



SILVICULTURE CONTRACT ADMIN. NO. \_\_\_\_\_

ATTACHMENT TO CONTRACT DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

### SCHEDULE A

#### GENERAL

- 1.01 Subject to this Schedule and the Contract, the Contractor will, for each of the Activity Contracts:
- (a) monitor the performance of the Activity Contractor to ensure compliance with the terms and conditions of the Activity Contract;
  - (b) act as liaison between the Activity Contractor and the Province;
  - (c) report to the Province weekly or as directed by the Province;
  - (d) perform inspections;
  - (e) notify the Province of any contravention of the Activity Contract and, if authorized in this Schedule to do so, issue Notices to Comply and Stop Work Orders; and
  - (f) schedule and conduct a Pre-Work Conference, if required to do so by the Province.

#### NOTIFICATION TO COMMENCE WORK

- 2.01 The Province may give to the Contractor a Notification to Commence Work containing such matters as it deems appropriate, including, without restricting the generality of the foregoing:
- (a) a requirement to conduct a site inspection;
  - (b) a requirement to meet with the Ministry Officer;
  - (c) a requirement to attend a Pre-Work Conference; and
  - (d) a requirement to conduct a Pre-Work Conference.
- 2.02 A Notification to Commence Work shall, subject to paragraph 2.03, be in writing.
- 2.03 A Notification to Commence Work may be given by telephone, provided that a written Notification to Commence Work is delivered to the Contractor as soon thereafter as reasonably possible.

#### SITE INSPECTION

- 3.01 The Contractor will, if required in a Notification to Commence Work, in accordance with the Notification to Commence Work, inspect the Site, assess the weather and soil conditions for suitability for planting, and report his findings to the Ministry Officer, including an estimate of when work under the Activity Contract may commence.

#### CONFERENCE WITH THE MINISTRY OFFICER

- 4.01 The Contractor shall meet with the Ministry Officer prior to the Pre-Work Conferences to discuss contract terms and performance requirements of this Contract.

#### PRE-WORK CONFERENCE

- 5.01 The Contractor shall attend a Pre-Work Conference for each Activity Contract and shall, if required to do so in a Notification to Commence Work, conduct the Pre-Work Conference on behalf of the Province.
- 5.02 At a Pre-Work Conference, the Activity Contractor and either the Ministry Officer or, when the Contractor has been required to conduct a Pre-Work Conference on behalf of the Province, the Contractor, shall agree on a Work Progress Plan.
- 5.03 A Work Progress Plan shall be in writing, signed by the Activity Contractor and the Province, and shall include, where practicable:
- (a) the name of a representative to act on behalf of the Activity Contractor in the absence of the Activity Contractor;
  - (b) the starting date;
  - (c) arrangements for the provision of any materials, services or equipment to be supplied by the Province, including dates and frequency of delivery and size of shipments;
  - (d) the number of workers to be employed by the Activity Contractor, the foreman, the order of work by unit and the minimum production rate;
  - (e) the address to which correspondence and payments in connection with the Activity Contract are to be delivered;
  - (f) a description of payment areas;
  - (g) provisions concerning the disposition of performance securities;
  - (h) the name of the Ministry Officer; and
  - (i) the Activity Contractor's Workers' Compensation Board registration number.
- 5.04 Notwithstanding paragraph 5.03, the Contractor may, if authorized in writing by the Ministry Officer, sign a Work Progress Plan. A Work Progress Plan signed by the Contractor under this paragraph does not require signature by the Province.

#### MONITORING PERFORMANCE

- 6.01 The Contractor will, for each Activity Contract, monitor the performance of the Activity Contractor to determine whether or not the Activity Contractor is performing his obligations under the Activity Contract in compliance with the terms and conditions of the Activity Contract.
- 6.02 Without restricting the generality of the foregoing, the Contractor will, for each Activity Contract:
- (a) attend at the time and place of delivery of seedlings by the Province to the Activity Contractor;
  - (b) check that seedlings are handled and stored by the Activity Contractor at all times strictly in accordance with the Activity Contract;
  - (c) ensure that work is proceeding on schedule;

- (d) attend at the Site during the first three days of work, and closely monitor performance of the work and the operations of the Activity Contractor to determine that the work and the operations are proceeding strictly in accordance with the Activity Contract;
- (e) make such further inspections as necessary to determine whether the Activity Contractor is performing his obligations under the Activity Contract strictly in accordance with the Activity Contract;
- (f) make such inspections as are necessary to determine whether the Activity Contractor is in compliance with the Camp Standards set out in Schedule "D" to each Activity Contract, the Forest Fire Prevention Regulation, Workers' Compensation Board Regulations and other fire prevention and suppression provisions specified in the Activity Contract.

#### INSPECTIONS

- 7.01 The Contractor will, for each Activity Contract, forthwith upon receiving a Request for Inspection from the Activity Contractor, inspect the Site or a payment area using the Planting Quality Inspection System then in use by the Ministry of Forests and as described in the Activity Contract, and will record the results on a Planting Inspection Report (FS 704).
- 7.02 The Contractor will, forthwith upon completion of an inspection:
- (a) deliver to the Activity Contractor and to the Province a copy of the Planting Inspection Report, signed by him;
  - (b) unless otherwise directed by the Ministry Officer, prepare a Payment Certificate (FS 795), sign the Payment Certificate as "Receiving Authority" and deliver the Payment Certificate to the Ministry Officer.
- 7.03 The Contractor will convey to the Province any request from an Activity Contractor for a reinspection. The Contractor shall not be obligated to perform a reinspection.
- 7.04 The Contractor will permit the Activity Contractor and the Ministry Officer, or either of them, to be present at any inspection.
- 7.05 The Contractor will, for each Activity Contract:
- (a) identify areas of misplanted ground, including low-density or untreated areas as described in the Activity Contract, within planting units, and make a recommendation to the Ministry Officer as to whether or not it is acceptable or possible to rework those areas;
  - (b) notify the Activity Contractor to rework, if so authorized by the Ministry Officer;
  - (c) recommend appropriate fines or penalties under the Activity Contract to the Ministry Officer, where reworking is not acceptable or possible; and
  - (d) if required to do so by the Province, perform a traverse of any or all low-density or untreated areas.

#### NOTICES TO COMPLY AND STOP WORK ORDERS

- 8.01 Whenever the Contractor finds that the Activity Contractor:
- (a) has performed or is performing work of a quality which does not meet the requirements, standards and specifications of the Activity Contract;
  - (b) has failed to perform work required by the Activity Contract;
  - (c) is employing methods or procedures which do not comply with the Activity Contract; or
  - (d) is in breach of federal, provincial or municipal legislation or regulations including, without restricting the generality of the foregoing, the Forest Fire Prevention Regulation or a regulation under the *Workers' Compensation Act*,
- the Contractor shall forthwith deliver to the Activity Contractor a Notice to Comply.
- 8.02 A Notice to Comply shall:
- (a) be on form FS 791D, FS 242 or a replacement form acceptable to the Ministry Officer;
  - (b) be signed by the Contractor, his representative or the Ministry Officer;
  - (c) specify the failure or non-compliance;
  - (d) state whether or not the Activity Contractor may rework or substitute an area;
  - (e) specify a time within which the Activity Contractor must conform to the Contract Specifications or remedy the default;
  - (f) state the consequences of failure to conform;
  - (g) bear the date of the inspection or Site visit which disclosed the non-compliance;
  - (h) be signed by the Activity Contractor or bear a notation that the Activity Contractor has refused to sign;
  - (i) state that the Contractor will receive no payment or a reduced payment for the substandard Area, if that is the case;
  - (j) state whether work may proceed on the next scheduled Area;
  - (k) state that the quality of subsequent work must be raised to the minimum acceptable standard within one day or such longer period as the Contractor, having consulted with the Ministry Officer, deems appropriate, and that failure to do so may result in the cancellation of the Activity Contract;

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- (l) state whether any charges or penalties, under the Activity Contract, are recommended by the Contractor; and
  - (m) contain such other items as the Contractor deems appropriate, which are consistent with this Schedule and the Contract.
- 8.03 Whenever the Contractor delivers to an Activity Contractor a Notice to Comply, the Contractor shall reinspect forthwith upon expiry of the time period referred to in subparagraphs 8.02(e) and 8.02(k) to determine whether or not the Activity Contractor has complied with the Notice to Comply.
- 8.04 Where:
- (a) an Activity Contractor fails or refuses, without good reason, to comply with a Notice to Comply;
  - (b) a substandard Area was the final Area scheduled for completion under the Activity Contract;
- the Contractor shall forthwith deliver a Stop Work Order to the Activity Contractor.
- 8.05 A Stop Work Order shall:
- (a) be on form FS 791E, FS 242 or a replacement form acceptable to the Ministry Officer;
  - (b) be signed by the Contractor, his representative or the Ministry Officer;
  - (c) state that work must be terminated and the reason for the termination;
  - (d) state that the Activity Contractor will receive no payment, or reduced payment, for the substandard Area;
  - (e) state whether or not termination or suspension of the Activity Contract has been or will be recommended by the Contractor to the Province; and
  - (f) be signed by the Activity Contractor or bear a notation that the Activity Contractor has refused to sign.
- 8.06 The Contractor will, in issuing Notices to Comply or Stop Work Orders, follow substantially the procedure described in the Silviculture Manual.

#### **CHANGES**

- 9.01 The Contractor will promptly report to the Ministry Officer any request by an Activity Contractor for a change in an Activity Contract.
- 9.02 The Province will promptly deliver to the Contractor a copy of any amendment to an Activity Contract.

#### **REPORTING**

- 10.01 The Contractor will, for each Activity Contract:
- (a) maintain a daily record of activities, including observations as to the quality of performance of the Activity Contract, contraventions of the Activity Contract, Notices to Comply, Stop Work Orders, weather conditions, and any significant conversations with the Activity Contractor respecting the performance of work under the Activity Contract;
  - (b) submit a copy of the daily record to the Ministry Officer weekly or as directed by the Ministry Officer;
  - (c) report to the Province unsuitable weather or other conditions which may require suspension of an Activity Contract;
  - (d) as and when directed by the Ministry Officer, provide a report on work under an Activity Contract;
  - (e) at all times, in performing the services with respect to the Activity Contract, have in his possession copies of the Activity Contract, Work Progress Plan, amendments to the Activity Contract, Notices to Comply and Stop Work Orders; and
  - (f) report any contravention of the Activity Contract, any Notice to Comply or any Stop Work Order to the Ministry Officer forthwith.

#### **DEFINITIONS**

- 11.01 In this Schedule:
- "Notice to Comply" means a Notice to Comply issued under paragraph 8.01;
- "Request for Inspection" means a Request for Inspection by an Activity Contractor under an Activity Contract, accompanied by a statement and/or map quoting the number and type of seedlings planted;
- "Stop Work Order" means a Stop Work Order issued under paragraph 8.04.



## TREE PLANTING

SILVICULTURE CONTRACT ADMIN. NO.

ATTACHMENT TO CONTRACT DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

### SCHEDULE B

#### PAYMENT OF FEES AND EXPENSES

1. Subject to the terms and conditions of this Schedule and the Contract, in return for the Services the Province will make payments to the Contractor as follows:

CONTRACT NO. AND LOCATION	OPENING	PRICE PER HECTARE (if applicable)	TOTAL

2. (a) Payment will be made to the Contractor upon completion of the Services related to an Activity Contract or a Payment Unit, provided that the Contractor has submitted an invoice. Payment will be made within 31 days of receipt by the Province of an invoice.  
(b) Interest will be paid on overdue accounts in accordance with the *Financial Administration Act* and Regulations, but no interest will be payable until 61 days after the receipt by the Province of an invoice.
3. The Contractor will not be entitled to payment with respect to an Activity Contract for any Services performed before a Notification to Commence Work has been given by the Ministry Officer.
4. The Contractor will not be reimbursed for expenses, except as provided for in paragraph 7(b) and except for such extraordinary expenses as have received prior approval in writing from the Ministry Officer.
5. If an Activity Contract is cancelled, the Contractor will be entitled to:
  - (a) a replacement Activity Contract, provided the Province is able to offer to the Contractor a replacement Activity Contract acceptable to the Contractor; or
  - (b) compensation in an amount determined under paragraph 10.
6. If, under an Activity Contract, an alternative area (the "alternative area") is substituted for an area (the "original area") specified in an Activity Contract, whether or not the Activity Contract is amended, this Contract shall be deemed to be amended accordingly and the Contractor shall, subject to paragraph 8, be entitled to payment for Services relating to the alternative area at the price per hectare provided by this Schedule for the original area, but will not be entitled to compensation for the amendment.
7. If work under an Activity Contract is suspended, the Contractor will, if the duration of the suspension is:
  - (a) 24 hours or less, not be entitled to compensation in connection with the suspension;
  - (b) more than 24 hours, be entitled to compensation only for documented expenses necessarily incurred with respect to the Activity Contract and which would not have been incurred were it not for the suspension.
8. If, as a result of an amendment to an Activity Contract or a substitution of an area under an Activity Contract, work is reduced so that full payment under the Activity Contract is less than 90 percent of the original Contract price, the Contractor will be entitled to compensation in an amount determined under paragraph 10.
9. Where a reinspection requested by an Activity Contractor determines a planting quality different by more than 10 percent from the planting quality determined by the Contractor and, as a result, the Province is obligated by the Activity Contract to pay to the Activity Contractor \$100.00, payment to the Contractor will be reduced by \$100.00.
10. Where, under this Schedule, the Contractor is entitled to compensation, the amount of compensation will be 15 percent of the short-fall. In this paragraph, "short-fall" means the amount by which the reduction in full payment under this Schedule for that Activity Contract exceeds 10 percent of the full payment stipulated in the Activity Contract before the reduction.

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