



**Tender Offer Form**  
for Operational Services and General  
Services Contracts,  
Major and Minor Works Contracts

Project and/or File No. 2024\_Uncha\_K4R\_Overstory

Chinook Community Forest

TENDER FOR:

Contract Name/Project: Uncha Overstory Removal

Location: Uncha  
Mountain FSR Area

NAME OF BIDDER (the 'Bidder'):

Business Address:

Telephone Number:

FAX Number:

E-mail Address

**1. THE UNDERSIGNED BIDDER HAVING FULL KNOWLEDGE AND UNDERSTANDING OF:**

- (a) the nature and scope of the work described in the Tender Documents and the tools and equipment required to complete the services or work (the 'Work');
- (b) the contents of all of the tender documents issued by Chinook Comfor in respect of the Work, including any addenda (the 'Tender Documents'); and
- (c) the locality of the Work and the conditions of the geographical area within which the Work will be carried out (the 'Work Site'), having viewing the Work Site, if required.

**2. HEREBY OFFERS TO:**

- (a) undertake all Work and supply all materials, tools, equipment and labour necessary to perform the Work in strict accordance with the Tender Documents, the provisions of this tender (the 'Tender'), and at the rates and prices specified in this Tender, which rates and prices include all fees, expenses of any kind, cash allowances, contingencies and applicable taxes (including taxes paid or payable by the Bidder to a supplier during the performance of the Work under the Contract), but shall **exclude** Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Bidder is required to charge Chinook as a taxable transaction;
- (b) sign a contract for the Work, in the form included in the Tender Documents and submitted to us by Chinook Comfor (the 'Contract');
- (c) complete all Work to the satisfaction of Chinook Comfor in accordance with the Contract, Tender Documents and this Tender, including any schedules, specifications, maps or drawings, which form part of this Tender, the Tender Documents or the Contract;

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**3. IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:**

(a) This **Tender is irrevocable for 30 days** following the tender closing date.

**If the Bidder revokes this Tender within 30** days following the tender closing date, or fails to execute the Contract within the time period specified in the Contract award letter:

- i. any submitted bid bond or bid deposit shall be forfeited in whole or in part to Chinook Comfor of ; OR
  - ii. if no bid bond or bid deposit was required, Chinook Comfor may pursue any remedy available to it at law or in equity;
- (b) if required by the Tender Documents, a bid bond or bid deposit is enclosed with this Tender, in the amount and form specified in the Tender Documents;
- (c) if this Tender is accepted, the Bidder will provide the Chinook Comfor with any bonds, performance securities or proof of insurance coverage required in the Contract and Tender Documents;
- (d) the Bidder will ensure that each member of the workforce who will perform the Work in Canada under the contract is either a Canadian citizen, a permanent resident of Canada, or holds a valid employment visa from the Government of Canada;
- (e) any attachments to this Tender, including schedules, information on subcontractors, unit prices, the timing of work, drawings and specifications are an integral part of this Tender, as if set out at length in the body of this Tender;
- (f) the Bidder is registered with the WorkSafe BC under Registration Number \_\_\_\_\_, or will provide Chinook Comfor with the Registration Number prior to signing the Contract;
- (g) If the Tender indicates the requirement for a Total Bid Price or alternatively a Total Estimated Bid Price on a unit-priced based tender, Chinook Comfor will rank submitted tenders from lowest priced to highest priced based on the Total Bid Price or the Total Estimated Bid Price stated on each tender. Chinook Comfor will:
- i. check each extended amount (the "Extended Amount") on the lowest priced Tender to ensure it is the correct product of the quantity and the price per unit (the "Price Per Unit"); and,
  - ii. check the Total Bid Price or alternatively the Total Estimated Bid Price to ensure it is the correct sum of the Extended Amounts.

Where the Extended Amount or the Total Bid Price or alternatively the Total Estimated Bid Price of the lowest priced Tender is incorrect, Chinook Comfor will:

- iii. for each and every incorrect Extended Amount, recalculate the incorrect Extended Amount by using the Bidder's Price Per Unit entered on the Tender; and,
- iv. will correctly recalculate the Total Bid Price or, alternatively the Total Estimated Bid Price on the Tender using the corrected Extended Amounts; and,
- v. where the Total Bid Price or the Total Estimated Bid Price is no longer the lowest ranked Tender Chinook Comfor will put the Tender to one side as a remaining tender; and,
- vi. Chinook Comfor will then apply these conditions to the next lowest ranked Tender to the extent necessary until a Tender with the lowest price is finally determined.

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- (h) the Bidder hereby certifies that:
    - i. the rates and prices in this Tender have been arrived at independent of any other bidder;
    - ii. the rates and prices in this Tender have not been knowingly disclosed by the Bidder, and will not be disclosed by the Bidder prior to contract award, directly or indirectly, to any other bidder or competitor;
    - iii. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a tender, for the purpose of restricting competition; and
    - iv. non-compliance with the requirements of this certification will result in the disqualification of this Tender.
  - (i) the Bidder hereby acknowledges receipt and inclusion of any addenda made to the Tender Documents:
    - i. all addenda to the Tender Documents posted on Chinook Comfor website; or,
    - ii. where the Tender Documents were not posted on Chinook Comfor website, the following addenda. Failure to list and acknowledge receipt may result in rejection of the Tender:
      - Addendum No. \_\_\_\_\_, dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;
      - Addendum No. \_\_\_\_\_, dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;
  - (j) if requested by Chinook Comfor, the Bidder will provide either proof of signing authority or a notarized partnership declaration prior to signing the Contract.
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THIS TENDER has been signed by the Bidder, or if the Bidder is a company, then by its duly authorized signatory or officers, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Bidder or Bidder's Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_  
 Print or Type Name and Position of Bidder or Bidder's  
 Authorized Signatory

# TENDER OFFER FORM

## Tender Price Schedule

**(SHADED AREAS FOR CHINOOK USE ONLY – DO NOT MAKE CHANGES)**

Item No.	Item or Description of Work	Unit of Measurement	A Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction	C Extended \$\$. <del>cc</del> Amount Excluding GST and PST as a taxable transaction (Include cents to the two decimal places.) (C = A x B)
	Mechanical Overstory Removal and burn	ha		\$	\$
All blocks	K4R_574		14.4	\$	\$
	K4R_576		13.6	\$	\$
	K4R_581		7.7	\$	\$
	K4R_584		1.5	\$	\$
Total Area			<b>37.2/ha</b>		
<b>Total Bid Price:</b>					\$

**\*The road construction must be done to a “Short Term” road standard at a MINIMUM. A “Short Term” road is a road with the stumps removed and a bladed running surface. There may be elements of ditching and elevated grade, particularly around wet areas, but these features are not continuous.**

**\*\* The number of culverts is an estimate only. If additional culverts are required, then the price per unit (“B”) will be used to set the rate for the installation of these culverts. The Contractor must have Ministry Representative approval for culvert installations.**

### **Funding Limitation**

This contract is being advertised and potentially awarded prior to final confirmation of funding approvals. Bidders are hereby informed that Chinook reserves the right to amend and/or cancel works, and subsequently the contract.

**Option to Renew** 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.

<b>*Proof of Work Experience</b> (previously and satisfactorily completed a project of the same type and size as the one described in the Tender Documents)			
Dates	Organization Work Done For	Nature of Work Performed	Number of hectares

**\*attach additional sheets if necessary**

<b>References:</b>		
Reference #	Name and Organization	Phone #
1		
2		
3		

<b>WCB Clearance Letter</b>	Attach a Copy
<b>Safe Companies Certified Certificate</b>	Attach a copy
<b>Provide WCB Number</b>	
<b>General Contractors Insurance/COI</b>	Attach a copy
<b>Copy of Vehicle Insurance</b>	Attach a copy

The bidder (**the 'Bidder'**) must observe the following Conditions of Tender (**the 'Conditions'**) and these Conditions form part of every Irrevocable Tender Offer (**the 'Tender'**) made by the Bidder. Failure to comply with these Conditions and those contained in the Tender may result in the disqualification of the Bidder. The defined terms in these Conditions have the same meaning as the same terms in the Tender.

## 1. Tender

- 1.01 The Tender is in response to an Invitation to Tender (**the 'Invitation to Tender'**) for **K4R Uncha Overstory Removal of Mountain Pine Beetle Kill Stands Forest in the Nadina Forest District** issued by Chinook Community Forest (**the 'CCF'**) and must be received by the CCF on the form provided not later than **August 16, 2024 at 2:30 PM** (local time).

The address for ground delivery is 485 16 Highway West, Burns Lake, B.C., V0J 1E0 and the mailing address for postal delivery is Box 969, Burns Lake BC V0J 1E0 (**the 'Closing Location'**).

- 1.02 All Tenders submitted in accordance with these Conditions are irrevocable for a period of 30 days following the tender opening (**the 'Tender Opening'**).

## 2. Site Viewing – Not required, encouraged to do so.

## 3. Information Meeting – Not required, by appointment if so desired.

## 4. Bidder Eligibility or Disqualification

- 4.01 In addition to the other eligibility requirements in these Conditions and the tender documents (**the 'Tender Documents'**), the Bidder, or its Key Personnel (individual(s) who would be responsible for the management of or performance of the services under the Contract), must meet the following requirement(s) in order to be eligible to bid:

- (a) Additional Eligibility Requirements
- (b) the Bidder must be:
  - (i) Certified in the BC Forest Safety Council SAFE Company program; or
  - (ii) Certified under another safety scheme recognized by BC Forest Safety Council

- 4.02 The Bidder must meet Chinooks requirements for experience and qualifications set out in the Tender Documents. Upon request, or if specifically required to be submitted with this Tender, the Bidder must provide, to the satisfaction of Chinook, proof:

- (a) that the Bidder, including a partner(s) or Key Personnel, has previously and satisfactorily completed a project of the same type and size as the one described in the Tender Documents; or
- (b) of the Bidder's, including a partner(s) or Key Personnel, prior employment in the same type of service as the one described in the Tender Documents.
- (c) that the Bidder has, prior to the tender Closing Date, satisfied the requirements under Clause 4.01 relating to SAFE Company Program requirements.

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- 4.03 If the Tender Documents indicate that a contractor performance rating system is in place within Chinook, the Bidder must, prior to submitting its Tender, determine and disclose in its Tender, the Bidder's status, including that of a partner(s) or Key Personnel, if applicable, within the applicable contractor rating system.
- 4.04 Upon request of Chinook, the Bidder must provide a written statement of business organization, qualifications, experience, workforce availability and citizenship status of the Bidder's company and each member of the workforce, including a partner(s) or Key Personnel, who will perform the Work under the Contract, satisfactory to Chinook. Chinook may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify the information and to confirm the suitability of the Bidder, including reference checks from any Natural Resource Sector ministry or other Provincial government office in which the Bidder, a partner(s) or Key Personnel, has been under contract. If, in the opinion of Chinook, the statement fails to demonstrate that the Bidder is able to successfully complete the Contract, Chinook has the right to disqualify the Bidder and award the Contract to another bidder.
- 4.05 The Bidder and all individuals who perform the Services under the Contract must be eligible to work lawfully in Canada and upon request of Chinook any individual who performs Services under the Contract must provide a valid Social Insurance Number or Work Permit as proof of his or her eligibility.
- 4.06 Chinook reserves the right to disqualify the Bidder and to award the Contract to another bidder if the Bidder or an Associated Person to the Bidder has, in respect of a contract or contracts with Chinook:
- (a) withdrawn an irrevocable tender;
  - (b) failed to enter into a contract within the time limits specified in a contract award letter;
  - (c) had a contract cancelled by Chinook;
  - (d) forfeited all or part of a bid security;
  - (e) breached a contract;
  - (f) had all or part of a contract performance security retained;
  - (g) had a charge assessed for failing to comply with the requirements of a previous contract;
  - or
  - (h) been charged or convicted of any offense in respect of a contract or relating to a forest or environmental practice in British Columbia.
- 4.07 For the purposes of Paragraph 4.06, a person is associated to the Bidder (an 'Associated Person') if the Bidder and that other person are 'related persons' or 'affiliated persons' or 'associated persons' as those terms are defined or referenced in the federal *Income Tax Act* or related Canada Revenue Agency's interpretation bulletins. Upon request, the Bidder will provide Chinook with: (i) the ownership of voting shares of the incorporated Bidder, (ii) a list of individuals who exercise legal and/or operational control over the Bidder; and (iii) a notarized declaration that the Bidder is not an Associated Person in respect of a Disqualified Bidder nor is it in legal or operational control of, nor is it acting in concert with or at non-arms length with a Disqualified Bidder.
- 4.08 The Bidder may be disqualified from bidding on Chinook contracts for a period of **up to 2 years** from the date of any of the events in Paragraph 4.06, unless the Bidder demonstrates to the satisfaction of Chinook that the Bidder is able to successfully complete the Contract and the deficiencies which led to any of the events in Paragraph 4.06 have been corrected.
- 4.09 For the purposes of this Invitation to Tender, "Disqualified Bidder" means a person (individual or corporate) who has been disqualified from bidding by the Ministry for a stated period of time.

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## 5. Bid Security Requirement

- 5.01 **A bid security (the 'Bid Security') is Mandatory.** A bid security in an amount of not less than **Ten (10) percent** of the total bid price is required. The Bid Security must accompany the Tender and be in the form of cash, personal money order issued by a financial institution or postal money order issued by Canada Post Corporation, certified cheque or bank/credit union draft, made payable to the 'Chinook Community Forest'. Personal or company cheques, assignable bonds and notes, bearer bonds and notes or Canada Savings Bonds are not acceptable. No interest is payable on cash forms of security.
- 5.02 Where, due to a revision of the total bid price (the '**Total Bid Price**') or the total estimated bid price (the '**Total Estimated Bid Price**'), an insufficient Bid Security is contained in the Tender envelope, the Tender will not be disqualified if the Bidder submits the outstanding Bid Security amount within two business days following the Tender Opening.
- 5.03 Bid securities will be returned to unsuccessful bidders upon signing of the Contract by the successful bidder (the '**Successful Bidder**').

## 6. Contract Performance Security Requirement

- 6.01 A contract performance security ('the '**Contract Performance Security**') is **Mandatory**. A Contract Performance Security in the amount of **Ten (10) percent or \$10,000.00, whichever is the highest of the total contract price, is required**. The Successful Bidder must authorize the Bid Security to be cashed by Chinook and held as a Contract Performance Security or provide an alternate financial security instrument in place of the Bid Security in accordance with Paragraph 17.05 below.

## 7. Option to Renew

- 7.01 The Contract contains an '*option to renew*' clause whereby Chinook 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, satisfactory performance of the Contractor and/or any other reason Chinook provides. 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 Chinook's sole opinion, a negotiated rate change is warranted.

## 8. Bidder's Representations

- 8.01 It is the Bidder's sole responsibility to ensure that the Bidder has received all Tender Documents. Submission of the Tender by the Bidder is a representation by the Bidder that the Bidder has verified receipt of a complete set of Tender Documents including any and all addenda to the Tender Documents.
- 8.02 Submission of the Tender by the Bidder is a representation by the Bidder that the Bidder has investigated and satisfied itself of every condition affecting delivery of the Work, including every condition affecting the Work Site, and including every factor that may affect the Bidder's ability to perform the Contract in accordance with the Tender and the Tender Documents.
- 8.03 The Bidder further represents by submission of the Tender that the Bidder has made its own investigation and has relied solely upon its own knowledge, information, and judgment, and not upon any statement, representation or information made or given by Chinook or any of its employees, other than the information contained in the Tender Documents.
- 8.04 Submission of the Tender is deemed by the parties to be conclusive evidence that the Bidder has made such investigations and inquiries as the Bidder determines necessary and that the Bidder assumes all risk regarding any conditions affecting the Work.



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- 8.05 The Bidder affirms it is not an Associated Person to, nor acting in concert with, a Disqualified Bidder and undertakes to not knowingly do so during the term of the Contract.

## 9. Tender Submission

- 9.01 The Tender must be on a completed original or unaltered copy of the Tender Offer Form. The Tender is to be submitted in the envelope provided or in an envelope clearly marked with the name and address of the Bidder and the words, "**Tender for Uncha Overstory Removal**" on the envelope.
- 9.02 The Tender must be received at the Closing Location of Chinooks office not later than the date and time (**the 'Closing Date' and the 'Closing Time'**) specified in the Invitation to Tender. Chinook may, by giving notice, amend the Invitation to Tender and extend the Closing Date and Closing Time for receiving tenders.
- 9.03 Tenders submitted by facsimile, telegram or electronic submission WILL NOT BE ACCEPTED. Tenders received after the Closing Time will be returned to the Bidder unopened.
- 9.04 Chinooks, its employees, and agents assume no responsibility for the timely receipt of any tenders.
- 9.05 The Tender must be signed by the Bidder and should bear the date of signing. Witnessing of signatures is not required. If the Bidder is:
- (a) a company, the full company name and the name(s), signature(s) and status of the authorized signing officer(s) must appear on the Tender but affixing the corporate seal is optional;
  - (b) a partnership, all the partners must sign and print their names on the Tender;
  - (c) a limited partnership, one or more of the general partners must sign and print their name(s) on the Tender and include the business name of the partnership (e.g., 'doing business as \_\_\_\_\_ Limited Partnership');
  - (d) an individual or sole proprietorship, the individual or sole proprietor must sign and print his or her name and, where appropriate, include the name of the sole proprietorship, (e.g., 'doing business as \_\_\_\_\_').

## 10. Tenders Complete and All Inclusive

- 10.01 The Bidder's Tender must be complete and must cover all of the Work specified in the Invitation to Tender and the Tender Documents. Unless otherwise indicated, all blank spaces on the Tender Offer Form must be legibly filled in.
- 10.02 Chinook may reject any tenders which contain any qualifying words, clauses, alterations, or omissions. Corrections to numbers in the Tender must be initialed by the authorized signatory of the Bidder.
- 10.03 The Tender must be inclusive of all of the Bidder's fees, overhead, profit, expenses of any kind, cash allowances, contingencies and any taxes (including taxes paid or payable by the Bidder to a supplier) that are in force on the Closing Date, but shall exclude the Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Bidder is required to charge the Province as a taxable transaction.

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## 11. Addenda and Clarification of Tender Documents

- 11.01 If a Bidder finds any discrepancies, omissions, ambiguities or conflicts among the Tender Documents, or as a result of the Work Site visit or the Information Meeting, the Bidder must bring them to the attention of the Chinook Representative identified in Paragraph 14.01 not less than four business days prior to the Closing Date and Closing Time. A business day means a day other than a Saturday or Sunday, on which Chinooks office is open for normal business in British Columbia.
- 11.02 Chinook will review the Bidder's question and where Chinook determines that the information was not clearly specified in the Tender Documents, Chinook will issue a clarifying addendum to all registered holders of Tender Documents, and the addendum will thereafter form part of the Tender Documents.
- 11.03 Chinook may, in its discretion, amend the Tender Documents by issuing a written addendum, which will be available at least four calendar days prior to the tender closing, to all registered holders of the Tender Documents, which addendum then forms part of the Tender Documents. A calendar day means any day of the week from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 11.04 Where Tender Documents were obtained from Chinook Website, Chinook will post any addendum to the Tender Documents on the Chinook website at <http://www.chinookcomfor.ca> Bidders are solely responsible to continually monitor the Chinooks website on an ongoing basis to keep themselves informed of any addendum.
- 11.05 Where Tender Documents were provided directly by Chinook to bidders (not obtained from Chinook website), addendum to the Tender Documents will be sent by Chinook to all registered package holders.

## 12. Equivalents

- 12.01 The Tender is based on the materials and products specified in the Tender Documents.
- 12.02 Chinook will allow equivalents to the materials and products specified in the Tender Documents only if:
- (a) the Bidder submits full descriptive data in writing of any suggested equivalent NOT LESS THAN FOUR BUSINESS DAYS PRIOR to the Closing Date and Closing Time; and
  - (b) Chinook approves the suggested equivalent in writing prior to the Closing Time.

## 13. Revisions to Tenders

- 13.01 Prior to the Closing Time, revisions to a Tender that has already been submitted may be made in writing and delivered by hand, mail or courier to the Closing Location or by facsimile or electronic transmission provided in Section 13.05 and 13.06.
- 13.02 Revisions should only state the dollar amount by which a numeric figure/unit rate is to be increased or decreased, or indicate specific directions as to the exclusion or inclusion of particular words.
- 13.03 If a revision is to a dollar amount and it does not state which unit rate is to be increased or decreased, Chinook will consider the Tender to be incomplete and Chinook will disqualify the Tender, except in situations where there is only one Tender in which case Chinook may disqualify the Tender.
- 13.04 Where a Bidder submits multiple revisions to the Tender, each successive revision will nullify and replace any previous revisions unless the Bidder numbers each revision sequentially and states on each new revision, that the new revision does not nullify previous revisions.

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- 13.05 Chinooks facsimile transmission number is: NA. The Bidder is solely responsible for the effective delivery of any facsimile transmission prior to the Closing Time.
- 13.06 Electronic transmission of a Tender revision may be made to:ken.nielsen@chinookcomfor.ca. The Bidder is solely responsible for the effective delivery of any electronic transmission prior to the Closing Time.
- 13.07 The calendar and clock showing on Chinook email, whether accurate or not, shall govern the delivery of revisions. The revision is deemed delivered to and received by Chinook if the transmission is completed in whole on or before the Closing Date and Closing Time. **Electronic email submissions are submitted at the Bidder's own risk. Chinook is not responsible for systems or other problems that may affect submission.**

#### 14. Verification of Tender Receipt

- 14.01 Any bidder who wishes to verify that their tender has been received may do so by telephoning the Chinook representative: (the 'Chinook Representative').
- 14.02 Bidders must state their company name before the information in Paragraph 14.01 can be released. **Chinook may require the Bidder to FAX the request in writing on letterhead before releasing such information.**
- 14.03 No other information concerning the receipt of tenders will be released under any circumstances prior to the Tender Opening.

#### 15. Withdrawal of Tender

- 15.01 Any bidder wishing to withdraw their tender prior to the tender Closing Time may do so by submitting a withdrawal request letter to the same address to which the Tender was submitted. Upon receipt of the request, the tender will be returned to the Bidder unopened.

#### 16. Opening and Evaluation of Tenders

- 16.01 Tenders will be opened **in public**, at the Closing Location, immediately after the Closing Date and Closing Time, and the tenders will be opened and read.
- 16.02 All tenders will be evaluated in private, including tenders that were opened and read in public.
- 16.03 The Contract will not be awarded at the Tender Opening.
- 16.04 If only one tender is received, Chinook reserves the right to open the tender in private and if the Total Bid Price or Total Estimated Bid Price exceeds the estimated budget for the Contract, Chinook may re-tender the Work seeking a better response, with or without any changes being made to the Tender Documents and/or direct award the contract.
- 16.05 If more than one tender is received from the same bidder, the last tender received, as determined by Chinook, will be the only tender considered.
- 16.06 The lowest or any other tender will not necessarily be accepted. Chinook reserves the right to:
- (a) reject all tenders;
  - (b) reject a tender which, in the sole opinion of Chinook is too low to provide the Bidder with adequate resources to perform the Work; and,
  - (c) refuse award of the contract to a bidder Chinook judges to be fully or over committed on other projects; and,
  - (d) accept bids for the whole of the Work or may delete any part at its discretion;
  - (e) limit the number of Chinook contracts held at one time by any bidder.

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- 16.07 If a bid price is incomplete, contains an omission, does not fairly represent proper compensation for an item of work to be done, or fails to provide an accurate total price, Chinook may disqualify the Tender.
- 16.08 If the Tender indicates the requirement for a Total Bid Price or a Total Estimated Bid Price on a unit-priced based tender, this is for evaluation purposes only and the unit rates shall take precedence for the Contract. Chinook will rank submitted tenders from lowest priced to highest priced based on the Total Bid Price or the Total Estimated Bid Price stated on each tender. Chinook will:
- (a) check each extended amount (**the 'Extended Amount'**) on the lowest priced Tender to ensure it is the correct product of the quantity and the price per unit (**the 'Price Per Unit'**); and,
  - (b) check the Total Bid Price or the Total Estimated Bid Price to ensure it is the correct sum of the Extended Amount.

Where the Extended Amount or the Total Bid Price or the Total Estimated Bid Price of the lowest priced Tender is incorrect, Chinook will:

- (c) for each and every incorrect Extended Amount, recalculate the incorrect Extended Amount by using the Bidder's Price Per Unit entered on the Tender; and,
- (d) will recalculate the Total Bid Price or the Total Estimated Bid Price on the Tender using the corrected Extended Amounts; and,
- (e) where the Total Bid Price or the Total Estimated Bid Price is no longer the lowest ranked Tender Chinook will put the Tender to one side as a remaining tender; and,
- (f) Chinook will then apply these conditions to the next lowest ranked Tender to the extent necessary until a Tender with the lowest price is finally determined.

## 17. Obligations of Successful Bidder

- 17.01 Upon receiving a Contract award letter from Chinook, the Successful Bidder must take the following steps within the time specified in the award letter:
- (a) sign the Contract covering the Work and return the Contract to Chinook;
  - (b) provide its assigned Personal Optional Protection registration number or its WorkSafe BC registration number, which must cover all workers, shareholders, directors, partners, and other individuals employed or engaged in the performance of the Work, if it has not already done so in the Tender;
  - (c) provide proof of insurance coverage, if required under the Contract, by delivering a completed Province of British Columbia 'Certificate of Insurance' in the form supplied by Chinook; and
  - (d) provide a Contract Performance Security, if required under the Contract; and
  - (e) if required to be registered with the BC Registrar of Companies as an extra-provincial company, provide proof of registration; and
- 17.02 No work shall commence, regardless of the Contract Term date, until the Contract is signed by Chinook and the obligations under 17.01 are fulfilled.
- 17.03 If the Successful Bidder does not complete the steps, as required in Paragraph 17.01, within the time specified in the Contract award letter, Chinook may, by written notice cancel the Contract award letter and award the Contract to another bidder, and:
- (a) if there is a Bid Security, make a demand on the Bid Security, which will be either,
    - (i) the difference between the Successful Bidder's Total Bid Price or Total Estimated Bid Price and the total bid price or total estimated bid price of the next lowest qualified bidder, or
    - (ii) the amount of the Bid Security,whichever is less; or

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- (b) if no Bid Security was required, Chinook may pursue any remedy available to it at law or in equity, including the payment of liquidated damages by the Bidder calculated as the difference between the Bidder's Total Bid Price and the total bid price of the next lowest qualified bidder; and
  - (c) Chinook may give written notice to the Successful Bidder that its eligibility to bid Chinook contracts is pending suspension. If the Successful Bidder fails to satisfactorily execute two additional Chinook contracts within the same calendar year, Chinook reserves the right to disqualify the Successful Bidder from bidding on future contracts for a period of two years from the date of the last contract award letter.
- 17.04 In the event that the Successful Bidder has already started the Work, and is in default under Paragraph 17.02, Chinook may terminate the Contract or cancel the Contract award letter, and the Successful Bidder must reimburse Chinook for all costs, expenses, damages and losses arising out of the Successful Bidder's default.
- 17.05 Upon receiving a Contract award letter from Chinook, the Successful Bidder must authorize Chinook to cash the Bid Security and hold it as a Contract Performance Security until satisfactory completion of the Contract. Where no Bid Security was required but a Contract Performance Security is, the Bidder shall submit one of the financial performance security instruments specified in Paragraph 17.06.
- 17.06 As an alternative to Paragraph 17.05, the Successful Bidder may request the return of the Bid Security after submitting one of the following financial performance security instruments in the amount specified in Paragraph 6.01:
- (a) an irrevocable letter of credit issued by a financial institution, payable to the 'Chinook Community Forest', having a termination date at least 90 days after the Contract completion date. If a Letter of Credit is required for a contract with a term greater than one year, it must contain an 'Evergreen Clause', allowing for the automatic extension or renewal on an annual basis until the Contract is complete. The Letter of Credit must contain a provision to provide Chinook with at least 30 days written notice if it will be cancelled or not be extended;
  - (b) a treasury bill note issued by the Government of Canada or the government of any Province of Canada and covered by a duly executed 'Safekeeping Agreement', in the form set out in the Tender Documents;
  - (c) a marketable bond in fully registered form issued and guaranteed by the Government of Canada or the government of any Province of Canada with a maturity date of not longer than 3 years, together with a duly executed Safekeeping Agreement;
  - (d) a short-term deposit registered in the name of the 'Chinook Community Forest' issued by a financial institution and covered by a duly executed Safekeeping Agreement;
  - (e) cash or a money order, certified cheque, or bank/credit union draft, made payable to the 'Chinook Community Forest'.
- 17.07 Personal or company cheques, assignable bonds and notes, bearer bonds and notes or Canada Savings Bonds are not acceptable.
- 17.08 No interest is payable on cash forms of security.
- 17.09 The Successful Bidder will be required to continue to meet Chinooks requirements under Paragraph 4.02 throughout the term of the contract, to the satisfaction of Chinook.

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## 18. Independent Bidding

- 18.01 Bidrigging is a criminal offense under the federal *Competition Act*. *Chinook* will report any suspicion of bidrigging immediately to the Director of Investigation and Research appointed under the *Competition Act*.
- 18.02 By submission of the Tender, the Bidder certifies that the unit prices and/or the Total Bid Price in the Tender were independently developed without consultation with any other bidder or potential bidder.
- 18.03 Bidrigging between bidders, if proven, will be sufficient cause for rejection of the tenders of all bidders involved in that bidrigging and may result in disqualification from bidding on all future Ministry contracts for up to two years.

## 19. Successful Bidder's Representative

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

## 20. Ownership

- 20.01 The Tender, and all documents submitted as part of the Tender, become the property of the Chinook, and are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 20.02 Chinook will be the exclusive owner of all rights to any materials or property produced under the Contract and the Bidder and its agents must not patent, copyright or otherwise claim any rights of ownership to any materials or property produced under the Contract.

## 21. Limitation of Damages

- 21.01 The Bidder, by submitting a Tender, agrees that it will not claim damages in excess of the reasonable costs incurred by the Bidder in preparing its Tender for matters relating to the Contract award or in respect of the tendering process, and the Bidder, by submitting a Tender, waives any claim for loss of profits if no Contract award is made to the Bidder.

# Tender Offer Check List for Tender Package: Chinook Community Forest

**Please use this checklist to ensure that you have submitted everything properly. Fail**

- Each Tender Offer Form**
  - Filled out
  - Fill in WCB #
  - Signature, printed name, position and dated.
  - Bid price filled in
  - Initials at the bottom of every page signifying that you've read it.**
  
- Conditions of Tender**
  - Completely filled out
  - Initials at the bottom of every page signifying that you've read it.
  
- Everything above submitted in a SEALED envelope with:**
  - Your company name marked clearly on the front
  - Your address marked clearly on the front
  - "2024-25 K4R Uncha Overstory Removal"** Marked clearly on the front.

ire to





## Operational Services Contract

CONTRACT FILE NO: 2024-25_Uncha_K4R_Overstory	THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF _____, 2024.
PROJECT DESCRIPTION: UNCHA OVERSTORY REMOVAL OF MOUNTAIN PINE BEETLE IMPACTED STANDS	

**BETWEEN:** Chinook Community Forest

Phone Number: 250-692-0630  
Chinook Representative: Ken Nielsen  
E-mail Address: ken.nielsen@chinookcomfor.ca

**AND:**

Phone Number:  
Business E-mail Address:

Contractor Representative:  
Business Number:  
WorkSafe BC and/or Personal Optional Protection Number:  
(the "Contractor")

referred herein to as "the Parties".

### WHEREAS:

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

Accordingly, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS

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

- (a) "**Agreement**" means the agreement between the Parties as set out in the Contract Documents;
- (b) "**Amending Document**" means an NRS600 Contract Modification Agreement form or another standard form of similar nature specified by Chinook;
- (c) "**Assessment**" means a pre-estimate of damages incurred by Chinook as a result of the Contractor's failure to perform, unsatisfactory performance or other non-compliance with the provisions of this Agreement;

- (d) "**Changed Condition**" means a materially changed physical condition at the Work Area which was not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, before submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including a thorough inspection of the Work Area and review of all information available from Chinook to persons wishing to submit tenders, but does not include any weather conditions or natural events;
- (e) "**Contract Documents**" means those documents described in Section 2.01 and the Work Progress Plan;
- (f) "**Contract Price**" means the total amount payable to the Contractor for satisfactory performance of the Work, as set out in Schedule 'B';
- (g) "**Contractor Representative**" means a person designated pursuant to Section 5.05;
- (h) "**Environmental Damage**" means:
  - i. slumping or sliding of land;
  - ii. inordinate soil disturbance; or
  - iii. other damage to the environment which the Province considers significant.
- (i) "**Equitable Adjustment**" means a fair and reasonable adjustment negotiated by the Parties to;
  - i. the Contract Price; or
  - ii. the time within which the Work is to be performed;
- (j) "**Fiscal Year**" means the period from April 1 to the next March 31 inclusive;
- (k) "**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (l) "**Material**" means the Produced Material and the Received Material;
- (m) "**Chinook Representative**" means a person appointed pursuant to Section 5.01;
- (n) "**Occupied Area**" means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;
- (o) "**Payment Area**" means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;
- (p) "**Performance Security**" means the security provided by the Contractor in accordance with Article 4;
- (q) "**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) "**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (s) "**Subcontractor**" means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;
- (t) "**Shortfall**" means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;
- (u) "**Term**" means the period of time this Agreement is in force pursuant to Article 3;
- (v) "**Work**" means all labour, supervision, administration, materials, transportation, supplies, tools, equipment and such other services and materials necessary or desirable to perform the services described in the Contract Documents, and includes any services which are not expressly described, but which are nevertheless necessary for the proper execution of the work;
- (w) "**Work Area**" means the area shown outlined on the attached maps;
- (x) "**Work Day**" means every day of the week except Saturday, Sunday and statutory holidays; and
- (y) "**Work Progress Plan**" means the plan developed on a form approved by Chinook and submitted to the Chinook Representative for approval which outlines the scope, timing, location and any other requirements of the Work.

- 1.02 If any of the words in Section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.
- 1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with those recognized meanings.
- 1.04 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

**ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS**

**Contract Documents**

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

<b>Schedule</b>	<b>Title</b>
Schedule "A"	Services
Schedule "B"	Payment
Schedule "C"	Other Conditions
Schedule "D"	Insurance
Schedule "E"	Safety Conditions Schedule
Schedule "E1"	Safety Continued
Schedule "F"	SAFE Certification Requirements Schedule
Schedule "G"	Prime Contractor Agreement
Schedule "R"	Road & Radio Policy
Appendix 1	Maps
Appendix 2	Check List Burn Piles
Appendix 3	Fact Sheet QA amendments Wildfire Reg 2023

**Amending Documents**

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

**Interpretation**

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

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

- 3.01 The Term of this Agreement is from **August 20, 2024 to February 28, 2025** inclusive, and work shall proceed in accordance with the Work Progress Plan.
- 3.02 The Contractor shall not conduct any Work until Chinook notifies the Contractor to commence work.
- 3.03 The Contractor shall commence Work within five (5) calendar days from the date specified in the Notice to Commence Work, and regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.04 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document affecting the modification or extension.

- 3.05 Subject to satisfactory performance by the Contractor and availability of funding by Chinook, the Parties may agree in writing to extend this Agreement for a further Term of twelve months. 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 Chinook's sole opinion, a negotiated rate change is warranted.

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

- 4.01 Upon request of Chinook, the Contractor shall furnish Performance Security in the amount specified by and in a form and manner acceptable to Chinook as security for the faithful performance by the Contractor of all Work.
- 4.02 Chinook may retain any Performance Security until all Work has been completed in accordance with this Agreement. The Performance Security is subject to forfeiture, at the discretion of Chinook, if the Contractor fails to perform or to comply with this Agreement.
- 4.03 If the Contractor fails to perform or comply with this Agreement, Chinook may, in addition to terminating the Agreement and claiming the Performance Security, pursue any other remedies available to it under this Agreement or the laws of the Province of British Columbia.
- 4.04 Should the Parties agree to renew this Agreement for a further term, Chinook shall calculate the Contract Performance Security for the renewed term as follows:
- (a) where the Tender documents specified the Contract Performance Security as a fixed dollar amount, the amount shall remain unaltered unless the contract value for the renewed term varies by more than 10% of that of the preceding term, in which case the security requirement shall be varied up or down by the same percentage.
  - (b) where the Tender documents specified the Contract Performance Security as a percentage of the total contract value, the amount for the renewed term shall be determined by multiplying that percentage on the renewed contract value, except that where this amount is between 90 and 110% of the preceding term's amount, the Contract Performance Security requirement shall remain unaltered.

Should the amount of Contract Performance Security decline by more than 10% between two terms, Chinook shall return the amount in excess of 10% following, in its sole discretion, the satisfactory performance of the Contractor in the preceding term and in accordance with provisions specified elsewhere for the return of performance security. Where the amount of Contract Performance Security increases by more than 10% between two terms, Chinook shall inform the Contractor in writing of the increased amount, and the Contractor shall deliver this amount in an acceptable form at least ten Work Days prior to the commencement of work in the forthcoming term.

#### **ARTICLE 5 PARTY REPRESENTATIVES**

##### **Chinook Representative**

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

##### **Contractor Representative**

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

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

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

### **Work Progress Plan**

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

### **Standards of Performance**

- 6.04 The Contractor acknowledges it has satisfied itself to:
  - (a) the nature and magnitude of the Work; and
  - (b) the general character, quality and quantity of the equipment and materials required to execute and complete the Work.

Any failure by the Contractor to discover matters which affect or could affect the Work does not relieve the Contractor from its obligations under this Agreement or otherwise affect the Contract Price.

- 6.05 The Contractor shall at all times exercise the standard of care, skill, and diligence normally exercised and observed by persons engaged in the performance of activities similar to the Work.

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

- 6.06 The actual date the Work may commence is dependent upon the weather and completion of the Work Progress Plan. Once commenced, Work shall be continuous except as provided for in Section 6.09.
- 6.07 If Chinook reasonably decides that weather or other conditions make it unsuitable for Work to proceed, it may suspend operations for a specified or an indefinite period, and it may require the Contractor remain available for up to five (5) consecutive Work Days to resume work as specified by Chinook. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.
- 6.08 In the event operations are suspended under Section 6.07, the Term may be extended by a length of time agreed to by the Parties.
- 6.09 If Chinook, having suspended Work pursuant to Section 6.07, does not permit Work to resume within five (5) Work Days, either Party may, by giving written notice to the other Party, terminate this Contract without penalty. Neither Party is liable for compensation of any kind arising out of the suspension of operations. Payment shall be made for all Work satisfactorily performed before the suspension of Work.
- 6.10 A suspension pursuant to Section 6.07 to be effective must be in writing and delivered to the Contractor by a method provided for in Section 15.06.

## **ARTICLE 7 INDEMNIFICATION AND INSURANCE**

### **Indemnity**

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

### **Insurance**

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

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

### **General**

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

### **Protection of the Environment**

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

### **Fire Protection**

- 8.04 The Contractor shall:
- (a) take every precaution to prevent unintentional fire from occurring on or about the Work Area,

- (b) ensure that no person burns any debris on or about the Work Area unless authorized under a Burning Reference Number issued by the Ministry of Forests, Lands and Natural Resource Operations, BC Wildfire Services, and
- (c) ensure that, with respect to smoking,
  - (i) **no person smokes except in areas that are free of or fully cleared of all flammable material,**
  - (ii) **no burning material falls outside cleared areas, and**
  - (iii) **all burning material is completely extinguished before leaving cleared areas.**

## **ARTICLE 9 COMPLIANCE WITH THE LAW**

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

## **ARTICLE 10 CHANGED CONDITION**

- 10.01 If a Changed Condition occurs during the course of the Work, the following applies:
- (a) The Parties shall immediately advise each other of particulars of the Changed Condition and the Contractor Representative and the Chinook Representative shall meet to attempt to deal with the condition.
  - (b) If the Changed Condition is so substantial that amending the Agreement to deal with the change would change the essential nature of the Work, then either Party may elect not to proceed with the Work any further and the contract shall be brought to an end. If either Party so elects, the following shall apply:
    - (i) The Contractor shall be entitled to receive payment for any Work which the Contractor has satisfactorily completed;

- (ii) If the payment under (i) is for 90% or greater of the original total volume of Work the Contractor shall be entitled to no additional payments;
- (iii) If the payment under (i) is for less than 90% of the original total volume of Work the Contractor shall be entitled to an additional payment calculated as 15% of the Shortfall that is less than 90% of the original volume of Work multiplied by the average price per unit as shown in the following equation:  

$$0.15 \times (0.90 \times [\text{original volume of Work}] \text{ minus } [\text{volume of Work completed}]) \times (\text{average price per unit}).$$
- (c) If the Changed Condition can be dealt with by the substitution of an alternate Work Area or by other amendment to the Agreement and if such substitution or other amendment will not change the essential nature of the Work, then Chinook may, in its discretion, substitute such an alternate Work Area (and make changes to this Agreement that are appropriate to deal with the substitution) or make other amendments to this Agreement. The Contractor shall be obliged to proceed on that basis. If the parties cannot agree on a price for the Work as amended in the substituted Work Area, then the price shall subsequently be determined pursuant to Article 14.
- (d) Chinook is not obliged to make any payment under Section 10.01 (b)(ii) and (iii), or to satisfy any claim by the Contractor for any losses occasioned by such a shortfall if the Shortfall is occasioned by an Act of God, unsuitable weather, natural disaster, withdrawal of labour in disputes, or any other unforeseeable cause over which Chinook has no direct control.

## **ARTICLE 11 INSPECTION AND ACCEPTANCE**

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

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

### **Inspection by Chinook Community Forest**

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

### **Re-Inspection**

- 11.08 If the results of an inspection are unacceptable to the Contractor, it may, if it does so within three (3) Work Days of receiving the inspection results, request Chinook re-inspect the Work.
- 11.09 If the Contractor requests a re-inspection of the Work, Chinook shall perform the re-inspection at a time mutually agreed to by the Parties, but in any event, no later than ten (10) Work Days after receiving the request.
- 11.10 The results of the re-inspection shall be used to determine payment and shall be final and binding.



- 11.11 The Contractor shall pay Chinook's costs of the re-inspection only if the difference in Work quality between the original inspection and the re-inspection is less than ten per cent (10%) of the original inspection results.
- 11.12 If Chinook bears the costs of the re-inspection, it shall also pay the Contractor, if they are present for the entire re-inspection, the sum of two hundred and fifty dollars (\$250.00) for time spent re-inspecting.

## **ARTICLE 12 MEASUREMENT AND PAYMENT**

### **Payment**

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

### **Payment Initiation**

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

### **Holdback**

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

### **Payment for Part Performance**

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

### **Method of Measurement**

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

### **Remeasurements**

- 12.11 If the calculation of a payment depends upon the area completed, and if the Contractor believes the area used in calculating that payment is incorrect, the Contractor may request Chinook remeasure the

Payment Area. The request shall be delivered in writing to Chinook, within three (3) Work Days of the Contractor receiving a copy of the payment calculation for the Payment Area in question.

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

**Appropriation**

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

**ARTICLE 13 NON-COMPLIANCE AND TERMINATION**

**Termination by the Chinook Community Forest**

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

**Mutual Termination**

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

**Contract Performance Security**

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

**Non-Compliance with Agreement Provisions**

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

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

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

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

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

- 14.01 If a dispute occurs between the Parties concerning any matter governed by this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 14.02 If the Parties are unable to resolve the dispute informally, within five (5) Work Days, the Contractor shall then give Notice, within ten (10) Work Days, of the complaint to the Chinook Representative, which particulars shall include the following:
  - (a) a detailed description of the nature of the complaint;
  - (b) a list of the relevant provisions of the Contract Documents; and
  - (c) an evaluation by the Contractor of the matters in dispute.
- 14.03 Chinook shall, within twenty (20) Work Days of receipt by the Chinook Representative of the written particulars, give the Contractor a decision, in writing, of one of the following:
  - (a) that Chinook accepts the position of the Contractor; or
  - (b) that Chinook rejects the position of the Contractor.

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

## **ARTICLE 15 MISCELLANEOUS**

### **Confidentiality**

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

### **Contractor Status**

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

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

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

### **Notices**

- 15.06 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):
- (a) if hand delivered to the Party or the specified Party representative, on the date of that personal delivery;
  - (b) if prepaid post and if mailed during any period when normal postal services prevail, on the fifth business day after its mailing;
  - (c) if delivered by courier service, on the fifth business day after collection by the courier service;

(d) if sent by facsimile or electronic transmission, on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Work Day, in which case it will be deemed to be received on the next following Work Day.

#### **Non-Waiver**

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

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

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

#### **Unsuitable Workers**

15.09 The Contractor must provide a sufficient number of persons to perform the Work and shall ensure all persons are fully instructed and supervised, legally entitled to work in Canada, competent, English literate, efficient, qualified by education, adequately trained, and experienced to carry out the tasks to which each is assigned.

15.10 The Contractor shall, upon request of the Chinook Representative, remove any person it employs for purposes of the Agreement who, in the reasonable opinion of Chinook, is incompetent or has conducted himself or herself improperly, and the Contractor shall not permit a person who has been so removed to perform any further Work.

#### **Survival of Terms**

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

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

15.12 If the Contractor receives a request for access to any of the Material from a person other than Chinook, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to Chinook.

15.13 Chinook exclusively owns all property rights in the Material that are not intellectual property rights. Any equipment property Chinook may provide to the Contractor or a Subcontractor is Chinook's exclusive property. The Contractor must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to the Contractor, excepting always loss or damage attributable to reasonable wear or tear.

15.14 Chinook exclusively owns all intellectual property rights, including copyright in:

- (a) Received Material the Contractor receives from Chinook, and
- (b) Produced Material, other than any Incorporated Material.

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

15.15 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant Chinook:

- (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 Chinook under section 15.15(a).

### **Conflict of Interest**

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

### **Site Clean Up**

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

### **Camping and Parking**

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

Such use, if approved, shall be at the Contractor's own expense, if any. The approval may be revised or revoked at any time by Chinook.

### **Powers Cumulative**

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

### **Agreement Execution**

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

### **Non-transferable**

- 15.23 The Contractor must not assign any of its rights or obligations under this Agreement without Chinook's prior written consent. Upon providing written notice to the Contractor, Chinook may assign to any person any of Chinook's rights under this Agreement.

### **Representations and Warranties**

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

15.25 The Parties hereto have duly executed this Agreement.

<b>SIGNED AND DELIVERED</b> on behalf of Chinook Comfor Limited Partnership by an authorized representative	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
Chinook Comfor Ken Nielsen, GM	(Contractor or Authorized Signatory)
Dated this __ day of _____, 2024	Dated this __ day of _____, 2024

# Operational Services Contract

## OPERATIONAL SERVICES CONTRACT

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## Schedule A - Services

File: 2024-Uncha\_K4R\_Overstory\_Removal

Attachment to the Agreement with \_\_\_\_\_ for Overstory Removal of MPB Stands in the Nadina Forest District

### 1. **ARTICLE 1: GENERAL TERMS AND CONDITIONS**

#### **Definitions**

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

**"Treatment Type"** means the particular method(s) of mechanical site preparation that the Contractor is obligated to carry out under this Contract; and

**"Treatment Unit"** means the area delineated on the attached map(s) wherein one or more treatment types may be prescribed to be carried out.

**"Work Plan Map"** means a detailed map which shows the Treatment Unit(s) and Treatment Types, the areas which must be avoided, and other special areas such as machine free zones, riparian management areas or wildlife retention patches.

**"Soil Disturbance"** means the soil disturbance caused by a forest practice on an area covered by a Silviculture Prescription or Stand Management Prescription or Treatment Plan including:

- (a) areas occupied by excavated or bladed trails of a temporary nature;
- (b) areas occupied by corduroyed trails;
- (c) areas of dispersed disturbance; and
- (d) compact areas.

Soil Disturbance is further defined in the *Soil Disturbance and Forest Floor Displacement Definition Document* which forms part of this Agreement.

**"Forest Floor Displacement"** means any area(s) where the forest floor has been removed by scalping, gouging, or burning. Forest Floor Displacement is further defined in the *Soil Disturbance and Forest Floor Displacement Definition Document* which forms part of this Agreement.

#### **Amendments and Supplements**

1.02 The Ministry Representative may amend or further supplement the specifications in this schedule with other schedules to this Agreement.

SCHEDULE A

SERVICES (Continued)

Initials
(Contractor)

Initials
(Chinook)

**Equipment Provision and Inspection**

- 1.03 The Contractor must supply all of the equipment that is required for the various Treatment Types specified in Schedule 'B' and Schedule 'C' attached hereto. Such equipment shall be in good working order.
- 1.04 Prior to commencement of the Work or at any time during the course of the Work the Chinook Representative may inspect the equipment. If the Chinook Representative determines that the equipment is unsuitable for the required Work or is not in good working order, the Chinook Representative may suspend operations until the equipment is replaced or repaired.

**ARTICLE 2: STANDARDS OF PERFORMANCE AND WORK PROGRESS**

**Work Plan Map**

- 2.01 Chinook shall provide the Contractor with Work Plan Map(s).
- 2.02 The Contractor shall ensure that:
  - (a) The wheels or tracks of mechanical site preparation equipment are not placed within five metres of a stream or stream bed without specific written permission of a person authorized by the District Manager. An exception to this rule is designated stream crossings specifically indicated on a work plan map.
  - (b) Piles or windrows are not built in wetlands, streams or stream beds.
  - (c) At no time will any substance which may cause pollution to be deposited within any lake, stream or stream bed.
  - (d) No obstruction or fill will be placed or caused to be placed within the high-water level of any lake or stream channel.

**Treatment Along or Across Contours**

- 2.03 Where the Treatment Type necessitates continuous soil exposure, the Contractor shall work along the contours of the Treatment Unit, unless otherwise authorized by the Chinook Representative.
- 2.04 Where the Treatment Type is intermittent, the Contractor may operate across the contours, where specifically authorized to do so by the Chinook Representative.

**Excessive Soil Disturbance**

- 2.05 Where the Chinook Representative determines that the Contractor has caused, by any means whether directly or indirectly, any unacceptable levels and/or categories of soil disturbances, Chinook may notify the Contractor that he must rehabilitate the specified site(s) to an acceptable level at the Contractor's own expense.

SCHEDULE A

SERVICES (Continued)

- 2.06 Should a notice be given by the Chinook Representative under paragraph 2.05, the notice shall specify a deadline by which time the Contractor must have rehabilitated the site(s) to an acceptable level as determined by the Chinook Representative.
- 2.07 Should the Contractor, upon being given notice by Chinook, fail to rehabilitate the site(s) to an acceptable level, no payment will be made for those Treatment units (s) containing site(s) which remain with soil disturbance above unacceptable levels, and Chinook may require the Contractor to pay the cost of rehabilitation.

**ARTICLE 3: INSPECTION, ACCEPTANCE AND PAYMENT**

**Inspection Method**

- 3.01 The Chinook Representative may perform a walkthrough assessment of any or all of the Treatment Units to determine if the Work was performed in accordance with the specifications of attached Schedules and Map(s).
- 3.02 Where the work is not done to an acceptable standard, the Contractor may be required to rework the area. If the area is not reworkable, or if the Contractor does not agree that the area needs to be reworked, the Chinook Representative will inspect the Treatment Unit(s) using the formal inspection method that is appropriate for the Treatment Type. The inspection method that is appropriate will be determined by whether the purpose of the treatment is to obtain natural regeneration from adjacent seed, natural regeneration from seed on-site, to prepare the site for artificial regeneration, or to eradicate mistletoe.

**Inspection Methods for Treatment Objectives:**

- 3.05 Where preparing the site for artificial regeneration (planting) is the objective of the treatment, the following criteria will apply to the Prepared Spot Survey:
  - (a) A series of 0.005 ha (50 m<sup>2</sup> - 3.99 m radius) plots will be established in a Treatment Unit to determine site preparation quality percentage (SPQ). Each plot will measure the number of satisfactorily prepared spots and the potential number of spots which could have been prepared given site conditions. The maximum number of potentially prep arable spots per plot will be based on the target number of prepared spots per hectare specified in Schedule B, and/or the signed and sealed Treatment Plan for the area.

A prepared spot is generally defined as an area which has been mechanically modified by removing trees, slash, vegetation, and exposing mineral soil or a favourable mixture of mineral soil and organic matter in a configuration that will promote seedling survival and growth. Further description of the required attributes of prepared spots are provided in Schedule B, and/or the signed and sealed Treatment Plan for the area and attached hereto.

Site preparation quality is determined by dividing the total number of satisfactorily prepared spots by the total number of potentially preparable spots from the plots and expressing this number as a percentage.

$$SPQ = \frac{\text{total \# of satisfactorily prepared spots}}{\text{total \# of potentially prep arable spots}} * 100$$

SCHEDULE A

SERVICES (Continued)

- (b) Upon determination of the site preparation quality percentage (SPQ), the basic payment will be adjusted by applying the following formula:

$$\text{Payment \%} = (\text{SPQ} \times 1.08) - \frac{[100 - (\text{SPQ} \times 1.08)]^2}{8}$$

8

Payment % cannot exceed 100%.

- (c) Any contiguous area greater than one-tenth (1/10) hectare shall be declared unsatisfactorily treated when SPQ is less than the minimum acceptable standard of 85%.

3.06 Where the eradication of mistletoe is the objective of treatment, the following criteria apply to the Mistletoe Eradication Survey:

- (a) The 0.01 ha. (100 m<sup>2</sup> - 5.64 m radius) plot is satisfactorily treated if all residual trees which are designated for cutting which are greater than 30 centimetres in height (or a height specified in Schedule B attached hereto) have been cut off below the lowest live limb or girdled in a manner acceptable to Chinook.
- (b) To qualify for payment, at least 85% of the sample plots established must be satisfactorily treated, and the satisfactorily treated plots must be well distributed throughout the Treatment Unit. Where the inspection indicates less than 85% of the plots are satisfactorily treated the Contractor may be required to rework the area.

**Option to Renew**

The Contract contains an *'option to renew'* clause whereby Chinook 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 Chinook's sole opinion, a negotiated rate change is warranted



## Schedule B – Contract Payment

File: 2024-25-K4R-Uncha\_Overstory-Removal

Attachment to the Agreement with \_\_\_\_\_ for Uncha Overstory  
Knockdown/Removal of Wildfire Impacted Stands in the Nadina Forest District.

### 1. Fees

1.01 Your fees (**exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to Chinook**) will be based on the Price/Unit indicated in the following table during which you are providing the Services, up to the maximum estimated quantities indicated. The Contractor is not to exceed the estimated quantities without the prior written approval of the Ministry Representative.

Price Schedule					
Item No.	Item or Description of Work	Unit of Measurement	A Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Chinook Community Forest (Include cents to the two decimal places.) (C = A x B)
1	K4R_574	ha	14.4	\$	\$
2	K4R_576	ha	13.6	\$	\$
3	K4R_581	ha	7.7	\$	\$
4	K4R_584	ha	1.5	\$	\$
Total Area			<b>37.2</b>		\$
<b>Total Price:</b>					\$

1.02 In no event will **fees** payable to you in accordance with this Schedule exceed in total \$

# **SCHEDULE B**

## CONTRACT PAYMENT

### **2. Expenses**

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

### **3. Holdback from Payment**

3.01 As per the Agreement, Chinook will withhold 10% of the calculated amount from any payment. The 10% holdback will be retained for 40 calendar days after completion, or earlier termination, of all Services, and interest is not payable on the amount held back by Chinook.

Chinook is authorized, but not obliged, to apply the holdback funds as follows:

- a) firstly, to any unpaid government agencies or boards;
- b) secondly to the Contractor's workers, direct subcontractors and suppliers, where required to do so by court order; and
- c) thirdly as security for the correction of any breach of a provision of the Agreement.

### **4. Submission of Statement of Account**

4.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us on total satisfactory completion of the services.

4.02 The Statement of Account(s) must show the following:

- (a) your legal name, address, the date and the period of time to which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
- (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
- (f) any other billing information reasonably requested by us.

4.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.

4.04 Invoices are to be submitted to: Chinook Community Forest, Box 969, Burns Lake BC V0J 1E0 or by email to [ap@chinookcomfor.ca](mailto:ap@chinookcomfor.ca)



**SCHEDULE C -  
Other Conditions**  
  
**For use with  
Operational Services Contract**

CONTRACT NO.: 2024 25 K4R Uncha Overstory Removal	ATTACHMENT TO CONTRACT DATED THE ____ DAY OF _____, 20__.
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Attachment to the Agreement 2024-25 K4R Uncha Overstory Removal of areas impacted by the Mountain Pine Beetle

**SITE PREPARATION TREATMENT(s) TO BE APPLIED**

The Contractor will complete the following site preparation treatments in accordance with the following specifications:

**1. PILING OF DEAD, DYING, OR UNACCEPTABLE TREES AND BRUSH SPECIES**

**1.1** The purpose of this agreement is to mechanically knockdown and remove and/or pile non-commercial vegetation and/or dead, dying, or unacceptable trees on the Work Area(s) by using an excavator with a piling rake, crawler tractor, or other machinery deemed appropriate by the Chinook Representative.

**1.2** Where prescribed (and in addition to the piling described above) the purpose of this agreement is to create microsites free from brush and debris that can be planted (“plantable spots”)

Equipment operators must regularly complete quality plots to ensure the site preparation activity meets the treatment specifications identified on the treatment unit maps and treatment plan.

The objective of the site preparation treatment(s) is to create plantable spots so the Work Area(s) are prepared for artificial regeneration.

**1.3** Machine operators are required to have devices with Avenza Maps to identify the boundaries of the Work Area(s).

**1.4** Danger tree assessments and danger tree falling must be completed by the Contractor to a standard that would allow the Work area to be safely planted shortly after the completion of Work under this agreement.

**1.5** In addition to specified areas on the contract map(s) and Treatment Plan map(s) as Reserved Timber, the Contractor must retain healthy, acceptable advanced coniferous (except pine species) and deciduous trees whenever operationally possible and safe to do so.

The Contractor must pile the trees and non-commercial vegetation (that is not removed under an FLTC) on the work area in a manner that creates large, compact, and dense piles conducive to burning.

**1.6** Any timber or woody debris that is moved to roadsides or landings across the entire FLTC area, and not subsequently removed, must be piled and burned in accordance with the specifications of this agreement.



## 1.7 Timing

The Contractor must conduct mechanical site preparation, and pile burning operations under the following timing constraints:

- a) seasonal restrictions:
  - i. When conditions are sufficiently dry so that potentially detrimental soil disturbance resulting from Work completed under this Agreement does not exceed the applicable maximum limit(s) under section 35 of the Forest Planning and Practices Regulation, and/or set out in the Treatment Plan for the Work Area(s).
  - ii. Tree cutting, removal and debris piling must be completed in **the summer/fall and/or winter ONLY**
  - iii. All work must be completed by March 01, 2024.
- b) daily / hourly restrictions:
  - i. none:   X
  - ii. week days only (excluding official holidays):   NO

## 1.8 Roads

- 1.8.1 The Contractor must construct new roads and/or restore existing roads at the locations identified on the attached project map(s).
- 1.8.2 The contractor must construct roads in accordance with the Forestry Licence to Cut and in accordance with any applicable forestry legislation pertaining to British Columbia.
- 1.8.3 New Road construction must be done to a “short term” road standard. A “short term” road is a road with the stumps removed and a bladed running surface. There may be elements of ditching and elevated grade, particularly around wet areas, but these features are not continuous.
- 1.8.4 Temporary winter stream crossings must be constructed at the locations identified on the attached project map(s), and in accordance with the “*Fish Stream Crossings Guidebook*”.

## 1.9 Other

- 1.9.1 Upon completion of site preparation treatments, the Contractor will deactivate any temporary skid trails or temporary winter stream crossings constructed or used by the contractor unless otherwise directed by the Chinook Representative.
- 1.9.2 Any infrastructure (e.g., fences, water supply lines, etc.) damaged by the Contractor during operations will be repaired at the expense of the Contractor.
- 1.9.3 On slopes greater than 20 percent (%) any trails, fireguards, or roads must be water barred every 50 metres prior to completion of site preparation operations.

## 2. ACTIVITY FUEL REDUCTION (SLASH DISPOSAL)

2.1 Piles of timber and woody debris that are to be burnt, including any landing or roadside piles, must be located a minimum of 30 metres away from contiguous standing timber.

2.2 Contractor must attain a burn reference number: *As a reminder, the registration number is not a permit and is not an authority to burn but is rather a requirement for burning under Wildfire Regulation. A person who contravenes the [Wildfire Act](#) or [Wildfire Regulation](#) may be liable for fire suppression and damage costs. It is your responsibility to be aware of and comply with any Open Fire Prohibitions that come into effect during the time your registration number is active.*

2.3 Furthermore, please ensure that you practice safe burning and meet all equipment requirements for Category 2/Category 3 burning; comply with the [Ministry of Environment's Environmental Management Act](#), including the [Open Burning Smoke Control Regulations](#); and ensure you obtain the Air Quality Ventilation Index prior to burning by accessing the [text version](#), [interactive map](#), or by calling 1-888-281-2992.

2.4 *As well, the expiry date of the burn registration number is the date that the open fire must be fully extinguished by. For Category 3 Open Fires, Documentation of actions taken to confirm extinguishment must be provided on request by an official.*

2.5 *It is your responsibility to check with local authorities to understand current restrictions and regulations, as local jurisdictions may have their own requirements in place which you are required to follow. Information on fire prohibitions, burning restrictions, and safety equipment can be found at [www.bcwildfire.ca](http://www.bcwildfire.ca).*

2.6 Contractor must submit to Chinook the attached excel spreadsheet

2.7 Contractor **MUST** take action to address any hot spots found.

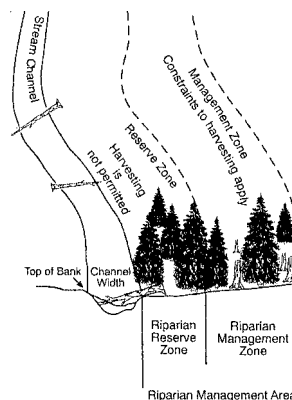
### 3. OTHER RESOURCE VALUES or ISSUES

#### 3.1 Riparian

3.1.1 All requirements of the Forest Planning and Practices Regulation for riparian management areas (RMA) must be adhered to unless a written exemption has been provided by the District Manager.

3.1.2 Unless otherwise authorized in writing by the Chinook Representative or at an existing road, equipment must not enter a riparian reserve zone (RRZ) and trees in the RRZ (other than danger trees) must not be cut, damaged or removed. Accordingly the following sections of this Schedule will be applicable to the following RMA's.

RMA (as identified on the contract map)	Treatments allowed under this Schedule within the RMA	
Streams - See Treatment Plan for each Work Area	RRZ	No treatment other than falling of danger trees
	RMZ	Normal piling (and mounding where applicable) allowed. Wheels or tracks of machinery and mounds are not permitted



		within 5 m of the stream(s). See Treatment Plan(s) for each Work Area for further details
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Lakes and Wetlands - See Treatment Plan for each Work Area	RRZ	No treatment other than falling of danger trees
	RMZ	Normal piling (and mounding where applicable) allowed. Wheels or tracks of machinery and mounds are not permitted within 5 m of the lake(s) and wetland(s). See Treatment Plan(s) for each Work Area for further details

**3.2 Cultural Heritage Resources or Archaeological Values**

3.2.1 Any cultural heritage resources or archaeological values that are discovered by the Contractor in the Work Area and have not previously been identified will immediately be brought to the attention of the Chinook Representative.

3.2.2 The Contractor will not work in the immediate vicinity of where the previously unidentified cultural heritage resource or archaeological values is discovered until written instructions are provided by the Chinook Representative.

3.2.3 The Contractor will comply with any written instructions from the Chinook Representative to protect previously unidentified cultural heritage resources or archaeological values.

Attachment to the Agreement with \_\_\_\_\_ for Uncha Overstory Knockdown/Removal of Wildfire Impacted stands in the Nadina Forest District.

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 11 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 Chinook Community Forest.
3. Where a warranty period is required by Chinook Community Forest 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 Chinook Community Forest. All such insurance shall be at no expense to Chinook Community Forest. If Chinook Community Forest requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by Chinook Community Forest.
5. Notwithstanding Paragraph 6, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with Chinook Community Forest representative evidence of insurance coverage. When requested by Chinook Community Forest the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Copy of Insurance) or Confirmation of Unlicensed Vehicle Coverage maybe 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 Chinook Community Forest. Material change with respect to Professional

Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to Chinook Community Forest.

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 Chinook Community Forest evidence of renewal or new policy meeting the requirements of the expired insurance in the form of Copies of renewal slip/insurance papers, 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 11.
11. The following forms of insurance and specified minimum limits are required:
  - a) Commercial General Liability insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and 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 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 further such risk exists:**

Forest Fire Fighting Expense Coverage in the amount of:

√\$1 million

\$500,000

Not applicable

Sudden and Accidental Pollution endorsement on the Commercial General liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, such policy shall not contain an "insured vs insured" exclusion and this insurance shall include Chinook Community Forest as an additional insured as stated below:

\$250,000

\$500,000

\$1 million

Not applicable

Chinook Community Forest is to be added as an "Additional Insured" under this policy, as follows: Chinook Comfor Limited Partnership and any of its employees, servants, or agents.

## **B) Automobile Liability**

Schedule- D Insurance Schedule Page 3 of 3

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.

Attachment to the Agreement with \_\_\_\_\_ for Overstory Knockdown/ Removal of MPB impacted stands **within the Nadina Forest District.**

Terms such as “employer”, “independent operator”, “multiple employer workplace”, “owner”, “prime contractor”, and “worker” have the meanings given those terms by Part 3 of the *Workers’ Compensation Act (WC Act)*.

### ARTICLE 1: Other Safety Considerations

#### Notice of Project

- 1.01 In accordance with the *WC Act* and its regulations, the Contractor must submit a notice of project, as applicable, to WorkSafe BC, unless the Contractor is notified in writing that Chinook Community Forest will submit the notice of project.
- 1.02 Where the Contractor submits the notice of project, a copy must be provided to Chinook Community Forest. Where Chinook Community Forest submits the notice of project, the Contractor must provide, upon our request, all the information necessary to support the notice of project, and Chinook Community Forest will provide the Contractor 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 Chinook Community Forest 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 Chinook Community Forest to adequately collect and address safety or other related incidences but 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 Chinook Community Forest brings safety concerns to the attention of the Contractor, it shall give full consideration to the issues raised and provide Chinook Community Forest with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *Workers Compensation Act* and its regulations.

- 1.06 The Contractor or any Subcontractors must, upon Chinook Community Forest request, provide evidence to the satisfaction of Chinook Community Forest that the Contractor or its Subcontractors have:
- (a) an employee monitoring system that will periodically ensure the well being of all the Contractor's or its Subcontractor's employees commensurate with the risks associated with the employee's activities; and
  - (b) 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; and
  - (c) evidence of training and any required certifications required under *WC Act* or its regulations; and
  - (d) 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.

**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 Chinook Community Forest and shall carry out the duties described therein, where any of the following conditions exist:
    - (i) Chinook Community Forest gave notice that the Successful Bidder would be the Prime Contractor;
    - (ii) Chinook Community Forest 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 Chinook Community Forest 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) Chinook Community Forest 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) Chinook Community Forest may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, Chinook Community Forest creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.
- 2.03 Where the Contractor is an Endorsed New Entrant by BC Forest Safety Council, Chinook Community Forest will not consider the Contractor to be qualified to function as a prime contractor and the Contractor will be unable to subcontract in any manner that will create a multiple employer workplace.
- 2.04 Chinook Community Forest 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.

- 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 breast height (DBH), 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 is designated for all forestry related hand falling activities and for all non-forestry related hand falling activities taking place on or after April 1, 2013.
- 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
- 3.05 No hand falling operations will commence without 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 Chinook Community Forest 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 Chinook Community Forest 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.



## Community Forest **SCHEDULE E (1) SAFETY**

Attachment to the Agreement with \_\_\_\_\_ for Uncha Overstory Knockdown/Removal of MPB impacted stands in the Nadina Forest District.

1. Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:
  - (a) Certified in the BC Forest Safety Council SAFE Company Program; or
  - (b) Certified under another safety scheme recognized by BC Forest Safety Council, and that certification or endorsement is maintained in good standing while working or providing direction on the Place of Work or Work Area.
2. The Contractor may apply in writing to Chinook Community Forest 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. Chinook Community Forest 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 Chinook in its sole opinion.

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



**Schedule F Safe Certification**

**THIS AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_ 2024.

**FOR: 2024-25\_K4R\_Uncha\_Overstory\_Removal**

**BETWEEN:**

Chinook Comfor Limited, a corporation governed by the *Canada Business Corporations Act* and extra-provincially registered in British Columbia, having an office located at 485 16Hwy West Burns Lake, BC V0J 1E0

(the "Company")

**AND:**

(the "Prime Contractor")

**WHEREAS:**

The contractor is safe certified under the Forest Safety Council of British Columbia, and will attach a copy of the company's certificate.

**(IN WITNESS WHEREOF)** this Agreement has been executed by the parties on the day and year first above written.

**Company:** Chinook Comfor Limited

**Prime Contractor:** \_\_\_\_\_

**Name:** Ken Nielsen

**Name:** \_\_\_\_\_

**Title:** General Manager

**Title:** \_\_\_\_\_

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

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



## Schedule G Prime Contractor Agreement

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**THIS AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_ 2024.

**FOR: 2024-25\_K4R\_Uncha\_Overstory\_Removal**

**BETWEEN:**

Chinook Comfor Limited, a corporation governed by the *Canada Business Corporations Act* and extra-provincially registered in British Columbia, having an office located at 485 16Hwy West, Burns Lake BC V0J 1E0

(the "Company")

**AND:**

(the "Prime Contractor")

**WHEREAS:**

- (A) The Company and the Prime Contractor entered into an Operational Service Contract (the "Contract") dated August 1, 2024 wherein the Prime Contractor agreed to perform certain Work on the Area of Operation as set out in the Contract;
- (B) The Area of Operation is a multiple-employer workplace under the *Workers Compensation Act* (the "Act"); and
- (C) The Prime Contractor has agreed with the Company to be designated as the prime contractor for the purposes of coordinating occupational health and safety matters under the Act and the written policies of the Company at the Workplaces designated herein on the terms and conditions set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the terms and conditions of this Agreement and for valuable consideration exchanged between the parties (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

### **Designation**

The Company designates the Prime Contractor and the Prime Contractor accepts the designation from the Company as the prime contractor (as defined in the Act) for all those multi-

employer workplaces at which the Prime Contractor has accepted such responsibility on the Company's Defined Area Safety Orientation Safety Release form(s) in use by the Company from time to time, and each such workplace shall be deemed a "Workplace" under this Prime Contractor Agreement.

## **1. Responsibilities of the Prime Contractor**

The Prime Contractor will fully comply with all of the duties and responsibilities that are required of a prime contractor as established under the Act, the Occupational Health and Safety Regulation, and any other applicable legislation and, without limiting the generality of the foregoing, will do all of the following:

- (a) ensure that the activities of employers, workers and other persons at the Workplace relating to occupational health and safety are coordinated, consistent with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Company's written policies relating to occupational health and safety (the "Rules");
- (b) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Rules at the Workplace;
- (c) establish and maintain a safety program for operations at the Workplace (the "Safety Program") and site specific safety plans (the "Site Specific Safety Plans") for site specific Workplaces as and when required pursuant to the Safety Program;
- (d) conduct workplace assessments to ensure that equipment, supplies, facilities, first aid attendants and services are adequate and appropriate and ensure that a system or process is in place to establish and maintain the first aid equipment, supplies, facilities, first aid attendants and services as required under Section 3.20 of the Occupational Health and Safety Regulation;
- (e) establish, monitor and coordinate the activities of a joint health and safety committee within the Workplace where required by the Act or its regulations or guidelines or as otherwise necessary to coordinate occupational health and safety matters at the Workplace;
- (f) prepare and deliver the notice of operation (the "Notice of Project-Forestry") as and when required by Section 26.4 of the Occupational Health and Safety Regulation;
- (g) obtain from each employer within the Workplace the name of the person designated as supervisor of the employer's workers as required under Section 118(3) of the Act;
- (h) collect safety statistics regarding the operations of the Contractor and any subcontractors on forms provided by the Company and on a monthly basis, by the 3rd

working day of each calendar month, provide a report to the Company in an acceptable form setting out matters relating to safety at the Workplace for the preceding month;

- (i) immediately notify the Company of (i) an inspection or investigation relating to safety by a government official or (ii) any possible contravention of occupational health or safety legislation arising at the Workplace;
- (j) notify the Company of all incidents at the Workplace requiring medical treatment and any other incidents that are required to be recorded pursuant to the Safety Program, within 24 hours of the occurrence of the incident;
- (k) promptly implement all safety recommendations of the Company, acting reasonably;
- (l) deliver to the Company
  - i. a copy of the Notice of Project-Forestry, and
  - ii. a copy of the Safety Program;
- (m) provide to all other employers within the Workplace the applicable Site Specific Safety Plans prepared pursuant to the Safety Program;
- (n) take steps to develop and maintain open communication relating to safety matters with the other employers and workers within the Workplace; and
- (o) provide additional training to the safety committee if required by the Company.

## **2. Responsibilities of the Company**

The Company will

- (a) review the Safety Program prior to its implementation and may require that the Prime Contractor make changes to the Safety Program that the Company reasonably believes better reflect the intent of the Act, the Occupational Health and Safety Regulation, any other applicable legislation or the Rules and, if such a request is made, the Prime Contractor will promptly make all such reasonable changes to the Safety Program, and
- (b) from time to time attend at the Workplace to review all aspects of safety, including the Prime Contractor's implementation of the Safety Program, and the Prime Contractor will respond to any concerns the Company may have with regard to safety within the Workplace.

**3. Changes by the Company**

The Company may at any time during the term of the Contract, and on written notice to the Prime Contractor, suspend, limit, or terminate any or all of the Prime Contractor’s obligations under this Prime Contractor Agreement, as solely determined by the Company.

**4. 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

**5. IN WITNESS WHEREOF** this Agreement has been executed by the parties on the day and year first above written.

Company: Chinook Comfor Limited

Prime Contractor: \_\_\_\_\_

Name: Ken Nielsen

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

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

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

## **Enforcement of Road, and Radio Use Policies**

### **Road and Radio Use Policy**

This Policy defines the Road, Radio and Enforcement rules and requirements applicable to the use of Chinook Comfor LP. (collectively referred to as the “Company”) Permitted Road Systems (“Permitted Roads”)

### **General Requirements**

All drivers of vehicles operating on Permitted Roads assume responsibility for operating in a **SAFE, COURTEOUS** and **LEGAL** manner.

This Policy is consistent with the May 1, 2010 Nadina Road Safety Management Group Road and Radio Policies for use in the Nadina Forest District. Note that these Policies are in addition to any rules and requirements of the Criminal Code, Motor Vehicle Act and its Regulations, the Worker’s Compensation Act and its Regulations and the Industrial Transportation Act and its Regulations, and any other applicable laws.

Permitted Roads are public roads, and public use can occur at any time. The Permitted Roads are “Radio Assisted”, meaning two-way radios are to be used to assist in **traffic control**. Public users may not have a two-way radio. **DRIVE TO THE ROAD, NOT THE RADIO.**

All persons working under contract with the Company are required to comply with the Company’s Road, Radio and Use Policy. Industrial users of Permitted Roads not under contract with the Company must obtain a Road Use Agreement prior to their use of Permitted Roads. **COMPANY CONTRACT CLAUSES AND ROAD USE AGREEMENTS CONTAIN MONITORING ENFORCEMENT PROVISIONS FOR THIS ROAD USE POLICY, INCLUDING PENALTY PROVISIONS.**

Drivers must drive to the condition of the roads, the weather conditions, and the capabilities of the vehicle they are driving. Drivers must not exceed posted speed limits, or where there is no posted limit, the maximum speed limit under BC law on any un-posted road outside a municipality is 80km/hr. All drivers must slow down when approaching bridges, corners, blind hills, intersections, areas with reduced line of sight and any other potential hazards.

All vehicles operated by the Company or its Contractors and Subcontractors on Permitted Roads are required to have a radio capable of transmitting and receiving



on the applicable road frequencies used by the Company. Drivers of non-radio equipped vehicles should always follow a radio-equipped vehicle.

### Procedures

The following are the Nadina Road Safety Management Group Road and Radio Policies for use in the Nadina Forest District:

- Forest Road Procedure #1 – DRIVING FOREST ROADS
- Forest Road Procedure #2 – RADIO CALLING
- Forest Road Procedure #3 – LOW BEDDING/WIDE LOADS
- Forest Road Procedure # 4 – ROAD SIGN PLACEMENT

Which can be found at <http://www.for.gov.bc.ca/dnd>

### Supplemental Information

1. **Long Vehicles:** Up Direction; Selected pullouts of sufficient size to accommodate a long vehicle are marked on main roads with the location of the pullout.
2. **All Employers/Contractors:** will be responsible for the distribution and review of this Policy (including updates), with their Subcontractors and employees.
3. **Road Maintenance:** Ground crews will post warning signs on both sides of where they are working. Traffic must pass at a safe reduced speed, and must be prepared to stop.
4. **Emergency Vehicles:** Emergency vehicles responding to an emergency situation have priority (**UP or DOWN directions**) over all other industrial vehicles and radio traffic.
5. **Graders:** Graders, while grading, all to call all km posts whether grading in the **UP** direction or **Down** direction.
6. **Road Safety Reporting:** All road users should report road safety deficiencies to Company supervisors immediately.

## **Enforcement of Road, and Radio Use Policies**

### **1. General:**

- a. Compliance with the Road and Radio Use Policy is required of all industrial road users using Permitted Roads.
- b. Compliance monitoring will be undertaken using a systematic third-party audit process, as well as by road users themselves (Babine Forest Products staff, Contractor and Subcontractor employees, and truck drivers), and
- c. The Enforcement Program will consist of a “Demerit” points system with escalating penalties, administered by Company staff reporting to the Road Use Sub-Committee. In the interests of fairness, identified problems will be determined to be verifiable or not. ‘Verifiable’ means that the issue or problem can be clearly verified to have happened at a specific time and place (such as, for example, a radar speed readout).

### **2. Monitoring:**

- a. A third-party contractor (Safety Compliance Officer) will monitor Road, Radio, and Tug/Barge use. The monitoring will be systematic but will occur at random times and locations. The third-party contractor is expected to be familiar with the Permitted Roads and road users. Noncompliance issues will be documented on the appropriate form by the Safety Compliance Officer.
- b. Road users will also monitor Permitted Road and Radio use during their daily activities. Non-compliance issues must be documented with specifics and must be provided to a Company or Contractor supervisor, or may be placed in the box at the scale house. The near miss form (EMS Form 0342) is the recommended form to use.
- c. **Enforcement:**  
The Company will administer the Enforcement Program, which will consist of:
  - i. Tabulating the results of the monitoring program,
  - ii. determining if the incident/problem is verifiable,
  - iii. assigning demerit point(s), as applicable,

- iv. tracking demerit points,
- v. enforcing penalties, and managing the appeal process.

Radio Use	D P	Road Use	D P	Other	D P
<ul style="list-style-type: none"> <li>□ Not Calling: Kms per Policy, when entering road, when road is blocked</li> <li>□ Using road/landmark nicknames</li> </ul>	2	General Speeding: <ul style="list-style-type: none"> <li>• passing mtce equip too fast or unsafely,</li> <li>• driving too fast for conditions</li> </ul>	2	Unsafe loads <ul style="list-style-type: none"> <li>• obvious sweepers,</li> <li>• excessive height above the stakes,</li> <li>• loose load straps</li> <li>• no load flags</li> </ul> First offence Second offence	1 2
Switching channels: <ul style="list-style-type: none"> <li>• without pulling over,</li> <li>• loaded log truck ,</li> <li>• when loading on barge</li> </ul>	3	Specific speeding: <ul style="list-style-type: none"> <li>0-10 km over</li> <li>11-20km over</li> <li>21-30km over</li> </ul>	- 2 3	Improper use of chains (pattern of poor use), or Not carrying chains (heavy industrial vehicles)	1
Unnecessary Chatter:	2	Failure to follow posted signs (Stop/Yield)	1	Not displaying Vehicle ID plate	1
Use of non-business audio devices	1	Clearing traffic: <b>UP</b> traffic not clearing <b>DOWN</b> traffic properly	2	Miss-Calling (improper sequence)	-

- d. Demerit points will be assigned based on verifiable offences. Nonverifiable and minor offenses will result in a verbal warning. The Tracking period for Demerit points is June 01 to May 31 (annually) and any points assigned during this time period will be cancelled when a new time period begins.
- e. Individuals assigned demerit points will be given the opportunity to appeal to the Chinook's Manager, or designate, for consideration. After providing the individual with an opportunity to be heard the Woods Manager will make the final decision.
- f. In cases of 'industrial' use of Company Permitted Roads by persons not under control of the Company, the enforcement provisions will be guided by the respective Road Use Agreement and/or Ministry of Forests and Range staff.

**3. Penalty:**

- a. Penalties will be based on accumulated Demerit points:
  - i. 1 to 3: **VERBAL WARNING**
  - ii. 4 to 6: **WRITTEN WARNING**
  - iii. 7 to 10: **1 DAY SUSPENSION OF DRIVING PRIVILEGES** on Company Permitted Roads.
  - iv. 11 or above: **LOSS OF DRIVING PRIVILEGES** on Company Permitted Roads.

**NOTE: Notwithstanding the assignment of demerit points, significant breaches of the Road and Radio Policy that pose, or may have posed, a safety hazard (for example, impaired driving) may result in an immediate suspension of driving privileges on all Permitted Roads, and information being forwarded to the RCMP.**

- b. The Company will be responsible for forwarding written warnings to the Contractor and for enforcing any driving suspension on the Company's employees.
- c. The Contractor will be responsible for forwarding written warnings and enforcing any driving suspensions on Contractor employees or Subcontractors.

**4. Review:**

- a. This monitoring and enforcement program is subject to periodic review.

**CHINOOK COMFOR LIMITED PARTNERSHIP**

**CONSULTANT**

Date: August 1, 2024

Date: August 1, 2024

Name: Ken Nielsen

Name:

Title: General Manager

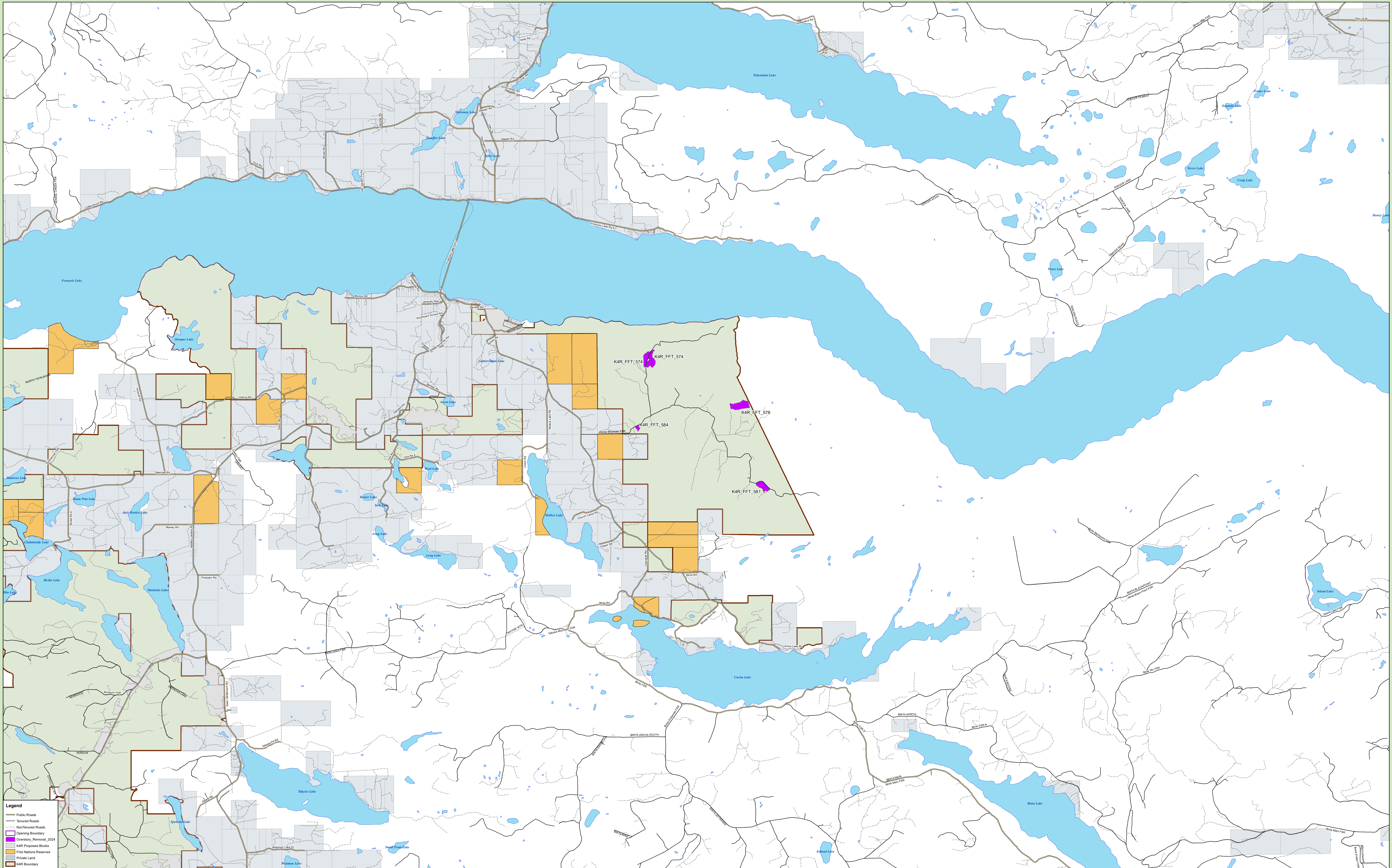
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Signature:

Signature:














## **Schedule R Road & Radio Policy**



**Legend**

- Public Roads
- Tenured Roads
- Non-Tenured Roads
- Opening Boundary
- Overstory Removal 2024
- KAR Proposed Blocks
- First Nations Reserves
- Private Land
- KAR Boundary

**Legend**

-  Elevation
-  Streams
-  BCTS Roads
-  Other Roads
-  Tenured Roads
-  VRI Polygons
-  Overstory Removal Area
-  Opening Boundary
-  BEC
-  FTA Cutblocks
-  Silviculture Openings

# K4R FIP 2024 OVERSTORY REMOVAL MAP

**OPENING: K4R\_574 ---- Opening ID: 1778873**

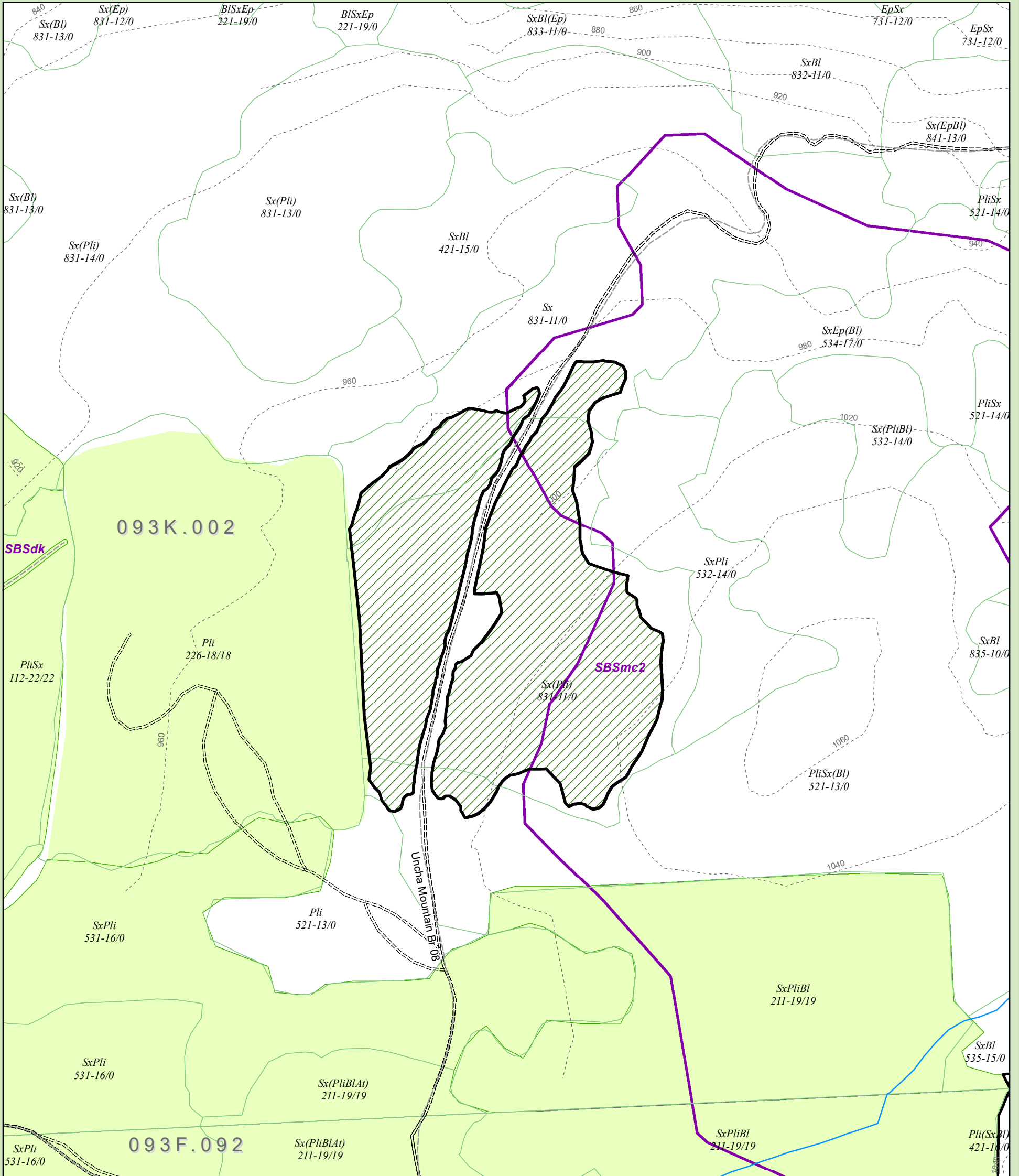
Location: Uncha Mountain  
District: Nadina

Region: NIFR  
Mapsheet: 093K.002

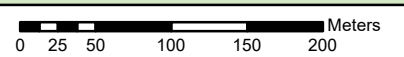
Latitude: 54°00'21"N  
Longitude: 125°40'05"W

Date: 2023-11-16

SU	Strata	BEC	Area	Inventory/Silviculture Labels		Treatment Recommendations	Area
1	A	SBSmc2/dk	14.4	Inv Label	NSR		
				Silv Label			
				Inv Label			
				Silv Label			
WTR							
NPNat			0.0				
NPUnn			0.0				
<b>Total Area Surveyed</b>			<b>14.4</b>				



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 Burns Lake, BC F: 250 692-3464  
 V0J 1E0 E: loretta.johnson@freegrowing.ca



1:5,000

**Legend**

- Elevation
- Streams
- BCTS Roads
- ===== Other Roads
- ===== Tenured Roads
- VRI Polygons
- ▨ Overstory Removal Area
- ▭ Opening Boundary
- ▭ BEC
- ▭ FTA Cutblocks
- ▭ Silviculture Openings

# K4R FIP 2024 OVERSTORY REMOVAL MAP

**OPENING: K4R\_576 ---- Opening ID: 1778874**

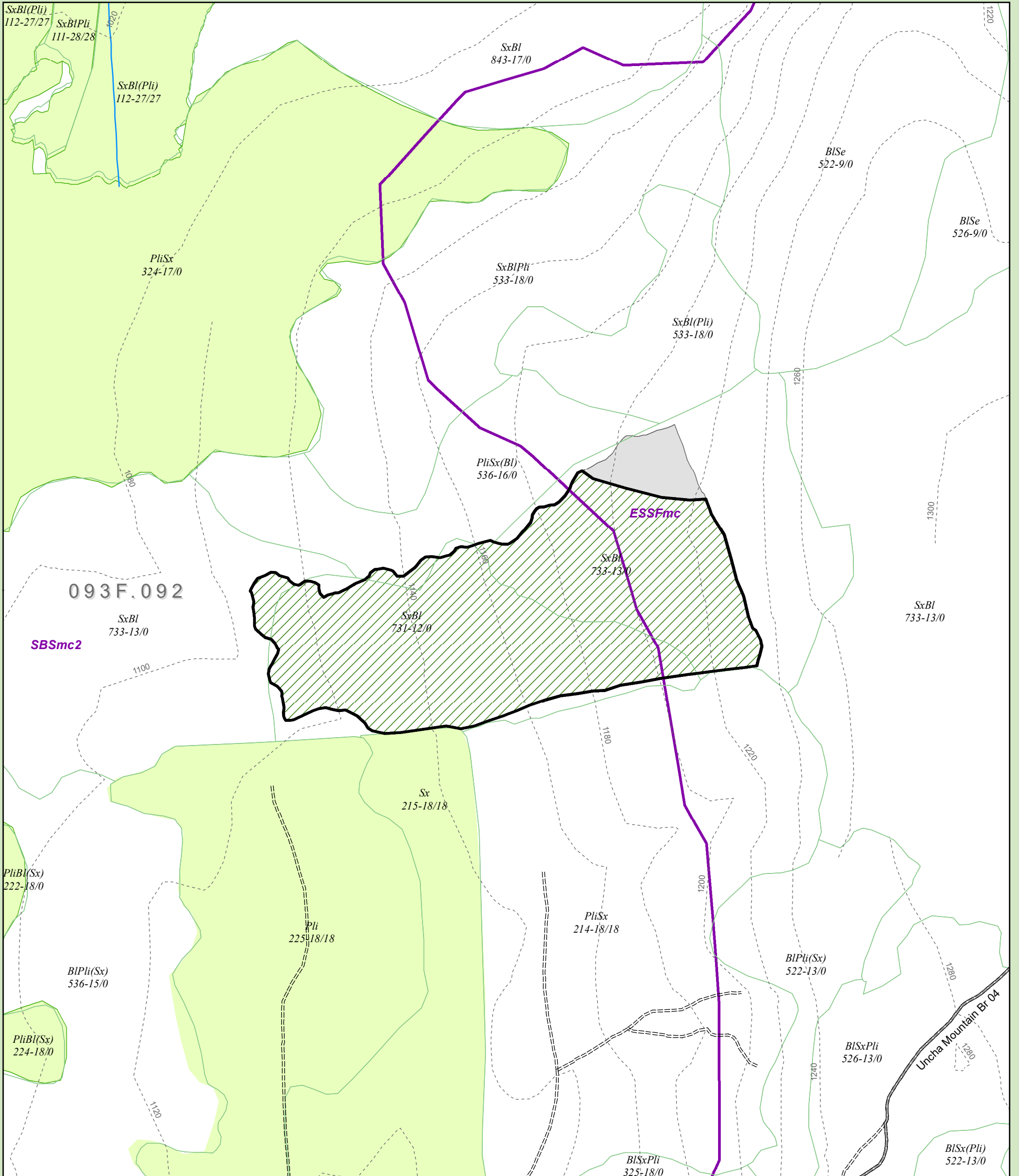
Location: Uncha Mountain  
District: Nadina

Region: NIFR  
Mapsheet: 093F.092

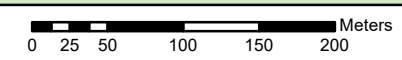
Latitude: 53°59'32"N  
Longitude: 125°37'25"W

SU	Strata	BEC	Area	Inventory/Silviculture Labels		Treatment Recommendations	Area
1	A	SBSmc2	13.6	Inv Label	NSR		
				Silv Label			
				Inv Label			
				Silv Label			
WTR							
NPNat			0.0				
NPUnn			0.0				
<b>Total Area Surveyed</b>			<b>13.6</b>				

Date: 2023-11-14



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# K4R FIP 2024 OVERSTORY REMOVAL MAP













OPENING: K4R\_581 ---- Opening ID: 1778875

Location: Uncha Mountain  
District: Nadina

Region: NIFR  
Mapsheet: 093F.092

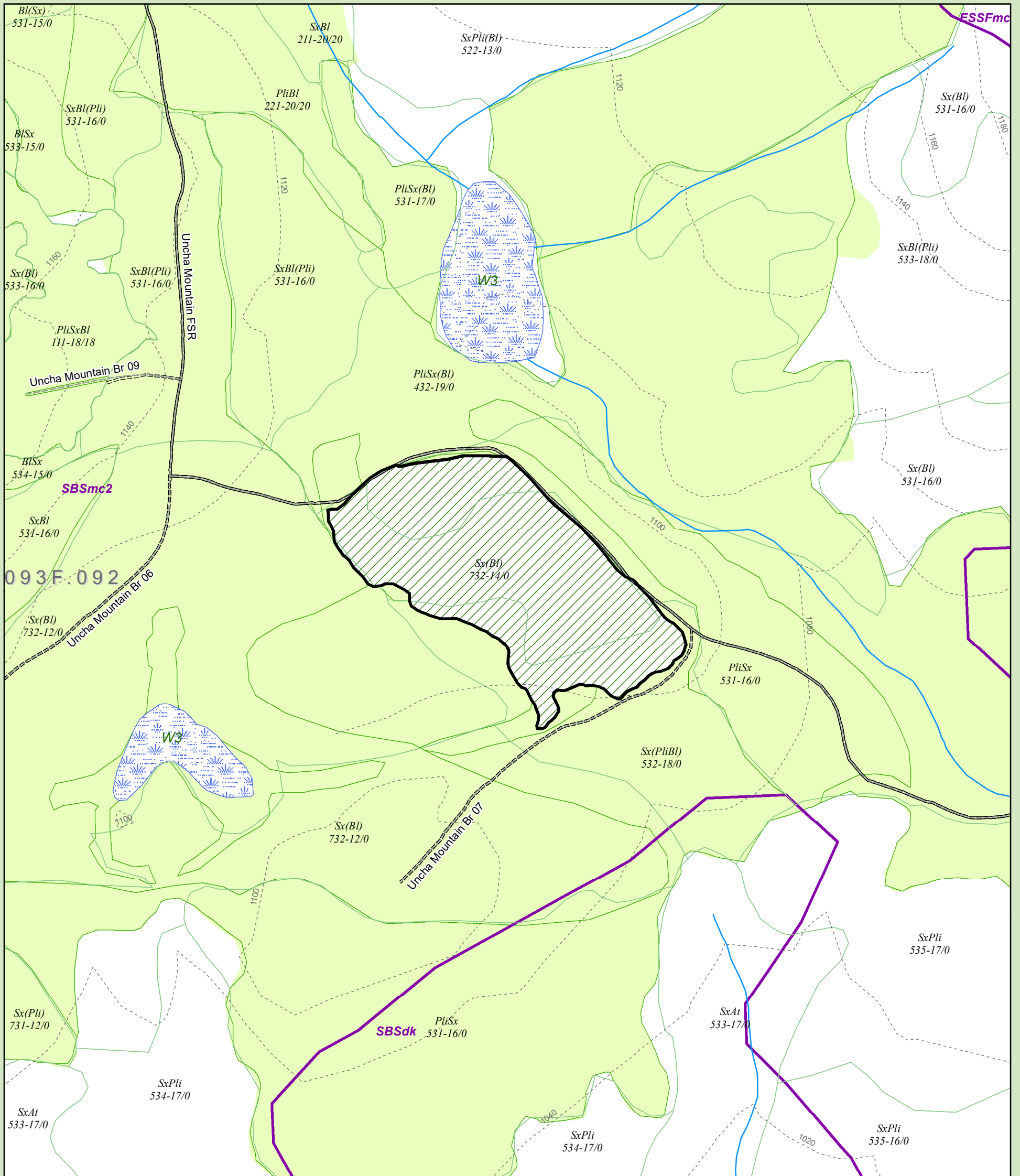
Latitude: 53°58'09"N  
Longitude: 125°36'46"W

## Legend

-  Elevation
-  Streams
-  BCTS Roads
-  Other Roads
-  Tenured Roads
-  VRI Polygons
-  Overstory Removal Area
-  Opening Boundary
-  BEC
-  FTA Cutblocks
-  Silviculture Openings
-  Wetlands

SU	Strata	BEC	Area	Inventory/Silviculture Labels		Treatment Recommendations	Area
1	A	SBSmc2	7.7	Inv Label	NSR		
				Silv Label			
				Inv Label			
				Silv Label			
			WTR				
			NPNat	0.0			
			NPUnn	0.0			
			<b>Total Area Surveyed</b>	<b>7.7</b>			

Date: 2023-11-14



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0 25 50 100 150 200 Meters  
**1:5,000**

# K4R FIP 2024 OVERSTORY REMOVAL MAP











OPENING: K4R\_584 ---- Opening ID: 1778877

Location: Uncha Mountain  
District: Nadina

Region: NIFR  
Mapsheet: 093F.092

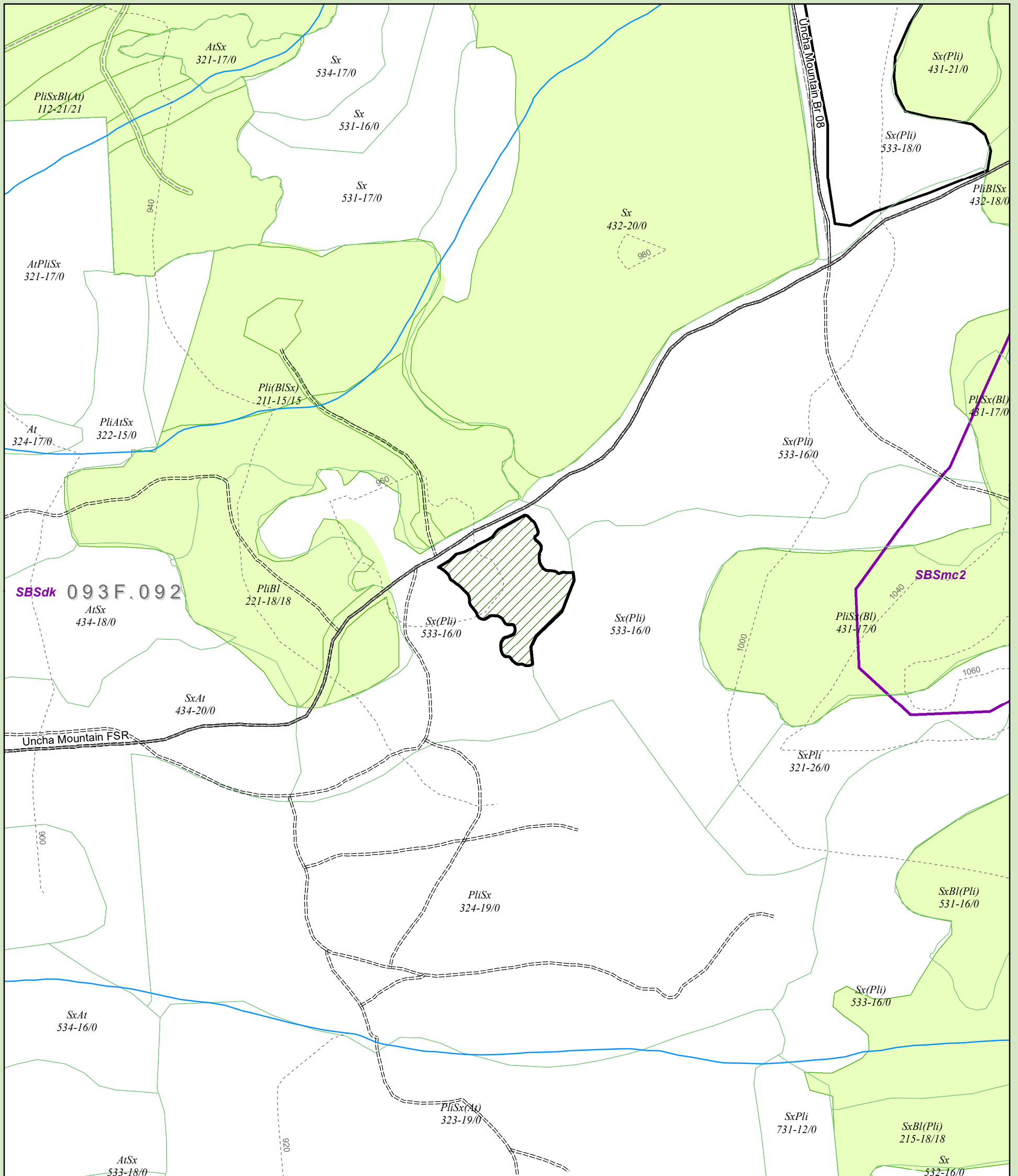
Latitude: 53°59'09"N  
Longitude: 125°40'26"W

## Legend

-  Elevation
-  Streams
-  BCTS Roads
-  Other Roads
-  Tenured Roads
-  VRI Polygons
-  Overstory Removal Area
-  Opening Boundary
-  BEC
-  Silviculture Openings

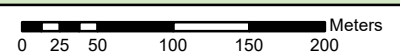
SU	Strata	BEC	Area	Inventory/Silviculture Labels		Treatment Recommendations	Area
1	A	SBS dk	1.5	Inv Label	NSR		
				Silv Label			
				Inv Label			
				Silv Label			
			WTR				
			NPNat	0.0			
			NPUnn	0.0			
			<b>Total Area Surveyed</b>	<b>1.5</b>			

Date: 2023-11-16



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