

From: s.15,s.19  
To:  
Cc:  
Subject: RE: Signature General Consulting & Services Contract #AO17NLE029 for Kootenay Rgion Caribou Recovery  
Date: Monday, November 21, 2016 4:15:46 PM  
Attachments: [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)

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Hi,  
Thank you for the CGSC.  
Schedule B Contract Payment: s.15,s.1 bid rates includes page 7; the Gunner or Animal Handler rate is \$30.00 per hour; Option 1 and 2.  
Please insert those in Schedule B.  
Thank you.  
s.15,s.19

Sent: November 21, 2016 4:02 PM

To: s.15,s.19

Subject: Signature General Consulting & Services Contract #AO17NLE029 for Kootenay Rgion Caribou Recovery  
Greetings

Attached please find a PDF version of the **Consulting and General Services Agreement and Schedules (A,B and Travel Expense attachment to Schedule B) Contract #AO17NLE029 for Kootenay Region Caribou Recovery** for your review and signature.

Please sign the signature page (Page 9) of the Consulting and General Services Contract attached and return to me by scan/email or fax for further processing (all info provided in my signature block).

Once signed by the Ministry Representative, a signed copy will be e-mailed to you  
If you require any amendments, please contact me.

Thank you

s.15,s.19



From: s.15,s.19  
To:  
Cc:  
Subject: 1070-20/AO17NLE0269 for signing  
Date: Monday, November 28, 2016 1:53:48 PM  
Attachments: [image001.jpg](#)  
[BCMFLNRO CGSC 107020AO17NLE029 signed Nov 28 2016.pdf](#)  
Importance: High  
Sensitivity: Confidential

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Hi,

My apologies, I had missed the \$30 per hour on the revision; the contract is signed on behalf of s.15,s.19

Please return fully signed signature page.

Thank you for the work opportunity!

s.15,s.19



Ministry of  
Forests, Lands and  
Natural Resource Operations

RECEIVED

NOV 28 2015

## Consulting and General Services Contract

CONTRACT/FILE #: 1070-20/AO17NLE029

Resp: 71928/71925/719606 Stob: 7018

Service Line: 40126/30398/30660/40114

Project: 7196022/7192332/716027/7160065

THIS AGREEMENT DATED FOR REFERENCE THE  
16<sup>th</sup> DAY OF NOVEMBER, 2015

PROJECT DESCRIPTION: KOOTENAY REGION CARIBOU RECOVERY

**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**

Resource Management  
401 333 Victoria Street  
Nelson BC V1L 4K3

Phone Number: 250 354-6341/FAX Number: 250 354-6332  
s.15,s.19

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

**AND:**

s.15,s.19

(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
Attachment to Schedule B	Travel Expense Schedule

- 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 **October 15, 2016** to and including **March 31, 2017** 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**

13.02 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.

13.03 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).

13.04 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.

13.05 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:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor s.15,s.19
(Authorized Ministry Expense Authority)	
<b>Holger Bohm</b>	
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this ____ day of _____, 2016	Dated this <u>28</u> day of <u>NOV.</u> , 2016



Ministry of  
Forests, Lands and  
Natural Resource Operations

## Schedule A - Services

File: 1071-20/AO17NLE029

Attachment to the Agreement with s.15,s.19

for Kootenay Region Caribou Recovery

### 1. THE SERVICES

- 1.01 The Contractor shall provide the following Services **only upon direction to proceed** from Ministry staff (no action will be taken prior to receiving direction). The Contractor will maintain close communication (e.g., hourly updates when feasible) with Ministry staff during implementation of this contract.

#### Helicopter

- The company will supply one Hughes 500 helicopter. Aircraft registrations are C-FYIP and C-GJHU.
- Flight Crew **must** be listed in BCFS Directory of Commercial Pilots; and approved by the Province to provide the Services under this Agreement.
- The aircraft will be equipped with all safety and survival equipment and supplies as required by federal and provincial laws and regulations.
- The aircraft will be equipped with a radio receiver and external antenna.

#### The Air Carrier will:

- (a) Observe, perform and comply with all of its obligations under this Agreement;
- (b) secure and maintain in good standing all necessary approvals and certificates for the Aircraft and Services described in this Agreement;
- (c) equip, operate and maintain the Aircraft in accordance with all requirements of Canadian and British Columbia laws and regulations;
- (d) perform the Services and its obligations under this Agreement in a safe and professional manner to the reasonable satisfaction of the Ministry;
- (e) during the Term, make the Aircraft and Specialty Equipment and support systems available to provide the Services for a time period specified by the Ministry up to a maximum of a 14 hour duty day or as legislated, and in accordance with the daily standby alert established by the Ministry;
- (f) during the Term, re-position the Aircraft at the times and locations specified by the Ministry;
- (g) allow no pilot to fly the Aircraft to provide the Services pursuant to this Agreement, without prior approval of the Ministry; and
- (h) ensure that all aircraft maintenance is performed by a fully qualified and licensed Aircraft Maintenance Engineer ("AME"). The Aircraft pilot will not be the designated AME unless otherwise approved by the Ministry.

## SCHEDULE A

### SERVICES (Continued)

#### **Euthanasia:**

- Lethally remove wolves from packs as specified by Ministry staff. Collared wolves will be removed at a later date than non-collared wolves unless directed otherwise by Ministry staff.
  - Removal must be as humane as possible, minimizing panic and distress, with rapid loss of consciousness, at an isolated location. For safety all precautions must be taken to ensure there are no snowmobilers, skiers, forestry workers, etc. in the area.
  - The preferred method is by gunshot to either the brain or heart/lungs area.
  - Each animal must be observed to ensure it is dead and not suffering.
  - All carcasses will be removed and supplied to Ministry staff unless carcass retrieval is not possible for safety reasons or if directed otherwise by Ministry staff.

#### **Radio Collaring:**

- Net gun capture and collaring of wolves and / or caribou and / or moose
- Capture method used will be net gun:
  - Net gun capture will only be performed by trained personnel.
  - The helicopter must have radio communication capabilities and automatic flight following.
  - Net gun capture will take place on snow. Tracks in the snow usually aids in finding the animals, inhibits movement facilitating easier capture and cushions the animal during the initial struggle in the net.
  - The netgunner and mugger if present exits the helicopter as soon as safely possible after the net is fired and restrains the animal. The pilot lands the helicopter if safe to do so, shuts down, and then assists the netgunner / mugger.
  - The animal is then further immobilized and pacified by hobbling the legs together and applying a blindfold. The net is then removed.
  - The animal is examined for injuries and abnormalities.
  - Hair and if required blood samples are taken in addition to weights and measurements while vital rates are being monitored. All data is recorded.
  - The collar is attached ensuring it is tight enough as to not flop around but loose enough for comfort. The collar must not weigh more than 5% of the animal's total body weight. Young growing animals may not be suitable candidates for a collar. The collar is checked to ensure the magnet has been removed.
  - Ear tags may be attached as well. They should be small enough to allow for normal behavior and to minimize catching on vegetation.
  - The goal is to release the animal within five minutes of capture; maximum restraint time is 15 minutes.
  - If at any stage during the process the animal is showing signs of stress beyond what is considered normal for this procedure, it is released.
  - When ready for release the blindfold and hobbles are removed. The crew is positioned to the rear and the animal has an adequate escape route to the front.
- The following data will be documented for each animal captured: Collar ID, ear tag # and colour, GPS frequency, sex and age, samples taken (must include individual collar ID), health of animal, measurements, GPS location of capture, group size, etc. This data must be supplied to Ministry biologists upon completion of Services.
- There may be uncollared wolf packs in the area. The decision to euthanize or collar packs will be made by Ministry staff depending on the circumstances at the time.

## SCHEDULE A

### SERVICES (Continued)

#### **Surveys**

Two separate wolf surveys are planned, one in the Nelson – Creston area and one in the Nakusp - Duncan area. Each survey is expected to take one full day. The separate surveys will very likely not take place on sequential days. A capture helicopter (Hughes 500) will be used for the survey to allow for opportunistic collaring of wolves while on survey. In addition to the pilot and net gunner, the Ministry will supply one observer for the survey. It is not necessary that the observer remain in the helicopter during the net gunning operation if the opportunity to collar wolves presents itself.

#### **2. KEY PERSONNEL**

The Services shall be performed by the following "Key Personnel":

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

#### **3. PRIMARY / SECONDARY CONTRACTORS**

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## Schedule B – Contract Payment

File: 1070-20/AO17NLE029

Attachment to the Agreement with s.15,s.19

for Kootenay Region Caribou Recovery

### 1. Fees

1.01 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:

- \$1,116.00 per hour (the "Unit of Measure") plus Jet A fuel at \$1.55 per litre from base, \$2.00 per litre drummed or portable fuel tank, or receipt value if vendor supplied. Consumption rate is 120L/hour
- \$525.00 per day (Unit of measure) for net gunner and/or shooter (0.5 day and full day billing only) for wolf work
- \$1,300.00 per moose captured and collared
  - 1<sup>st</sup> netgunner/animal handler included in per animal rate
  - 2<sup>nd</sup> netgunner/animal handler \$30.00 hr
  - 30 minutes of flying time included in per animal rate
- \$1,100.00 per caribou captured and collared
  - netgunner included in per animal rate
  - 30 minutes of flying time included in per animal rate
- Positioning
  - Option 1: Moose, wolf, and caribou captures occurs in one session of consecutive days. Aircraft point of hire is Cranbrook, BC. One way positioning of aircraft and Jet A shall be of no fee to BC MFLNRO
  - Option 2: Moose, wolf, and caribou captures occurs in two or more sessions. Aircraft point of hire is Cranbrook, BC. Tariff and Jet A are in effect for all flying hours for positioning and depositioning the aircraft to each project location.
- Ministry staff will be notified when flying time for individual moose or caribou captures reached 30 minutes and given the option to proceed at the hourly tariff rate.
- Wolf work billed at tariff rate from 0 minutes

during the Term when you are providing the Services.

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## **SCHEDULE B**

### **CONTRACT PAYMENT**

- 1.02 Where the Unit of Measure is a day, **8 hours** is the equivalent of one day. If you provide the Services for less than the number of stated hours in a day, your fees for that Unit of Measure will be reduced proportionally.

## **2. EXPENSES**

- 2.01 We will pay you the following expenses exclusive of goods and services tax ("GST") or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities and provided they are:
- (a) supported, where applicable, by proper receipts or copies of receipts;
  - (b) in our opinion, necessarily incurred by you in providing the Services; and
  - (c) payable in accordance with our policies and attached "Travel Expenses Payable to Service Contractors", forming an integral part of this Agreement:
    - (i) travel, accommodation if required to stay overnight away from Cranbrook, BC, and meal expenses for travel **greater than 32 km from Cranbrook, BC**.
    - (ii) actual long distance telephone, facsimile, courier, postage and other identifiable communication expenses;

## **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 **\$89,000.00**.

**Work is subject to snow and weather conditions, and to budget pressures, there is no guarantee of flying hours.**

## **4. Holdback from Payment**

- 4.01 As per the Agreement, the Province does not intend to retain a holdback from contract payments but the Province does retain the right to withhold from any payments due to you under this Agreement an amount sufficient to indemnify us against any third party claims.

## **5. 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 the 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) 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 for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:

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## **6. Appropriation**

Despite any other provision of this Agreement, the obligation for payment of money by the Province to the Contractor, pursuant to this Agreement, is subject to:

- (a) the Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable the Province, in any fiscal year or part thereof, to make payment pursuant to this Agreement when it is due; and,
- (b) Treasury Board not having controlled or limited expenditure of any funds referred to in subparagraph (a)



## Natural Resource Sector

# Travel Expenses Payable to Service Contractors - Attachment to Schedule B

File: 1070-20/AO17NLE029

Attachment to the Agreement with s.15,s.19

Inc. for Kootenay Region Caribou Recovery

**General:** "Travel Status" means travel necessarily incurred by you in the performance of the Services in British Columbia and that is pre-approved by the ministry. Travel Status begins and ends at the locations and distance designated in the Contract Payment Schedule.

Travel not meeting the description of 'Travel Status', must be approved by the ministry and written into the contract before the additional travel expense will be reimbursed.

The most economic travel arrangements should be used consistent with the time available to conduct the business.

Travel expenses must not be billed directly to the province by the contractor.

Notwithstanding your status as an independent contractor, expenses incurred on out-of-province travel will only be reimbursed when specific provision is made in the contract and prior approval for the travel has been obtained from the ministry.

Contractors will be provided with a Letter of Authorization for Cost Recoverable Contractors for vehicle rental and/or hotel accommodations.

**Meals:** Meals received at public expense or without charge may not be claimed. On the date of departure, travel status must start before 7:00 a.m. to claim breakfast; before 12:00 noon to claim lunch; and, on the date of return, travel status must end after 6:00 p.m. to claim dinner. Meal and per diem allowances effective April 1, 2016 are as follows:

Breakfast Only	Lunch Only	Dinner Only	Maximum Full Day	B & L Only	L & D Only	B & D Only
\$12.00	\$13.80	\$23.25	\$49.05	\$25.80	\$37.05	\$35.25

**Private Vehicle Use:** \$0.53 per kilometre [applicable only when driving beyond 32 kilometres from the Base Location(s) indicated in Schedule B].

**Rented Vehicle Use\*:** Cost of rented vehicles may be claimed, if required in order to perform the Services and if approved by the Province.

Upon request and in advance of any rental, the Province will provide an authorization letter for access to the government's Corporate Supply Arrangement (CSA). These CSAs entitle government authorized contractors to preferred vehicle rental rates.

- Approved car rental agencies and the maximum rates for each community are listed at Vendors by location.

Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC.

Personal Accident Liability (PAL) will not be reimbursed. Collision Damage Waivers (CDW) will be reimbursed only when renting from a company not on the approved list for a specific community or when renting outside BC.

**Accommodation\***: Acquisition of hotel accommodation will be made using the guide located at <http://csa.pss.gov.bc.ca/businesstravel/>. The initial sort in the guide is by city, then alphabetically by hotel name. Click on the hotel name to link to the pricing details for that hotel.

In making a hotel selection for your travel, you must select the most cost effective hotel that meets your business requirements considering the basic room cost and any supplementary costs for internet access, parking or other costs.

You must ensure the price you are charged is at or below the rates quoted in the hotel guide for the room and any supplementary charges (there may be specials or promotional prices that are below the rates quoted in the guide). The 'number in party' identified on the receipt must show only one person.

Only in exceptional or emergency circumstances should a hotel be used that is not in the guide – ie. all the hotels in the guide are full. Before using another hotel, you must obtain the pre-approval of the Ministry Representative.

Where private accommodation is used, a maximum of \$30.75 per day is payable - no receipts required.

**Parking\***: When a vehicle is utilized by a contractor while engaged in the fulfillment of his/her obligations under the Agreement, receipted parking charges will be reimbursed at cost.

**Ferry Travel\***: Full cost of passenger and/or vehicle ferry travel will be reimbursed. Receipts or legible copies are required. Costs of using private boats are not reimbursable.

**Air Travel\***: Cost of economy class fare is payable when the passenger copy of the air ticket (or a legible copy) is submitted - a requirement even when fare is paid through a travel agency.

**Highway Tolls\***: Full cost of highway tolls can be claimed.

**Bus/Taxi Costs\*\***: Travel by bus or taxi costs when traveling point-to-point will be reimbursed. Receipts are not required, unless daily charges are in excess of \$20.00.

**Business Long Distance Telephone, Postage, Facsimile, Courier** and other legitimate communication expenses incurred as part of the Agreement are reimbursable when detailed by invoice or statement. Expenses where receipts have been issued, (e.g. courier expenses, telephone) receipts or legible copies must be submitted as substantiation.

**Miscellaneous Travel Expenses**: Laundry, gratuities, portage and personal phones calls cannot be claimed.

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\* Expense receipts or legible copies must be submitted.

\*\*Receipts or legible copies must be submitted if expense in excess of \$20.00 per day.

From: s.15,s.19  
To:  
Cc:  
Subject: caribou recovery program insurance certificate  
Date: Tuesday, November 29, 2016 2:36:00 PM  
Attachments: image001.jpg  
s.15,s.19 [Insurance Certificate BCMLFNRO Nelson Dec 2016 to Dec 2017.pdf](#)  
Sensitivity: Confidential

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Good day,

This is a copy of the insurance certificate of work to be accomplished on 1070-20/AO17NLE029.

Thank you.

s.15,s.19



**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:**

Additional Insured: "Her Majesty" the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands, Natural Resource Operations and any of its employees, servants or agents are added as Additional Insureds for their respective rights and interests under the contract and will receive protection from the policy in the same manner as if there were a separate policy covering each Insured (subject always to the policy limit of liability).

The Insurance provided hereunder shall be primary and without right of contribution from any other insurance which may be available to the Contract Party

Thirty (30) days' notice of any material change or cancellation of any of the policies listed herein, either in part or in whole will be given by the Insurers to the holder of this certificate.

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From: s.15,s.19  
To:  
Cc:  
Subject: RE: CGSC Schedule D insurance.doc  
Date: Tuesday, November 29, 2016 2:17:39 PM  
Attachments: [image003.jpg](#)  
[image004.png](#)  
[image005.png](#)

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Thank you for a copy of the most recent Schedule D.  
A certificate of insurance shall be sent shortly.

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**Subject:** CGSC Schedule D insurance.doc  
s.15,s.19

I didn't provide the Schedule D as what you provide to the Wildfire Management Branch is in place to cover you as an approved carrier. I attached it anyway and if you feel we need more assurance that you are covered to do the project, please let me know and I will add the schedule and provide a Certificate of Insurance to be completed by your agent.

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