

Klahoose First Nation



Cortes Forestry General Partnership

Road Building Contract

CAR Main

March 2019



Klahoose First Nation



Cortes Forestry General Partnership

CAR Main Road Building Contract March 2019

THIS CONTRACT dated for reference March 31, 2019

BETWEEN:

Cortes Forestry General Partnership
(hereinafter called the "CFGP")

at the following address:

P.O. Box 9
Squirrel Cove, British Columbia, V0P 1T0

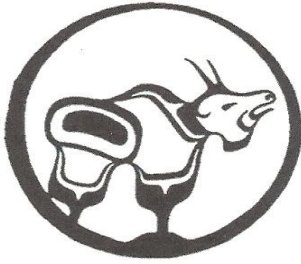
Telephone Number: (250) 202-1509
email: misterlombard@gmail.com

AND

(hereinafter called the "Contractor")

at the following address:

Telephone Number:



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Cortes Forestry General Partnership

WHEREAS:

1. CFGP wishes certain road construction to be performed as described in **clause 1.1 and Appendix A**
2. The Contractor represents that he possesses the skill and experience necessary to complete that road building.

IN CONSIDERATION of the mutual exchange of covenants set out below, the parties agree as follows:

PART 1: GENERAL TERMS AND CONDITIONS

The Work and Term of Contract

1.1 The Work to be carried out by the Contractor under this Contract consists of the following:

- **Bush sorting, forwarding, decking merch & firewood logs from ROW;**
- **Construct Road-Grade as per attached road design**

1.2 This Contract shall commence on or after April 1, 2019, with a completion deadline of June 8.

1.3 This Contract shall end when Contract commitments have been met, as determined by the CFGP. The value of this contract is agreed to be up to \$ including MOB & DEMOB, plus tax.

1.4 Timing shall be determined by weather and site conditions throughout this Contract.

Legislation and Regulations

1.5 The Contractor shall observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Contractor conducting the Work contemplated by this contract.



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- 1.4 This Contract is subject to:
- (a) the *Forest Act* and the regulations made under that Act;
 - (b) the *Forest Practices Code of British Columbia Act* and the *Forest and Range Practices Act* and the regulations and standards made under that Act;
 - (c) the *Wildfire Act* and regulation; and
 - (d) the *Workers' Compensation Act* and regulations including the *Occupational Health and Safety Regulation*..
- 1.5 The Contractor must:
- (a) comply with the acts, regulations and standards referred to in Paragraph 1.4 above; and
 - (b) ensure that its employees and Subcontractors comply with these Acts, regulations and standards when engaging in or carrying out activities or operations under or associated with this Contract.
- 1.6 Nothing in this Contract is to be construed as authorizing the Contractor to harvest timber under this Contract until all requirements as set out in the acts, regulations and standards referred to in Paragraph 1.4 above have been met.
- 1.7 Nothing in this Contract is to be construed as authorizing the Contractor to carry out any operations or engage in any activities otherwise than in accordance with the requirements of the Acts, regulations and standards referred to in Paragraph 1.4 above.

Indemnity

- 1.8 The Contractor shall indemnify and save harmless CFGP from and against any and all losses, claims, damages, or actions that arise out of any act or omission of the Contractor or of any employee, sub-contractor, or officer of the Contractor.

Damage to Person and Property

- 1.9 The Contractor shall use due care and ensure that no person or property is injured and no rights infringed in the conducting of the Work. The Contractor shall be solely responsible for all losses, damages, costs, and expenses in respect of any injury to persons or to property incurred in conducting the Work or in any other respect whatsoever.



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Insurance

- 1.10 During the Term, the Contractor shall provide, maintain and pay for adequate insurance as determined by the Contractor or as requested by CFGP, and shall be in compliance with all applicable legislation and regulations.

Safety and Workers' Compensation Act

- 1.11 The Contractor shall be deemed an Independent Contractor for the purposes of the Workers Compensation Act and the Occupational Health and Safety Regulation. The Contractor shall, at his own expense, provide the necessary workers' compensation coverage for himself and all employees, partners, and shareholders employed or engaged in the execution of the Work hereunder and shall comply with the provisions of the Workers' Compensation Act and regulations and pay all assessments thereto. The Contractor shall provide the CFGP with proof of such compliance.
- 1.12 The Contractor will conduct a daily safety meeting with its employees, other contractors on the work site, and the designated representative from the CFGP to cover safety issues and concerns raised by the participants. Records of such meetings shall be kept by the Contractor and be made available to The CFGP upon request.
- 1.13 The Contractor shall supervise all Contract activities and shall ensure compliance with all requirements of the Worker's Compensation Act and regulations and all directives of authorized Worker's Compensation Board officers.
- 1.14 The Contractor shall immediately notify the CFGP of any actual or potential conflicts between the terms of this Contract or directions from CFGP and the requirements or directives described in Paragraph 1.16 above and shall not resume Contract activities that come within the scope of that conflict until directed to do so in writing by CFGP.
- 1.15 The Contractor shall co-ordinate its industrial health and safety activities with those of its Subcontractors.
- 1.16 The Contractor is considered the "**Prime Contractor**" at the road construction work site for purposes of the *Workers' Compensation Act*.
- 1.17 If the CFGP in the course of supervision of the Work under this Contract observes any activities contravening safety regulations set out by WCB, notice will be given in writing by the the CFGP requiring immediate changes to work procedures. Documentation will be maintained by both parties of these communications as part of due diligence regarding worker safety.



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CFGP's Representative

- 1.18 Prior to the commencement of the Work, The CFGP shall
- a) designate a representative who will administer the Contract on its behalf and
 - b) designate an alternate representative who will act in place of the designated representative when the latter is absent or unavailable.

Notices

- 1.19 Any notice required to be given hereunder shall be agreed to in writing, with a meeting onsite if deemed necessary by either party.

Non-Waiver

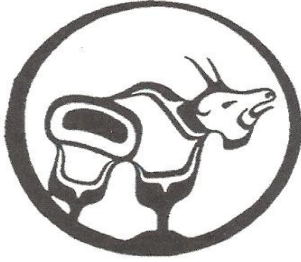
- 1.20 A waiver of any provision of this Contract or a waiver of a breach by the Contractor of any provision of this Contract shall be effective only if it is in writing and signed by the CFGP.
- 1.21 A written waiver from the CFGP of any provision of this Contract or of any breach by the Contractor of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Contract.

Legal Jurisdiction

- 1.22 A written waiver from the CFGP of any provision of this Contract or of any breach by the Contractor of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Contract

Site Clean-up

- 1.23 Upon vacating any work areas, the Contractor shall, in accordance with the CFGP's instructions, repair any site disturbance caused in such areas.



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PART 2: STANDARDS OF PERFORMANCE AND WORK PROGRESS

Pre-Work Conference

- 2.1 Prior to the commencement of the Work, the Contractor shall meet with the CFGP's designated representative to inspect the work area, and to review the contract terms and work performance requirements.

Suspension of Work

- 2.2 The CFGP may temporarily suspend operations when, in its judgment, weather or other conditions are unsuitable for the Work to proceed.
- 2.3 The CFGP may suspend work at anytime when in its judgment the Work is not being conducted to the standards of performance set forth in this Contract or the Work is having or has the potential to have an adverse effect on the environment, other resource values, or the implementation of the objectives of the Site Plan.

Change of Work

- 2.4 This Contract may be amended at any time by mutual written agreement between The CFGP and the Contractor.
- 2.5 Upon expiration of the term of this Contract, the CFGP may, at its discretion, extend the term of this Contract.

PART 3: INSPECTION AND ACCEPTANCE

- 3.1 Inspections are conducted by the CFGP in order to determine compliance with the terms and conditions of this Contract. All such inspections are conducted for the sole benefit of the CFGP, and shall not release the Contractor from the responsibility of providing quality control measures to assure that the Work strictly complies with the terms and conditions of this Contract.



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PART 4: MEASUREMENT AND PAYMENT

Payment

- 4.1 The CFGP shall, subject to the provisions of this Contract, pay the Contractor for all Work which in the opinion of the CFGP has been completed in accordance with the terms and conditions herein stipulated.
- 4.2 The CFGP may at its discretion withhold from payment(s) sufficient monies to indemnify the CFGP completely against any lien or claim of lien arising in connection with the Work under this Contract.

Goods and Services Tax

- 4.3 All applicable property and/or services ordered/purchased by the CFGP pursuant to this Contract, are hereby for the use of, and are purchased by, the CFGP, are subject to the Goods and Services Tax.

Payment for Part Performance

- 4.4 If this Contract expires or is terminated prior to completion of all required Work, the CFGP shall only pay for that portion of the Work completed to the satisfaction of the CFGP prior to the expiration or termination.

PART 5: NON-COMPLIANCE, TERMINATION

Termination by The CFGP

- 5.1 The CFGP may, at its sole discretion, terminate this Contract at any time, and no claim may be made by the Contractor for any losses occasioned by such termination if:
 - (a) the termination occurs prior to the CFGP notifying the Contractor to commence Work, or
 - (b) the termination is occasioned by unsuitable weather, natural disaster, withdrawal of labour in labour disputes, cancellation of log sales contracts, or any other unforeseeable causes over which the CFGP has no direct control, or



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- (c) the termination is occasioned by the Contractor's failure to perform or comply with the terms and conditions of this Contract.

Non-Compliance with Contract Conditions

- 5.3 If in the opinion of the CFGP the Contractor fails to perform, performs unsatisfactorily, or willfully violates the conditions herein, the CFGP may at its sole discretion:
- (a) allow Work to proceed, giving the Contractor a deadline for compliance, or
 - (b) stop further Work until the breach of Contract has been rectified, giving the Contractor a deadline for compliance, or
 - (c) terminate this Contract forthwith and employ such means as The CFGP may deem necessary to complete the Work.

Re-Work

- 5.9 Where the Work is not satisfactory to The CFGP, The CFGP may at its sole discretion require that the Contractor:
- a) rework the area; and
 - b) complete the re-work before proceeding with any other Work.

SIGNED on behalf of CFGP by a duly authorized representative of CFGP:

SIGNED by the Contractor:

CFGP Authorized Signatory

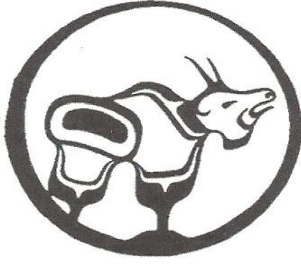
Contractor's Authorized Signatory

CFGP Representative

Mark Lombard

Contractor's Representative

Contractor



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APPENDIX A

ROAD WORK SPECIFICATIONS

Project Description

The road grade shall be built as per the CAR 1 design package.

Road Grade

- Mineral soils and fractured rock to be found on site from ditch lines and designated quarry sites. Grade is to be built to **5 meter** width.

Drainage Structures

TP1.1=0+010 @ existing ditch on NE of Coulter Bay Road: Install **400 mm** culvert in existing ditch at NE edge of Coulter Bay Road. Culvert may require greater than standard length.

TP=0+370 Install embedded **600mm** culvert in watercourse substrate. Armour upstream edge of fill with coarse rock. No disturbance to stream bed, banks and vegetation existing outside of road prism.

TP=0+504 Install **400mm** culvert as per design.

The CFGP shall supply all culverts required for road construction.

Grades

Adhere to design grades and grade breaks. Adverse grades must not exceed -10%. Favourable grades must not exceed 18% unless otherwise prescribed. Grade breaks must not exceed 10%

Cut & Fills

Fill depths and fill slopes are to be constructed as per attached road design.

Cut slopes will vary depending on volume of subgrade material required.



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Two significant fills are required in this road design:

TP22=0+318 to TP24=0+335 This fill is required to maintain the prescribed adverse grade. Material for this fill is expected to be generated from rippable rock along the ditch line and/or designated quarry sites.

TP25=0+353 to TP27=0+381 This fill facilitates reasonable grade brakes entering and exiting a swale where an embedded culvert is to be installed. Material for this fill is expected to be forwarded from ditch-line material that exists to the camp side (south) of the drainage structure in the ditch line. Soils and vegetation outside of the road prism within 20m of the watercourse edge is to be left intact.

Pullouts

Some pull-outs are designated in the field and road designs. Build pull-outs to double the subgrade width at designated sites. These may correspond with quarry sites.

TP14:1=0+175

TP37=0+527

Quarry Sites (QS)

Designated quarry sites are shown in road designs and marked in the field. Right of way clearing in these areas will be wider to accommodate extraction of subgrade material. Excavations should not exceed depth elevations of the existing toe of slope. Avoid digging down-hole pits unless specifically instructed by CFGP staff. Designated quarry sites exist at the following road stations:

TP12=0+137

TP14:1=0+175



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Log Handling

There are two sorts for the project. Saw logs for local sales are to be decked at roadside in the area between QS1 and the first pullout. Firewood logs shall be piled at roadside in a manner that is practical for scaling and bucking as per instructions from CFGP staff.

Approximately 40 cords of firewood is to be bucked on site for distribution during the community firewood day.

Road building bids may include processing this portion of the firewood logs (**Optional**). See Bucking RFP at www.cortesforestrypartnership.com/operations.

ROW Falling

Bids for the road construction contract may include falling of the ROW (Optional). See Falling RFP at www.cortesforestrypartnership.com

ROAD MAINTENANCE DURING OPERATIONS AND IMMEDIATELY FOLLOWING ROAD CONSTRUCTION ACTIVITIES

The Contractor must at all times keep all ditches and culverts clear of obstruction and must not damage ditches and culverts.

The Contractor must at all times during road construction and throughout the term of this contract maintain natural drainage patterns on the road right-of-way and ensure that sediment does not runoff onto Coulter Bay (Public) Road.

The Contractor must at all times during road construction and throughout the term of this Contract prevent the erosion of the road surface through the construction and maintenance of adequate cross-ditches.