Ministry of Forests

Consulting and General Services Contract

CONTRACT./FILE NO:1070-20 / RE24FHQ081	THIS AGREEMENT DATED FOR REFERENCE THE TBD
PROJECT DESCRIPTION: REMEASUREMENTS, MAINTENANCE, PHOTOGRAPHS, AND GPS AT EP1013_659 AND 660 (NITINAT AREA)	

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the MINISTER OF FORESTS

Forest Science, Planning & Practices Branch
4th Floor, 545 Superior Street, Victoria, BC, V8V 1T7
PO Box 9513, Stn Prov Govt, Victoria, BC, V8W 9C2

Phone Number: (236) 478-3451.....FAX Number: (250) 387-1467
Ministry Representative: Dave Goldie
E-mail Address: dave.goldie@gov.bc.ca

(the "Province", "we", "us", or "our" as applicable)

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
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", "you", or "your" as applicable)

The Province wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the terms and conditions set out in this Agreement.

The Province and the Contractor agree as follows:

ARTICLE 1 DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

(a) "**Business Day**" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

(b) "**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;

(c) "**Material**" means the Produced Material and the Received Material;

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(d) "**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;

(e) "**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;

(f) "**Record**" is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;

(g) "**Services**" means the services described in Schedule A;

(h) "**Subcontractor**" means a person described in Section 16.05;

(i) "**Term**" means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and

(j) "**Unit of Measure**" has the meaning described in Schedule B.

1.02 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

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

Schedule	Title
Schedule 'A'	Services
Schedule 'B'	Contract Payment
Schedule 'C'	Safety Conditions Schedule
Schedule 'D'	Insurance Requirements
FIN 173	Certificate of Insurance

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

ARTICLE 3 TERM OF CONTRACT

3.01 The Term of this Agreement is from and including September 15, 2023 to and including December 22, 2023 inclusive.

3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

3.03 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.

ARTICLE 4 CONTRACTOR'S OBLIGATIONS

4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.

4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.

4.03 Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.

4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.

4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.

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4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.

4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

ARTICLE 5 PAYMENT

5.01 If you comply with this Agreement, we must pay you at the rates and times described in Schedule B:

(a) the fees described in that Schedule;

(b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services; and

(c) any applicable taxes payable by us under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.

5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.

5.03 Without limiting Section 11.01 we may withhold from any payment due to you an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to you upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

5.04 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.

5.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

5.06 If you are not a resident in Canada, you acknowledge that we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

5.07 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.

5.08 You must:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on you as a result of this Agreement that the Province has paid or reimbursed to you or agreed to pay or reimburse to you under this Agreement; and

(b) immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to us.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:

(a) except to the extent you have previously disclosed otherwise in writing to us:

(i) all information, statements, documents and reports furnished or submitted by you to us 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,

(ii) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable you to fully perform the Services and to grant any licenses under this Agreement; and

(iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and

(b) if the Contractor is not an individual:

(i) you have 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 behalf of, you, and

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(ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.

7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.

7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:

(a) as required to perform your obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as a result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.

7.05 You must not, without our prior written approval, refer for promotional purposes to the Province being your customer or the Province having entered into this Agreement.

ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.

8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You 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 you, excepting always loss or damage attributable to reasonable wear or tear.

8.03 We exclusively own all intellectual property rights, including copyright:

(a) in Received Material that you receive from us, and

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

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your 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.

8.04 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 8.04 (a).

ARTICLE 9 RECORDS AND REPORTS

9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.

9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to us. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

ARTICLE 10 AUDIT

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10.01 In addition to any other rights of inspection the Province may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

ARTICLE 11 INDEMNITY AND INSURANCE

11.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claim 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 by any of 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.

11.02 You must comply with the insurance requirements in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.

11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

11.04 At your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.

11.05 If you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.

11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.

11.07 You may be considered the ""Prime Contractor" for the Services, 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;

11.08 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

ARTICLE 12 FORCE MAJEURE

12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.

12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.

12.03 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 12.04.

12.04 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

13.01 An "Event of Default" means any of the following:

(a) your failure to perform any of your obligations under this Agreement, or

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(b) any representation or warranty made by you in this Agreement 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 your liquidation or winding up,

(ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,

(iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,

(iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),

(v) a receiver or receiver-manager is appointed for any of your property, or

(vi) you cease, in our reasonable opinion, to carry on business as a going concern.

13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:

(a) by written notice to you, require that the Event of Default be remedied within a time period specified in the notice;

(b) pursue any remedy or take any other action available to us at law or in equity; or

(c) 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 13.02(a).

13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.

13.04 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.

ARTICLE 14 TERMINATION

14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.

14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:

(a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and

(b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.

14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

ARTICLE 15 DISPUTE RESOLUTION

15.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

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15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.

15.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under Section 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 16 GENERAL

16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

(a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or

(b) by prepaid post to the party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or

(c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or

(d) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.

16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.

16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, 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.

16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.

16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.

16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.

16.07 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.

16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

16.10 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

16.11 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.

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16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.

16.13 If one or more individuals are identified in the schedules as “Key Personnel”, you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.

16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.

16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.

16.16 If there is a conflict among provisions of this Agreement, a provision in the body of this Agreement will prevail over any conflicting provision in, attached to, or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise and a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

16.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

16.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 17 INTERPRETATION

17.01 In this Agreement:

(a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;

(b) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;

(c) “includes” and “including” are not intended to be limiting;

(d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;

(e) “attached” means attached to this Agreement when used in relation to a schedule;

(f) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

(g) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

(h) “person” includes an individual, partnership, corporation or legal entity of any nature; and

(i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

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ARTICLE 18 EXECUTION AND DELIVERY

18.01 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 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	**SIGNED AND DELIVERED** by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Authorized Ministry Expense Authority)	(Contractor or Authorized Signatory)
(PRINTED NAME of Ministry Expense Authority) Dated this ____ day of _____, 20____	(PRINTED NAME of Contractor) Dated this ____ day of _____, 20____

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Ministry of Forests

Schedule A - Services

File: 1070-30 / RE24FHQ081

Attachment to the Agreement with TBD for Re-measurements, Maintenance, Photographs and GPS at EP 1013_659 and 660 (Nitinat area).

General Requirements

Submitting Project Records

- **NOTE:** The Contractor shall provide completed, accurate, electronic data files to the ministry representative on or before completion of the project, but **no later than the contract completion date** of December 22, 2023. Completed electronic data files shall be in the format supplied by and specified by the ministry;
- All non-electronic data, field notes, tallies, ministry equipment or supplies shall be sent by courier or mail, to be received by the Ministry within three (3) working days after the contract completion date.

Equipment

- Unless otherwise noted, the Contractor shall provide all equipment, supplies, personnel and vehicles required to complete the project;
- The Contractor shall be responsible for all first aid and safety personnel and equipment, as required by Work Safe BC;
- If using power-tools, the contractor shall be responsible for fire-fighting equipment and personnel as required and power tool uses will have appropriate training/certifications.

Data Handling Procedures

- Data files containing tree identification (installation, plot, and tree #), as well as previous measurements for comparison with current measurements will be supplied by the ministry;
- All data shall be entered into an electronic field data recorder at the time of measurement;
- The Contractor shall be responsible for ensuring that collected data is kept secure during the course of the project; no data analysis is required;
- Telephone orientation (or in office if in Victoria) will be provided by the ministry as is deemed necessary.
- A field check and review of on-site conditions and verification of the quality of data may be done within one month of receipt of the data by ministry staff. If required, the contractor must improve the quality of the data or field work, at their own expense, within 2 weeks after notification.

Ministry Representative

- The ministry representative is Dave Goldie, Forest Science, Planning & Practices Branch, Victoria, BC dave.goldie@gov.bc.ca.

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1. THE SERVICES

The Contractor shall provide the following Services:

The Contractor shall provide the following Services:

The Contractor will complete re-measurement, maintenance, GPS coordinates of Tie Points and photograph work in 2 installations, (96 centre trees and 24 control plots) of Experimental Project (EP) 1013 located on south Vancouver Island. The tasks are as follows:

A. **Measure** all **centre trees** within each installation according to SMC standards and specifications and record. DBH, HT, and HLC are required on all trees. Data required as per the accompanying dataset for each installation. Ensure the tag is attached. Comment codes as per the SMC code sheet in the tender package. Note that the blue colour-coded trees on the plot maps are not measured.

If a tree is dead and still present, record as DE in a CmCd column. If the tree is not found, record GONE or CAN'T FIND in the REM column.

Live crown for whorled species is a ¾ live whorl with no completely dead whorls above it.

Live crown for non-whorled species (hemlock) is done by visually reconstructing the live branches into an even and symmetrical crown base.

B. **Re-establish** and **measure** the **control plots**:

i. Re-establish a 7-metre radius plot around each control plot centre tree. Ensure the tag is firmly attached;

ii. On each live tree in the plot ≥2.5cm dbh, **paint dbh line** with blue tree marking paint with the line facing the plot centre (see Procedures and Standards in Part 5 below);

iii. On each tree marked in ii above, **collect tree data** as per the *'site name Dataset format-control plots'* xlsx file. Collect the data in four sectors starting with the northeast sector and start each sector from the centre and zig zag out to the plot boundary. Tree numbering is not required. Live crown for hemlock is determined by visually reconstructing the live branches into an even and symmetrical crown base.

Note: Control plot trees are not tagged (except the centre tree). You are repeating the process done at establishment. Your new data will not be a line-by-line match with the previous data. Use the blank '*site name Dataset format-control plots'* xlsx file. The previous (2021) control plot files are only for your reference for tree sizes and counts.

C. Use an **electronic data capture** system with field data checks that are acceptable to Forest Science, Planning & Practices Branch. All data will be collected, edited, and returned free of error in Excel format. The data must be in the exact format/layout (i.e. same column position, etc.) as provided by Ministry staff unless there are data omissions in the old data.

D. **Plot Maintenance**

- Replace any broken cable ties holding tree tags with 11 inch UV resistant ladder-lock cable ties/straps to be stapled to the tree with one 9/16 inch staple placed ~15cm above the dbh line;
- If tags are held with nails, pull the nail a bit further out, but still solid, to allow for tree growth;
- Missing, broken or unreadable tree tags will be replaced with aluminium tags of the same number;
- Repaint DBH lines on all centre trees with blue tree marking paint;

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- Replace the pink flagging around the centre tree if it is deteriorated;
- Remark access trails with blue tree marking paint; to be visible in both travel directions;
- Brush out around tie points and paint tie point trees with wide blue bands of tree marking paint;
- Clear paths to plots (no power tool work);
- Remove tape or paint cans used.

E. At each installation, **take a photograph** facing north from approximately 5 metres away from the selected trees (listed below) with the selected tree centred in the image but not zoomed in**.** Use a digital camera with appropriate settings for in-stand lighting. A high resolution must be used. Image stabilization / anti-shake must be used. If the area is dark take the photo during the brightest part of the day. The plot **MUST** be visible in the photo. (i.e., photos that are too dark will have to be retaken). Digital copies only of photos are required. Please ensure that photos are clear, focused, and the plot has a clear representation. You should be able to zoom in on a photo and still have it clear.

At Rosander this will be trees: 1, 5, 10, 16, 21, 25, 30, 35, 41, 45, 50, 55 and 60.
At Haddon this will be trees: 1, 6, 11, 16, 21, 26, 32, 36, 45, 51, 57, and 60.

F. **Update access notes**, access maps and plot maps as necessary.

G. **Collect / confirm GPS site tie points** to a 3D fix with a 10 metre or better accuracy and a minimum of 4 satellites.

H. Complete an **"installation summary report"** for each site, group of plots or plot if there are differences. A blank format was included as part of the tender package.

A field check and review of on-site conditions and verification of the quality of data will be done within one month (weather permitting) of receipt of the data by the Ministry of Forests, Forest Science, Planning & Practices Branch staff. If required, the contractor must improve the quality of the data or field work, at their own expense, within 2 weeks after notification.

2. SUPPLIES

The contractor will supply all equipment and materials.

Office and/or field orientation will be provided by Forest Science, Planning & Practices Branch (Pre-work conference at Branch office and/or in the field as is deemed necessary).

Data from the previous measurement period will be supplied by Forest Science, Planning & Practices Branch.

3. KEY PERSONNEL

The Services shall be performed by the following "Key Personnel":

-
-
-

and there shall be no substitution for the person listed above without the prior consent of the Province.

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Procedures & Standards

Assessment of diameter at breast height (dbh)

- Diameter at breast height shall be measured at the top of the painted dbh band on the bole on the high ground side.
- A steel dbh tape shall be used for measuring trees with dbh >2 cm.

Maximum Measurement Errors:

DBH: ± 1 mm or 1%, whichever is greater, recorded to the nearest 1 mm
Breast Height: ± 5 cm of true height, allowing for whorls, scars, swellings, etc.

Assessment of total height – conifer

- The "height" of a tree is defined as the "length of the stem from ground level (uphill side) to the tip of the highest green terminal or branch".
- Telescoping height poles may be used for measuring trees <6 m in height.
- Trees >6m shall be measured using an electronic measuring device approved by the Contract Officer. When using an electronic measuring device, the painted dbh line shall NOT be assumed to be at 1.3 m.
- Tree heights shall not be measured with a clinometer.

Maximum Measurement Error:

± 2 dm or 2% of true height, whichever is greater, recorded to the nearest 1 dm

Assessment of height to live crown/crown base height – conifer

- See section A and Biii of this Schedule A.

Painting dbh bands

- For trees taller than 130 cm, and on which a dbh band is not present, the location of breast height shall be determined by measuring from ground level (high side) to a height of 130 cm on the main stem using a marked pole or stick.
- In cases where breast height coincides with a branch whorl or other bole irregularity, the point of dbh measurement shall be shifted up or down to the nearest point where no irregularity exists.
- The point of dbh measurement shall be permanently marked on the bole of each tree with blue tree marking paint such that the top of the painted band coincides with the point of dbh measurement.

Refreshing dbh paint

- All previously painted dbh bands shall be refreshed with blue tree marking paint, ensuring that the top of the band is at the same level as the previously painted band.
- See “Painting dbh bands”.

Attach tags to test trees using cable ties

- On trees with dbh ≥4.0 cm, tags shall be affixed with “ladder lock cable ties” using the following procedure:
  - ✓ Loop the tie through the tag to prevent the tag from slipping off;

Approximately 15cm above the painted dbh line affix the cable tie to the tree with a single 9/16” staple so that the tag end of the cable tie comes out of the top of the staple and loops outward.

Replace lost tags, as required

- Lost, missing or damaged tags shall be replaced with a ‘butter-soft’ ‘write-on’ aluminum tag.
- The contractor shall engrave the missing tag number onto the aluminum tag and affix it to the bole of the tree with a cable tie stapled at the top of the dbh line. Remove the cardboard backer from the write-on tag as it is attractive for rodents to chew on.
- Write-on tags will be supplied by the Contractor

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Guidelines to Avoid Frequently Recurring Errors or Omissions

- **Negative DBH Increment:** - ***COMMENT IS MANDATORY***
  A negative DBH increment should be impossible, unless some catastrophic damage to the stem has taken place.
  - Double-check your current measurement and add a comment such as "dbhCHK" or "dbhOK".
  - If you can reasonably estimate (guess) prev. dbh, enter a comment such as "DBH2001=123"

- **Negative Height Increment:** - ***COMMENT IS MANDATORY***
  Not impossible, but should be due to some kind of top damage.
  - If no top damage is evident, double-check your height and provide an estimate of the previous height measurement, e.g. "ht2001=123"

- **Excessive Increments:** - ***COMMENT IS DESIRABLE***
  A subjective assessment, for sure, but if detected and double-checked, it would be helpful to have some kind of comment, either to confirm (e.g. “htOK”) or if necessary an estimated correction of the previous measurement. If the current site is a good growing site and what is first judged to be an excessive increment becomes the norm, then further comments – e.g. beyond the first 10 or so – are no longer required.

- **Measurement Errors – Tree ID:** Measurer should call out the Tree Number to ensure that measurements are recorded in the correct sequence and for the correct tree.

- **Measurement Errors - Height:**
  - Collapsed height pole,
  - Hypsometer not calibrated
  - Incorrect measurement of leaning trees: measurement should be taken perpendicular to the direction of the lean; - the size of the error is proportional to the size of the tree.

- **Measurement Errors - DBH:**
  - TOP of dbh-line: ensure dbh is measured at the top of the dbh-line;
  - TOP of dbh-line: ensure that refreshed dbh line is in exact same position as old dbh line;
  - Upside Down dbh-tape; there is no problem with the tape being upside down, but one needs to be careful to read it correctly, e.g. 12.8 can easily be read as 11.2
  - Wrong Angle on the dbh-tape: ensure the tape is perpendicular to the stem (i.e. not horizontal in the case of a leaning stem)
  - Tightness of dbh-tape: avoid bumps or knots, tape should be snug, not too loose, not pulled too tight.

- **Recording Errors - Calling Out:** the person measuring should call out values in single digits;
  - e.g. "three-one-five", rather than "thirty-one-five" - thirty is one of several easily confused numbers

- **Recording Errors - Recorder Repeats:** The recorder should repeat each of the numbers called out and the measurer needs to listen, to ensure the recorder understood correctly;

- **Recording Errors - Keypunch Errors:** After the double call-out, the recorder needs to watch the screen to ensure the number entered is correct. Frequent errors:
  - Doubling digits: e.g. 114 or 144 instead of 14,
  - Numbers out by 1: e.g. 38 instead of 27 (depending on the kind of keypad used)
  - Reversing digits: e.g. 34.2 instead 43.2

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Schedule B – Contract Payment

File: 1070-30 / RE24FHQ081

Attachment to the Agreement with TBD for Remeasurements, Maintenance, Photographs and GPS at EP 1013_659 and 660 (Nitinat area).

1. Fees

1.01 Your fees (**exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province**) will be based on an all-inclusive lump sum price of $enter a total bid price OR totals by phases at the prices bid (i.e., $1000 for Phase I, $2000 for Phase II, etc.) for total satisfactory completion of the Services in accordance with this Agreement.

Item	Quantity	All-Inclusive Fixed Price Amount
Re-measurement, maintenance, photographs and GPS for EP1013_659 (Rosander)	48 centre trees and 12 control plots	$
Re-measurement, maintenance, photographs and GPS for EP1013_660 (Haddon)	48 centre trees and 12 control plots	$
	Total Price	$

1.02 In no event will fees payable to you, in accordance with this Schedule exceed in total $enter fee total for all work.

2. Expenses

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

3. Holdback from Payment

3.01 As per the Agreement, the Province does not intend to retain a holdback from contract payments but the Province does retain the right to withhold from any payments due to you under this Agreement an amount sufficient to indemnify us against any third party claims.

4. Submission of Statement of Account

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

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

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SCHEDULE B

CONTRACT PAYMENT

(a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;

(b) the calculation of all fees claimed under this Agreement for the Billing Period, with name(s) of the installation(s) completed, the lump sum for each installation, and including a declaration that the Services have been completed;

(c) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;

(d) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);

(e) any other billing information reasonably requested by us.

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

4.04 Invoices are to be submitted to:
Dave Goldie at the following email: dave.goldie@gov.bc.ca

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Natural Resource Ministries

Schedule C
Safety Conditions

File: 1070-30 / RE24FHQ081

Attachment to the Agreement with TBD for Remeasurements, Maintenance, Photographs and GPS at EP 1013_659 and 660 (Nitinat area).

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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Ministry of Forests

Schedule D – Insurance

File: 1070-30 / RE24FHQ081

Attachment to the Agreement with TBD for Remeasurements, Maintenance, Photographs and GPS at EP1013_659 and 660 (Nitinat area).

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 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.

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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: "His Majesty the King in right of the Province of British Columbia as represented by the Minister of Forests 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
- ☒ $500,000
- ☐ Not applicable

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:
- ☐ $250,000
- ☐ $500,000
- ☐ $1 million
- ☒ 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.

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