



Ministry of
Forests, Lands,
Natural Resource Operations
& Rural Development

Consulting and General Services Contract

CONTRACT./FILE NO:
1070-20/GS18EDP0064

THIS AGREEMENT DATED FOR REFERENCE THE
9th DAY OF JANUARY, 2018.

PROJECT DESCRIPTION: HOSE REFURBISHING SERVICES

BETWEEN:

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

BC Wildfire Services - Provincial Equipment Depot
3980-22nd Avenue, Prince George, BC V2N 3A1

Phone Number: (250) 614-1680 FAX Number: (250) 565-6673
Ministry Representative: Robert Keddie, Superintendent Provincial Equipment Depot(s)
E-mail Address: Robert.Keddie@gov.bc.ca

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

AND:

Huberdeau Forest Consulting
Box 765 Lac La Biche, Alberta T0A 2C0

Phone Number: (780) 404-3574 FAX Number: N/A
E-mail Address: overbored_diver@hotmail.com
Contractor Representative: Sean Gust
Business Number: 89288 0428 RC0001
WorkSafe BC and/or Personal Optional Protection Number: 4686646

(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 'D'	Insurance Requirements
Appendix '1'	Fire Hose Repair Specifications and Maintenance Guidelines

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 January 9, 2018 to and including March 30, 2018 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

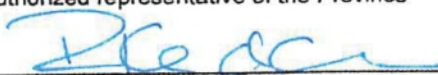
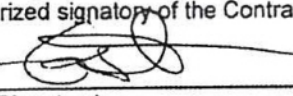
17.01 In this Agreement:

- (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)
Robert Keddie	Sean Gust
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this <u>11</u> day of <u>January</u> , 20 <u>18</u>	Dated this <u>10</u> day of <u>January</u> , 20 <u>18</u>



Schedule A - Services

File: 1070-20/GS18EDP0064

Attachment to the Agreement with **Huberdeau Forest Consulting** for Hose Refurbishing Services.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

Contractor will provide hose refurbishing services requested by the Province at their facility in accordance with the Appendix One (1) – Province of British Columbia, Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Fire Hose Repair Specifications and Maintenance Guidelines, attached and forming an integral part of the Agreement. The Services will include, but will not be limited to, the following:

- (a) Cleaning, pressure testing, drying and rolling of BCWS hose (BCWS Roll Fold Style);
- (b) Shipping and receiving of incoming and outgoing BCWS hose;
- (c) Must provide transportation for pick-up and delivery of hose and associated supplies between Huberdeau Forest Consulting facility, Lac La Biche and the Provincial Equipment Depot-Prince George facility, in accordance with the Provincial Equipment Depot operating hours, Monday to Friday 0800-1600 excluding Statutory Holidays;
- (d) Handling and secure storage of incoming and outgoing BCWS hose and BCWS provided equipment and supplies;
- (e) Packaging and handling of BCWS hose for transport;
- (f) Provide recommendation for culling of hose no longer deemed 'serviceable';
- (g) Provide inventory of equipment, supplies and hose as, when requested by Ministry Representative;
- (h) Contractor must process 2,000 lengths of 100 foot hose, every seven (7) calendar days, excluding shipping/transport days;
- (i) The Province, shall conduct quality control audits on returned hose to verify refurbishment standards are in accordance with this agreement;
- (j) Hose not meeting standards will be returned to Contractor for rectification at no cost to the Ministry;
- (k) Contractor shall repair and/or replace any damage to equipment loaned by the Ministry at no cost to the Ministry as described in Art 1.03.

1.02 Outcomes:

SCHEDULE A

SERVICES (Continued)

(a) Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- 1) Complete refurbishment and delivery of 15,000 lengths of (BCWS) 1 ½ inch hose to Prince George Fire Equipment Depot by March 30, 2018;
- 2) Return of all loaned equipment and non used supplies provided by the Province must be returned upon contract completion.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved

1.03 The province shall provide the following equipment on loan and supplies at no cost to the contractor:

- (a) 3 each, Fire Hose Winders, Electric (110V) Rolofold model;
- (b) Hose tying rope/twine, pallets, shrink wrap, Gaylor bins or appropriate hose packaging cartons as required for packaging of processed hose.

2. KEY PERSONNEL

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

- (a) Sean Gust, Phone: (780) 404-3574; email: overbored_diver@hotmail.com
- (b) Leif Gust, Phone: ^{s.22}

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

3. OPTION TO RENEW

3.01 Not Applicable



Schedule B – Contract Payment

File: 1070-20/GS18EDP0064

Attachment to the Agreement with **Huberdeau Forest Consulting** for Hose Refurbishing Services.

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 as per schedule below:

Service	Unit of Measure	Rate \$ (per unit of Measure)
Hose Inspection, cleaning, pressure testing, drying, rolling, and packaging.	Per 1 ½ X 100' length	\$28.95
Hose cleaning, drying, flat rolling (only) for cull / repair / splicing	Per 1 ½ X 100' length	\$28.95

- 1.02 In no event will fees payable to you in accordance with this Schedule exceed in total \$500,000.00.

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 \$500,000.00.

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:

SCHEDULE B

CONTRACT PAYMENT

- (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 units of hose processed, 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;
- (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 and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.

5.04 Invoices are to be submitted to:

(a) Electronic submission:

Via email: WMB.CWSPEC@gov.bc.ca – Subject line must reference the contract number and Invoice number.

If you are providing your invoice and supporting documentation as an attachment to your email and this attachment is a scanned document, the scan must be set at 300dpi.

Do not follow-up with a hardcopy submission.

(b) Original hardcopy submission:

Prince George Location

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

BC Wildfire Service – Provincial Equipment Depot

3980-22nd Avenue, Prince George BC, V2M 3A1



Schedule D – Insurance

File: 1070-20/GS18EDP0064

Attachment to the Agreement with Hurberdeau Forest Consulting for Hose Refurbishing 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 12 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 12.
11. Unless stated otherwise under any subsection of Paragraph 12, where the Province is to be added as an Additional Insured or otherwise to be identified on the policy, it shall be written as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of

Forests, Lands, Natural Resource Operations and Rural Development and any of its employees, servants or agents".

12. 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*)
- ☒ 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 clean-up 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
- ☒ Not applicable

b) Property Insurance Where property owned by the Province is in the care, custody, use, and control of the Contractor including, if applicable, property in transit, Property Insurance in an amount not less than the full replacement cost for any such property.

Such insurance shall include:

- i) the Province as a named insured as its interest may appear; and
- ii) include a waiver of subrogation in favour of the Province.

c) All-risk Property Insurance

All-risk Property insurance against physical loss or damage, including the perils of earthquake and flood, covering business contents, including electronic data processing equipment and media to full replacement cost value, extra expense coverage for expenses necessarily incurred by the Contractor to continue normal operations which are interrupted as a result of an insured property loss.

Such insurance shall include a waiver of subrogation in favour of the Province.



1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS

2. INSURED'S FULL NAME AND MAILING ADDRESS

To Whom It May Concern

Huberdeau Forest Consulting
o/b 788758 Alberta Ltd.
P.O. Box 765
Lac La Biche, AB T0A 2C0

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Washing/Cleaning Fire hoses used in Forest Fire Fighting

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made OR <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Products and/or completed operations <input type="checkbox"/> Employer's Liability <input checked="" type="checkbox"/> Cross Liability <input type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Tenants Legal Liability <input type="checkbox"/> Pollution Liability Extension <input type="checkbox"/> <input type="checkbox"/>	AVIVA Insurance s.21	2017/ 4 / 9	2018/ 4 / 9	Commercial General Liability Bodily Injury and Property Damage Liability - - General Aggregate - Each Occurrence Products and Completed Operations Aggregate <input type="checkbox"/> Personal Injury Liability <input checked="" type="checkbox"/> Personal and Advertising Injury Liability Medical Payments Tenants Legal Liability Pollution Liability Extension 		2,000,000 2,000,000 2,000,000 2,000,000 10,000 500,000
<input type="checkbox"/> Non-Owned Automobiles <input type="checkbox"/> Hired Automobiles				Non-Owned Automobile Hired Automobiles		
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Described Automobiles <input checked="" type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Leased Automobiles ** ** All Automobiles leased in excess of 30 days where the insured is required to provide Insurance	AVIVA Insurance s.21	2017 / 7 / 23	2018/ 7 / 23	Bodily Injury and Property Damage Combined Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage		2,000,000
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/>				Each Occurrence Aggregate 		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.


6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS

7. ADDITIONAL INSURED NAME AND MAILING ADDRESS
(Commercial general Liability - but only with respect to the operations of the Named Insured)

Sylvan Agencies Ltd.
170 Pelican Place
Sylvan Lake, AB T4S1K2

BROKER CLIENT ID: s.21

8. CERTIFICATE AUTHORIZATION

Issuer	Sylvan Agencies Ltd.					Contact Number(s)				
Authorized Representative	Karen Brausen					Type	No	Type	No	
Signature of Authorized Representative	 2018 1 8					Date	2018 1 8		E-Mail Address	
									kbrausen@sylvanagencies.com	

APPENDIX ONE

GS18EDP0064

Province of British Columbia

**Ministry of Forests, Lands,
Natural Resource
Operations and Rural Development**

BCWS – Provincial Equipment Depot(s)

Fire Hose Repair Specifications And Maintenance Guidelines

Amended for Service Agreement January 2018

1. Shipping and Receiving of Incoming/Outgoing Hose

All hose that is received by the contractor will be verified for numbers and documented on the standard BCWS documentation. This form will clearly document the following:

- Name and location of the shipper (where the hose is coming from),
- Date of receipt of the shipment by the contractor,
- Name and location of who the person is that is delivering the hose to the contractor,
- Amount of hose. Hose count will be by hose diameter (1½")

All hose being shipped to the Prince George Equipment Depot will accompany a shipping document. This form will clearly document the following:

- Name and location of the shipper (contractors name and location),
- Name and location of receiving location,
- Amount of hose, by Hose Identification (See Hose Packaging),
- Date of shipment

2. Handling and Storage of Incoming Hose

All incoming used hose will be processed as quickly as possible to ensure serviceable hose is continuously being cycled back to equipment depots. This will also ensure that mildew and rot do not have an opportunity to adversely affect the hose.

3. Hose Cleaning

Soaking

All hose should be pre-soaked prior to power washing. Hose will be soaked for a minimum of 20 minutes in pre-soak solution.

Washing

Following the pre-soaking process, it is important to wash the fire hose to remove dirt and other material from the hose jacket. If hose is not properly washed, the invisible film of dirt could remain on the jacket leading to the growth of mildew. If hose is heavily soiled, a second pass through the washer/scrubber may be required.

Hose Rolling

Hose will be rolled and tied in accordance with BCWS rolfold method. Each hose will be secured with 2 pieces of jute twine on opposing sides.

Sample picture of BCWS hose will be included in this package.

The Ministry will provide 3 X Rolofold Electric Hose rollers and will be shipped with first load of hose from PG to Lac La Biche.

4. Hose Testing

All hose types will be tested at a pressure of 300 psi for 3 minutes. In most cases, defects are to be repaired. Once repaired, the hose shall be tested again at 300 psi for 3 minutes to ensure the repair is complete.

Testing Procedure

- a) Lay the hose out lengthwise and connect one end to the water source.
- b) Connect the other end to a ball valve or fire hose nozzle with shut-off capability.
- c) Close the ball valve or shut-off the fire hose nozzle and charge the fire hose for 3 minutes at 300 psi.
- d) Inspect the hose for holes, coupling damage/installation and acceptable length.

5. Hose Drying

Several methods can be employed to dry hose. Hose should never be laid out to dry directly on hot pavement, concrete or plastic. Hot pavement, concrete, plastic or intense sunlight without air movement causes an effect known as "tendering". This can result in natural resins, etc being removed from the hose fibre resulting in the hose becoming brittle and significantly reducing its life expectancy. The maximum hose drying temperature is 46°C (115°F).

Tower

Tower drying is a proven successful method whenever there is adequate air flow and low Relative Humidity. Hose must be looped over blocks or rails in such a way to avoid causing sharp bends in the hose. Hose must never be suspended by the couplings.

To determine when hose is dry on the tower, inspect the coupling ends of the hose for moisture (there will be a slight discolouration here if moisture remains). This is the last portion of the hose to dry.

6. Hose Repair

Not applicable. No hose repairs will be completed under this agreement.

7. Culling

Culling of hose shall only be done by a qualified person.

Hose is **not** culled based on a specific number of pinholes. Loss of adequate water pressure, 2070 kPa (300 PSI.) shall be the criteria for culling a hose length with reference to pinholes.

Pinhole – A pinhole (no broken yarn) is a minute hole in a hose with a spray height of not over 60 cm. (2 feet).

When a culled hose contains a 20 foot or longer section of serviceable use, that section must be collected for use in the hose splicing process.

All hose determined culled shall be wash cleaned, dried, flat rolled and sent back to PG Equipment Depot in a separate container and labelled "***Culled Hose***"

11. Hose Storage

Once hose has been rolled, it must be boxed and stored in a dry location away from conditions where high humidity levels exist. The recommended temperature and Relative Humidity should be between 18°C and 21°C (65°F and 70°F) and 65% respectively. If these precautions are not taken, mildew may occur.

Conditions which promote mildewing include:

- a) Moisture,
- b) Warmth,
- c) A source of food such as organic matter from dirt and debris,
- d) Oxygen,
- e) Darkness

12. Hose Packaging:

All serviceable hose shall be boxed in provided cardboard corrugated Gaylor bins on BCWS pallets and shrink wrapped on top to support bin and secure hose that protrudes from top of bin. Each container will contain 90 lengths of BCWS 1 ½ X 100 hose and all will be clearly labelled with the following:

- Hose Identification (see following) 1 ½ X 100 Hose
- Number of lengths
- Date packaged

A sample picture will be included in this package

Province will supply required cardboard bins, liners, BCWS pallets, and twine for packaging of hose in accordance with this document.











