



Barkley Community Forest Limited Partnership (BCFC)

Particulars

Standing Timber Purchase Agreement #K3S 2021-02

Draw Creek Blocks DC10, DC11, DC12 & DC13

Deadline for Receipt of Tenders: 4:30 pm October 18, 2021

Note: Only the application and tender form needs to be submitted.

**Please Email Erik Holbek to Receive a Copy of the Appendices
(manager@barkleyforest.ca)**

1) Purpose

This document and attached appendices will inform prospective purchasers of the key information they must review and consider when preparing a tender for this timber sale. Prospective bidders are reminded that the data contained in the details of this package are estimates or observations by contractors hired to prepare the data. Bidders should review all details of this package and conduct a field review to verify or alter any field reports in preparing their final tender for submission.

2) Barkley Community Forest Corporation (BCFC) Objectives

The Board of Directors of the BCFC has set the following objectives for developing this timber sale:

- a) To maintain the safety of all workers and the public during operations on the timber sale.
- b) To utilize contractors and workers from the communities of Ucluelet, Tofino, Port Alberni to the greatest degree possible to promote local employment and contractor development.
- c) To utilize as much of the merchantable timber as possible and where possible to manufacture logs produced from the timber sale in Vancouver Island processing facilities.
- d) To utilize or sell for utilization as many of the logs as possible to facilities that will produce value added, long life usable products.
- e) To reduce or eliminate the need to burn debris or waste logs for fire hazard reduction or silviculture site preparation reasons.



- f) To construct a main access road to the vicinity of Draw Lake to a standard that allows use for future log extraction and for long term public access to Draw Lake and potential hiking trails and other recreational opportunities in the upper valley and ridges.

These objectives are delivered by conditions specified in this agreement and by monitoring of field operations. They will not receive a separate evaluation as part of the award of this timber sale.

3) Field Review Access

Access to the blocks is by foot. The Draw East road is not active beyond 0+296 (bridge replacements are required at 0+320 and 0+446).

Branch 301, which starts at approximately 0+030 on Draw East, is deactivated but passable with 4WD truck can be used to access the back end of this timber sale from the west side of Draw Creek. A trail is flagged in pink ribbon from a cross ditch at the end of Branch 301 into Block DC11.

4) Known Information to be Considered as Part of the Application

Worker Safety

- a) These are typical west Vancouver Island logging worksites. Workers will encounter steep slopes, rock bluffs, loose rock, large unstable snags, and west coast weather.
- b) There are limestone areas and karst features on the areas of operation. Some of these may not be marked in the field or on maps.
- c) There are two bear dens in Block DC10. Special precautions are needed when working around the dens.
- d) All cutting areas require a mix of dispersed and group retention totalling 20% of the pre-harvest basal area. All retention is by faller selection. Leave trees are not marked in the field.
- e) All blocks have special stream riparian zone prescriptions.
- f) Some haul roads and dryland sort areas at Toquaht Bay and Ucluelet are in the tsunami hazard zone. Special operating procedures are needed.
- g) The Maggie FSR supports a great deal of non-radio-controlled public travel as well as tourist travel at times.



Other

- h) Construction continues on Highway 4 at Kennedy Hill. Delays accessing the site from the Port Alberni side can be expected during much of the term of the timber sale.
- i) This worksite is very accessible to the public. The purchaser will need to maintain a policy for dealing with any public member entering the site and requesting information about the work taking place.

5) Ownership of the Work and Site Safety

The Purchaser will be required to acknowledge that they are the owner of the work for WorkSafe BC and other applicable legislation and regulation. The purchaser will acknowledge that they are not employees, agents, or contractors of TFLP and are acting as their own independent company.

The Purchaser and all contractors must be active and in good standing with WorkSafe BC and maintain all required safety program(s). Additional certification as a BC Forest Safety Council “Safe Certified Company” would be an asset.

The Purchaser will make all safety programs and records, including a First Aid Assessment, Emergency Response Plan, and any Prime Contractor agreements available to BCFC as required and will ensure that a Notice of Project is submitted to WorkSafe BC before work commences.

The Purchaser will be required to co-operate with any WorkSafe BC inspections of work on this site and will advise BCFC of the outcome of those inspections.

6) Timber to be Sold

The timber to be sold is described in the cruise reports attached in the appendices (roughly 20,000m³ harvest volume). The area of the timber is described on harvest plan maps attached in the appendices for Blocks DC10, DC11, DC112, and DC13 and any rights of way not included in the specific blocks.

Note that 20% retention of the pre-harvest basal area is planned for all blocks. Retention is expected to be a mix of dispersed and group retention that prioritizes structural diversity and retention of habitat elements. In particular dying trees and snags, moist berry producing sites, and riparian areas are important habitat attributes that should be



retained as frequently as possible in areas of aggregate retention. As such, leave trees can be those which provide old forest structure characteristics, and which do not necessarily reflect an equivalent reduction in the commercial value of timber in the stand.

Two full volume cruise reports (not including prescribed retention) for the timber to be sold are attached in the appendices. One report is based on Provincial computerized grade projections and a second report is based on cruiser call grade net factor projections. These reports are estimates. All volumes should be confirmed to the satisfaction of the bidder based on field reviews.

7) Term of the Timber Sale

The term of the timber sale will commence on the date the timber sale agreement is signed by both parties and will end on November 30, 2022, unless all conditions of the agreement are completed prior to that date and the agreement is terminated by mutual agreement of both parties.

Extensions to the expiry date of the timber sale may be permitted for reasonable cause due to unforeseen circumstances. No extensions will be made to the payment schedules set out in Section 6.

8) Timing Constraints

Reduced rainfall shutdown guidelines are prescribed for all blocks as detailed on the harvest and site plan maps.

All blocks contain some areas (generally lower/western slopes) planned for ground based harvesting where operating in drier periods will be required to achieve soil disturbance objectives.

Falling should be scheduled outside of the active nesting period (April 2 to July 30) to the greatest extent possible. If falling within this window is required BCFC will coordinate a qualified professional to conduct a survey of important bird habitats to look for active nests. Adherence to the Migratory Bird Convention Act is required.



The bear den located outside of the Block DC11 boundary between FC B5 and B6 is considered high value and was occupied in the winter during engineering. This den should be assessed and, if occupied, harvesting of the adjacent helicopter yarding polygon should occur after June 1.

BCFC understands that some of these timing constraints are conditional and/or weather dependant and may conflict with each other. It is expected that the successful bidder will make reasonable efforts to plan operations to achieve and balance these objectives.

9) Type of Timber Sale and Payment Schedules

Bidders will tender a lump sum bid of all merchantable timber included in the timber sale blocks and RoW areas. The cruise estimates of volume are estimates only and no guarantee is made on the accuracy of these estimates. The final volume scaled may be higher or lower than the estimates and indicated species volumes and grades may be different than shown on the cruise estimates.

No adjustments will be made to the lump sum bid amount to be paid to BCFC after the timber sale agreement is signed.

The successful bidder (purchaser) will be required to pay the full lump sum amount shown in the tender. Payments will be required to be made as follows:

- a) 25% of the lump sum bid on signing the timber sale agreement
- b) 25% of the lump sum tendered on January 31, 2022
- c) 25% of the lump sum tendered on April 30, 2022
- d) 25% of the lump sum tendered on August 31, 2022

Except that payment in full shall be required if logging is completed prior to any of the indicated billing dates.

10) Timber Sale and Road Permit Security Deposit

BCFC will require that a security deposit of \$400,000.00 be put in place with the BCFC at the time of the agreement signing and prior to the start of any operations on the timber sale. The security deposit will be returned or released upon satisfactory completion of all work on the timber sale and roads.

BCFC will access the funds held in the security deposit to remedy any outstanding work such as but not limited to:



- a) Road and bridges not meeting specifications
- b) Inadequate clean-up of logged areas and inability of BCFC to meet post harvest reforestation and silviculture obligations
- c) Non completion of other aspects of the timber sale agreement that are not fulfilled including payments for stumpage and waste billing.

Acceptable Forms of Deposits:

- a) Money order, bank draft, or certified cheque from the bidder, payable to the BCFC.
- b) A Safekeeping Agreement form executed by a chartered bank, credit union, or trust company, verifying those assignable securities in the amount of \$400,000.00 are being held in safe keeping and the rights and claims to the securities have been assigned to the BCFC.
- c) An Irrevocable Letter of Credit acceptable to BCFC.

11) Submission of Application and Tender, withdrawal of a tender and Execution of an Agreement

Submission of an Application and Tender

The application and tender must be submitted by the closing date to the BCFC post office box or to the business office. The tender must be in a sealed envelope with the clear marking of the applicant on the outside along with the Notation "Application for Timber Sale #K3S 2021-02 Draw Creek".

Withdrawal of an Application

An application and tender may be withdrawn up to the closing date and time by way of a written request to the Chair, BCFC Board of Directors. The application and tender will be returned unopened. All applications received and not withdrawn by the closing date, will be opened by the BCFC.

Execution of the Final Agreement

The BCFC will choose the successful bidder soon after October 18, 2022. A formal letter offering the timber sale will be sent to that applicant. The applicant will have 10 business days to formally sign and enter into the agreement and submit the security deposit. Should the successful applicant not sign the agreement or submit the required deposit in the required time, the BCFC may cancel the offer and award the timber sale to another bidder.



12) Insurance

The Purchaser will be required to carry Comprehensive/Commercial General Liability Insurance protecting TFLP as an additional insured in the amount of not less than \$5,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the land or Improvements.

13) Scaling, Scale Reporting and Payment of Provincial Stumpage

The purchaser must ensure that all timber cut and removed from the harvest areas is scaled as per the requirements of BC legislation. It is the responsibility of the purchaser to arrange for scaling approvals, scale site approvals and all matters to do with scaling.

All scale must be reported to the Province of BC as required in BC legislation. The BCFC must receive a summary copy of all submitted scale reports at the end of each bi-weekly reporting period.

The purchaser must pay all stumpage invoices issued by the province of BC for logs scaled and marked to Community Forest licence K3S, CP 12 (K3S/012) and RP 21331 (K3S/0R1). Note that tabular stumpage rates are adjusted annually on March 1st.

14) Timber Utilization and Waste Billings

Use of all merchantable logs from the timber sale area is an objective for this timber sale.

Waste Survey Required

On completion of harvesting operations or on the expiry of the timber sale agreement, the BCFC will engage and pay for a certified waste and residue surveyor to complete a waste and residue survey on the entire area approved for harvest under this timber sale.

Waste and Residue Invoices issued by the Province of BC

On receipt of invoices for waste and residue from the province of BC, BCFC will invoice the purchaser of the timber under this agreement and the purchaser of this timber will pay BCFC an amount equal to the amount invoiced by the Province of BC. BCFC will pay the invoices for waste and residue issued by the Province to the Province.

The costs of this waste and residue billing are in addition to and not part of the lump sum bid amount submitted in this tender.



Current BC Provincial waste and residue tolerances (non billable amounts) for avoidable waste in old growth stands are:

Helicopter Yarding:	35m ³ per hectare
Cable Yarding:	25 m ³ per hectare
Ground based Yarding:	10 m ³ per hectare

Waste and Residue Penalties Issued by the BCFC

To encourage high levels of utilization, BCFC will impose additional monetary penalties for avoidable waste left in the areas of the timber sale.

Based on the waste and residue survey conducted for invoicing by the province of BC, the purchaser will pay the BCFC:

- \$25.00/m³ for avoidable waste over 35m³/ha (all yarding methods)
- \$75.00/m³ for avoidable waste more than 60m³/ha (all yarding methods).

BCFC will issue a separate billing invoice for these penalty amounts to the purchaser and the purchaser will pay BCFC that amount.

The costs of this waste and residue billing are in addition to and not part of the lump sum bid amount submitted in this tender.

15) Roads, Road Use, and Dryland Sort Use.

Road Designs and Location

Roads to be built or re-built under this agreement (see road and bridge specifications in the Appendices) fall under Road Permit R21331 held by BCFC. These roads consist of 1,694 metres of re-construction and 4,791 meters of new construction as well as purchase and installation of required bridges and culverts.

The Draw 3000 road is intended to be maintained as an active road into the future. All bridges and drainage structures will remain the property of the BCFC.

Any changes proposed to road and/or bridge designs must be approved by BCFC with consideration of the long-term public access objective for these roads. It is anticipated that Draw East and Draw 3000 roads and bridges in particular will be built as per the specifications attached.



Engineered Crossings

Crossing Assurance Statements are required to be provided to BCFC for all crossings not considered Simple Crossings as defined in the APGEGBC/ABC FP Professional Practice Guidelines for Professional Services in the Forest Sector - Crossings.

A design aid, but no engineered designs, are provided for the two proposed crossing of Stream 12 on roads DC11-E and DC11-F within Block DC11. The final design of these structures will depend on the season/water levels at the time of construction and anticipated duration of use.

Road Maintenance

The successful bidder will be required to maintain all roads during the term of the timber sale and leave them cleaned up and graded on completion of work on the timber sale.

Use of the Maggie and/or Barkley FSR

Use of these roads for crew and equipment access and log hauling is governed by the Ministry of Forests, Lands, Natural Resource Operations and Rural Development. The successful bidder must make application to that Ministry for any required road use permits on Forest Service Roads.

Dryland Sort Use

If the successful bidder plans to use local dryland sorts and log dumps located at Toquaht Bay and Ucluelet Inlet. No prior agreements by BCFC are in place by BCFC to use these log dumps.

16) Insurance

The Purchaser will be required to carry Comprehensive/Commercial General Liability Insurance protecting TFLP as an additional insured in the amount of not less than \$5,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury, and property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the land or Improvements.

17) Inspections of Harvesting and Road Construction Activity

The Purchaser will be required to co-operate on regular BCFC field inspections of work as well as inspections by various government agencies.



18) Special Tree Regulation Province of BC

Any tree with a diameter at breast height with or exceeding the specifications in this table must not be cut or damaged. Such trees must be reported to the BCFC, and a plan determined to protect these trees and adjacent vegetation as per the Special Tree Protection Regulation in BC.

Table 1: Tree sizes for Special Tree Protection Regulation

Item	Column 1 Tree	Column 2 Location	Column 3 Diameter at breast height (cm)
1	Arbutus	Anywhere	164
2	Cedar, yellow	Anywhere	265
3	Cottonwood, black	In the coastal biogeoclimatic zones	268
4	Cottonwood, black	Outside the coastal biogeoclimatic zones	176
5	Douglas-fir — coastal	Anywhere	270
6	Douglas-fir — interior	Anywhere	160
7	Fir, grand	Anywhere	146
8	Maple, bigleaf	Anywhere	198
9	Oak, garry	Anywhere	136
10	Pine, ponderosa	Anywhere	119
11	Redcedar, western	In the coastal biogeoclimatic zones	385
12	Redcedar, western	Outside the coastal biogeoclimatic zones	290
13	Spruce, Sitka	Anywhere	283
14	Yew, pacific	Anywhere	63



19) Environmental Management System

The purchaser and all contractors and sub contractors working on this timber sale and road permit will be expected to have and work under an environmental management system equivalent to that required on BC Timber Sales worksites. BCFC inspections will include review of EMS plans.

20) Post Harvest Obligations Required

On all roads and cut blocks associated with this timber sale, the purchaser will be required to complete the following.

Fire Hazard Assessment and Abatement

Under the Wildfire Act, a person who carries out an industrial or prescribed activity on Crown land must conduct a fire hazard assessment in accordance with Section 7 of the Wildfire Act. The purchaser will be required to complete all required hazard assessments and measures or actions resulting from those assessment and to provide to BCFC a final assessment signed and sealed by a qualified professional confirming completion of all required fire hazard abatement activities.

As noted previously, BCFC's objective is for waste to be minimized and managed such that post harvest burning is not required.

Silviculture Obligations

BCFC must meet required stocking levels from reforesting the area as stated in the Forest Stewardship Plan approved for the tenure. BCFC will do a post harvest planting assessment to determine if the desired stocking levels can be achieved. If slash and debris are concentrated in such a manner that stocking levels cannot be achieved, the purchaser may be required to take measures to pile or redistribute this material to ensure stocking levels can be met.

Windthrow assessments and treatments are the responsibility of the Seller

Roads

At the end of operations, the main roads must be graded, ditches cleaned and left in a safe condition. Any spur roads in the timber sale must be fully deactivated. Any machine trails are to be deactivated immediately following harvest activities to facilitate planting and reduce the chance of redirecting surface and shallow subsurface water flow. Post harvest activity is to include re-contouring of trail prisms and re-establishment of natural hillside drainage patterns.



21) Acceptance of Application and Tenders

The Board of Directors of the BCFC reserves the right not to accept the highest or any application and tender for this timber sale as well as the option not to proceed with award of the timber sale.

22) Appendices

- a) Full Volume Cruise Compilations (Loss Factor and Call Grade Net Factor)**
- b) Road Construction Maps**
- c) Engineered Designs/Design Aids**
- d) Harvest Plan Maps**
- e) Site Plans**
- f) Sample Timber Purchase Agreement**