



Natural Resource Ministries

Schedule C Other Conditions

CONTRACT ADMIN. NO: 10005-40/PL26TKN001	ATTACHMENT TO CONTRACT DATED THE ____ DAY OF _____, 2024.
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Attachment to the Agreement with _____ for Tree Planting - SZ.

ARTICLE 1: General Conditions

General Requirements

- 1.01 The Contractor must have workable equipment (e.g. radiotelephone, satellite phone, cell phone) on site, capable of communication between the planting site and the Okanagan-Columbia Timber Sales Office.
- 1.02 Further to **Schedule A, Section 2.13**; the contractor may be assessed a reduction in basic payment in the amount of ten dollars (\$10) for each seedling box liner or wrapper not properly disposed of and in the amount of twenty-five (\$25) dollars for each seedling box not properly disposed of.
- 1.03 The Contractor will be charged a minimum of two hundred and fifty dollars (\$250) for any domestic refuse remaining at the planting camp area.
- 1.04 This contract has an average daily production rate of **40,000/day** for spring trees. The contractor is responsible to ensure sufficient resources to meet this level of production. If the contractor is unable to support this minimum production level the Province may impose a penalty of \$1000/day that production is below the specified minimum.
- 1.05 Noxious or important invasive species identified in the field must be reported to the Ministry Representative.

Helicopter Use

- 1.06 Helicopter costs will be the responsibility of the Province, only for those blocks that are identified on the Schedule B-1 as requiring the air transportation of seedlings.
- 1.07 The organization of transporting seedlings, boxes and garbage between planting operations and the planting site by helicopter will be the responsibility of the Contractor.

Access

- 1.08 The Contractor is responsible to include all costs associated with accessing the planting sites in their bid (expect all blocks to have a certain level of deactivation). The Ministry will only be addressing any Substantial Access Changes that may arise. *Substantial Access Changes include circumstances such as bridge removals and road washouts that did not exist prior to the contract tender closing date.*
- 1.09 An additive may be applied to the unit rate as a result of a Substantial Access Change, if the change occurs after the tender closing date and prior to the planting start date. Additives are subject to the approval by the Ministry Representative.
- 1.10 The Contractor will provide all transportation capable of transporting seedlings, personnel equipment and supplies to and within the planting sites.
- 1.11 Crossings of any stream course with any vehicle must be managed in order to minimize disturbance to stream banks and water quality. All crossing materials are to be removed prior to leaving the block. The stream crossing must be left in the same or better condition than it was prior to block entry.

Wildfire Danger Tree Assessments

- 1.12 Danger trees must be assessed prior to planting each unit. Assessments must be carried out as per the approved Wildlife Danger Tree assessment procedures by a certified assessor and the completed assessment must be submitted to the Ministry Representative. Trees assessed as dangerous must **be felled by a certified faller** prior to planting or have a safe “No-Work Zone” established.

Project Plan

- 1.13 The Contractor will provide the Ministry Representative with a Work Progress Plan, which must be approved by the Ministry Representative prior to the commencement of work. The Work Progress Plan must:
 - (a) Estimate the production per week including the number of planters, crews, and camps;
 - (b) Include the names of key personnel that will be conducting works as specified in this schedule, (e.g. supervisors, forepersons, planting quality checkers etc.) and documentation of experience and references upon request;
 - (c) Identify project commencement date and estimated project completion date;
 - (d) Organize the planting project to ensure that high priority planting units (e.g. low elevation/snow free blocks first) are completed well in advance of the project deadline;
 - (e) Organize the planting project to minimize the potential for partially planted Payment Areas;
 - (f) Identify the initial sequence of blocks to be planted. This sequence must ensure that planting progresses in a manner that is more or less continuous within the contract timeframe to meet the project deadlines;
 - (g) Schedule nursery seedling hot lift requests for summer stock;

- (h) Address and abide by any identified deadlines or special instructions as listed or discussed throughout the duration of the contract.
- 1.14 The Contractor will modify the Project Plan as required and update the Ministry Representative weekly on the progress of the project and resultant changes. Changes may be subject to the approval of the Ministry Representative.
- 1.15 All trees planted must be reconciled with nursery records of seedlings delivered and submitted to the Ministry Representative within two (2) weeks of project completion.
- 1.16 All spring trees must be planted no later than June 21, for Spring Planting. **The Province may impose a penalty of \$1000 per day for every day that the work exceeds this date.**
- 1.17 All **summer** trees must be planted no later than July 23, or a total of 19 days from start of planting. **The Province may impose a penalty of \$1000 per day for every day that the work exceeds this date.**

Contractor Reporting

- 1.18 The Contractor must track all seedling movements from the nursery, as well as moving seedlings to and between Planting Units, and ensure that planting locations of all stock are accurately mapped and reported. The Contractor must submit to the Ministry Representative the planting information within three (3) days of completing a request for inspection of each block and/or Planting Unit in the following format:
 - Digital data in a format suitable for upload into Plant Wizard.** The following information must be provided by Planting Unit:
 - i. The area of the Planting Unit;
 - ii. The total number of seedlings planted by species, request key, seedlot and stock type;
 - iii. The planting start and completion dates.
- 1.19 The Contractor must, on any blocks not completed due to a shortage of trees, ribbon the unplanted area with prominent flagging tape, GPS the area and its location on the Planting Map. The Contractor shall organize planting so as to leave a single contiguous unplanted area. The unplanted area shall be left in the area closest to point of entry to the block.
- 1.20 The Contractor must identify the location and quantity of seedlings that have suffered from a Risk Event and a description of the type of Risk Event. Risk Event means any event or site condition that places the planted trees at risk of mortality (ie, hail, poor stock, poor stock handling).
- 1.21 If the Contractor has not fulfilled the reporting obligations in Section [1.18](#) within three (3) days, the Province may reduce the Basic Payment by one hundred dollars (\$100) for every 24 hour period the information is late.

ARTICLE 2: Seedlings

Delivery of Seedlings

- 2.01 The Contractor is responsible for making all arrangements from the designated nursery or cold storage facility, and for the transportation of seedlings in a manner consistent with seedling transportation guideline procedures. The Ministry Representative must be notified of scheduled orders.
- 2.02 The Contractor must provide the nursery or cold storage at least 10 working days notice of their pick-up schedule.
- 2.03 The cost of transporting spring seedlings from the cold storage facility to the planting locations (see Schedule B-1) will be the contractors responsibility.

Responsibility for Seedlings

- 2.04 Upon pick up of the seedlings from the nursery or cold storage facility location, the Contractor shall sign a receipt for the number of seedlings received and their condition. The Contractor must provide the Ministry Representative with these receipts upon request.
- 2.05 A reefer unit is required for storing seedlings during this contract. The Contractor will be responsible for any reefer rental costs including any expenses associated with maintaining the reefer unit. In addition, any reefer on site must be padlocked to prevent theft.
- 2.06 The contractor will be responsible for tracking stock movement once delivered to the site. Seedling temperatures are to be taken twice a day and recorded.

ARTICLE 3: Planting

Unburnt Piles or Decked Wood

- 3.01 For blocks that have unburnt piles and/or decked wood remaining, planting shall not be completed any closer than a minimum of **5m** from the piles/decked wood and no planting is to occur between the piles/decked wood and the road, unless directed by the Ministry Representative.

Planting Unit Layout

- 3.02 The Contractor is responsible for the layout of Planting Units before planting commences.

Screefing/Scalping

- 3.03 Planting spots shall be prepared by screefing loose litter, slash, and minor vegetation in an area large enough that no loose litter or slash will fall onto the planted seedling. In some cases where there is a heavy grass layer you will be required to screef the root mat off (remove 20cm x 20cm screef) before tree is planted.

Natural Regeneration

- 3.04 For a natural seedling to be considered an occupier of a plantable spot it must be one of the species indicated on the Planting Map and Prescription and meet 15cm minimum height and the following quality standards:
- (a) Have good form and vigour
 - (b) Be non-chlorotic
 - (c) Have one straight, dominant leader
 - (d) Free of cuts or scars on the main stem.

Mixed Planting

- 3.05 Unless otherwise specified, the Contractor shall ensure that mixed bag planting occurs in all units where more than one species has been allocated. Mixed bag planting shall occur throughout the entire unit at approximately the proportion allocated to the planting unit utilizing microsites as indicated in Article 3.6 of Schedule A. Areas planted as a monoculture greater than or equal to .5 hectares may be considered as non compliance with this Agreement.

ARTICLE 4: Planting Inspection and Reporting

Contractor's Request for Inspection

- 4.01 As per Article 11.01 in the Operational Services Contract, the contractor must request inspection from the Province prior to payment. Further to this Article, requests must meet the follow criteria:
- Submitted to the Ministry Representative and Implementation contractor within **48 hours** upon completion of this work. The request must be in writing and include the following:
 - (a) For each Planting Unit, all the following information:
 - The unique block identifier (UBI) for the payment unit;
 - The date planting was completed;
 - The number of seedlings planted, by Request Key;
 - The estimated quality percentage;
 - (b) A legible field map that includes the following information:
 - Planting Unit and Standards Unit boundaries;
 - The location of unplanted, low/high density and/or low quality areas.

4.02 The planting contractor will accurately delineate and GPS traverse the following:

- (a) Unplanted areas;
- (b) Low/high density and low quality areas.

Final Project Report

4.03 At the completion of the project under this Agreement and within 10 Work Days after planting has been completed on the last Payment Area, the Contractor upon request must submit to the Ministry Representative, reports in hardcopy and/or electronic format containing previously mentioned information in this agreement, along with the following additional information if requested:

- (a) Daily contract notes;
- (b) The final Plant Wizard allocation;
- (c) Planting stocking shipping order forms;
- (d) Daily production summary.
- (e) Reefer daily temperature spread sheet

Project Supervision

4.04 The following are Key Personnel who will fill the following roles:

Role or Function	Name of Person / Phone # / email Address	Qualifications - Professional / Technical Designation and/or Experience
Project Supervisor		Successful management of a similarly sized and complex project. Minimum three (3) years of planting project supervision experience.
Foreperson		Minimum of two (2) years planting seasons of foreperson experience and/or two planting seasons of tree planting industry experience.
Quality Checker		Minimum of one (1) planting season of quality checking and/or one planting season of planting experience.

Responsibilities of Key Personnel

- 4.05 The above Key Personnel must be full-time, non-planting and on site and perform the following responsibilities:

Role or Function	
Project Supervisor	Overall management and administration of the Work under this Agreement, including reporting and communications with the Ministry Representative. Operational review with all other Contractor personnel, prior to the commencement of planting the Treatment Units within each Work Area.
Foreperson	Conduct a minimum of two quality plots on each tree planter daily; provide a copy of the completed plot cards to the Ministry Representative upon request; and manage any substandard tree storage, tree handling, and planting quality issues.
Quality Checker	Perform and record a minimum of two quality plots on each tree planter daily; provide a copy of these plot cards to the Ministry Representative upon request; and manage any substandard planting quality issues.

Contractor's Personnel

- 4.06 Prior to the commencement of Work, the Contractor shall provide the Ministry Representative with the names of the individuals who will be foreperson for the project.
- 4.07 The Contractor shall ensure that:
- All forepersons evaluated and accepted under the Conditions of Tender for this Agreement shall be engaged as forepersons for the duration of this Agreement.
 - Substitution of any individual evaluated and accepted under this contract is subject to approval by the Ministry Representative.