



Ministry of
Forests, Lands and
Natural Resource Operations

Consulting and General Services Contract

CONTRACT./FILE NO: 1070-20/GS16WKA-094	THIS AGREEMENT DATED FOR REFERENCE THE 22 DAY OF AUGUST, 2015.
PROJECT DESCRIPTION: SECURITY SERVICES FOR INCIDENTS WITHIN 71W16KB KOBALU COMPLEX	

BETWEEN:

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

BC Wildfire Service – Kamloops Fire Centre
4000 Airport Road, Kamloops BC V7B 7X2

Phone Number: (250) 550-3401.....FAX Number: (250) 545-0241
Ministry Representative: Logistics Officer
E-mail Address: FireK50615Logs@gov.bc.ca

(the "Province", "we", "us", or "our" as applicable)

AND:

Hero Security Company Ltd
1905 Kloppenburg Court, Kelowna B.C., V1P 1N6

Phone Number: (250) 212-8667.....FAX Number: 250-491-2210
E-mail Address: info@herosecurity.com
Contractor Representative: Harjit Toora
Business Number: BC0870644
WorkSafe BC and/or Personal Optional Protection Number: 784726 AA(053)

(the "Contractor", "you", or "your" as applicable)

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.

The Province and the Contractor agree as follows:

ARTICLE 1 DEFINITIONS

1.01 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) **"Record"** is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;
- (g) **"Services"** means the services described in Schedule A;
- (h) **"Subcontractor"** means a person described in Section 16.05;
- (i) **"Term"** means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and
- (j) **"Unit of Measure"** has the meaning described in Schedule B.

1.02 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

2.01 The attached schedules are applicable to and form part of this Agreement:

Schedule	Title
Schedule 'A'	Services
Schedule 'B'	Contract Payment
Schedule 'C'	Safety Conditions Schedule
Schedule 'D'	Insurance Requirements

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

ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including August 16, 2015 to and including October 31, 2015 inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 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.

ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you 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.
- 4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

ARTICLE 5 PAYMENT

- 5.01 If you comply with this Agreement, we must pay you at the rates and times described in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services; and
 - (c) any applicable taxes payable by us under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.
- 5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.
- 5.03 Without limiting Section 11.01 we may withhold from any payment due to you 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 you upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 5.04 Our obligation to pay money to you 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.
- 5.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.06 If you are not a resident in Canada, you acknowledge that we 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 your behalf.
- 5.07 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.
- 5.08 You 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 you as a result of this Agreement that the Province has paid or reimbursed to you or agreed to pay or reimburse to you under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to us.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:
- (a) except to the extent you have previously disclosed otherwise in writing to us:
 - (i) all information, statements, documents and reports furnished or submitted by you to us 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) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable you to fully perform the Services and to grant any licenses under this Agreement; and
 - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
 - (b) if the Contractor is not an individual:
 - (i) you have 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, you, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you 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.

ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
- (a) as required to perform your 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 a result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the Province being your customer or the Province having entered into this Agreement.

ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
- (a) in Received Material that you receive from us, and
 - (b) in Produced Material, other than any Incorporated Material.
- Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant 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 8.04 (a).

ARTICLE 9 RECORDS AND REPORTS

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you 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 us. 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.

ARTICLE 10 AUDIT

- 10.01 In addition to any other rights of inspection the Province may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

ARTICLE 11 INDEMNITY AND INSURANCE

- 11.01 You must indemnify and save harmless the Province and its 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 its 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 you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 11.02 You must comply with the insurance requirements in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 11.04 At your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 If you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 You may be considered the "Prime Contractor" for the Services, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein;
- 11.08 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.
- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 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 12.04.
- 12.04 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.

ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

- 13.01 An "Event of Default" means any of the following:
- (a) your failure to perform any of your obligations under this Agreement, or
 - (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
 - (c) an Insolvency Event, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
 - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,

- (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
- (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of your property, or
- (vi) you cease, in our reasonable opinion, to carry on business as a going concern.

13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:

- (a) by written notice to you, 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 us at law or in equity; or
- (c) by written notice to you, 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 13.02(a).

13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.

13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us 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 you propose 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 you propose to take to prevent the occurrence of the anticipated Event of Default.

ARTICLE 14 TERMINATION

14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.

14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:

- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and
- (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.

14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

ARTICLE 15 DISPUTE RESOLUTION

15.01 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*.

15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.

15.03 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 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 16 GENERAL

- 16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the party'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; or
 - (c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
 - (d) by facsimile or electronic transmission to the specified facsimile number or Email address 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.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, 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.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 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.
- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, 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.
- 16.10 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.
- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
 - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.
- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as "Key Personnel", you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.

- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, 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 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.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you 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.
- 16.18 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.
- 16.19 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.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 17 INTERPRETATION

17.01 In this Agreement:

- (a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;
- (b) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (c) "includes" and "including" are not intended to be limiting;
- (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (e) "attached" means attached to this Agreement when used in relation to a schedule;
- (f) 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;
- (g) 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;
- (h) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

ARTICLE 18 EXECUTION AND DELIVERY

18.01 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 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Authorized Ministry Expense Authority)	(Contractor or Authorized Signatory)
BRENDA MURPHY 029106	HARJIT TOORA
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this 34 day of August, 2015	Dated this 23rd day of August, 2015



Ministry of
Forests, Lands and
Natural Resource Operations

Schedule A - Services

File: 1070-20/GS16WKA-094

Attachment to the Agreement with Hero Security Company Ltd for Security Services for incidents within 71W16KB Kobau Complex

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- (a) Security services for fire suppression related activities at restricted access points as requested by BCWS personnel.
- (b) Provide security vehicles suitable for forestry roads preferably with 4X4 drive.
- (c) Sufficient personnel to provide 24 hours and 7 days a week coverage when requested by BCWS employee.
- (d) All personnel (each) must have personal safety equipment (i.e. high visibility vests, flashlight), cell and programmable radios.
- (e) The contractor must ensure compliance with BC Security Business License.
- (f) Where a camp is provided contractor's personnel will be expected to stay in camp. Resources must come prepared to stay in camp (ie: must bring sleeping bags, towel, toiletry, etc.) Meals will be provided to personnel authorized to stay in camp.
- (g) Each time the Ministry requests additional security personnel, the Ministry will reimburse their mobilization and demobilization time and kilometres to and from incident and Kelowna B.C. If the contractor chooses to switch out resources (personnel, vehicles) it will be at the contractor's expense.
- (h) Kilometres incurred during performance of security duties will be reimbursed.

2. KEY PERSONNEL The Services shall be performed by the following "Key Personnel":

- Personnel of Hero Security Company Ltd.

and there shall be no substitution for the person(s) listed above without the prior consent of the Province.



Schedule B – Contract Payment

File: 1070-20/GS16WKA-094

Attachment to the Agreement with Hero Security Company Ltd for Security Services for incidents within 71W16KB Kobau Complex.

1. Fees

Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province) will be based on a hourly rate of (the "Unit of Measure") per table below during the Term when you are providing the Services.

Security Personnel/Vehicle	All Hours (No Premium Rates)
Security Personnel without Vehicle	\$35.00 per person
Security Personnel with Vehicle	\$37.00 per person

Mileage will be \$.52 per kilometre. Security personnel kilometres may be paid from Kelowna, BC and to worksite. (See Schedule A, Clause 1.01 G & F)

1.01 In no event will fees payable to you in accordance with this Schedule exceed in total \$50,000.

2. Expenses

2.01 We will not pay any expenses to you for the completion of the Services.

3. Total Payable

3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total \$50,000.

4. Submission of Statement of Account

5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us on total satisfactory completion of services.

5.02 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;

SCHEDULE B

CONTRACT PAYMENT

- (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;
 - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
 - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
 - (f) **Daily Time Reports** will be submitted with applicable invoices in addition to any other billing information reasonably requested by us.
- 5.03 Within thirty 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.
- 5.04 Invoices are to be submitted to:
- BC Wildfire Service
Kamloops Fire Centre
4000 Airport Road
Kamloops BC V2B 7X2
- Or email to BCWS CWSKAMLOOPS@gov.bc.ca



Schedule C Safety Conditions Security Services

File: 1070-20/GS16WKA-094

Attachment to the Agreement with Hero Security Company Ltd. for Security Services for incidents within 71W16KB Kobau Complex.

Terms such as "employer", "supervisor", "multiple employer workplace", "owner", "prime contractor", and "worker" have the meanings given those terms under the *Workers' Compensation Act (WC Act)* and its regulation.

ARTICLE 1 OTHER SAFETY CONSIDERATIONS

Notice of Project

- 1.01 Where a Notice of Project is required as set out in the *WC Act* and its regulations, the Contractor, unless otherwise notified in writing by the Province or the Prime Contractor, must submit the Notice of Project in a format acceptable to WorkSafe BC.
- 1.02 Where the Contractor submits the Notice of Project, a copy must be provided to the Province. Where the Province or Prime Contractor will submit the Notice of Project, the Contractor must provide, upon request, all information necessary to support the Notice of Project and the Contractor will be provided with a copy of the Notice of Project.
- 1.03 The Contractor will commence and conduct all operations consistently with the Notice of Project.

Reporting

- 1.04 The Contractor must immediately submit written notice to the Province on all matters reported to WorkSafe BC by the Contractor or the Contractor's Subcontractors. The written notice must include all information necessary to allow the Province to adequately collect and address safety or other related incidences, and will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else's opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.06 Upon the Province's request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
 - (a) an effective business process in place to:
 - i) remedy any workplace conditions that are hazardous to the health or safety of the employer's workers including safe work practices and procedures;
 - ii) ensure that the employer's workers:

- A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
 - B. are made aware of their rights and duties under the *WC Act* and its regulations.
- (b) established occupational health and safety policies and programs in accordance with the regulations, which includes:
 - i) first aid assessment and provision services and equipment;
 - ii) an employee monitoring system that will periodically ensure the well being of all workers working alone or in isolation;
 - iii) accident injury reporting and investigation;
 - iv) an emergency response plan and employee understanding of said plan that will ensure adequate and timely response to any emergency that can be reasonably expected to occur in relation to the Works or Services being performed;
 - v) evidence of training and any required certifications required under *WC Act* or its regulations;
 - vi) evidence of a maintenance program for all equipment and vehicles owned or operated by the Contractor or its Subcontractors commensurate with the risks associated with such equipment and vehicles;
 - vii) provision for the regular inspection of premises, work methods and work practices; and
 - viii) provision by the employer for the instruction and supervision of workers including orientation of workers in the safe performance of their work.
- (c) provided and maintained in good condition protective equipment, devices, and clothing as required by the *Occupational Health and Safety Regulation* and ensure that these are used by the employer's workers;
- (d) provided the employer's workers all information, instruction, training, and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace;
- (e) a copy of the *WC Act* and its regulations readily available for review by the employer's workers and, at each workplace where workers of the employer are regularly employed, post and keep posted a notice advising where the copy is available for review.

ARTICLE 2 PRIME CONTRACTOR PROVISIONS

2.01 The Contractor acknowledges, agrees, and warrants that:

- (a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:
 - (i) the Province gave notice that the Successful Bidder would be the Prime Contractor;
 - (ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
 - (iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

- (a) upon request, the Contractor must satisfy the Province that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the *WC Act* and its regulations; and

- (b) the Province provides written acknowledgement of the Contractor's experience and capacity to function as Prime Contractor; and
 - (c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or
 - (d) the Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.
- 2.03 The Province may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.
- 2.04 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the Ministry Representative.



Schedule D – Insurance

File: 1070-20/GS16WKA-094

Attachment to the Agreement with Hero Security Company Ltd for Security Services for incidents within 71W16KB Kobau Complex.

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 11 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Where a warranty period is required by the Province under this Agreement, the Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.
4. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
5. Notwithstanding Paragraph 6, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
8. Failure to provide the required insurance documentation shall result in termination of this Agreement.
9. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 11.

11. The following forms of insurance and specified minimum limits are required:

a) **Commercial General Liability** Commercial General Liability insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;

and where such further risk exists:

- x) Forest Fire Fighting Expense Coverage in the amount of:
 - ☐ \$1 million (*activity taking place during fire season*)
 - ☐ \$500,000 (*activity taking place outside of fire season*)
 - X Not applicable (*activity not taking place in forested areas or where the activity does not include potential of sparks from welders, chainsaws, or hot exhaust, etc.*)
- xi) Sudden and Accidental Pollution endorsement on the Commercial General liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, such policy shall not contain an "insured vs insured" exclusion and this insurance shall include the Province as an additional insured as stated below:
 - ☐ \$250,000
 - ☐ \$500,000
 - ☐ \$1 million
 - X Not applicable

The Province is to be added as an "Additional Insured" under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations and any of its employees, servants or agents".

b) **Automobile Liability**

Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.

c) **Employee Dishonesty Insurance**

A Blanket Position Fidelity Bond (Employee Dishonesty insurance) covering any or all persons used or employed by the Contractor for the provision of the Services in an amount not less than \$5000.00 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 protect the Province by way of a "third party endorsement".



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) Ministry of Forests, Lands and Natural Resource Operations		AGREEMENT IDENTIFICATION NO. GS16WKA-094
PROVINCE'S CONTACT PERSON NAME & TITLE Corporate Wildfire Services		PHONE NO. 250-554-5500 FAX NO. 250-376-6549
MAILING ADDRESS 4000 Airport Road, Kamloops, BC		POSTAL CODE V2B 7X2
CONTRACTOR NAME Hero Security Company Ltd.		
CONTRACTOR ADDRESS 1905 Kloppenburg Court, Kelowna, BC		POSTAL CODE V1P 1N6

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Hero Security Company Ltd.		POSTAL CODE V1P 1N6
	ADDRESS 1905 Kloppenburg Court Kelowna, BC		
OPERATIONS INSURED	PROVIDE DETAILS Security Company		
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 - Contingent Employers Liability - Cross Liability - Employees as Additional Insureds	Premier Marine Insurance ^{s.21}	2016/01/21	\$5,000,000 Bodily Injury & Property Damage(per occ/Aggregate \$5,000,000 Products & Completed Ops Aggregate \$5,000,000 Personal Injury Liability
Non-Owned Automobile	Premier Marine Insurance	2016/01/21	\$2,000,000 Limit
Employee Dishonesty	Premier Marine Insurance	2016/01/21	\$10,000 Limit
Owner's and Contractor's Protective Liability	Premier Marine Insurance	2016/01/21	Included

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 HUB International Barton Insurance	ADDRESS 51-301 Highway 33 W, Kelowna, BC V1X 1X8	PHONE NO. 250-765-4143
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) Jodi Comeau	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) <i>J. Comeau</i>	DATE SIGNED <i>Dec 25/15</i>



Natural Resource Sector

Contract Modification Agreement No. 1

MINISTRY CONTRACT/FILE NO.: GS16WKA-094

PROJECT NAME: 71W16KB

THIS MODIFICATION AGREEMENT dated for reference September 23, 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

BC Wildfire Service - Kamloops Fire Centre

(the "Province", "we", "us", or "our" as applicable) at the following address:

4000 Airport Road
Kamloops, B.C. V7B 7X2

Telephone: Fax: E-mail Address:
250-550-3401 250-545-0241 CWSKamloops@gov.bc.ca

Ministry Representative: Judy Janzen

Alternate (if applicable):

AND

Hero Security Company Ltd

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

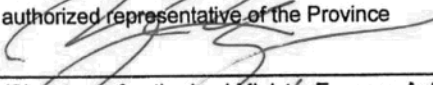
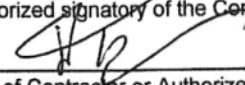
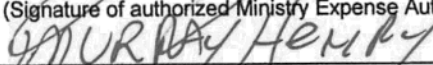
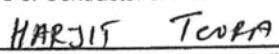
1905 Kloppenburg Court
Kelowna, B.C. V1P 1N6

Telephone: Fax: E-mail Address:
250-212-8667 250-491-2210 info@herosecurity.com

Contractor Representative: Harjit Toora
Corporate Business Number: BC0870644
WorkSafe BC No: 784726 and/or POP No.

- A. The Parties entered into an Agreement dated for reference August 22, 2015, (hereinafter called the "Agreement").
- B. The Parties agree to amend the Agreement as follows:
1. Schedule B – Contract Payment UPLIFT to increase fees from \$50,000.00 to \$100,000.00 for Security Services for incidents within 71W16KB Kobau Complex
- C. In all other respects, the Agreement is confirmed.
- D. 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	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
	
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>28</u> day of <u>Sept</u> 20 <u>15</u>	Dated this <u>23</u> day of <u>Sept</u> 20 <u>15</u>



Ministry of
Forests, Lands and
Natural Resource Operations

Consulting and General Services Contract

CONTRACT./FILE NO: 1070-20/GS16WKA-86

THIS AGREEMENT DATED FOR REFERENCE THE
16 DAY OF AUGUST, 2015.

PROJECT DESCRIPTION: SECURITY SERVICES WITHIN THE PENTICTON FIRE ZONE

BETWEEN:

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

BC Wildfire Service – Kamloops Fire Centre
4000 Airport Road, Kamloops BC V7B 7X2

Phone Number: (250) 550-3401 FAX Number: (250) 545-0241
Ministry Representative: Randy Burgess
E-mail Address: Randy.Burgess@gov.bc.ca

(the "Province", "we", "us", or "our" as applicable)

AND:

Hoff Securities Ltd. dba Penticton Security & Investigations
1475 Fairview Road, Suite 203, Penticton BC V2A 7W5

Phone Number: (250) 462-4357 FAX Number:
E-mail Address: admin@pentictonsecurity.com
Contractor Representative: Dave Smith
Business Number: FM054603
WorkSafe BC and/or Personal Optional Protection Number: 329507 AQ

(the "Contractor", "you", or "your" as applicable)

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.

The Province and the Contractor agree as follows:

ARTICLE 1 DEFINITIONS

1.01 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) **"Record"** is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;
 - (g) **"Services"** means the services described in Schedule A;
 - (h) **"Subcontractor"** means a person described in Section 16.05;
 - (i) **"Term"** means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and
 - (j) **"Unit of Measure"** has the meaning described in Schedule B.
- 1.02 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

2.01 The attached schedules are applicable to and form part of this Agreement:

Schedule	Title
Schedule 'A'	Services
Schedule 'B'	Contract Payment
Schedule 'C'	Safety Conditions Schedule
Schedule 'D'	Insurance Requirements

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

ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including August 16, 2015 to and including October 31, 2015 inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 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.

ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you 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.
- 4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.

- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

ARTICLE 5 PAYMENT

- 5.01 If you comply with this Agreement, we must pay you at the rates and times described in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services; and
 - (c) any applicable taxes payable by us under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.
- 5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.
- 5.03 Without limiting Section 11.01 we may withhold from any payment due to you 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 you upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 5.04 Our obligation to pay money to you 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.
- 5.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.06 If you are not a resident in Canada, you acknowledge that we 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 your behalf.
- 5.07 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.
- 5.08 You 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 you as a result of this Agreement that the Province has paid or reimbursed to you or agreed to pay or reimburse to you under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to us.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:
- (a) except to the extent you have previously disclosed otherwise in writing to us:
 - (i) all information, statements, documents and reports furnished or submitted by you to us 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) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable you to fully perform the Services and to grant any licenses under this Agreement; and
 - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
 - (b) if the Contractor is not an individual:

- (i) you have 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, you, and
- (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you 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.

ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
 - (a) as required to perform your 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 a result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the Province being your customer or the Province having entered into this Agreement.

ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
 - (a) in Received Material that you receive from us, and
 - (b) in Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant 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 8.04 (a).

ARTICLE 9 RECORDS AND REPORTS

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you 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 us. 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.

ARTICLE 10 AUDIT

- 10.01 In addition to any other rights of inspection the Province may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

ARTICLE 11 INDEMNITY AND INSURANCE

- 11.01 You must indemnify and save harmless the Province and its 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 its 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 you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 11.02 You must comply with the insurance requirements in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 11.04 At your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 If you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 You may be considered the "Prime Contractor" for the Services, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein;
- 11.08 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.
- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 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 12.04.
- 12.04 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.

ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

- 13.01 An "Event of Default" means any of the following:
- (a) your failure to perform any of your obligations under this Agreement, or
 - (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
 - (c) an Insolvency Event, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
 - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
 - (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
 - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of your property, or
 - (vi) you cease, in our reasonable opinion, to carry on business as a going concern.
- 13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:
- (a) by written notice to you, 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 us at law or in equity; or
 - (c) by written notice to you, 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 13.02(a).
- 13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.
- 13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us 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 you propose 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 you propose to take to prevent the occurrence of the anticipated Event of Default.

ARTICLE 14 TERMINATION

- 14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.
- 14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:
- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and
 - (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.
- 14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

ARTICLE 15 DISPUTE RESOLUTION

- 15.01 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*.
- 15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.
- 15.03 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 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 16 GENERAL

- 16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the party'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; or
 - (c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
 - (d) by facsimile or electronic transmission to the specified facsimile number or Email address 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.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, 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.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 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.
- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, 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.
- 16.10 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.

- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
 - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.
- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as "Key Personnel", you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.
- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, 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 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.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you 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.
- 16.18 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.
- 16.19 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.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 17 INTERPRETATION

- 17.01 In this Agreement:
- (a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;
 - (b) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
 - (c) "includes" and "including" are not intended to be limiting;
 - (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (e) "attached" means attached to this Agreement when used in relation to a schedule;
 - (f) 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;
 - (g) 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;
 - (h) "person" includes an individual, partnership, corporation or legal entity of any nature; and
 - (i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

ARTICLE 18 EXECUTION AND DELIVERY

18.01 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 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province 	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) 
(Authorized Ministry Expense Authority)	(Contractor or Authorized Signatory)
Randy Burgess 	Dave Smith
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this <u>25</u> day of <u>August</u> , 20 <u>15</u>	Dated this <u>20</u> day of <u>AUGUST</u> , 20 <u>15</u>



Ministry of
Forests, Lands and
Natural Resource Operations

Schedule A - Services

File: 1070-20/GS16WKA-086

Attachment to the Agreement with Hoff Securities Ltd. dba Penticton Security & Investigations for Security Services.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- (a) Security services for fire suppression related activities at restricted access points as requested by BCWS personnel.
- (b) Provide a security patrol vehicle.
- (c) Sufficient personnel to provide 24 hours and 7 days a week coverage when requested by BCWS employee.
- (d) Each person must have personal safety equipment (i.e. high visibility vests), cell and radio communication equipment.
- (e) The contractor must ensure compliance with BC Security Business License.

2. KEY PERSONNEL The Services shall be performed by the following "Key Personnel":

- Personnel of Hoff Securities Ltd. dba Penticton Security & Investigations.

and there shall be no substitution for the person(s) listed above without the prior consent of the Province.



Schedule B – Contract Payment

File: 1070-20/GS16WKA-086

Attachment to the Agreement with Hoff Securities Ltd. dba Penticton Security & Investigations for Security Services.

1. Fees

Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province) will be based on a hourly rate of (the "Unit of Measure") per table below during the Term when you are providing the Services.

Location	Up to 8 hours	Over 8 hours
Within City of Penticton boundary	\$20.00 per person	\$30.00 per person
Outside City of Penticton boundary	\$22.00 per person	\$33.00 per person
Worksite accessed via unpaved road greater than 20 kms	\$25.00 per person	\$37.50 per person

Mileage will be \$.52 per kilometre. Security personnel kilometres may be paid from the following locations: Okanagan Falls, Summerland, Yellow Lake, Osoyoos, Oliver and Penticton. There will be no kilometres charged for work performed within the boundaries of the City of Penticton.

1.01 In no event will fees payable to you in accordance with this Schedule exceed in total \$25,000.

2. Expenses

2.01 We will not pay any expenses to you for the completion of the Services.

3. Total Payable

3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total \$25,000.

4. Submission of Statement of Account

5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us on total satisfactory completion of services.

5.02 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;

SCHEDULE B

CONTRACT PAYMENT

- (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
- (f) **Daily Time Reports** will be submitted with applicable invoices in addition to any other billing information reasonably requested by us.

5.03 Within thirty 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.

5.04 Invoices are to be submitted to:

BC Wildfire Service
Kamloops Fire Centre
4000 Airport Road
Kamloops BC V2B 7X2

Or email to BCWS CWSKAMLOOPS@gov.bc.ca



Schedule C Safety Conditions

File: 1070-20/GS16WKA-086

Attachment to the Agreement with Hoff Securities Ltd. dba Penticton Security & Investigations for Security Services.

Terms such as "employer", "supervisor", "multiple employer workplace", "owner", "prime contractor", and "worker" have the meanings given those terms under the *Workers' Compensation Act (WC Act)* and its regulation.

ARTICLE 1 OTHER SAFETY CONSIDERATIONS

Notice of Project

- 1.01 Where a Notice of Project is required as set out in the *WC Act* and its regulations, the Contractor, unless otherwise notified in writing by the Province or the Prime Contractor, must submit the Notice of Project in a format acceptable to WorkSafe BC.
- 1.02 Where the Contractor submits the Notice of Project, a copy must be provided to the Province. Where the Province or Prime Contractor will submit the Notice of Project, the Contractor must provide, upon request, all information necessary to support the Notice of Project and the Contractor will be provided with a copy of the Notice of Project.
- 1.03 The Contractor will commence and conduct all operations consistently with the Notice of Project.

Reporting

- 1.04 The Contractor must immediately submit written notice to the Province on all matters reported to WorkSafe BC by the Contractor or the Contractor's Subcontractors. The written notice must include all information necessary to allow the Province to adequately collect and address safety or other related incidences, and will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else's opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.06 Upon the Province's request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
 - (a) an effective business process in place to:
 - i) remedy any workplace conditions that are hazardous to the health or safety of the employer's workers including safe work practices and procedures;
 - ii) ensure that the employer's workers:

- A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
 - B. are made aware of their rights and duties under the *WC Act* and its regulations.
- (b) established occupational health and safety policies and programs in accordance with the regulations, which includes:
 - i) first aid assessment and provision services and equipment;
 - ii) an employee monitoring system that will periodically ensure the well being of all workers working alone or in isolation;
 - iii) accident injury reporting and investigation;
 - iv) an emergency response plan and employee understanding of said plan that will ensure adequate and timely response to any emergency that can be reasonably expected to occur in relation to the Works or Services being performed;
 - v) evidence of training and any required certifications required under *WC Act* or its regulations;
 - vi) evidence of a maintenance program for all equipment and vehicles owned or operated by the Contractor or its Subcontractors commensurate with the risks associated with such equipment and vehicles;
 - vii) provision for the regular inspection of premises, work methods and work practices; and
 - viii) provision by the employer for the instruction and supervision of workers including orientation of workers in the safe performance of their work.
- (c) provided and maintained in good condition protective equipment, devices, and clothing as required by the *Occupational Health and Safety Regulation* and ensure that these are used by the employer's workers;
- (d) provided the employer's workers all information, instruction, training, and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace;
- (e) a copy of the *WC Act* and its regulations readily available for review by the employer's workers and, at each workplace where workers of the employer are regularly employed, post and keep posted a notice advising where the copy is available for review.

ARTICLE 2 PRIME CONTRACTOR PROVISIONS

2.01 The Contractor acknowledges, agrees, and warrants that:

- (a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:
 - (i) the Province gave notice that the Successful Bidder would be the Prime Contractor;
 - (ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
 - (iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

- (a) upon request, the Contractor must satisfy the Province that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the *WC Act* and its regulations; and
- (b) the Province provides written acknowledgement of the Contractor's experience and capacity to function as Prime Contractor; and
- (c) where the Contractor creates a multiple employer workplace, the Contractor will provide or

acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or

- (d) the Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.

- 2.03 The Province may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.
- 2.04 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the Ministry Representative.

ARTICLE 3 HAND FALLING

- 3.01 Where hand falling activity will be taking place under the Agreement and without limiting any other provision of the Agreement or the Contract Documents, the Contractor shall comply with the following safety requirements.
- 3.02 Hand falling means the falling of trees by any means with at least one person at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches diameter at 12 inch stump height, or as may be determined by WorkSafe BC.
- 3.03 The Contractor must ensure that:
 - (a) all hand falling is undertaken by fallers certified by BC Forest Safety Council (BCFSC) or ENFORM and are qualified for the slope and timber conditions being addressed;
 - (b) a qualified Falling Supervisor satisfactory to the Province is designated for all forestry related hand falling activities and for all non-forestry related hand falling activities taking place.
- 3.04 A Falling Supervisor will be deemed qualified where:
 - (a) it has satisfactorily completed the BCFSC Falling Supervisor Training course; or
 - (b) it is BCFSC Falling Supervisor Certified; or
 - (c) in the Province's sole opinion, evidence of qualifications/certifications and proficiency for the timber and slope for the Work Area and competency to discharge the expectations of a falling supervisor is satisfactory.
- 3.05 No hand falling operations will commence without the Province's prior satisfaction of acceptable proof of qualification/certification and of the Falling Supervisor's ability and competence.
- 3.06 The Contractor must, at least five Work Days prior to commencement of any hand falling operations, notify the Ministry Representative of the name of the designated Falling Supervisor or substitution thereof.
- 3.07 A Falling Plan must be developed with full engagement by the Falling Supervisor in collaboration with Hand Falling personnel and others responsible to discharge aspects of the falling plan.
- 3.08 The Contractor must ensure:
 - (a) no work will commence prior to all considerations of the Falling Plan being implemented as established by the designated Falling Supervisor;
 - (b) all hand falling operations performed occur and are supported in accordance with the Falling Plan; and
 - (c) upon request of the Ministry representative, provide any documents and evidence to verify adherence to the Falling Plan.
- 3.09 If the Contractor engages a subcontractor as its Falling Supervisor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.



Schedule D – Insurance

File: 1070-20/GS16WKA-086

Attachment to the Agreement with Hoff Securities Ltd. dba Penticton Security & Investigations for Security Services.

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 11 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Where a warranty period is required by the Province under this Agreement, the Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.
4. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
5. Notwithstanding Paragraph 6, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
8. Failure to provide the required insurance documentation shall result in termination of this Agreement.
9. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 11.

11. The following forms of insurance and specified minimum limits are required:

a) **Commercial General Liability** Commercial General Liability insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;

and where such further risk exists:

- x) Forest Fire Fighting Expense Coverage in the amount of:
 - ☐ \$1 million (*activity taking place during fire season*)
 - ☐ \$500,000 (*activity taking place outside of fire season*)
 - X Not applicable (*activity not taking place in forested areas or where the activity does not include potential of sparks from welders, chainsaws, or hot exhaust, etc.*)
- xi) Sudden and Accidental Pollution endorsement on the Commercial General liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, such policy shall not contain an "insured vs insured" exclusion and this insurance shall include the Province as an additional insured as stated below:
 - ☐ \$250,000
 - ☐ \$500,000
 - ☐ \$1 million
 - X Not applicable

The Province is to be added as an "Additional Insured" under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations and any of its employees, servants or agents".

b) **Automobile Liability**

Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.

c) **Employee Dishonesty Insurance**

A Blanket Position Fidelity Bond (Employee Dishonesty insurance) covering any or all persons used or employed by the Contractor for the provision of the Services in an amount not less than \$5000.00 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 protect the Province by way of a "third party endorsement".



Sole Proprietorship Summary

For

PENTICTON SECURITY & INVESTIGATIONS

Date and Time of Search: August 16, 2015 06:36 PM Pacific Daylight Time
Currency Date: July 15, 2015

ACTIVE

Registration Number: FM0054603
Name of Sole Proprietorship: PENTICTON SECURITY & INVESTIGATIONS
Registration Date: June 12, 1984
Business Start Date: Not on file
Nature of Business: Not on file

PROPRIETOR INFORMATION

Individual or Company Name: HOFF SECURITIES LTD.
Incorporation or Registration Number: 0277908
Residential Address: Not on file



Assessment Department	Location	Clearance Section
Mailing Address	6951 Westminster Highway	Telephone 604 244 6380
PO Box 5350	Richmond BC	Toll Free within Canada
Station Terminal	V7C 1C6	1 888 922 2768
Vancouver BC V6B 5L5	www.worksafebc.com	Fax 604 244 6390

BC Wildfire Service
Kamloops Fire Centre
4000 Airport Road
KAMLOOPS, BC V2B 7X2

August 14, 2015

**Person/Business : HOFF SECURITIES LTD
PENTICTON SECURITY & INVESTIGATIONS
329507 AQ(054)**

We confirm that the above-mentioned account is currently **active and in good standing**.

This firm has had continuous coverage with us since April 01, 1984 and has satisfied assessment remittance requirements to **July 01, 2015**.

The next payment that will affect this firm's clearance status is due on August 28, 2015.

This information is only provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

Clearance Reference # : C128502174
CLRA1A

Now you can report payroll and pay premiums online.
Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.
To alter this document constitutes fraud.



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) BC WILDFIRE SERVICES - KAMLOOPS FIRE CENTRE		AGREEMENT IDENTIFICATION NO. 1070-20/GS16WKA-86
PROVINCE'S CONTACT PERSON NAME & TITLE CWS FINANCE		PHONE NO. 250-550-3401
MAILING ADDRESS 4000 AIRPORT KAMLOOPS BC		FAX NO. 250-545-0241
CONTRACTOR NAME HOFF SECURITIES LTD DBA PENTITION SECURITY & INVESTIGATIONS		POSTAL CODE V7P 7X2
CONTRACTOR ADDRESS 1475 FAIRVIEW ROAD, SUTIE 120, PENTICTON		POSTAL CODE V2A 7W5

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Hoff Securities Ltd	POSTAL CODE V2A 7W5	
	ADDRESS 203 1475 Fairview Rd, Penticton BC		
OPERATIONS INSURED	PROVIDE DETAILS Security Services		
TYPE OF INSURANCE List each separately	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability	Economical Mutual s.21	2016 04 15	\$2,000,000

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:

AGENCY OR BROKERAGE FIRM Johnston Meier	ADDRESS 207 Martin St, Penticton	PHONE NO. 492-0817
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) Rick James	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) [Signature]	DATE SIGNED Aug 19-2015



Natural Resource Sector

Contract Modification Agreement No. 001

MINISTRY CONTRACT/FILE NO.: 1070-20/GS16WKA-88

PROJECT NAME: Security Services within the Penticton Fire Zone

THIS MODIFICATION AGREEMENT dated for reference August 25th, 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

Wildfire Management Branch, Kamloops Fire Centre

(the "Province", "we", "us", or "our" as applicable) at the following address:

4000 Airport Road, Kamloops BC V7B 7X2

Telephone: 250-550-3401 Fax: 250-545-0241 E-mail Address: cwskamloops@gov.bc.ca

Ministry Representative: Corporate Wildfire Services

Alternate (if applicable):

AND

Hoff Securities Ltd DBA Penticton Security & Investigations

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

1475 Fairview Road, Suite 203, Penticton BC V2A 7W5

Telephone: 250-462-4357 Fax: E-mail Address: admin@pentictonsecurity.com

Contractor Representative: Dave Smith
Corporate Business Number: BC0277908
WorkSafe BC No: 329507 and/or POP No.

A. The Parties entered into an Agreement dated for reference August 16th 2015, (hereinafter called the "Agreement"),

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

1. Schedule B, Section 1.02

1.02 In no event will fees payable to you in the accordance with this Schedule exceed in the total \$150,000.00

And

2. Schedule B, Section 3.01

3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in the total \$150,000.00.

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

D. 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



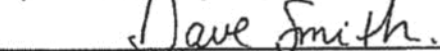
(Signature of authorized Ministry Expense Authority)




(PRINTED NAME of authorized representative)

Dated this 27 day of August 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)



(PRINTED NAME of Contractor or authorized signatory)

Dated this 27 day of August 2015



Ministry of
Forests, Lands and
Natural Resource Operations

Consulting and General Services Contract

CONTRACT./FILE NO: 1070-20/GS16WKA-82

THIS AGREEMENT DATED FOR REFERENCE THE
16 DAY OF AUGUST, 2015.

PROJECT DESCRIPTION: SECURITY SERVICES WITHIN THE PENTICTON FIRE ZONE

BETWEEN:

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

BC Wildfire Service – Kamloops Fire Centre
4000 Airport Road, Kamloops BC V7B 7X2

Phone Number: (250) 550-3401.....FAX Number: (250) 545-0241
Ministry Representative: Randy Burgess
E-mail Address: Randy.Burgess@gov.bc.ca

(the "Province", "we", "us", or "our" as applicable)

AND:

South Okanagan Security Services Ltd.
104 – 1960 Barnes Street, Penticton BC V2A 4C3

Phone Number: (250) 492-0911.....FAX Number:
E-mail Address: info@sossecurity.ca
Contractor Representative: Ken Stockman
Business Number: BC0537151
WorkSafe BC and/or Personal Optional Protection Number: 586226 AQ

(the "Contractor", "you", or "your" as applicable)

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.

The Province and the Contractor agree as follows:

ARTICLE 1 DEFINITIONS

1.01 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) **"Record"** is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;
- (g) **"Services"** means the services described in Schedule A;
- (h) **"Subcontractor"** means a person described in Section 16.05;
- (i) **"Term"** means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and
- (j) **"Unit of Measure"** has the meaning described in Schedule B.

1.02 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

2.01 The attached schedules are applicable to and form part of this Agreement:

Schedule	Title
Schedule 'A'	Services
Schedule 'B'	Contract Payment
Schedule 'C'	Safety Conditions Schedule
Schedule 'D'	Insurance Requirements

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

ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including August 16, 2015 to and including October 31, 2015 inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 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.

ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you 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.
- 4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.

- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

ARTICLE 5 PAYMENT

- 5.01 If you comply with this Agreement, we must pay you at the rates and times described in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services; and
 - (c) any applicable taxes payable by us under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.
- 5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.
- 5.03 Without limiting Section 11.01 we may withhold from any payment due to you 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 you upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 5.04 Our obligation to pay money to you 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.
- 5.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.06 If you are not a resident in Canada, you acknowledge that we 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 your behalf.
- 5.07 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.
- 5.08 You 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 you as a result of this Agreement that the Province has paid or reimbursed to you or agreed to pay or reimburse to you under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to us.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:
- (a) except to the extent you have previously disclosed otherwise in writing to us:
 - (i) all information, statements, documents and reports furnished or submitted by you to us 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) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable you to fully perform the Services and to grant any licenses under this Agreement; and
 - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
 - (b) if the Contractor is not an individual:

- (i) you have 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, you, and
- (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you 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.

ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
 - (a) as required to perform your 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 a result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the Province being your customer or the Province having entered into this Agreement.

ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
 - (a) in Received Material that you receive from us, and
 - (b) in Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant 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 8.04 (a).

ARTICLE 9 RECORDS AND REPORTS

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you 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 us. 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.

ARTICLE 10 AUDIT

- 10.01 In addition to any other rights of inspection the Province may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

ARTICLE 11 INDEMNITY AND INSURANCE

- 11.01 You must indemnify and save harmless the Province and its 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 its 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 you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 11.02 You must comply with the insurance requirements in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 11.04 At your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 If you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 You may be considered the "Prime Contractor" for the Services, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein;
- 11.08 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.
- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 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 12.04.
- 12.04 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.

ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

13.01 An "Event of Default" means any of the following:

- (a) your failure to perform any of your obligations under this Agreement, or
- (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
- (c) an Insolvency Event, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
 - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
 - (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
 - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of your property, or
 - (vi) you cease, in our reasonable opinion, to carry on business as a going concern.

13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:

- (a) by written notice to you, 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 us at law or in equity; or
- (c) by written notice to you, 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 13.02(a).

13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.

13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us 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 you propose 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 you propose to take to prevent the occurrence of the anticipated Event of Default.

ARTICLE 14 TERMINATION

14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.

14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:

- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and
- (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.

14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

ARTICLE 15 DISPUTE RESOLUTION

15.01 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*.
- 15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.
- 15.03 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 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 16 GENERAL

- 16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the party'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; or
 - (c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
 - (d) by facsimile or electronic transmission to the specified facsimile number or Email address 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.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, 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.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 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.
- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, 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.
- 16.10 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.

- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
 - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.
- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as "Key Personnel", you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.
- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, 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 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.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you 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.
- 16.18 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.
- 16.19 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.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 17 INTERPRETATION

- 17.01 In this Agreement:
- (a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;
 - (b) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
 - (c) "includes" and "including" are not intended to be limiting;
 - (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (e) "attached" means attached to this Agreement when used in relation to a schedule;
 - (f) 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;
 - (g) 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;
 - (h) "person" includes an individual, partnership, corporation or legal entity of any nature; and
 - (i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

ARTICLE 18 EXECUTION AND DELIVERY

18.01 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 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Authorized Ministry Expense Authority)	(Contractor or Authorized Signatory)
Randy Burgess	Donald Hugh Moore
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this ____ day of _____, 20 ____	Dated this ____ day of _____, 20 ____



Ministry of
Forests, Lands and
Natural Resource Operations

Schedule A - Services

File: 1070-20/GS16WKA-082

Attachment to the Agreement with South Okanagan Security Services Ltd. for Security Services.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- (a) Security services for fire suppression related activities at restricted access points as requested by BCWS personnel.
- (b) Provide a security patrol vehicle.
- (c) Sufficient personnel to provide 24 hours and 7 days a week coverage when requested.
- (d) Each person must have personal safety equipment (i.e. high visibility vests), cell and radio communication equipment.
- (e) The contractor must ensure compliance with BC Security Business License.

2. KEY PERSONNEL The Services shall be performed by the following "Key Personnel":

- Personnel of South Okanagan Security Services Ltd.

and there shall be no substitution for the person(s) listed above without the prior consent of the Province.



Schedule B – Contract Payment

File: 1070-20/GS16WKA-082

Attachment to the Agreement with South Okanagan Security Services Ltd. for Security Services.

1. Fees

Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province) will be based on a rate of **\$18.00 per hour** (the "Unit of Measure") during the Term when you are providing the Services.

Mileage will be **\$.49 per kilometre** when outside the City of Penticton boundary.

1.01 In no event will **fees** payable to you in accordance with this Schedule exceed in total \$25,000.

2. Expenses

2.01 We will not pay any expenses to you for the completion of the Services.

3. Total Payable

3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total \$25,000.

4. Submission of Statement of Account

5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us on total satisfactory completion of services.

5.02 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;
- (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;

SCHEDULE B

CONTRACT PAYMENT

(e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);

(f) **Daily Time Reports** will be submitted with applicable invoices in addition to any other billing information reasonably requested by us.

5.03 Within thirty 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.

5.04 Invoices are to be submitted to:

BC Wildfire Service
Kamloops Fire Centre
4000 Airport Road
Kamloops BC V2B 7X2

Or email to BCWS CWSKAMLOOPS@gov.bc.ca



BC Company Summary

For SOUTH OKANAGAN SECURITY SERVICES LTD.

Date and Time of Search: August 16, 2015 02:37 PM Pacific Time

Currency Date: July 06, 2015

ACTIVE

Incorporation Number: BC0537151

Name of Company: SOUTH OKANAGAN SECURITY SERVICES LTD.

Recognition Date: Incorporated on February 21, 1997

In Liquidation: No

Last Annual Report Filed: February 21, 2015

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

104 - 2504 SKAHA LAKE ROAD
PENTICTON BC V2A 6G1
CANADA

Delivery Address:

104 - 2504 SKAHA LAKE ROAD
PENTICTON BC V2A 6G1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

104 - 2504 SKAHA LAKE ROAD
PENTICTON BC V2A 6G1
CANADA

Delivery Address:

104 - 2504 SKAHA LAKE ROAD
PENTICTON BC V2A 6G1
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

MOORE, DONALD HUGH

Mailing Address:

Delivery Address:

s.22

s.22

OFFICER INFORMATION AS AT February 21, 2015

Last Name, First Name, Middle Name:

Moore, Donald Hugh

Office(s) Held: (President)

Mailing Address:

s.22

Delivery Address:

s.22

Last Name, First Name, Middle Name:

Moore, Donald Hugh

Office(s) Held: (Secretary)

Mailing Address:

s.22

Delivery Address:

s.22



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) BC Wildfire Service - Kamloops Fire Centre		AGREEMENT IDENTIFICATION NO. 1070-20/GS16WKA-082	
PROVINCE'S CONTACT PERSON NAME & TITLE CWS Finance		PHONE NO.	
		FAX NO.	
MAILING ADDRESS 4000 Airport Road Kamloops BC		POSTAL CODE V2B 7X2	
CONTRACTOR NAME South Okanagan Security Services Ltd.			
CONTRACTOR ADDRESS 104 - 1960 Barnes Street, Penticton BC		POSTAL CODE V2A 4C3	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

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:

AGENCY OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED



PAGE

1	CONTROL ENTITY AND BATCH NO
---	--------------------------------

2 DOCUMENT
CONTROL NO.

1 OF 1

160019TH16233

3 ISSUING CLIENT Okanagan Shuswap District Transportation		4 CONTACT NAME/PHONE NO Name TAMMY KUFFNER Phone 250-712-3270		5 CLASS CODE 11	6 DESCRIPTION OF JOURNAL ENTRY - MAXIMUM 60 CHARACTERS PRINTOUTS USE FIRST 30 CHARACTERS ONLY 160019TH16233 KAMLOOPS WFB TASK # K50615			7 FISCAL YEAR 16	8 DATE OF ISSUE Y M D 2015 11 26	
9 NAME OF ACCOUNT / REASON FOR TRANSACTION Include names if for travel advance Attach supporting documents		10 SUPPLIER CODE/NAME REGULAR ALPHA (TRAVEL ONLY)		11 CLIENT CODE	12 RESP CENTRE/ EXP ORG	13 ACCOUNT NUMBER/TASK	14 STD OBJECT/ EXP TYPE	15 PROJECT	16 DEBIT (CREDIT) AMOUNT	
CPS.23465-SA08.CONSTRUC.DISTRICT.TRAF CTR				034	55233	62169	6906	23465	(3,228.18)	
128.71483.42000.6936.71DK615				128	71483	42000	6936	71DK615	3,228.18	
ISSUING CLIENT AUTHORITY (SPENDING OR REVENUE) 18 SIGNATURE		19 PRINT NAME A. Keefe			20 DATE SIGNED Y M D 15/11/14			17 ENTER TOTAL DEBIT AMOUNT (Must Equal Total Credit Amount) 3,228.18		
PROCESSING AUTHORITY (ISSUING CLIENT) 21 SIGNATURE		22 PRINT NAME MURRAY HENRY			23 DATE SIGNED Y M D 15/12/13			17 ENTER TOTAL CREDIT AMOUNT (Must Equal Total Debit Amount) -3,228.18		
RECEIVING CLIENT AUTHORITY (SPENDING OR REVENUE) 24 SIGNATURE		25 PRINT NAME			26 CONTACT NAME / PHONE NO			27 DATE SIGNED Y M D		



JOURNAL VOUCHER

Amendments not initiated by the signing authorities will be rejected. See Financial Administration Policy and Procedures Manual for additional instruction.
Please print clearly or type using 10 pica pitch.

PAGE

1 OF 1

1 CONTROL ENTITY AND
BATCH NO

2 DOCUMENT
CONTROL NO.

160024TH16233

3 ISSUING CLIENT Okanagan Shuswap District Transportation		4 CONTACT NAME/PHONE NO. Name TAMMY KUFFNER Phone 250-712-3270		5 CLASS CODE 11	6 DESCRIPTION OF JOURNAL ENTRY - MAXIMUM 60 CHARACTERS PRINTOUTS USE FIRST 30 CHARACTERS ONLY 160024TH16233 KAMLOOPS WFB TASK # K50615 (additional charges)			7 FISCAL YEAR 16	8 DATE OF ISSUE Y M D 2016 01 06	
9 NAME OF ACCOUNT / REASON FOR TRANSACTION Include names if for travel advance Attach supporting documents		10 SUPPLIER CODE/NAME REGULAR		ALPHA (TRAVEL ONLY)	11 CLIENT CODE	12 RESP CENTRE/ EXP. ORG	13 ACCOUNT NUMBER/TASK	14 STD. OBJECT/ EXP TYPE	15 PROJECT	16 DEBIT (CREDIT) AMOUNT
CPS.23465-SA08.CONSTRUC.DISTRICT.TRAF CTR					034	55233	62169	6906	23465	(1,804.00)
128.71483.42000.6936.71DK615					128	71483	42000	6936	71DK615	1,804.00
*some charges were missed on original invoice										
this JV is in addition to JV 160019TH16233*										
ISSUING CLIENT AUTHORITY (SPENDING OR REVENUE)		18 SIGNATURE <i>G. Keefe</i>			19 PRINT NAME G. Keefe			20 DATE SIGNED Y M D 16 01 14		17 ENTER TOTAL DEBIT AMOUNT (Must Equal Total Credit Amount) 1,804.00
PROCESSING AUTHORITY (ISSUING CLIENT)		21 SIGNATURE <i>Harry Smith</i>			22 PRINT NAME Harry Smith			23 DATE SIGNED Y M D 16 01 14		17 ENTER TOTAL CREDIT AMOUNT (Must Equal Total Debit Amount) -1,804.00
RECEIVING CLIENT AUTHORITY (SPENDING OR REVENUE)		24 SIGNATURE <i>H</i>			25 PRINT NAME			26 CONTACT NAME / PHONE NO.		