



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

OPERATIONAL SERVICES CONTRACT NO: PL21FOR003	ATTACHMENT TO THE AGREEMENT DATED THE DAY OF RD , 2019.
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ADDITIONAL CONDITIONS

Attachment to the Agreement with:

Compliance with the Law:

- In reference to Article 9: **Compliance with the Law**; of the Operational Services Contract, the Contractor must ensure that all municipal and/or the Thompson-Nicola Regional District bylaws must be complied with.

Access:

- If the Contractor has been issued a gate key to access sites, the key must be returned upon completion of the contract. Basic payment shall be reduced by \$500.00 for failure to return the key.
- The Contractor will be responsible for locating planting units and confirmation that they are planting within the block boundaries. Geo-referenced maps will be provided and the use of a GPS unit or tablet is recommended.
- Access will require 4 wheel (4*4) drive vehicles.
- The Contractor will, if required, be responsible for opening up access (i.e. cutting of fallen trees) to the planting units.

Camping:

- No camping is allowed on Forest Service Recreation sites.

Daily Production Rates:

- In addition to the requirements of Article 6: **Standards of Performance and Work Progress**; in the Operational Services Contract, the Contractor will at all times have sufficient experienced personnel on site to plant a minimum of **14,000** trees per day with a target of **20,000** trees per day. In addition there is a maximum production of **55,000** trees per day. Failure to meet these production requirements may result in termination of this contract as per Article 13: **Non-Compliance and Termination**; clause 13.05 of the Operational Services Contract
- Each day's production must be communicated to the Company Representative before the following day's planting. Communication method will be agreed to at the pre-work meeting.

Contract Timelines:

- Anticipated start up for DTA is **April 1st, 2020**, and for planting of trees is **April 20th, 2020**. Absolute deadline for 100% completion of planting spring trees will be **June 21st, 2020**. All remaining contract deliverables (planting maps, danger tree assessment reports and Plant Wizard entries) must be received by **July 2, 2020**.

Contractor Qualifications/Project Supervision:

- The Contractor must provide a Project Supervisor (on-site full time dealing with the daily running and logistics of the contract) with at least 3 Planting Seasons of satisfactorily completed project supervision experience of similar complexity and size as described in the Tender Documents within the past 5 years. The Contractor shall also provide at least one foreperson for every twelve (12) planters. The forepersons must be identified to the Contract Administrator at the pre-work conference and their names will be included in the Work Progress Plan. The primary function of the forepersons will be to inspect and ensure planting quality, and to receive treatment units, access, boundaries, and blocks for stock location. It is expected that the forepersons will be familiar with map reading and is familiar with the layout and location of all the units. It is also expected that the forepersons and project supervisor understand and communicate the DTA assessment results to the planting crews and all site visitors.
- It is expected that the foreperson will not be planting seedlings.
- The contractor must have an experienced (minimum 2 years) dedicated checker on site for the duration of the contract.

Seedling Transportation/Storage/Garbage Disposal:

- In addition to the requirements of Article 2: **Seedlings**, clause 2.8 of the "Schedule 'A', **Transporting Seedlings**" an insulated trailer or canopy is required to transport seedlings from the reefer storage areas to the work site.
- Further to the above Article 2, clause 2.10 of the Schedule A, **spring trees** are provided to Contractors FOB at Hawkeye.
- Upon pick up of the seedlings from the nursery or cold storage facility location, the Contractor shall sign a receipt for the number of seedlings received and their condition. The Contractor must provide the Company Representative with these receipts upon request.
- Contractors are responsible for providing reefer and costs associated with reefer rental, interim cold storage costs, and delivery. **Daily pickup is not acceptable**. Use of a reefer is mandatory. The Contractor must have knowledge of reefer capacity and not schedule thaw requests beyond reefer capacity.
- The Contractor is responsible for all thaw requests.
- In addition any reefer on site must be padlocked to prevent theft. A key must be provided to the Company Representative.
- All planting boxes and domestic refuse must be removed from planting units and camps within 24 hours of completion. The Company Representative, will remove any remaining refuse or boxes and the Contractor will be charged \$250.00 or the costs incurred by the Company to remove refuse or boxes, whichever is greater.
- Further to Article 2: **Seedling Containers**: clause 2.13 of the Schedule A, at the cost of the Contractor, all garbage, boxes, empty bags will be removed from the blocks and disposed of legally at the local dump or another facility approved by the Company Representative.

Handling of Seedlings

- In addition to the requirements of Article 3 **Planting**: clause 3.16 of the Schedule "A"; "**Handling of Seedlings**", Silvicool bag liners will be used unless exemption is given by the Company Representative.
- Spring seedlings can be stored in a reefer for up to 7 days, commencing from when the seedlings were transported from the cold storage facility. The temperature in the reefer should be at 2-3 °C and must not exceed 5 °C. At the discretion of the Company Representative, failure to conform will result in a fine of up to \$1000/day plus the invested cost of the seedlings if damage to the seedlings is a result of excessive temperatures.
- The Contractor must have written procedures for monitoring seedlings and the refrigerated units as per article 2.7 of schedule A

Microsite Selection/Planting Faults:

- For all planting units all naturals greater than 15 cm in height and having modest form and vigor as described by the Company Representative will be respected and spaced off as per the contract spacing for that block.
- Where screening is called for, it will be defined as: Screening surface humus and litter to a depth of approximately 15 cm or to a suitable soil layer as defined in Article 3: **Planting**; clauses 3.6 and 3.9 of Schedule "A";
- Minor Vegetation including herbaceous plants and grasses which may compete with seedling growth must be scalped away to expose a 15cm by 15cm area of suitable soil. In grassy areas the scalping must reach a depth of 15 cm to disturb the established root mass.
- Fire ash is an unacceptable rooting medium, and screening to mineral soil is required.
- Obstacle planting is required on all sites. Read Article 3: **Planting**; clause 3.6 of the Schedule "A" carefully. Obstacle planting is defined as: planting within 20cm of obstacles at least 20 cm in height. Obstacles include: stumps, immovable slash, and brush. All trees planted near obstacles must be on the north to east side to provide shade.
- Planting will be restricted to within 1.0 m of cow trails and other areas of high cattle use as determined by the Company Representative.
- Ensure that Article 3: **Planting**; clause 3.6 of the Schedule "A" has been read and there is complete understanding of the microsite specifications laid out. The Schedule "A" identifies preferred and acceptable microsites, where they exist. Where a tree has been planted in an acceptable microsite and there is a preferred microsite available, the tree will be faulted. Where a tree has been planted on an unacceptable microsite, the tree will be faulted. This creates a situation where a planter must plant the preferred microsites, and hit the acceptable microsites in between to meet the target planting density.
- For the purposes of this contract any tree with pockets of air adjacent to the plug will be faulted. Planting Spots must be prepared so as to allow the seedling roots to be entirely planted in mineral soil.
- Where numbers of allocated seedlings are sufficient to plant units and where voids of unplanted ground are left, they are charged at \$1000.00 per occurrence.
- * Further to Schedule A: **Overall Density** clause 3.8; and Schedule B: **Contract Payment** Table 1.01; **Minimum Acceptable Density**; minimum acceptable density will include well-spaced naturals and will apply to any portion of a planting unit.
- **Excess:** For the purposes of planting quality inspection, excess trees will be tallied once the target number of trees per plot plus one (M+1) is exceeded. All other criteria with respect to excess is as per the Schedule "A".

Stock Allocation:

- The number of trees as stated in the Schedule 'B' is only an estimate. It is expected that the Contractor will complete the unit even if the total amount of trees planted exceeds the estimated number. If trees are available, the unit will not be considered for payment until it is fully planted.
- Where numbers of allocated trees are insufficient to complete units and a partially planted unit is unavoidable, Contractor will be responsible to ribbon and GPS traverse all partially planted units and provide digital information prior to submitting the invoice. Hand held GPS units are acceptable.
- Further to Article 3: **Planting**; **General Requirements**, clause 3.1 of the Schedule "A", allocated seedlings cannot be switched between planting units without prior authorization from Company Representative.

Inspections/Reports:

- In Addition to the requirements of Article 4: **Inspection and Acceptance**; **Contractor's Request for Inspection**; clause 4.1 of the Schedule "A"; the Contractor will report to the Company

Representative in a format to be agreed upon at the pre-work conference. A request for inspection must occur within 24 hours of completion of the block.

- In addition to the requirements of the above Article 4; clause 4.1 of the Schedule A; for each planting unit, the Contractor must report the following into Plant Wizard: the planting start and completion date, and the total of seedlings planted by species and request key.
- The Contractor must inspect their own work for their internal quality control purposes and collect this information using Plant Wizard in the project provided by the Company. This information must be supplied daily. At least one (1) quality plot per hectare will be required, and must be completed using the Ministry of Forest's Planting Quality Inspection system.
- Plot centers must be marked on the ground and staked at a minimum height of 1.3m with winter weight ribbon. Each plot center flag must have the plot number, the date and the initials of the Contractor's representative marked on it with waterproof marker. Plot location may be representative and are not required to be uniformly established.

Quality Assurance:

- The Company Representative, or designate, will establish audit plots on all pay units as required to establish payment as per Article 5: **Payment**; of the Schedule 'A'.
- The Company Representative will assess each planting units DTA and tree removal for quality assurance as described in Schedule C: **Danger Trees.**

Danger Trees:

- The Contractor shall have a certified Wildlife Danger Tree Assessor assess each unit prior to planting. Danger Trees must be addressed by felling by the Contractor unless they relate to section 34 of the Wildlife Act. Each inspection will be documented, submitted to the Company and available on site at all times at the request of the Company Representative.
- All costs associated with the assessment and hazard removal will be the responsibility of the Contractor.

Safety; Danger Tree Assessments, Marking No Work Zoned, Felling:

The Contractor/certified Danger tree Assessor will follow the procedures as outlined in the "Wildlife/Danger Tree Assessor's Course Workbooks, Forest Harvesting and Silviculture Course Module, Revised Feb 2017" and Wildland Fire Safety Module, Revised March 2016.

If felling is required under this Agreement, all trees that are assessed as Danger trees are to be removed by certified fallers. Where possible, fall snags into the block opening to create obstacles for seedling protection from livestock. Trees must be felled in accordance with the Workers' Compensation Act Regulations and BCFSC Certified Falling requirements.

- Danger trees that the faller is unable to fell due to safety or other factors (i.e. High Wildlife value) must be clearly marked in ribbon with no treatment/No Work zones. Danger tree marking must be done with paint and danger tree ribbon in accordance with required color schemes.
- Submit a "Wildlife/Danger Tree Assessment Report/Map" to The Company Representative.
- A concurrent or follow-up assessment by the Contractor is required to ensure that the faller has made the area "safe" to the appropriate LOD requirement.

Danger Tree Assessments, Felling, NWZ establishment Reports:

Report information required under this Agreement includes the following:

Site Assessment Overview Summary, in a format approved by the Company, including:

- contract name and number
- Danger Tree assessor's name & certification Type and #
- BCFSC Faller's Certification Number and signature
- BCFSC Faller Supervisor Number and Signature
- dates field assessed/marked and

- Danger tree Assessment cards (copies or originals)
- geographic location
- Level of Disturbance and any qualifiers which apply to the Danger Tree Assessment including indication of **how** workers will identify when weather conditions have reached the threshold for the Danger tree assessment (i.e. Beaufort Scale)
- NWZs, High value wildlife trees and approximate area each one covers, including ribbon and paint color used
- Number, location, dates of Danger Trees Felled
- GPS Tracks of area covered during assessment
- assessment considerations
- future recommendations
- 1:10,000 scale map

The first two danger tree assessments/removal packages must be submitted to the Company Representative for review and acceptance. All Assessments and removals must be completed prior to any planned activity on the block (i.e. planting) and any necessary safety information provided to all employees and Company Representative.

An associated map showing the assessed area, required signatures, certification numbers, dates, any no work zones and recommended areas/trees to revisit prior to the designated future activity being carried out. Working Field copies of the assessment and mitigation map should be signed by all necessary persons.

KEY PERSONNEL

The Services shall be performed by the following “Key Personnel” and there shall be no substitution for the person(s) listed above without the prior consent of the Company.

ROLE	NAME OF PERSON(S)	QUALIFICATIONS/EXPERIENCE
Project Supervisor		Successful management of a similarly sized and complex project as required in Conditions of Tender section 4.02
Foreman		Minimum 2 years’ experience
Designated Checker		Minimum 2 years’ experience
DTA/DTR		Copy of Required Certifications