Natural Resource Ministries

Operational Services Contract

CONTRACT FILE NO: 10005-20/GS20FSJ0007	THIS AGREEMENT DATED FOR REFERENCE THE DAY (including 'nd' 'rd' or 'th' as applicable) DAY OF MONTH, 20YR.
PROJECT DESCRIPTION: SSS SILVICULTURE SURVEYS IN THE PEACE NATURAL RESOURCE DISTRICT	

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the MINISTER OF **Forests, Lands, Natural Resource Operations and Rural Development**

Peace Natural Resource District
9000 17th Street, Dawson Creek, BC V1G 4A4

Phone Number: (250) 784-1203.....FAX Number: (250) 784-0143
Ministry Representative: Susie Anderson
E-mail Address: Susie.Anderson@gov.bc.ca

(the "Province")

AND:

Full LEGAL name of Contractor/Company
Physical & Mailing Address (including Postal Code)

Phone Number: (Area Code) Phone No .....FAX Number: (Area Code) Fax No
Business E-mail Address: Contractor's Email Address

Contractor Representative: Contractor Representative's name
Business Number: Contractor's Business Number for taxation purposes
WorkSafe BC and/or Personal Optional Protection Number: WCB / POP No.

(the "Contractor")

referred herein to as "the Parties".

WHEREAS:

A. The Province requires the Work described in this Agreement to be carried out for its benefit.

B. The Contractor is prepared to do the Work.

C. The Province and the Contractor have agreed that the Work shall be carried out in accordance with Contract Documents.

Accordingly, the Parties agree as follows:

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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 the Province;

(c) "**Assessment**" means a pre-estimate of damages incurred by the Province 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 the Province 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) "**Ministry Representative**" means a person appointed pursuant to Section 5.01;

(n) "**Occupied Area**" means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;

(o) "**Payment Area**" means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;

(p) "**Performance Security**" means the security provided by the Contractor in accordance with Article 4;

(q) "**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

(r) "**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(s) "**Subcontractor**" means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;

(t) "**Shortfall**" means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;

(u) "**Term**" means the period of time this Agreement is in force pursuant to Article 3;

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(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 the Province and submitted to the Ministry 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:

Schedule	Title	
Schedule "A"	Services	FS925A
Schedule "B"	Payment	FS925B
Schedule "C"	*Additional Conditions to Schedule A*	NRS787
Schedule "D"	Insurance	NRS 1-D
Schedule “E”	Safety Conditions Schedule	NRS1313
Schedule “F”	Prime Contractor Agreement	NRS1354
Schedule “G”	SAFE Certification Requirements Schedule	NRS1315
Schedule “H”	Camp Standards	NRS776
Project Map(s)		

Amending Documents

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

Interpretation

2.03 Any reference in the Contract Documents to a manual or a form means a manual or form published by or for the Province and includes every amendment of such manual or form and any manual or form published from time to time in substitution for them or replacement of such manual or form.

2.04 In the event of a conflict between the Contract Documents, the terms of this Document supersede all other Documents. In the event of a conflict between alike Contract Documents of different dates, the Document of later date prevails.

ARTICLE 3 TERM OF CONTRACT AND COMMENCEMENT OF WORK

3.01 The Term of this Agreement is from July 17 2019 to December 15, 2019 inclusive, and work shall proceed in accordance with the Work Progress Plan.

3.02 The Contractor shall not conduct any Work until the Province notifies the Contractor to commence work.

3.03 The Contractor shall commence Work within 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.

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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 the Province, 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 the Province, the Contractor shall furnish Performance Security in the amount specified by and in a form and manner acceptable to the Province as security for the faithful performance by the Contractor of all Work.

4.02 The Province 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 the Province, 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, the Province may, in addition to terminating the Agreement and claiming the Performance Security, pursue any other remedies available to it under this Agreement or the laws of the Province of British Columbia.

4.04 Should the Parties agree to renew this Agreement for a further term, the Province shall calculate the Contract Performance Security for the renewed term as follows:

(a) where the Tender documents specified the Contract Performance Security as a fixed dollar amount, the amount shall remain unaltered unless the contract value for the renewed term varies by more than 10% of that of the preceding term, in which case the security requirement shall be varied up or down by the same percentage.

(b) where the Tender documents specified the Contract Performance Security as a percentage of the total contract value, the amount for the renewed term shall be determined by multiplying that percentage on the renewed contract value, except that where this amount is between 90 and 110% of the preceding term's amount, the Contract Performance Security requirement shall remain unaltered.

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

ARTICLE 5 PARTY REPRESENTATIVES

Ministry Representative

5.01 The Province shall appoint a Ministry Representative who shall have full authority to act on behalf of the Province in connection with this Agreement.

5.02 Upon commencement of this Agreement, the Province shall notify the Contractor of the name of the Ministry Representative.

5.03 The Province may substitute a Ministry Representative at any time, and shall immediately notify the Contractor of the change.

5.04 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.

Contractor Representative

5.05 The Contractor shall appoint a Contractor Representative fluent in English, who shall:

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(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 Ministry 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 the Province 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 Ministry Representative.

5.08 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.

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 Ministry 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 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 Work Days to resume work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.

6.08 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 the Province, 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

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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 the Province 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 the Province nor its Ministry 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 the Province.

7.03 Neither the Province 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 the Province, and the Contractor shall not undertake claims against the Province, 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 the Province, 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 the Province from time to time.

ARTICLE 8 PROTECTION OF WORK AND PROPERTY

General

8.01 The Contractor shall protect the Province's 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 the Province 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 the Province of the suspension and circumstances;

(c) not proceed with such Work until the Province so instructs; and

(d) upon the Province's instruction to proceed with such Work, do so in accordance with the Province's instructions.

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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 the Province 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 the Province and provided to the Contractor before commencement of the Work, and provide the Province 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 Ministry Representative shall meet to attempt to deal with the condition.

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(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 the Province inspect and determine the acceptability of the Work. The request must be in writing, may take the form of an invoice, and, must be delivered to the Province by a method provided for in Section 15.06.

Inspection by the Province

11.02 The Province 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 The Province shall provide the Contractor with a copy of inspection results.

11.05 The Province 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 the Province, 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 the Province 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.

Re-Inspection

11.08 If the results of an inspection are unacceptable to the Contractor, it may, if it does so within three (3) Work Days of receiving the inspection results, request the Province re-inspect the Work.

11.09 If the Contractor requests a re-inspection of the Work, the Province shall perform the re-inspection at a time mutually agreed to by the Parties, but in any event no later than ten (10) Work Days after receiving the request.

11.10 The results of the re-inspection shall be used to determine payment and shall be final and binding.

11.11 The Contractor shall pay the Province'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.

11.12 If the Province 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, the Province shall pay the Contractor for all Work at the rates [inclusive of taxes paid or payable by the Contractor to a supplier but exclusive of any applicable Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable

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transaction and the Goods and Services Tax (GST)] and times described in Schedule B and we are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B.

12.02 Expenses, if payable, will be exclusive of GST or other applicable tax paid or payable to the extent the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

12.03 The Province 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 the Province 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 The Province shall upon acceptance of the Work within a Payment Area, promptly initiate a payment.

Holdback

12.07 The Province 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 the Province.

12.08 The Province 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, the Province shall only pay for that portion of the Work completed to the satisfaction of the Province 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 the Province remeasure the Payment Area. The request shall be delivered in writing to the Province, within three (3) Work Days of the Contractor receiving a copy of the payment calculation for the Payment Area in question.

12.12 If the Province'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, the Province’s obligation to pay the Contractor, pursuant to this Agreement, is subject to:

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(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 the Province

13.01 The Province 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 the Province 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 the Province 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 the Province 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 unforseeable 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, the Province 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 the Province'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;

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(f) require the Contractor to do no further Work until the alleged failure of compliance is dealt with according to the Province'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 the Province may have with respect to the Contractor's breach of this Agreement.

13.06 No failure or delay on the Province'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 the Province shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay the Province's costs of the inspection.

13.09 For the purposes of imposing an Assessment, the Province need not notify the Contractor before imposing an Assessment.

13.10 If the Province 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 the Province that there has been a failure to comply, the Contractor shall comply with any and all of the requirements imposed by the Province, but the Contractor shall have the right to seek compensation from the Province 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 Ministry 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 The Province shall, within twenty (20) Work Days of receipt by the Ministry Representative of the written particulars, give the Contractor a decision, in writing, of one of the following:

(a) that the Province accepts the position of the Contractor; or

(b) that the Province rejects the position of the Contractor.

14.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the Agreement.

14.05 If the Province 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*.

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14.06 If the matter in dispute is not resolved promptly pursuant to Section 14.01, the Ministry 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 the Province, 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 the Province, but the Contractor is not subject to the control of the Province in respect of the manner in which instructions are carried out.

15.04 The Contractor shall not purport to commit the Province 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 the Province. 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.

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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 Ministry Representative, remove any person it employs for purposes of the Agreement who, in the reasonable opinion of the Province, 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 the Province and all rights and remedies of the Province, 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 the Province, 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 the Province.

15.13 The Province exclusively owns all property rights in the Material that are not intellectual property rights. Any equipment property the Province may provide to the Contractor or a Subcontractor is the Province'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 The Province exclusively owns all intellectual property rights, including copyright in:

(a) Received Material the Contractor receives from the Province, and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waives in the Province'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 the Province 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 the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

(b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 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 the Province, 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 the Province or other contractors.

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15.18 Upon the Contractor vacating any Occupied Area, the Ministry 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 Ministry Representative determines the Contractor left the Occupied Area in an unacceptable condition, the Province 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 Ministry 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 the Province 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 the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the Financial Administration Act, any of the Province's obligations under this Agreement.

Representations and Warranties

15.24 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province,:

(a) all information, statements, documents and reports furnished or submitted by it to the Province 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.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	**SIGNED AND DELIVERED** by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Authorized Ministry /Expense Authority)	(Contractor or Authorized Signatory)

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Printed Name	Printed Name
Dated this _____ day of _____, 20___	Dated this _____ day of _____, 20___

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OPERATIONAL SERVICES CONTRACT

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Ministry of
Forests, Lands and
Natural Resource Operations

Schedule A
Silviculture Surveys

ile: 10005-20/ GS20FSJ0007

Attachment to the Agreement with Full legal name of Contractor for SSS Silviculture Surveys in the Peace Natural Resource District

ARTICLE 1 DEFINITIONS

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

(a) "**Accredited Silvicultural Surveyor**" means a person who is registered with the Ministry of Forests, Lands and Natural Resource Operations, Forest Practices Branch as an Accredited Silvicultural Surveyor.

(b) "**Crew**" means one person, or two or more persons working with each other in the same Opening.

(c) "**Crop Tree Standards**" means, in the absence of Stocking Standards, regional or district guidelines which define acceptable crop tree characteristics.

(d) "**Deliverables**" means all field data forms, summary forms, reports, plans, assessments, maps or other forms and digital files which the Contractor is required to complete under this Agreement.

(e) "**Forest Stewardship Plan**" means a plan as set out in the *Forest and Range Practices Act.*

(f) "**CENGEA**" means the CENGEA Forest Resources Information Management System utilized by the Province to manage forest-related information, including all revisions, updates, and upgrades to CENGEA.

(g) "**Multi-Storey Stand**" means a stand being managed for single tree selection, where the crown closure of the trees in layer 1 and 2 is greater than or equal to 6% and where layers 3 and/or 4 are present.

(h) "**Opening**" means a Work Area identified by an Opening number.

(i) "**Project Map** or **Treatment Map**" means a map produced by the Contractor according to the specifications in this Agreement.

(j) "**Prescription**" means, as the context requires, a silviculture prescription, pre-harvest silviculture prescription, stand management prescription, or backlog silviculture prescription, specifying Stocking Standards, signed and sealed by a Qualified Forest Professional and approved by a licensee and a district manager, or a site plan specifying approved Stocking Standards, signed and sealed by a Qualified Forest Professional.

(k) "**Qualified Forest Professional**" means a person registered and in good standing with the Association of BC Forest Professionals (ABCFP), having the required scope of practice, education, knowledge, expertise, and experience to practice the specific aspects of professional forestry set out in this Agreement.

(l) "**RESULTS (Reporting Silviculture Updates and Land status Tracking System)**" means the application that tracks silviculture information by managing the submission of Openings, Disturbances, Silviculture activities and obligation declarations as set out in the Forest and Range Practices legislation.

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(m) "**Silviculture Survey Procedures Manual**" means the manual developed and produced by the Province as a reference for methodology, data collection, and compilation for silviculture surveys, as amended from time to time.

(n) "**Silviculture Treatment Recommendation**" means a logical, biologically-sound, cost-effective recommendation, based on survey results and anticipated stand development, which specifies what if any, future Surveys and/or treatments are required for a Stratum, and which also specifies the year and season during which any such Survey and/or treatment should take place.

(o) "**Stratification Criteria**" means the criteria set out in this Agreement, the *Silviculture Survey Procedures Manual*, and as specified by the Province.

(p) "**Stocking Standards**" means the site-specific legal requirements that are stated in the approved Prescription, and any applicable standards to a silviculture Survey contained in an approved "Forest Development Plan" or "Forest Stewardship Plan".

(q) "**Stratum**" means a Survey area for which the boundaries are determined by the Stratification Criteria specified in the Agreement for the type of Survey referenced.

(r) "**Survey**" means, as the context requires, a stocking, plantability, free-growing, reconnaissance or visual survey as those surveys are set out in the *Silviculture Survey Procedures Manual* and includes the collection and analysis of field data, and provision to the Province of all forms, maps, reports and Silviculture Treatment Recommendations required by this Agreement.

(s) **"Standards Unit"** means one or more parts of the cutblock for which part or parts there is only one of each of the following: soil disturbance limits, regeneration date, Stocking Standard, free-growing date, free-growing height for each species that contribute to establishing a free-growing stand on the cutblock.

1.02 If any of the words in the Agreement are used in this Schedule, they have the same meaning in this document unless the context dictates otherwise.

ARTICLE 2 KEY PERSONNEL

2.01 The following are Key Personnel who will fill the following roles:

Role or Function	Name of Person / Phone # / eMail Address	Qualifications - Professional / Technical Designation and/or Experience
Project Supervisor	Insert required information	Successful management of a similarly sized and complex project*, Accredited Silviculture Surveyor*, minimum five (5) years completing silviculture surveys in the Province of British Columbia in the last six (6) years*
Crew Leader	Insert required information	Accredited Silviculture Surveyor*, minimum three (3) years completing silviculture surveys in the Province of British Columbia in the last four (4) years*
Qualified Forest Professional - sign & seal Survey reports	Insert required information	Qualified Forest Professional, at least three (3) years in the past four (4) years completing silviculture survey reports in the Province of British Columbia*****
Qualified Forest Professional - sign & seal regeneration or free growing declarations	Insert required information	Qualified Forest Professional, at least three (3) years in the past four (4) years completing declarations in the Province of British Columbia*****

*** indicates minimum mandatory requirement**

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2.02 The Contractor shall ensure that:

(a) all personnel have familiarized themselves with those available silviculture treatment options that the Province considers feasible for the Work Area;

(b) each Crew engaged in the execution of the Work includes at least one Crew Leader;

(c) at least 25% of the silviculture surveyors are Accredited Silviculture Surveyors;

(d) all Surveys are signed and sealed by a Qualified Forest Professional to confirm that the Work has been completed in accordance with the methodologies set out in the *Silviculture Survey Procedures Manual*, the standards set out in the Prescription, and conditions in this Agreement;

(e) All regeneration and/or free growing declarations are signed and sealed by a Qualified Forest Professional to confirm the Standard Unit(s) has achieved the prescribed requirements.

2.03 The Contractor will provide a sufficient number of persons with minimum mandatory professional or technical designation to fulfill the roles of Key Personnel to complete the obligations of this Agreement.

2.04 Addition, replacement, or exchange of Key Personnel listed above must be pre-approved by the Province. Notice of changes to Key Personnel must be provided to the Ministry Representative in writing, and, upon approval by the Province, shall form part of this Agreement.

2.05 In the event that Key Personnel require replacement, the Contractor will be provided with the opportunity to replace the individual(s) within a timeframe acceptable to the Province. This timeframe will be provided in writing.

2.06 The Ministry Representative(s) will be Susie Anderson, Stewardship Specialist

2.07 The Contractor Representative will be enter name and position

ARTICLE 3 INFORMATION AND MATERIALS FURNISHED BY THE PROVINCE

3.01 The Province shall make available to the Contractor, as required and where available, the following resources, material, or property (the "Property") at no cost to the Contractor for the duration of the Agreement:

- Prescriptions and associated amendment documents and maps applicable to the Work Area;
- RESULTS access to facilitate data entry and RESULTS Information Submission Specification (RISS);
- Access to files (or the Stocking Standard Reference guide) containing Stocking Standards for all blocks and Standards Units and /or stratums applicable to the Work Area;
- Forest cover maps and/or overview location map(s) showing block location(s).

3.02 The Province retains ownership of the Property and hereby grants to the Contractor non-exclusive, non-transferable access to use the Property for the sole purpose of completing the Works required under this Agreement. The Contractor shall be solely responsible for any loss or damage to the Property and any costs required to repair or replace the Property to the satisfaction of the Province, excepting always loss or damage attributable to reasonable wear and tear.

3.03 The Contractor shall, at its own expense, return the Property to the Province immediately following the completion or termination of this Agreement.

Access

3.04 The Province is not responsible for the quality or type of access to any Work Area within this Contract. The Province is not liable for any access costs incurred by the Contractor.

ARTICLE 4 WORK PROGRESS PLAN AND MEETINGS

Work Progress Plan

4.01 A Work Progress Plan shall be developed prior to the commencement of the Work, outlining the scope, timing, location and other requirements of the Work. The Work Progress Plan will provide for the orderly completion of the Work, and may be replaced and/or revised as planning evolves and conditions and priorities change.

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4.02 Where the Ministry Representative requests the Contractor submit, as part of the Work Progress Plan, a map detailing the Contractor's proposed Survey design for any Opening, the Contractor shall have two (2) Work Days within which to comply with such requests, and the field work may not commence on the specified Opening until the Ministry Representative gives written approval of the design.

Scheduled Meetings

4.03 A schedule for meetings between the Contractor and the Ministry Representative will be set out in the Work Progress Plan. Meetings may include topics such as work progress, production rates, quality of work, accomplishment of milestones, Deliverables due, issues discovered during field work, schedule for remaining work, and any other discussion items related to the effective and satisfactory completion of the Work.

4.04 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.

4.05 Documentation of each meeting, including but not limited to meeting date, time, location, attendees, content of meeting, and outcomes of discussions will be kept by the Province. A copy of the documentation will be provided to each Party.

ARTICLE 5 STANDARDS OF PERFORMANCE ALL SURVEYS

General

5.01 Satisfactory completion of the Works will be measured against the standards set forth in the attached schedules and the completion dates for Work set forth in the Work Progress Plan.

5.02 Unless otherwise specified, the Contractor shall conduct Surveys, develop Silviculture Treatment Recommendations, and complete reports in accordance with and to the standards set out in the following documents, as amended from time to time;

- the approved Prescription for the Opening;
- *Silviculture Survey Procedures Manual* - 2018, located at **https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-surveys/silviculture_surveys_procedures_manual_2018.pdf**
- Establishment *to Free Growing Guidebook* – Version 2.3 May 2000/October 2007, located at **https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/stocking-standards/efgg/efg-pg-print.pdf**
- FS 660 Silviculture Reference Card – 2017, located at **https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-surveys/fs660_silviculturereference_2017.pdf**
- Site Index by *Ecological Classification Estimates/ Approximations* located at **https://www2.gov.bc.ca/gov/content/environment/plants-animals-ecosystems/ecosystems/sibec**

5.03 The Contractor represents and warrants that they are familiar with and understand the following documents, as amended from time to time. In relation to the Works required under this Agreement, relevant documents include, but are not limited to:

- *Forest and Range Practices Act* and corresponding Regulations;
- *Forest Cover Stratification and Milestone Declaration V1.4,* August 14, 2007, located at **https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-surveys/forest_cover_stratification_and_milestone_declarations.pdf**
- *Silviculture Prescription Data Collection Field Handbook*, Land Management Handbook 47, 2000 – located at **http://www.for.gov.bc.ca/hfd/pubs/Docs/Lmh/Lmh47.htm**

5.04 Where the Contractor determines a Prescription is not suitable for an Opening, the Contractor shall provide recommendations for changes with rationale and map(s) where applicable to the Ministry Representative.

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5.05 Contract schedules attached to the Operational and General Services contract may reference further documents not outlined above that are relevant to the performance of the Work under this Agreement.

Identification of Strata

5.06 Unless otherwise specified in this Schedule, the Contractor will stratify the Work Area(s) as set out in the Preliminary Stratification and Field Stratification sections of the *Silviculture Survey Procedures Manual*.

5.07 Minimum Stratum size will be as set out in the approved FSP. Where no minimum Stratum size is specified within an approved FSP, the minimum Stratum size will be as set out in the *Forest Cover Stratification and Milestone Declaration V1.4*.

Required Documentation

5.08 Where the Province provides the Contractor with sample templates for Work submissions, the sample will be the minimum acceptable standard for the Deliverables produced by the Contractor.

5.09 Where the Contractor collects, summarizes, or represents Survey 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.

Marking Lines and Plots

5.10 To assist the Ministry Representative in locating the plot centres, the Contractor shall:

(a) mark the Point of Commencement (P.O.C.) with flagging tape on which the Contractor shall write, in waterproof ink:

- the P.O.C. number (as appropriate);
- the date of Survey;
- the licence, cutting permit, and block numbers, or Opening number;
- the type of Survey conducted; and
- the direction and distance to the first plot.

(b) mark the baseline (if established) and all strip lines with flagging tape on which the Contractor shall write the baseline and stripline number (as appropriate) in waterproof ink. Where handheld global positioning system (GPS) units are used to determine Universal Transverse Mercator (UTM) coordinates of plot centre locations, marking of baseline(s) and stip line(s) is not required.

(c) if plots are established, mark the plot centres by affixing flagging tape to the ground and at a height of approximately 1.3 meters above each plot centre, on which the Contractor shall write in waterproof ink:

- the plot number and strip line (if applicable);
- the surveyor's initials; and
- the bearing and distance to next plot.

Damage and Condition (Forest Health) Assessment

5.11 For each Stratum, the Contractor shall examine the general health status within the Stratum, and record:

(a) the type of pest, disease, or damage present;

(b) the type of pest, disease, or damage; the severity of damage and the percent of total trees; percentage of total conifers and percent of the host trees affected including the percentage of the area of the Stratum affected;

(c) the type of pest, disease, or damage present by means of the "Standard Pest Identification Codes" specified on the "Damage Agent and Condition Code" reference form (FS 747);

(d) the pest, disease, or damage information in the appropriate column of the field data forms; and

(e) a summary of the pest, disease, and damage information in the Silviculture Treatment Recommendations and summary section of the FS659.

Brush Hazard Assessment

5.12 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the general status of the brush hazard within the Stratum, including:

(a) the estimated percentage of brush cover;

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(b) average brush height in centimetres;

(c) current brush severity using the following codes:

HIGH – brush currently is, and will continue to:

- significantly impact crop tree vigour, as evidenced by crop tree mortality, poor crop tree growth, and/or unacceptable crop tree form; or
- prevent the Stratum from achieving the free-growing Stocking Standards and requirements.

MED – brush is moderately impacting, or will increasingly affect:

- crop tree vigour, as evidenced by decreasing crop tree growth, or decreasing crop tree to brush height ratio; or,
- the Stratum's ability to achieve the free-growing Stocking Standards and requirements in the future;

LOW – brush is having little impact on crop tree vigour, is not likely to cause future impacts and is unlikely to prevent the Stratum from achieving free-growing Stocking Standards and requirements.

NIL no brush hazard present.

(d) current brush distribution:

CONTINUOUS - brush covers large portions of the Stratum
PATCHY– brush covers small patches within the Stratum
SCATTERED – brush is randomly distributed in small clumps or individual plants

(e) the estimated incremental growth of competing vegetation, based on site productivity.

Photography

5.13 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall provide to the Province at least one (1) colour digital photograph showing representative portions and overview of each Stratum of each Opening. Additionally, the Contractor shall provide to the Province at least one (1) colour digital photograph showing a respresentative well-spaced crop tree for each Stratum of each Opening.

5.14 Notwithstanding other remedies available to it, where the Contractor fails to produce suitable photograph(s), the Province reserves the right to charge an assessment against payment equal to the estimated cost of obtaining such photograph(s).

Forest Cover Inventory Label and Silviculture Label

5.15 The Contractor shall, complete and submit a forest cover inventory label" and "silviculture label for each Stratum resulting from the Survey, as specified in the *Silviculture Survey Procedures Manual* and the *RESULTS Information Submission Specifications – Form and Manner of Reporting - Licensee Submissions (Edition 3a)* located at **http://www.for.gov.bc.ca/his/results/RISS_ls_3a_ed_Oct1.pdf**, via the approved information management system as directed by the Ministry Representative.

Project and Treatment Maps

5.16 The Contractor shall:

(a) prepare a Project Map to the following specifications for each Opening surveyed;

(b) prepare a Treatment Map to the following specifications for each Opening surveyed where future treatments are recommended based on the Survey results;

(c) unless otherwise specified in this Schedule draft the Project and Treatment Maps at a scale of 1:10,000 on legal-sized paper;

(d) ensure Project and Treatment Maps detail the following:

(i) date of Survey;

(ii) Opening number;

(iii) licence, cutting permit, and block numbers;

(iv) unique block identifier (UBI) number;

(v) scale;

(vi) legend identifying line types and symbols used on the map;

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(vii) Opening boundary;

(viii) roads and landings;

(ix) creeks and streams;

(x) identification of each Stratum;

(xi) identification of each Standards Unit ;

(xii) aerial photograph tie points (if applicable);

(xiii) access notes;

(xiv) forest cover inventory label and silviculture label (including well-spaced and free growing trees per hectare) for each Stratum;

(xv) types outside the Opening boundary;

(xvi) North arrow; and

(xvii) draught person's name and date of draughting.

(e) ensure all Project and Treatment Maps submitted to the Province are originals, not photocopies;

(f) ensure that, in addition to the requirements as outlined in 5.16 (d) of this Schedule, Project Maps also detail the following:

(i) point of commencement (P.O.C);

(ii) Survey lines with numbers and direction travelled;

(iii) identification of each ecosystem site series;

(iv) Opening and Stratum areas;

(v) photograph ground point location and direction of image; and

(vi) type of Survey;

Allowable Errors in Measurement

5.17 The Contractor shall record Survey information accurately within the following allowable errors:

Item	Allowable Error
(a) P.O.C.	± 10 metres
(b) All bearings	± 2 degrees
(c) All plot centres and tie points	± 2% of horizontal distance (HD)
(d) Plot radius	± 1% of HD
(e) Closed traverse	± 1% error of closure
(f) Estimated tree heights:	
• under 2 metres	± 10 centimetres
• 2 metres to 10 metres	± 10 %
• greater than 10 metres	± 20%
(g) Measured tree heights	± 5%
(h) Estimated tree diameters	± 20% (rounded to the nearest whole cm)
(i) Estimated stand age	± 20%
(j) Site index	± 3 metres (for Growth Intercept Method)
(k) Stratum area in hectares	± 10%
(l) Number of well-spaced trees, free growing trees	± 10%
(m) Number of plantable spots, preparable spots	± 10%
(n) Number of total trees, total conifers, or countable conifers	± 20%
(o) Forest health factors	± 10% absolute difference of incidence (e.g. 2% vs 12% of incidence)

ARTICLE 6 STANDARDS OF PERFORMANCE FOR SAMPLE PLOT SURVEYS - STOCKING, FREE GROWING AND PLANTABILITY SURVEYS

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6.01 The following additional standards of performance shall apply where the Work requires the Contractor to conduct a sample plot Survey for stocking, free growing, or plantability.

Objectives

6.02 The objective of plot Surveys are:

(a) to determine the stocking and/or free growing levels existing within each Opening;

(b) to determine the number of plantable spots that exist within each Opening;

(c) to quantify stocking, free growing, and/or plantability levels for each Stratum within the Opening to accepted statistical requirements;

(d) to identify limiting factors that may prevent maintenance of appropriate stocking levels or achievement of required free-growing stocking levels;

(e) to delineate areas where further treatments may be necessary; and

(f) to recommend treatments necessary to maintain or achieve appropriate stocking and/or free growing levels.

Sampling Specifications

6.03 The Contractor shall establish circular sample plots which have a radius of 3.99 metres (0.005 hectares), unless otherwise specified in writing by the Ministry Representative.

6.04 The Contractor shall establish sample plots throughout the Work Area in a manner that will ensure complete and uniform coverage of all Strata identified. Plot lines shall be laid out to run at right angles to contours and other features (for example: ridges and roads). The Ministry Representative will identify the pattern of sample plot location appropriate for each Opening (grid lines, vector lines, or representative samples). Standard offset of pre-established plot location for sample plots landing entirely on roads, landings, or naturally non-productive sites shall be moved at ten (10) meter increments until a productive plot is encountered.

6.05 For Surveys with even-aged Stocking Standards, the Contractor shall establish in each Stratum sample plots at a sampling intensity that will accurately represent each identified Stratum and will provide for statistical analysis to determine the stocking or free growing status in accordance with the methodology set out in the Statistics section of the *Silviculture Survey Procedures Manual*.

6.06 For Surveys with uneven-aged or multi-storey Stocking Standards, or for plantability Surveys, the Contractor shall establish the greater of one (1) plot per hectare or five (5) plots in each Stratum.

Field Data Forms

6.07 The Contractor shall record Survey information on the appropriate “Silviculture Survey” and “Silviculture Survey Plot” forms (FS657 and FS658). Where Survey data or results are summarized or represented using computerized or other electronic means, the display, content, and format of the information must substantially duplicate the corresponding Ministry forms (specifically the FS657, FS658, and FS659) and its respective procedural requirements, once approved by the Ministry Representative.

Crop Tree Acceptability Criteria

6.08 All coniferous and deciduous trees will be tallied in the total tree count, including germinants. If initial tally exceeds 35 per 3.99 meter plot radius plot, this count can be an estimate. Total conifer count will be tallied for all conifers including germinants.

6.09 Trees of preferred and acceptable species are eligible for selection as well-spaced crop trees if they are greater than ten (10) centimetres in height.

6.10 Where the Stocking Standards do not indicate a minimum inter-tree distance, the Contractor will use a minimum inter-tree distance of two (2) meters.

Brush Hazard Assessment

6.11 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the status of brush species within the Stratum:

(a) for plots in each Stratum with a **HIGH** brush severity code, record on the field cards, the species, percent cover, and height of competing vegetation at each plot within that Stratum;

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(b) for plots in each Stratum with a **MED**, **LOW**, or **NIL** brush severity code, record on the field cards, at the first and every fourth sample plot thereafter, the species, percent cover, and height of competing vegetation;

(c) a summary of the brush hazard assessment information in the Survey Summary section of the appropriate form.

Site Index Methodology

6.12 Site Index must be collected using the decision key '*Selecting a Method to Estimate Site Index',* set out in the FS660 Silviculture Survey Reference card, unless otherwise specified by the Ministry Representative. The Growth Intercept method must be used wherever it is suitable.

Plantability Data

6.13 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall record the number of plantable spots and preparable spots as described in the *Silviculture Survey Procedures Manual*.

Survey Summary Forms and Silviculture Treatment Recommendations

6.14 The Contractor shall complete a "Silviculture Survey Summary" form (FS659), or computerized summary acceptable to the Ministry Representative, for each Stratum that summarizes all information recorded on the field survey forms and to specify Silviculture Treatment Recommendations for the Stratum.

Project Maps

6.15 In addition to the requirements outlined in 5.16 of this Schedule, the Contractor shall detail the plot centers on all Project Maps numbered at least every fifth plot and coded as follows:

WELL SPACED TREES	CODE	COLOR
Below MSS (NSR)	O (Circle)	Red
At or above MSS (SR)	Δ (Triangle)	Green
FG Plot	□ (Square)	Blue

Deliverables

6.16 By the deadlines identified in the Work Progress Plan, the Contractor shall deliver to the Province all Deliverables set out in the Agreement.

6.17 The Contractor shall prepare, in accordance with the requirements set out in the Agreement, and provide to the Province for each Opening the following:

Stocking, Free Growing, and Plantability Survey List of Deliverables	# of Originals	Digital Deliverable Format
1. All original field data and summary forms	1	Not applicable
2. Project Map	1	.pdf
3. Treatment Map where future treatments are recommended	1	.pdf
4. Survey Report, signed and sealed by Qualified Forest Professional	1	.pdf
5. Colour photograph for each Stratum	1	.jpg (may be incorporated into report)
6. Recommendations for amendment to Prescriptions, as applicable, with rationale and map(s)	1	.pdf
7. Digital Survey attribute data uploaded into RESULTS	1	xml. gml
8. Digital spatial information for strata and treatment areas uploaded into RESULTS	1	xml. gml
9. Where not satisfactorily restocked (NSR) or critical non-free growing areas are identified within an Opening, a field map and statistics for the Opening within ten (10)	1	pdf

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Work Days of completion of a Survey		
10. Where a Standards Unit has reached regeneration or free growing standards, a declaration letter signed by a Qualified Forest Professional.	1	.pdf

ARTICLE 7 INSPECTION AND ACCEPTANCE

In addition to Article 11 and Article 13 of the Operational Services Contract, the following is applicable.

Contractor Request for Inspection and Acceptance

7.01 The Contractor shall provide to the Province, at the time the Contractor submits the request to the Province to inspect and accept the Work within a completed Payment Area, copies of the completed Deliverables as specified in this Agreement.

Method of Inspection

7.02 If the Deliverables are satisfactory, the Province shall conduct a reconnaissance of the Payment Area to carry out a preliminary assessment of the quality of the Work.

7.03 If, after any reconnaissance, the Province decides, in its discretion, to conduct field inspections of the corresponding Payment Area, it shall inspect 10% or more of the Payment Area to determine compliance with the terms and conditions of this Agreement.

7.04 The Province will provide the Contractor with a copy of the inspection of the Deliverables and the preliminary assessment, and/or field inspection within ten (10) working days of the date of the inspection so that the Contractor is notified in a timely manner as to:

(a) whether to proceed to the next activity or phase of Work; and/or

(b) any deficiencies or non-compliance with the Agreement.

Field Inspection

7.05 The Province shall conduct field inspections for all Surveys by checking, at its discretion, the results of all plots and lines established by the Contractor on a portion of the Payment Area or by establishing an independent survey of some of the Strata within the Payment Area.

7.06 Where the Province checks the results of actual plots established by the Contractor in an Opening, it shall inspect the greater of ten (10) plots established or 10% of plots established, and the Province shall assess and compare the data it obtains with that collected by the Contractor for the same plots and, at a minimum, the following Survey results:

(a) well-spaced trees by species;

(b) free-growing trees;

(c) plantable spots, preparable spots;

(d) total trees;

(e) brush hazard; and

(f) forest health factors.

In addition, the Province may assess other Survey information for allowable error tolerances listed in Clause 5.17 of this Schedule.

7.07 Where the Province conducts an independent survey, it shall survey 10% or more of the strata within the Payment Area, and for each Stratum sampled by this survey, the Province shall compare (at the 95% confidence level) the Contractor's and the Province's estimates of the number of well-spaced trees and free-growing trees.

Provision of Field Maps

7.08 The Province may request that the Contractor provide it with copies of Survey cards and field maps for any Stratum surveyed, and the Contractor shall supply the copies within a reasonable time period as agreed to by the Ministry Representative.

7.09 For the purpose of this request, a field map shall include, Standards Unit boundaries, stratification lines, point of commencement, Survey lines and if applicable, plot location.

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ARTICLE 8 TABLE OF ASSESSMENTS

8.01 As per 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 an 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 a Notice to the Contractor for any re-work.	$500 per day
Failure to replace Key Personnel within required timeframe.	$200 per day
Failure to attend a scheduled meeting.	$100 per meeting
Failure of a submitted Survey import file to upload.	$200 per file

ARTICLE 9 PAYMENT

Basic Payment

9.01 Payment for each Payment Area shall be based on the rates set out in Schedule 'B'.

Payment Reductions

9.02 The Province may deduct from any payment the amount of any charges it assesses against the Contractor pursuant to Article 10.00 of this Schedule.

Approval of Payment

9.03 The Province shall approve payment for any Payment Area where the Contractor has, in the sole opinion of the Province, satisfactorily completed and submitted all Deliverables and Silviculture Treatment Recommendations required for the Payment Area. The Province may approve partial payment for achievement of specified milestones as set out in the Work Progress Plan.

ARTICLE 10 NON-COMPLIANCE AND TERMINATION

Unsatisfactory Work Quality

10.01 For the purpose of Clause 12.02 of this Schedule, unsatisfactory work quality means instances where:

(a) the Contractor makes errors in measurement that exceed the allowable errors specified in this Schedule;

(b) the Contractor fails to stratify an Opening according to the Stratification Criteria;

(c) the Contractor incorrectly identifies the biogeoclimatic zone, sub-zone, site series (ecosystem association) for a Stratum;

(d) the Contractor incorrectly identifies preferred or acceptable tree species as permitted under the Stocking Standards for the Stratum;

(e) the Contractor incorrectly identifies the order of the leading species and secondary species in the inventory label for a Stratum;

(f) the Contractor incorrectly identifies the stocking status for a Stratum [e.g., a satisfactorily restocked (SR) Stratum identified as not satisfactorily restocked (NSR)];

(i) the Province conducts an independent survey within a Stratum and determines that (at the 95% confidence level) the Contractor's and the Province's estimates of the number of well-spaced or free-growing trees are drawn from different populations;

(j) the Contractor fails to report a brush hazard that will, in the opinion of the Province, prevent the stand from attaining a free growing condition within the time specified in the standards;

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(k) the Contractor fails to report any pest, pest damage, disease, disease damage or other physical damage which is present in the Opening; or,

(l) the Contractor submits Deliverables that are illegible, incomplete, contains errors or omissions, or that are false.

10.02 In addition to the remedies specified in the Operational Services Contract, if the Contractor's Work quality is unsatisfactory:

(a) the Province shall promptly notify the Contractor, and

(b) the notice shall:

(i) specify the fault, give the Contractor a deadline for compliance, and specify if the Province wishes to exercise its option to require the Contractor to rework the unsatisfactory Payment Area; or,

(ii) specify the fault, indicate that the Province will exercise its option to correct the unsatisfactory work, and deduct from payment all direct and indirect costs incurred by the Province for correcting the unsatisfactory work.

10.03 If the Contractor fails to comply by the specified deadline for compliance, or if any inspection of further Work indicates that Work is again unsatisfactory, the Province may terminate this Agreement forthwith.

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Ministry of
Forests, Lands and
Natural Resource Operations

Schedule B
Silviculture Surveys

File: 10005-20/ GS20FSJ0007

Attachment to the Agreement with Full legal name of Contractor for SSS Silviculture Surveys in the Peace Natural Resource District

ARTICLE 1: CONTRACT PRICE

Work Unit Specifications and Prices

1.01

Work Unit	Opening Number	Estimated Area (ha)	Type of Survey Required	Estimated Number of Plots	Minimum Plots Per Stratum	Unit Bid Price for Opening $/Plot	Total Estimated Price Per Opening	
1	93P040 052/1704339	20.1	REGN	5	5			$0.00
2	93P063 056/1704321	11.6	REGN	5	5			$0.00
3	93P063 059/1704322	21.0	REGN	5	5			$0.00
4	93P063 053/1704324	21.2	REGN	5	5			$0.00
5	93O059 088/1704326	16.8	REGN	5	5			$0.00
6	93O070 052/1704327	6.5	REGN	5	5			$0.00
7	93P061 058/1704328	7.8	REGN	5	5			$0.00
8	93P071 057/1704329	16.7	REGN	5	5			$0.00
9	93P071 058/1432288	4.0	REGN	5	5			$0.00
10	93P083 041/1704330	13.4	REGN	5	5			$0.00
11	93P083 056/1704331	7.2	REGN	5	5			$0.00
12	93P083 055/1704332	16.4	REGN	5	5			$0.00
13	93P083 061/1704333	29.7	MULTI	5	5			$0.00
14	93P093 060/1704334	31.7	REGN	5	5			$0.00
15	94A003 073/1704335	9.4	REGN	5	5			$0.00
16	94A003 068/1704336	9.6	REGN	5	5			$0.00
17	94A093 040/1704337	27.6	REGN	5	5			$0.00
18	94A072 040/1704359	18.6	REGN	5	5			$0.00
19	94A062 092/1704360	12.1	REGN	5	5			$0.00
20	94A062 081/1704361	13.0	REGN	5	5			$0.00
21	94A062 078/1704362	16.0	REGN	5	5			$0.00
22	94A063 073/17044363	8.8	REGN	5	5			$0.00
23	94A053 055/1363751	4.0	REGN	5	5			$0.00
24	94A063 084/1704364	7.6	REGN	5	5			$0.00
25	94A053 056/1364991	5.0	REGN	5	5			$0.00
26	94A071 050/1364251	4.2	REGN	5	5			$0.00
27	93P066 053/1717902	27.2	REGN	5	5			$0.00
28	93P061 080/1717903	9.8	REGN	5	5			$0.00
29	93P071 076/ 1717905	9.7	REGN	5	5			$0.00
30	93P071 074/1717904	13.7	REGN	5	5			$0.00
31	93P062 018/1717906	18.6	REGN	5	5			$0.00
32	94A083 062/1717439	4.6	REGN	5	5			$0.00

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33	93P029 034/1717938	26.8	MULTI	5	5			$0.00
Estimated total ha.		**470.0**	**Estimated Total Plots**	**0**	**Estimated Total Price**			**$0.00**

470

Survey Type Codes

1.02

Survey Type	Survey Type Code
Plantability	PLANT
Stocking	REGN
Multi-Storey	MULTI
Free Growing	FREE
Pre-Stand Tending	SPAC

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Natural Resource Ministries

Schedule D – Insurance

File: 10005-20/GS20FSJ0007

Attachment to the Agreement with Full legal Name of Contractor for SSS Silviculture Surveys in the Peace Natural Resource District

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 12 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Where a warranty period is required by the Province under this Agreement, the Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.
4. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
5. Notwithstanding Paragraph 6, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
8. Failure to provide the required insurance documentation shall result in termination of this Agreement.
9. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 12.
11. Unless stated otherwise under any subsection of Paragraph 12, where the Province is to be added as an Additional Insured or otherwise to be identified on the policy, it shall be written as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the

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Minister of Forests, Lands, Natural Resource Operations and Rural Development and any of its employees, servants or agents".

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

a) **Commercial General Liability**

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

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

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

and where such further risk exists:

x) Forest Fire Fighting Expense Coverage in the amount of:
☒ $1 million

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

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

b) **Automobile Liability**

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

c) **Professional Errors and Omissions Liability**

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

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Natural Resource Ministries

Schedule E
Safety Conditions

File: 10005-20/GS20FSJ0007

Attachment to the Agreement with Full Legal name of Contractor for SSS Silviculture Surveys in the Peace Natural Resource District.

Terms such as “employer”, “supervisor”, “multiple employer workplace”, “owner”, “prime contractor”, and “worker” have the meanings given those terms under the *Workers’ Compensation Act* (*WC Act*) and its regulation.

ARTICLE 1 OTHER SAFETY CONSIDERATIONS

Notice of Project

1.01 Where a Notice of Project is required as set out in the *WC Act* and its regulations, the Contractor, unless otherwise notified in writing by the Province or the Prime Contractor, must submit the Notice of Project in a format acceptable to WorkSafe BC.

1.02 Where the Contractor submits the Notice of Project, a copy must be provided to the Province. Where the Province or Prime Contractor will submit the Notice of Project, the Contractor must provide, upon request, all information necessary to support the Notice of Project and the Contractor will be provided with a copy of the Notice of Project.

1.03 The Contractor will commence and conduct all operations consistently with the Notice of Project.

Reporting

1.04 The Contractor must immediately submit written notice to the Province on all matters reported to WorkSafe BC by the Contractor or the Contractor’s Subcontractors. The written notice must include all information necessary to allow the Province to adequately collect and address safety or other related incidences, and will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else's opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).

1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.

1.06 Upon the Province’s request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:

(a) an effective business process in place to:

i) remedy any workplace conditions that are hazardous to the health or safety of the employer's workers including safe work practices and procedures;

ii) ensure that the employer's workers:

A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;

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B. are made aware of their rights and duties under the *WC Act* and its regulations.

(b) established occupational health and safety policies and programs in accordance with the regulations, which includes:

i) first aid assessment and provision services and equipment;

ii) an employee monitoring system that will periodically ensure the well being of all workers working alone or in isolation;

iii) accident injury reporting and investigation;

iv) an emergency response plan and employee understanding of said plan that will ensure adequate and timely response to any emergency that can be reasonably expected to occur in relation to the Works or Services being performed;

v) evidence of training and any required certifications required under *WC Act* or its regulations;

vi) evidence of a maintenance program for all equipment and vehicles owned or operated by the Contractor or its Subcontractors commensurate with the risks associated with such equipment and vehicles;

vii) provision for the regular inspection of premises, work methods and work practices; and

viii) provision by the employer for the instruction and supervision of workers including orientation of workers in the safe performance of their work.

(c) provided and maintained in good condition protective equipment, devices, and clothing as required by the *Occupational Health and Safety Regulation* and ensure that these are used by the employer's workers;

(d) provided the employer's workers all information, instruction, training, and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace;

(e) a copy of the *WC Act* and its regulations readily available for review by the employer's workers and, at each workplace where workers of the employer are regularly employed, post and keep posted a notice advising where the copy is available for review.

ARTICLE 2 PRIME CONTRACTOR PROVISIONS

2.01 The Contractor acknowledges, agrees, and warrants that:

(a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:

(i) the Province gave notice that the Successful Bidder would be the Prime Contractor;

(ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;

(iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

(a) upon request, the Contractor must satisfy the Province that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the WC Act and its regulations; and

(b) the Province provides written acknowledgement of the Contractor’s experience and capacity to function as Prime Contractor; and

(c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or

(d) the Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.

2.03 The Province may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.

2.04 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the Ministry Representative.

ARTICLE 3 HAND FALLING

3.01 Where hand falling activity will be taking place under the Agreement and without limiting any other provision of the Agreement or the Contract Documents, the Contractor shall comply with the following safety requirements.

3.02 Hand falling means the falling of trees by any means with at least one person at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches diameter at 12 inch stump height, or as may be determined by WorkSafe BC.

3.03 The Contractor must ensure that:

(a) all hand falling is undertaken by fallers certified by BC Forest Safety Council (BCFSC) or ENFORM and are qualified for the slope and timber conditions being addressed;

(b) a qualified Falling Supervisor satisfactory to the Province is designated for all forestry related hand falling activities and for all non-forestry related hand falling activities taking place.

3.04 A Falling Supervisor will be deemed qualified where:

(a) it has satisfactorily completed the BCFSC Falling Supervisor Training course; or

(b) it is BCFSC Falling Supervisor Certified; or

(c) in the Province's sole opinion, evidence of qualifications/certifications and proficiency for the timber and slope for the Work Area and competency to discharge the expectations of a falling supervisor is satisfactory.

3.05 No hand falling operations will commence without the Province's prior satisfaction of acceptable proof of qualification/certification and of the Falling Supervisor's ability and competence.

3.06 The Contractor must, at least five Work Days prior to commencement of any hand falling operations, notify the Ministry Representative of the name of the designated Falling Supervisor or substitution thereof.

3.07 A Falling Plan must be developed with full engagement by the Falling Supervisor in collaboration with Hand Falling personnel and others responsible to discharge aspects of the falling plan.

3.08 The Contractor must ensure:

(a) no work will commence prior to all considerations of the Falling Plan being implemented as established by the designated Falling Supervisor;

(b) all hand falling operations performed occur and are supported in accordance with the Falling Plan; and

(c) upon request of the Ministry representative, provide any documents and evidence to verify adherence to the Falling Plan.

3.09 If the Contractor engages a subcontractor as its Falling Supervisor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.

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Natural Resource Ministries

Schedule F - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 10005-20/GS20FSJ0007	THIS AGREEMENT DATED FOR REFERENCE THE DAY DAY OF MONTH, 20YR.
FOR: SSS SILVICULTURE SURVEYS IN THE PEACE NATURAL RESOURCE DISTRICT	

BETWEEN:

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

Peace Natural Resource District
9000 17th Street, Dawson Creek, BC V1G 4A4

Phone Number: (250) 784-1203..... FAX Number: (250) 784-0143
E-mail Address: Susie.Anderson@gov.bc.ca

(the "Province")

AND:

Full Legal Entity Name of the Designated Prime Contractor
Physical & Mailing Address (including Postal Code)

Phone Number: (Area Code) Phone No... FAX Number: (Area Code) Fax No
Business E-mail Address: Contractor's Email Address

Coordinator: name of the person(s) coordinating prime duties (as identified by the Prime, required for Construction sites)
Business Number: Company's Business Number for taxation purposes
WorkSafe BC Number: WCB No

(the "Prime Contractor")

referred herein to as "the Parties".

WHEREAS:

A. The Province and the Prime Contractor have agreed that a Multiple Employer Workplace is anticipated and expected at the Work Location and have duly executed this Agreement.

B. The Province and the Prime Contractor have agreed that the *Workers Compensation Act (WC Act)* and its regulations allow the Province to establish Prime Contractor responsibilities.

C. The Prime Contractor agrees to be the prime contractor at the Multiple Employer Workplace for the Work or Services being performed.

D. The Prime Contractor has the required knowledge and control of the Multiple Employer Workplace to execute the responsibilities of a prime contractor as described in the *WC Act* and its regulations.

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E. The Province and the Prime Contractor have agreed that the prime contractor functions shall be carried out in accordance with this Agreement and any Contract Documents or other agreements between the Parties.

Accordingly, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

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

(a) "**Affected Parties**" means independent firms described in Article 2 that create a multiple employer workplace;

(b) "**Affected Persons**" includes the Prime Contractor and Affected Parties and their visitors to the workplace, employees, officers, directors, agents, or subcontractors entering the Multiple Employer Workplace;

(c) "**Agreement**" means this Prime Contractor Agreement between the Parties;

(d) "**Amending Document**" means an FS600 Contract Amendment form or another standard form of similar nature specified by the Province;

(e) "**Contract Documents**" means those documents described in section 3.01.

(f) "**Multiple Employer Workplace**" means a workplace where workers of two or more employers are working at the same time where the work being carried out "overlaps".

(g) "**Principal Contractor**" means a party who holds a contract for service or works with the Province and does not include any tenures or authorizations under the *Forest Act*.

(h) "**Term**" means the period of time this Agreement is in force pursuant to Article 3.

1.02 If any of the words in section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.

ARTICLE 2. AFFECTED PARTIES

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

Firm Name	Address	File#

ARTICLE 3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

3.01 The Parties entered into the agreement dated for reference the , identified as Agreement Number GS20FSJ0007 that is applicable to and forms part of this Agreement.

Amending Documents

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

ARTICLE 4. TERM OF AGREEMENT

4.01 Subject to Clause 3.02, the Term of this Agreement is from July 17, 2019 to December 15, 2019 inclusive.

4.02 Time is of the essence in this Agreement.

ARTICLE 5. PRIME CONTRACTOR RESPONSIBILITIES

5.01 The Prime Contractor shall:

(a) familiarize itself with the Multiple Employer Workplace;

(b) immediately notify the Ministry Representative should there be any circumstance arising

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which another party claims or purports to be the prime contractor at the Multiple Employer Workplace. There can be only one prime contractor on any one Multiple Employer Workplace;

(c) coordinate safety activities and ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulations* by all Affected Parties and act to protect any other workers entering the Multiple Employer Workplace;

(d) when requested, provide the following to the Ministry Representative:

i. up-to-date written information of the Prime Contractor's systems or processes related to the discharge of prime contractor duties;

ii. inspection results, safety meeting minutes, accident investigation findings for Prime Contractor's own workers and for the Affected Parties;

Coordination and Compliance

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

(a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;

(b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;

(c) conducting safety meetings with all Affected Parties and recording minutes of meetings;

(d) ensure all parties conduct ongoing Workplace inspections;

(e) ensuring all Affected Parties at the Multiple Employer Workplace are given any information necessary to identify and eliminate or control hazards and ensure the health or safety of all Affected Persons;

(f) coordination and planning of work activities with participation by all Affected Parties that will ensure work is carried out safely and that work of one employer will not create uncontrolled hazard for another;

(g) maintaining a list of individuals designated by an Affected Party as supervisor of its workers at the Multiple Employer Workplace;

(h) establishing, maintaining and communicating emergency response and evacuation procedures;

(i) providing, where needed, information to all Affected Persons about the safe use of resource roads and other access, including but not limited to the "rules of the road", other road use traffic, and road use radio frequencies;

(j) carrying out a workplace first aid assessment and ensuring first aid coverage at the Multiple Employer Workplace is adequate and appropriate and coordinated with all Affected Parties, including but not limited to emergency transportation provisions for injured workers for the number of workers present;

(k) orientation of all Affected Parties and Affected Persons, or any person, entering the Multiple Employer Workplace to the site, workplace hazards and appropriate responses;

(l) ensuring Affected Persons at the Multi Employer Workplace know their rights and responsibilities to report unsafe acts/conditions, how to refuse to perform work that is unsafe, how to seek first aid, how to report injuries;

(m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;

(n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.

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5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.

5.04 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Province, this Agreement forms the written notice of Prime Contractor.

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

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	**SIGNED AND DELIVERED** by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation)
(Authorized Ministry Contract Officer/Expense Authority) Printed Name	(Prime Contractor or Authorized Signatory) Printed Name
Dated this _____ day of _____, 20___	Dated this _____ day of _____, 20___

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Natural Resource Ministries

Schedule G
SAFE Certification Requirements

File: 10005-20/GS20FSJ0007

Attachment to the Agreement with Full legal Name of Contractor for SSS Silviculture Surveys in the Peace Natural Resource District.

1. Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:
   (a) Certified in the BC Forest Safety Council SAFE Company Program; or
   (b) Certified under another safety scheme recognized by BC Forest Safety Council,

   and that certification or endorsement is maintained in good standing while working or providing direction on the Place of Work or Work Area.

2. The Contractor may apply in writing to the Province for exemption of the requirement for certification in the SAFE Companies Program of its Subcontractors under the following situations:
   (a) where the Work or Services is not normally performed by persons working in the forest industry;
   (b) where, by requiring SAFE Company certification, the Contractor would put an undue hardship on its Subcontractors performing the work or might prevent required work from being done under the Contract.

3. The Province must provide exemption approval in writing. Where approval or conditional approval is given, the Contractor must ensure its Subcontractors comply with the terms and conditions of the approval.

4. The Contractor's and its Subcontractor's good standing in the SAFE Company Program or other recognized program will be a factor of consideration for contract extensions or renewals under an option-to-renew contract.

5. Should the Contractor or its Subcontractors no longer be in good standing in the SAFE Company Program or other recognized program at any time during the Term of the Agreement, the Contractor shall immediately advise the Province and shall submit to the Province, within five (5) days, evidence satisfactory to the Province that the Contractor or its Subcontractors are actively engaged with the BC Forest Safety Council or other applicable organization in obtaining re-certification.

   The Contractor or its Subcontractors must achieve re-certification within a reasonable period of time, and the reasonable period of time will be determined by the Province in its sole opinion.

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

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Natural Resource Ministries

SCHEDULE **H** - Camp Standards

Contract/File No.:10005-20/GS20FSJ0007

Attachment to the Agreement with Full Legal name of Contractor for SSS Silviculture Surveys in the Peace Natural Resource District.

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ARTICLE 1 DEFINITIONS

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, dwellings, 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 (the Province; forest company – licensee; or Recipient) to administer the contract on that agency's behalf.

(d) "**Food Premises**" means food premises in which food is processed, served, stored, 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 meaning 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 non-compliance 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 the Ministry Representative, an inspection indicates the Contractor has failed to comply with any standards specified in this Schedule, the Ministry Representative may, in its sole discretion, immediately impose upon the Contractor an assessment for re-inspection of two hundred and fifty dollars ($250) each time the Ministry Representative is required to re-inspect for compliance. The Ministry Representative 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, the Province 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 Forests, 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 the Ministry Representative, the Contractor must provide the location of all camps and contact information to the local Health Authority, WorkSafe BC, and the Ministry Representative 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.

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 Jobs, Tourism and Skills Training, Employment Standards Branch and from the website location: 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.

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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;

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(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 water proof 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:

(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.

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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/l40°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:

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(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.

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

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 site of the contaminated area.

6.33 Sanitary facilities must be maintained in a clean and sanitary condition.

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 the 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 metres from any lake or stream and shall not be permitted to overflow or accumulate onto the soil surface:

(a) sewage and waste water 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) waste water 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.

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