

Alberni Valley Community Forest Corporation

SCHEDULE B CONTRACT PAYMENT

Attachment to the Agreement with ______ for multi-phase engineering, silviculture and timber development within the Sproat Operating Area-Forest Development Unit-A (FDU-A) of the Alberni Valley Community Forest.

1. FEES

1.1 Your fees (exclusive of GST) will be based on a rate as per the following:

1.1 Table 1 – Unit Prices for Items of Work

ltem #	Item or Description of Work	Unit of Measurement	A Estimated Quantity	B Price per Unit Excluding GST	C Extended \$\$ amount Excluding GST (include cents to two decimal places (C=AxB)
1	multi-phase engineering, silviculture and timber development	Cubic metre	30,000	\$	\$

The total hourly rate for partial layout shall not exceed the rate that would normally be charged under the cubic metre rate for layout. Payment will be based on the appraisal net harvest volume based on standard cruise information (loss factor).

1.2 Table 2 - Day Rate and Unit Rates Schedule for Additional Activities

Item #	Item or Description of Work	Unit of Measurement	Price Per Unit Excluding GST	
1	Office technical/professional	Per day		
2	Office clerical	Per day		
3	Field technical staff	Per day		
4	Field R.P.F.	Per day		
5	Field R.P. Bio	Per day		
6	Field P. Geo	Per day		
7	Field P. Eng	Per day		
8	Heli Pad construction	Per pad		
9	Cruise plot full measure	Per plot		
10	Cruise plot count	Per plot		
11	Road re-construction survey	Per metre (horiz.distance)		
12	New road construction survey line	Per metre (horiz. distance)		
13	Traverse and blaze boundary	Per metre (horiz. distance)		
14	Site Plan	Per block		
15	Road Site Plan	Per road permit		
16	Helicopter Rate (Marshalling Point Port Alberni)	Per hour		

- 1.3 Ten *(10)* hours is the equivalent of one day.
- 1.4 Cruise Plot price will include compilation costs and will meet requirements as per Schedule A.
- 1.5 Road Re-construction Survey data will meet Coast Appraisal Manual requirements and Schedule A.
- 1.6 New Road construction survey standards will meet the requirements as per Schedule A.
- 1.7 Traverse and boundary standards will meet the requirements as per Schedule A.
- 1.8 Site Plan and Road Site Plan will meet the requirements as per Schedule A.
- 1.9 Marshalling Point for the Day rate is the Centre of Port Alberni
 - (a) The day rate is an all found rate that starts at the marshalling point. Only pre-approved water and heli access will be reimbursed as expenses.
- 1.10 There will not be any additional payment for expenses, overhead, equipment rental, permits, or camp for the completion of the Services for works completed at the m3 rate. Any additional activities required, that were approved by the AVCFC manager, will be done as a change of work and will be paid out at the unit prices wherever quoted and negotiated with the contractor if not quoted.
- 1.11 Fees for services will be based on the unit rate as described in the tables above provided during the term of this Contract and the unit amounts as they occur and approved by the AVCFC. The estimate of units used in the tender for this contract was solely for the purpose of describing the scope of work and for determining the tendered bidding order and may vary from actual amounts or conditions of access. The total Estimated # of units (m3) is 30,000 with no breakdown of isolated vs accessible.
- 1.12 New cut blocks may be introduced into the contract or amended into the contract from time to time. Introduced new cut blocks will not constitute a change in conditions as set out in the contract.

2. TOTAL PAYABLE

2.01 In no event will the Total Payable for fees (exclusive of GST) (as per Table 1) and, where applicable, expenses (exclusive of GST) (as per Table 2) in accordance with this Schedule exceed in total an estimated \$______(enter fee and expense total.)

3. HOLDBACK FROM PAYMENT

3.01 As per the Agreement, the AVCFC will withhold 10% of the calculated amount from any payment. The 10% holdback will be retained for 40 calendar days after completion, or earlier termination, of all Services and interest is not payable on the amount held back by the AVCFC.

The AVCFC is authorized, but not obliged, to apply the holdback funds as follows:

- a) firstly, to any unpaid government agencies or boards;
- b) secondly to the Contractor's workers, direct subcontractors and suppliers, where required to do so by court order; and
- c) thirdly as security for the correction of any breach of a provision of the Agreement.

4. SUBMISSION OF STATEMENT OF ACCOUNT

- 4.01 In order to obtain payment for any fees (and any applicable GST) and, where applicable, expenses (excluding GST) under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us upon completion of the services or portions thereof.
- 4.02 The Statement of Account(s) must show the following:
 - a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
 - b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
 - c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached; and
 - d) the calculation of any applicable GST tax payable by the AVCFC in relation to the Services provided under this Agreement and for the Billing Period as a separate line item;
 - e) your GST registration number, and
 - f) any other billing information reasonably requested by the AVCFC.
- 4.03 It is suggested that Billing be associated with the completion of phases set out in the Work Plan.
- 4.04 Within thirty-one days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 4.04 Invoices are to be submitted to: manager@communityforest.ca

Subject Line format: Contractor