



Schedule A1 – Services

File: 10005-40/FS24DCS105

Attachment to the Agreement for BC Parks Monck Park, Merritt TSA Monck and Allison Lake Areas Wildfire Risk Reduction Prescription Development

The “Ministry Representative” cited within A1 of the Services refers to the BC Parks Ministry Representative.

1. THE SERVICES

1.01 Objective

Objectives for the project include:

- i. Development of a prescription for prescribed fire with proposed Fuel Treatment Units (treatment units) in the Area of Interest (AOI). Operational implementation will be conducted in a separate phase and is not included in this contract.
- ii. Preserving recreation and conservation values in the park.
- iii. Supporting historic ecosystem structure, function, and processes by retaining or restoring ecosystem conditions that will persist into the future.
- iv. Protecting park users, staff, and adjacent communities by reducing the risk of surface and crown fire ignition and spread.

Area of Interest

AOI	Size
Monck Provincial Park AOI Polygons	65.5 ha

1.02 Priorities

Safety considerations will always be the priority. If unsafe conditions are identified notify the Contract Manager immediately.

Field data collection must be completed in snow-free conditions Any field data collected during winter conditions where snow is covering the landscape, will not be accepted as viable by the ministry. Treatment implementation must be prescribed during campground closure.

1.03 Services

The project will consist of 2 phases:

Phase 1: Field Reconnaissance and Reconnaissance Report

The Area of Interest (AOI) shown in the Monck AOI .kmz (attachment 1) is the **potential** project area. The objective of this phase is to complete a reconnaissance of the potential project area, identify suitable treatment

units for prescribed fire, collect field data for the reconnaissance report and project deliverables, and report on proposed treatment in the reconnaissance report.

This phase requires:

- i. An office review of wildfire risk and threat, higher level plans, the Monck Provincial Park Management Plan, BC Parks legislation, policies, and best management practices and any other spatial data, guides, procedures, standards, or documents as required for project planning.
- ii. Field surveying as per the [Fuel Management Survey Data Collection Standard](#) to complete Article 4 Treatment Decision Reporting and Deliverables.
- iii. Reviewing Preliminary Field Reconnaissance (PFR) assessments with the Ministry Representative for incorporation into proposed treatment.
- iv. The development of a Reconnaissance Report and associated maps.

Additional minimum report contents may be added during the project initiation meeting, or at any time after discussion between the Contractor, the Ministry and where applicable, subject matter experts. Prior to initiating Phase 2, a meeting between the Ministry Representative and Contractor must occur to agree on the proposed treatment units. This meeting may include field visits, as required.

Reconnaissance Report Requirements:

Reconnaissance Report development must be prepared to the standards expected of a registrant of Forest Professionals BC. Reports are to be completed in reference to the BC Parks Wildfire Prevention Prescription Template and Guidance Documents and must contain information including but not limited to:

- i. A general description of the AOI that includes current and historic ecosystem structure, function, and vegetation cover, topography, park infrastructure, park use by visitors and permit holders, recreation and conservation values and features, indigenous and cultural heritage values and features, adjacent communities, adjacent landscape values, and wildfire risk and threat.
- ii. Preliminary identification of treatment unit polygons with a description of how treatment unit polygons were determined. A description of proposed treatment including any pre-burn fuel management. Descriptions of TU specific: (current and historic) ecosystem structure, function, and vegetation cover, surface fuel loading, crown base height, topography, park infrastructure, use by park visitors and permit holders, recreation and conservation values and features, indigenous and cultural heritage values and features, and wildfire risk and threat.
- iii. Representative photos of treatment unit vegetation and fuel conditions.
- iv. A georeferenced map of the proposed treatment units

Phase 2: Prescription Development

The objective of this phase is to develop the prescription for prescribed fire. Once proposed treatment units within the Field Reconnaissance Report have been approved by the Ministry Representative, phase 2 can commence.

This phase requires:

- i. Field surveying as per the [Fuel Management Survey Data Collection Standard](#) to complete Article 5 Prescription Development Reporting and Deliverables.
- ii. Field layout and GPS traversing of the treatment area and treatment units
- iii. The development of a draft prescription for review and comment by the Ministry Representative and other designated representatives.
- iv. The development of a final prescription for review and comment by the Ministry Representative and other designated representatives.

- v. Completion of the final prescription and BC Parks Operational Document reflecting the final approved prescription

Prescription Requirements:

- i. The prescription must be prepared to the standards expected of a registrant of Forest Professionals BC and signed by a Registered Professional Forester in good standing with Forest Professionals BC.
- ii. **The Contractor must utilize the BC Parks Wildfire Prevention Prescription Template.**
- iii. The Contractor must follow the BC Parks Prescription Guidance and all Prescription Guidance elements must be addressed in the corresponding sections of the prescription.
- iv. The prescription must be consistent with all BC Parks legislation applicable to Monck Provincial Park. The Contractor must align prescription specifications with the BC Parks Conservation Policy, park management planning (Monck Provincial Park Management Plan), and BC Parks best management practices. Any discrepancies in alignment must be discussed with the Ministry Representative for resolution.
- v. The Contractor must provide a rationale for any deviation from BC Parks policy, best management practices or park management planning (Monck Provincial Park Management Plan).
- vi. The prescription will follow fuel management Principles, Specific and Measurable Targets for Fire Behavior Reduction, and Site Specific Considerations Tied to (WRR) Objectives outlined in the BCWS [Fuel Management Prescription Guidance Document](#).
- vii. Where BCWS Fuel Management Prescription Guidance targets conflict with the primary prescription objective(s), other targets must be specified with a supporting rationale.
- viii. Incorporation of (PFR) assessment concerns or recommendations into the prescription as agreed to by the Ministry Representative.
- ix. The Ministry Representative will provide First Nations consultation recommendations to the Contractor during final prescription development. The Contractor must discuss First Nations recommendations with the Ministry Representative and incorporate recommendations into the prescription.
- x. The Ministry Representative will provide stakeholder recommendations to the Contractor during final prescription development. The Contractor must discuss recommendations with the Ministry Representative and incorporate recommendations into the prescription.
- xi. The Contractor must submit their draft and final prescription, operational document, maps, and spatial data for review and comment by the Ministry Representative and other designated representatives. The Contractor must provide clarification on prescription specifications or revise the prescription until prescription approval by the Ministry Representative.

1.04 Field Data Collection Requirements

Field data must be collected in accordance with the principles outlined in the [Fuel Management Survey Data Collection Standard](#).

If requested by the Ministry Representative, a summary of the survey design, sampling methodology, and sampling intensity and a surveying map must be submitted for review and approval by the Ministry Representative prior to the commencement of data collection. Survey design, sampling methodology, and sampling intensity is inclusive of all data collection (stand, surface fuel, silviculture and/or cruise compilation).

Where a cutting authority requires timber cruising, cruise data must be collected as per the current approved Timber Cruising Manual standards. Field marking of cruise plots must be discussed and agreed upon with the Ministry Representative.

Plot data including field forms, photographs, and associated spatial data shall be provided with the draft prescription

1.05 Field Layout Requirements

Field Layout and marking of treatment units, reserve areas, special features and access structures where applicable is required. Treatment unit boundaries, standard unit boundaries, wildlife tree patches, biodiversity

reserves, other internal reserve and management boundaries, as well as important resource features (e.g., fish streams, salt licks, etc.) are to be GPS traversed with sub meter accurate GPS units.

For water courses sub meter accuracy might not be necessary depending on classification, location, size, and sensitivity (will be decided by Ministry Representative on case-by-case basis).

GPS stations shall be established at polygon corners. Locations of these reference markers shall be included on the map submitted by the Contractor.

Field markings:

- i. Field layout markings (ribbon and any other field layout markings) must be discussed and agreed upon with the Ministry Representative.
- ii. The contractor must not blaze or spray paint trees
- iii. The contractor must not use any flagging with printed words that indicate industrial falling activities
- iv. The contractor must not refer to polygon corners as “falling corners”

1.06 Maps and Spatial Data Requirements

Maps and spatial data are to follow the requirements outlined in the Appendix “Requirements for Maps & Spatial Data” (where it pertains to fuel management prescriptions – sections A, B, D, F, and H) of the 2023 “FireSmart Community Funding & Supports Program & Application Guide” which can be found on the UBCM website.

<https://www.ubcm.ca/cfi/firesmart-community-funding-supports>

Required mapping includes draft and final:

- Overview Map (PDF). A general overview map of the project boundary in relation to communities and other major features.
- Fuel Treatment Prescription Map(s) (PDF). Treatment unit specific map(s) of the treatment unit(s).
 - Include BC Parks legal boundaries, facilities, assets, and infrastructure

1.07 Work Progress

Prior to the commencement of work, a Work Progress Plan may be completed outlining the scope, timing, location, and other requirements of the Work. A Work Progress Plan may be established at any time and replaced or revised as planning evolves and conditions and priorities change.

Progress reports describing recent field work and/or prescription development are required on a bi-weekly basis. Reporting can be written or verbal at the discretion of the Ministry.

The Contractor Representative shall meet with the Ministry Representative:

- i. At Monck Provincial Park before the commencement of Work to inspect the Work Area, complete the Pre-Work Checklist, and review the Contract Documents and work performance requirements.
- ii. Subsequent meetings will be held between the ministry representative and the Contractor to review work progress. Meeting frequency and location (field or virtual) may be changed depending on contract progress and/or costs.

The Contractor shall, at its own expense, attend all scheduled meetings. Failure of the Contractor to attend a scheduled meeting will be considered non-compliance with the Agreement.

1.08 Milestones and Deliverables

By the deadlines identified in this Agreement, the Contractor shall provide to the Province digital copies of all deliverables which the Contractor is required to prepare and complete under this Agreement.

Where the province provides the Contractor with sample templates for work submissions, the sample will be the minimum acceptable standards for the deliverables produced by the Contractor.

Where the Contractor collects, summarizes, or represents data or results using computerized means, the display, content, and format of the information shall be in a form acceptable to the Province and its respective procedural

requirements, and shall only be acceptable to the province if the Ministry Representative has given prior written approval.

The Contractor is expected to supply sufficient qualified personnel to meet the following deadlines:

Milestone	Estimated Deliverable Deadline	List of Deliverables	Digital Deliverable Format
Submission of the Reconnaissance Report and map(s)	Nov 1, 2023	<ul style="list-style-type: none"> Reconnaissance report Reconnaissance map(s) 	.doc .pdf
Submission of Prescription Draft and Field Work	Jan 5, 2024	<ul style="list-style-type: none"> Field marking and GPS traversing of project area Draft prescription Draft mapping 	.doc .pdf
Submission of final prescription, BC Parks Operational Document, mapping, and spatial data	Feb 20, 2024	<ul style="list-style-type: none"> Signed, final prescription with all required attachments BC Parks Operational Document Final mapping Final spatial data 	. doc and .pdf .doc and .pdf .pdf .kmz (and .gdb if requested)

1.09 General

- i. 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.
- ii. 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.
- iii. The Contractor is solely responsible for internal quality assurance.
- iv. Multiple returns on quality assurance issues will be tracked and recorded and may impact future contract renewals.
- v. The Contractor will supply all transportation required to complete field work, handheld GPS, signs, flagging ribbon, and all other safety and related equipment necessary to complete the work. Contractor must supply all other required materials.
- vi. The contractor must comply with all Work Safe BC Regulations. Failure to comply with all WorkSafe BC Regulations may result in immediate suspension or cancellation of the contract.
- vii. The Ministry Representative may require the Contractor to do anything necessary to satisfy the Ministry Representative that the Work is being performed in accordance with the Contract Documents. All field work must be completed to the satisfaction of the Contract Manager prior to any payments.
- viii. All Works shall be conducted in accordance with BC Parks and other Legislation, as amended from time to time, applicable to this Agreement. In relation to the Works required under this Agreement, relevant legislation includes but is not limited to the following list of acts and their corresponding regulations:
 - Park Act
 - Heritage Conservation Act
 - Wildlife Act
 - Wildfire Act
 - Species at Risk Act
 - Water Sustainability Act
 - Federal Fisheries Act
 - Federal Migratory Bird Convention Act

- Forest Act
- Professional Governance Act

ix. The Contractor must be familiar with the following documents applicable to this Agreement, as amended from time to time. In relation to the Works required under this Agreement, relevant documents include, but are not limited to, the following list:

- Monck Provincial Park Management Plan
- BC Parks Conservation Policy
- BC Parks Tree Removal Guidelines
- BC Parks Harvesting Operations, Planning, and Road Layout and Design Best Management Practices
- BC Parks Invasive Plants Best Management Practices

Contract schedules may reference further documents not outlined above that are relevant to the performance of the Work under this Agreement.

1.10 Remuneration

- i. Remuneration of work completed under this contract will be at the rates specified in Schedule B.
- ii. If, after a reconnaissance, the Province decides, in its discretion, to conduct field inspections of the corresponding Payment Area, it shall inspect ten 10% or more of the Work Area to determine compliance with the terms and conditions of this Agreement.
- iii. The actual date the Work may commence is dependent upon the weather and completion of the Pre-Work Checklist and any established Work Progress Plan.
- iv. If the Province reasonably decides that weather or other conditions make it unsuitable for Work to proceed, it may suspend operations for a specified or an indefinite period, and it may require the Contractor remain available for up to five (5) consecutive Workdays to resume work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.
 - a. In the event operations are suspended, the Term may be extended by a length of time agreed to by the Parties.
 - b. If the Province, having suspended Work, does not permit Work to resume within five (5) Workdays, 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.
- v. As per Article 13 of the Operational Services Contract, where, in the opinion of the Province, the Contractor has failed to perform or comply with any of its obligations under this Agreement, but is subsequently completed, the Province may, in its sole discretion, impose as assessment as agreed liquidated damages as follows:

Obligation and Issue	Assessment Rate
Failure to complete on or before the completion date specified in the Work Progress Plan for the Work	\$200 per day
Failure to complete on or before the completion date specified in the Work Progress Plan for the Deliverables	\$200 per day
Failure to complete on or before the completion date specified in a Notice to the Contractor for any re-work.	\$300 per day
Failure to replace Key Personnel within required timeframe.	\$200 per day
Failure to attend a scheduled meeting	\$100 per meeting

1.11 Key Personnel

The Services shall be performed by the following “Key Personnel”:

- i. Prescribing Forester – A Registered Professional Forester in Good Standing with FPBC, with a minimum of 36 months current experience in leading Wildfire Risk Reduction projects, creating/signing fuel management prescriptions and collaborating with professionals from forestry and/or range backgrounds. This person must have successfully completed five (5) fuel management prescriptions with multiple references attached over the last five (5) years and have demonstrated fire behavior knowledge and training;
 - a. Practical knowledge experience with Canadian Forest Fire Danger Rating System (FFDRS) and Canadian Forest Fire Behavior Prediction (FBP) system. Example can include completion of S390 Intermediate fire behavior course, S490 Advanced fire behavior course, or,
 - b. Demonstration of knowledge and applicability of CFFDRS and FBP system.
- ii. Field Supervisor – A registered forest professional with a minimum of 36 months current experience in fuel management data collection and treatment unit layout.
- iii. GIS Technician - A person with a minimum of 36 months of experience in mapping, geospatial analysis, and related GIS work, competent in forestry operational mapping and creating the required deliverables.
- iv. The Contractor shall appoint a Contractor Representative fluent in English, who shall have full authority to act on behalf of the Contractor in connection with the Work and the Agreement and be available to the Ministry Representative, when requested, and be present at all times at any site where the Work is carried out.
- v. Upon entering into this Agreement, the Contractor shall notify the Province of the name, address and telephone number of the Contractor Representative appointed.
- vi. The Contractor shall not substitute a Contractor Representative without the written consent of the Ministry Representative.
- vii. If, in the reasonable opinion of the Ministry Representative, the Contractor Representative is not suitably experienced or is unable to properly supervise the Work or communicate with the Ministry Representative, then the Contractor shall, upon receipt of written notice from the Ministry Representative, replace that representative and immediately notify the Province of that change.
- viii. 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.
- ix. The Province shall appoint a Ministry Representative who shall have full authority to act on behalf of the Province in connection with this Agreement.
- x. Upon commencement of this Agreement, the Province shall notify the Contractor of the name of the Ministry Representative.
- xi. The Province may substitute a Ministry Representative at any time and shall immediately notify the Contractor of the change.
- xii. Key Personnel:
 - a. Prescribing Forester:
 - b. Field Supervisor:
 - c. GIS Technician/Specialist: