



Silviculture Contract

FOR AUDITING

SILVICULTURE CONTRACT ADMIN. NO. _____

ATTACHMENT TO CONTRACT DATED THE _____ DAY OF _____ YEAR OF _____

SCHEDULE A

PART 1: GENERAL TERMS AND CONDITIONS

Definitions:

1.01 In this Schedule:

"Treatment Type" means the particular method(s) of silviculture audits and assessments that the Contractor is obligated to carry out under this Contract.

"Treatment Unit" means the area delineated on any attached map wherein one or more Treatment Types may be prescribed to be carried out.

"Work" means the services which the Contractor is obligated to perform under this Contract.

"Work Day" means every day of the week except Saturday, Sunday and statutory holidays.

Amendments and Supplements:

1.02 The specifications in this Schedule may be amended or further supplemented in other Schedules to this Contract or in the Work Progress Plan.

Professional Forester Accountable:

1.03 All Work must be done by, or under the direct supervision of, a Professional Forester who is in good standing with the Association of B.C. Professional Foresters.

Insurance:

1.04 The Contractor shall, upon execution of this Contract, unless directed by the Province, provide proof that the insurance specified in paragraphs 1.05 and 1.06 is in full effect with insurers acceptable to the Province and that each policy cannot be cancelled, lapsed or materially altered without a minimum of fifteen (15) days written notice to the Province.

1.05 The Contractor shall have comprehensive general liability insurance that provides a minimum of one million dollars (\$1,000,000.00) coverage and is inclusive of bodily injuries and property damage. This coverage shall include:

- (a) one hundred thousand dollars (\$100,000.00) fire fighting expenses;
- (b) the Contractor's premises, property (including unlicensed motor vehicles) and operations;
- (c) contingent liability with respect to contractors and subcontractors approved by the Province;
- (d) contractual liability covering Contractor's liability under any and all terms of this Contract; and
- (e) non-owned automotive liability.

1.06 The Contractor shall have statutory motor vehicle liability insurance that provides a minimum of one million dollars (\$1,000,000.00) coverage and is inclusive of bodily injuries and property damage coverage for all of the Contractor's licenced motor vehicles (owned or leased).

1.07 In the event that the Contractor does not obtain or maintain insurance as specified in paragraphs 1.05 and 1.06, the Province may, at its option, at any time obtain such insurance at the Contractor's expense and any premium payable shall be paid by the Contractor to the Province, or the Province may terminate the whole or any part of this Contract.

Provision of Treatment Units:

1.08 Where, in the opinion of the Province, it is not feasible to proceed with the Work or Treatment Type(s) in any or all of the Treatment Unit(s), the Province may substitute alternate Treatment Types or Treatment Units.

1.09 Where either party hereto considers that the substitution of Treatment Unit(s) or Treatment Type(s) will cause an increase or decrease in the Contractor's cost of performing the Work, that party may request that an equitable adjustment be made to the price per Treatment Unit set out in Schedule B attached hereto, and that the Contract be modified accordingly, in writing.

1.10 Where the Province and the Contractor are unable to agree on an equitable adjustment to the price per Treatment Unit then, subject to paragraph 1.11, the Contract shall be deemed to be terminated by mutual consent, and the Province shall not be obliged to make any further compensation to the Contractor other than payment for any Work that the Contractor has already completed to the satisfaction of the Province.

Compensation for Reductions in Contract Size:

1.11 If, after notifying the Contractor to commence Work, the Province determines that it is not feasible to proceed with the Work on any or all of the Treatment Units and it is unable to substitute alternate areas or agree with the Contractor on an equitable adjustment to the bid price then, in addition to making payment for any Work the Contractor has completed to the satisfaction of the Province, the Province shall pay to the Contractor fifteen percent (15%) of the amount by which the reduction of the total bid price in Schedule B (herein called the "shortfall") exceeds ten percent (10%) of the total bid price before the reduction was made.

1.12 The Province shall make no payment under paragraph 1.11, and no claim by the Contractor for any losses occasioned by such a shortfall shall be allowed in circumstances where the shortfall was occasioned by an Act of God, unsuitable weather, natural disaster, withdrawal of labour in labour disputes or any other unforeseeable causes over which the Province has no direct control or where the amount of the shortfall is less than or equal to ten percent (10%) of the total bid price before the reduction was made.

1.13 Where the Province makes a compensation payment to the Contractor under paragraph 1.11, the Contractor shall have no further claim in respect to the shortfall.

Assessments:

1.14 Any assessments assessed against the Contractor by the Province under this Contract shall be collected by either reducing the basic payment or by deducting the amount of the assessment from the security deposit held by the Province prior to the returning of the performance security to the Contractor.

Site Cleanup:

1.15 Upon the Contractor vacating any work, camp or rest area, the Ministry Officer shall inspect the area to determine, at his sole discretion, whether or not the area was left in an acceptable condition.

1.16 Should the Ministry Officer determine that the Contractor left the work, camp or rest area in an unacceptable condition, the Province will repair the area and charge the entire cost of the repairs to the Contractor.

1.17 Any determination of the Ministry Officer under paragraphs 1.15 and 1.16 are final and binding on the parties hereto.

Interpretation:

1.18 Any reference in this Contract to a manual or a form means a manual or form published by or for the Ministry of Forests, and includes every amendment to them and any manual or form published in substitution for them or replacement of them.

1.19 The powers in this Schedule for the Province to enforce the Contractor's compliance with the terms and conditions of this Contract may be exercised separately, concurrently or cumulatively with those powers of the Province set out elsewhere in this Contract.

PART 2: STANDARDS OF PERFORMANCE AND WORK PROGRESS

Work Plan Map:

2.01 The Province shall provide the Contractor with a work plan map which shows the Treatment Unit(s) and Treatment Type(s).

Ministry of Forests Standards:

2.02 All silviculture audits of Pre-harvest Silviculture Prescriptions shall be carried out using standard Ministry of Forests measures or assessments, as directed by the Province and as detailed in the Silviculture Manual. The Contractor shall address Sections 2, 3 and 6, and Appendix B, of the Silviculture Regulation (B.C. Reg. 147/88).

Standard of Performance Required:

2.03 All Work shall be carried out by persons who have successfully completed the Ministry of Forests Silviculture Surveys course.

2.04 A Professional Forester shall be responsible for all Work carried out under his/her supervision and must at all times exercise the standard of care, skill and diligence normally exhibited by Professional Foresters who are performing work similar to the Work required in this Contract.

2.05 All Work in this Contract shall be signed and sealed by the Professional Forester who was responsible for the Work being carried out.

2.06 Should the monitoring of the Contractor's performance show that the Work submitted under the Professional Forester's seal fails to meet professional standards, the responsible Professional Forester shall be reported to the Association of B.C. Professional Foresters.

2.07 Notwithstanding anything else in paragraphs 2.03 to 2.06, the Contractor shall assume full responsibility for all of the Work carried out under this Contract.

Detailed Standards:

2.08 In addition to the conditions contained in this Schedule, the Contractor shall comply with the standards of performance by Treatment Type and Treatment Unit stipulated in Schedules B and C attached hereto, and in the Work Progress Plan.

Progressive Treatment:

2.09 Unless otherwise authorized in writing by the Ministry Officer, Treatment Units shall be completed in the order set out in the Work Progress Plan.

2.10 Unless otherwise authorized in writing by the Ministry Officer, each Treatment Unit must be satisfactorily completed before the Contractor may commence Work on the next Treatment Unit.

PART 3: INSPECTION AND ACCEPTANCE

Contractor Performance Assessment:

3.01 Although professional certification of the Work through the use of the R.P.F. seal shall be recognized by the Province as *prima facie* evidence that the Work meets professional standards, the use of the R.P.F. seal shall not be construed so as to imply that it replaces current accepted and proper business practice, including the monitoring function.

3.02 The Ministry Officer may perform a walk-through assessment of any or all of the Treatment Units or Treatment Types to determine if the Work was performed in accordance with the specifications of Schedules B and C attached hereto, and with the Work Progress Plan.

3.03 Where the Ministry Officer deems it to be necessary, he may carry out a thorough assessment, using whatever methods he deems to be appropriate, on any or all of the Treatment Units.

3.04 The Ministry Officer will advise the Contractor forthwith of the results of his examination.

Re-inspection

3.05 Where the results of an inspection are unacceptable to the Contractor, he may, provided that he does so within three (3) Work Days of receiving the inspection results, request that the Province re-inspect the Treatment Unit(s).

3.06 Where the Contractor requests a re-inspection of the Treatment Unit(s), the Province will perform the re-inspection at a time mutually agreed to by the parties hereto, but in any event no later than ten (10) Work Days after receiving the request.

Initials
(Contractor)

Initials
(Province)

- 3.07 The results of the re-inspection shall be used to determine payment.
- 3.08 If the original inspection was a walk-through assessment by the Ministry Officer, the Province shall bear the cost of re-inspection.
- 3.09 If the original inspection included the Ministry Officer performing the appropriate survey technique(s) for the particular Treatment Type(s), then:
- (a) The Contractor shall pay the Province's costs of the re-inspection if the difference in the results between the original inspection and the re-inspection is less than ten percent (10%) of the original inspection results. and
 - (b) The Province shall bear its costs of the re-inspection if the difference in the results between the original inspection and the re-inspection is equal to or exceeds ten percent (10%) of the original inspection results.
- 3.10 In those instances where the Province must bear its costs of the re-inspection, it shall also pay to the Contractor or his representative, provided they are present through the entire re-inspection, the sum of one hundred and fifty dollars (\$150.00) as reimbursement for time spent re-inspecting the Treatment Unit(s).

PART 4: MEASUREMENT AND PAYMENT

Basis for Payment:

- 4.01 If the Work is to be performed on a rate per unit of time basis, the basic payment shall be determined by multiplying the number of hours completed on an area satisfactorily treated by an hourly rate stipulated in Schedule B attached hereto.
- 4.02 If the Work is to be performed on a bid price per unit area basis, the basic payment shall be determined by multiplying the area satisfactorily treated by the bid price per unit area stipulated in Schedule B attached hereto.
- 4.03 The basic payment shall be subject to the charges, if any, as set out in this Contract.

Basis for Evaluation of Work:

- 4.04 The basis for evaluating the quality of the Work is dependent upon the Treatment Type being performed. Schedules B and C attached hereto, as well as the Work Progress Plan, may stipulate criteria that may be used in the evaluation of particular Treatment Types.

PART 5: NON-COMPLIANCE, TERMINATION

Unacceptable Quality:

- 5.01 The parties hereto agree that it is of paramount importance to the Province that all of the Work performed pursuant to this Contract be properly carried out. The Contractor therefore agrees that, should the Province determine that any of the Work is of an acceptable quality (and this is confirmed by a re-inspection if one is requested under paragraph 3.05) and the Province determines that the Contractor's performance was such that irreparable harm has been done to the spirit and intent of the Contract, the Province shall make no payment for the unacceptable Work and may, without further notice, terminate this Contract forthwith.
- 5.02 Notwithstanding paragraph 5.01, whenever the Ministry Officer's inspection indicates that the quality of the Work is unsatisfactory, the Province may notify the Contractor that he must, at his own expense, raise the standard of Work on the Treatment Unit(s) in question to an acceptable standard by the deadline specified therein.
- 5.03 Should the Contractor fail to comply with the requirements of a notice given under paragraph 5.02, the Province shall make no payment for those Treatment Unit(s) which remain below an acceptable standard and the Province may, without further notice to the Contractor, terminate this Contract forthwith.
- 5.04 Should an inspection of Work which was performed after the Contractor has received a notice under paragraph 5.02 indicate that the quality of Work is again unacceptable to the Province, the Province may, without further notice, terminate this Contract forthwith.