

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

**Please use this checklist to ensure that you have submitted everything properly.**  
**Failure to complete any of these steps may disqualify your tender offer.**

- Each Tender Offer Form**
  - Filled out
  - Fill in WCB #
  - Signature, printed name, position and dated.
  - Bid price filled in
  - Intials at the bottom of every page signifying that you've read it.**
  
- Conditions of Tender**
  - Completely filled out
  - Intials 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
  - "2026 FIP Pinkut Creek Planting"** Marked clearly on the front.



# Operational Services Contract

CONTRACT FILE NO: K4R-FIP-Planting-2026-Pinkut	THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF ____, 2026.
PROJECT DESCRIPTION:      FIP 2026 SPRING TREE PLANTING WITHIN K4R LICENCE	

**BETWEEN:**

Chinook Community Forest  
 Box 969, 485 Hwy16 West  
 Burns Lake, BC V0J 1E0

**Phone Number:** 250-692-0630  
**Contract Representative:** Ken Nielsen & Jennifer Hill  
**E-mail Address:** [ken.nielsen@chinookcomfor.ca](mailto:ken.nielsen@chinookcomfor.ca)  
 Jen Hill <jennifer.hill@freegrowing.ca>

**AND:**

**Phone Number: Cell:**  
**Email:**  
  
**Contractor Representative:**  
**Business Number:**  
**WCB#:**  
**Safe Certification#:**

(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 Chinook 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"	General Services
Schedule "B"	Payment
Schedule "C"	Other Conditions
Schedule "D"	Insurance
Schedule "E"	Safety Conditions
Schedule "E1"	Other Safety Conditions
Schedule "F"	Prime Contractor Agreement
Schedule "F1"	Subcontracting
Project Map(s)	Overview Map Planting Maps

**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 Chinook 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 April 6, 2026 to June 30, 2026 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 effecting 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 the ministry'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.

#### **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 the 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, including an outbreak of COVID19 at the Contractors work camp or other accommodation where the Contractors personnel are located, as indicated by the Contractor to Chinook, 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 and its employees and agents from any loss, claim (including any claims of infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty by you being or becoming untrue or incorrect.

- 7.02 Neither 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, 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 Chinook 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 Contractor shall be entitled to receive payment for any Work which the Contractor has satisfactorily completed, and shall be entitled to no further payment.

## **ARTICLE 11 INSPECTION AND ACCEPTANCE**

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

11.01 The Contractor shall, upon completing all Work within a Payment Area, promptly request that 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 Chinook by a method provided for in Section 15.06.

### **Inspection by Chinook**

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. The Province is not obliged to make any determination of acceptability before receiving the written request.

11.03 The Contractor is encouraged, but not required, to observe inspections while they are underway.

11.04 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 Province, and do not release the Contractor from the responsibility of providing quality control measures to assure that the Work strictly complies with this Agreement.
- 11.08 The Contractor must ensure that the planting density is within 10% of the required target within the first hour of the planters being on the block. Insufficient and excess seedling densities will result in payment reduction via the Ministry's planting quality calculation:
- $$\text{PAY \%} = (\text{PQ \%} \times 1.08) - \frac{([100 - (\text{PQ \%} \times 1.08)]^2)}{8}$$
- In addition to this potential reduction in payment, Chinook will charge a penalty resulting in a 10% reduction to the total payable amount where the average block density goes below 11%. For example: Target Density is 2000 sph \* 11% = 220 sph, therefore if average density is below 1780 sph, the total block payment will be reduce by 10%.

11.09

### **Re-Inspection**

- 11.10 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.
- 11.11 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.
- 11.12 The results of the re-inspection shall be used to determine payment and shall be final and binding.
- 11.13 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 percent (10%) of the original inspection results.
- 11.14 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 Chinook 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 Chinook 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 Chinook's remeasurement indicates that the originally specified area was correct within five percent (5%), the original measurement will be used and the Contractor will pay for the cost of the remeasurement. If the difference between measurements exceeds five percent (5%), payment will be based on the second measurement without charge for the remeasurement.

#### **Appropriation**

12.13 Despite any other provision of this Agreement, Chinook's obligation to pay the Contractor, pursuant to this Agreement, is subject to:

- (a) the Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable the Province, in any Fiscal Year or part thereof, to make payment pursuant to this Agreement when it is due; and
- (b) Treasury Board not having controlled or limited expenditure of any funds.

### **ARTICLE 13 NON-COMPLIANCE AND TERMINATION**

#### **Termination by Chinook**

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

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

13.06 No failure or delay on Chinook's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.

13.07 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

- 13.08 Where the Contractor has reworked an area Chinook shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay Chinook's 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 the Province.

### **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 and may assign to any “government corporation”, as defined in the Financial Administration Act, any of Chinook’s obligations under this Agreement.

**Representations and Warranties**

15.24 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to 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 by an authorized representative of Chinook	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
_____ (Authorized Chinook /Expense Authority)	_____ (Contractor or Authorized Signatory)
Dated this ____ day of _____, 2026	Dated this ____ day of _____, 2026



# Operational Services Contract

## OPERATIONAL SERVICES CONTRACT

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

Project and/or File No. K4R-FIP-Planting-2026

Chinook Community Forest

TENDER FOR:

Contract Name/Project: K4R-2026-FIP-Planting

Location: Burns Lake  
Approximately 569,400  
seedlings

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;

---

**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, 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.

- 
- (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.
- 

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

- 
- Use the attached Excell Spread Sheet K4R-2026 FIP PLANTING CHINOOK COST BID SHEET

**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.

**\*Proof of Work Experience** (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><i>WCB Clearance Letter</i></b>	Attach a Copy
<b><i>Safe Companies Certified Certificate</i></b>	Attach a copy
<b><i>Fill in WCB Number</i></b>	

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 **2026 FIP Planting for Pinkut Creek & Uncha Mountain** issued by Chinook Community Forest (**the 'CCF'**) and must be received by the CCF on the form provided not later than **March 20, 2026 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 Chinook's 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.

- 
- 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.

## 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 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 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.

## **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.
- 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.

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## 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 2026 FIP Planting Pinkut Creek & Uncha Moutian**" on the envelope.
- 9.02 The Tender must be received at the Closing Location of Chinook Community Forest not later than the date and time **(March 20, 2026, at 2:30 PM)** specified in the Invitation to Tender. Chinook Community Forest 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 Chinook Community Forest, 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 Chinook's 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 Chinook's 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](mailto: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 Chinooks Email or facsimile destination, 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: **Ken Nielsen 250-692-0630** (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, March 23, 2026 9:00 am, 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,

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whichever is less; or

- (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 Chinook's 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 Chinook Community Forest 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.



**TREE PLANTING  
SCHEDULE "A"  
For Operational Services Contract**

OPERATIONAL SERVICES CONTRACT NO: K4R-FIP-Planting-2026-Pinkut	ATTACHMENT TO THE AGREEMENT DATED THE ___TH ___DAY OF APRIL, 2026
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**ARTICLE 1: GENERAL**

**Definitions**

- 1.1 In this schedule, the following words shall have the following meanings:
- a) **“Acceptable Microsite”** means a Microsite that meets the requirements specified in this schedule and as may be further specified in an attachment or in the Work Progress Plan.
  - b) **“Acceptable Natural Trees”** means natural trees of the preferred / acceptable species, of sufficient size and quality to be treated the same as planted trees, as specified in this Agreement or in the Work Progress Plan.
  - c) **“Basic Payment”** means, for each Payment Area, an amount which is equal to the sum of the total bid prices specified in Schedule B for the Treatment Units within the Payment Area, adjusted:
    - i) for any Equitable Adjustments agreed between the parties;
    - ii) where the bid price for a Treatment Unit is on a per-tree basis, by the recalculation of the total bid price for that Treatment Unit based on the Total Trees issued for planting in such Treatment Units; and/or
    - iii) where a Payment Area contains part of a Treatment Unit, by an equitable pro ration of the total bid price for the Treatment Unit between Payment Areas.

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- d) **“Berm”** means the top of the material removed from a mechanically prepared trench that lies immediately beside the trench.
  - e) **“Forest and Range Practices Act”** means the *Forest and Range Practises Act*, its regulations and any amendments.
  - f) **“Hinge”** means the point at the original surface level of the ground where the top edge of a mechanically prepared trench or hole joins the sidecast material.
  - g) **“Microsite”** means a portion of a site that is uniform in microtopography and surface soil materials, generally ranging in size from less than 1 m<sup>2</sup> to occasionally over 5 m<sup>2</sup>.
  - h) **“Planting Quality Inspection System”** means the Ministry of Forests, Lands and Natural Resource Operations planting quality inspection system in effect immediately prior to the commencement of Work.
  - i) **“Planting Spot”** means a plantable area of ground that is both an Acceptable Microsite and meets the contract spacing requirements (also referred to as a Plantable Spot).
  - j) **“Prescribed Spacing”** means the distance to be maintained between planted trees and the distance between planted trees and Acceptable Natural Trees, as specified in Schedule B (also referred to as inter-tree spacing).
  - k) **“Price per Tree”** means, for a Payment Area, the Basic Payment divided by the Total Trees issued for that area.
  - l) **“Specified Minimum Inter-tree Distance”** means the minimum acceptable distance between planted trees and between planted trees and Acceptable Natural Trees, as specified in Schedule B.
  - m) **“Total Trees”** means, for a Payment Area or Treatment Unit as the context so requires, the number of trees issued by Chinook to the Contractor less any trees returned to Chinook.
  - n) **“Treatment Unit”** means a Work Area, or any similar area which is individually identified in this Agreement as requiring a particular silviculture treatment.
  - o) **“Wide Spacing”** means when a group of two or more trees, inside an inspection plot, are spaced further than the Prescribed Spacing from each other and all their neighbours, inside or outside the plot.

#### **Authority to Occupy the Treatment Units**

- 1.2 Chinook authorizes the Contractor to occupy the Treatment Units and to plant trees for the purposes of this Agreement.

#### **Additional Specifications**

- 1.3 Other schedules to this Agreement or the Work Progress Plan may amend the specifications in this schedule or contain additional specifications.

#### **Applicability of Requirements**

- 1.4 In this schedule, where an optional box (☐) is shown, only those boxes containing an X apply to this Agreement.
- 1.5 Where the same requirement is expressed both in words and by an illustration, the illustration shall take precedence should there be any difference or matter of interpretation between them.

#### **COVID – 19**

- 1.6 The contractor will provide Contract Coordinator (Chinook Community Forest.) a copy of their COVID-19 Infection Prevention & Control Plan upon request.

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## **ARTICLE 2: SEEDLINGS**

### **Provision of Seedlings and Treatment Units**

- 2.1 Chinook shall provide the Contractor with the seedlings and Treatment Units specified in Schedule B, except as otherwise provided in this Agreement.

### **Substitution of Seedlings**

- 2.2 Where Chinook is unable to provide the seedlings as described in Schedule B, it may substitute other seedlings.
- 2.3 Where either party considers that such substitution will cause an increase or decrease in the Contractor's cost of the performance of the work, that party may request that an Equitable Adjustment be made to the Contract Price, and that the contract be modified in writing accordingly.
- 2.4 Where Chinook and the Contractor are unable to agree on an Equitable Adjustment to the Contract Price, the contract shall be deemed to be terminated by mutual consent, and Chinook shall make no further compensation to the Contractor, other than payment for any work previously completed to the satisfaction of Chinook.

### **Delivery of Seedlings**

- 2.5 Contractor is responsible for arranging delivery of seedlings. Upon delivery of the seedlings, the Contractor shall sign a receipt acknowledging the stock type, seedlot and numbers by species of the seedlings received.

### **Responsibility for Seedlings**

- 2.6 The Contractor shall account for all seedlings provided by Chinook and shall assume responsibility for their care from the time of delivery. Any seedlings that are not planted shall be returned to Chinook at a mutually acceptable time and location. Before accepting the seedlings, Chinook shall inspect them to determine, in Chinook's sole opinion, that they are not mouldy, dry, flushed, damaged or otherwise unhealthy. The Contractor shall have no further claims or responsibilities with respect to seedlings accepted by Chinook. Chinook may refuse to accept the return of any seedlings that in Chinook's sole opinion are moldy, dry, flushed, damaged or otherwise unhealthy and may reduce the Basic Payment in accordance with the procedures under Sections 5.8, 5.13, or both.

### **Care of Seedlings**

- 2.7 The Contractor shall ensure that seedlings, either loose or in boxes, are at all times stored and handled in a manner to prevent damage from freezing, overheating, rapid temperature fluctuations, excess moisture, drying, physical injury, and exposure to injurious substances.

### **Transporting Seedlings**

- 2.8 When transporting seedlings the Contractor shall ensure:
- (a) seedling boxes are handled gently without throwing or dropping;
  - (b) travel time is reduced to a minimum;
  - (c) seedling boxes are not exposed to the sun;
  - (d) transport vehicles are refrigerated or that the cargo area is adequately protected from the sun and other heat sources, and is well ventilated; and
  - (e) suitable, reflective-type tarps in good condition are used to cover seedling boxes.

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### **Storage**

- 2.9 Unless otherwise provided for in this Agreement, the Contractor may store seedlings in locations at or near the worksite where natural cooling is available (i.e., such as in standing timber, snow patches or small gullies), provided:
- (a) seedling box temperatures remain within temperature ranges and do not exceed or fall below temperature levels specified in writing by the Chinook Representative;
  - (b) such storage locations are cool and shady;
  - (c) seedlings are protected from the sun and rain with a suspended tarp; and
  - (d) seedling boxes are separated in a manner that permits air circulation around each box.
- If these provisions cannot be met at such on-site storage locations, then the Contractor shall, on a daily basis, transport each day's seedling supply from a storage facility or area where the aforementioned provisions can be met.
- 2.10 If this Agreement requires that the Contractor provide refrigerated van or trailer storage in the vicinity of the worksite:
- (a) such facilities shall be capable of maintaining stable storage temperatures within limits specified by the Chinook Representative; and
  - (b) seedling boxes shall be stored in such facilities in a manner that permits air circulation around each box.
- 2.11 Small supplies of seedlings may be stored on the planting site for a few hours provided they are covered with a reflective tarp and box temperatures remain within temperature ranges and do not exceed or fall below temperature levels specified under Section 2.9 (a). Shady areas must be used whenever possible.
- 2.12 To ensure that no individual boxes of seedlings are stored longer than necessary, stock is to be withdrawn for the purposes of planting from storage in the same order as received.

### **Seedling Containers**

- 2.13 The Contractor shall:
- (a) dispose of all disposable seedling containers and wrappers either by burning, burying or delivering them to a disposal or recycling site as directed by the Chinook Representative; and
  - (b) return all reusable seedling containers to the seedling delivery site or to another similar location specified by the Chinook Representative.

## **ARTICLE 3: PLANTING**

### **General Requirements**

- 3.1 The Contractor shall:
- (a) plant the seedlings specified in Schedule B in the corresponding Treatment Units shown on the attached map; and
  - (b) conduct all operations within the requirements of the *Forest and Range Practices Act*.
- 3.2 The Contractor shall, in accordance with the following provisions, select as Planting Spots those Microsites which are most conducive to survival and growth of seedlings.
- 3.3 Once a Planting Spot has been selected it shall be prepared and the seedling planted in it in accordance with the provisions of this Agreement. The planting techniques used will be chosen to permit maximum survival and growth of the seedling.

### **Microsites**

- 3.4 Each Planting Spot shall meet the requirements of an Acceptable Microsite.

- 3.5 Unless otherwise specified, unacceptable planting microsites are:
- (a) stumps and poorly decomposed rotten logs;
  - (b) flooded areas or areas subject to flooding;
  - (c) loose soil, organic material, gravel or debris subject to severe moisture deficit;
  - (d) any area within 2 metre(s) of the edge of the running surface of major access roads or as otherwise designated on the project map;
  - (e) any area within the drip (crown) line of larger trees; or
  - (f) any area under overhead obstacles that could interfere with seedling growth.

3.6 The Contractor shall select Plantable Spots in accordance with the following Microsite specifications.

Treatment Unit ⇒	All	TU	Diagram <small>(Insert diagram identifier)</small>									
Microsite Requirement ↓												
<p><b>Prepared Mound</b></p> <p>Do not plant if mound does not have a mineral soil capping.</p> <p>Do not plant if mound does not have a well decomposed organic capping.</p> <p>Plant all acceptable mounds, regardless of inter-mound spacing.</p> <p>Plant only acceptable mounds that meet the Prescribed Spacing specified in Schedule B.</p> <p>Where there are insufficient acceptable mounds to meet the Prescribed Spacing, plant unrounded Plantable Spots to the Prescribed Spacing.</p> <p>Plant in the centre of the top of the mound.</p> <p>Plant root collar 2-5 cm below the surface of the mound.</p> <p>Ensure the base of the seedling root system is in the inverted organic layer of the mound.</p>	<input type="checkbox"/>											
<p><b>Prepared Trench</b></p> <p>Plant on the top of the Berm.</p> <p>Plant high on the Hinge, ensuring root systems are in the buried organic material.</p> <p>Plant in the bottom of the Trench.</p> <p>Plant up from the bottom of the Trench close to the Hinge (to minimize damage from livestock).</p>	<input type="checkbox"/>											
<p><b>Preferred Microsites</b></p> <p>Where available within spacing limitations, the Contractor shall select the following Microsites as Plantable Spots:</p>												

Treatment Unit ⇒	All	TU	Diagram (Insert diagram identifier)									
Microsite Requirement ↓												
• mineral soil, well decomposed organic material, or acceptable mixture of both;	<input type="checkbox"/>											
• the top of raised ground (e.g., hummocks, mounds);	<input type="checkbox"/>											
• hollows and shallow depressions;	<input type="checkbox"/>											
• close proximity to obstacles (for frost / cattle protection);	<input type="checkbox"/>											
• the <input type="checkbox"/> north <input type="checkbox"/> north-east <input type="checkbox"/> east side of acceptable shading objects (for protection from the sun);	<input type="checkbox"/>											
• downslope of stumps and logs (for protection from snow creep).	<input type="checkbox"/>											
<b>Other</b>												
	<input type="checkbox"/>											
	<input type="checkbox"/>											
	<input type="checkbox"/>											

**Spacing of Trees**

3.7 Spacing restrictions apply to the distance between any combination of planted trees and Acceptable Natural Trees. The Contractor shall select each Planting Spot according to the Prescribed Spacing specified in Schedule B. The actual spacing between trees may vary from the Prescribed Spacing to take advantage of the most suitable Microsite but may not be closer than the Specified Minimum Inter-tree Distance. Spacing between trees may exceed the Prescribed Spacing but must not result in Wide Spacing.

**Overall Density**

3.8 Notwithstanding the foregoing, the Contractor shall ensure that where Planting Spots are available, the planting density throughout the unit shall meet or exceed the minimum specified in Schedule B.

**Planting Spot Preparation**

3.9 Planting Spots shall be prepared so as to allow the seedling roots to be entirely planted in an acceptable medium and the seedling shoot to be left free of debris.

**Planting Specifications**

3.10 The Contractor shall plant each seedling as follows.

- (a) The planting hole shall be deep enough and wide enough so that the entire root system may be fully accommodated in a natural position.
- (b) The root systems shall be positioned in the planting hole in a natural arrangement and shall not be jammed, bent, twisted or otherwise distorted or damaged.
- (c) The seedling shall be planted so that the roots and stem are aligned along a vertical axis.
- (d) Unless otherwise specified, the seedling root collar must be at or below the surface of the acceptable planting medium with no branches or needles buried.

- 
- (e) The planting hole shall be filled with acceptable planting medium leaving no air channels or air pockets and firmly tamped so that the seedling will not pull loose with a gentle tug.

**Trees Not to be Planted**

- 3.11 Seedlings which are mouldy, dry, flushed, damaged or otherwise unhealthy shall not be planted without the Chinook Representative's written approval.
- 3.12 Notwithstanding the Chinook Representative's written approval, Chinook may reduce the Basic Payment in accordance with Section 5.13 for the improper storage and handling of seedlings planted in accordance with Section 3.11.

**Handling of Seedlings During Planting**

- 3.13 The Contractor shall not root or top prune or cull seedlings without the written approval of the Chinook Representative.
- 3.14 When handling, planting or tamping seedlings the Contractor shall ensure that seedlings sustain no physical damage from scarring, bending, crushing, root stripping or other causes.
- 3.15 The Contractor shall use planting bags of a type designed for the seedlings being planted and which shall be in good condition.
- 3.16 The Contractor shall ensure that seedling roots are kept moist while inside planting bags.
- 3.17 The number of seedlings carried in planting bags shall not exceed the amount that can be carried and removed without injury to the seedlings, or the amount that can be planted before critical heating or drying occurs.
- 3.18 Seedlings shall only be removed from the protection of the bag one at a time and immediately prior to planting.
- 3.19 Where "plug" type seedlings are being planted, plastic wrap shall not be removed from bundles until immediately before the seedlings are needed for planting.

**ARTICLE 4: INSPECTION AND ACCEPTANCE**

**Contractor's Request for Inspection**

- 4.1 The Contractor shall make a written request for Chinook to inspect the Work for payment in accordance with the specifications in the Operational Services Contract, and shall include with the request a report containing:
- (a) the planting completion date;
  - (b) the cumulative total of seedlings planted by species, seedlot, and stocktype; and
  - (c) a map showing the approximate locations where different seedlots were planted.

**Inspection Methodology**

- 4.2 Chinook will inspect payment areas using the Ministry of Forests, Lands and Natural Resource Operations' Planting Quality Inspection System available at <http://www.for.gov.bc.ca/isb/forms/lib/FS704A.PDF>, which the Contractor hereby acknowledges to have read and understood.
- 4.3 At each planting quality inspection plot Chinook shall record and use to calculate the planting quality percent and the excess percent:
- (a) the number of Plantable Spots;
  - (b) the number of seedlings planted;
  - (c) the number of seedlings satisfactorily planted in accordance with the requirements under Article 3;
  - (d) the number of planting faults with a coded reason for each; and

(e) the number of seedlings planted in excess of the number of Plantable Spots.

#### **Inspection Results**

- 4.4 Chinook shall calculate performance quality in accordance with the Planting Quality Inspection System and shall declare any contiguous area greater than one-tenth (1/10) hectare unsatisfactorily treated when planting quality for the plots within the area is less than the minimum acceptable standard of 85%.
- 4.5 Without limiting the rights of Chinook provided for elsewhere in this Agreement with respect to contract non-compliance, when an inspection reveals planting quality is below the minimum acceptable standard of 85%, Chinook shall notify the Contractor accordingly and such notice may:
- (a) give the Contractor a deadline by which time planting quality must be raised to the minimum acceptable standard; and
  - (b) specify if Chinook wishes to exercise its option to require the Contractor to re-work the unsatisfactorily planted area.

#### **Re-inspection Following a Notice of Unsatisfactory Work**

- 4.6 During or after a tree planting deficiency noted in the previous section has been corrected, Chinook shall again review the Work in the deficient area using the same procedures as for the original treatment.

## **ARTICLE 5: PAYMENT**

#### **Full Payment**

- 5.1 Where inspections pursuant to the Planting Quality Inspection System indicate planting quality in a Payment Area is at least 92.6%, Chinook shall pay the full Basic Payment.
- 5.2 In no case shall Chinook pay more than 100% of the Basic Payment.

#### **Payment Reduction for Low Planting Quality**

- 5.3 Where inspections pursuant to the Planting Quality Inspection System indicate planting quality in a Payment Area is equal to or greater than 70% but less than 92.60%, Chinook shall reduce the Basic Payment by multiplying the Basic Payment by the Payment %, as calculated using the following formula:

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

Where: PQ% = Planting Quality % as determined under the Planting Quality Inspection System.

#### **No Payment**

- 5.4 If the performance quality on all or a portion of a Payment Area is less than 70% and, in the opinion of Chinook, cannot be improved to at least this level by reworking, Chinook shall make no payment for the unsatisfactorily treated area.
- 5.5 Where Planting Spots are available, but the Contractor has failed to maintain the minimum density specified, Chinook may not pay for the area affected.

#### **Wasted or Unaccounted for Trees**

- 5.6 Chinook shall estimate the number of wasted trees by counting or using appropriate sampling techniques.
- 5.7 Chinook shall estimate the number of unaccounted for trees by subtracting the number of trees planted in a Payment Area, as measured using the Planting Quality Inspection System, plus 10 percent (*or the upper 90% confidence limit of the number of trees planted, whichever is greater*) from the Total Trees for that area.

- 5.8 For wasted or unaccounted for trees, Chinook shall reduce the Basic Payment by the estimated number of wasted or unaccounted for trees multiplied by the sum of (the Price per Tree plus twenty (20) cents).

**Excess Trees**

- 5.9 Excess trees as calculated using the Planting Quality Inspection System may be planted in a Payment Area to a maximum of nine percent (9%).
- 5.10 If inspection indicates that excess trees in a Payment Area exceed nine percent (9%), Chinook shall reduce the Basic Payment in an amount equal to the product of the number of trees which exceed the nine percent allowable excess (based on Total Trees), multiplied by the Price per Tree;

that is,  $[(\text{Excess \%}/100) - 0.09] \times \text{Total Trees for the Payment Area} \times \text{Price per Tree}$

- 5.1 If excess trees exceed 12 percent (12%) in a Payment Area, Chinook shall, in addition to the aforementioned payment reduction, further reduce payment in an amount equal to the product of the number of trees which exceed 12 percent excess (based on Total Trees) multiplied by twenty (20) cents;

that is,  $[(\text{Excess \%}/100) - 0.12] \times \text{Total Trees for the Payment Area} \times \$0.20$

**Untreated Areas**

- 5.2 If the Contractor fails to plant any contiguous area exceeding one tenth (1/10) of a hectare which Chinook considers plantable, then Chinook may reduce the Basic Payment by an amount equal to the product of the unplanted area (in hectares) multiplied by one thousand dollars (\$1000.00) per hectare.

**Improper Storage and Handling**

- 5.3 Where the Contractor has failed to store, handle or care for seedlings in the manner specified herein or has by any other means put the health, vigour, or safety of the seedlings in jeopardy, Chinook may reduce the Basic Payment by fifty dollars (\$50) for each box or partial box of seedlings affected by the failure. A reduction in the Basic Payment under this section may be made in addition to any other reductions under this Agreement.

**Stashed Trees**

- 5.4 Where seedlings issued to the Contractor have been abandoned or disposed of without written authorization by Chinook, Chinook may reduce the Basic Payment by an amount of up to one thousand dollars (\$1000.00) for each occurrence. If, in the opinion of Chinook, the value of the stashed trees is greater than one thousand dollars, an assessment of greater than one thousand dollars may be made for each occurrence. A reduction in the Basic Payment under this section may be made in addition to any other reductions under this Agreement.

**Reusable Containers Not Returned**

- 5.5 Where Chinook supplies seedlings in reusable containers, it shall reduce the Basic Payment by twenty-five dollars (\$25) for each reusable container not returned.

**ARTICLE 6: TERMINATION**

**Causes for Termination**

- 6.1 Without limiting the right of Chinook to cancel this Agreement as provided for elsewhere in this Agreement, Chinook may cancel all or a part of this Agreement when the Contractor:
- (a) abandons or disposes of seedlings supplied by Chinook without the written authorization of the Chinook;

- (b) fails to comply with a notice from Chinook that demands the performance quality of the Work be raised to an acceptable standard by a specified deadline; or
- (c) after having received an earlier notice of unacceptable performance quality, any inspection of further Work under this Agreement indicates that quality is again below the requirements of this Agreement.



## Schedule B – Contract Payment

File: K4R-FIP-Planting-2026

Attachment to the Agreement with \_\_\_\_\_ for Chinooks K4R-FIP-Planting-2026-Pinkut.

- 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 a rate of (as per described in detail on the attached Schedule B – Payment Schedule for **Appendix 1**).
- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the maximum quantity stated in Clause 1 without the **prior written** approval of the Chinook Representative.
- 1.04 In no event will fees payable to you, in accordance with this Schedule exceed in total \$ \_\_\_\_\_  
**Excluding GST.**

### 1. Expenses

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

### 2. 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.

### 3. Submission of Statement of Account

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

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

- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;

# SCHEDULE B

## CONTRACT PAYMENT

- (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
- (f) any other billing information reasonably requested by us.

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: Jen Hill <jennifer.hill@freegrowing.ca>

## 4. COVID-19

5.01 We will pay you the following.

- (a) Expenses incurred associated with additional health and safety measures related directly to COVID-19 up to and including a maximum amount of \$ N/A (receipts required where applicable).
- (b) The following daily rates multiplied by the number of days (to maximum of 10 days) a Contractor personnel was required to self-isolate in accordance with a PHO Order or the "Protecting Industrial Camp Workers, Contractors, and Employers Working in the Agricultural, Forestry, and Natural Resource Sectors During the COVID19 Pandemic" guidance and Recommendations, up to a maximum of 12 personnel, unless otherwise approved by Chinook. In writing. The contractor is required to submit a log from its contract coordinator showing a Workers absences and any other evidence Chinook may require, acting reasonably.

Situation 1: Contract is completed, and all deliverables delivered in their entirety.

- a) Home based rate = \$38/individual/day
- b) Hotel/Camp rate = \$423/individual/day

Situation 2: Contract is terminated prior to expiration or deliverables under the contract not Delivered in their entirety due to worker shortage, due to contractor personnel having to self-isolate in accordance with the worker self-isolation paragraph above.

- a) Home based rate = \$421/individual/day
- b) Hotel/Camp rate = \$521/individual/day

5.02 The contractor will provide Chinook a copy of their COVID19 Infection Prevention & Control Plan Upon request.

### **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.

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.

**SCHEDULE B**  
CONTRACT PAYMENT



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

CONTRACT: K4R-FIP-Planting-2026-Pinkut

THIS AGREEMENT DATED FOR REFERENCE  
THE \_\_\_\_ DAY OF APRIL, 2026.

Attachment to the Agreement with \_\_\_\_\_.

**ARTICLE 1: General Conditions**

**General Requirements**

- 1.1 The Contractor must have workable equipment (e.g. radiotelephone, satellite phone, cell phone) on site, capable of communication at all times between the planting site and Chinook Community Forest Office.
- 1.2 The Contractor may be required to work "early shift" due to fire hazard regulations. At the discretion of the Chinook Representative, an "early shift" or suspension of planting may also be imposed because of sustained warm weather conditions (e.g. 30 °C) and the inherent risk to seedlings.
- 1.3 In reference to Article 9.0 (Compliance with the Law) of the Operational Services Contract, the Contractor will ensure that all bylaws in the Nadina Regional District are complied with.

**Project Supervision**

- 1.4 The Contractor must provide an experienced full-time, non-planting Project Supervisor who must be on-site during the Work under this Agreement. The Project Supervisor must have at least three Planting Seasons of planting project supervision experience.
- 1.5 The Project Supervisor will be responsible for the overall management and administration of the Work under this Agreement, including reporting and communications with the Chinook Representative.
- 1.6 The Project Supervisor must conduct an Opening review with all other Contractor personnel prior to the commencement of planting the Planting Units within that Opening.

**Contractor Provision of Personnel**

- 1.7 The Contractor must provide a sufficient number of full-time, non-planting Forepersons. Each Foreperson must have at least two Planting Seasons of foreperson experience and/or two Planting Seasons of tree planting industry experience.
- 1.8 Each Foreperson must perform and record a minimum of two quality plots on each tree planter daily, provide a copy of these plot cards to the Chinook Representative and deal with any substandard tree storage, tree handling and planting quality issues.
- 1.9 The Contractor must provide a minimum of one experienced full-time, non-planting, Quality Checker. Each Quality Checker must have at least one Planting Season of quality checking and/or one Planting Season of planting experience.

- 1.10 The Quality Checker must perform and record a minimum of two quality plots on each tree planter daily, provide a copy of these plot cards to the Chinook Representative and deal with any substandard planting quality issues.

### **Helicopter Use**

- 1.14 When required the cost and organization of transporting seedlings, planters, boxes and garbage from planting operations to and from the planting site by helicopter will be the responsibility of Chinook.

### **Access**

- 1.15 The Contractor will be responsible to include in the bid all costs associated with access issues. This includes any access identified and NOT identified by Chinook in the schedule B. The Chinook Representative will only be addressing any Substantial Access Changes that may arise. (*Substantial Access Changes include things such as bridge removals and road washouts that did not exist prior to the contract tender closing date*).
- 1.16 The Contractor will provide all terrain vehicles capable of transporting seedlings, personnel equipment and supplies to and within the planting sites.
- 1.17 An additive may be applied to the unit rate as a result of a Substantial Access Change, if the change occurs after the tender closing date and prior to the planting start date. Additives are subject to the approval by the Chinook Representative and are as follows:
- (a) \$0.01/seedling for every 500m away from the Planting Unit boundary to a maximum additive of \$0.04/seedling.

### **Wildlife Danger Tree Assessments**

- 1.18 The Contractor will perform Wildlife Danger Tree Assessments on each cutblock and will carry out follow-up work such as snag falling and no work zone ribboning prior to planting. All work is to comply with established Wildlife Danger Tree Assessment practices and Work Safe BC regulations.

### **Project Plan**

- 1.19 The Contractor will provide the Chinook Representative with a Project Plan, which must be approved by the Chinook Representative one (1) month prior to the commencement of work. The Project plan must:
- (a) Estimate the production per week including the number of planters, crews, and camps;
- (b) Include the names of key personnel that will be conducting works as specified in this schedule, (e.g. Qualified Registered Professional(s), forepersons, supervisors, non-planting quality checkers, surveyors, etc.) and documentation of experience and references upon request;
- (c) Identify project commencement date and estimated project completion date;
- (d) Organize the planting project to ensure that high priority planting units (e.g. fill plants) are completed well in advance of the project deadline;
- (e) Organize the planting project to minimize the potential for partially planted Payment Areas;
- (f) Identify the initial sequence of blocks to be planted;
- (g) Schedule nursery/cold storage seedling lift/thaw and pick up; and,
- (h) Address and abide by any identified deadlines or special instructions as listed in the Schedule B or discussed throughout the duration of the contract.

- 1.20 The Contractor will modify the Project Plan as required and update the Chinook Representative weekly on the progress of the project and resultant changes. Changes may be subject to the approval of the Chinook Representative.
- 1.21 All trees planted must be reconciled with cold storage and/or nursery records of seedlings delivered and submitted to the Chinook Representative within one (1) week of project completion.
- 1.22 All trees must be planted no later than **June 30, 2026** for Spring Planting. The project commencement date must ensure appropriate seedling specifications have been met in the nursery as per Nursery Services guidelines.
- 1.23 All fill planting units must be given first (1<sup>st</sup>) priority over all planting units. When completing the Project Plan, fill planting units must be recognized as priorities.
- 1.24 At the end of the project, the Contractor is required to reproduce a final schedule B containing all changes to the planting units that occurred during this planting project.
- 1.25 On any blocks not completed due to a shortage of trees, the unplanted area will be ribboned out with prominent flagging tape and its location mapped on the Seedlot Map. The Contractor shall organize planting so as to leave a single condensed and contiguous unplanted area. The unplanted area shall be left at the front (entry) end of the unit, not at the back.
- 1.26 If contractor works past **June 30, 2026** a penalty of **\$5,000.00 per day** will apply.

### **Contractor Reporting**

- 1.27 The Contractor must track all seedling movements from the nursery, as well as moving seedlings to and between Planting Units, and ensure that planting locations of all stock are accurately mapped and reported. The Contractor must submit to the Chinook Representative the final planting information within 72 hours of completing all work within a Payment Area in the following format:
  - A Seedlot Map** showing the following information by Planting Unit:
    - i. The area of the Planting Unit;
    - ii. The location of Seedlots planted;
    - iii. The total number of seedlings planted by species, seedlot, request key, and stock type;
    - iv. The planting start and completion dates;
- 1.28 The location and quantity of seedlings that have suffered from a Risk Event and a description of the type of Risk Event; *Risk Event means any event or site condition that places the planted trees at risk of mortality.*
- 1.29 If the Contractor has not fulfilled the reporting obligations in Section 1.24 within 72 hours, Chinook may reduce the Basic Payment by five hundred dollars (**\$500**) for every 24 hour period the information is late.

## ARTICLE 2: SEEDLINGS

### Delivery of Seedlings

- 2.1 The Contractor is solely responsible for making all arrangements and paying for the delivery of all seedlings to the Payment Areas as well as managing their seedling orders. This includes apprising the Chinook Representative of their orders and submitting orders to the supply site (e.g. nursery or cold storage facility). The majority of Spring Plant stock will be available at a local cold storage facility (i.e. IFSCS).
- 2.2 The Contractor must provide the cold storage facility/nursery at least 10 working days notice of their delivery schedule.

### Responsibility for Seedlings

- 2.3 Upon pick up of the seedlings from the nursery or cold storage facility location, the Contractor shall sign a receipt for the number of seedlings received and their condition. The Contractor must provide the Chinook Representative with these receipts upon request.
- 2.4 Further to Schedule A, section 2.6, the contractor will be responsible for any reefer rental costs including any expenses associated with maintaining the reefer unit.

### Handling of Seedlings During Planting

- 2.5 Further to Schedule A, section 3.14, planter's bags shall contain inserts with an aluminized inner surface or equivalent so as to provide temperature and moisture control for the seedlings. When the bag contains seedlings but is not being planted from, the insert shall be closed.

## ARTICLE 3: PLANTING INSPECTION SPECIFICATIONS

**Note: The following information (article 3.1 – 3.13) is provided for information purposes only. The contractor is not required to do planting payment plot inspections and regeneration delay milestones – they will be done by an independent party. The Contractor is encouraged to complete their own quality plots so as to have a comparison to the information that will be collected by Chinook.**

### Planting Payment Plot Inspections and Regeneration Delay Milestone

- 3.1 The Contractor shall commence within 72 hours of completing all work within a Payment Area the establishment of planting quality inspection plots (pay plots), along with the collection of other information outlined under section 3.12 of this schedule required to meet regeneration delay as per the standards defined in the Ministry of Forests' Planting Quality Inspection System (located online at <http://www.for.gov.bc.ca/isb/forms/lib/FS704A.PDF>), and this schedule. The contractor hereby acknowledges to have read and understood these documents, and is aware of the additional fields required for payment certificate submission.
- 3.2 Planting quality inspection plots will be used for the regeneration delay milestone declaration. At a minimum, the information under section 3.12 of this schedule will be submitted in support of this declaration. This information will be submitted in a format approved by the contract coordinator prior to contract start up.
- 3.3 Planting quality data will be compiled and summarized by Payment Area. (Planting Unit Level)

## Plot Establishment and Field Marking

- 3.4 The following is the plot intensity required to complete the work for planting quality inspection plots:  
Target 1 plot per hectare with minimum of 5 plots per Standard Unit up to 40 hectares.  
For Standard Units greater than 40 hectares reduce the intensity as per the following:  
40-80 hectares: 1 plot/2hectares  
80+ hectares: 1 plot/3 hectares
- 3.5 The Contractor shall establish all plots on a predetermined grid or vector sampling system. Plots must be established in a manner that will ensure complete and uniform coverage of all Planting Units/Standards Units/Strata identified.
- 3.6 For fill plant areas, the contractor will ensure that silviculture and inventory labels are representative of the ages and species throughout the payment area, taking into account natural and previously planted trees, as well as planted trees.
- 3.7 Plots landing entirely on roads, landings, or naturally non-productive sites shall be moved at 10 meter increments until a productive plot is encountered.
- 3.8 The following formula can be used to determine the distance between plots in the field when reducing the intensity after 40 hectares: ( $\#$  of hectares X 10,000/ $\#$  of plots, then take the square root).

$$\sqrt{\# \text{ hectares} * 10,000 / \# \text{ of plots}}$$

Example:  $\sqrt{84.3 \text{ hectares} * 10,000 / 28 \text{ plots}} = 173.5 \text{ m plot spacing}$

Plots are to be 1/200 hectare circular plots with a plot radius of 3.99 m.

- 3.9 The Contractor will ensure that the inspection lines have a prominent point of commencement (P.O.C.) close to a road or trail and marked clearly with double flagging of different colours. The flagging must have the date, and distance and azimuth to first plot marked on it with waterproof marker.
- 3.10 All plots must be marked in two places with flagging:
- At a height of approximately 1.3 m above each plot centre - the Contractor shall write the plot number and strip line (if applicable), surveyors initials, date of survey, bearing and distance to next plot, in waterproof ink.
  - At the exact location of the plot centre on the ground.
- 3.11 At the Contractor's discretion, GPS may be used to locate plot centres. If the Contractor chooses to use GPS to locate the plot centres, a list of plot coordinates must accompany the map submission.

## Contractor's Request for Inspection

- 3.12 Upon completion of the planting quality inspection plots, the Contractor shall request, no greater than 72 hours upon completion of this work, that the Chinook Representative inspect and determine the acceptability of the work. The request must be in writing and include the following:
- A planting **Payment Certificate** for each Planting Unit, including:
    - GPS coordinate marking plot locations (if applicable);
    - The number of plantable spots;
    - The number of seedlings planted;

- Excess trees and percentage;
- The number of seedlings satisfactorily planted;
- The number of planting faults with a coded reason for each;
- The quality percentage;
- Planted species composition;
- Planting confidence interval;
- Any applicable payment reductions;
- The signature and seal of a Qualified Registered Professional.

**b) Additional information in support of regen delay milestone**

- Silviculture and Inventory labels  
The sample inventory label below describes a stratum with the following characteristics:  
**Sx40FdI30Ac20BI10 – 13/12 - 1.7/1.6 – 18/E – 19 - 12520(08)**
- species composition of the total trees is spruce 40 percent, Douglas-fir 30 percent, cottonwood 20 percent and subalpine fir 10 percent.
- average age of dominant and co-dominant spruce is 13 years and the Douglas-fir is 12 years
- average height of dominant and co-dominants spruce is 1.7 meters and the Douglas-fir is 1.6 m
- site index of the leading species, spruce, is 18 meters at 50 years
- site index E is SIBEC
- crown closure of all the commercial tree species is 19 percent
- total trees per hectare is 12520
- year of the survey is 2008

The sample silviculture label below describes a stratum with the following characteristics:

**SR-Fd56Sx22BI13Cw9 - 12 –2.4- 21/E - 920(08)**

- this prefix identifies the stocking status of the stratum, NSR, SR or FG. Subsequently the data that follows NSR and SR represent well spaced trees and following FG represents free growing trees. (Note: This prefix data is for information purposes only and there is no legal reporting requirement into RESULTS).
- species composition of the well spaced trees is Douglas-fir 56 percent, spruce 22 percent, subalpine fir 13 percent and western red cedar 9 percent
- average age of all species of well spaced trees is 12 years
- average height of all species of well spaced tree is 2.4 meters
- site index of the leading species, Douglas-fir, is 21 meters at 50 years

- site index, E is SIBEC
  - well spaced trees per hectare is 920
  - year of survey is 2008
  - Inventory and silviculture details and calculations (species, total well spaced to M value, preferred well spaced, total trees, total conifers)
- c) A legible field map that includes the following information:
- location of P.O.C., striplines and plots;
  - Strata, Planting Unit and Standards Unit boundaries;
  - The location of unplanted and low density/low quality areas;
- d) Information from the plots in a format that can be used to review the planting quality inspection by Planting Unit.

3.13 The planting contractor will accurately delineate and GPS traverse the following:

- (a) Unplanted areas;
- (b) Low density/low quality areas.

## FINAL PROJECT REPORT

3.14 At the completion of the project under this Agreement and within ten Work Days after planting has been completed on the last Work Unit, the Contractor must submit to the Chinook Representative a report in both hardcopy and electronic format containing previously mentioned information in this agreement, along with the following additional information if requested:

- a) Daily contract notes
- b) Planting stocking shipping order forms
- c) Daily production summary

Attachment to the Agreement with \_\_\_\_\_ for Tree Planting with in K4R tenure area.

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 in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by Chinook Community Forest, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to 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 a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.

10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 11.

11. The following forms of insurance and specified minimum limits are required:

**a) Commercial General Liability**

Commercial General Liability insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

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

- i. Products and Completed Operations Liability
- ii. Owner's and Contractor's Protective Liability;
- iii. Contingent Employer's Liability;
- iv. Blanket Written Contractual Liability;
- v. Personal Injury Liability;
- vi. Non-Owned Automobile Liability;
- vii. Cross Liability;
- viii. Employees as Additional Insureds;
- ix. Broad Form Property Damage;

And where further such risk exists:

x. 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: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations and any of its employees, servants or agents".

**b) Automobile Liability**

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

Attachment to the Agreement with \_\_\_\_\_ For K4R-FIP-Planting-2026.

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 *WC 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:
  - b)
    - (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.

- 2.05 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies to Chinook Community Forest.

### **ARTICLE 3: Hand Falling**

- 3.01 Where hand falling activity will be taking place under the Agreement and without limiting any other provision of the Agreement or the Contract Documents, the Contractor shall comply with the following safety requirements.
- 3.02 Hand falling means the falling of trees by any means with at least one person at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches diameter at 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.



**Schedule E1 Safe Certification**

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**THIS AGREEMENT FOR: K4R-FIP-Planting-2026-Pinkut, April \_\_\_\_\_, 2026.**

**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 Forest Safety Council of British Columbia, will attach a copy of the companies' 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 F Prime Contractor Agreement

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### THIS AGREEMENT FOR: K4R-FIP-Planting-2026-Pinkut

BETWEEN: Chinook Comfor Limited  
Box 969, Burns Lake BC, V0J 1E0  
Phone Number: 250-692-0630  
Chinook Representative: Ken Nielsen  
Email Address: [ken.nielsen@chinookcomfor.ca](mailto:ken.nielsen@chinookcomfor.ca)

AND:

Representative:  
Phone#:  
Email:

Business #:  
WCB #:

(the "Prime Contractor")

### WHEREAS:

**A.** Chinook Community Forest and the Prime Contractor have agreed that the Workers Compensation Act (WC Act) and its regulations allow Chinook Community Forest to establish Prime Contractor responsibilities.

**B.** The Prime Contractor agrees to be the prime contractor at the Place of Work or Work Area.

**C.** The Prime Contractor has the required knowledge and control of the Place of Work or Work Area to execute the responsibilities of a prime contractor as described in the WC Act and its regulations.

**D.** Chinook Community Forest and the Prime Contractor have agreed that the prime contractor functions shall be carried out in accordance with this Agreement and any Contract Documents or other agreements between the Parties.

**Accordingly, the Parties agree as follows:**

**ARTICLE 1.: Definitions**

- 1.01** In this document, the following words have the following meanings:
- (a) "Affected Parties" means other parties described in Article 2 that create a Multiple employer workplace;
  - (b) "Agreement" means this Prime Contractor Agreement between the Parties;
  - (c) "Amending Document" means an FS600 Contract Amendment form or another standard form of similar nature specified by Chinook Community forest.
  - (d) "Contract Documents" means those documents described in section 3.01.
  - (e) "Principal Contractor" means a party who holds a contract for service or work with Chinook Community Forest and does not include any tenures or authorizations under the Forest Act.
  - (f) "Term" means the period of time this Agreement is in force pursuant to Article
- 1.02** If any of the words in section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.

**ARTICLE 2: Affected Parties**

The following other parties are a party to the creation of a multiple employer workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

<b>Firm Name</b>	<b>Address</b>	<b>File#</b>

**ARTICLE 3: Contract Documents and Amendments**

**Contract Documents**

**3.01** The Parties entered into the agreement dated for reference the 25<sup>th</sup>, April 2023, identified as Agreement East Contract that is applicable to and forms part of this Agreement.

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

#### **ARTICLE 4: Term of Agreement**

**4.01** Subject to Clause 3.02, the Term of this Agreement is from April 6, 2026 to June 30, 2026

**4.02** Time is of the essence in this Agreement.

#### **ARTICLE 5: Prime Contractor Responsibilities**

5.01 The Prime Contractor shall:

- (a) Establish and maintain a system or process that will ensure compliance with Part 3 of the WC Act and its regulations applicable to the Place of Work or Work Area.
- (b) When requested, co-operate with contract monitoring by Chinook , by providing up-to-date information to Chinook Community Forest including but not limited to:
  - i. the Prime Contractor's safety program;
  - ii. a system for first aid coordination;
  - iii. emergency transportation provisions for injured workers;
  - iv. workplace inspection results for Prime Contractor's own workers and for the Affected Parties
  - v. safety meeting minutes from the Prime Contractor and the Affected Parties and all accident investigations.
- (c) Immediately notify Chinook should there be any circumstance arising which another party claims or purports to be the prime contractor at the Place of Work or Work Area. There can be only one prime contractor on any multiple employer workplace.
- (d) Prior to the Work or Services commencing on the Place of Work or Work Area ensure a safety program is in place.
- (e) Familiarize itself with the Place of Work or Work Area and receive from Chinook Community Forest a list of hazards which have been observed at the

Place of Work or Work Area and conduct workplace inspections to identify additional or new hazards at the Place of Work or Work Area.

- (f) Enforce the required safety rules and all regulatory requirements on all workers of the Prime Contractor and of the Affected Parties at the Place of Work or Work Area.
- (g) Ensure there is appropriate first aid coverage for all workers of the Prime Contractor and of the Affected Parties at the Place of Work or Work Area.
- (h) Comply with the WC Act and its regulation.
- (i) Ensure a notice of project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the WC Act and its regulation.
- (j) Whenever the Place of Work or Work Area is a multiple employer workplace, ensure the activities at the site are coordinated to eliminate or minimize risk of injuries to the Prime Contractor and to the Affected Parties and their workers.
- (k) Ensure all workers of the Prime Contractor and of the Affected Parties at the Place of Work or Work Area are given any information known to you that is necessary to identify and eliminate or control hazards to the health or safety of all workers.
- (l) Immediately notify workers, suppliers, and Affected Parties and any other persons of any hazard created by overlapping or adjoining work activities of two or more contractors and ensure the hazards are addressed throughout the duration of such activity.
- (m) Ensure there is a system in place to alert you when workers, suppliers, and Affected Parties enter the Place of Work or Work Area so their work can be coordinated. This will include all Affected Parties providing you with the name of a person designated by them to supervise their workers.
- (n) Monitor the work of the Prime Contractor's workers and of the Affected Parties' workers to ensure compliance with the WC Act and its Regulation.
- (o) Ensure Affected Parties adequately supervise their workers.

**5.02** The Prime Contractor shall not assign this Agreement or subcontract any obligations under this Agreement.

**5.03** Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Chinook Community Forest this Agreement forms the written notice of Prime Contractor.

The Parties hereto have duly executed this Agreement.

<p><b>Signed and Delivered</b> on behalf of Chinook Community Forest by an authorized representative of Chinook.</p>	<p><b>Signed and Delivered</b> by or on behalf of the Prime Contractor or by an authorized signatory of the Prime Contractor.</p>
<p>_____ Sign Ken Nielsen, General Manager</p>	<p>_____ Sign Stephan Posselt, Director</p>
<p><b>Dated this      day of                      2026</b></p>	<p><b>Dated this      day of _____, 2026</b></p>

Attachment to the Agreement with \_\_\_\_\_ for K4R-FIP-Planting-2026-Pinkut.

**ARTICLE 1: General Provisions**

- 1.01 If the Contractor engages a Subcontractor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.
- 1.02 The actions of any Subcontractor engaged to carry out any of the work shall be deemed to be the actions of the Contractor.
- 1.03 If the Contractor engages a Subcontractor to carry out any of the work, any provision in this Agreement requiring the Contractor to meet an obligation associated with the Subcontractor's work shall be deemed to mean the Contractor shall ensure the Subcontractor meets that obligation.
- 1.04 Chinook Community Forest may, for a reasonable cause, object to the use of an intended Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 1.05 The Contractor acknowledges and agrees that the Subcontractor or any of the Subcontractors' directors, officers or members is not an Associated Person of the Contractor as that term is referenced in the tendering documents and as defined in the federal *Income Tax Act* or related Canada Revenue Agency's interpretation bulletins.
- 1.06 Nothing in this Agreement will create any direct or indirect contractual relationship between Chinook Community Forest and any Subcontractor or impose any obligation or liability upon Chinook Community Forest to any Subcontractor.
- 1.07 The Contractor must ensure all approved Subcontractors obtain WorkSafe BC coverage and comply with all conditions of the *Workers Compensation Act* and regulations thereunder and where general Worksafe BC coverage is not obtainable, the Contractor will ensure all Subcontractors obtain Personal Optional Protection under the *Workers' compensation Act*, and upon request must provide us with proof of such compliance.
- 1.08 The Contractor shall ensure that all its Subcontractors performing work under this Agreement carry insurance in the form and limits as specified in the insurance schedule, and upon request must provide us with proof of such compliance.

**ARTICLE 2: Inspection by the Contractor**

- 2.01 The Contractor is not entitled to subcontract any obligations with respect to inspection to the Subcontractor whose work is being inspected. Any inspection must be done by the Contractor, or by a different Subcontractor approved by Chinook Community Forest.
- 2.02 The Contractor shall inspect the work performed and/or each Payment Area or part thereof for the purposes of determining the quality of work.
- 2.03 The Contractor shall inspect the work in the following manner:  
  
All field work will be assessed as per the standard contained in the Appendices.

- 2.04 The Contractor shall provide Chinook Community Forest with a written statement of the work quality achieved, supported by inspection data and a map of the work area and/or Payment Area (or portions thereof). Chinook Community Forest may examine such portion or portions of the work performed and/or Payment Areas as it considers appropriate to verify the quality of the work.
- 2.05 If Chinook Community Forest determines the inspection carried out by the Contractor does not correctly indicate the quality of the work, Chinook Community Forest may require the Contractor to carry out additional inspection(s).

**ARTICLE 3: Approved Subcontractors**

- 3.01 Before commencement of any work and by the date requested, the Contractor must provide a list of subcontractors and the phase or portion of work to be performed by each of them to Chinook Community Forest for approval.
- 3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of Chinook Community Forest.



## Schedule G Camp Standards

Attachment to the Agreement with \_\_\_\_\_ for K4R-FIP-Planting-2026-Pinkut.

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

- (a) "Approved " means approved in writing by a medical health officer or environmental health inspector.
- (b) "Camp " means land or premises on which there are cabins, tents, bunkhouses, or other structures owned, established, operated, or maintained by the Contractor as living quarters for its agents, employees, subcontractors, or others, with or without charge in connection with the Agreement.
- (c) "Contract Representative" means the person who is assigned by the contracting agency (Chinook Community Forest, or Recipient) to administer the contract on that agency's behalf.
- (d) "Food Premises " means food premises in which food is processed, served, or dispensed.
- (e) "Potentially Hazardous Food " any food or ingredient capable of supporting the growth of pathogenic organisms or the production of toxins.
- (f) "Sanitize" means to treat by a process that effectively destroys micro organisms including pathogens. If any of the words in the Agreement are used in this Schedule, they have the same meanings in this document unless the context dictates otherwise.

### **ARTICLE 2: Compliance with the Law**

2.01

Notwithstanding the terms and conditions of the Agreement, the Contractor shall comply with all laws affecting the Work, including the Public Health Act and its Food Premises Regulation , Health Act Communicable Disease Regulation , Sewerage System Regulation , Industrial Camps Health Regulation ; the Water Act ; the Drinking Water Protection Act and its Regulations; and the Tobacco Control Act and its Regulations.

### **ARTICLE 3: Application**

3.01

This Schedule does not apply to camps occupied by less than 5 persons.

### **ARTICLE 4; Accommodation Requirements**

4.01

The Contractor shall ensure that accommodation, which meets the minimum standards stated herein, is provided for their crew. If the Contractor's workers are to be housed in suitable off-site accommodation

with safe, effective transportation to and from the worksite provided, an exception from providing a field camp as described may be obtained from the Contract Representative prior to the commencement of the Work.

## **ARTICLE 5: Inspection**

### **Right to Inspect**

#### **5.01**

The Tobacco Enforcement Officer, Health Officer, WorkSafe BC Inspector, or Contract Representative may inspect a camp at any time or in the event of noncompliance with the Contract Documents, action may be taken against the Contractor either under this Agreement, under the Public Health Act or under WorkSafe BC Regulations. Action may include financial penalties, camp closure, or contract termination as described below.

### **Assessments**

5.02 As per the Agreement and the actions provided by the regulations listed in Article 2 of this Schedule, if, in the opinion of Chinook Community Forest an inspection indicates the Contractor has failed to comply with any standards specified in this Schedule, Chinook Community Forest may in its sole discretion immediately impose upon the Contractor an assessment for re-inspection of two hundred and fifty dollars (\$250) each time Chinook Community Forest is required to re-inspect for compliance. Chinook Community Forest may repeat the assessment each time that a subsequent inspection indicates that the Contractor remains in non-compliance with the standards.

Tobacco Enforcement Officer and WorkSafe BC Inspectors may impose any assessments provided in their respective legislation.

### **Termination**

5.03 Notwithstanding any other rights or remedies available to it, Chinook Community Forest may terminate this Agreement and claim the Performance Security if:

- (a) the Contractor does not provide a camp or obtain an exemption as stated in 4.01 above;
- (b) the Contractor does not comply with a Notice to Comply;
- (c) the camp is ordered "closed" by an official of the Ministry of Health or the Workers' Compensation Board or the Ministry of Forest Lands and Natural Resource Operations, Compliance Branch or any other agency with statutory authority.

## ARTICLE 6: Standards:

6.01 To facilitate routine inspection by a Health Officer, WorkSafe BC, and Chinook Community Forest the Contractor must provide the location of all camps and contact information to the local Health Authority, WorkSafe BC, and the Silvicon Services Inc. 72 hours prior to establishment of each and every camp site. The appropriate Health Authority is to be contacted as indicated at <http://www.health.gov.bc.ca/protect/industrial-camps.html> and WorkSafe BC contacted at [http://www.worksafebc.com/contact\\_us/default.asp](http://www.worksafebc.com/contact_us/default.asp).

### Supervision

6.02 The Contractor shall:

(a) be responsible for supervision of the camp.

(b) cause a legible copy of these standards to be kept permanently posted in a prominent place in the camp.

(c) ensure that a "Silviculture Workers Fact Sheet" is posted in a visible location at each and every camp and that a copy is provided to each and every member of its workforce. The fact sheet is available from the Ministry of Labour, Citizens' Services and Open Government, Employment Standards Branch and from the website location: [http://www.labour.gov.bc.ca/esb/facshts/silviculture\\_workers.htm](http://www.labour.gov.bc.ca/esb/facshts/silviculture_workers.htm).

(d) maintain the camp, its sanitary facilities, appliances and equipment in good repair and in clean, sanitary condition at all times.

(e) accurately inform all employees of camp conditions and personal equipment requirements and ensure that, prior to hiring, employees are adequately equipped, including sleeping gear, where required.

(f) ensure that any domestic animals permitted in camp are properly controlled and not permitted access to food storage, preparation, or serving areas or waste disposal facilities.

### Water Supply

6.03 As per the *Drinking Water Protection Act*, the Contractor must obtain the approval of the Health Authority and, where provided, a Water System Operating Permit for all camp drinking water systems and the Contractor must comply with the conditions of the Water System Operating Permit.

6.04 As per the *Water Act* and its Regulations, the Contractor must obtain approval of the Ministry of Environment - Water Stewardship Division if it will be using or diverting water from stream beds including a lake, river, creek, spring, ravine, swamp or gulch.

6.05 In order to verify the safety of the drinking water system, the Contractor must provide bacteriological water samples at regular intervals and in a timely fashion from each camp location to the Health Authority as required by the Water System Operating Permit. Camps supplied with drinking water from sealed bottles purchased from a reputable grocery chain outlet or other suitable retail establishment will not be subject to water sampling.

6.06 An adequate supply of potable water shall be provided for drinking and food preparation purposes both at the camp and at the daily worksite.

6.07 Where the Health Region determines a permit is not required, the following minimum standard is to be followed in order to ensure that drinking water will be free of pathogenic (disease causing) organisms. Drinking water must be either:

(a) obtained from a water supply system in accordance with the *Drinking Water Protection Act*; or

(b) in exceptional circumstances, otherwise treated by a method which has been authorized in writing by the Health Officer. Any conditions of such an authorization will form an integral part of this contract; or

(c) boiled.

6.08 All containers used for transporting or storing drinking water shall be used for no other purpose and shall be securely closed, arranged so that water can only be drawn from a tap (no dipping).

6.09 All potable water containers including those for personal use shall be maintained clean and free from contamination.

6.10 Where a water supply unfit for drinking is used for other purposes there shall be:

- (a) no physical connection with the drinking water supply; and
- (b) warning signs placed on all outlets of the non-drinkable supply.

### **Campsite**

6.11 The general campsite area and specific locations of all camp facilities shall be located so that good natural drainage is provided.

6.12 Drainage from the camp shall not contaminate any water supply.

6.13 The camp location and boundaries shall be approved by the Contract Representative in charge and be confined to the agreed-to area.

### **Sleeping Accommodations Supplied by the Contractor**

6.14 Where the Contractor provides tents or other temporary membrane structures (the "Structures") for sleeping accommodations for the short-term camp, it must ensure the Structures:

- (a) having an area in excess of 18 square meters are inspected by a fire official for approval;
- (b) are not located within 6 meters of buildings, parked vehicles, internal combustion engines, or other tents or temporary membrane structures. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the Structures;
- (c) are adequately braced and anchored to prevent weather-related collapse, including their appurtenances;
- (d) are, including canopies, composed of flame-resistant material or shall be treated with a flame retardant in an approved manner;
- (e) flammable-liquid-fuel equipment shall not be used in the Structures or canopies;
- (f) flammable and combustible liquids shall be stored outside in an approved manner not less than 15 meters from the Structures or canopies;
- (g) there is sufficient ventilation to prevent the accumulation of disagreeable odours and condensation;
- (h) are enclosed and weatherproof and provide adequate artificial or natural lighting;
- (i) floors are of a smooth, easily cleanable finish and kept clean;
- (j) there is adequate floor space to prevent overcrowding
- (i) any two persons of opposite sex and not being persons living together as common-law or married are not required to sleep in the same room;
- (ii) an unobstructed clearance of at least 0.6 m between beds, and 1.0 m between each bed and the ceiling;
- (k) individual dry storage space for personal possessions and clothing for each employee;
- (l) no room used for sleeping accommodation is used for drying clothes;

(m) a moisture barrier (ground sheet) must be used where the bedding is not elevated 30 cm or more above the ground;

(n) mattresses and pillows that are supplied at a camp must be encapsulated by a waterproof barrier to ensure they remain in a sanitary condition.

(o) all mattresses, sheets, pillows, pillow cases, blankets and bed covers are kept in a clean and sanitary condition and laundered to keep them sanitary and before each new user.

6.15 Bunkhouses or dwelling houses used for sleeping accommodations must also comply with the Industrial Camps Health Regulation.

### **Communicable Diseases**

6.16 As provided by B.C. Reg. 4/83 of Schedule 'A' of the *Public Health Act*, Communicable Disease Regulation, where a person knows or suspects that an animal or another person is suffering from or has died from a communicable disease, he/she shall, without delay, make a report to the Medical Health Officer. A copy of the report shall be forwarded to the Director, Occupational Health Department, and Workers' Compensation Board.

### **Kitchen and Meals**

6.17 As per the Food Premises Regulation, the Contractor must obtain the approval of the Health Authority and an operating permit for all Food Premises and the Contractor must comply with all conditions of the operating permit.

6.18 The Contractor shall ensure:

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(a) A kitchen or food preparation area shall be provided for that exclusive use and shall be separate from any other room. This room must be constructed so as to deter the entry of insects and vermin. Walls shall be smooth, durable, non-absorbent and maintained in a clean condition. Kitchens shall be supplied with smooth durable, non-absorbent, easily cleanable floors.

(b) A balanced diet of sufficient quantity shall be provided for the workers by the Contractor.

(c) Hand basins with hot and cold water, soap and disposable towels shall be provided in a location convenient to the kitchen area for the use of food handlers.

(d) Eating or drinking utensils shall be thoroughly cleaned and sanitized after each consecutive use. Personal water bottles, supplied by the Contractor, shall be cleaned daily.

(e) Food preparation and dining surfaces shall be finished with a smooth, durable, non-absorbent surface and shall be kept clean and sanitized.

(f) Utensils shall be scraped, washed clean and sanitized after each usage as follows:

i) first sink - wash in warm water (43°C/110°F) with detergent;

ii) second sink - rinse in clear warm water (43°C/110°F);

iii) third sink - sanitize by immersion in warm clean water containing 100-ppm chlorine (1 tablespoon of unscented bleach per gallon of water);

iv) air dry on clean non-absorbent surface.

### **Dining Room**

6.19 A dining room of sufficient size to effectively accommodate the serving and eating of meals shall be provided. This room shall be separated from the kitchen and kept in a clean and sanitary condition.

- 6.20 The dining area shall be dry, heated, and constructed so as to deter the entry of insects and vermin. If connected to the kitchen area, dining rooms shall be supplied with smooth, durable, non-absorbent, easily cleanable floors.

### **Food Handlers**

- 6.21 The Contractor shall ensure:
- (a) No person who is a carrier of, or suffering from, a communicable disease shall perform food handling duties.
  - (b) Food handlers shall wash their hands thoroughly, frequently, and always after using the toilet. They shall wear clean clothes, keep hair in place and keep fingernails short and clean.
  - (c) All food handlers shall have a valid FOODSAFE certificate indicating their completion of a basic food handler's course recognized by the Ministry of Health.

### **Food**

- 6.22 The Contractor shall ensure:
- (a) All food supplies shall be from a commercial source and protected from contamination at all times. Special care shall be taken to ensure that hazardous foods, which will not be cooked before eating, are not exposed to contamination from unwashed hands or dirty equipment.
  - (b) Ice shall be of drinking water quality.
  - (c) Hazardous foods shall be maintained at a temperature below 4.0°C/40°F or above 60°C/140°F at all times. Refrigeration and hot holding temperatures must be monitored and logged at least daily while the camp is operating.
  - (d) Refrigeration equipment with sufficient space to store all hazardous foods kept at the camp, shall be provided. Each unit shall contain a thermometer to monitor its operability.
  - (e) All food supplies shall be stored off the floor and protected from dirt and contaminants.

### **Food Equipment**

- 6.23 Containers for food storage shall be easily cleaned, durable, non-absorbent, non-toxic, non-corrosive and designed to be tightly closed. Such containers shall be used whenever stored food is at risk from water, insects, vermin, or other sources of contamination.
- 6.24 All food service equipment and utensils shall be of food service quality and free from breaks, corrosion, cracks, open seams and chips and shall be kept clean and sanitized.
- 6.25 When not in use utensils, dishes and kitchenware shall be stored in a cupboard to protect from insects, dirt and contamination. Other items shall be stored off the floor and protected from dirt and contaminants. All kitchen or dining room structures must be constructed so as to be easily cleaned and sanitized.

### **Food Safety Management**

- 6.26 The Contractor must establish a written Food Safety Management Plan and a Sanitation Plan that ensures a health hazard does not occur in the handling of food and the sanitization of the Food Premises. The Plans must be submitted by the Contractor to the Health Authority for its review.

## Sanitary Facilities

- 6.27 The Contractor shall provide enclosed, hot water showers, which are screened from view to ensure that employees can conveniently maintain personal hygiene. Each shower shall have an adjacent dressing area. Construction shall include smooth, easily cleanable floors and walls.
- 6.28 Flush toilets shall not be installed unless connected to a public sewage system or an onsite sewage disposal system that has been constructed in compliance with the *Public Health Act Sewerage System Regulation*.
- 6.29 Toilets (privy's) shall be conveniently located and constructed and maintained so that:
- (a) flies, insects, rodents or other animals are deterred from gaining access to the waste materials in the pit;
  - (b) surface or ground water cannot enter the pit;
  - (c) waste material does not contaminate a water supply;
  - (d) the enclosure is vented;
  - (e) they are located a minimum of 30 metres from any lake or stream and 10 metres from food service areas of the camp;
  - (f) they are enclosed and provide privacy.
- 6.30 Wash basins with an adequate supply of clean water shall be provided for hand washing purposes in the numbers specified in the table below.
- 6.31 The facilities described in 6.27, 6.29 and 6.30 above must not be less than the number as per the following table.

For each group of 6 persons in addition to 100, add 1 wash basin

For each group of 20 persons in addition to 100 add 1 privy and shower.

- 6.32 Privy pits no longer in use shall be filled with soil and marked with a durable sign to warn future visitors to the contaminated area.
- 6.33 Sanitary facilities must be maintained in a clean and sanitary condition.

**Summary Table For Camp Standards**

No. of Persons in Camp for Whom Accommodations is Available at Camp (from/up to and including)	Minimum No. of Privies	Minimum No. of Showers	Minimum No of Wash Basins
1 - 7	1	1	1
8 - 15	2	1	3
16 - 30	3	2	6
31 - 45	4	3	9
46 - 60	5	4	12
61 - 75	6	5	15
76 - 100	7	6	20

### **Garbage and Sewage**

- 6.34 All sewage generated including but not limited to privy, shower, and kitchen facilities must be disposed of in a manner approved by Health Authority. Permits may be required depending on the camp’s facilities and location and the Contractor must comply with any permits issued.
- 6.35 Any approved infiltration pits shall not be less than 30 meters from any lake or stream and shall not be permitted to overflow or accumulate onto the soil surface.
  - (a) sewage and wastewater from kitchen or food service areas shall be disposed of in a closed infiltration pit with a closed delivery system that is sealed to the access of flies and vermin (i.e. open ditches are not permissible).
  - (b) wastewater from bathing or washing shall also be disposed of in a covered infiltration pit.
- 6.36 Garbage shall be stored in wildlife and insect proof containers conveniently located and in sufficient numbers.
- 6.37 Garbage shall be hauled to a waste management site every day where there is a bear problem, under all circumstances, no longer than 3 days.

### **Dry Room**

- 6.38 A heated dry room for the exclusive purpose of drying clothes shall be provided separate from the food preparation and serving areas.
- 6.39 The Contractor will provide Chinook Community Forest a copy of their COVID19 Infection Prevention & Control Plan upon request.



## Per Tree Based Planting Contract – Specifications and Standards

### 1. Planting Stock

(1) The Company shall supply the Contractor with sufficient planting stock, subject to the availability of suitable seedlings, to complete the contract when trees are planted at the spacing indicated in Schedule AD.

(2) Planting stock will be delivered to the Contractor, f.o.b. PRT Summit Nursery in Telkwa BC at which place and time the proper care and distribution of stock becomes the responsibility of the Contractor. Stock must be planted within five (5) days of pick-up.

(3) The Contractor shall arrange with the Company the details of tree shipments from the nursery to the point of delivery stated above. The Contractor shall account for all trees issued to him pursuant to this contract; any trees that are not planted shall be returned to the Company.

(4) The Contractor shall make adequate field storage arrangements for the planting stock containers, as directed by the Company.

(5) The Contractor shall dispose of all planting stock containers, as directed by the Company.

(6) *Substitution of planting stock or planting areas:* In the event unforeseen circumstances require substitution of planting stock of a different age, stock type, or species, or substitution of planting areas, from that set out in Schedule "AD", and that, because of such differences, the substituted planting stock or planting area is determined to be more or less difficult to plant, the Company and the Contractor agrees to renegotiate the contract price to account for added or reduced cost of the planting of the substituted planting stock or planting area.

(7) In the event that the total amount of planting stock or area specified in Schedule "AD" cannot be planted for reasons beyond the control of the Company, the contract will be terminated upon completion of the planting stock, or area, which is available and payment will be made for the trees actually planted subject to the provisions of S

## **2. Planting**

(1) *Standards of Planting:* Trees shall be planted to the satisfaction of the Company in the manner set forth in Sections 5 and 6 of this Schedule.

(2) *Order of work:* Units of work are to be completed in an orderly fashion as agreed upon with the Company. Planting on each unit must be satisfactorily completed before planting on the next unit is commenced, unless otherwise authorized by the Company.

(3) Should the situation arise whereby all units have been satisfactorily completed and an excess of trees remains from this contract, then additional planting area(s) will be provided where possible, in order that the Contractor may plant the total number of trees specified. If no additional area is available, the contract will be terminated.

(4) *Inspection Procedure - Quality of Planting and Payment:* The Company will inspect each planting unit, or parts thereof for purposes of determining the quality of planting and the amount of payment due using the Ministry of Forests Planting Quality Inspection Procedure. Payment will be based upon the quality of planting as determined and agreed upon by the Company and shall take into account any charges for infractions as provided by Section 4. The scheduling of inspections will be determined during the pre-work inspection of the planting area(s). Inspections will consider the standards specified in this Schedule, and root systems of planted trees may be excavated to aid in evaluating planting quality.

(5) *Re-inspection:* The Contractor may request a re-inspection within one (1) day of the original inspection. Should the re-inspection indicate a variance of more than ten percent (10%) from the original, the Company shall bear the cost and payment will be based on the re-inspection information.

## **3. Payments**

(1) *Basic Payment:* The basic payment shall be calculated by multiplying the number of seedlings planted by the bid price per seedling or, in the case of unit based bid, the basic payment shall be the contracted amount of that payment area. The basic payment shall be subject to reductions for damages as specified herein.

(2) Notwithstanding the provisions of Clause 3 (1), if the sample plot data indicates that the planting quality percent, prior to the addition of any tolerance, is less than eighty-five (85) percent, being the minimum acceptable standard, the Contractor will be immediately notified in writing. If the planting quality percent of subsequent planting is not raised to the minimum acceptable standard within one (1) day, the Company may terminate the contract forthwith. Should any subsequent areas be planted below the minimum acceptable standard, the Company may terminate the contract forthwith.

(3) The Company shall withhold ten percent (10%) of each payment until forty (40) days after final completion of the work, and then will make final payment provided the work has been completed to the satisfaction of both the Company and the Ministry of Forests, and provided no liens, claims, or assessments have been filed or made by any third party.

(4) The basic payment for each unit, or for the contract as a whole shall be subject to charges, if any, as set forth in Clause 4.

#### **4. Charges & Reductions**

(1) *Planting Quality Reduction:* Where the Ministry of Forests' Planting Quality Inspection System indicates that planting quality is less than ninety-three percent (93%), basic payment as indicated above shall be adjusted according to the following formula:

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

8

Where: PQ = Planting Quality % as determined under the Ministry of Forests Planting Quality Inspection System.

(2) *Wastage of Trees:* Where, in the opinion of the Company, the Contractor or his agents have, by improper storage, improper handling, or by other means caused the loss, destruction, or wastage of trees, or if the Contractor fails to account for all of the trees issued, the Company shall assess the Contractor an amount of the bid price per tree plus twenty (20) cents per tree for the estimated number of trees wasted, lost or not accounted for. The basis for determining trees unaccounted for shall be computed by subtracting the total trees planted plus ten percent (10%), calculated according to the inspection plot records, from the number of trees issued.

(3) *Excess Trees:* Excess trees occur when the number of Planted Trees exceeds the

number of Plantable Spots in an inspection plot. Excess is calculated by dividing the number of excess trees by the total trees planted. A tolerance of 7% is allowed before a charge for excess trees is applied. A charge equal to the bid price applies for excess between 7.1% and 12%, and bid price plus the seedling cost for excess over 12.1%

(4) *Low Density:* Where plantable microsites are available, but the Contractor has failed to maintain the minimum density specified, the Company may refuse to make payment for the portion of the payment area affected.

(5) *Untreated Areas:* If the Contractor fails to plant any area(s) which the Company considers to be plantable, and if the Contractor is unwilling or unable to "fill-in" plant such area(s), then the Company may reduce the basic payment by an amount equal to the product of the size (in hectares) of unplanted area multiplied by one thousand dollars (\$1,000.00) per hectare. No payment reduction will be made if such unplanted area is less than one tenth (1/10) of a hectare.

(6) *Storage and Handling:* Where the Contractor has failed to store, handle or care for seedlings in the manner specified herein or has by any other means put the health, vigor, or safety of the seedlings in jeopardy, the basic payment may be reduced by fifty dollars (\$50) for each occurrence involving a box of seedlings or less, or two hundred fifty dollars (\$250) for each occurrence involving more than one box)

(7) *Stashed Trees:* Where seedlings issued to the Contractor have been abandoned or disposed of, the basic payment may be reduced by an amount described in Section 4(2) for each occurrence and the contract may be terminated forthwith.

## **5. PLANTING STANDARDS**

All standards shall be reviewed and the limits specified prior to commencing work.

### *(1) Damage to Seedlings*

(a) Trees are to be planted as received without root or top pruning or culling by the Contractor, unless otherwise specified by the Company representative.

(b) Any trees found to be moldy, dry, flushing, frozen, or damaged in any other way shall be reported promptly to the Company representative.

(c) When planting and tamping trees care shall be taken to avoid root stripping, scarring, bending, or other damage to the seedlings.

(d) The Contractor shall not waste trees either deliberately or through neglect. (see Sec 4 (2) for potential charges.).

*(2) Planting Spot Selection*

It is the responsibility of the Contractor to ensure the prescribed spacing is maintained. Trees shall be planted in the most suitable spot available to favor survival and growth with the following restrictions:

(a) *Spacing:* Each planting spot shall be selected according to the spacing distance limitations as prescribed on the planting map for each block specified in Schedule "AD". The actual spacing may be varied from the contract spacing specified to take advantage of the most suitable spot available but under no circumstance may trees be planted closer than the specified minimum spacing distance.

(b) *Spot acceptability:* Each planting spot shall further meet the acceptability requirements listed below as well as the requirements specifically listed elsewhere in this Schedule. Characteristics/types of unacceptable spots are also listed below, subject to specific unit instructions from a Company representative:

Acceptable Planting Spots:

- Mineral soil or a mixture of mineral soil and well decomposed organic material ( FH organic layer ).
- Spots shaded by inanimate objects such as stumps, windfalls, rocks, etc.
- Spots alongside a depression in the ground.
- On prepared spots as instructed (1 tree per mound – right on top of mound, as high on the berm as possible in trenched ground).

Unacceptable planting spots: where trees shall not be planted unless specifically instructed by the Company representative:

- Rotten logs or stumps where the wood is not in a greasy state of decomposition.
- Bottom of depressions or gullies subject to flood.
- Cutbacks, roadside fill, raised humps of loose soil, or debris subject to drought.
- Within 6 m of main roads, as designated by the Company.
- Within the minimum spacing distance of acceptable natural or planted trees.
- Within the crown line of larger trees.
- Under overhead obstacles that could interfere with the seedlings growth.

(c) *Planting Quality*: Once a plantable spot is selected it must be prepared as specified by the Company representative and a tree planted as described to permit maximum survival and growth of the seedling.

(d) *Scalping*: Where scalping is specified, all living herbaceous cover must be removed within the required area. The seedling shall be planted near the center of the scalp.

(e) *Screefing*: Where screefing is specified, all organic debris shall be cleared down to the depth specified, or suitable planting medium, whichever occurs first. If a suitable medium is not located within the required depth, the spot may be considered non-plantable.

(f) *Planting Hole*: The planting hole shall be prepared so that the entire root system of the tree may be fully accommodated in a natural position.

(g) *Root Replacement*: Each tree shall be placed in the planting hole with the roots in a near natural arrangement, and at a depth that after filling and tamping, the soil comes to the root collar line where no roots are exposed nor any needles or branches are covered with soil. The roots shall not be doubled up, twisted, tangled, or bunched and with containerized seedlings the top of the "plug" must be covered.

(h) *Tree Alignment:* The tree shall be planted so that the roots and stem are aligned along a vertical axis.

(i) *Firmness:* Soil shall be filled in and compacted around the roots with no air pockets. Soil shall be compacted firmly enough so that the tree will not pull loose with a gentle tug. Snow or organic debris shall not be used for filling around the roots.

## **6. CARE OF PLANTING STOCK**

(1) *General:* Seedling boxes and the seedlings they contain shall at all times be stored and handled to prevent damage from; freezing, overheating, or rapid temperature fluctuations, excess moisture or drying, crushing, or other physical damage and exposure to injurious substances.

(2) *Shipping:* Where the contractor is required to transport the planting stock the following procedures shall be followed to reduce the risk of seedling deterioration:

- (a) boxes shall be handled gently
- (b) travel time shall be reduced to a minimum
- (c) exposure to the sun and the hottest part of the day is to be minimized.
- (d) non-refrigerated trucks shall be ventilated in an approved manner
- (e) tree cartons shall be covered in transit; preferably with reflective tarps.

(3) *Storage:* On-site storage shall be located and built to minimize temperature rise and stock deterioration. The following shall apply:

- (a) locate in a cool, shady, protected location under standing timber
- (b) tarps should be suspended above boxes
- (c) boxes shall be separated to ensure adequate ventilation
- (d) unless specified otherwise, cartons should remain closed until needed to prevent moisture loss
- (e) when heeling-in of the planting stock is required it shall be done in the manner and location as described by the Company representative.
- (f) Seedlings are to be planted within three days of being removed from cold storage unless directed otherwise by the company.

(g) The contractor will each day record:

- the maximum & minimum temperature at the central cache and
- the temperature within seedling boxes of representative seedlings.
- the company will loan the contractor suitable thermometers for this purpose which must be returned in good condition at the end of the contract.

4) *Stock Handling:*

(a) unplanted seedlings outside of the main storage cache must be protected from direct exposure to the sun preferably with the use of reflective tarps or in other manner approved by the Company representative

(b) planting bags must be approved type and size, in good condition

(c) while in the bags, tree roots must be kept moist with damp packing material or other acceptable means.

(d) seedlings shall only be removed from the protection of cartons or planting bags one at a time and immediately prior to planting

(e) where root dipping is required, the bundles shall be dipped in a weak slurry of peat moss and water to root collar depth for a period of one minute as close to the time of planting as practical.

## 7. OTHER CONDITIONS

(1) **Camp Standards:** The contractor shall ensure that accommodation is provided for his crew which meets the standards as set out by the Ministry of Health, including, but not limited to the Food Premise Regulations; the Drinking Water Protection Act; the Drinking Water Protection Regulations; and the Industrial Camp Regulations. The Medical Health Officer, Public Health Inspector, Work Safe Officer, or Company Representative may inspect a camp at any time. Failure to comply with any standard may lead to an assessment of \$250 for each infraction, repeated infractions will lead to contract termination.

(2) **Planting Spots:** Unless otherwise stated, all planting spots shall be prepared to minimally accommodate 'FH planting'; with the top of the planted plug being flush with the 'FH' layer. Planting with the top of the planted plug in the 'L' layer is unacceptable. For clarity, the F and H layers are described as part of the soil horizon where plant residues are partially (F layer) to completely (H layer) decomposed and the original plant structures are no longer recognizable. The L layer is the litter layer, consisting of relatively fresh residues of foliage, twigs, decaying wood and dead moss.

(3) **Quality Plots:** The contractor is responsible for carrying out quality plots on areas planted and shall provide the company with these plots at the Company's request.

(4) **Maps and Records:** The contractor is responsible for maintaining and providing maps and records documenting the location and amounts of all seedlots planted. The contractor will also monitor and document temperature conditions within the main seedling cache.

## **8. ADDITIONAL STANDARDS FOR SUMMER PLANTING**

**INTRODUCTION:** As seedlings for summer planting are actively growing, all phases of planting must take extra care in ensuring that seedlings are not mishandled.

1. **SHIPPING:** The contractor will be responsible for advising the nursery and scheduling deliveries in a timely manner. The nursery will "hot lift" stock to match the contractor's request. Deliveries and planting must be coordinated to ensure stock is planted within five days from the time it leaves the nursery.

2. **FIELD STORAGE:** Immediately upon delivery from the nursery, all seedling boxes must be stored and handled as follows:

- cache to be located in mature timber, well shaded and if possible close to water.
- seedling boxes to be opened and bundles stood upright, there should be enough room between boxes to ensure adequate ventilation.
- if necessary trees are to be watered.

### **3. PLANTING**

- Stock should only be removed from the cache as needed, no more than one half a day in field.
- Planters must take extra care to prevent seedling exposure to sun and wind.

Boxes must be tarped or kept in shade, seedlings to be protected in silvicool bags, only one bundle to be opened at a time.

Note: deductions to final payment for each occurrence of the above infractions are \$50 when a box of seedlings or less is involved, and \$250 if more than a box is involved [Sec. 4(6)].



**Attachment 1**

**Planting Standards**

INITIALS

(CONTRACTOR)

INITIALS

(COMPANY)