

**REQUEST FOR PROPOSAL NO. Wildfire Risk Reduction – Oct. 2022**

**FOR**

**Wildfire Risk Reduction Treatments  
Proposal Due Date**

**November 10, 2022 @ 8:30 am PST**

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### EXHIBITS

|           |                                    |
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| Exhibit A | Proposal Summary Form              |
| Exhibit B | Treatment Area Prescription        |
| Exhibit C | Treatment Area Map                 |
| Exhibit D | Non-Replaceable Services Agreement |

**LETTER OF INVITATION**

**REQUEST FOR PROPOSAL NO.**      **Wildfire Risk Reduction – Oct. 2022**  
**DATE:**                                      **October 18, 2022**  
**SERVICE:**                                 **Wildfire Risk Reduction Treatment**  
**CLOSING DATE:**                         **November 10, 2022 @ 8:30 am PST**

**TO ALL PROPOSERS**

You are invited to submit a proposal in accordance with the Instructions to Proposers and the attached documents for the Wildfire Risk Reduction Treatment near Coalmont B.C.

The treatment area has a prescription developed, and a portion of the area was treated in 2021 and 2022. The goal is to complete the Wildfire Risk Reduction Treatment for the remaining area

**Please note that this is not a tender, nor should it be construed as such.**

**Weyerhaeuser reserves the right to cancel this request for proposal at any time.**

**ATTACHMENTS:**

Instructions to Proposers  
Exhibit A            Proposal Summary Form  
Exhibit B            Treatment Area Prescription  
Exhibit C            Treatment Area Map  
Exhibit D            Non-Replaceable Services Agreement

Sincerely,  
**Weyerhaeuser Company Limited**

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Trenna MacLeod, RPF  
Silviculture Forester, Princeton

## INSTRUCTIONS TO PROPOSERS

**REQUEST FOR PROPOSAL NO.**      **Wildfire Risk Reduction –  
Oct. 2022**

**If additional information is required, the request shall be made in writing via fax or e-mail and shall be sent to:**

**Name:**      Trenna MacLeod  
**Fax:**        250-295-4274  
**E-mail:**    trenna.macleod@weyerhaeuser.com

**No replies to any inquiry will be made verbally. All questions or clarification amendments will be responded to in writing and sent to all interested Proposers. It is the discretion of Weyerhaeuser whether questions and answers may be distributed to all Proposers. Questions and answers of a proprietary or proposed innovation nature will not be shared with all Proposers. Proposers should clearly specify when questions are of a confidential nature when submitted to Weyerhaeuser.**

### 1.0 DESCRIPTION OF MATERIAL

#### 1.1 Description

- a) Complete Wildfire Risk Reduction Treatment as per BCWS Fuel Management Prescription Weyerhaeuser Company Limited, dated October 25, 2021, including any amendments thereto (see Exhibit B and C). All work is funded by Forest Enhancement Society of BC and must be completed by March 1, 2024.

The treatment area is:

- occurs on steep to very steep terrain;
  - terrain is even to rolling with rock outcrops that are safety concerns;
  - not accessible from the west by wheeled or tracked vehicles;
  - possibly accessible for ATV/small pickup from the southeast along an existing trail that may or may not be useable at this time;
  - accessible from the east on resource roads with short walk-in;
  - steep terrain limits wheeled or tracked machines;
  - not to have any roads or trails constructed within the treatment area;
  - machines may be used on existing trails and roads within the treatment area.
- b) Propose manual, mechanical or combination configurations to complete future manual/mechanical/ combination Wildfire Risk Reduction projects. Propose cost in terms of \$/kg/m<sup>2</sup> or \$/tonne/ha of fuel eliminated. Proposed costs must include all phases of treatment including but not limited to spacing, bucking, pruning and fuel disposal.

#### 1.2 Treatment Area Location

- a) Approximately 44.0 ha north of Coalmont B.C. See Exhibit C.  
b) Unspecified, future treatment areas within Okanagan and Merritt Timber Supply Areas.

## **2.0 OPTIONS TO BE CONSIDERED**

### **2.1 Manual or Mechanical Treatment or Combination**

Complete Wildfire Risk Reduction Treatments as per BCWS Fuel Management Prescription, Weyerhaeuser Company Limited, dated October 25, 2021, including any amendments thereto. Proposals must describe and consider:

- i. The scope of the proposal (i.e. area of interest, provision of equipment and personnel etc.);
- ii. The material to be cut, bucked, pruned, piled and burned;
- iii. Options for the utilization of merchantable timber;
- iv. Required resources the proposer has available to support the initiative (First nation employees/subcontractors, Subcontractors, Machinery, Trucks, Personnel...);
- v. Pricing Criteria (including any funding or grant resources to be allocated to this initiative);
- vi. A time schedule for activities and a commitment for completion;
- vii. Term of the Agreement;
- viii. Any operational or delivery constraints;
- ix. Any First Nations partnerships/employment;
- x. Work history related to the scope of the RFP including manual wildfire risk reduction treatments completed in:
  - (1) similar terrain within last 2 years;
  - (2) similar Douglas-fir leading, multi-layer stands within last two years and
  - (3) similar fuel loading within last 2 years.
- xi. Provisions to subcontract or employ local First Nations and local non-First Nation personnel;
- xii. WorkSafeBC Incident History;
- xiii. BC Safe Company Certified
- xiv. References.

2.2 In addition to the above, proposals must describe and consider the following:

- a) An analysis of the productivity expressed as hectares per person per day that is anticipated to be achieved.
- b) An analysis of any incremental treatment that could be provided if funding or grant resources become available.

## **3.0 CONTRACT**

Weyerhaeuser will engage with the successful proposer(s) in drafting the terms and conditions of a contract aligned with the successful proposal and consistent with the legislation applicable to the work, Weyerhaeuser's commitments on safety, environment, substance impairment, and any legal commitments.

## **4.0 SUB-CONTRACTORS**

Proposer shall identify the name of all sub-contractors intended to be used, if any, to cover the requirements of this agreement. Proposer shall identify in Exhibit A which Services will be performed by the proposed sub-contractor(s).

## **5.0 INSURANCE**

Depending on the scope, Proposer(s) may be required to carry insurance coverages. These coverages must meet at minimum Weyerhaeuser expectations.

## 6.0 UNION

Proposer shall specify union affiliation, if any, of all its employees and those of its proposed sub-contractor(s), including the expiration date(s) of the union agreement(s).

## 7.0 ALTERNATIVES

**Proposer shall respond as requested in this enquiry, but each Proposer is invited to propose any alternatives or additions, which Proposer considers to be advantageous. These should be listed, described and priced on a separate Proposal Summary Form. At Weyerhaeuser's sole discretion these submissions may or may not be considered for evaluation.**

**Proposals that present techniques or machinery or combinations thereof that significantly improve productivity within the constraints of the Treatment Prescription and Treatment Area will be given more consideration. Productivity improvements must be supported and documented with an analysis that forms part of this RFP.**

## 8.0 AWARD

- 8.1 All proposals will be privately opened.
- 8.2 Submission of a proposal shall not obligate, nor should it be construed as obligating, Weyerhaeuser to accept any such proposal.
- 8.3 Weyerhaeuser reserves the right to reject any or all proposals, including without limitation, the lowest cost proposal, to select the Proposer(s) of its choice, and to modify the proposed contract through mutual agreement prior to execution.
- 8.4 At Weyerhaeuser's sole discretion the following factors in combination, not necessarily listed in order of importance, may be considered in evaluating the proposals: safety, capability, expertise, rate(s), economic viability, tools and equipment used, other components of the proposal and past performance.
- 8.5 If Weyerhaeuser does not receive any satisfactory or acceptable proposal, Weyerhaeuser reserves the right to request further proposals, or negotiate a contract for the whole or any part of the supply with any one or more persons, including one or more of the Proposers. Weyerhaeuser reserves the right to conduct simultaneous negotiations with multiple Proposers.
- 8.6 Weyerhaeuser shall not, under any circumstances, be responsible for any costs incurred by the Proposers in the preparation of their proposal or for any damages whatsoever arising out of or related to the rejection of any proposal including without limitation any loss of profits.
- 8.7 In the event of a contract award, unsuccessful Proposers will be notified in writing.
- 8.8 The successful proposal must meet all the requirements of the Non-Replaceable Services Agreement. Failure to meet these criteria will result in a rejected proposal.

## 9.0 SUBMISSION AND CLOSING DATE

- 9.1 All proposals must be submitted in accordance with the format and instructions as described herein and on the forms provided, however, Weyerhaeuser reserves the right to consider and accept proposals which do not comply in form or procedure with the requirements of this Request for Proposal. Proposers' promotional material and publications are neither required nor desired.
- 9.2 The Weyerhaeuser logo is not to be used on any materials submitted.
- 9.3 **Proposals shall be received no later than 8:30 a.m. PST November 10, 2022.**
- 9.4 Completed Proposal shall be delivered to:

Weyerhaeuser Company Limited

Attention: Trenna MacLeod, Silviculture Forester

Mailing: P.O. Box 550 Princeton, BC V0X 1W0

Courier: 201 Old Hedley Road, V0X 1W0

Marked: **Confidential**

Request for Proposal No. Wildfire Risk Reduction – October 2022

Closing Date: 8:30am PST November 10, 2022

**10.0 CONFIDENTIALITY**

10.1 Weyerhaeuser will consider information submitted as part of this request for proposals to be confidential and shared within the Company only and on a need to know basis.

**11.0 SUCCESSFUL PROPONENT**

11.1 The successful Proponent(s) and Weyerhaeuser will agree to the final terms and conditions prior to November 24, 2022.



**REQUEST FOR PROPOSAL NO. Wildfire Risk Reduction – Oct. 2022**

**EXHIBIT A**

**Proposal Summary Form**

**Notes:**

- a) The purpose of this Summary Form is to assist in evaluating the Proposer’s proposal.
- b) Proposer shall provide all the information requested. Where space is insufficient separate cross-referenced sheets may be used.
- c) Completed form(s) to be signed by Proposer and submitted with Proposer’s Proposal.

**CORPORATE DATA:**

Proposer’s Proposal No.: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Proposer \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Proposer’s Representative: \_\_\_\_\_  
*Name/Title*

Phone #'s \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Proposer’s Representative: \_\_\_\_\_  
*Name/Title*

Phone #'s \_\_\_\_\_

E-mail Address: \_\_\_\_\_

GST# \_\_\_\_\_

WCB# \_\_\_\_\_

Safe Company Certification # \_\_\_\_\_

Location(s) of Proposer’s Branch(es) \_\_\_\_\_

**SUBMITTED BY:** Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



## Exhibit B – Treatment Area (Prescription)

Pruning of branches must occur at the branch collar, branch stubs of more than 5mm are unacceptable.

Stumps must be no higher than 15cm and have less than a 25 degree angle on the cut face.

Dead or unsafe trees 12.5 cm to 29.9 cm Diameter at Breast Height must be felled by a WorkSafeBC certified faller.

WorkSafeBC faller may be subcontracted and the costs may be considered as being outside the scope of this RFP.

| A. PROJECT IDENTIFICATION   |   |
|---|---|
| PROJECT ID AND UNIT ID:<br>RX0000034  | LAND OR TENURE HOLDER:<br>Crown Land                  |
| LATITUDE/LONGITUDE/UTM:<br>49°31' 28" / 120° 41' 55"<br>Zone 10 666,527m E / 5,488,281m N | GEOGRAPHIC DESCRIPTION:<br>North and east of Coalmont |
| HIGHER-LEVEL PLAN(s):<br>Merritt Old Growth Management                                    | MAP REFERENCE NUMBER:<br>92H057                       |

| B. FUEL TREATMENT PROJECT DESCRIPTION  |   |
|--|---|
| Fuel Management OBJECTIVE:   | Public safety.<br>To reduce wildfire threat to public safety. Current multi-layer forest conditions contribute to a High Wildfire Behavior Threat Class. To lower the threat class, it is desirable to reduce canopy and surface fuel loads which will: reduce the potential for crown fire initiation, reduce fire intensity, reduce canopy flammability, and improve safety for the village of Coalmont. Objective will be attained by simplifying stand structure and creating a fire resilient stand of layer 1 trees and disposing of resultant slash and existing ground fuels by piling in openings and burning in fall/winter conditions. |
| STRATEGIES:  | <b>Modify stand structure to reduce the fuels available for combustion in the event of a wildfire.</b>  |
| METHODS: Cut some or all trees in layers 2, 3 and 4 to reduce ladder fuels and canopy continuity. Cut all resultant slash and all surface fuels into approximately 2m lengths and hand pile into openings to create 2m high x 2m wide piles and burn during fall/winter on days with acceptable smoke venting. |   |

| C. TREATMENT UNIT (TU) SUMMARY |               |                 |                  |          |          |  |  |
|--------------------------------|---------------|-----------------|------------------|----------|----------|--|--|
| TU                             | NET AREA (ha) | GROSS AREA (ha) | LEAVE AREAS (ha) | NP (ha)  | NAR (ha) | TREATMENT REGIME (i.e. PRU, THIN, PIL, BURN) | GENERAL DESCRIPTION  |
| 1                              | 37.6          |                 |                  | 0.5 Rock | 37.1     | THIN, PRUNE, HANDPILE, BURN                  | Cut some or all layer 2, 3 and 4 trees, prune remaining trees to 3m, and, along with pre-treatment slash, pile (by hand or mechanically) into openings for burning in winter conditions. No piles will be made under tree crowns. Treatments will tie into an existing cutblock on the east end and the main |
| 2                              | 26.5          |                 |                  |          | 26.5     | THIN, PRUNE, HANDPILE, BURN                  | Cut some or all layer 2, 3 and 4 trees, prune remaining trees to 3m, and, along with pre-treatment slash, pile (by hand or mechanically) into openings for burning in winter conditions. No piles will be made under tree crowns. Treatments will tie into an existing cutblock on the east end and the main |
| TOTALS                         | 64.1          |                 |                  |          | 63.6     |  |  |

| D. SITE CHARACTERISTICS |                  |   |                                       |                     |                               |  |                    |
|-------------------------|------------------|---|---------------------------------------|---------------------|-------------------------------|--|--------------------|
| TU                      | CFFBPS FUEL TYPE | TIMBER TYPE   | BGC SUBZONE, VARIANT & SITE ASSOC.    | ELEVATION RANGE (m) | SLOPE POSITION                | SLOPE RANGE (%)                                  | ASPECT             |
| 1                       | C7               | FdiPy(Pli)<br>833-12/12<br><br>(9 types are present, see prescription map for details)  | IDFhx1<br><br>04(85) 01(10)<br>03(05) | 760-1275            | Toe, Lower, Mid, Upper, Crest | 0-60<br><br>(see steep slope polygon west end)   | West<br>(variable) |
| 2                       | C7               | FdiPy(Pli)<br>838-12/12<br><br>(8 types are present, see prescription map for details)  | IDFdk1<br><br>01(90) 04(10)           | 800-1260            | Lower, Mid, Upper, Crest      | 0-120+<br><br>(see steep slope polygon west end) | West<br>(variable) |
| FUEL TYPE DETERMINATION |                  | <p>C7 - Ponderosa Pine–Douglas-Fir - This fuel type is characterized by uneven-aged stands of ponderosa pine (<i>Pinus ponderosa</i> Laws.) and Douglas-fir (<i>Pseudotsuga menziesii</i> (Mirb.) Franco) in various proportions. Western larch (<i>Larix occidentalis</i> Nutt.) and lodgepole pine (<i>Pinus contorta</i> Dougl. ex Loud.) may be significant stand components on some sites and at some elevations. Stands are open, with occasional clumpy thickets of multi-aged Douglas-fir and/or larch as a discontinuous understory. Canopy closure is less than 50% overall, although thickets are closed and often dense. Woody surface fuel accumulations are light and scattered. Except within Douglas-fir thickets, the forest floor is dominated by perennial grasses, herbs, and scattered shrubs. Within tree thickets, needle litter is the predominant surface fuel. Duff layers are nonexistent to shallow (&lt;3 cm).</p> |                                       |                     |                               |  |                    |

| E. SOIL CHARACTERISTICS |              |                 |                      |                            |                    |         |              |
|-------------------------|--------------|-----------------|----------------------|----------------------------|--------------------|---------|--------------|
| TU                      | SOIL TEXTURE | DUFF DEPTH (cm) | COARSE FRAGMENTS (%) | SOIL DISTURBANCE LIMIT (%) | SOIL HAZARD RATING |         |              |
|                         |              |                 |                      |                            | Compaction         | Erosion | Displacement |
| 1                       | Loamy Sand   | 0-25            | 35-70                | 7                          | L                  | M       | H            |
| 2                       | Loamy Sand   | 0-25            | 0-35                 | 7                          | L                  | M       | H            |

| <b>F. VALUES – FOREST AND RANGE PRACTICES ACT</b>   |       |         |   |
|---|-------|---------|---|
| <b>RIPARIAN &amp; LAKESHORE AREAS</b> - Forest Planning and Practices Regulation (FPPR) division 3, Government Action Regulation (GAR) section 6, Forest and Range Practices Act (FRPA) sections 180 and 181                                |       |         |   |
| Is the proposed cutting, modification or removal of trees, or site preparation, in an area that contains streams, lakes or wetlands?  |       | No      |   |
| <b>RIPARIAN MANAGEMENT AREAS (RMAs)</b> - FPPR sections 51 and 52   |       |         |   |
| STREAM, LAKE, WETLAND ID  | CLASS | RRZ (m) | RMZ (m) SPECIFICATIONS FOR RIPARIAN OR LAKESHORE MANAGEMENT AREAS |
| Not applicable.   |       |         |   |
| <b>TEMPERATURE SENSITIVE STREAMS</b> - FPPR section 53, GAR section 15, FRPA sections 180 and 181   |       |         |   |
| Are there temperature sensitive streams or direct tributaries to temperature sensitive streams within or adjacent to the proposed treatment area?   |       | No      |   |
| <b>ROAD CONSTRUCTION IN RIPARIAN MANAGEMENT AREAS</b> - FPPR section 50   |       |         |   |
| Is road construction proposed in riparian management areas within the treatment area or an associated road permit (RP)?   |       | No      |   |
| <b>STREAM CROSSINGS</b> - FPPR section 55   |       |         |   |
| Will stream crossings be constructed within the proposed treatment area or a road permit road providing access to the treatment area?   |       | No      |   |
| <b>MAINTAINING STREAM BANK AND CHANNEL STABILITY ON S4, S5, and S6 STREAMS</b> - FPPR section 52 (2)  |       |         |   |
| Is the proposed treatment in the RMZ of an S4, S5 or S6 stream that is directly tributary to an S1, S2 or S3 stream and the activity is likely to contribute significantly to the destabilization of the stream bank or the stream channel? |       | No      |   |
| <b>DOMESTIC WATER LICENCES</b> (inside or outside of community watershed) - FPPR section 59   |       |         |   |
| Does the proposed treatment area contain water sources that are diverted for human consumption by a licensed waterworks?  |       | No      |   |
| <b>LICENCED WATER WORKS</b> (inside or outside of a community watershed) - FPPR section 60  |       |         |   |
| Does the proposed treatment include areas that are within 100 m of a licensed waterworks?   |       | No      |   |
| <b>FISHERIES SENSITIVE WATERSHED</b> - GAR section 14, FPPR section 8.1   |       |         |   |
| Are any activities proposed within a fisheries sensitive watershed?   |       | No      |   |

| <b>COMMUNITY WATERSHED</b> - GAR section 8, FPPR section 8.2, 61, 62 and 84   |  |  |  |          |
|---|--|--|--|----------|
| Does the proposed treatment area include areas that are within a community watershed?   |  | No   |  |          |
| Will this project require road construction or deactivation within a community watershed?                                       |  | No   |  |          |
| <b>WATERSHED ASSESSMENT CONSIDERATIONS</b> - FRPA section 180 areas with "significant watershed sensitivity"                    |  |  |  |          |
| Does the proposed treatment area include areas that have watershed assessment considerations?                                   | Yes  |  | Partially falls into the Connaly Creek watershed and falls entirely within the Tulameen River Watershed.   |          |
| <b>SOIL DISTURBANCE AND PERMANENT ACCESS STRUCTURES</b> - FPPR sections 35 and 36   |  |  |  |          |
| Treatment Unit  | Proposed Max. Allowable Soil Disturbance (%) (5% or 10%) | Proposed Max. Soil Disturbance for Roadside Work Areas (%) | Proposed Max. Permanent Access Structures (%)  | Comments |
| Do the proposed Permanent Access Structures exceed 7% of the total area? No roads proposed.                                     |  | No   |  |          |
| <b>LANDSLIDES AND TERRAIN STABILITY</b> - FPPR section 37   |  |  |  |          |
| Does the proposed treatment area include areas where terrain stability is a concern?  |  | No   | A steep section with slopes 60%+ is present in the west end of SU 1 and is currently stable.   |          |
| <b>SUITABLE SECONDARY STRUCTURE</b> - FPPR section 43.1   |  |  |  |          |
| Does the proposed treatment area include a "targeted pine leading stand"?   |  | No   |  |          |
| <b>UNGULATE WINTER RANGE</b> - GAR section 12, FRPA sections 180 and 181, FPPR section 69                                       |  |  |  |          |
| Does the proposed treatment area include areas within an Ungulate Winter Range?   | Yes  |  | Mule Deer WR GAR (U-3-003) Unit No:1138  |          |
| <b>WILDLIFE HABITAT AREA</b> - GAR section 10, FRPA sections 180 and 181, FPPR section 69                                       |  |  |  |          |
| Does the proposed treatment area include any wildlife habitat areas (WHA)?  |  | No   |  |          |
| <b>OBJECTIVES SET BY GOVERNMENT FOR WILDLIFE</b> - FPPR section 7   |  |  |  |          |
| Does the proposed treatment area include areas to which objectives for wildlife under FPPR section 7 apply?                     | Yes  |  | Flammulated Owl Suitability Rank 2,4 (but no occurrences within treatment area). Treatment will preserve all old growth Py and Fdi including all trees with cavities. Thinning of very dense Douglas-fir thickets will improve habitat quality and maintenance of young Py stems will ensure there is recruitment of Py into old growth. |          |
| <b>OBJECTIVES SET BY GOVERNMENT FOR BIODIVERSITY OBJECTIVES (Landscape Level)</b> - FPPR Part 4 Division 5                      |  |  |  |          |
| Does the proposed treatment area include areas to which objectives for landscape level biodiversity under FPPR section 9 apply? |  | No   |  |          |

| <b>OBJECTIVES SET BY GOVERNMENT FOR BIODIVERSITY OBJECTIVES (Stand Level) - FPPR Part 4 Division 5</b>   |     |    |   |
|--|-----|----|---|
| Are considerations for maintaining stand structure (wildlife trees, wildlife tree reserves, etc.), coarse woody debris, and maintaining tree and vegetation species composition incorporated into this prescription? | Yes |    | Wildlife trees with appropriate habitat and safety buffers are reserved from any treatment. Coarse woody debris (30cm+ diameter) will not be treated, nor will piles be placed on/adjacent to coarse woody debris. Only coniferous tree species are targeted for treatment, all other species (shrubs, herbs, grasses) are reserved from treatment.                   |
| <b>RECREATION FEATURES - FRPA section 56 and 149, FPPR section 70</b>  |     |    |   |
| Does the proposed treatment area contain interpretive sites, recreation trails, recreation sites, recreation facilities that are of significant recreation value and are designated a resource feature?              |     | No | No, but the Connaly Creek Connector trail from the RDOS Trails Master Plan does transect the block. Treatment will not negatively impact future trail location or construction.   |
| <b>VISUAL QUALITY OBJECTIVES - GAR section 7, FRPA sections 180 and 181, FPPR section 9.2</b>  |     |    |   |
| Is the proposed treatment within a scenic area?  |     | No |   |
| <b>ARCHAEOLOGICAL RESOURCES/CULTURAL HERITAGE RESOURCES - FPPR section 10</b>  |     |    |   |
| Are there any known archaeological sites or cultural heritage resources that are important to First Nations within the proposed area?  | Yes |    | A pre-field reconnaissance was completed August 23rd, by USIB Archaeologist Megan Harris, and USIB Field Technician Amy Brewer.<br><br>Five Areas of Interest (AOI) were identified, AOI 1 is located outside the treatment area and must be protected. AOI's 2, 3, 4 and 5 are landforms with archaeological potential and will be reserved from treatment. See map. |
| <b>INVASIVE PLANTS - FRPA section 47 and FPPR section 17</b>   |     |    |   |
| Is the introduction and spread of invasive plants likely because of the proposed treatment?  | Yes |    | Approximately half of the treatment area falls within the High Hazard Invasive Plant Zone. The road in the west end of the treatment area will be grass seeded as per Weyerhaeuser's approved FSP.  |
| <b>NATURAL RANGE BARRIERS - FRPA section 48, FPPR section 18</b>   |     |    |   |
| Are there natural range barriers within the proposed treatment area that are likely to be removed or rendered ineffective?   |     | No | No natural range barriers are found within the treatment area.  |
| <b>SPECIES AT RISK - FPPA section 7</b>  |     |    |   |
| Are there species at risk present within the boundaries of the prescribed treatment area?  |     | No | The treatment area does overlap with Flammulated Owl suitability areas, but no occurrences are noted within the treatment area.   |

| LAND USE OBJECTIVES (Higher Level Plans and objectives set by Government under the <i>Land Act</i> )  |     |    |  |
|---|-----|----|--|
| Are there land use objectives (higher level plans or objectives under the <i>Land Act</i> ) that apply to the proposed treatment area or a Road Permit necessary to provide access to the treatment area? | Yes |    | Merritt Old Growth Management. There are no Old Growth Management Areas within the treatment area.   |
| Do the proposed activities conflict with land use objectives (higher level plans or objectives under the <i>Land Act</i> )?   | Yes |    | Crown Tenure: VIC Coalmont, Sand and Gravel/Quarrying, Reserve/Notation<br>Crown Tenure: Connaly Creek, Rock for Crushing/Quarrying, Reserve/Notation<br>Treatment does not preclude quarrying or rock mining. |
| Known and potential species at risk, windthrow hazard, and old growth management areas?   |     | No | There are no Old Growth Management Areas within the treatment area.  |

| G. OTHER CONSIDERATIONS AND REQUIREMENTS   |         |  |  |
|--|---------|--|--|
| CONSULTATION – FIRST NATIONS   |         |  |  |
| FIRST NATION   |         | CONCERNS IDENTIFIED AND MEASURES TO ADDRESS  |  |
| First Nations consultation complete?   | Yes.    | FN communications were open, and all concerns were addressed in this prescription. First Nation information sharing was approved by the Cascades Resource District Manager October 21, 2021. |  |
| CONSULTATION – GENERAL   |         |  |  |
| Completed by Cascades Resource District.   |         |  |  |
| EXISTING TENURE HOLDERS (Forest, Range, Guide Outfitters, Trappers)                                    |         |  |  |
| Tenure Holder  | Concern | Measures proposed to address licensee's concerns   |  |
| Forest: Vermilion Forks Community Forest Corporation, Community Forest License                         | No      |  |  |
| Range Tenure: Barrington Ranch Ltd.  | Yes     | No   |  |
| Range Pasture: Lind  | Yes     | No   |  |
| Guides: Colton Wabnegger   | Yes     | No   |  |
| Traplines: 92941 and 92942   | Yes     | No   |  |
| PRIVATE PROPERTY   |         |  |  |
| Does private property border the proposed treatment area?  | Yes     |  | There is minimal risk to private property from small hand piles if they are disposed of in fall/winter burning conditions.   |
| SMOKE MANAGEMENT   |         |  |  |
| Does a smoke management plan exist for the proposed treatment area?                                    |         | No   |  |
| SAFETY   |         |  |  |
| Have any specific safety concerns been identified in or adjacent to the proposed treatment area?       | Yes     |  | Steep slope in the western end of SU 1 may not be treatable and is a safety concern for crews. Pre-work will identify and determine if crews can safely work the area. Also, a major highway cuts through the treatment area in the west end. Parking and walking across highway are two issues that will also be discussed at the pre-work and safe work procedures developed to avoid risks. |
| UTILITIES  |         |  |  |
| Are utilities located in or adjacent to the proposed treatment area? i.e. power lines, gas lines, etc. | Yes     |  | No work permitted within the powerline right of way.   |

| ACCESS CONTROL  |  |    |   |
|---|--|----|---|
| Are there any foreseen issues with access and access control during and post treatment? |  | No | Current access is not suitable for 4x4 pickup travel due to very rough running surface and very constricted corners. Road will be smoothed, and corners widened just enough to permit safe travel for pickups. Once treatments are complete, the road will be cross ditched and grass seeded as appropriate to safeguard it from erosion and invasive weeds. Road surface will be used as a place to pile/dispose of fuel to minimize damage to residual stand. |
| TRAFFIC CONTROL   |  |    |   |
| Is traffic control required at any point during operations?                             |  | No |   |
| OTHER (e.g. Public Notification)  |  |    |   |

| H. STAND AND STOCK TABLE – SU 1   |                                  |                         |                         |     |       |   |     |       |            |
|-----------------------------------|----------------------------------|-------------------------|-------------------------|-----|-------|---|-----|-------|------------|
| Species and Diameter Class        | Average Crown to Base Height (m) | Average Tree Height (m) | STEMS PER HECTARE (sph) |     |       | VOLUME PER HECTARE (m <sup>3</sup> /ha) |     |       | Basal Area |
|                                   |                                  |                         | Existing                | Cut | Leave | Existing                                | Cut | Leave |            |
| Layer 1 (≥ 12.5 cm dbh)           |                                  |                         |                         |     |       |   |     |       |            |
| Fdi                               | 5.27                             | 19.33                   | 418                     | 0   | 418   |   |     |       |            |
| Pli                               |                                  | 18.37                   | 18                      | 0   | 18    |   |     |       |            |
| Py                                |                                  | 23.02                   | 18                      | 0   | 18    |   |     |       |            |
| Sx                                |                                  | 25.80                   | 3                       | 0   | 3     |   |     |       |            |
| Ep                                |                                  | 11.1                    | 6                       | 0   | 6     |   |     |       |            |
| Total Dead Potential              | Fdi                              |                         | 37                      | 37  | 0     |   |     |       |            |
| Total Live                        |                                  |                         | 463                     | 0   | 463   |   |     |       |            |
| Total Layer - All Species         |                                  |                         | 500                     | 37  | 463   |   |     |       | 21.18      |
| Total Layer - Conifers Only       |                                  |                         | 494                     | 37  | 457   |   |     |       |            |
| Layer 2 (≥ 7.5 - 12.5cm dbh)      |                                  |                         |                         |     |       |   |     |       |            |
| Fdi                               | 2.48                             | 7.6                     | 213                     | 150 | 63    |   |     |       |            |
| Pli                               |                                  |                         | 3                       | 3   | 0     |   |     |       |            |
| Py                                |                                  |                         | 3                       | 0   | 3     |   |     |       |            |
| At                                | 10 (est.)                        | 20.0                    | 3                       | 0   | 3     |   |     |       |            |
| Ep                                |                                  |                         | 6                       | 0   | 6     |   |     |       |            |
| Total Dead Potential              | Fdi                              |                         | 39                      | 39  | 0     |   |     |       |            |
| Total Live                        |                                  |                         | 228                     | 153 | 75    |   |     |       |            |
| Total Layer 2 - All Species       |                                  |                         | 267                     | 192 | 75    |   |     |       |            |
| Total Layer 2 - Conifers Only     |                                  |                         | 219                     | 153 | 66    |   |     |       |            |
| Layer 3 (≥ 1.3m tall - 7.5cm dbh) |                                  |                         |                         |     |       |   |     |       |            |
| Fdi                               | 0                                | 3.95                    | 500                     | 389 | 111   |   |     |       |            |
| Pli                               | 0                                | 1.5                     | 5                       | 5   | 0     |   |     |       |            |
| Py                                | 0                                | 1.8                     | 8                       | 0   | 8     |   |     |       |            |
| Sx                                | 0                                | 2.85                    | 5                       | 0   | 5     |   |     |       |            |
| Ep                                | 0                                | 4.5                     | 10                      | 0   | 10    |   |     |       |            |



|   |  |   |            |  |     |     |  |  |  |
|---|--|---|------------|--|-----|-----|--|--|--|
|   | At   | 0 | 1.35       | 3  | 0   | 3   |  |  |  |
| Total Layer 3 - All Species                                     |  |   |            | 531  | 394 | 137 |  |  |  |
| Total Layer 3 - Conifers  |  |   |            | 518  | 394 | 124 |  |  |  |
| Layer 4 (<1.3m tall)  |  |   |            |  |     |     |  |  |  |
|   | Fdi  | 0 | 0.57       | 929  | 782 | 147 |  |  |  |
|   | Py   | 0 | 0.5 (est.) | 3  | 0   | 3   |  |  |  |
|   | At   | 0 | 1.0        | 8  | 0   | 8   |  |  |  |
| Total Layer 4 - All Species                                     |  |   |            | 940  | 782 | 158 |  |  |  |
| Total Layer 4 - Conifers  |  |   |            | 932  | 782 | 150 |  |  |  |
| * Add additional diameter classes if required                   |  |   |            |  |     |     |  |  |  |
| </= 7.0cm in diameter SURFACE FUEL LOADING (kg/m <sup>2</sup> ) | Existing Distribution: 1.07  |   |            | Target Distribution: 0.5                   |     |     |  |  |  |
|   | Method used to measure: Method used to measure: The Photoload Sampling Technique: Estimating Surface Fuel Loadings From Downward-Looking Photographs of Synthetic Fuelbeds, Robert E. Keane and Laura J. Dickinson, USDA- Forest Service Rocky Mountain Research Station, General Technical Report RMRS-GTR-190, April 1, 2007. Twenty-eight - 5.64m fixed radius plots were established on a 100m x 100m grid. Representative 1 hour, 10 hour and 100 hour Photoload sequences for each plot were added to arrive at the fuel loading for each plot. Plot fuel loadings were averaged for the SU.   |   |            |  |     |     |  |  |  |
| >7.0cm in diameter SURFACE FUEL LOADING (kg/m <sup>2</sup> )    | Existing Distribution: 6.24  |   |            | Target Distribution: 1.248 (80% reduction) |     |     |  |  |  |
|   | Method used to measure: 38- 5.64m fixed radius plots were established on a 100m x 100m grid. For all plots, all slash in the plot that was 7 cm or more in diameter was measured for average diameter and total length. The volume of each piece of slash was calculated as a cylinder and expressed in cubic meters (branches on pieces were ignored). This was then multiplied by the specific gravity of Fdi wood (450 kg/m <sup>3</sup> ) to find the weight in kg. The weight of all pieces of fuel in the plot was summed. The total weight of all fuel in all plots was then divided by the number of plots in the stratum and then multiplied by the plot multiplier of 100. This result was then divided by 10,000m <sup>2</sup> /ha to arrive at the fuel loading in kg/m <sup>2</sup> . |   |            |  |     |     |  |  |  |
| Crown Closure (%)   | Existing: 77   |   |            | Target: 67                                 |     |     |  |  |  |

| H. STAND AND STOCK TABLE – SU 2               |                                  |                         |                         |      |       |   |     |       |            |
|---|----------------------------------|-------------------------|-------------------------|------|-------|---|-----|-------|------------|
| Species and Diameter Class                    | Average Crown to Base Height (m) | Average Tree Height (m) | STEMS PER HECTARE (sph) |      |       | VOLUME PER HECTARE (m <sup>3</sup> /ha) |     |       | Basal Area |
|   |                                  |                         | Existing                | Cut  | Leave | Existing                                | Cut | Leave |            |
| Layer 1 (≥ 12.5 cm dbh)                       |                                  |                         |                         |      |       |   |     |       |            |
| Fdi   | 4.55                             | 19.89                   | 336                     | 0    | 336   |   |     |       |            |
| Pli   |                                  | 16.53                   | 86                      | 0    | 86    |   |     |       |            |
| Py  |                                  | 19.38                   | 25                      | 0    | 25    |   |     |       |            |
| Sx  |                                  | 23.20                   | 4                       | 0    | 4     |   |     |       |            |
| Ep  |                                  | 17.10                   | 7                       | 0    | 7     |   |     |       |            |
| At  |                                  | 17.60                   | 7                       | 0    | 7     |   |     |       |            |
| Total Dead Potential                          | All species                      |                         | 78                      | 78   | 0     |   |     |       |            |
| Total Live                                    |                                  |                         | 465                     | 0    | 465   |   |     |       |            |
| Total Layer - All Species                     |                                  |                         | 543                     | 78   | 465   |   |     |       | 21.61      |
| Total Layer - Conifers Only                   |                                  |                         | 451                     | 78   | 451   |   |     |       |            |
| Layer 2 (≥ 7.5 - 12.5cm dbh)                  |                                  |                         |                         |      |       |   |     |       |            |
| Fdi   | 3.50                             | 9.93                    | 304                     | 200  | 104   |   |     |       |            |
| Pli   | 4.0 (est.)                       | 12.47                   | 161                     | 93   | 68    |   |     |       |            |
| Py  | -                                | 5.80                    | 4                       | 0    | 4     |   |     |       |            |
| Ep  | -                                | -                       | 4                       | 0    | 4     |   |     |       |            |
| Total Dead Potential                          | All                              |                         | 46                      | 46   | 0     |   |     |       |            |
| Total Live                                    |                                  |                         | 473                     | 293  | 180   |   |     |       |            |
| Total Layer 2 - All Species                   |                                  |                         | 519                     | 339  | 180   |   |     |       |            |
| Total Layer 2 - Conifers Only                 |                                  |                         | 469                     |      | 176   |   |     |       |            |
| Layer 3 (≥ 1.3m tall - 7.5cm dbh)             |                                  |                         |                         |      |       |   |     |       |            |
| Fdi   | 0                                | 3.69                    | 1057                    | 871  | 186   |   |     |       |            |
| Pli   | 0                                | 6.85                    | 139                     | 121  | 18    |   |     |       |            |
| Py  | 0                                | 3.30                    | 4                       | 0    | 4     |   |     |       |            |
| At  | 0                                | 3.35                    | 71                      | 0    | 71    |   |     |       |            |
| Total Layer 3 - All Species                   |                                  |                         | 1271                    | 992  | 279   |   |     |       |            |
| Total Layer 3 - Conifers                      |                                  |                         | 1200                    | 992  | 208   |   |     |       |            |
| Layer 4 (<1.3m tall)                          |                                  |                         |                         |      |       |   |     |       |            |
| Fdi   | 0                                | 0.42                    | 2129                    | 2129 | 0     |   |     |       |            |
| Pli   | 0                                | 0.12                    | 7                       | 7    | 0     |   |     |       |            |
| At  | 0                                | 0.72                    | 293                     | 0    | 293   |   |     |       |            |
| Total Layer 4 - All Species                   |                                  |                         | 2429                    | 2136 | 293   |   |     |       |            |
| Total Layer 4 - Conifers                      |                                  |                         | 2136                    | 2136 | 0     |   |     |       |            |
| * Add additional diameter classes if required |                                  |                         |                         |      |       |   |     |       |            |

|  |   |   |
|--|---|---|
| </= 7.0cm in diameter SURFACE FUEL LOADING (kg/m <sup>2</sup> )  | Existing Distribution: 1.40   | Target Distribution: 0.5                  |
|  | Method used to measure: The Photoload Sampling Technique: Estimating Surface Fuel Loadings From Downward-Looking Photographs of Synthetic Fuelbeds, Robert E. Keane and Laura J. Dickinson, USDA- Forest Service Rocky Mountain Research Station, General Technical Report RMRS-GTR-190, April 1, 2007. Twenty eight - 5.64m fixed radius plots were established on a 100m x 100m grid. Representative 1 hour, 10 hour and 100 hour Photoload sequences for each plot were added to arrive at the fuel loading for each plot. Plot fuel loadings were averaged for the SU.  |   |
| >7.0cm in diameter SURFACE FUEL LOADING (kg/m <sup>2</sup> )   | Existing Distribution: 3.20   | Target Distribution: 0.64 (80% reduction) |
|  | Method used to measure: 28- 5.64m fixed radius plots were established on a 100m x 100m grid. For all plots, all slash in the plot that was 7cm or more in diameter was measured for average diameter and total length. The volume of each piece of slash was calculated as a cylinder and expressed in cubic meters (branches on pieces were ignored). This was then multiplied by the specific gravity of Fdi wood (450 kg/m <sup>3</sup> ) to find the weight in kg. The weight of all pieces of fuel in the plot was summed. The total weight of all fuel in all plots was then divided by the number of plots in the stratum and then multiplied by the plot multiplier of 100. This result was then divided by 10,000m <sup>2</sup> /ha to arrive at the fuel loading in kg/m <sup>2</sup> . |   |
| Crown Closure (%)  | Existing: 82  | Target: 65                                |
|  |   |   |
| COARSE WOODY DEBRIS (CWD) RETENTION TARGET - sph and Distribution  | SU 1 and SU 2 - Retain all downed woody debris 30cm diameter or larger. Retain all decomposing wood that cannot be easily lifted off the forest floor in one piece.   |   |
| WILDLIFE TREE RETENTION TARGET   | SU 1 and SU 2 - Retain all standing dead wildlife trees (30cm DBH or larger) with appropriate safety buffer.  |   |
| FOREST HEALTH- Should include sections such as agent, affected species, incidence rating, mortality, and targets | SU 1 and SU 2 - It is anticipated that there will be endemic levels of all pathogens and insects after treatment. Treatment specifications for layers 2 and 3 will target cutting trees with poor phenotypes (poor form, poor vigor, stem defects/damage) and obvious pathogens (mistletoe and mountain pine beetle). Phellinus root rot centers will be left untreated.  |   |

| TREATMENT SPECIFICATIONS SUMMARY  |  |
|---|--|
| SU  | TREE REMOVAL/RETENTION STRATEGY BY SIZE/SPECIES<br>(Summarize specifications identified in table above)  |
| 1 and 2   | <p><u>Layer 1</u> – do not cut any living layer 1 trees. Cut all dead layer 1 trees unless the dead tree is 30cm DBH or larger in which case it will be reserved as a potential wildlife tree – this includes stubs. Prune all layer 1 trees to 3m as measured from the point of germination.</p> <p><u>Layer 2, 3, 4</u> – SU 1 Target inter-tree distance is 4.38m. SU 2 Target inter-tree distance is 3.40m. SU 1 and 2 minimum inter-tree distance is 1.6m. Cut all layer 2, 3 and 4 trees unless cutting a tree will create a void; a void is defined as an opening greater than 8.8m in diameter in SU 1 and 6.8m in SU 2. Cut all poor phenotypes (poor form, poor vigor, stem defects/damage) and obvious pathogens (mistletoe and mountain pine beetle). Choose crop trees that have as many of the following traits as possible: tall, straight, large diameter, full crowns, healthy foliage and good form and vigor. Do not leave crop trees under the drip line of taller crop trees, especially layer 1 trees and veteran trees. All Py, Sx, At and Ep are reserved from cutting. Favor Py as a crop tree in all layers.</p> |
| <b>I. TREATMENT DESCRIPTION</b>   |  |
| MERCHANTABLE TIMBER HARVEST   |  |
| ROADS, LANDINGS AND TRAILS: N/A   |  |
| FELLING: N/A  |  |
| YARDING/SKIDDING: N/A   |  |
| LOADING AND HAULING: N/A  |  |
| SLASH DISPOSAL: N/A   |  |
| SITE DISTURBANCE: N/A   |  |
| SPECIAL MEASURES: N/A   |  |
| <b>STAND MODIFICATION TREATMENTS</b>  |  |
| <p>MERCHANTABLE TIMBER UTILIZATION: Was commercial timber harvest considered? Yes<br/>                     If commercial timber harvest not prescribed, explain: Treatment area has pyrol climax old growth Fdi and Py, steep slopes and High risk of soil displacement making it unsuitable for conventional harvesting methods. Treatment area orientation and layout is specifically designed for wildfire suppression activities and not harvesting.</p>  |  |
| BRUSHING: N/A   |  |
| PRUNING: Prune all layers to 3m or 50% live crown, whichever is less.   |  |
| <p>THINNING: SU 1: TSS = 600/ha all layers, MITD=1.6m. TITD=4.38m. Reserve all Layer 1 trees. Focus cutting on layer 2 and 3. Layer 4 will be significantly damaged by felling, piling and burning; cut remaining layer 4 trees not required to meet target stocking standard. SU 2: TSS = 1000/ha all layers, MITD=1.6m TITD=3.40m. Focus cutting on layer 2 and 3. Layer 4 will be significantly damaged by felling, piling and burning; cut remaining layer 4 trees not required to meet target stocking standard.</p> |  |
| DEBRIS PILING: Hand and/or mechanical pile thinning and pruning debris in openings to avoid burning damage to residual stand. Do not pile underneath tree crowns.   |  |
| PILE BURNING: Burn in fall/winter when Fire Danger Rating is Low.   |  |
| MULCHING: N/A   |  |
| MASTICATION: N/A  |  |
| GRINDING: N/A   |  |
| PRESCRIBED FIRE: Not contemplated in this prescription but needs to be considered in future to keep fuel loading low.   |  |
| PLANTING: N/A   |  |
| OTHER: N/A  |  |
| <b>AUTHORIZATION AND TIMBER TENURE</b>  |  |
| FRPA Section 52: Authorized under FRPA section 52 1(b), October 22, 2021, by Cascades Resource District Manager.  |  |
| Forestry Licence to Cut (FLTC): N/A   |  |
| Park Use Permit: N/A  |  |

Road Permit or Road Use Permit: N/A

Other (i.e. local government, utilities, etc.): N/A

**J. POST TREATMENT**

**EXPECTED VEGETATION RESPONSE:** Expect some instability in previously dense layer 2 Fdi trees, which will take several years to become windfirm. Tree layer will generally improve in vigor across the treatment area. Expect full consumption of herb/shrub layer underneath piles where conditions will then be favorable for seed bank to release and for seeding from above to occur. Existing herb/grass/shrub layer will recover from falling disturbance and generally improve in vigor, cover and abundance over time.

**ADDITIONAL TREATMENTS OR MAINTENANCE:** Consider implementing low intensity broadcast burn in 5 years to remove fine fuels.

**SILVICULTURE OBLIGATIONS:** Do silvicultural obligations apply to the treatment area? No.

**PLANTING:** Is planting a treatment identified in this prescription or required as a legislative obligation? No.

**STOCKING STANDARDS:**

| TU   | Stocking Standard ID | Pref. Spp. | Acc. Spp. | Well-Spaced Stem/ha |              |       |      | Minimum Height (m) |                                |         | Regen Delay | Free Growing (years) |
|------|----------------------|------------|-----------|---------------------|--------------|-------|------|--------------------|--------------------------------|---------|-------------|----------------------|
|      |                      |            |           | TSS                 | MSS          |       | MITD | PI                 | Others                         | RTH (%) |             |                      |
|      |                      |            |           |                     | Pref. & Acc. | Pref. |      |                    |                                |         |             |                      |
| SU 1 | 1038184              | Fdi Py     | -         | 300                 | 150          | 150   | 0.0m | -                  | 0.6                            | 125     | N/A         | N/A                  |
|      |                      |            |           | 400                 | 200          | 200   | 1.6m |                    |                                |         |             |                      |
|      |                      |            |           | 500                 | 300          | 300   | 1.6m |                    |                                |         |             |                      |
|      |                      |            |           | 600                 | 400          | 400   | 1.6m |                    |                                |         |             |                      |
| SU 2 | 1038168              | Fdi Pli Py | At Sx Lw  | 400                 | 200          | 200   | 0.0m | Pli 1.0            | At 1.0<br>Fdi 0.8<br>Py Sx 0.6 | 125     | N/A         | N/A                  |
|      |                      |            |           | 600                 | 300          | 250   | 1.6m |                    |                                |         |             |                      |
|      |                      |            |           | 800                 | 400          | 300   | 1.6m |                    |                                |         |             |                      |
|      |                      |            |           | 1000                | 500          | 400   | 1.6m |                    |                                |         |             |                      |

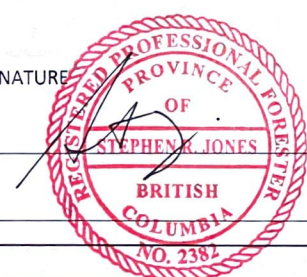
**L. ADMINISTRATION**

**PREPARATION**

FOREST PROFESSIONAL NAME (Printed)

Stephen Jones, RPF

FOREST PROFESSIONAL SIGNATURE



MEMBER NUMBER 2382

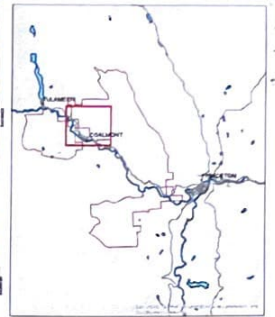
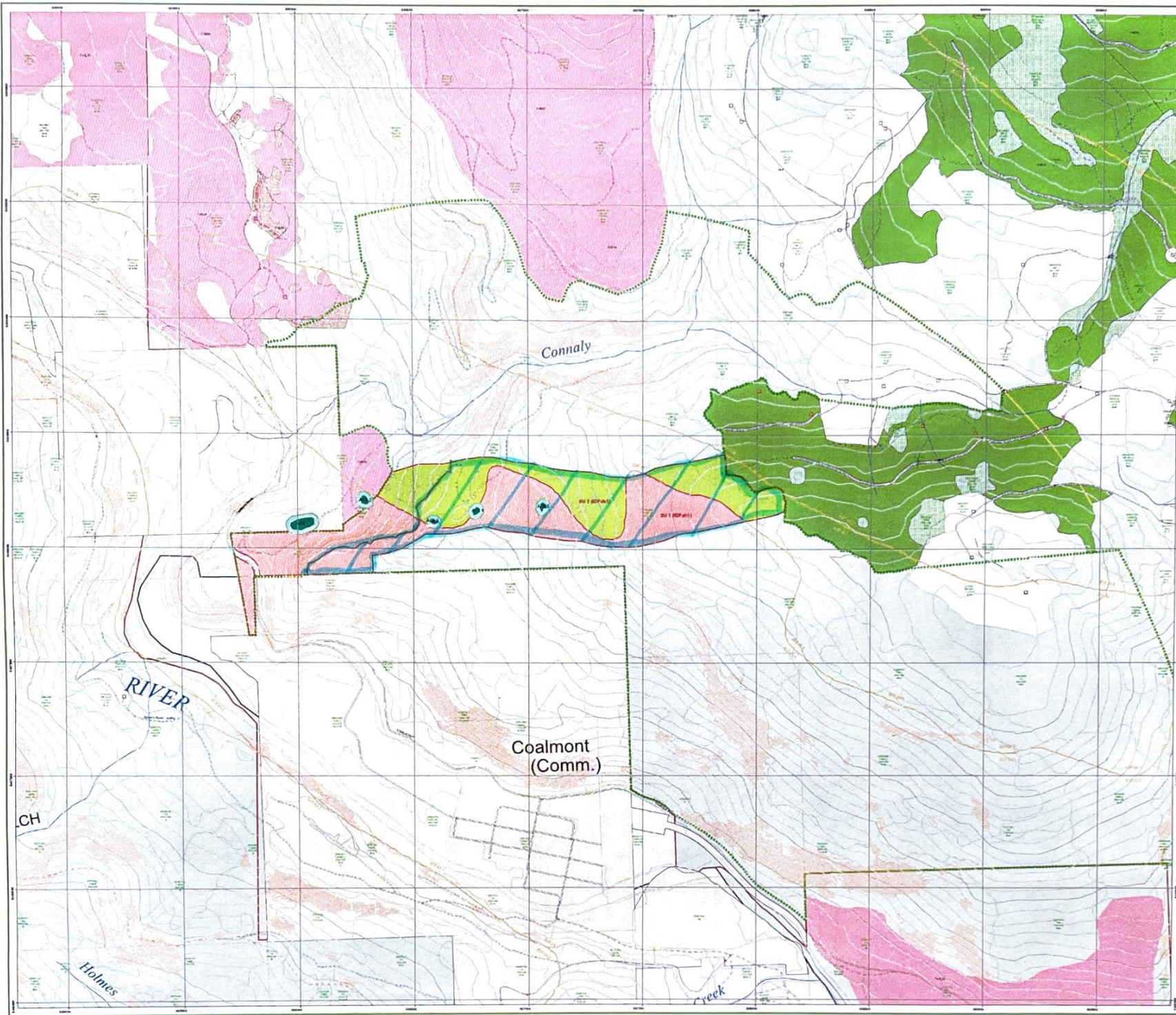
DATE: October 25, 2021.

**M. ATTACHMENTS**

|   |     |                          |    |
|---|-----|--------------------------|----|
| MAPS:   | Yes | FIELD DATA CARDS:        | No |
| WUI WTA Plots and Photos:   | No  | CRUISE DATA:             | No |
| AIR PHOTOS/IMAGERY:   | No  | BURN PLAN:               | No |
| MODELING/DATA ANALYSIS:   | No  | OTHER:                   | No |
| BROWNS TRANSECT:  | No  |                          |    |
| TERRAIN STABILITY ASSESSMENT  | No  | VISUAL IMPACT ASSESSMENT | No |
| Completed By:   |     | Completed By:            |    |
| Date:   |     | Date:                    |    |
| ARCHAEOLOGY IMPACT ASSESSMENT   | Yes | BIOLOGIST ASSESSMENT     | No |
| Completed By: Upper Similkameen Indian Band Archaeologist M. Harris, MA RPA |     | Completed By: N/A        |    |
| Date: August 23, 2021.  |     | Date: N/A                |    |

**ADDITIONAL COMMENTS:** Stay in communication with Upper Similkameen Indian Band so that archeological resources can be effectively protected as per archeology report.

## Exhibit C – Treatment Area (Map)



**Weyerhaeuser**

**Fuel Management  
Prescription Map  
Vermilion Forks  
Community Forest Licence  
WRR Project RX000034**

Potential Fuel Treatment area (46.1 ha)  
 SU1 EPM1 37.8 ha  
 SU2 EPM1 26.3 ha

- Adhesive A-CI polygon
- Adhesive A-CI Buffer (25m)
- Priority Area
- VFR (2025)
- Interpretive Complex Classification
- Shore Range 40+
- Potential Block
- Harvested Block - HCR
- Harvested Block - CR
- Harvested Block - CS
- Harvested Block - CS2
- Harvested Carbon Intensity
- Vermilion Forks CFI
- Weyerhaeuser's Operating Area
- Lakes and Rivers
- Subways
- Private Land and Inland Reserves
- Streams - Fish Bearing
- Streams - Non-Fish Bearing
- Non-Classified Drainage
- Transmission Lines
- Pipe Lines
- Railways
- Paved Road
- Main Road Gravel Road
- Branch Road
- New Branch Road - Temporary
- New Road
- New Road - Temporary
- Old Road
- Old Road - Temporary
- Trail
- Trail - Temporary
- Mine Road
- Mine Road - Temporary
- Proposed Roads

RFP Area to Treat  
48.5 ha  
 44.0

Date: 11/24/2021  
 Scale: 1:5,000  
 Projection: UTM, Zone 10  
 Datum: NAD83  
 H:\Data\merr\merr\WRR\_map\_Prescription\_Oct14\_21.mxd

## Exhibit D Non-Replaceable Services Agreement



## NON-REPLACEABLE SERVICES AGREEMENT

THIS AGREEMENT dated is between:

**WEYERHAEUSER COMPANY LIMITED**, a body corporate, pursuant to the laws of Canada, having an address at PO Box 550, 201 Old Hedley Road, Princeton, B.C., V0X 1W0

("Company")

AND

("Contractor")

### BACKGROUND

The Parties wish to enter into this Agreement for the provision of services by the Contractor to the Company as described below.

### AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

## PART 1

### INTERPRETATION AND DURATION

1.1 **Scope and Amendment.** This Agreement is comprised of these General Terms and Conditions and

- (a) Schedule I: Part I "Rates"
- (b) Schedule I: Part II "Site Plan(s)"
- (c) Schedule I: Part III "Standards"
- (d) Schedule I: Part IV "Contractual Obligations" (N/A)
- (e) Schedule 1: Part V "Planting Field Guidelines 2021" (N/A)
- (f) Schedule III: "Log Hauling Agreement" (N/A)
- (g) Schedule IV: "Substance Impairment Guidelines"

Except for the Rates, the Company may, from time to time, by written notice to the Contractor and subject to this Agreement, make reasonable changes to any or add Schedule(s) to accommodate changing practices or unforeseen circumstances.

1.2 **Definitions.** A term used in this Agreement and defined in the Forest Legislation will have the meaning given to it in those enactments, as amended from time to time, unless that term is otherwise defined in this Agreement. In this Agreement, the following words and phrases will have the following meanings:

- (a) **"Agreement"** means this Agreement and all Schedule(s) to this Agreement as amended from time to time in writing by both Parties;
- (b) **"Confidential Information"** has the meaning given in Section 16.1;
- (c) **"Environmental Laws"** means any British Columbia or federal statute, regulation, bylaw, judgment, decree, order, injunction, rule, guideline or ordinance regulating the protection of the natural environment and includes, without limitation, the *Drinking Water Protection Act*, the *Forest and Range Practices Act*, the *Environmental Management Act*, and the *Water Protection Act* of British Columbia and the *Canadian Environmental Protection Act*, *Fisheries Act* and *Species at Risk Act* of Canada, and all regulations made under these statutes, and all lawful directions of governmental authorities and with the Company's reasonable directions for the protection of the environment;
- (d) **"Forest Legislation"** means the *Forest Act*, the *Forest Practices Code of British Columbia Act*, the *Forest and Range Practices Act*, the *Wildfire Act*, and all regulations under those statutes, all as amended, restated, consolidated, supplemented or replaced from time to time;
- (e) **"Force Majeure"** means an event beyond the control of a Party and includes flood, fire, pandemic, explosion, war, strike, lockout, labour unrest, changes in markets or breakdown;
- (f) **"General Terms and Conditions"** means this Agreement excluding any Schedules;

- (g) “**Holdback**” has the meaning given in Section 7.5;
- (h) “**Licence**” means the agreements under Part 3 of the *Forest Act* whereby the Company has the right to harvest Timber as described in Schedule I and includes all ancillary documents such as cutting permits and relevant Operating Specifications;
- (i) “**Ministry**” means the Ministry of Forests, Lands, Natural Resource Operations and Rural Development of the Province of British Columbia or any successor ministry or ministries with jurisdiction to administer and enforce the *Forest Act*;
- (j) “**OHS Regulation**” means the Occupational Health and Safety Regulation made pursuant to the *Workers Compensation Act*, as amended, restated, consolidated, supplemented or replaced from time to time;
- (k) “**Operating Specifications**” means the operating specifications described in Schedule I, the General Terms and Conditions, and any plans prepared by or on behalf of the Company for the purposes of carrying out forest operations and includes any plans required under the Forest Legislation including, for purposes of this Agreement, any applicable Site Plan;
- (l) “**Party**” or “**Parties**” means either or both of the Company and the Contractor and their respective successors and permitted assigns;
- (m) “**Rates**” means the Rates payable by the Company to the Contractor for services provided under this Agreement as specified in Schedule I, Part II;
- (n) “**Schedules**” means Schedule I and each of its parts, Schedule III, Schedule IV, and any additionally attached and agreed to schedule(s);
- (o) “**Site Plan**” means a site plan or silviculture prescription under Forest Legislation;
- (p) “**Suppliers**” has the meaning given in Section 2.3;
- (q) “**Term**” means the duration of this Agreement as described in Section 1.3;
- (r) “**Timber**” means trees, whether standing, fallen, living, dead, limbed, bucked or peeled and includes any logs produced therefrom;
- (s) “**Work**” has the meaning given to it in Schedule I and each of its parts;
- (t) “**Worker’s Compensation Act**” means the *Worker’s Compensation Act* of British Columbia R.S.B.C. 2019, c.1; as amended, restated, consolidated, supplemented or replaced from time to time.

1.3 **Term.** The Term of this Agreement will commence on the date first referenced above and, unless terminated earlier in accordance with this Agreement, will end on.

## PART 2

### CONTRACTOR SERVICES AND COMPANY OBLIGATIONS

2.1 **Services of Contractor.** The Contractor will provide all equipment, materials, supplies, labour, supervision and accommodation necessary to perform, and will perform, the Work at the Rates as and when the Company may direct. The Contractor will perform the Work diligently, in a workmanlike manner and in accordance with the best modern practices used in the region in which the Work is done. The Contractor will, at its own expense, obtain all permits and licences necessary to perform the Work, other than cutting permits and road permits under the Licence and the *Forest Act*.

2.2 **Compliance.** The Contractor will perform the Work, and will ensure that its subcontractors, agents and employees perform the Work, in accordance with:

- (a) the Company’s Operating Specifications;
- (b) all lawful directions, guidelines and other requirements of the Ministry and other government agencies;
- (c) lawful directions of the Company consistent with this Agreement, and the Company’s reasonable production and performance schedules,
- (d) the *Workers Compensation Act* and regulations including, without limitation, the OHS Regulation;
- (e) the Forest Legislation;
- (f) the Environmental Laws; and
- (g) all other federal, provincial, regional and municipal laws, by-laws, rules and regulations.

**2.3 Environmental Compliance.** Without limiting the application of Section 2.2, the Contractor will ensure that the Work is at all times performed in compliance with all applicable Environmental Laws and the current standards of the Sustainable Forestry Initiative® (“SFI®”), and will

- (a) ensure understanding and compliance by the Contractor’s employees, subcontractors, and other representatives and, to the extent under the control or direction of the Contractor, persons who are suppliers of goods or services to the Contractor (“**Suppliers**”), with the Environmental Laws relevant to each job function to be performed by any of them;
- (b) ensure that all persons performing Work are properly trained to do their Work in compliance with all applicable Environmental Laws and SFI® Standards, and in a manner that minimizes the impact on water, soil, air and wildlife resources, and
- (c) document the training received by such persons and share the same with the Company upon request.

The Company may at any time audit or assess the Contractor’s operations for purposes of any environmental or forest practices audit of performance under this Agreement. The Contractor will co-operate fully with any such audit or assessment, including permitting the Company to examine and make copies of any documents or records relating to the Work, to interview the Contractor’s employees, subcontractors and other representatives and Suppliers, and to take such steps as the Company deems necessary to carry out such audit or assessment.

**2.4 Safety.** Contractor acknowledges that worker safety is of paramount importance and constitutes a core value of Contractor’s business to be adhered to in all aspects of the Work. Specifically, Contractor recognizes that the safety of Contractor’s employees, Subcontractors and all other persons who may be present from time to time in the vicinity of the Work depend on the Contractor and Subcontractors safely performing the Work at all times. Contractor accepts responsibility for safe Work. Without limiting the application of Sections 2.2 and 2.3, in its performance of any Services under this Agreement, the Contractor will:

- (a) unless excepted by Section 4.7, adhere to the requirements for “SAFE Company” certification contemplated in Section 4.7;
- (b) comply with all applicable occupational health and safety laws and regulations and, without limitation, with all of the Contractor’s obligations and duties as an employer, owner and prime contractor, as the case may be, that arise under the *Workers Compensation Act* and the OHS Regulation in connection with the Contractor’s performance of the Work;
- (c) prepare for and review with the Company an annual safety plan (“Safety Plan”) that describes the standard practices and procedures to be implemented by the Contractor, its employees, and Subcontractors to ensure that all Work is performed in a safe manner. The Contractor shall have discretion over the content and details of its Contractor Safety Program, but warrants that the program will ensure that all Work is performed in a safe manner and in compliance with Section 2.4(b). Contractor will revise and update its Contractor Safety Program from time to time as needed to address new or changing risks faced by Contractor, changes in technology, and any safety assessment, investigation, report, or review;
- (d) upon request, provide the Company with a written description of the Contractor’s Safety Plan, and evidence satisfactory to the Company of the Contractor’s compliance with Section 2.4(b);
- (e) ensure that each of the Contractor’s employees, subcontractors and other representatives and Suppliers have the job qualifications and training required under the *Workers Compensation Act* for their job responsibilities prior to performing services in relation to the Work and, upon request, provide evidence satisfactory to the Company of such qualifications and training;
- (f) immediately notify the Company of any accident or incident that results in or appears likely to result in an injury or fatality in relation to the provision of the Work;
- (g) report and complete a full investigation on all incidents involving personal injury, property damage, near mishaps or hazards having a reasonable potential to cause hospitalization, serious injury or death, and provide such reports to the Company;
- (h) report hazards and near misses that have the potential for becoming incidents or contributing factors for future incidents within the operation;
- (i) immediately provide the Company with a copy of any incident investigation report, inspection report, or order made under the *Workers Compensation Act* in relation to any operations, equipment or workplace used in relation to any Work; and
- (j) at any multiple-employer workplace where the Contractor is not the prime contractor, comply with all reasonable and lawful directions given to the Contractor by the Company or any third party that the Company has designated as the prime contractor for that multiple-employer workplace.

The Company reserves the right to independently investigate incidents involving death or serious injury.

For purposes of this Section 2.4 and Section 2.5 immediately following, the terms “employer”, “owner”, “prime contractor”, “workplace” and “multiple-employer workplace” have the definitions given to these respective terms under Section 13 of the *Workers Compensation Act*.

2.5 **Prime Contractor and Workplace.** Without limiting the Contractor's obligations under Section 2.2(d), the Contractor unconditionally agrees to become the "prime contractor" for the purposes of Part 2 of the *Workers Compensation Act* on behalf of the Company in respect of those operations that constitute multiple-employer workplaces for so long as this Agreement is in effect, or until the Company notifies the Contractor in writing that the Contractor is not the prime contractor in relation to a multiple-employer workplace.. The Contractor represents to the Company that it has reviewed, and is familiar with, the *Workers Compensation Act* and the OHS Regulation made pursuant to that Act, and that it is qualified to serve as the "prime contractor" in respect of the workplaces as contemplated in the OHS Regulation.

2.6 **Investigations and Contraventions.** The Contractor will advise the Company of any investigations by, or notices from, any government authority concerning the Work and of any offences or contraventions the Contractor may have committed including contraventions or offences under the Forest Legislation, the Environmental Laws, the *Workers Compensation Act*, and other laws of British Columbia or Canada whether committed while performing Work under this Agreement or otherwise.

2.7 **Company Obligations.** Prior to the Contractor commencing any Work, the Company will provide the Contractor with copies of:

- (a) any relevant Operating Specifications;
- (b) the SFI® standards applicable to the Work; and
- (c) any other plans, maps or information reasonably required by the Contractor to perform the Work.

2.8 **Force Majeure.** The failure of either Party to perform any term of this Agreement due to an event of Force Majeure will not be a default under this Agreement. The Party affected by an event of Force Majeure will immediately notify the other Party and will take all reasonable steps to minimize the extent and duration of the event. The burden of proving that an event of Force Majeure has prevented performance of an obligation under this Agreement is upon the Party claiming the benefit of this provision.

2.9 **First Nations.** Contractor recognizes the Company's determination to build and expand long term, successful relationships with First Nation communities who are affected by the Company's operations in the region in which the Work is done. The Company is endeavoring to include and use the skills and knowledge of First Nation while making business opportunities known and available. The Contractor shall endeavor to work with First Nation communities to increase and support, through employment, training, and contracting opportunities, their participation in the Work.

### PART 3

#### CURTAILMENT, SUSPENSION AND WORK ADJUSTMENT

3.1 **Suspension.** The Contractor will suspend its operations under this Agreement when directed by the Company or upon receipt of direction from any government authority.

3.2 **Adjustment to Amount of Work.** Where the Contractor has been directed to suspend its operations under this Agreement, the Company is not liable to the Contractor in respect of such suspension and is not obliged to provide the Contractor with work in substitution for Work the Contractor would have performed during such suspension.

### PART 4

#### STATUS OF CONTRACTOR AND RELATED OBLIGATIONS

4.1 **Independent Contractor.** The Contractor and any subcontractor engaged by the Contractor pursuant to this Agreement are independent contractors and not partners, employees or agents of the Company. The Contractor and any subcontractor are employers for the purposes of the *Workers Compensation Act*, the *Employment Standards Act*, the *Income Tax Act*, the *Employment Insurance Act*, and the *Canada Pension Plan* and for the purposes of any other legislation affecting employment.

4.2 **Other Work.** Subject to fulfilling the terms of this Agreement, the Contractor is free to provide services of the same or similar type as provided under this Agreement, or any other services, to any other company or individual.

4.3 **Subcontractors.** With the exception of log hauling, the Contractor will not subcontract for the Work without first obtaining the consent of the Company. The Contractor will be responsible to the Company for any acts or omissions of those subcontractors employed by the Contractor while performing the Work. The Contractor will provide the Company with copies of all contracts between the Contractor and its subcontractors upon request by the Company.

4.4 **Contractor Expenses.** The Contractor will promptly pay, and will ensure that its subcontractors promptly pay, all charges for, and assessments in respect of, labour, materials, equipment and services used or contracted for by the Contractor and its subcontractors in the performance of the Work.

4.5 **Liens.** The Contractor will pay all of its liabilities arising from its operations that might constitute a lien upon the Timber or other assets of the Company immediately upon such liabilities becoming due. If a lien is made or threatened to be made against the Timber or other assets of the Company as a result of the activities of the

Contractor or any of the Contractor's subcontractors, the Contractor will take steps and make payments, including the granting of security or payment into court, as are necessary to remove the lien or prevent the lien being made.

4.6 **Workers' Compensation.** The Contractor will be registered as an independent firm under the *Workers Compensation Act* and will, upon execution of this Agreement, provide the Company with proof of registration.

4.7 **SAFE Company.** Unless the box is checked below, the Contractor and its subcontractors will be certified as a "SAFE Company" by the BC Forest Safety Council, and will maintain such certification over the Term, and the Contractor will immediately notify the Company if the Contractor or any subcontractor becomes uncertified for any reason.

The Contractor does not need "SAFE Company" certification but must in all other respects abide by the Safety requirements in Section 2.4.

4.8 **GST.** The Contractor will register as required under the *Excise Tax Act* for the collection and administration of the goods and services tax and will advise the Company of its GST registration number. The Contractor will immediately advise the Company of any change in the Contractor's status under the *Excise Tax Act*.

## PART 5

### TITLE, DELIVERY AND RISK

5.1 **Title.** If the Contractor is required to cut or handle Timber or seedlings under this Agreement, title to all Timber and seedlings cut or handled will be and remain with the Company and will not pass to the Contractor at any time. The Contractor will not permit or cause any security interest in the Timber or seedlings to be granted to or taken in favour of any person.

5.2 **Delivery and Risk.** If the Contractor is required to deliver Timber, the Contractor will deliver such Timber to the Company as specified in Schedule(s). All Timber delivered by the Contractor will be at the risk of the Contractor up to the time of delivery to the Company.

5.3 **Lost or Damaged Company Property.** If any Company Property is lost, wasted or destroyed as a result of the negligence or wilful act of the Contractor, the Contractor will reimburse the Company for the value of the property.

5.4 **Lost or Damaged Timber.** If any Timber is lost, wasted or destroyed as a result of the negligence or wilful act of the Contractor, the Contractor will indemnify the Company for any stumpage, royalty or penalty payable by the Company under the Licences in respect of that Timber.

## PART 6

### SCALING, STUMPAGE AND RECORDS

6.1 **Scaling and Stumpage.** The Company will:

- (a) cause any Timber delivered under this Agreement to be scaled by a qualified scaler according to law and will arrange for statements of all scaled volumes to be sent to the Contractor; and
- (b) pay all stumpage, royalties and scaling fees that may be charged concerning such Timber.

6.2 **Records.** The Contractor will keep records of any Timber produced under this Agreement in a manner and form satisfactory to the Company and will provide those records to the Company when requested.

6.3 **Marking.** Prior to removing or storing Timber, the Contractor will mark that Timber with stamp marks or other markers as may be required from time to time by the Company and the Ministry.

## PART 7

### RATES AND PAYMENT

7.1 **Rate Determination.** The Company will pay the Contractor for all Work performed to the Company's satisfaction at the Rates set out in Schedule(s).

7.2 **Payment.** The Company will make payments for Work calculated at the rate and subject to the conditions, terms and assignments made in this Agreement and Schedule(s).

7.3 **Set off.** The Company may withhold and set off against any monies due to the Contractor under this Agreement:

- (a) any amount due or accruing due to the Company from the Contractor;
- (b) the amount of any claim made or that might be made against the Company or any of its assets or by any person as a result of any act or omission of the Contractor or any of its subcontractors and, when such a claim is made, the Company may pay the amount of that claim into court on behalf of the Contractor; and

- (c) any amount that the Company may become liable for in respect of payments, assessments or deductions required to be made by the Contractor by-law, unless the Contractor provides receipted proof of payment satisfactory to the Company.

7.4 **Payment Into Court.** Any amount set off by the Company under Sections 7.3(b) or 7.3(c) may be withheld until the matter at issue is resolved or the Contractor provides receipted proof of payment, as the case may be. Where feasible, the Company may pay the amount withheld into a court of competent jurisdiction.

7.5 **Woodworker's Lien.** Despite Section 7.2, the Company will be under no obligation to make any payment to the Contractor unless and until the Contractor, if requested by the Company, has produced to the Company a receipted payroll or sheet showing payment of all wages or pay due to each of the employees or subcontractors employed on the Work and showing that all assessments and deductions required to be paid or made by the Contractor under applicable statutes or regulations have been paid or made.

## PART 8

### FOREST FIRES

8.1 **Compliance and Prevention.** The Contractor will comply with the Forest Legislation and the Company's fire preparedness plan, including reporting fires and undertaking initial fire suppression as defined in the Forest Legislation, and will take all precautions required under the Forest Legislation or by the Company or the Ministry to prevent fires. The Contractor will not start or permit any open fires except as permitted under the Forest Legislation and will take every reasonable precaution to prevent the escape of any fire.

8.2 **No Smoking Policy.** No smoking is permitted on any lands in which the Company holds an interest unless on road surface, a landing, or mineral soil. Where smoking is permitted, all cigarette ash and butts must be placed and extinguished in a disposal container.

8.4 **Fighting Fires.** The Contractor will utilize all of its labour and suitable equipment employed by it to fight all fires:

- (a) caused by the Contractor or its subcontractors anywhere on the Licence;
- (b) within any lands on which the Company holds an interest near the Work, regardless of cause; and
- (c) anywhere, when reasonably requested by the Company to do so.

8.5 **Liability for Costs.** The Contractor will be responsible for its own costs in fighting the fire, if:

- (a) a fire is caused by the Contractor, or by any person working for or engaged by the Contractor;
- (b) the Contractor, or any person working for or engaged by the Contractor, negligently permits the escape of a fire whether or not it is caused by the Contractor; or
- (c) the cause of a fire is unknown and the fire started within a cutblock on which the Contractor, or a person working for or engaged by the Contractor, has worked in the 24 hours prior to the start of the fire, or within 100 feet of where the Contractor, or a person working for or engaged by the Contractor, has worked in the 24 hours prior to the start of the fire.

In all other cases, the Company will pay the Contractor for its services in fighting the fire in accordance with the rates paid by the Ministry for wages and equipment rental for firefighting, except to the extent that the Contractor has been reimbursed for those services by the Ministry or by a third party.

8.6 **Indemnity for Company Costs.** Where the Contractor, or any person working for or engaged by the Contractor, negligently or wilfully:

- (a) causes a fire; or
- (b) permits the escape of a fire, whether or not caused by the Contractor;

the Contractor will indemnify the Company for any loss, cost or liability incurred by the Company in respect of the fire.

8.7 **Contractor Employees.** Any employee or contractor of the Contractor engaged in fighting a fire will, at all times, remain an employee or contractor of the Contractor and will not become an employee or contractor of the Company.

## PART 9

### ROADS AND IMPROVEMENTS

9.1 **Use of Roads.** The Company will obtain permits and licences required for the use of all roads and bridges necessary to perform the Work. The Contractor may use such roads and bridges for the purpose of doing the Work on the following conditions:

- (a) the use is non-exclusive;
- (b) the use is at the sole risk of the Contractor;
- (c) the Contractor will comply with the Company's directions regarding the use, including hours of use, locking of gates and closure;
- (d) the Contractor will keep roads and bridges it is using clear of debris and other obstructions resulting from the Contractor's operations;
- (e) the Contractor will place in each vehicle used by the Contractor for the Work a radio capable of monitoring and transmitting on the frequencies used by the Company and will instruct its employees and subcontractors in the proper use of those radios; and
- (f) the Contractor acknowledges that the Company has made no representation to the Contractor as to the condition of roads and bridges or as to their suitability for the Contractor's operations.

9.2 **Improvements.** Any improvements made to any assets of the Company by the Contractor are the property of the Company, unless otherwise agreed in writing by the Parties.

## PART 10

### RELEASE AND INDEMNITY

10.1 **Representations and Release.** The Contractor acknowledges that the Company has made no representations to the Contractor about the nature of the lands on which the Work is performed, the quality or quantity of Timber, the difficulty of the Work, or this Agreement generally, all of which matters have been investigated by the Contractor prior to executing this Agreement. Execution of this Agreement by the Contractor is an absolute release by Contractor of the Company from any claim that the Contractor may have in respect of those matters.

10.2 **Indemnity.** The Contractor shall indemnify and hold the Company harmless, and, at Contractor's expense, shall defend the Company from and against any and all claims, suits, losses, damages, or expenses, including attorney's and expert's fees, and judgments of every nature or description, whether caused or contributed to by the negligence of the Company or their contractors, suppliers, agents, or other person or entity to whom the Company owes an indemnification obligation, or otherwise, on account of injuries to or death of any and all persons whomsoever, including Contractor, employees of Contractor, Subcontractors and employees of the Subcontractor, and of the Company, and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the Parties, arising or growing out of, or in any manner connected with the Work or caused or occasioned, in whole or in part, by reason of or arising during the presence of the person or of the property of Contractor, Subcontractors, or their employees, upon or in proximity to the Work. Contractor expressly acknowledges that by agreeing to the terms of this Section 10.3, Contractor is agreeing to indemnify the Company for the Company's own negligence; provided, however, that nothing herein contained is to be construed as an indemnification against the sole combined negligence of the Company.

## PART 11

### INSURANCE

11.1 **Coverage and Policy.** Prior to commencing any Work, Contractor shall obtain and maintain at its sole expense during the term of this Agreement at least the following insurance coverage for operations performed by or on behalf of Contractor as identified below. Contractor shall ensure that the following minimum insurance coverage is maintained at all times and shall give the Company prompt notice of Contractor's receipt of any notice of cancellation or change in insurance coverage for Contractor and Subcontractors and shall arrange for replacement insurance without any lapse in coverage, and provide the Company with new certificates and endorsements prior to the expiration of the lapsing insurance.

All insurance (or self-insurance) provided by Contractor shall be primary, and any insurance or self-insurance of the Company or its affiliates shall be excess over any and all insurance of Contractor and Subcontractors.

Contractor shall ensure that all Subcontractors have insurance coverage and endorsements consistent with the following, with no less coverage than required of Contractor. All insurance companies providing insurance to Contractor or Subcontractors shall have a Best's rating of no less than A-minus and a Financial Size no less than VII (except when otherwise approved by the Company in advance with respect to the provider of Workers Compensation or Industrial Accident Insurance only).

All insurers providing insurance under this Section 11 must waive rights of subrogation against the Company and its subsidiaries.

The following insurance is required:

[ ] **Commercial General Liability ("CGL") Insurance (occurrence form).** CGL Insurance covering bodily injury and property damage, including contractual, products and completed operations, explosion, collapse and underground, with minimum limits of \_\_\_\_\_ per occurrence, \$\_\_\_\_\_ for products and completed operations aggregate, and \$\_\_\_\_\_ general aggregate. "Weyerhaeuser Company and its subsidiaries" shall be designated as additional insured for ongoing operations and products/completed operations by copy of an

additional insured endorsement attached to a certificate of insurance to be provided to the Company, either by specific designation in an additional insured endorsement or by a blanket additional insured endorsement.

**Comprehensive Automobile Liability Insurance.** Insurance covering owned, hired, and non-owned vehicles for bodily injury and property damage, with minimum limits of \_\_\_\_\_ combined single limit.

**Property Damage Insurance,** known as broad form fire fighting coverage, to cover forest fire fighting expenses and to cover losses or damage caused by forest fire, with minimum limits of \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ annual aggregate.

**Worker's Compensation Insurance, as required by law.** Accounts with WorkSafeBC must be active and maintained during Work and documented in a clearance letter or other form provided by WorkSafeBC.

**Professional Liability (Errors and Omissions) Insurance** with minimum limits of \$\_\_\_\_\_ per claim and \$\_\_\_\_\_ aggregate covering professional services such as engineering, design and architecture, and consulting. Coverage shall be in effect at all times during which such services are being rendered and for a period two (2) years following the Company's final acceptance of the Work that was the subject of the professional services.

## PART 12

### DEFAULT AND INSOLVENCY

12.1 **Default.** If either Party defaults in any of its obligations in this Agreement, and if that default or the conditions that caused the default continue for 14 days after written notice from the non-defaulting Party specifying the default, the non-defaulting Party may terminate this Agreement by further written notice to the defaulting Party, except that where the default or the conditions causing the default are not curable in 14 days but the defaulting Party takes all reasonable steps to cure the default or the conditions immediately upon receipt of the written notice specifying the default from the non-defaulting Party, the non-defaulting Party will not terminate this Agreement.

12.2 **Insolvency.** The Company may terminate this Agreement immediately if:

- (a) the Contractor becomes insolvent or makes a general assignment for the benefit of its creditors;
- (b) the Contractor otherwise acknowledges its insolvency;
- (c) the Contractor commits any act of bankruptcy, makes a proposal under the *Bankruptcy and Insolvency Act of Canada*, seeks protection under the *Companies' Creditors Arrangement Act* of Canada or commences liquidation proceedings, whether voluntarily or otherwise;
- (d) a receiver is appointed for any of the assets of the Contractor; or
- (e) the Contractor ceases or threatens to cease carrying on its business.

This Agreement will not be considered an asset in the bankruptcy of the Contractor.

## PART 13

### TERMINATION

13.1 **Effect of Termination.** If this Agreement is terminated:

- (a) all the rights of the Contractor under it will immediately cease, except for the Contractor's right to be paid for Work done up to the time of termination;
- (b) the Contractor will immediately cease performing the Work;
- (c) the Company will be entitled to possession of any Timber and any roads or other improvements constructed by the Contractor during its performance of the Work; and
- (d) the Contractor's obligations under Section 10.2 in respect of any activity of the Contractor prior to termination will survive termination.

13.2 **Completion.** Without limiting Section 13.1, if this Agreement is terminated under Sections 12.1 or 12.2 by the Company, the Company may hire such workers and equipment as are necessary to perform the Contractor's obligations under this Agreement, and may recover the costs of doing so from the Contractor. Such right on termination will be in addition to and without prejudice to any other rights in this Agreement, or remedies at law or in equity that the Company may have for the default of the Contractor or for the recovery of money from the Contractor.

13.3 **Equipment Removal.** Within 30 days after the termination or expiration of this Agreement, the Contractor will remove all of its equipment and supplies, making good any damage caused by such removal. Any equipment or supplies not removed by the Contractor within 30 days may be removed or used by the Company at the Contractor's sole expense.



## PART 14

### DISPUTE RESOLUTION

14.1 **Mediation and Arbitration.** All disputes that have arisen or may arise between the Parties under or in connection with this Agreement will first be referred to mediation. If the dispute is not resolved by the Parties through mediation and if the dispute arises out of a contract that is subject to the dispute resolution system established by Division 2 of Part 4 of the Timber Harvesting Contract and Subcontract Regulation, B.C. Reg. 22/96, the dispute will be referred to arbitration in accordance with that regulation. If the contract does not qualify for that dispute resolution system, the parties may exercise other legal remedies available to them.

14.2 **Discovery.** In an arbitration under this Agreement, each Party will be entitled to conduct the following pre-arbitration "Examination for Discovery" procedures as provided for in the BC Supreme Court Civil Rules:

- (a) discovery of all relevant documents pertaining directly to the issue or issues in dispute between the Parties; and
- (b) discovery of one officer or representative of the other Party.

Each Party will be allowed to discover the officer or representative of the other for no more than one day for each \$50,000.00 in dispute to a maximum of three days, and where no amount has been specified, then each Party will be allowed a maximum of two days of discovery of the officer or representative of the other Party.

## PART 15

### ASSIGNMENT

15.1 **Assignment.** The Contractor will not assign this Agreement or any interest in it without first obtaining the consent of the Company.

## PART 16

### CONFIDENTIALITY

16.1 **Confidential Information.** The Company may provide Contractor with confidential information ("Confidential Information") in connection with this Agreement. Confidential Information includes the following information whether provided in hard copy, electronically or verbally: (a) information regarding timber utilization standards; (b) forestry and silvicultural standards and guidelines, including those applicable to reforestation, herbicide and other pesticide prescriptions; (c) thinning standards; (d) cutting, log merchandizing and sorting guidelines; (e) road construction standards; (f) information related to agreements between the Company or its Affiliates on one hand and a third party on the other hand that are applicable to or affected by the Work; (g) Data; (h) other business information that would reasonably be considered proprietary or confidential based on their content and context; and (i) anything designated on its face as "Confidential" or "Proprietary."

16.2 **Protection of Confidential Information.** Contractor will: (a) use Confidential Information solely as necessary to perform the Work or its contractual obligations hereunder and not disclose any Confidential Information to any person or entity except to those of its employees and Subcontractors who need to know the Confidential Information to perform Work; (b) take all prudent precautions to protect such Confidential Information from being inadvertently disclosed to or discovered by any third party; (c) inform all employees and Subcontractors receiving Confidential Information of the obligations imposed by this Section and obtain from such employees and Subcontractors a commitment to adhere to the requirements of this Section; (d) be responsible to the Company for the failure of any employees or Subcontractors to adhere to the requirements of this Section; (e) not create any materials containing Confidential Information without the Company's prior written consent; and (f) return all Confidential Information to the Company (or destroy the same, if approved by the Company) as soon as practicable after Contractor no longer needs them to perform Work, and ensure that its employees and Subcontractors do the same.

16.3 **Company Data.** The Company may make certain Data (defined below) available to Contractor via designated software programs and/or mobile applications provided either directly or via the Company's third-party suppliers (collectively, "Software"). "Data" means any information, data, materials, works, expressions, or other content owned, licensed, leased, or developed by or on behalf of the Company, uploaded, submitted, posted, transferred, transmitted or otherwise made available by or on behalf of the Company (including by Contractor in connection with the Work) through the Software or other electronic means, including all output, copies, reproductions, improvements, modifications, adaptations, and other derivative works of or using any Data.

16.4 **License Grant.** Subject to the terms and conditions of this Agreement, the Company may grant Contractor a non-exclusive, non-sublicenseable, and non-transferable license during the Term to use the Data and Software solely as necessary to perform the Work or its contractual obligations hereunder (the "Permitted Use"). Contractor shall only use the Data for the Permitted Use and shall not disclose, release, distribute, or deliver the Data, or any portion thereof, to any third party without the Company's prior written consent.

16.5 **Data Security.**

- (a) The Software may be provided on a Company provided device, or on a Contractor provided device. Regardless, Contractor shall use all reasonable physical and technical measures to protect the Data from unauthorized access, use, loss, modification, or disclosure. Contractor shall

promptly notify the Company of any actual or suspected unauthorized access, use, loss, modification or disclosure of the Software or Data. Upon the termination of this Agreement, Contractor shall immediately (A) return any Company provided devices; and (B) delete, uninstall, or otherwise terminate access to the Software on any Contractor device. The Company reserves the right to terminate access to the Software and Data at any time, in the Company's sole discretion.

- (b) The Software may require usernames and/or passwords. In such case, Contractor agrees that: (A) such usernames and passwords shall be issued to and used only by designated employees of Contractor, identified in writing to the Company; (B) such user names and passwords shall be unique to the individual, maintained as confidential, and not shared with any other persons; and (C) Contractor shall promptly notify the Company in writing (including by email) if any designated user terminates employment with Contractor, or its username and/or password are subject to unauthorized use or disclosure.

**16.6 User Agreements.** Software may be subject to such additional terms and conditions, including end-user license agreements (collectively, "User Agreements"). Contractor shall abide by such User Agreements.

**16.7 Intellectual Property Ownership.** As between the Company and Contractor, Contractor acknowledges that the Company owns all right, title, and interest, including all intellectual property rights, in and to the Data.

**16.8 Data Collection.**

- (a) If requested by Weyerhaeuser, Contractor shall install, operate, maintain, and support in its operations a dash camera, electronic logging device, or similar or other recording device, including software application systems (including requested upgrades from time to time) as necessary that collects, discloses, and transfers vehicle and driving data to the Company. Such data may include speed, location (GPS), and other driving information, and certain personal information about the driver, including name and driver's license number. Such devices shall be operated when the vehicle is engaged in Work for the Company but shall not be operated when the vehicle is not performing work for the Company. Contractor will notify the Company when it stops using the vehicle in which such devices have been installed for Work.
- (b) Contractor acknowledges and consents to the use of such data by the Company for business-related purposes, including the following: (i) to promote safe driving practices; (ii) to ensure the safety and security of employees and third party individuals; (iii) to protect the Company assets and property; (iv) to record traffic incidents and near-misses, and to facilitate investigations resulting from such incidents and near-misses; (v) to defend against civil claims; and (vi) for any other purpose required or permitted by applicable law.
- (c) Contractor shall comply with all applicable privacy laws in connection with its use of devices as described in this Section 16.8. Without limiting the generality of the foregoing, the Contractor will provide all necessary notices and obtain all necessary consents from its employees, subcontractors and subcontractor employees in connection with the collection, use or disclosure of personal information by the Company, and will provide copies of such notices and consents to the Company upon request.

**16.10 Exceptions.** Section 16.1 will not extend to:

- (a) information that is already in the public domain or becomes, after having been disclosed to the Contractor, generally available to the public unless the disclosure was made directly or indirectly by the Contractor;
- (b) prevent the Contractor from divulging Confidential Information in confidence to its officers, directors, councillors, employees, agents, professional advisors, or other representatives on a "need-to-know" basis provided that any of the foregoing personnel are subject to the confidentiality obligations in this Agreement;
- (c) prevent the Contractor from divulging Confidential Information in confidence to third parties (provided that such Contractor and the third party have entered an agreement with similar confidentiality restrictions), in order to permit a potential sale of such Contractor or its assets in the ordinary course, all on a "need-to-know" basis;
- (d) prevent the Contractor divulging Confidential Information to the extent required by applicable legislation or stock exchange requirements;
- (e) prevent the Contractor from divulging Confidential Information to the extent necessary in connection with any dispute resolution or litigation commenced in respect of this Agreement;
- (f) prevent the Contractor from divulging Confidential Information to the extent necessary, in confidence, to any financial institution for the purpose of obtaining financing; or
- (g) prevent the Contractor from divulging Confidential Information to the extent necessary to any governmental or regulatory authority having jurisdiction to lawfully require such disclosure.

If the Contractor is required to disclose Confidential Information under Sections 16.10(d), (e), or (g), that the Contractor will advise the Company in advance of any such disclosure where reasonable so that the Company

may take such action as it considers necessary to maintain the confidentiality of such Confidential Information, and will take reasonable steps to limit the extent of the disclosure and to make such disclosure confidential under the applicable legislation, stock exchange rules, or rules of any governmental or regulatory authority having jurisdiction, as the case may be. If a recipient of Confidential Information under Sections 16.10(b), (c), or (f) subsequently discloses the Confidential Information to a third party other than as contemplated under this Section 16.9, then the Contractor that initially disclosed the Confidential Information to that recipient is deemed to have breached this Section.

16.11 **Survival.** The obligations of confidentiality in Part 16 will survive the execution of this Agreement for a period of three years.

16.12 **Injunctive Relief.** The Contractor acknowledges that a breach of Section 16.1 may result in irreparable injury to the Company. Accordingly, in the event of any breach, the Company will be entitled to seek and obtain an order of specific performance, restraining order, or injunctive relief, in addition to any other legal or equitable remedies provided under this Agreement or at law or in equity.

## PART 17

### GENERAL TERMS

17.1 **Notices.** In this Agreement:

(a) any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile transmission, e-mailed or mailed by prepaid registered post in Canada, to the address or facsimile transmission number of each party set out below:

(i) If to the Company:

Weyerhaeuser Company Limited  
PO Box 550  
201 Old Hedley Road  
Princeton, B.C., V0X 1W0

Attention: Trenna MacLeod  
Facsimile No. 250-295-3287  
E-mail: trenna.macleod@weyerhaeuser.com

(ii) If to the Contractor:

Attention:  
Facsimile No.,  
E-mail:

or to such other address or facsimile transmission number as any party may designate in the manner set out above;

(b) notice or communication will be considered to have been received:

(i) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;

(ii) if sent by facsimile transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day;

(iii) if e-mailed, upon delivery, provided confirmation of request and receipt of the e-mail is confirmed upon sending;

(iv) if mailed by prepaid registered post in Canada, upon the fifth business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission;

(c) for the purposes of this Section 17.1 "business day" means a day which is not a Saturday or a Sunday nor a statutory holiday in the Province of British Columbia.

17.2 **Enurement.** This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

17.3 **Waiver.** The failure of either Party at any time to require strict performance by the other Party of any provisions of this Agreement will in no way affect the other Party's rights under this Agreement to enforce that provision, nor will any such waiver of a breach of any provision of this Agreement be held to be a waiver of any succeeding breach of such provision or waiver of any other provision.

17.4 **Time of Essence.** Time will be of the essence in this Agreement.

17.5 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.

17.6 **Currency.** All dollar amounts to this Agreement are in Canadian dollars.

17.7 **Counterparts.** This Agreement may be signed by original or by facsimile or email, and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

17.8 **Entire Agreement.** This Agreement, together with its Schedules, and any amendments of this Agreement constitute the entire Agreement between the Parties concerning the matters dealt within it.

17.9 **Invalidity.** If any one or more of the provisions in this Agreement are invalid or unenforceable, the validity and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the dates appearing below.

**WEYERHAEUSER COMPANY LIMITED**

By:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

Dated: \_\_\_\_\_

## **SCHEDULE I: Part I “Rates”**

### **Contract #**

This is ‘Part 1’ to the Non-Replaceable Services Agreement entered into between Weyerhaeuser Company Limited and

This ‘Part 1’ forms part of and shall be subject to all of the terms and conditions of the aforementioned Non-Replaceable Services Agreement.

#### **2.0 STANDARDS OF PERFORMANCE AND INSPECTION**

As per Exhibit B of RFP.

#### **3.0 PAYMENTS**

As per RFP.

#### **4.0 SITE CLEAN-UP**

The Contractor shall clean up, to the satisfaction of the Company, any operating, camping, or rest areas used in connection with operation by:

- i) removing any litter or refuse brought into such areas, and disposing of it in accordance with Provincial, Municipal and local requirements; and
- ii) repairing and/or restoring, in accordance with the company's instructions, any other site disturbance caused in such areas.

#### **5.0 CAMPING AND PARKING**

Use of Provincial Crown forest land, including any roads, landings, or Ministry of Forests Lands and Natural Resource Operations recreational sites, by the Contractor or the Contractor's employees or agents for the purpose of lodging, camping, vehicle parking or trailer parking done in connection with operations, is permitted only with the prior written approval of the Ministry Officer. Such approval, if granted, shall be without charge to the Contractor, and may be revised or revoked at any time for cause.

## **Schedule I: Part III “Standards”**

### **Non-replaceable Services Contract #:**

This is ‘Part III’ to the Non-replaceable Services Agreement entered into between Weyerhaeuser Company Limited and

This ‘Part III’ forms part of and shall be subject to all of the terms and conditions of the aforementioned Non-replaceable Services Agreement.

### **1.0 INTERPRETATION**

A reference in this Agreement to an *Act, Regulation, Guidebook, Manual, Policy, Form* or a *Card* means an *Act, Regulation, Guidebook, Manual, Policy, Form* or a *Card* published by the **current** Ministry and includes every amendment, substitution or replacement to them.

### **2.0 PARTICULARS**

#### 2.1 Contractor:

Name

Address

#### 2.2 Contractor's Representative:

The Contractor shall, either prior to or at the time of the pre-work conference, designate, in writing, a representative to act on the Contractor's behalf when the Contractor is absent from the Work site. No operations shall be conducted unless under the direct and continuous supervision of the Contractor or the Contractor's representative. The Contractor or the Contractor's representative must be a

Name

Address

Fax

Telephone

#### 2.3 Location of Work:

### **3.0 GENERAL TERMS AND CONDITIONS**

- 3.1 The powers in this Schedule for the Company to enforce the Contractor's compliance with the terms and conditions of the Contract may be exercised separately, concurrently or cumulatively with those powers of the Company set out elsewhere in this Agreement.
- 3.2 The Company may cancel any contract before work commences or prior to the completion of work. Where unsuitable weather, natural disaster, or any circumstances over which the company has no direct control, no compensation for cause such cancellation any losses occasioned by such cancellation shall be made to the Contractor.
- 3.3 If weather or other natural conditions beyond the control of the Contractor prevent the Contractor from gaining access to and/or completing a unit, only the units satisfactorily completed will be paid for. The units not completed will not remain part of this agreement.
- 3.4 If no substitutions are available, the Contractor shall be entitled to 15% of the amount by which the total reduction in the contract value exceeds 10% of the original contract price. Following this payment the Contractor shall have no further claims or responsibilities with respect to the shortage of area.

### **4.0 MACHINERY AND EQUIPMENT**

The Contractor shall provide all machinery, equipment, materials and personnel necessary to complete the Work.