

Request for Quote

Creston Landfill Tree Removal

PRJ25032-A

Issued: on September 17, 2026

Closing Location:

Project Management - Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

October 1, 2026 and 2:00pm, Local Time (Nelson)

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1. Invitation & Instructions to Bidders

1.1 Executive Summary

The RDCK is seeking qualified firms to undertake tree removal at the Creston Landfill in preparation for closure operations in 2027.

1.2 Quote Documents

It is the responsibility of the Bidder to ascertain that they have received a full set of Quote documents. Upon submission of their Quote, the Bidder shall be deemed conclusively to have been in full possession of a full set of Quote Documents.

1.3 Enquiries

All enquiries related to this Quote are to be directed, in writing, to the person identified on the Cover Page.

Enquiries will be accepted up to 10:00 am, September 29, 2026. Enquiries received after this may not receive a response.

Information about this Request for Quote or any matter pertaining to the Services that is obtained from any source other than the RDCK Representative is not official and should not be relied upon. Enquiries that are directed to the RDCK Representative and responses will be recorded and MAY be distributed to all Bidders at the option of the RDCK.

1.4 Examination of Site(s) and Local Conditions

The Bidder must satisfy themselves as to the practicability of supplying the Services in accordance with the Contract, and shall be held to have satisfied themselves in every particular before submitting a Quote, by inquiry and by inspection of the Site(s) herein described.

If applicable, the Bidder should examine the Site(s) surroundings and, before submitting a Quote shall satisfy themselves as to the nature of the Site(s), the quantities and nature of the Services to be supplied and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Quote.

Bidders should make their own arrangements to visit the Site(s) indicated in Appendix A-Supporting Documentation.

1.5 Quote Closing Time and Location

Quotes will be accepted until the Closing Time and the Closing Location indicated on the cover page.

1.6 Quote Submissions

Faxed Quotes will not be accepted. Any Quote received after the Closing Time, or other than in the manner specified, will be considered disqualified and will be returned, unopened, to the Bidder.

A digital PDF format of the Quote may be sent by e-mail to: tenders@rdck.bc.ca with a cc to aevenson@rdck.bc.ca.

The RDCK email server has about a 20 mb file size limit. Bidders are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by Sharefile.

1.7 Ownership of Quote and Freedom of Information

All responses to this Request for Quote become the property of the RDCK. By submitting a Quote the Bidder agrees the RDCK has the right to copy the Quote Documents. Quotes will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Quote under that Act. The requirement for confidentiality shall not apply to any Quote that is incorporated into the Contract for the supply of the Services. Further, the RDCK may disclose all or part of any Quote to the RDCK Board at a public meeting of the RDCK Board of Directors, when making a recommendation for the award of the Contract.

1.8 RDCK's Right to Accept or Reject Quote

The lowest or any Quote will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Quote which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Quotes, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Quote.

If there is only one compliant Quote received by the Closing Time, the RDCK reserves the right to accept the Quote or cancel the Quote process with no further consideration for the sole Quote. This includes the right to cancel this Request for Quote at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel this Request for Quote at any time before execution of the Contract without being obligated to any Bidder regardless of whether there is one or more compliant Quotes.

Quotes that contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may be disqualified or rejected by the RDCK in its absolute discretion. The RDCK may at its sole discretion reject or retain for consideration Quotes which are non-conforming including Quotes that do not conform because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

1.9 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Quote, and by submitting a Quote each Bidder shall be deemed to have agreed that it has no claim.

1.10 Confidentiality

Confidential information about the RDCK obtained by Bidders must not be disclosed unless authorized to do so, in writing, by the RDCK. The Bidder agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Quote process.

1.11 Irregularities and Informalities

The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Quote and to seek clarification or additional information on any area of any Quote when it is in the best interest of the RDCK to do so.

1.12 Basis of Contract Award

Bidders are hereby notified that the RDCK intends to review and enter into the Contract for the supply of the Services based not only on the Quote price, but the Bidder's experience and qualifications considered essential by the RDCK to provide the Services requested and any other criteria the RDCK considers relevant in its absolute discretion, including the following:

- a. the qualifications and experience necessary for the satisfactory performance of the assignment;
- b. the capacity of the Bidder to supply the Services promptly;
- c. the performance of the Bidder on similar projects, record of compliance with all statutes, regulations, and bylaws affecting the Bidder's previous supply of Services;
- d. a positive reference referral from previous experience;
- e. lowest price to the RDCK of having the Services supplied in accordance with the Request for Quote documents;
- f. conformity of the Quote to the requirements set forth in the description of Services; and
- g. conformance with the timing provided for in the Description of Services.

Bidders shall be competent and capable of supplying the Services.

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Quotes other than those set forth above; in particular, the price to supply the Services may not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Quotes and to verify all information submitted by Bidders.

The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Quote or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

Bidders are advised that, after receipt of Quotes and prior to award of Contract, Bidders may be required to provide the RDCK with additional information concerning the Bidder or their Quote including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Quotes of a company that is, or whose principals are, at the time of submitting a Quote, engaged in a lawsuit against the RDCK in relation to the supply of goods or services.

The RDCK reserves the right to reject any Quotes of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Quote.

1.13 Insurance

The Contractor shall be able to meet the insurance requirements specified in Section 1 (t) of the Services Agreement in Appendix B. Proof of insurance shall be provided on the RDCK's standard form.

1.14 Compliance with *Workers Compensation Act*

The Contractor shall be able to meet the WorkSafe BC requirements specified in the Services Agreement in Appendix B.

1.15 Health and Safety

The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.

1.16 Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- a. enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b. be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

1.17 Form of Contract

By submission of a Quote, the Bidder agrees that, should it be identified as the successful Bidder, it is willing to enter into the Contract detailed in Appendix B with the RDCK within ten (10) days of the date of the Notice of Acceptance. The Contract will include of all documents listed below:

- Notice to Proceed
- Contract Agreement
 - Schedule A: Scope of Work
 - Schedule B: Pricing Schedules from Quote
- Certificate(s) of Insurance
- WorkSafe BC Clearance Letter

By submission of a Quote, the Bidder agrees that, should it be identified as the Contractor, it is willing provide to the RDCK the necessary Insurance Policies within ten (10) days of the date of the Notice of Acceptance.

SCHEDULE A: SCOPE OF WORK

2. Description of the Services

This Part shall be read with and shall form part of the Contract to be executed by the parties.

2.1 Detailed Scope of Work

TIMBER REMOVAL & LAND CLEARING

2.1.1 Project Overview

The Objective of this project is the safe, legal, and efficient removal of designated timber from the specified project area. The Contractor shall provide all labor, supervision, materials, fuel, and equipment required to complete the timber harvesting, processing, and hauling operations in strict accordance with British Columbia laws and environmental regulations. Work to be completed prior to November 30, 2026.

2.1.2 Project Location and Boundaries

- **Permit / License Number:** D88401
- **Location Description:** 1501 Mallory Road (Creston Landfill) PID 017-344-042
- **Boundaries:** The Contractor must operate strictly within the flagged or GPS-defined boundaries provided by the Owner. Harvesting outside the designated boundaries is strictly prohibited and constitutes trespass under the *BC Forest Act*.

3. Detailed Scope of Operations

3.1 Permitting and Compliance

Before commencing any physical work, the Contractor must ensure all necessary provincial and local authorizations are active and on-site. This includes, but is not limited to:

- Ensuring alignment with the Forest and Range Practices Act (FRPA) and the Forest Act.
- Confirming an approved Cutting Permit (CP) or Timber Sale Licence (TSL) if operating on Crown Land (see attached Permit)
- Verifying local municipal tree removal permits if operating on private land within municipal boundaries.

3.2 Site Preparation and Access

- **Road Construction and Maintenance:** Upgrade or maintain existing road(s) to safely handle heavy logging equipment and log loggers. The Contractor must suppress dust and manage runoff. Access to be from lower road off Hwy 21 south.
- **Signage:** Install Ministry of Transportation and Infrastructure (MOTI) or standard resource road radio protocol signage ("Loaded Trucks Leaving") at access points to public roads.

3.3 Harvesting and Felling

- **Tree Selection:** Fell only marked timber or all timber within the designated clear-cut boundaries. Retain all designated "Leave Trees," wildlife trees, and old-growth retention zones as marked by the project forester.
- **Felling Methods:** Utilize mechanical harvesters (feller-bunchers) or certified manual fallers in steep or restricted terrain.
- **Stump Heights:** Stumps must be cut as low to the ground as visually practical, not exceeding [e.g., 30 cm] above the highest ground point, to minimize wood waste.

3.4 Yarding, Processing, and Loading

- **Yarding:** Move logs from the stump to the landing area using ground-based systems (skidders, forwarders) or cable systems depending on slope constraints, minimizing soil compaction and rutting.
- **Processing:** Limb, top, and buck logs at the landing to optimize merchantable volume and meet specific mill specifications.
- **Loading:** Safely stack and load logs onto log trucks.

3.5 Hauling and Scaling

- ~~**Scaling:** All harvested timber must be scaled by a BC Licensed Scaler at an approved scaling site in accordance with the *BC Forest Act Scaling Regulation* to determine accurate volume and stumpage fees.~~
- **Hauling:** Transport timber via approved routes. The Contractor is responsible for securing all necessary overweight/oversize permits for highway hauling.

3.6 Slash Management and Site Reclamation

- **Debris Disposal:** Pile and burn slash, chip it, or scatter it according to the *Wildfire Act* and *Wildfire Regulation* to mitigate fire hazards. If slash is burned, it must be located far enough away from the landfill to prevent spread and a continuous fire watch must be maintained due to proximity to landfill.
- **Erosion Control:** Deactivate temporary trails, install water bars on steep skidding tracks, and grass-seed exposed soil near watercourses to prevent siltation.
- **Waste Management:** Remove all garbage, equipment parts, used oils, and fluids from the site daily.

4. Environmental and Archeological Protections

- **Riparian Management Zones (RMZs):** Maintain strict buffers around streams, wetlands, and lakes as mandated by BC Riparian Areas Protection Regulations. No machinery is permitted within Riparian Management Protection Zones unless explicitly authorized.
- **Wildlife Constraints:** Adhere to migratory bird nesting windows and critical wildlife habitat restrictions. Felling must stop immediately if an active nest of a protected species or a raptor resource is discovered.

- **Archaeological Finds:** If any cultural heritage objects or CMTs (Culturally Modified Trees) are discovered, work must stop immediately within a 50-meter radius, and the BC Archaeology Branch and local First Nations must be notified.

5. Health, Safety, and Insurance

- **WorkSafeBC Compliance:** The Contractor must remain in good standing with WorkSafeBC and strictly adhere to the Occupational Health and Safety Regulation (Part 26: Forestry Operations).
- **Safe Companies Certification:** The Contractor should maintain BC Forest Safety Council "SAFE Certified" status (or equivalent recognized standard).
- **Fire Suppression:** Maintain working, compliant fire suppression equipment (water trucks, pumps, shovels, extinguishers) on-site during fire season, and monitor the daily Fire Danger Rating.

5.1 Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and sub-contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

5.2 Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for

the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

5.3 Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
- b. The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- c. The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

APPENDICES

Appendix A: Supporting Documentation

Appendix B: Sample Agreement and Insurance Requirements

APPENDIX A: SUPPORTING DOCUMENTATION

- Forestry Licence to Cut (Cash Sales) D88401
- Creston Landfill Cash Sale Licence Map
- Creston Landfill Cash Sale Licence Map - Ortho



**FORESTRY LICENCE TO CUT
(CASH SALE)
D88401**

REGIONAL DISTRICT OF CENTRAL KOOTENAY PO BOX 590, 202 LAKESIDE DRIVE NELSON, BC V1L 0A0	HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of the MINISTRY OF FORESTS SELKIRK FOREST DISTRICT 845 COLUMBIA AVENUE CASTLEGAR, BRITISH COLUMBIA V1N 1H3
(the “Licensee”)	(the “Minister”)

THE PARTIES agree as follows:

0.00 LICENCE

0.01 This Licence is a Forestry Licence to Cut under section 47.6 of the *Forest Act*.

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of the Licence is **1 year** beginning on the date the Minister or their delegate signs this Licence (Effective Date) until the earlier of:
- (a) The expiry date shown below the signature;
 - (b) The five year anniversary of the effective date.
- 1.02 Subject to this Licence and the forestry legislation, the Licensee:
- (a) subject to Paragraph 1.03, may cut only an approximate volume of **48** cubic meter (m3) of crown timber during the term of this Licence from the areas of Crown land within the Cranbrook Timber Supply Area, as specified into the Exhibit A map(s) attached to this Licence; and
 - (b) has the right to enter and use Crown land within the portion of Cranbrook Timber Supply Area, specified in the Exhibit A, attached to this Licence to exercise rights and fulfill obligations under this Licence.
- 1.03 Timber harvested and processed during the term of this Licence is limited to the following:
- (a) All the designated timber that is required to be removed to facilitate the landfill closure plan within the licence area.
- 1.04 This Licence is not replaceable under the *Forest Act*.
- 1.05 Extensions can not be granted to the term of this Licence.
- 1.06 This Licence is a not a major licence and is a minor tenureas defined in the Forest Planning and Practices Regulation (FPPR).

2.00 OTHER CONDITIONS AND REQUIREMENTS

- 2.01 The Licensee may only harvest timber in accordance with this Licence and must comply with any conditions, exemptions and requirements set out in the Schedules attached to this Licence.
- 2.02 Timber of the following criteria is specified as reserved from harvest:
- (a) all other species and grades are reserved
- 2.03 The timber mark for timber removed under this Licence is:

D88401

3.00 TIMBER VOLUME CHARGED TO THE LICENCE AND DEPOSITS

- 3.01 In return for the right to harvest the timber specified under this Licence and before commencing work under this Licence, the Licensee will pay the Crown the sum, in full, of **\$371.86** as payment of stumpage and **\$ N/A** to be held on deposit as security.

4.00 WASTE ASSESSMENTS

- 4.01 The Licensee must conduct a waste assessment of the volume of merchantable Crown timber.
- 4.02 A waste assessment conducted under Paragraph 4.01 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended or replaced from time to time.

5.00 COURT DETERMINED ABORIGINAL RIGHTS/OR TITLE

- 5.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:

- (a) determines that activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right including aboriginal title, or treaty right
- (b) grants an injunction further to a determination referred to in Subparagraph (a); or
- (c) grants an injunction pending a determination of whether activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right including aboriginal title or treaty right:

the District Manager, in a notice given to the Licensee, may vary or suspend, in whole or in part, the Licence issued to the Licensee, to be consistent with the court determination.

5.02 Subject to this Licence and the forestry legislation, if:

- (a) under Paragraph 5.01, District Manager has varied or suspended this Licence issued to the Licensee;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the District Manager, at the request of the Licensee, may vary or unsuspend the Licence issued to the Licensee to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence prior to the variation or suspension under Paragraph 5.01.

6.00 REPORTING

- 6.01 The District Manager in a notice given to the Licensee by April 1, of any year, may require the Licensee to submit a report containing such information as the District Manager requires regarding the Licensee's performance of its obligations under or in respect of the Licence in the previous calendar year and the processing or other use or disposition of the timber removed under the Licence if the information is not included in any other reports which the Licensee must submit under the forestry legislation.
- 6.02 Upon receipt of a notice referred to in Paragraph 6.01, the Licensee, on or before the date specified in the notice, must submit a report to the District Manager containing the required information.
- 6.03 Subject to Paragraph 6.04, the District Manager may include the information contained in a report submitted under Paragraph 6.02 in any reports prepared by the Ministry for public review.
- 6.04 Disclosures of the information submitted under Paragraph 6.02 is subject to the *Freedom of Information and Protection of Privacy Act* and the section 136.1 of the *Forest Act*.

7.00 FINANCIAL MATTERS

- 7.01 In addition to any money payable under the forestry legislation in respect of the Licence, the Licensee will pay to the Province, immediately upon receipt of a notice, a statement, or invoice issued on behalf of the Province stumpage under Part 7 of the *Forest Act* in respect of timber removed under this Licence in excess of the timber volume specified in Paragraph 1.02, waste assessments under Part 4.0 of this Licence or cost incurred by the District Manager in carrying out a waste assessment under Part 4.0 of this Licence.

8.00 RELEASE

- 8.01 The Licensee acknowledges that any information provided to the Licensee by the Province about the nature of the harvest area, or the quality or quantity of timber, is an estimation only and not binding upon the Province and that the Licensee informed itself about such matters prior to executing the Licence. Execution of the Licence by the Licensee is an absolute release by the Licensee of the Province from any claim that the Licensee may have in respect of the nature of the harvest area or the quality or quantity of timber available to the Licensee under this Licence.

9.00 REPRESENTATIONS

- 9.01 The Licensee represents and warrants to the Minister that:
 - (a) it has the ability to undertake and complete its obligations under this Licence;
 - (b) the Licensee, excluding those holding the licence in their individual capacity or a First Nation, must be registered to do business under the *Business Corporations Act*, the *Societies Act* or the *Partnership Act*, as applicable, and the Licensee will maintain such registration in good standing throughout the term of the Licence;
 - (c) it has the ability to undertake and complete its obligations under this Licence within the term;
 - (d) it has the ability to carry out its obligations in a manner that is in material compliance with applicable safety and environmental laws and regulations; and
 - (e) there is no legal or other reason why it cannot enter into this Licence.
- 9.02 All representation and warranties made in Paragraph 9.01 are material and will conclusively be deemed to have been relied upon by the Province notwithstanding any prior or subsequent investigations by the Province.

10.00 LIABILITY

- 10.01 The Licensee must indemnify the Province against and save it harmless from all claims, demands, suits, actions, causes of action, costs expenses and losses faced, incurred or suffered by the Province as a result, directly or indirectly, of any act or omission of;
 - (a) the Licensee;
 - (b) an employee or agent of the Licensee;
 - (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the cutting or removal of timber, under or associated with the Licence or a road permit; or

- (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation, including but not restricted to the cutting or removal of timber, under or associated with the Licence or a road permit.

10.02 For greater certainty, the Licensee has no obligation to indemnify the Province Government under Paragraph 10.01 in respect of any act or omission of:

- (a) an employee, agent or contractor of the Province, in the course of carrying out his or her duties as employee, agent or contractor of the Province; or
- (b) a person, other than the Licensee, to whom the Province has granted the right to use or occupy Crown land, in the course of exercising those rights.

10.03 The amounts taken under Schedule B from the deposit and any payments required under Part 4.00 & 7.00, are in addition to and not in substitution for any other remedies available to the Province in respect of a default of the Licensee.

10.04 The Province is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to the Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under the Licence by road blocks or other means.

11.0 TERMINATION

11.01 If this Licence expires, surrendered or is cancelled or is otherwise terminated, all timber, including logs and special forest products, left or processed under the authority of this Licence and which are still located on Crown land, will vest in the Crown, without right of compensation to the Licensee.

11.02 The Licensee will not take away any improvements, including roads and bridges or remove any timber referred to in Paragraph 11.01, unless authorized to do so by the District Manager.

11.03 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency the Licensee is deemed to have failed to perform an obligation under this Licence.

12.00 WAIVER

12.01 No waiver by the Province of any default non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Province in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

13.0 NOTICE

13.01 A notice given under this Licence must be in writing.

13.02 A notice given under this Licence may be delivered by hand or sent by mail, email or facsimile transmission and must be delivered to the mailing address, email address or facsimile number, as applicable, specified on the first page of this Licence, or to such other address, email address or facsimile number as is specified in a notice given in accordance with this part.

13.03 The Notice will be deemed to have been given on the date it is delivered by hand, sent by email or sent by facsimile transmission. If the Notice is sent by mail, it will be deemed to have been given on the eighth day after its deposit in a Canada Post Office at any place in Canada.

13.04 Either party may, from time to time, advise the other party by notice in writing, of any change of the mailing address of the party giving such notice and, from and after the giving of such notice, the mailing address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

14.00 MISCELLANEOUS

14.01 This Licence will inure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.

14.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.

14.03 Any power conferred, or duty imposed on the District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the District Manager.

14.04 Any Schedules, Exhibits or attachments referenced in or attached to this Licence are deemed to be part of this Licence.

14.05 Nothing in this Licence authorizes the Licensee to in any way restrict the Province's right of access to the areas defined in the Licence or a road permit or right of any other authorized entrant, user or occupiers of these areas.

14.06 The Licensee must ensure that its employees, agents and contractors comply with the forestry legislation when engaging in or carrying out activities or operations under or associated with this Licence.

14.07 Time is of the essence in this Licence.

14.08 This document contains the entire agreement and no additional terms are to be implied.

15.00 INTERPRETATION & DEFINITIONS

15.01 In this Licence, unless the context otherwise requires:

“aboriginal interest” means

- (a) an asserted treaty right(s) or aboriginal right(s) including aboriginal title or
- (b) a determined treaty right(s) or aboriginal right(s) including aboriginal title, which is recognized and affirmed by section 35(1) of the Constitution Act, 1982;

“forestry legislation” means the statutes and regulations, to which the Licence is subject to, including:

- (a) the *Forest Act*;
- (b) the *Forest Practices Code of British Columbia Act*;
- (c) the *Forest and Range Practices Act*;
- (d) the *Wildfire Act*;

and the regulations under those Acts as amended from time to time;

“harvest” means

- (a) cut
- (b) remove
- (c) cut and remove;

“process” means to manufacture timber into a special forest product as defined under the Special Forest Product Regulation;

“waste” has the meaning for waste as defined in the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended from time to time.

15.02 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described, the definition in the Act applies to this Licence, and where the word or phrase in the Act is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.

THIS LICENCE has been executed by the Minister and the Licensee on the dates written below.

SIGNED on behalf of **His Majesty the King in Right of the Province of British Columbia** by the Minister of Forests, or the Minister’s Authorized Representative:

Sheila Crombie, RPF- Resource Manager
Selkirk Forest District

Date (Effective Date): [Click or tap to enter a date.](#)

Expiry Date: [Click or tap to enter a date.](#)

SIGNED on behalf of Regional District of Central Kootenay by a duly authorized signatory:



Printed Name and Title

June 25, 2026

Date: [Click or tap to enter a date.](#)

SCHEDULE A

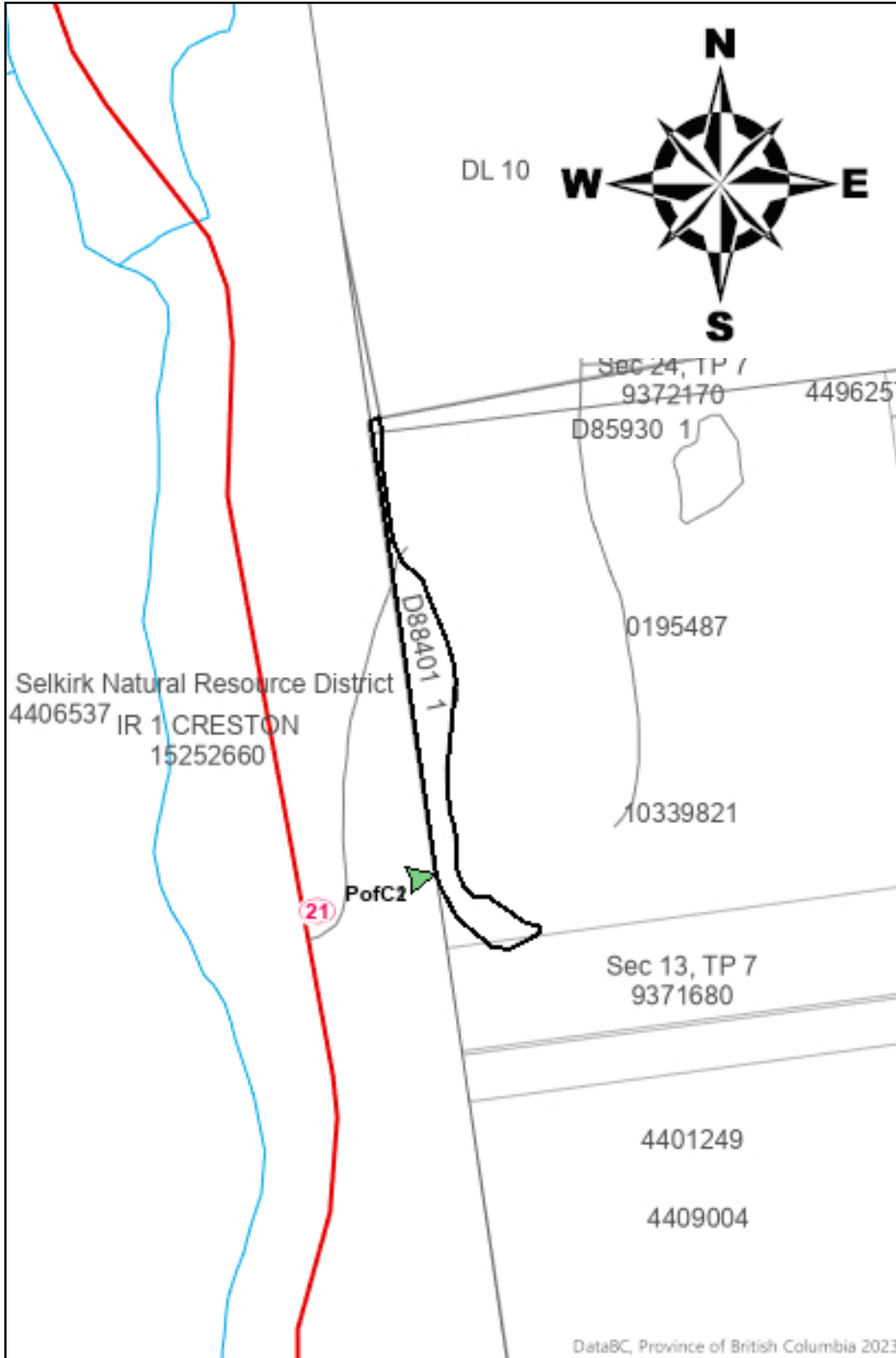
1.00 OTHER CONDITIONS:

- 1.01 The Licensee must comply with the following special conditions and terms as set by the District Manager:
- (a) NOTIFICATION: The Licensee must contact the District Manager or designate before starting up and completion of operations.
 - (b) RIGHTS OF OTHER OCCUPIERS: The rights granted under the Licence are subject to other rights of use and occupation authorized by the Province, and the Licensee must not interfere with the exercise of those rights.
 - (c) OTHER: The Licensee must comply with the conditions respecting the following:
 - (i) as per section 79.1 & 79.2 of the Forest Planning and Practices Regulation under FRPA, the licensee is authorized to use the roads with no tenure (non-statused) within the Exhibit A area. At the completions of harvest, road maintenance requirements must be met.
 - (ii) no timber will be removed from previously logged waste piles, out of existing log decks or from areas under an active cutting permit or Licence;
 - (iii) operations must comply with the *Wildfire Act*;

2.00 EXEMPTIONS

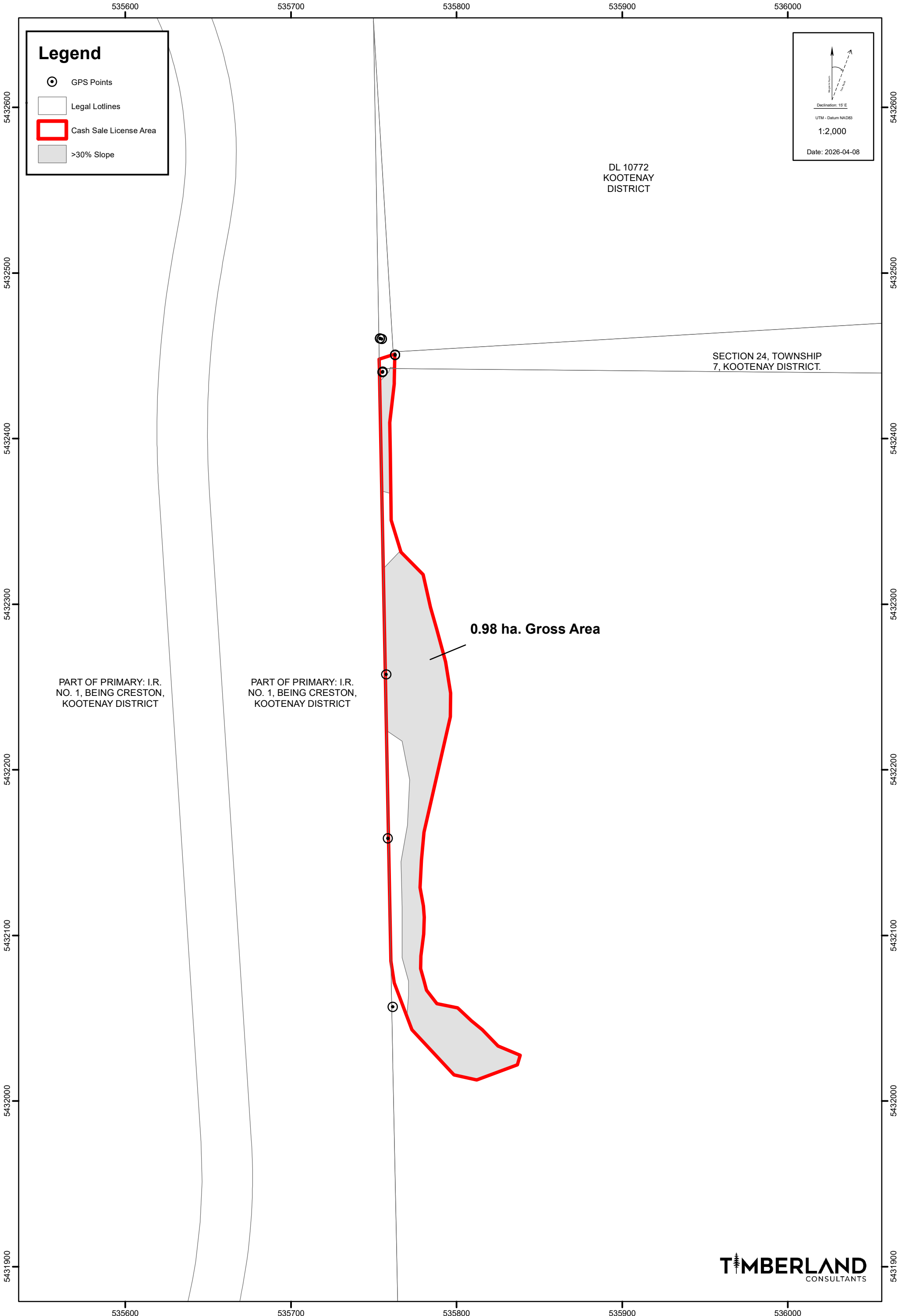
- 2.01 Notwithstanding the terms and conditions of this Licence, the Minister grants the following exemptions:
- (a) MARKING WITH HAMMER EXEMPTION: Pursuant to section 84 (5) of the *Forest Act*, the Licensee is exempt from the marking requirements of sections 84 (1) and (3) of the *Forest Act* on the condition that the correct timber mark must be legibly and conspicuously applied to the timber removed or transported on at least two log ends at the front, two log ends at the back, and on each side of the load using paint or crayon.

MAP OF : D88401 (shown in bold black)			
FOREST REGION : RKB FOREST DISTRICT : DSE	TSA : LAND DISTRICT : KOOTENAY DISTRICT	PULPWOOD AGREEMENT :	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 05
ESF SUBMISSION ID : 2527199 BCGS MAPSHEET NO : 82F.008	SCALE : 1:5000 at ANSI A Size Area (Ha): 0.936	UTM : 11 NAD : NAD83	DRAWN BY : FTA DATE : Jun 17, 2026



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Crown Tenures
	Survey Parcels
	Freeway
	Arterial/Collector Road
	Local Road
	Forest Service Road
	Road Permit Road
	SUP Road
	Right of Way
	Non Status Road
	Recreation Trails
	Transmission Lines
	Pipelines
	Railway Tracks
	MSMA Treated Trees
	Lakes/Rivers/Streams
	Ocean
	Prov. Parks & Eco. Reserves
(0.9362 Ha) PofC1 UTM11 535761, 5432080 1 (0.9362 Ha) PofC2 UTM11 535761, 5432080	

RDCK
Creston Landfill
Cash Sale License Map



RDCK
Creston Landfill
Cash Sale License Map



Legend

- GPS Points
- Legal Lotlines
- Cash Sale License Area

Declination: 19° E
UTM - Datum NAD83
1:2,000
Date: 2026-01-12

DL 10772
KOOTENAY
DISTRICT

SECTION 24, TOWNSHIP
7, KOOTENAY DISTRICT.

0.98 ha.

PART OF PRIMARY: I.R.
NO. 1, BEING CRESTON,
KOOTENAY DISTRICT

PART OF PRIMARY: I.R.
NO. 1, BEING CRESTON,
KOOTENAY DISTRICT



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Services Agreement

Contract #: **YYYY-##-DEPT_CONTRACTOR_NAME**
Project: **PRJ25032-A – Creston Landfill Tree Removal**
GL Code: **CAP759-101; ACCOUNT 60000**

THIS AGREEMENT executed and dated for reference the:

_____ day of _____, 2026
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Agreement Administrator: AJ Evenson

Telephone #: Senior Project Manager

Email: AEvenson@rdck.bc.ca

AND

CLICK HERE TO ADD CONTRACTOR NAME

(hereinafter called the "CONTRACTOR")

at the following address:

Click here to add address

City, Province, Postal Code

Agreement Administrator: **Add name**

Telephone: **Click here to add phone #**

Email: **Click here to add email**

1 FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in "Schedule A" of this Agreement (the "Services").
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **[Start Date]** and ending on **[End Date]** (the "Term").

- (d) **LOCATION:** The location for delivery of the Services shall be Creston Landfill located at 1501 Mallory Road, Creston, BC.
- (e) **CONTRACT PRICE/RATE:** \$[Amount] (excluding GST) and on the terms set out in Schedule B.
- (f) **BILLING DATE:** Upon completion of the scope of work.
- (g) Schedules A and B are incorporated into, and form part of this Agreement.
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

2 The Contractor shall:

- (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
- (b) Upon the request of the Regional District of Central Kootenay (herein after called the "RDCK") fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
- (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
- (e) Promptly pay all persons employed by it;
- (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
- (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
- (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;

- (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Services. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
- (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;
- (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
- (r) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons;
- (s) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;
- (t) The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:
 - (i) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.
 - (ii) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence** with a **maximum deductible of \$5,000**;
Such insurance will:
 - (A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (B) include the Contractor's Blanket contractual liability;
 - (C) include a Cross Liability clause;
 - (D) include occurrence property damage;
 - (E) include personal injury;

- (F) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (G) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (H) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- (iii) all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.

Such coverage will:

- (A) Include an Installation Floater
- (u) Inspect the site where the Services are to be performed (the "Site") and become familiar with all conditions pertaining thereto prior to commencement of the Services;
- (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
- (w) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use;
- (x) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor's expense; and
- (y) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

3 The RDCK shall:

- (a) Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out in Schedule B of this Agreement (herein called "Contract Price"), and the Contractor shall accept such payment as full payment for the Services;
- (b) Notwithstanding Subsection 3(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;
- (c) Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 3(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;

- (d) Make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
- (e) Give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
- (f) Examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 4 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.
- 5 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 6 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
- 6 Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
- 7 Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

- 8 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.
- 9 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada).
- 10 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 11 Time shall be of the essence of this Agreement.
- 12 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 13 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 14 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 15 A waiver under Section 14 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

- 16 Everything produced, received or acquired (the “Material”) by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
- (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 17 The copyright in the Material belongs to the RDCK.
- 18 The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 19 Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 20 Where the Contractor is a partnership, all partners are to execute this Agreement.
- 21 Sections 2 b), i), j), r), and 17 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 22 Parts 2, 3 and 4 of the Request for Quote/Request for Proposals/Invitation to Tender of the RDCK dated [Date] and the Contractor’s Quote/Proposal/Bid provided in response are hereby incorporated into and forms part of this Agreement.
- 23 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	CLICK HERE TO ADD CONTRACTOR NAME
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SCHEDULE A: SERVICES

2. Description of the Services

This Part shall be read with and shall form part of the Contract to be executed by the parties.

2.1 Detailed Scope of Work

TIMBER REMOVAL & LAND CLEARING

2.1.1 Project Overview

The Objective of this project is the safe, legal, and efficient removal of designated timber from the specified project area. The Contractor shall provide all labor, supervision, materials, fuel, and equipment required to complete the timber harvesting, processing, and hauling operations in strict accordance with British Columbia laws and environmental regulations. Work to be completed prior to November 30, 2026.

2.1.2 Project Location and Boundaries

- **Permit / License Number:** D88401
- **Location Description:** 1501 Mallory Road (Creston Landfill) PID 017-344-042
- **Boundaries:** The Contractor must operate strictly within the flagged or GPS-defined boundaries provided by the Owner. Harvesting outside the designated boundaries is strictly prohibited and constitutes trespass under the *BC Forest Act*.

3. Detailed Scope of Operations

3.1 Permitting and Compliance

Before commencing any physical work, the Contractor must ensure all necessary provincial and local authorizations are active and on-site. This includes, but is not limited to:

- Ensuring alignment with the Forest and Range Practices Act (FRPA) and the Forest Act.
- Confirming an approved Cutting Permit (CP) or Timber Sale Licence (TSL) if operating on Crown Land (see attached Permit)
- Verifying local municipal tree removal permits if operating on private land within municipal boundaries.

3.2 Site Preparation and Access

- **Road Construction and Maintenance:** Upgrade or maintain existing road(s) to safely handle heavy logging equipment and log loggers. The Contractor must suppress dust and manage runoff. Access to be from lower road off Hwy 21 south.
- **Signage:** Install Ministry of Transportation and Infrastructure (MOTI) or standard resource road radio protocol signage ("Loaded Trucks Leaving") at access points to public roads.

3.3 Harvesting and Felling

- **Tree Selection:** Fell only marked timber or all timber within the designated clear-cut boundaries. Retain all designated "Leave Trees," wildlife trees, and old-growth retention zones as marked by the project forester.
- **Felling Methods:** Utilize mechanical harvesters (feller-bunchers) or certified manual fallers in steep or restricted terrain.

- **Stump Heights:** Stumps must be cut as low to the ground as visually practical, not exceeding [e.g., 30 cm] above the highest ground point, to minimize wood waste.

3.4 Yarding, Processing, and Loading

- **Yarding:** Move logs from the stump to the landing area using ground-based systems (skidders, forwarders) or cable systems depending on slope constraints, minimizing soil compaction and rutting.
- **Processing:** Limb, top, and buck logs at the landing to optimize merchantable volume and meet specific mill specifications.
- **Loading:** Safely stack and load logs onto log trucks.

3.5 Hauling and Scaling

- ~~**Scaling:** All harvested timber must be scaled by a BC Licensed Scaler at an approved scaling site in accordance with the BC Forest Act Scaling Regulation to determine accurate volume and stumpage fees.~~
- **Hauling:** Transport timber via approved routes. The Contractor is responsible for securing all necessary overweight/oversize permits for highway hauling.

3.6 Slash Management and Site Reclamation

- **Debris Disposal:** Pile and burn slash, chip it, or scatter it according to the *Wildfire Act* and Wildfire Regulation to mitigate fire hazards. If slash is burned, it must be located far enough away from the landfill to prevent spread and a continuous fire watch must be maintained due to proximity to landfill.
- **Erosion Control:** Deactivate temporary trails, install water bars on steep skidding tracks, and grass-seed exposed soil near watercourses to prevent siltation.
- **Waste Management:** Remove all garbage, equipment parts, used oils, and fluids from the site daily.

4. Environmental and Archeological Protections

- **Riparian Management Zones (RMZs):** Maintain strict buffers around streams, wetlands, and lakes as mandated by BC Riparian Areas Protection Regulations. No machinery is permitted within Riparian Management Protection Zones unless explicitly authorized.
- **Wildlife Constraints:** Adhere to migratory bird nesting windows and critical wildlife habitat restrictions. Felling must stop immediately if an active nest of a protected species or a raptor resource is discovered.
- **Archaeological Finds:** If any cultural heritage objects or CMTs (Culturally Modified Trees) are discovered, work must stop immediately within a 50-meter radius, and the BC Archaeology Branch and local First Nations must be notified.

5. Health, Safety, and Insurance

- **WorkSafeBC Compliance:** The Contractor must remain in good standing with WorkSafeBC and strictly adhere to the Occupational Health and Safety Regulation (Part 26: Forestry Operations).
- **Safe Companies Certification:** The Contractor should maintain BC Forest Safety Council "SAFE Certified" status (or equivalent recognized standard).
- **Fire Suppression:** Maintain working, compliant fire suppression equipment (water trucks, pumps, shovels, extinguishers) on-site during fire season, and monitor the daily Fire Danger Rating.

5.1 Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for

the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and sub-contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

5.2 Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

5.3 Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
- b. The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- c. The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

SCHEDULE B: CONTRACT PAYMENT TERMS

- 1 Total budget shall not exceed \$[Amount] (excluding GST).

Price Schedule

Description	Qty	Unit	Extended
Mob/Demob from site including all signage, safety, communications, etc.	1	LS	
Tree and vegetation removal	1	LS	
Credit for merchantable timber	1	LS	
Site cleanup, slash burning/chipping and final road restoration	1	LS	
Subtotal			
5% GST			
Grand Total			

- 2 Invoices to be submitted upon completion of the scope of work.
- 3 **Builders Lien Holdback:** Payments may be subject to the mandatory 10% statutory holdback required under the *BC Builders Lien Act*.

Invoices should include the following details:

Invoice Total (pre-GST)
Minus 10% Builder's Lien Act holdback (if applicable)
Invoice Subtotal
Plus GST applied to Invoice Subtotal
Equals Payment Amount

EXAMPLE
<u>\$100.00</u>
<u>\$10.00</u>
<u>\$90.00</u>
<u>\$4.50</u>
<u>\$94.50</u>

The RDCK requires contractors to submit a **Statutory Declaration (Stat Dec)** at two critical project stages. These documents are our primary tool to ensure contractors are paying their subcontractors and suppliers, protecting the RDCK's property from surprise construction liens.

A statutory declaration under the *Builders Lien Act* is a contractual document submitted with progress payment applications and/or right before releasing the mandatory 10% holdback.

Stage 1. With Monthly Progress Payment Applications

The Timing: Require a signed and notarized declaration with **every invoice starting from the second billing cycle** onward.

The Purpose: The contractor swears under oath that all subcontractors, laborers, and material suppliers from the previous month's invoice have been paid in full. This prevents them from being paid and leaving

their crew unpaid.

Stage 2. Before Releasing the 10% Holdback

The Timing: Require a final declaration **at the end of the statutory 45-day holdback period**, just before releasing the retained holdback funds.

In Canadian construction, the standard and most widely accepted template is the **CCDC 9A Statutory Declaration**, published by the Canadian Construction Documents Committee (CCDC).

- 4 The following contract number and GL code(s) must be quoted on the invoice(s):

Contract Number: **YYYY-##-DEPT_CONTRACTOR_NAME** and RDCK PRJ#25032-A

GL Code: **CAP759-101; ACCOUNT 60000**

Invoices MUST be emailed to ap@rdck.bc.ca, with a **COPY sent to AJ Evenson, Senior Project Manager:** AEvenson@rdck.bc.ca in cc.

- 5 Invoices to be paid on net 30 day term.
- 6 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.
- 7 The Contractor's name on the invoice must match the name identified in the first page of this contract.



Contract No. **Enter Number**

Project No. PRJ25032-A

[Click here to enter a date](#)

Dear Insurance Broker:

RE: STANDARD CERTIFICATE OF INSURANCE FORM

Your client, **Contractor's Name as it appears on the Contract**, is preparing to enter into a contractual agreement with the Regional District of Central Kootenay for timber and land clearing services at the following location(s): Creston Landfill located at 1501 Mallory Road, Creston, BC.

As per our insurer's recommendation, a separate Standard Certificate of Insurance Form is needed for each contract, therefore it is possible that if your client has more than one contract with the RDCK, you may be asked to complete this form more than once.

As proof that their insurance coverage meets their contractual requirements, we require their broker complete the attached Standard Certificate of Insurance Form. Their contract insurance terms are copied below.

(t) The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

*(i) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.*

*(ii) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence with a maximum deductible of \$5,000**;*

Such insurance will:

- (A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;*
- (B) include the Contractor's Blanket contractual liability;*
- (C) include a Cross Liability clause;*
- (D) include occurrence property damage;*
- (E) include personal injury;*
- (F) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer,*

upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);

- (G) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;*
- (H) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.*

(iii) all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.

Such coverage will:

- (A) Include an Installation Floater*

In addition, please note the following maximum deductibles accepted as per the RDCK's policy on Minimum required amounts of insurance for contracts:

- All Risk Property Insurance \$5,000
- Commercial General Liability Insurance \$5,000

If your client's insurance coverage meets the above requirements, please complete the attached Standard Certificate of Insurance Form and return the completed form to them. If your client's insurance coverage does not meet these requirements, please contact your client directly to discuss any coverage adjustments needed prior to completing this form. Note that the Insured name on the Standard Certificate of Insurance Form must match the client name as it appears in this letter.

Sincerely,

RDCK



Certificate of Insurance Form

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN CANADA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This Certificate is issued to the Regional District of Central Kootenay

Insured Name: _____

Address: _____

Broker Name: _____ Agent's Name: _____

Address: _____ Phone: _____

Title, number and nature of contract, permit, lease, license or operation to which this Certificate applies:

SAMPLE

Type of Insurance	Insurer Name and Policy Number	Policy Term dd/mm/yy	Limits of Liability/Amounts
Section 1 Commercial General Liability ☐ Occurrence Form ☐ Claims Made Form		From: To:	Bodily Injury, Death & Property Damage \$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 2 ☐ Umbrella Liability ☐ Excess Liability		From: To:	\$ _____ Umbrella Liability \$ _____ Excess Gen. Liability
Section 3 Professional/Errors and Omissions Liability ☐ Occurrence Form ☐ Claims Made Form		From: To:	\$ _____ Per Claim \$ _____ Aggregate \$ _____ Deductible Per Claim

Section 4 Environmental Impairment Liability ☐ Occurrence Form ☐ Claims Made Form		From: To:	\$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 5 Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$ _____ Limit
Section 6 All Risk Property - Contractor's Equipment		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible
Section 7 Other (Specify)		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible

Details of Coverage (Sections 1 & 2): ☒ indicates that the coverage is included.

☐ The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured	☐ Personal Injury	☐ Non-owned automobile
☐ Blanket Contractual	☐ Premises & Operations	☐
☐ Cross Liability/ Severability Interests	☐ Waiver of subrogation in favour of the RDCK	☐
☐ Occurrence Property Damage	☐ Coverage is primary and not contributory	☐
	☐ 30 days notice of cancellation	☐

Particulars of Environmental Impairment Liability Insurance (Section 4) ☒ indicates that the coverage is included.

☐ The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured	☐ Cross Liability/ Severability Interests	☐ Coverage is primary and not contributory
☐ Blanket Contractual	☐ Waiver of subrogation in favour of the RDCK	☐ 30 days notice of cancellation
	☐	☐

Details of Coverage (Sections 6): ☒ indicates that the coverage is included.

☐

Installation Floater

☐☐

Details of Coverage (Sections 7): ☒ indicates that the coverage is included.

☐☐☐

These policies comply with the insurance requirements of the governing contract, permit, lease, license or other requirements of the Regional District of Central Kootenay. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Signature and Broker's Stamp
Authorized to Sign on Behalf of Insurers

Title

Date Signed

Broker Comments

SAMPLE

PART 2: QUOTE FORM



REQUEST FOR QUOTE

Creston Landfill Tree Removal

PRJ25032-A

CLOSING DATE & TIME: 2:00pm, Local Time October 1, 2026 (Nelson)

REGISTERED COMPANY NAME: _____

MAILING ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL ADDRESS: _____

CONTACT PHONE #: _____

WORKSAFE BC ACCOUNT NUMBER: _____

DATED: _____

**TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4**

The Bidder has carefully examined the Site(s) where the Services will be supplied or used and the Contract Documents for the project.

The undersigned Bidder understands the conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates quoted in Schedule B-Pricing Schedules and in accordance with the other Schedules of this Quote.

Schedule A and Schedule B shall be read with and form part of this Quote as if embodied herein.

This Quote includes all Addenda numbers _____ to _____ inclusive.

AUTHORIZATION

The Bidder understands and agrees that:

- a. the proposed rates specified in Schedule B-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- b. **the onus is on the Bidder to determine during the course of the open Quote (through engagement with the manufacturers and their suppliers) which of the equipment and or materials that have been specified, are subject to tariffs and the applicable percentage applied. The Bidder should undertake their own cost risk analysis and determine their bid amount accordingly. The RDCK at this time, will not accept cost increases after tender closing and prices submitted are to be held for the ninety (90) days, as specified in the tender documents;**
- c. payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in Schedule B-Pricing Schedules;
- d. The lowest or any Quote will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Quote which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Quotes, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Quote;

If there is only one compliant Quote received by the Closing Time, the RDCK reserves the right to accept the Quote or cancel the Quote process with no further consideration for the sole Quote. This includes the right to cancel this Request for Quote at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Bidder – not just where there is only one compliant Quote; and

- e. The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Quote and to seek clarification or additional information on any area of any Quote when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Quotes which are non-conforming because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

The Bidder further understands and agrees as follows:

- a. If the undersigned is notified in writing of the acceptance of their Quote, it agrees that within fifteen (15) days of the date of the Notice of Award they will enter into an Agreement and execute the Contract for the supply of the Services and guarantees completion of the Contract in accordance with the Contract Documents;
- b. Within fifteen (15) days from the date of the Notice of Award of this Quote, to furnish to the Regional District, the specified insurance and the Contract Security for the performance of the Contract;
- c. To begin supply of the Services on the date specified in the Notice to Proceed;

- d. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Quote, and by submitting a Quote each Bidder shall be deemed to have agreed that it has no claim; and
- e. The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Quote or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

SIGNED AND DELIVERED by:

Name of Bidder (Company)

In the presence of:

_____	)	_____
_____	)	_____
_____	)	_____
Name (printed)	)	Witness Name (printed)
_____	)	_____
_____	)	_____
Authorized Signature	)	Witness Signature
_____	)	_____
_____	)	_____
Address (printed)	)	Address (printed)
_____	)	_____
_____	)	_____
Address (printed)	)	Address (printed)
_____	)	_____
_____	)	_____
Telephone	)	Telephone

DATED this _____ day of _____, 2026.

SCHEDULE B: PRICING SCHEDULES

This section shall be read with and shall form part of the Contract Form. The Bidder hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

Price Schedule

Description	Qty	Unit	Extended
Mob/Demob from site including all signage, safety, communications, etc.	1	LS	
Tree and vegetation removal	1	LS	
Credit for merchantable timber	1	LS	
Site cleanup, slash burning/chipping and final road restoration	1	LS	
Subtotal			
5% GST			
Grand Total			