

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: GS15JHQ003

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: _____

Supplier No.: _____

Telephone No.: _____

E-mail Address: _____

Website: _____

Financial Information

Client: 128

Responsibility Centre: 71023

Service Line: 30029

STOB:

Project: 7113022

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SCHEDULE A – SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 16th day of May, 2014.

BETWEEN:

Wilma s.22 Heslop and Valerie s.22 Brooks doing business as Brooks and Heslop Catering (the "Contractor") with the following specified address and fax number:
PO Box 390
Mesachie Lake BC V0R 2N0
Fax #: N/A

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Forests Lands and Natural Resource Operations (the "Province") with the following specified address and fax number:
Client Services Branch
7060 Forestry Rd
Mesachie Lake BC V0R 2N0
Fax #: 250.749.6020

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account,

invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
- (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect

to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and

- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

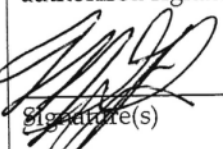
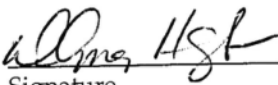
14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>26</u> day of <u>MAY</u>, 20<u>14</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Mark Griffin</u> _____ Print Name(s)</p> <p><u>MANITOBA RESTAURANT STATION</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>22</u> day of <u>MAY</u>, 20<u>14</u> on behalf of the Province by its duly authorized representative:</p> <p> <u>Valerie Brooks</u> _____ Signature</p> <p><u>Wilma Heslop</u> <u>VALERIE BROOKS</u> _____ Print Name</p> <p><u>Partner</u> <u>Partner</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to Section 2 of this Part 1, the term of this Agreement commences on the 16th day of May, 2014, and ends on the 30th day of April, 2015.
2. As per the terms of the invitation to quote, the Province may renew this contract for a further one-year term subject to available funding and the Contractor's satisfactory performance.

PART 2. SERVICES:

OUTPUTS

1. The purpose of this Agreement is for the Contractor to undertake cooking and cleaning services at the Cowichan Lake Research Station Conference Centre for the Province, on an as, if and when requested basis with no guarantee of minimum work.
2. Services include, but are not limited to,
 - a. the provision of up to three meals and two coffee breaks per day.
 - b. Catering of special functionsfor a minimum group size of ten people.
3. Generally, meals and coffee breaks must be served by the Contractor according to the following schedule:

a. Breakfast	07:30
b. Coffee Break	10:00
c. Lunch	12:00
d. Coffee Break	15:00
e. Dinner	17:30

subject to change, as requested by the Province.
4. The Contractor must ensure that all meals and coffee breaks are prepared to a standard that meets or exceeds the requirements of the Ministry of Health regulations, specifically *Health Act* British Columbia Regulation 210/99, Food Premises Regulation.
5. The Contractor must provide all meals and coffee breaks buffet-style, except for bagged lunches, if requested by the Province.
6. If requested by the Province, the Contractor must prepare meals on an outside barbeque.
7. The Contractor must accommodate specific meal requirements pertaining to special dietary needs such as allergies, vegetarian diets, and or special function requirements.
8. The Contractor must not impose a minimum person requirement to accommodate special dietary requests
9. If requested to do so, the Contractor must accommodate requests for
 - a. Meal and coffee break time changes, or
 - b. specific timing of catering of special functions, or
 - c. both.

10. The Contractor must provide a selection of

- a. coffee,
- b. tea,
- c. herbal teas,
- d. water,
- e. juice, and
- f. snack foods such as
 - i. muffins,
 - ii. cookies,
 - iii. pastries,
 - iv. fresh fruit, etc.,

for all coffee breaks.

11. The Contractor must ensure all meals are well balanced as per the *Canada Food Guide* (Health Canada).

- a. All Meals must include, but are not limited to
 - i. fresh fruits,
 - ii. vegetables,
 - iii. meats,
 - iv. grains.
 - v. a complete vegetarian selection
- b. Lunch and dinner must also include, but are not limited to
 - i. at least one vegetarian entrée and
 - ii. at least one non-vegetarian entrée

12. The Contractor must prepare vegetarian entrees separately from ones containing meat or other animal products to ensure no cross contamination.

13. When specific dietary requests are made for special diets such as vegetarian, vegan, allergy sensitivities, celiac, etc., the Contractor must ensure those entrees are identified at the buffet table as such.

The Contractor must:

14. Maintain sufficient grocery stock;

15. Record the number of meals served for each meal and coffee break each day;

16. Wash, dry, and put away all

- a. dishes,
- b. cups,
- c. cutlery, and
- d. all items used for meal and coffee break preparation,

after each meal or coffee break;

17. Clean kitchen and dining areas, including but not limited to:

- a. stove,

- b. grill,
 - c. range hood,
 - d. ovens,
 - e. milk dispenser,
 - f. juice dispenser,
 - g. cold pan food station,
 - h. hot food station,
 - i. coffee machines,
 - j. hot plate,
 - k. toasters,
 - l. refrigerators,
 - m. freezers,
 - n. work tables,
 - o. clean dish unit,
 - p. soiled dish unit,
 - q. cutting boards,
 - r. salad trays,
 - s. assorted stainless steel pans and accessories for the hot and cold food stations,
 - t. all other kitchen equipment
 - u. cooking utensils, and
 - v. all tabletops in dining room;
18. Clean and refill
- a. salt and pepper shakers,
 - b. napkin dispensers,
 - c. ketchup and mustard bottles,
 - d. butter dishes, and
 - e. all other condiment containers, as required;
19. Wash and dry all dish cloths and dish towels as required;
20. Ensure all kitchen staff wear clean, Contractor supplied, white cook hats and aprons;
21. Wash and dry all, Contractor supplied, cook hats and aprons at the Contractors own expense and time;
22. Sweep all kitchen floors
23. Sweep dining room floors;
24. Wash all kitchen floors;
25. Wash dining area floors;
26. Empty and keep clean all garbage receptacles in the kitchen and dining room areas in a timely manner as required;

6515JHQ003

27. provide ministry staff, with a minimum of two weeks' notice, a list of required janitorial supplies
28. make every effort to make requests for janitorial supplies in a planned out manner that minimizes the number of requests made;
29. notify the Province of any item(s) left behind by guests and place the item(s) in a location as agreed to by the Province;
30. comply with all requests and or directions made by an Officer of the Vancouver Island Health Authority (VIHA).

INPUTS

- 1 The Contractor must only use personnel to provide the services that have food safe certification

PART 3. CONTRACTOR'S KEY PERSONNEL

- 1 All Services must be performed by, or under the supervision of,
 - a. Valerie Brooks, or
 - b. Wilma Heslop, or
 - c. both

Schedule B – Fees and Expenses

PART 1. MAXIMUM AMOUNT PAYABLE

1. Despite sections 2 and 3 of this Schedule, \$30,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

PART 2. FEES

1. The Province must pay the Contractor at the following rates

Breakfast	s.17	Minimum group size 10 people
Coffee Break		Minimum group size 10 people
Lunch		Minimum group size 10 people
Dinner		Minimum group size 10 people
Charges for special functions or meals		Minimum group size 10 people

PART 3. EXPENSES

None.

PART 4. ADVNCE PAYMENT

1. In the event of a request for catering of a special function, producing urgent cash flow requirements, the Contractor may request in writing, an advance payment, which the Province may pay at its sole discretion.
2. Both parties agree this request may be done by email.
3. If the Province agrees to issue the advance payment, it will provide a cheque to the Contractor, a maximum of 6 calendar days prior to the requested special function
4. The Contractor must deduct 100% of the advance payment from its invoice charging for the requested special function it pertains to, at the time of billing.
5. In respect of section 11.5 of this Agreement, In the event of early termination, the Contractor must provide a cheque reimbursing the Province the difference, if the total payment due the Contractor does not exceed any outstanding amount remaining from all advance payments.

PART 5. STATEMENTS OF ACCOUNT

1. In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:
 - a. the Contractor's legal name and address;
 - b. the date of the statement, and the Billing Period to which the statement pertains;

- c. the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- d. less any outstanding advances pertaining to the billing period.
- e. the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- f. a description of this Agreement;
- g. a statement number for identification; and
- h. any other billing information reasonably requested by the Province.

PART 6. PAYMENTS DUE

Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - a. Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause.
 - b. A Blanket Position Fidelity Bond (Employee Dishonesty insurance) covering any or all persons used or employed by the Contractor for the provision of Services under this Agreement in an amount not less than \$5,000.00 per claim arising out of any dishonest or fraudulent act that results in the loss of money, securities or other property of the Province, and this insurance must
 - i. protect the Province by way of a "third party endorsement" and
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change
2. All insurance described in section 1 of this Schedule must:
 - a. be primary; and
 - b. not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - a. within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - b. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - c. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not applicable

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Not applicable

MODIFICATION AGREEMENT # 1

Contract #: GS15JHQ003

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the
Minister of Forests Lands and Natural Resource Operations
(the "Province")

AND

Wilma ^{s.22} Heslop and Valerie ^{s.22} Brooks doing business as Brooks and Heslop Catering
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement dated for reference the 16th day of May, 2014, for the Contractor to undertake cooking and cleaning services at the Cowichan Lake Research Station Conference Centre for the Province, on an as, if and when requested basis with no guarantee of minimum work.
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- 1. Schedule B, Section 1, a: The maximum amount is increased by \$30,000.00 from \$30,000.00 to \$60,000.00
- 2. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 19 day of Sept, 2014 on behalf of the Province by its duly authorized representative:

Signature

Print Name

SIGNED AND DELIVERED on the 19 day of Sept 24, 2014 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name

Valerie Brooks.
Valerie Brooks.

Sept 19/14



Natural Resource Sector

Contract Modification Agreement No. 2

MINISTRY CONTRACT/FILE NO.: GS15JHQ003

PROJECT NAME: Cooking and Cleaning Services at the
Cowichan Lake Research Station Conference
Centre

THIS MODIFICATION AGREEMENT dated for reference April 09 2015.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

Cowichan Lake Research Station, Client Services Branch

(the "Province", "we", "us", or "our" as applicable) at the following address:
7060 Forestry Road, Mesachie Lake BC V0R 2N0

Telephone: 250 749 6811 Fax: 250 749 6020 E-mail Address: Kathy.Theobald@gov.bc.ca

Ministry Representative: Kathy Theobald

Alternate (if applicable): Andrew Coster

AND

Wilma ^{s.2} Heslop and Valerie ^{s.22}
Brooks doing business as Brooks and Heslop
Catering

(the "Contractor", "you", or "your" as applicable) at the following address:
PO Box 290
Mesachie Lake BC
V0R 2N0

Telephone: 250 749 3513 Fax: N/A E-mail Address: s.22

Contractor Representative: Valerie Brooks or Wilma Heslop

Corporate Business Number:

WorkSafe BC No: 793338 and/or POP No.

A. The Parties entered into an Agreement dated for reference 16 day of May 2014, (hereinafter called the "Agreement"),

B. The Parties agree to amend the Agreement as follows:

TERM

Extension to term:

1. From May 1st, 2015 to April 30th, 2016

SCHEDULE B - PAYMENT

1. Total payable not to exceed \$100,000. This is an increase of \$40,000

2. In all other respects, the Agreement is confirmed.

3. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an
authorized representative of the Province

(Signature of authorized Ministry Expense Authority)

Mark Griffin

(PRINTED NAME of authorized representative)

Dated this 22 day of APRIL 2015

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a corporation)

(Signature of Contractor or Authorized Signatory)

Valerie Brooks or Wilma Heslop

(PRINTED NAME of Contractor or authorized signatory)

Dated this 21 day of April 2015



Natural Resource Sector

Contract Modification Agreement No. 3

MINISTRY CONTRACT/FILE NO.: GS15JHQ003

PROJECT NAME: Cooking and Cleaning Services at the
Cowichan Lake Research Station Conference
Centre

THIS MODIFICATION AGREEMENT dated for reference August 20th, 2015.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

Cowichan Lake Research Station, Client Services Branch

(the "Province", "we", "us", or "our" as applicable) at the following address:
7060 Forestry Road, Mesachie Lake BC V0R 2N0

Telephone: 250 749 6811 Fax: 250 749 6020 E-mail Address: Kathy.Theobald@gov.bc.ca

Ministry Representative: Kathy Theobald

Alternate (if applicable): Andrew Coster

AND

Wilma s.22 Heslop and Valerie s.22
Brooks doing business as Brooks and Heslop
Catering

(the "Contractor", "you", or "your" as applicable) at the following address:

PO Box 290
Mesachie Lake BC
V0R 2N0

Telephone: 250 749 3513 Fax: N/A E-mail Address: s.22

Contractor Representative: Valerie Brooks or Wilma Heslop

Corporate Business Number:

WorkSafe BC No: 793338 and/or POP No.

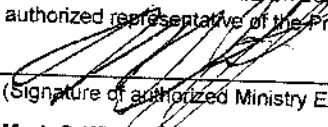
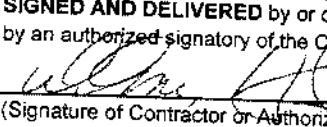
- A. The Parties entered into an Agreement dated for reference 16th day of May 2014, (hereinafter called the "Agreement"),
- B. The Parties agree to amend the Agreement as follows:

SCHEDULE B - PAYMENT

1. Total payable not to exceed \$121,000. This is an increase of \$21,000

1. In all other respects, the Agreement is confirmed.
2. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province  (Signature of authorized Ministry Expense Authority) Mark Griffin (PRINTED NAME of authorized representative) Dated this <u>21</u> day of <u>AUGUST</u> 20 <u>15</u>	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)  (Signature of Contractor or Authorized Signatory) Valerie Brooks or Wilma Heslop (PRINTED NAME of Contractor or authorized signatory) Dated this <u>21</u> day of <u>August</u> 20 <u>15</u>
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CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) MIN OF FORESTS LANDS AND NATURAL RESOURCE OPERATIONS		AGREEMENT IDENTIFICATION NO. GS15JHQ003
PROVINCE'S CONTACT PERSON NAME & TITLE Andrew Coster		PHONE NO. 250.749.6811
MAILING ADDRESS 7060 Forestry Road, Mesachie Lake, BC		FAX NO. 250.749.6020
CONTRACTING NAME Wilma s.22 Heslop and Valerie s.22 Brooks doing business as Brooks and Heslop Catering		POSTAL CODE V0R 2N0
CONTRACTOR ADDRESS PO Box 390 Mesachie Lake, BC		POSTAL CODE V0R 2N0

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Valerie Brooks & Wilma Heslop o/a Brooks & Heslop Catering		
OPERATIONS INSURED	ADDRESS PO Box 390, Mesachie Lake, BC		
	PROVIDE DETAILS	POSTAL CODE V0R 2N0	
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability	s.21	2016/09/08	\$2,000,000 . each accident or occurrence

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM LWG Bringle Insurance	ADDRESS 200-2640 Beverly St. Duncan BC	PHONE NO. (250) 748 3200
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) Dan Thomas	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) <i>[Signature]</i>	DATE SIGNED August 28 / 15