



Schedule A - Services

File: 2021-Boden Lake

Attachment to the Agreement with _____ for Overstory Removal of Impacted Mountain Pine Beetle Stands in the Nadina Forest District

1. **ARTICLE 1: GENERAL TERMS AND CONDITIONS**

Definitions

1.01 In this Schedule, the following words shall have the following meanings:

"**Treatment Type**" means the particular method(s) of mechanical site preparation that the Contractor is obligated to carry out under this Contract; and

"**Treatment Unit**" means the area delineated on the attached map(s) wherein one or more treatment types may be prescribed to be carried out.

"**Work Plan Map**" means a detailed map which shows the Treatment Unit(s) and Treatment Types, the areas which must be avoided, and other special areas such as machine free zones, riparian management areas or wildlife retention patches.

"**Soil Disturbance**" means the soil disturbance caused by a forest practice on an area covered by a Silviculture Prescription or Stand Management Prescription or Treatment Plan including:

- (a) areas occupied by excavated or bladed trails of a temporary nature;
- (b) areas occupied by corduroyed trails;
- (c) areas of dispersed disturbance; and
- (d) compact areas.

Soil Disturbance is further defined in the *Soil Disturbance and Forest Floor Displacement Definition Document* which forms part of this Agreement.

"**Forest Floor Displacement**" means any area(s) where the forest floor has been removed by scalping, gouging, or burning. Forest Floor Displacement is further defined in the *Soil Disturbance and Forest Floor Displacement Definition Document* which forms part of this Agreement.

Amendments and Supplements

1.02 The Chinook Representative may amend or further supplement the specifications in this schedule with other schedules to this Agreement.

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Initials	Initials
(Contractor)	(Chinook)

Equipment Provision and Inspection

- 1.03 The Contractor must supply all of the equipment that is required for the various Treatment Types specified in Schedule 'B' and Schedule 'C' attached hereto. Such equipment shall be in good working order.
- 1.04 Prior to commencement of the Work or at any time during the course of the Work the Chinook Representative may inspect the equipment. If the Chinook Representative determines that the equipment is unsuitable for the required Work or is not in good working order, the Chinook Representative may suspend operations until the equipment is replaced or repaired.

ARTICLE 2: STANDARDS OF PERFORMANCE AND WORK PROGRESS

Work Plan Map

- 2.01 Chinook shall provide the Contractor with Work Plan Map(s).
- 2.02 The Contractor shall ensure that:
 - (a) The wheels or tracks of mechanical site preparation equipment are not placed within five metres of a stream or stream bed without specific written permission of a person authorized by the District Manager. An exception to this rule is designated stream crossings specifically indicated on a work plan map.
 - (b) Piles or windrows are not built in wetlands, streams or stream beds.
 - (c) At no time will any substance which may cause pollution to be deposited within any lake, stream or stream bed.
 - (d) No obstruction or fill will be placed or caused to be placed within the high-water level of any lake or stream channel.

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Treatment Along or Across Contours

- 2.03 Where the Treatment Type necessitates continuous soil exposure, the Contractor shall work along the contours of the Treatment Unit, unless otherwise authorized by the Chinook Representative.
- 2.04 Where the Treatment Type is intermittent, the Contractor may operate across the contours, where specifically authorized to do so by the Chinook Representative.

Excessive Soil Disturbance

- 2.05 Where the Chinook Representative determines that the Contractor has caused, by any means whether directly or indirectly, any unacceptable levels and/or categories of soil disturbances, Chinook may notify the Contractor that he must rehabilitate the specified site(s) to an acceptable level at the Contractor's own expense.
- 2.06 Should a notice be given by the Chinook Representative under paragraph 2.05, the notice shall specify a deadline by which time the Contractor must have rehabilitated the site(s) to an acceptable level as determined by the Chinook Representative.
- 2.07 Should the Contractor, upon being given notice by Chinook, fail to rehabilitate the site(s) to an acceptable level, no payment will be made for those Treatment Unit(s) containing site(s) which remain with soil disturbance above unacceptable levels and Chinook may require the Contractor to pay the cost of rehabilitation.

ARTICLE 3: INSPECTION, ACCEPTANCE AND PAYMENT

Inspection Method

- 3.01 The Chinook Representative may perform a walkthrough assessment of any or all of the Treatment Units to determine if the Work was performed in accordance with the specifications of attached Schedules and Map(s).
- 3.02 Where the work is not done to an acceptable standard, the Contractor may be required to rework the area. If the area is not rework able, or if the Contractor does not agree that the area needs to be reworked, the Chinook Representative will inspect the Treatment Unit(s) using the formal inspection method that is appropriate for the Treatment Type. The inspection method that is appropriate will be determined by whether the purpose of the treatment was to obtain natural regeneration from adjacent seed, natural regeneration from seed on-site, to prepare the site for artificial regeneration, or to eradicate mistletoe.

Inspection Methods for Treatment Objectives:

- 3.03 Where preparing the site for artificial regeneration (planting) is the objective of the treatment, the following criteria will apply to the Prepared Spot Survey:
- (a) A series of 0.005 ha (50 m² - 3.99 m radius) plots will be established in a Treatment Unit to determine site preparation quality percentage (SPQ). Each plot will measure the number of satisfactorily prepared spots and the potential number of spots which could have been prepared given site conditions. The maximum

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number of potentially prep arable spots per plot will be based on the target number of prepared spots per hectare specified in Schedule B, and/or the signed and sealed Treatment Plan for the area.

A prepared spot is generally defined as an area which has been mechanically modified by removing trees, slash, vegetation, and exposing mineral soil or a favourable mixture of mineral soil and organic matter in a configuration that will promote seedling survival and growth. Further description of the required attributes of prepared spots are provided in Schedule B, and/or the signed and sealed Treatment Plan for the area and attached hereto.

Site preparation quality is determined by dividing the total number of satisfactorily prepared spots by the total number of potentially prep arable spots from the plots, and expressing this number as a percentage.

$$\text{SPQ} = \frac{\text{total \# of satisfactorily prepared spots}}{\text{total \# of potentially prep arable spots}} * 100$$

- (b) Upon determination of the site preparation quality percentage (SPQ), the basic payment will be adjusted by applying the following formula:

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

8

Payment % cannot exceed 100%.

- (c) Any contiguous area greater than one-tenth (1/10) hectare shall be declared unsatisfactorily treated when SPQ is less than the minimum acceptable standard of 85%.

3.04 Where the eradication of mistletoe is the objective of treatment, the following criteria apply to the Mistletoe Eradication Survey:

- (a) The 0.01 ha. (100 m² - 5.64 m radius) plot is satisfactorily treated if all residual trees which are designated for cutting which are greater than 30 centimetres in height (or a height specified in Schedule B attached hereto) have been cut off below the lowest live limb or girdled in a manner acceptable to the Province.
- (b) To qualify for payment, at least 85% of the sample plots established must be satisfactorily treated, and the satisfactorily treated plots must be well distributed throughout the Treatment Unit. Where the inspection indicates less than 85% of the plots are satisfactorily treated the Contractor may be required to rework the area.

4.01 OUTCOMES:

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- (a) Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

The purpose of this agreement is to harvest, remove logs and pile unacceptable trees, woody debris on the Work Area(s) by feller bunching/skidding and/or using an excavator with a piling rake, crawler tractor, or other machinery deemed appropriate by the Chinook Representative. The objective of the work is to create plantable spots for future artificial regeneration (tree planting).

The work areas are sites with post MPB dead, dying trees need to be removed from site, and/or piled. If piled burning of piles is mandatory by the contractor. The average estimated merchantable volume is 125 m³/ha. However, all sites will contain some non-commercial vegetation which will need to be knocked down, reduced and/or piled.

Road restoration, as well as access trail construction will be required as part of this agreement. These roads/trails will be needed to access the work areas (both during and after MSP) and are marked on the attached maps. Road restoration includes, but is not limited to, brushing out of road right-of-ways and road surface restoration/blading.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved

5. KEY PERSONNEL

5.01 The Services shall be performed by the following "Key Personnel":

and there shall be no substitution for the person(s) listed above without the prior consent of Chinook representative.

Option to Renew

The Contract contains an *'option to renew'* clause whereby Chinook reserves the right to renew but is under no obligation to renew the Contract for a further Term of up to one year, to a maximum of three terms, subject to funding and satisfactory performance of the Contractor. As renewal is not assured, Bidders are cautioned to prepare their tender price on the basis of a single term contract only. Should the option-to-renew be exercised, the bid rate or bid price is expected to remain unchanged in the subsequent term unless, in Chinook's sole opinion, a negotiated rate change is warranted.