

Tree Planting Contract

Contract Name / Project: Atluck Boulder Fall 2020 Planting Project (DCR and DSQ)

THIS AGREEMENT dated to be effective _____, 2020

BETWEEN:

Strategic Natural Resource Consultants Inc (SNRC)

#301 -1180 Ironwood Street
Campbell River, British Columbia
V9W 5P7

Phone Number: (250) 287 – 2246 ext. 170
SNRC Representative: Megan MacGregor
Email Address: megan.macgregor@snrc.ca

AND:

Full LEGAL name of Contractor / Company

Physical and Mailing Address (including Postal Code)

Phone Number: (Area Code) Phone No
Contractor Representative: Representative's Name
Email Address: Contractor's Email Address
Contractor's GST number:
Contractor's WorkSafe BC number:
Contractor's BC Forest Safety Council SAFE Certification Number:

1.0 CONTRACT DEFINED

1.1 This Agreement for Boulder Atluck Fall 2020 Planting Project constitutes the Contract between SNRC and Contractor (hereinafter referred to as the "Agreement").

- 1.1.1 Tree Planting Contract
- 1.1.2 Tender Offer Form
- 1.1.3 Tender Submission Document

The Contract constitutes the entire agreement between the parties and supersedes all other agreements between them whether oral or in writing, expressed or implied.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, it is agreed as follows:

2. BILLING AND PAYMENT TERMS

2.1 Billing will be performed in a way that the Contractor will invoice SNRC by submitting original invoice upon completion of the project via email to:

accounts.payable@snrc.ca

2.2 The Contractor will be paid for billings per section 2.1. above within thirty (30) days of the submitted invoice being approved for payment by SNRC.

3. THE TERM

3.1 The term of this Agreement shall be from the date signed by SNRC, with the contract termination date being ___xxx___, 2020. Should the Services continue beyond the contract termination date, the intent and terms of this Agreement will continue in effect until a new contract is assigned.

4. THE SERVICES

4.1 The services include all parts of the work necessary to carry out the silviculture activity diligently and continuously in compliance with all relevant provisions, contract specifications, and directions from SNRC. All operations will be conducted in compliance with applicable laws, regulation, and legislation.

5. NOTICES

5.1. All notices under this Agreement will be in writing, and will be delivered or sent by email as follows:

to SNRC:

Attention: Megan MacGregor

E-mail: megan.macgregor@snrc.ca

to the Contractor:

Attention:

E-Mail:

or to such other address as a Party may notify the other Party in the manner provided for in this paragraph. Email notices are to be deemed received on the same day if transmitted before 4:30 pm Pacific time on a Business Day. If transmitted after 4:30 pm Pacific time on a Business Day, then it is to be deemed received on the next Business Day.

6. SIGNATURES

This Agreement may be executed in any number of counterparts, and each counterpart may be delivered by email or fax transmission and all counterparts together constitute one original document.

Please indicate your agreement to the above terms by signing this Contract.

Contractor Signature _____

Date: _____

Strategic Natural Resource Consultants Inc. authorized signature:

Signature: _____

Date: _____

Schedule A / ARTICLE 1: GENERAL

Definitions

- 1.1 In this schedule, the following words shall have the following meanings:
- a) **“Acceptable Microsite”** means a Microsite that meets the requirements specified in this schedule and as may be further specified in an attachment or in the Work Progress Plan.
 - b) **“Acceptable Natural Trees”** means natural trees of the preferred / acceptable species, of sufficient size and quality to be treated the same as planted trees, as specified in this Agreement or in the Work Progress Plan.
 - c) **“Basic Payment”** means, for each Payment Area, an amount which is equal to the sum of the total bid prices specified in Schedule B for the Treatment Units within the Payment Area, adjusted:
 - i) for any Equitable Adjustments agreed between the parties;
 - ii) where the bid price for a Treatment Unit is on a per-tree basis, by the recalculation of the total bid price for that Treatment Unit based on the Total Trees issued for planting in such Treatment Units; and/or
 - iii) where a Payment Area contains part of a Treatment Unit, by an equitable pro ration of the total bid price for the Treatment Unit between Payment Areas.
 - d) **“Berm”** means the top of the material removed from a mechanically prepared trench that lies immediately beside the trench.
 - e) **“Forest and Range Practices Act”** means the *Forest and Range Practises Act*, its regulations and any amendments.

- f) **“Hinge”** means the point at the original surface level of the ground where the top edge of a mechanically prepared trench or hole joins the side cast material.
- g) **“Microsite”** means a portion of a site that is uniform in microtopography and surface soil materials, generally ranging in size from less than 1 m² to occasionally over 5 m².
- h) **“Planting Quality Inspection System”** means the Ministry of Forests, Lands and Natural Resource Operations planting quality inspection system in effect immediately prior to the commencement of Work, recorded on the FS 704 form.
- i) **“Planting Spot”** means a plantable area of ground that is both an Acceptable Microsite and meets the contract spacing requirements (also referred to as a Plantable Spot).
- j) **“Prescribed Spacing”** means the distance to be maintained between planted trees and the distance between planted trees and Acceptable Natural Trees, as specified in Schedule A (also referred to as inter-tree spacing).
- k) **“Price per Tree”** means, for a Payment Area, the Basic Payment divided by the Total Trees issued for that area.
- l) **“Specified Minimum Inter-Tree Distance”** means the minimum acceptable distance between planted trees and between planted trees and Acceptable Natural Trees, as specified in Schedule A.
- m) **“Total Trees”** means, for a Payment Area or Treatment Unit as the context so requires, the number of trees issued by SNRC to the Contractor.
- n) **“Treatment Unit”** means a Work Area, or any similar area which is individually identified in this Agreement as requiring a particular silviculture treatment.

Authority to Occupy the Treatment Units

- 1.2 Special Use Permit XXX authorizes the Contractor to occupy the Treatment Units and to plant trees for the purposes of this Agreement.

Additional Specifications

- 1.3 Other schedules to this Agreement or the Work Progress Plan may amend the specifications in this schedule or contain additional specifications.

SCHEDULE A/ ARTICLE 2: SEEDLINGS

Provision of Seedlings and Treatment Units

- 2.1 Seedlings are provided to the contractor at Arbutus Grove Nursery in Saanichton, British Columbia. The Contractor will arrange pick up schedules and transport the seedlings to the treatment units specified.

Substitution of Seedlings

- 2.2 Where SNRC is unable to provide the seedlings as listed, it may substitute other seedlings.
- 2.3 Where either party considers that such substitution will cause an increase or decrease in the Contractor's cost of the performance of the work, that party may request that an Equitable Adjustment be made to the Contract Price, and that the contract be modified in writing accordingly.

- 2.4 Where SNRC and the Contractor are unable to agree on an Equitable Adjustment to the Contract Price, the contract shall be deemed to be terminated by mutual consent, and SNRC shall make no further compensation to the Contractor, other than payment for any work previously completed to the satisfaction of SNRC.

Delivery of Seedlings

- 2.5 Upon receiving delivery of seedlings at the nurseries listed, the Contractor shall sign a receipt acknowledging the stock type, seedlot and numbers by species of the seedlings received. All subsequent transportation of the seedlings from the nurseries is the responsibility of the Contractor. Stock is to be managed so that time spent from lift of seedlings in the nurseries to planted is minimized as much as possible.

Responsibility for and Care of Seedlings

- 2.6 The Contractor shall account for all seedlings provided by SNRC and shall assume responsibility for their care from the time of delivery to completion of planting in each unit or partial unit if required, and SNRC auditing of contractor quality checks. The Contractor shall ensure that seedlings, either loose or in boxes, are at all times stored and handled in a manner to prevent damage from freezing, overheating, rapid temperature fluctuations, excess moisture, drying, physical injury, and exposure to injurious substances. The contractor is to provide and maintain on site refrigerator unit (reefer) with adequate room to store seedlings. The work site within the fire damaged stands has little to no shade, few live trees, and limited opportunity to establish tarps.

Transporting Seedlings

- 2.7 When transporting seedlings, the Contractor shall ensure:
- (a) seedling boxes are handled gently without throwing or dropping;
 - (b) travel time is reduced to a minimum;
 - (c) seedling boxes are not exposed to the sun;
 - (d) transport vehicles are refrigerated or the cargo area is adequately protected from the sun and other heat sources, and is well ventilated; and
 - (e) suitable, reflective-type tarps in good condition are used to cover seedling boxes.

Storage

- 2.8 Unless otherwise provided for in this Agreement, the Contractor may store seedlings in locations at or near the worksite where natural cooling is available (i.e., such as in standing live timber, snow patches or small gullies), provided:
- (a) seedling box temperatures remain within temperature ranges and do not exceed or fall below temperature levels specified in writing by SNRC;
 - (b) such storage locations are cool and shady;
 - (c) seedlings are protected from the sun and rain with a suspended tarp; and

- (d) seedling boxes are separated in a manner that permits air circulation around each box, and each box is open.

If these provisions cannot be met at such on-site storage locations, then the Contractor shall, on a daily basis, transport each day's seedling supply from a storage facility or area where the aforementioned provisions can be met.

- 2.9 This Agreement requires that the Contractor provide refrigerated van in the vicinity of the worksite:
 - (a) such facilities shall be capable of maintaining stable storage temperatures within limits specified by SNRC; and
 - (b) seedling boxes shall be stored in such facilities in a manner that permits air circulation around each box.
- 2.10 Small supplies of seedlings may be stored on the planting site for one day provided they are covered with a reflective tarp, the box tops are opened, and box temperatures remain as cool as possible. Shady areas must be used whenever possible.
- 2.11 To ensure that no individual boxes of seedlings are stored longer than necessary, stock is to be withdrawn for the purposes of planting from storage in the same order as received.
- 2.12 Fertilizer handling and care: Store the product in a cool, dry area. Do not open the plastic bags prior to use. Carry the fertilizer in a separate pouch in the planting bag.

Seedling Boxes, Fertilizer Bags, Crew Garbage

- 2.13 The Contractor shall:
 - (a) dispose of all seedling boxes, wrappers, empty fertilizer bags and any other garbage by delivering garbage to an approved disposal or recycling site. SNRC approval of contractor invoice is dependent on removal and proper disposal of all garbage.

SCHEDULE A/ ARTICLE 3: PLANTING
--

General Requirements

- 3.1 The Contractor shall;
 - (a) plant the seedlings specified in the corresponding Treatment Units shown on the attached maps; and
 - (b) conduct all operations within the requirements of the *Forest and Range Practices Act*.
- 3.2 The Contractor shall, in accordance with the following provisions, select as Planting Spots those Microsites which are most conducive to survival and growth of seedlings.
- 3.3 Once a Planting Spot has been selected, it shall be prepared with a seedling and a 20g fertilizer tea bag planted 1-2" uphill of the seedling and 1-2" deep, in a separate hole, in accordance with the provisions of this Agreement. The planting techniques used will be chosen to permit maximum survival and growth of the seedling.

Microsites

- 3.4 Each Planting Spot shall meet the requirements of an Acceptable Microsite.
- 3.5 Unless otherwise specified, unacceptable planting microsites are:
- (a) stumps and poorly decomposed rotten logs;
 - (b) flooded areas or areas subject to flooding;
 - (c) organic material, gravel or debris subject to severe moisture deficit;
 - (d) any area within 5.0 meter (s) of the edge of the running surface of major access roads or as otherwise designated on the project map;
 - (e) any area within the drip (crown) line of living larger trees; or
 - (f) any area under overhead obstacles that could interfere with seedling growth.
- 3.6 The Contractor shall select Plantable Spots in accordance with the following spacing and density specifications.

Spacing of Trees

- 3.7 Spacing restrictions apply to the distance between any combination of planted trees and Acceptable Natural Trees. The Contractor shall select each Planting Spot according to a maximum target density of 1600 trees per hectare with an optimum inter tree spacing of 2.7m, ranging to a minimum density of 1000 trees per hectare with optimum inter tree spacing of 3.4m. The actual spacing between trees may vary from the Prescribed Spacing to take advantage of the most suitable Microsite but may not be closer than the Specified Minimum Inter-Tree Distance of 1.0 m. Acceptable natural trees include any conifer species, with good form, and a minimum average height of the planted stock.

3.8 Overall Density

Notwithstanding the foregoing, the Contractor shall ensure that where Planting Spots are available, the planting density throughout the unit shall meet or exceed the minimum of 1000 trees per hectare, and not exceed 1600 trees per hectare.

Planting Spot Preparation

- 3.9 Planting Spots shall be prepared so as to allow the seedling roots to be entirely planted in an acceptable medium.

Planting Specifications

- 3.10 The Contractor shall plant each seedling as follows.
- (a) The planting hole shall be deep enough and wide enough so that the entire root system may be fully accommodated in a natural position.
 - (b) The root systems shall be positioned in the planting hole in a natural arrangement and shall not be jammed, bent, twisted or otherwise distorted or damaged.

- (c) The seedling shall be planted so that the roots and stem are aligned along a vertical axis.
- (d) Unless otherwise specified, the seedling root collar must be at or below the surface of the acceptable planting medium with no lateral branches or needles buried.
- (e) The planting hole shall be filled with acceptable planting medium leaving no air channels or air pockets and firmly tamped so that the seedling will not pull loose with a gentle tug.

Trees Not to be Planted

- 3.11 Notwithstanding SNRC written approval, SNRC may reduce the Basic Payment for the improper storage and handling of seedlings. Seedlings which are moldy, dry, flushed, damaged or otherwise unhealthy shall not be planted without SNRC written approval, and must be brought to SNRC attention immediately.

Handling of Seedlings During Planting

- 3.12 The Contractor shall not root or top prune or cull seedlings without the written approval of SNRC.
- 3.13 When handling, planting or tamping seedlings the Contractor shall ensure that seedlings sustain no physical damage from scarring, bending, crushing, root stripping or other causes.
- 3.14 The Contractor shall use planting bags with silvicool liner sacs of a type designed to keep seedlings cool and protected from dry air flow for the seedlings being planted and this gear shall be in good condition.
- 3.15 The Contractor shall ensure that seedling roots are kept moist while inside silvicool liner sacs inside planting bags.
- 3.16 The number of seedlings carried in planting bags shall not exceed the amount that can be carried and removed without injury to the seedlings, or the amount that can be planted before critical heating or drying occurs.
- 3.17 Seedlings shall only be removed from the protection of the bag one at a time and immediately prior to planting.
- 3.18 Where "plug" type seedlings are being planted, plastic wrap shall not be removed from bundles until immediately before the seedlings are needed for planting.

Fertilizer

- 3.19 The contractor shall include one 20g fertilizer tea bag with all seedlings as follows:
- (a) Place a fertilizer bag in a separate hole, 1-2" uphill of each seedling, and 1-2" deep for 349,000 trees.
 - (b) Contractor is responsible to pick up fertilizer tea bags from Diamond Delivery in Surrey and transport to site, store in dry location, and ensure planters have adequate supply to apply fertilizer as is prescribed.
 - (c) 20g Chilcotin Pak prescribed for Boulder, and 20g Silva-Worm prescribed for Artlish/Atluck project.

SCHEDULE A/ ARTICLE 4: INSPECTION AND ACCEPTANCE

Contractor's Request for Inspection

- 4.1 The Contractor shall make a written request for SNRC to inspect the Work for payment in accordance with the specifications in the contract, and shall include with the request a report containing:
- (a) the planting completion date;
 - (b) the cumulative total of seedlings planted by species, seedlot, and stock type; and
 - (c) a map, delivered as a digital file, showing the approximate locations where different seedlots were planted and where no work zones were established during danger tree assessments.
 - (d) Contractor's daily check plots (conforming to the province's Planting Quality Inspection System reported on the 704 inspection field cards or a digital equivalent and provided to SNRC in a format compatible with upload into Plant Wizard) assessing planting quality at a minimum sampling intensity of one quality plot per each 2 hectares planted per day. This information is to be made readily available to SNRC (may be requested daily).
 - (e) If the contractor fails to meet the obligation set forth in clause 4.1 (d), SNRC may charge the contractor for any additional costs which are incurred by SNRC to obtain the required information.

Inspection Methodology

- 4.2 SNRC will inspect both independently and utilizing the information provided by the contractor in clause 4.1(d) payment areas using the province's Planting Quality Inspection System, which the Contractor hereby acknowledges to have read and understood.
- 4.3 At each planting quality inspection plot SNRC shall record and use to calculate the planting quality percent and the excess percent:
- (a) the number of Plantable Spots;
 - (b) the number of seedlings planted;
 - (c) the number of seedlings satisfactorily planted in accordance with the requirements under Article 3;
 - (d) the number of planting faults with a coded reason for each; and
 - (e) the number of seedlings planted in excess of the number of Plantable Spots.

Inspection Results

- 4.4 SNRC shall calculate performance quality in accordance with the Planting Quality Inspection System and shall declare any contiguous area greater than one-tenth (1/10) hectare

unsatisfactorily treated when planting quality for the plots within the area is less than the minimum acceptable standard of 85%.

- 4.5 Non-compliance, when an inspection reveals planting quality is below the minimum acceptable standard of 85%, SNRC shall notify the Contractor accordingly and such notice may:
- (a) give the Contractor a deadline by which time planting quality must be raised to the minimum acceptable standard; and
 - (b) specify if SNRC wishes to exercise its option to require the Contractor to re-work the unsatisfactorily planted area.

Re-inspection Following a Notice of Unsatisfactory Work

- 4.6 During or after a tree planting deficiency noted in the previous section has been corrected, SNRC shall again review the Work in the deficient area using the same procedures as for the original treatment.

SCHEDULE A / ARTICLE 5: PAYMENT

Full Payment

- 5.1 Where inspections pursuant to the Planting Quality Inspection System indicate planting quality in a Payment Area is at least 92.6%, SNRC shall pay the full Basic Payment.
- 5.2 In no case shall SNRC pay more than 100% of the Basic Payment.

Payment Reduction for Low Planting Quality

- 5.3 Where inspections pursuant to the Planting Quality Inspection System indicate planting quality in a Payment Area is equal to or greater than 70% but less than 92.60%, SNRC shall reduce the Basic Payment by multiplying the Basic Payment by the Payment %, as calculated using the following formula:

$$\text{Payment \%} = (\text{PQ\%} \times 1.08) - \frac{([100 - (\text{PQ\%} \times 1.08)]^2)}{8}$$

Where: PQ% = Planting Quality % as determined under the Planting Quality Inspection System.

No Payment

- 5.4 If the performance quality on all or a portion of a Payment Area is less than 70% and, in the opinion of SNRC, cannot be improved to at least this level by reworking, SNRC shall make no payment for the unsatisfactorily treated area.
- 5.5 Where Planting Spots are available, but the Contractor has failed to maintain the minimum density specified, SNRC may not pay for the area affected.

Wasted or Unaccounted for Trees

- 5.6 SNRC shall estimate the number of wasted trees by counting or using appropriate sampling techniques.

- 5.7 SNRC shall estimate the number of unaccounted for trees by subtracting the number of trees planted in a Payment Area, as measured using the Planting Quality Inspection System, plus 10 percent (or the upper 90% confidence limit of the number of trees planted, whichever is greater) from the Total Trees for that area.
- 5.8 For wasted or unaccounted for trees, SNRC shall reduce the Basic Payment by the estimated number of wasted or unaccounted for trees multiplied by the sum of (the Price per Tree plus twenty (20) cents).

Excess Trees

- 5.9 Excess trees as calculated using the Planting Quality Inspection System may be planted in a Payment Area to a maximum of seven percent (7%).
- 5.10 If inspection indicates that excess trees in a Payment Area exceed seven percent (7%), SNRC shall reduce the Basic Payment in an amount equal to the product of the number of trees which exceed the seven percent allowable excess (based on Total Trees), multiplied by the Price per Tree;

that is, $[(\text{Excess \%}/100) - 0.07] \times \text{Total Trees for the Payment Area} \times \text{Price per Tree}$

- 5.11 If excess trees exceed 12 percent (12%) in a Payment Area, SNRC shall, in addition to the aforementioned payment reduction, further reduce payment in an amount equal to the product of the number of trees which exceed 12 percent excess (based on Total Trees) multiplied by twenty (20) cents;

that is, $[(\text{Excess \%}/100) - 0.12] \times \text{Total Trees for the Payment Area} \times \0.20

Untreated Areas

- 5.12 If the Contractor fails to plant any contiguous area exceeding one tenth (1/10) of a hectare which the SNRC considers plantable, then SNRC may reduce the Basic Payment by an amount equal to the product of the unplanted area (in hectares) multiplied by one thousand dollars (\$1000.00) per hectare.

Improper Storage and Handling

- 5.13 Where the Contractor has failed to store, handle or care for seedlings in the manner specified herein or has by any other means put the health, vigour, or safety of the seedlings in jeopardy, SNRC may reduce the Basic Payment by fifty dollars (\$50) for each box or partial box of seedlings affected by the failure. A reduction in the Basic Payment under this section may be made in addition to any other reductions under this Agreement.

Stashed Trees

- 5.14 Where seedlings issued to the Contractor have been abandoned or disposed of without written authorization by SNRC, SNRC may reduce the Basic Payment by an amount of up to one thousand dollars (\$1000.00) for each occurrence. If, in the opinion of SNRC, the value of the stashed trees is greater than one thousand dollars, an assessment of greater than one thousand dollars may be made for each occurrence. A reduction in the Basic Payment under this section may be made in addition to any other reductions under this Agreement.

SCHEDULE A/ ARTICLE 6: TERMINATION

Causes for Termination

- 6.1 Without limiting the right of SNRC to cancel this Agreement as provided for elsewhere in this Agreement, SNRC may cancel all or a part of this Agreement when the Contractor:
- (a) abandons or disposes of seedlings supplied by SNRC without the written authorization of SNRC;
 - (b) fails to comply with a notice from SNRC that demands the performance quality of the Work be raised to an acceptable standard by a specified deadline; or
 - (c) after having received an earlier notice of unacceptable performance quality, any inspection of further Work under this Agreement indicates that quality is again below the requirements of this Agreement.

SCHEDULE B CONTRACT PAYMENT

Your fees will be based on the following rates during the Term when you are providing the Services:

Provide all services

- a. Boulder (DSQ) \$ _____ per tree x approximately 223,000 trees = \$ _____
- b. Atluck/Artlish (DCR) \$ _____ per tree x approximately 126,000 trees = \$ _____

SCHEDULE C OTHER CONDITIONS

Additional Planting Specifications

- 1) Planting must start as soon as practicable after the Labor Day long weekend (September 8th, 2020) beginning in the Boulder and finishing in the Atluck / Artlish. Planting must occur with adequate planters to meet minimum daily production of 20,000 trees while daily temperatures and soil moisture are adequate to allow survival in these areas. This is expected to occur approximately early to mid-September but must be monitored. There is risk of frost and snow by October, so planting must be completed by October 15, 2020.
- 2) Minor Vegetation including herbaceous plants and grasses which may compete with seedling growth must be scalped away to expose a 15cm by 15cm area of suitable soil, unless otherwise specified in a planting prescription. Brush hazard is moderate throughout the burned stands.
- 3) Unsuitable planting medium includes ash layer, unless well mixed with mineral soil or well decomposed organic material. Seedling plugs must be planted below the ash layer, where present.

- 4) For all planting units, unless otherwise specified in the planting prescription, all naturals/residuals greater than the average height of the planting stock, having good form and vigor as described by SNRC, will be respected and spaced off as per the contract spacing for that block.
- 5) In the event that there are not enough trees to complete all planting to the prescribed densities, any unplanted areas must be confined to one area of a planting unit, and, as much as possible with regard to suitability of planting stock, within one block. The boundary of unplanted areas must be traversed, well flagged by the contractor in winter-weight flagging tape, and submitted as a digital file to SNRC.
- 6) All planted trees must have a fertilizer bag placed concurrently with planting, with placement as specified by SNRC. Reference schedule A /Article 3, section 3.19. Placement of the fertilizer is in a separate hole as the tree. Detailed instructions from the manufacturer will be provided to the successful contractor.

Transportation, Storage and Access

- 1) The contractor is responsible to arrange pick up of stock from Arbutus Grove Nursery in Saanich and transport the seedlings from the storage van or trailer to the worksite where they must be stored in suitable caches as per Schedule A.
- 2) Helicopter transportation of seedlings must be provided by the Contractor from the main cache to the planting units that require helicopter access.
- 3) Helicopter landing areas are established and shown on the planting maps.
- 4) The contractor will be responsible for establishing evacuation routes for planting areas.
- 5) The Contractor will be responsible for locating planting units and confirming that they are planting within the block boundaries. Coordinates are provided on the project maps, and the use of a GPS unit compatible with Avenza Map is used to establish planting unit boundaries identified in the field with blue flagging tape. The project maps are geo-referenced for use with portable devices. The contractor is responsible to provide planting supervisors with GPS units compatible with Avenza Maps. Some planting unit boundaries are not flagged because of natural boundaries like creeks, cut block edges, roads, areas of rock bluffs and slide paths, and areas of sub alpine where no trees exist. Planting unit maps will indicate marked and unmarked boundaries.
- 6) The contractor is responsible for the disposal of all planting boxes, wrappers and garbage at an approved landfill. Boxes, wrappers, and garbage may not be buried or burned.

Inspection and Reporting

- 1) The contractor will at all times have sufficient experienced personnel on site to plant a minimum of 20,000 trees per day. Failure to meet the production requirements may result in termination of this contract.
- 2) The contractor must provide a sufficient number of experienced, full-time, non-planting supervisors and quality checkers who must conduct a minimum of one quality plot per each 2 hectares planted per day and deal with any substandard tree storage, tree handling, and planting quality issues. The contractor inspections and reporting must include plots on areas planted by both experienced and inexperienced planters.
- 3) In addition to planting quality, the information collected at quality plots must include tree species for planted trees, as well as a tally of the number and species of well-spaced and total naturals and residual trees.

Danger Tree Assessments, Marking No Work Zones, Falling

- 1) The contractor shall have a certified Silviculture Danger Tree Assessor assess each unit prior to planting. All Danger Trees within or impacting the work area must be addressed by marking a No Work Zone (NWZ) by the contractor. Each inspection will be documented and available at the request of SNRC. All costs associated with the assessment and identifying no work zones will be the responsibility of the contractor.
 - a. All trees that are assessed as danger trees will be marked as no work zone.
 - b. The Contractor must submit a "Danger Tree Assessment Report/Map" to SNRC as part of each planting unit summary.
 - c. Danger Tree Assessment Reports must include the following:
 - i. contract name and number
 - ii. assessor's name & certification #
 - iii. dates field assessed/marked
 - iv. geographic location
 - v. Level of Disturbance and any qualifiers which apply to the Danger Tree Assessment
 - vi. NWZs and approximate area each one covers
 - vii. assessment considerations
 - viii. future recommendations
 - ix. 1:10,000 scale map, delivered as a digital file, showing assessed area and No Work Zones

SCHEDULE D INSURANCE

The contractor will maintain the following during the term of this agreement:

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.

2. **Commercial General Liability Insurance:** The contractor will maintain a \$2,000,000 per occurrence and in the aggregate, Commercial General Liability insurance policy covering liability which may arise from the operations of the contractor. Such insurance shall include or be endorsed to include the following:

- i. Bodily injury, personal injury and property damage;
- ii. Unlicensed vehicles, mobile equipment or watercraft owned, leased or rented;

- iii. Contractor's protective liability;
- iv. Blanket contractual liability covering the contractor's liability under this agreement;
- v. Non owned automobile liability;
- vi. Firefighting expense, suppression liability and loss or damage resulting from fire;
- vii. Attached machinery liability;
- viii. Cross liability and severability of interest;
- ix. Products and completed operations liability; and
- x. Broad form of firefighting expense including the costs of external resources incurred or authorized by others.

3. Statutory Motor Vehicle Liability Insurance: The contractor will maintain Statutory Motor Vehicle Liability Insurance with a liability limit no less than \$2,000,000, covering all contractor's licensed motor vehicles owned and leased (including any provisionally licensed motor vehicles while operating on a public highway).

4. All Risks: "All Risk" insurance on all equipment and property owned by the contractor, including waiver of subrogation with regards to SNRC.

5. Insurance Certificate: As required under the agreement, the contractor is to submit to SNRC a certificate of insurance certified by the respective insurer, providing evidence of insurance as required above in schedule D.

SCHEDULE E	PRIME CONTRACTOR ASSIGNMENT
-------------------	------------------------------------

Designation

SNRC designates the Prime Contractor and the Prime Contractor accepts the designation from SNRC as the prime contractor (as defined in the Workers Compensation Act) for all those multi-employer workplaces at which the Prime Contractor has accepted such responsibility on SNRC's Defined Area Safety Orientation Safety Release form(s) in use by SNRC from time to time, and each such workplace shall be deemed a "Workplace" under this Agreement.

1. Responsibilities of the Prime Contractor

The Prime Contractor will fully comply with all of the duties and responsibilities that are required of a prime contractor as established under the Act, the Occupational Health and Safety Regulation, and any other applicable legislation and Orders of the Provincial Health Officer regarding Industrial Camps and covid-19 , and without limiting the generality of the foregoing, will do all of the following:

- (a) ensure that the activities of employers, workers and other persons at the Workplace relating to occupational health and safety are coordinated, consistent with the Act, the Occupational

Health and Safety Regulation and its applicable guidelines and any other applicable legislation and SNRC written policies relating to occupational health and safety (the “Rules”);

- (b) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Rules at the Workplace;
- (c) establish and maintain a safety program for operations at the Workplace (the “Safety Program”) and site-specific safety plans (the “Site Specific Safety Plans”) for site specific Workplaces as and when required pursuant to the Safety Program;
- (d) conduct workplace assessments to ensure that equipment, supplies, facilities, first aid attendants and services are adequate and appropriate and ensure that a system or process is in place to establish and maintain the first aid equipment, supplies, facilities, first aid attendants and services as required under Section 3.20 of the Occupational Health and Safety Regulation;
- (e) establish, monitor and coordinate the activities of a joint health and safety committee within the Workplace where required by the Act or its regulations or guidelines or as otherwise necessary to coordinate occupational health and safety matters at the Workplace;
- (f) prepare and deliver the notice of operation (the “Notice of Project-Forestry”) as and when required by Section 26.4 of the Occupational Health and Safety Regulation;
- (g) obtain from each employer within the Workplace the name of the person designated as supervisor of the employer’s workers as required under Section 118(3) of the Act;
- (h) collect safety statistics regarding the operations of the Contractor and any subcontractors on forms provided by SNRC and on a monthly basis, by the 3rd working day of each calendar month, provide a report to SNRC in an acceptable form setting out matters relating to safety at the Workplace for the preceding month;
- (i) immediately notify SNRC of (i) an inspection or investigation relating to safety by a government official or (ii) any possible contravention of occupational health or safety legislation arising at the Workplace;
- (j) notify SNRC of all incidents at the Workplace requiring medical treatment and any other incidents that are required to be recorded pursuant to the Safety Program, within 24 hours of the occurrence of the incident;
- (k) promptly implement all safety recommendations of SNRC, acting reasonably;
- (l) deliver to SNRC

- i. a copy of the Notice of Project-Forestry, and
 - ii. a copy of the Safety Program;
- (m) provide to all other employers within the Workplace the applicable Site-Specific Safety Plans prepared pursuant to the Safety Program;
- (n) take steps to develop and maintain open communication relating to safety matters with the other employers and workers within the Workplace; and
- (o) provide additional training to the safety committee if required by SNRC.

2. Responsibilities of SNRC

SNRC will

- (a) review the Safety Program prior to its implementation and may require that the Prime Contractor make changes to the Safety Program that SNRC reasonably believes better reflect the intent of the Act, the Occupational Health and Safety Regulation, any other applicable legislation or the Rules and, if such a request is made, the Prime Contractor will promptly make all such reasonable changes to the Safety Program, and
- (b) from time to time attend at the Workplace to review all aspects of safety, including the Prime Contractor's implementation of the Safety Program, and the Prime Contractor will respond to any concerns SNRC may have with regard to safety within the Workplace.

3. Changes by SNRC

SNRC may at any time during the term of the Contract, and on written notice to the Prime Contractor, suspend, limit, or terminate any or all of the Prime Contractor's obligations under this Prime Contractor Agreement, as solely determined by SNRC.