

STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000764

THIS STANDING OFFER is made on the 17th day of June, 2011

Firestorm Enterprises Ltd
22071-128 Avenue
Maple Ridge B.C.
V4R 2R1

Contact Person: Bob Swart Phone Number: 1-888-456-3473 or 604-476-9170 After Hours Phone Number: 604-812-3473 s.22 Fax Number: 604-909-1940 or 604-476-9174 Email Address: fire.storm@shaw.ca	Or Contact Person: Natalie Smolinski Phone Number: 1-888-456-3473 or 604-476-9170 After Hours Phone Number: 604-786-4692 Fax Number: 604-909-1940 or 604-476-9174 Email Address: nsmolinski.firestorm@shaw.ca
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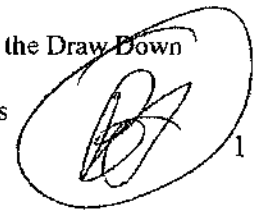
The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR-GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Business Location" means the point where the Supplier has an established independent operation that includes a local business address, local city phone number, identified fire crew and fire equipment and supplies to support the identified fire crews;
 - b) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Structure Protection Crew Services described in the Draw-Down at the prices set out in Schedule "B";
 - c) "Contractor" means the Supplier who receives a Draw-Down for the provisions of any portion of services from the Standing Offer;
 - d) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - e) "Expanded Attack" means a period of prolonged suppression activity requiring a larger than normal organization, higher than normal resource commitment and significant additional expenditures. Expanded attack can occur on large fires when initial attack fails;
 - f) "Fire Ready" means that the Contractor has the equipment and personnel to meet the Draw Down requirements;
 - g) "FLNRO" means the Ministry of Forests, Lands and Natural Resource Operations

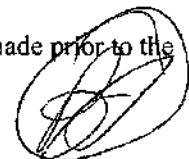


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- h) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- i) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC) ;
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens, or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- n) "Services" means those services described in Schedule "A";
- o) "Safe Work Procedures" means the Suppliers written Safe Work Procedures that meets the Occupational Health and Safety Procedures that meets the requirements of the *Worker's Compensation Act of WorkSafe BC* and include the following:
 - 1) A description of safe work procedures for all workers including WHIMIS;
 - 2) Check-in procedure at each job;
 - 3) Accident investigation procedures;
 - 4) Safety inspection procedures;
 - 5) Emergency procedure in the case of an accident;
 - 6) Procedures for transporting an injured worker;
 - 7) Helicopter safety procedures;
 - 8) Fire Fighter Fatigue/Days of rest and Duty days;
 - 9) Danger Tree Assessing procedures;
 - 10) Power Saw Operator Training procedures;
- p) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B";
- q) "Structure Protection Crew Services" means those Services described in Schedule "A";
- r) "Structure Triage Assessment" means completing wildland fire potential damage assessments of structures and other property in accordance to SOGs and on approval forms/format(s) and submitting completed assessments to the Structure Protection Specialist(on site Ministry Representative) at the end of each day;
- s) "Supplier Representative" means Bob Swart who is the representative assigned by the Supplier to oversee the Standing Offer.
- t) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

- 2. This Standing Offer will expire on **March 31, 2013** unless withdrawn in accordance with paragraph 7 or the following:
- 3. The Supplier understands and agrees that:
 - a) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - b) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - c) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;



- e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - f) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - g) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - h) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

- 5. Services will be ordered by issuance of a Draw-Down.
- 6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

- 7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
- 8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit/Inspection

- 9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the auditing and inspection.

Insurance

- 10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurances with insurers licensed in British Columbia, in the forms and amounts below:
 - a) **Comprehensive General Liability Insurance** in an amount not less than **\$2,000,000.00** inclusive per occurrence against bodily injury and property damage. The Province is to be added as an additional insured under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety & Solicitor-General and any of his/her employees, servants or agents". The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include but is not limited to:
 - 1) Products and Completed Operations Liability;
 - 2) Owner's and Contractor's Protective Liability;
 - 3) Contingent Employer's Liability;
 - 4) Blanket Written Contractual Liability;
 - 5) Personal Injury Liability;
 - 6) Non-owned Automobile Liability;



- 7) Cross Liability;
- 8) Employees as Additional Insured's;
- 9) Broad Form Property Damage; and

b) **Automobile Liability Insurance** providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits of not less than **\$2,000,000.00**

11. The Supplier will provide the Province:

- a) Prior to any Draw-Down, evidence in the form of a completed Province of British Columbia Certificate of Insurance of all insurance required under paragraph 10;
- b) When requested, certified copies of required policies; and
- c) Evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance at least fourteen (14) days prior to the expiry date of the policies required under paragraph 10.

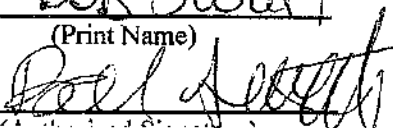
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Termination

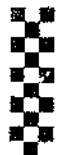
13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

<u>Bob Swart</u>	<u>President</u>
(Print Name)	(Print Title)
<u></u>	<u>June 22, 2011</u>





STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000763

THIS STANDING OFFER is made on the 17th day of June, 2011

First Call Fire Services Ltd
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Contact Person: Steve Butchart
Phone Number: 250-819-3473
After Hours Phone Number: 250-819-3473
Cell Number: s.22
Email Address: swbutch@yahoo.com

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 - f) "Fire Ready" means that the Contractor has the equipment and personnel to meet the Draw Down requirements;
 - g) "FLNRO" means the Ministry of Forests, Lands and Natural Resource Operations
 - h) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;

- i) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC);
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- n) "Services" means those services described in Schedule "A";
- o) "Safe Work Procedures" means the Suppliers written Safe Work Procedures that meets the Occupational Health and Safety Procedures that meets the requirements of the *Worker's Compensation Act* of WorkSafe BC and include the following:
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- s) "Supplier Representative" means Steve Butchart who is the representative assigned by the Supplier to oversee the Standing Offer.
- t) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

- 2. This Standing Offer will expire on **March 31, 2013** unless withdrawn in accordance with paragraph 7 or the following;
- 3. The Supplier understands and agrees that:
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 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;

- f) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - g) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - h) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

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6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit/Inspection

9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the auditing and inspection.

Insurance

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 - 7) Cross Liability;
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12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

Stephen Butchart

(Print Name)



(Authorized Signatory)

owner

(Print Title)

June 17, 2011

(Date)

STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000766

THIS STANDING OFFER is made on the 17th day of June, 2011

Panorama Silviculture Inc
7576 Upper Balfour Road
P.O. Box 962
Nelson, B.C.
V1L 6A5

Contact Person: Terry Lamb
Phone Number: 250-229-4709
After Hours Phone Number: 250-229-4759 or 250-354-8788
s. 22
Fax Number: 250-229-4759
Email Address: panosil@telus.net

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR-GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

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Termination

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IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

TERRY LAMB
(Print Name)
[Signature]
(Authorized Signatory)

PRESIDENT
(Print Title)
JUNE 21, 2011
(Date)

STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000792

THIS STANDING OFFER is made on the 27th day of July, 2011

245533 Alberta Limited dba Quintech Fire Services
5460 Hwy #3
Box 39
Bridgesville, B.C. V0H 1B0

Contact Person: Darren Hutchinson
Phone Number: 250-446-2217
Fax Number: 250-446-2218
After Hours Phone Number: 250-446-2099

s.22

Email Address: dhutchinson@quintechfire.com

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR-GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

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 - 4) Safety inspection procedures;
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 - 6) Procedures for transporting an injured worker;
 - 7) Helicopter safety procedures;
 - 8) Fire Fighter Fatigue/Days of rest and Duty days;
 - 9) Danger Tree Assessing procedures;
 - 10) Power Saw Operator Training procedures;
- p) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B";
- q) "Structure Protection Crew Services" means those Services described in Schedule "A";
- r) "Structure Triage Assessment" means completing wildland fire potential damage assessments of structures and other property in accordance to SOGs and on approval forms/format(s) and submitting completed assessments to the Structure Protection Specialist(on site Ministry Representative) at the end of each day;
- s) "Supplier Representative" means Darren Hutchinson who is the representative assigned by the Supplier to oversee the Standing Offer.
- t) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

- 2. This Standing Offer will expire on **March 31, 2013** unless withdrawn in accordance with paragraph 7 or the following:
- 3. The Supplier understands and agrees that:
 - a) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - b) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - c) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;

- f) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - g) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - h) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit/Inspection

9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the auditing and inspection.

Insurance

10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurances with insurers licensed in British Columbia, in the forms and amounts below:
- a) **Comprehensive General Liability Insurance** in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. The Province is to be added as an additional insured under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety & Solicitor-General and any of his/her employees, servants or agents". The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include but is not limited to:
 - 1) Products and Completed Operations Liability;
 - 2) Owner's and Contractor's Protective Liability;
 - 3) Contingent Employer's Liability;
 - 4) Blanket Written Contractual Liability;
 - 5) Personal Injury Liability;
 - 6) Non-owned Automobile Liability;
 - 7) Cross Liability;
 - 8) Employees as Additional Insured's;

9) Broad Form Property Damage; and

- b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits of not less than \$2,000,000.00

11. The Supplier will provide the Province:

- a) Prior to any Draw-Down, evidence in the form of a completed Province of British Columbia Certificate of Insurance of all insurance required under paragraph 10;
- b) When requested, certified copies of required policies; and
- c) Evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance at least fourteen (14) days prior to the expiry date of the policies required under paragraph 10.

12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

DARREN HUTCHINSON
(Print Name)

[Signature]
(Authorized Signatory)

OWNER
(Print Title)

JULY/30/2011
(Date)



Attn: JERRY GAUTHIER

STANDING OFFER
To provide
Structure Protection Crew Services
For

Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000793

THIS STANDING OFFER is made on the 27th day of July, 2011

Strategic Forest Management Inc
1271 Petersen Road
Campbell River, B.C.
V9W 3H8

Contact Person: Niels Jorgensen Phone Number: 250-286-9908 ext 232 Fax Number: 250-286-9920 After Hours Phone Number: 250-202-5412 s.22 Email Address: niels.jorgensen@sfmt.ca	Contact Person: Henry Grierson Phone Number: 250-286-9908 ext 231 Fax Number: 250-286-9920 After Hours Phone Number: 250-923-5426 Email Address: henry.grierson@sfmt.ca
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The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR-GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Business Location" means the point where the Supplier has an established independent operation that includes a local business address, local city phone number, identified fire crew and fire equipment and supplies to support the identified fire crews;
 - b) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Structure Protection Crew Services described in the Draw-Down at the prices set out in Schedule "B";
 - c) "Contractor" means the Supplier who receives a Draw-Down for the provisions of any portion of services from the Standing Offer;
 - d) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - e) "Expanded Attack" means a period of prolonged suppression activity requiring a larger than normal organization, higher than normal resource commitment and significant additional expenditures. Expanded attack can occur on large fires when initial attack fails;
 - f) "Fire Ready" means that the Contractor has the equipment and personnel to meet the Draw Down requirements;
 - g) "FLNRO" means the Ministry of Forests, Lands and Natural Resource Operations
 - h) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;

- i) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC) ;
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- n) "Services" means those services described in Schedule "A";
- o) "Safe Work Procedures" means the Suppliers written Safe Work Procedures that meets the Occupational Health and Safety Procedures that meets the requirements of the *Worker's Compensation Act* of WorkSafe BC and include the following:
 - 1) A description of safe work procedures for all workers including WHIMIS;
 - 2) Check-in procedure at each job;
 - 3) Accident investigation procedures;
 - 4) Safety inspection procedures;
 - 5) Emergency procedure in the case of an accident;
 - 6) Procedures for transporting an injured worker;
 - 7) Helicopter safety procedures;
 - 8) Fire Fighter Fatigue/Days of rest and Duty days;
 - 9) Danger Tree Assessing procedures;
 - 10) Power Saw Operator Training procedures;
- p) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B";
- q) "Structure Protection Crew Services" means those Services described in Schedule "A";
- r) "Structure Triage Assessment" means completing wildland fire potential damage assessments of structures and other property in accordance to SOGs and on approval forms/format(s) and submitting completed assessments to the Structure Protection Specialist(on site Ministry Representative) at the end of each day;
- s) "Supplier Representative" means Niels Jorgensen or Henry Grierson who is the representative assigned by the Supplier to oversee the Standing Offer.
- t) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

- 2. This Standing Offer will expire on March 31, 2013 unless withdrawn in accordance with paragraph 7 or the following;
- 3. The Supplier understands and agrees that:
 - a) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - b) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - c) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;

- f) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - g) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - h) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit/Inspection

9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the auditing and inspection.

Insurance

10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurances with insurers licensed in British Columbia, in the forms and amounts below:
- a) Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. The Province is to be added as an additional insured under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety & Solicitor-General and any of his/her employees, servants or agents". The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include but is not limited to:
 - 1) Products and Completed Operations Liability;
 - 2) Owner's and Contractor's Protective Liability;
 - 3) Contingent Employer's Liability;
 - 4) Blanket Written Contractual Liability;
 - 5) Personal Injury Liability;
 - 6) Non-owned Automobile Liability;
 - 7) Cross Liability;
 - 8) Employees as Additional Insured's;

9) Broad Form Property Damage; and

- b) **Automobile Liability Insurance** providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits of not less than \$2,000,000.00

11. The Supplier will provide the Province:

- a) Prior to any Draw-Down, evidence in the form of a completed Province of British Columbia Certificate of Insurance of all insurance required under paragraph 10;
- b) When requested, certified copies of required policies; and
- c) Evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance at least fourteen (14) days prior to the expiry date of the policies required under paragraph 10.

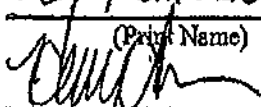
12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

HENRY GRIERSON
(Print Name)

(Authorized Signatory)

WILDFIRE MGMT SPECIALIST
(Print Title)
29 JULY 2011
(Date)



Attn: JERRY GAUTHIER

STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000793

THIS STANDING OFFER is made on the 27th day of July, 2011

Strategic Forest Management Inc
1271 Petersen Road
Campbell River, B.C.
V9W 3H8

Contact Person: Niels Jorgensen Phone Number: 250-286-9908 ext 232 Fax Number: 250-286-9920 After Hours Phone Number: 250-202-5412 s.22 Email Address: niels.jorgensen@sfmi.ca	Contact Person: Henry Grierson Phone Number: 250-286-9908 ext 231 Fax Number: 250-286-9920 After Hours Phone Number: 250-923-5426 Email Address: henry.grierson@sfmi.ca
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The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR-GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Business Location" means the point where the Supplier has an established independent operation that includes a local business address, local city phone number, identified fire crew and fire equipment and supplies to support the identified fire crews;
 - b) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Structure Protection Crew Services described in the Draw-Down at the prices set out in Schedule "B";
 - c) "Contractor" means the Supplier who receives a Draw-Down for the provisions of any portion of services from the Standing Offer;
 - d) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - e) "Expanded Attack" means a period of prolonged suppression activity requiring a larger than normal organization, higher than normal resource commitment and significant additional expenditures. Expanded attack can occur on large fires when initial attack fails;
 - f) "Fire Ready" means that the Contractor has the equipment and personnel to meet the Draw Down requirements;
 - g) "FLNRO" means the Ministry of Forests, Lands and Natural Resource Operations
 - h) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;

- i) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC);
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- n) "Services" means those services described in Schedule "A";
- o) "Safe Work Procedures" means the Suppliers written Safe Work Procedures that meets the Occupational Health and Safety Procedures that meets the requirements of the *Worker's Compensation Act* of WorkSafe BC and include the following:
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- p) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B";
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- t) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

- 2. This Standing Offer will expire on March 31, 2013 unless withdrawn in accordance with paragraph 7 or the following:
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 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;

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 - g) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - h) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit/Inspection

9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the auditing and inspection.

Insurance

10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurances with insurers licensed in British Columbia, in the forms and amounts below:
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 - 3) Contingent Employer's Liability;
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 - 5) Personal Injury Liability;
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 - 7) Cross Liability;
 - 8) Employees as Additional Insured's;

9) Broad Form Property Damage; and

- b) **Automobile Liability Insurance** providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits of not less than \$2,000,000.00

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12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

HENRY GRIERSON
(Print Name)
[Signature]
(Authorized Signatory)

WILDFIRE MGMT SPECIALIST
(Print Title)
29 July 2011
(Date)

STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000765

THIS STANDING OFFER is made on the 17th day of June, 2011

Strategic Fire Control Ltd
 329 Van Horne St. S.
 Cranbrook, B.C.
 V1C 1Z6

<p>Contact Person: Gaetan Effray Phone Number: 250-426-2525 After Hours Phone Number: 250-421-4335 s.22 Fax Number: 250-426-6273 Email Address: gaetanefray@shaw.ca</p>	<p>or Contact Person: Michael Kosolofski Phone Number: 250-426-2525 After Hours Phone Number: 250-421-4335 Home Number: 250-417-0111 s.22 Fax Number: 250-426-6273 Email Address: strategicmike@shaw.ca</p>
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The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR-GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
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 - f) "Fire Ready" means that the Contractor has the equipment and personnel to meet the Draw Down requirements;
 - g) "FLNRO" means the Ministry of Forests, Lands and Natural Resource Operations

Received Time Jun. 24, 2011 9:21AM No. 7187

- h) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- i) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC);
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
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- s) "Supplier Representative" means Gaetan Effray who is the representative assigned by the Supplier to oversee the Standing Offer.
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Expiry

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 - a) A Contract is formed on receipt by the Supplier of the Draw-Down;
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 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;



- e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
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Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

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Implementation and Continuous Audit/Inspection

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Insurance

10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurances with insurers licensed in British Columbia, in the forms and amounts below:
- a) **Comprehensive General Liability Insurance** in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. The Province is to be added as an additional insured under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety & Solicitor-General and any of his/her employees, servants or agents". The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include but is not limited to:
 - 1) Products and Completed Operations Liability;
 - 2) Owner's and Contractor's Protective Liability;
 - 3) Contingent Employer's Liability;
 - 4) Blanket Written Contractual Liability;
 - 5) Personal Injury Liability;
 - 6) Non-owned Automobile Liability;

- 7) Cross Liability;
- 8) Employees as Additional Insured's;
- 9) Broad Form Property Damage; and

- b) **Automobile Liability Insurance** providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits of not less than \$2,000,000.00

11. The Supplier will provide the Province:

- a) Prior to any Draw-Down, evidence in the form of a completed Province of British Columbia Certificate of Insurance of all insurance required under paragraph 10;
- b) When requested, certified copies of required policies; and
- c) Evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance at least fourteen (14) days prior to the expiry date of the policies required under paragraph 10.

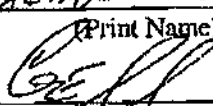
12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

GAETAN EFFRAY
(Print Name)

(Authorized Signatory)

pres
(Print Title)
2011/06/24
(Date)



STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000791

THIS STANDING OFFER is made on the 27th day of July, 2011

Timberland Forest Fire Systems Limited
610A Railway Street
Nelson, B.C. V1L 5P9

Contact Person: Stu Malcolmson
Phone Number: 250-354-1152
Fax Number: 250-354-1158
After Hours Phone Number: 250-357-2934
s. 22

Email Address: ymlrpowder@hotmail.com

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR-GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Business Location" means the point where the Supplier has an established independent operation that includes a local business address, local city phone number, identified fire crew and fire equipment and supplies to support the identified fire crews;
 - b) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Structure Protection Crew Services described in the Draw-Down at the prices set out in Schedule "B";
 - c) "Contractor" means the Supplier who receives a Draw-Down for the provisions of any portion of services from the Standing Offer;
 - d) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - e) "Expanded Attack" means a period of prolonged suppression activity requiring a larger than normal organization, higher than normal resource commitment and significant additional expenditures. Expanded attack can occur on large fires when initial attack fails;
 - f) "Fire Ready" means that the Contractor has the equipment and personnel to meet the Draw Down requirements;
 - g) "FLNRO" means the Ministry of Forests, Lands and Natural Resource Operations
 - h) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;

- l) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC);
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- n) "Services" means those services described in Schedule "A";
- o) "Safe Work Procedures" means the Suppliers written Safe Work Procedures that meets the Occupational Health and Safety Procedures that meets the requirements of the *Worker's Compensation Act* of WorkSafe BC and include the following:
 - 1) A description of safe work procedures for all workers including WHIMIS;
 - 2) Check-In procedure at each job;
 - 3) Accident investigation procedures;
 - 4) Safety inspection procedures;
 - 5) Emergency procedure in the case of an accident;
 - 6) Procedures for transporting an injured worker;
 - 7) Helicopter safety procedures;
 - 8) Fire Fighter Fatigue/Days of rest and Duty days;
 - 9) Danger Tree Assessing procedures;
 - 10) Power Saw Operator Training procedures;
- p) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B";
- q) "Structure Protection Crew Services" means those Services described in Schedule "A";
- r) "Structure Triage Assessment" means completing wildland fire potential damage assessments of structures and other property in accordance to SOGs and on approval forms/format(s) and submitting completed assessments to the Structure Protection Specialist(on site Ministry Representative) at the end of each day;
- s) "Supplier Representative" means Stu Malcolmson who is the representative assigned by the Supplier to oversee the Standing Offer.
- t) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

- 2. This Standing Offer will expire on March 31, 2013 unless withdrawn in accordance with paragraph 7 or the following:
- 3. The Supplier understands and agrees that:
 - a) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - b) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - c) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;

- f) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - g) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - h) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit/Inspection

9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the auditing and inspection.

Insurance

10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurances with insurers licensed in British Columbia, in the forms and amounts below:
- a) **Comprehensive General Liability Insurance** in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. The Province is to be added as an additional insured under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety & Solicitor-General and any of his/her employees, servants or agents". The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include but is not limited to:
 - 1) Products and Completed Operations Liability;
 - 2) Owner's and Contractor's Protective Liability;
 - 3) Contingent Employer's Liability;
 - 4) Blanket Written Contractual Liability;
 - 5) Personal Injury Liability;
 - 6) Non-owned Automobile Liability;
 - 7) Cross Liability;
 - 8) Employees as Additional Insured's;

9) Broad Form Property Damage; and

- b) **Automobile Liability Insurance** providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits of not less than \$2,000,000.00

11. The Supplier will provide the Province:

- a) Prior to any Draw-Down, evidence in the form of a completed Province of British Columbia Certificate of Insurance of all insurance required under paragraph 10;
- b) When requested, certified copies of required policies; and
- c) Evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance at least fourteen (14) days prior to the expiry date of the policies required under paragraph 10.

12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

Stu MALCOLMSON
(Print Name)
[Signature]
(Authorized Signatory)

CREW MANAGER
(Print Title)
JULY 27 2011
(Date)



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL

STANDING OFFER REFERENCE NUMBER: SO-OFC006

THIS STANDING OFFER is made on the 27th day of July, 2011

AS ROACH FIRE SERVICES LTD.

Box 59, Site 8 RR2

Stony Plain, AB T7Z 1X2

Contact Person: Albert Roach

Phone Number: 780-719-9584 – call first

After Hours Phone Number: 780-963-4685 s.22
s.22

Fax: 780-963-9722

Email Address: albert@asroachfire.com

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
 - c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;

- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC);
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

- 2. This Standing Offer will expire on December 31, 2012 unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

- 3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
- 4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

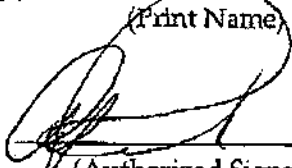
12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

ALBERT ROACH

(Print Name)



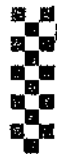
(Authorized Signatory)

PRESIDENT

(Print Title)

AUG 4, 2011

(Date)



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL

STANDING OFFER REFERENCE NUMBER: SO-OFC005

THIS STANDING OFFER is made on the 27th day of July, 2011

C&V SALES LTD.
PO Box 831
Charlie Lake, BC V0C 1H0

Contact Person: Lorne Clarkson
Phone Number: 250-785-6780
Fax Number: 250-785-6798
After Hours Phone Number: 1-877-785-6780

s.22

Email Address: lorne.fire@telus.net
cvtrailersales@telus.net

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
 - c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;

- d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC);
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

- 2. This Standing Offer will expire on December 31, 2012 unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

- 3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
- 4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting

the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

LORNE CHARKEN
(Print Name)


(Authorized Signatory)

President
(Print Title)

August 4 / 2011
(Date)



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL

STANDING OFFER REFERENCE NUMBER: SO-OFC006

THIS STANDING OFFER is made on the 27th day of July, 2011

AS ROACH FIRE SERVICES LTD.

**Box 59, Site 8 RR2
Stony Plain, AB T7Z 1X2**

Contact Person: Albert Roach

Phone Number: 780-719 9584

After Hours Phone Number:

Cell Number:

Fax: 780-963-9722

Email Address: albert@asroachfire.com

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
 - c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;

- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

- 2. This Standing Offer will expire on **December 31, 2012** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

- 3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
- 4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

(Print Name)

(Print Title)

(Authorized Signatory)

(Date)

SCHEDULE "A" - SERVICES

PART 1. TERM:

The term of this Agreement commences on July 27, 2011 and ends on December 31, 2012.

PART 2. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals. The SPU's are used by Ministry personnel to protect structures from wildland urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide or ensure the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Section 2a.
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Section 9. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the *Motor Vehicle Act*.
- Delivery of SPU to the location requested and dropped off. No Contractor attendant is required although, and would be optional at the Contractor's expense. The Contractor will be contacted when the trailer is ready to be picked up and can be retrieved from the fire location. The contractor will pick up the SPU from its location in a timely manner. The Ministry will not pay for the SPU rental after the pick up of the SPU has been requested, with the exception of travel time back to contractor's base at the stand-by rate as provided in Schedule B.

2a) Structure Protection Unit Type II Minimum Equipment Requirements

Category	Item	Description	Unit	Amount
Sprinklers				
	Roof	Butterfly type (Fire caddie configuration)	Heads	30
	Large	Large 1" impact	Heads	35
	Medium	¾" 10 gpm	Heads	50
Hose				
	Econoflow	15 foot	Lengths	100
	Econoflow	30 foot	Lengths	120
	1 ½"	50 foot	Lengths	50
	1 ½"	100 foot	Lengths	15
	2 ½"	50 foot	Lengths	10
Water Thieves				
	1 ½" to 5/8" with shutoff		Qty	100
	1 ½" by 2 ½"		Qty	10
	5/8" gated Y		Adapters	20
	1 ½" 3-way		Valves	10
	2 ½" Hydrant gate valve		Qty	2
	2 ½" Tee complete with water thief and blanking cap		Qty	4
Adapters				
	Hydrant Kit			
		2 ½" gated Ys	Qty	1
		2 ½" to 1 ½"	Adapters	4
	2 ½" Siamese Coupling		Qty	2
	2 ½" Wye		Qty	1
	Combination Hydrant Wrench and Spanner		Qty	1
	2 ½" double female coupling		Qty	1
	2 ½" double male coupling		Qty	1
	Adjustable plastic nozzles		Qty	3
Pumps				
	Mark III		Qty	4
Bladders				
	2,500 gallon Portable		Qty	2
Other items				
	Ladders up to 24' extension Grade A		Ladders	1
	FF Hand tools		Kits	2
	Impact Drivers		Qty	2
	Carpenter Tools – list contents		Kits	2
	Pulaski		Qty	2

Structure Protection Unit Type II Minimum Equipment Requirements cont.

Category	Item	Description	Unit	Amount
Other items	Poly ~ 200 feet		Rolls	1
	Signage - 2' x 2' boards		Sign boards	20
	Spray Paint		Cans	
	Lighting Kit - 2 light		Stands	2
	Chainsaw kit complete with PPE, chain and motor oil		Qty	1
	Fuel Tank for chainsaw		Qty	1
	Fuel containers (5 gallon - approved) (empty)		Qty	5
	Tape: Flagging, Teflon, Duct and Electrical		Rolls each type	5
	Box of rags		Qty	1
	Water Pump Pliers		Qty	2
	Assorted Nails and Screws		Litre of each type	1
	Claw Hammer		Qty	2
	Crescent Wrench		Qty	2

2 b) LOST/DAMAGED INVENTORY

Lost or damaged equipment may be replaced in the following ways:

- Items will be replaced with similar quality material from provincial Wildland fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment provided they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 3. RELATED DOCUMENTATION:

- 1) The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off.

These details should be included on the invoice submitted to the OFC for payment (failure to submit these reports will delay payment).

PART 4. GOVERNMENT CONTACT:

1. Name: Tina Neff

Phone Number: 250-952-4110

Fax Number: 250-952-4888

Email Address: Tina.Neff@gov.bc.ca

Schedule B – Fees and Expenses

1. **FEES:** If the Contractor complies with this Contract under the Standing Offer then the Province must pay the fees to the Contractor as follows:

SPU Description	Number of Units	Full Day Rate (24 hours)	Standby Rate (24 hours)
		Open Rate	Unopened Rate
Type II SPU Trailer	1	\$3,275	\$1,215

- i. Contractors will be reimbursed according to Rates Table above. The full day rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory. The standby rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU.
- ii. The SPU when on standby will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- iii. All stand-by will be authorized by the Office of the Fire Commissioner and can be rescinded with twenty four (24) hours notice.
- iv. The Contractor will not be paid for any days between completion of inventory and transportation of the equipment from the job site.

(b) EXPENSES:

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Travel, accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees (see Appendix 1) with the exception that mileage will be reimbursed at \$0.68 per kilometre for travel to and from the site.
- b. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by original receipts.
- c. Reimbursement for expenses will exclude Harmonized Sales Tax (HST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

All other expenses are deemed to be covered by the daily fee rates in section 1 of this Schedule.

3. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;

- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

4. PAYMENTS DUE:

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

APPENDIX 1 - Group 1 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for HST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$47.00 per day (receipts are not required):

Breakfast only	\$11.50	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.25	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$22.25	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$24.75	see above
Breakfast and dinner only	\$33.75	see above
Lunch and dinner only	\$35.50	see above
Full day	\$47.00	

2. Mileage Rates When Using Private Vehicle:

Effective March 29, 2009, the private mileage allowance is \$.50 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) *Hotel/motel* (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) *Private lodging* (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, porter age and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. HST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded HST. A contractor with an HST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any misc. expenses.

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

In this schedule the Province is referred to as the "Province", "we" or "us" as applicable, and the Supplier is referred to as the "Contractor", "you" or "your" as applicable.

Contractor's Obligations

1. You will provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when we release you from a Job (as defined in Schedule "A" of the Standing Offer).
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. Unless otherwise specified in this Contract, you will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You will treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
9. The material and any property we provide to you or a subcontractor is our exclusive property. You will deliver it to us immediately upon our request.
10. The copyright in the Material belongs exclusively to us. Upon our request, you will deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
11. You will maintain and pay for insurance on the terms described in the Standing Offer.
12. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.

13. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
14. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
15. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
16. You will not assign any of your rights under this Contract without our prior written consent.
17. You will 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 Contract.
18. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
19. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

Payment

20. If you comply with this Contract, we will pay you in accordance with Schedule B for services satisfactorily provided and expenses.
21. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
22. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
23. 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.
24. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
25. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

Termination

26. We will terminate this Contract:
 - a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and

- b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

- 27. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

General

- 28. You are an independent contractor and not our employee, agent or partner.
- 29. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.
- 30. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
- 31. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
- 32. Time is of the essence in this Contract.
- 33. Any notice contemplated by this Contract, to be effective, will be in writing and either:

- a) Sent by fax to the addressee's fax number specified in this Contract;
- b) Delivered by hand to the addressee's address specified in this Contract; or
- c) Mailed by prepaid registered mail to the addressee's address specified in this Contract.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

- 34. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
- 35. No modification of this Contract is effective unless it is in writing and signed by the parties.
- 36. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
- 37. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Deputy Fire Commissioner or his/her designate, written particulars of the

complaint, which particulars will include the following:

- i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation of the Contractor of the matters in dispute;
- b) The Province will, within twenty (20) working days of receipt by the Deputy Fire Commissioner or his/her designate of the written particulars, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
- c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
- d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
- e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;
- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Deputy Fire Commissioner or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
- g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
- h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.

38. Sections 6 to 10, 12, 15, 22, 23, 26, 27 and 40 continue in force indefinitely, even after this Contract ends.

39. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.

40. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.

41. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province, that combination is referred to as "the parties".

42. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL

STANDING OFFER REFERENCE NUMBER: SO-OFC005

THIS STANDING OFFER is made on the 27th day of July, 2011

**C&V SALES LTD.
PO Box 831
Charlie Lake, BC V0C 1H0**

**Contact Person: Lorne Clarkson
Phone Number: 250-785-6780
Fax Number: 250-785-6798
After Hours Phone Number: 1-877-785-6780**

s.22

**Email Address: lorne.fire@telus.net
cvtrailersales@telus.net**

The Supplier;

**HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN
SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE
GOVERNMENT OF BRITISH COLUMBIA**

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
 - c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;

- d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

- 2. This Standing Offer will expire on **December 31, 2012** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

- 3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
- 4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting

the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

(Print Name)

(Print Title)

(Authorized Signatory)

(Date)

SCHEDULE "A" – SERVICES

PART 1. TERM:

The term of this Agreement commences on July 27, 2011 and ends on December 31, 2012.

PART 2. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals. The SPU's are used by Ministry personnel to protect structures from wildland urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide or ensure the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Section 2a.
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Section 9. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the *Motor Vehicle Act*.
- Delivery of SPU to the location requested and dropped off. No Contractor attendant is required although, and would be optional at the Contractor's expense. The Contractor will be contacted when the trailer is ready to be picked up and can be retrieved from the fire location. The contractor will pick up the SPU from its location in a timely manner. The Ministry will not pay for the SPU rental after the pick up of the SPU has been requested, with the exception of travel time back to contractor's base at the stand-by rate as provided in Schedule B.

2a) Structure Protection Unit Type II Minimum Equipment Requirements

Category	Item	Description	Unit	Amount
Sprinklers				
	Roof	Butterfly type (Fire caddie configuration)	Heads	30
	Large	Large 1" impact	Heads	35
	Medium	¾" 10 gpm	Heads	50
Hose				
	Econoflow	15 foot	Lengths	100
	Econoflow	30 foot	Lengths	120
	1 ½"	50 foot	Lengths	50
	1 ½"	100 foot	Lengths	15
	2 ½"	50 foot	Lengths	10
Water Thieves				
	1 ½" to 5/8" with shutoff		Qty	100
	1 ½" by 2 ½"		Qty	10
	5/8" gated Y		Adapters	20
	1 ½" 3-way		Valves	10
	2 ½" Hydrant gate valve		Qty	2
	2 ½" Tee complete with water thief and blanking cap		Qty	4
Adapters				
	Hydrant Kit			
		2 ½" gated Ys	Qty	1
		2 ½" to 1 ½"	Adapters	4
	2 ½" Siamese Coupling		Qty	2
	2 ½" Wye		Qty	1
	Combination Hydrant Wrench and Spanner		Qty	1
	2 ½" double female coupling		Qty	1
	2 ½" double male coupling		Qty	1
	Adjustable plastic nozzles		Qty	3
Pumps				
	Mark III		Qty	4
Bladders				
	2,500 gallon Portable		Qty	2
Other items				
	Ladders up to 24' extension Grade A		Ladders	1
	FF Hand tools		Kits	2
	Impact Drivers		Qty	2
	Carpenter Tools -- list contents		Kits	2
	Pulaski		Qty	2

Structure Protection Unit Type II Minimum Equipment Requirements cont.				
Category	Item	Description	Unit	Amount
Other items	Poly – 200 feet		Rolls	1
	Signage – 2' x 2' boards		Sign boards	20
	Spray Paint		Cans	
	Lighting Kit – 2 light		Stands	2
	Chainsaw kit complete with PPE, chain and motor oil		Qty	1
	Fuel Tank for chainsaw		Qty	1
	Fuel containers (5 gallon – approved) (empty)		Qty	5
	Tape: Flagging, Teflon, Duct and Electrical		Rolls each type	5
	Box of rags		Qty	1
	Water Pump Pliers		Qty	2
	Assorted Nails and Screws		Litre of each type	1
	Claw Hammer		Qty	2
	Crescent Wrench		Qty	2

2 b) LOST/DAMAGED INVENTORY

Lost or damaged equipment may be replaced in the following ways:

- Items will be replaced with similar quality material from provincial Wildland fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment provided they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 3. RELATED DOCUMENTATION:

- 1) The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off.

These details should be included on the invoice submitted to the OFC for payment (failure to submit these reports will delay payment).

PART 4. GOVERNMENT CONTACT:

1. Name: Tina Neff

Phone Number: 250-952-4110

Fax Number: 250-952-4888

Email Address: Tina.Neff@gov.bc.ca

Schedule B – Fees and Expenses

1. **FEES:** If the Contractor complies with this Contract under the Standing Offer then the Province must pay the fees to the Contractor as follows:

SPU Description	Number of Units	Full Day Rate (24 hours)	Standby Rate (24 hours)
		Open Rate	Unopened Rate
Type II SPU Trailer	1	\$3,275	\$1,215

- i. Contractors will be reimbursed according to Rates Table above. The full day rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory. The standby rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU.
- ii. The SPU when on standby will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- iii. All stand-by will be authorized by the Office of the Fire Commissioner and can be rescinded with twenty four (24) hours notice.
- iv. The Contractor will not be paid for any days between completion of inventory and transportation of the equipment from the Job site.

(b) EXPENSES:

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Travel, accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees (see Appendix 1) with the exception that mileage will be reimbursed at \$0.68 per kilometre for travel to and from the site.
- b. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by original receipts.
- c. Reimbursement for expenses will exclude Harmonized Sales Tax (HST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

All other expenses are deemed to be covered by the daily fee rates in section 1 of this Schedule.

3. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;

- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

4. PAYMENTS DUE:

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

APPENDIX 1 - Group 1 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for HST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$47.00 per day (receipts are not required):

Breakfast only	\$11.50	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.25	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$22.25	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$24.75	see above
Breakfast and dinner only	\$33.75	see above
Lunch and dinner only	\$35.50	see above
Full day	\$47.00	

2. Mileage Rates When Using Private Vehicle:

Effective March 29, 2009, the private mileage allowance is \$.50 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) *Hotel/motel* (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) *Private lodging* (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, porter age and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. HST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded HST. A contractor with an HST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any misc. expenses.

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

In this schedule the Province is referred to as the "Province", "we" or "us" as applicable, and the Supplier is referred to as the "Contractor", "you" or "your" as applicable.

Contractor's Obligations

1. You will provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when we release you from a Job (as defined in Schedule "A" of the Standing Offer).
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. Unless otherwise specified in this Contract, you will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You will treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
9. The material and any property we provide to you or a subcontractor is our exclusive property. You will deliver it to us immediately upon our request.
10. The copyright in the Material belongs exclusively to us. Upon our request, you will deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
11. You will maintain and pay for insurance on the terms described in the Standing Offer.
12. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.

13. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
14. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
15. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
16. You will not assign any of your rights under this Contract without our prior written consent.
17. You will 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 Contract.
18. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
19. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

Payment

20. If you comply with this Contract, we will pay you in accordance with Schedule B for services satisfactorily provided and expenses.
21. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
22. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
23. 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.
24. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
25. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

Termination

26. We will terminate this Contract:
 - a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and

- b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

27. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

General

28. You are an independent contractor and not our employee, agent or partner.
29. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.
30. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
31. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
32. Time is of the essence in this Contract.
33. Any notice contemplated by this Contract, to be effective, will be in writing and either:

- a) Sent by fax to the addressee's fax number specified in this Contract;
- b) Delivered by hand to the addressee's address specified in this Contract; or
- c) Mailed by prepaid registered mail to the addressee's address specified in this Contract.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

34. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
35. No modification of this Contract is effective unless it is in writing and signed by the parties.
36. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
37. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
- a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Deputy Fire Commissioner or his/her designate, written particulars of the

complaint, which particulars will include the following:

- i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation of the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt by the Deputy Fire Commissioner or his/her designate of the written particulars, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;
 - f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Deputy Fire Commissioner or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
38. Sections 6 to 10, 12, 15, 22, 23, 26, 27 and 40 continue in force indefinitely, even after this Contract ends.
39. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
40. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
41. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province, that combination is referred to as "the parties".
42. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL

STANDING OFFER REFERENCE NUMBER: SO-OFC001

THIS STANDING OFFER is made on the 27th day of July, 2011

Firestorm Enterprises Ltd
22071-128 Avenue
Maple Ridge B.C.
V4R 2R1

Contact Person: Bob Swart Phone Number: 1-888-456-3473 or 604-476-9170 After Hours Phone Number: 604-812-3473 s.22 Fax Number: 604-909-1940 or 604-476-9174 Email Address: fire.storm@shaw.ca	Or Contact Person: Natalie Smolinski Phone Number: 1-888-456-3473 or 604-476-9170 After Hours Phone Number: 604-786-4692 Fax Number: 604-909-1940 or 604-476-9174 Email Address: nsmolinski.firestorm@shaw.ca
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The Supplier

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;

- c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **December 31, 2012** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting

the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

(Print Name)

(Print Title)

(Authorized Signatory)

(Date)

**STANDING OFFER****STRUCTURE PROTECTION UNITS
FOR
MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL****STANDING OFFER REFERENCE NUMBER: SO-OFC003**

THIS STANDING OFFER is made on the 27th day of July, 2011

First Call Fire Services Ltd
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Contact Person: Steve Butchart
Phone Number: 250-819-3473
After Hours Phone Number: 250-819-3473
s.22
Email Address: swbutch@yahoo.com

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
 - c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;

- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC);
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on December 31, 2012 unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

(c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

Stephen Butchart
(Print Name)


(Authorized Signatory)

Owner
(Print Title)

August 4, 2011
(Date)



STANDING OFFER
STRUCTURE PROTECTION UNITS
FOR
MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL

STANDING OFFER REFERENCE NUMBER: SO-OFC002

THIS STANDING OFFER is made on the 27th day of July, 2011

Strategic Fire Control Ltd.
329 Van Horne St S,
Cranbrook, BC V1C 1Z6

Contact Person: Mike Kosolofski
Phone Number: 250-426-2525
After Hours Phone Number: 250-417-0111
s.22
Fax Number: 250-426-6273
Email Address: *strategicmike@shaw.ca*

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
 - c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;

- d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

- 2. This Standing Offer will expire on **December 31, 2012** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

- 3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
- 4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

GIAETAN EFFRAY
(Print Name)
[Signature]
(Authorized Signatory)

PRES
(Print Title)
11/08/15
(Date)



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL

STANDING OFFER REFERENCE NUMBER: SO-OFC004

THIS STANDING OFFER is made on the 27th day of July, 2011

**Timberland Forest Fire Systems Limited
610A Railway Street
Nelson, B.C. V1L 5P9**

**Contact Person: Stu Malcolmson
Phone Number: 250-354-1152
Fax Number: 250-354-1158
After Hours Phone Number: 250-357-2934
s.22
Email Address: ymirpowder@hotmail.com**

The Supplier;

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Supplier who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
 - c) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;

- d) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor General, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Supplier has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Province's Ministry of Public Safety & Solicitor General, Office of the Fire Commissioner (OFC);
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

- 2. This Standing Offer will expire on December 31, 2012 unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

- 3. The Supplier understands and agrees that:
 - a) The Supplier will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
- 4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

(b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

(c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Termination

12. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

(Print Name)

(Print Title)

(Authorized Signatory)

(Date)



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SP-U-OFC1415J90001

THIS STANDING OFFER is made on the 25th day of June, 2013

*A.S Roach Fire Services Ltd
Box 59
Site 8 RR2
Stony Plain AB T7Z 1X2*

*Contact Person: Albert Roach
Phone Number: 780-719-9584
After Hours Phone Number: 780-719-9584
s.22
Fax Number: 780-963-9722
Email Address: albert@asroachfire.com*

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the Proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Offeror who receives a Draw-Down for the provision of any portion of services from the Standing Offer;

- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - iv. and include but is not limited to:
 1. Products and Completed Operations Liability;
 2. Owner's and Contractor's Protective Liability;
 3. Contingent Employer's Liability;
 4. Blanket Written Contractual Liability;
 5. Personal Injury Liability;
 6. Non-owned Automobile Liability;
 7. Employees as Additional Insured's;
 8. Broad Form Property Damage; and
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:

- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
- i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

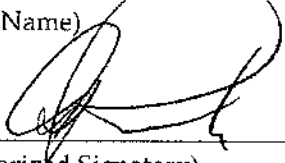
12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

ALBERT ROACH
(Print Name)

(Authorized Signatory)

PRESIDENT
(Print Title)
July 3, 2013
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals as described in Part 2 of this Schedule. The SPU's are used by Ministry personnel to protect structures from wild land urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Part 2 of Schedule "A".
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Part 2 of this Schedule. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the Motor Vehicle Act.
- Delivery of SPU to the location as requested by the Ministry. No Contractor attendant is required and such attendance would be optional at the Contractor's expense. The Contractor will be contacted and informed when the SPU is ready to be picked up and the location where it can be retrieved. The contractor will pick up the SPU from the location determined by the Ministry in a timely manner.

PART 2. STRUCTURE PROTECTION UNIT MINIMUM EQUIPMENT REQUIREMENTS

Note: New Type 2 SPU's to meet the following inventory requirements listed below.

- a. Ensure all QC (Quick Couple) connectors are ULC rated.

Existing Type 2 SPU's may meet equivalent requirements as per the following 4 points:

- b. 5/8 "/16mm hose lengths add up to total number of feet until excess short hose wears out.
c. Upgrade to lined percolating 1.5"/38mm hose as other hose types wears out.
d. 1.5 "/38mm hose lengths add up to total length identified.
e. Any medium sprinklers (3/4"/19mm) will be counted as small sprinklers for total numbers

Category	Item	Description	Unit	Type 2
Pumps	Mark 3 or Wick 375	High pressure 2 stroke	#	4
	BB 4	High pressure 4 stroke	#	0
	Pump Tool Kit	As per contents list on pages 6 & 7	#	4
	2"/51mm Suction hose x 10ft/3.2m	c/w aluminum foot valve & strainer	#	4
	Fuel cans	25 L Gerry cans	#	8
	Fuel lines	Single can	#	2 spare & Pump box
	Extra Fuel lines	Dual fuel line for pumps	#	5
Hose	Mix oil	12 L Case 2 cycle oil	#	2
	2.5"/64mm diameter	50 ft /15.2m BCT cplgs. 600psi/4200kPa	lengths	20
	(BCT = BC Thread)	100 ft/30.5m QC 300psi/2100kPa	lengths	25
	(QC = Quick Couple)	1.5"/38mm diameter lined percolating	lengths	50
	(GHT = Garden Hose Thread)	Econo 5/8 "/16mm diameter hose	lengths	150
		30 ft/9.1m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
		15 ft/4.6m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
Nozzles	1.5"/38mm QC	Multi-orifice aluminum 4 in 1 (i.e. Hansen)	#	Pump box
	3/4 "/19mm GHT thread	Brass	#	5
Valves	1.5"/38mm	3 way QC c/w shutoff	#	30
Sprinklers	Roof butterfly 1/2"/13mm head	39.5"/1m OAL aluminum pole c/w 3/4"/19mm M x F GHT threads (4.3gpm/19.5lpm @ 50psi/345kPa = 26'/7.9m wetted radius)	heads	30
	Large 1"/25mm	1/2"/13mm steel dual step spike, brass head, full circle impact (7/32"/5.6mm nozzle, 7.8gpm/35.5lpm @ 50psi/345kPa = 55'/16.8m wetted radius) Or (3/16"/4.8mm nozzle, 5.8gpm/26.4lpm @ 50psi/345kPa = 51'/15.5m wetted radius)	heads	50

	Medium	¾"/19mm	heads	0
	Small ½"/13mm	½"/13mm steel dual step spike, brass head, full circle impact (5/32"/4mm nozzle, 4.3gpm/19.5lpm @ 50psi/345kPa = 41'/12.5m wetted radius) Or (7/64"/2.8mm nozzle, 2.0gpm/9.1lpm @ 50psi/345kPa = 36'/11m wetted radius)	heads	50
Water thieves	2.5"/64mm M x F BAT thread x 1.5"/38mm QC	Pyrolite	#	15
	1.5"/38mm QC x ¾"/19mm male GHT c/w shutoff	Pyrolite or plastic	#	100
Adapters	Hydrant Kit	4"/102mm storz to 2.5"/64mm BCT male	#	0
		5"/127mm storz to 2.5"/64mm BCT male	#	0
		2.5"/64mm hydrant gate valve F x M BCT	#	2
		2.5"/64mm F BCT X 2"/51mm FNPT SSW pyrolite	#	0
		2.5"/64mm x 1.5"/51mm P100A light gated wye	#	0
		2.5"/64mm BCT pyrolite wye	#	0
		2.5"/64mm BCT plain pyrolite Siamese	#	0
		2.5"/64mm BCT double female coupling	#	1
		2.5"/64mm BCT double male coupling	#	1
		2.5"/64mm BCT gated wye	#	1
		2.5"/64mm BCT to 1.5"/38mm QC	#	5
		Hydrant wrench	#	2
	Miscellaneous ¾"/19mm GHT (Econo)	3 way ¾"/19mm GHT individually gated	#	20
		¾"/19mm GHT double female adaptor	#	25
		1.5"/38mm QC x ¾"/19mm GHT male reducers	#	5
		1.5"/38mm QC x ¾"/19mm GHT female increasers	#	5
		Washer pack	#	Pump box
		¾"/19mm GHT Ball valve shutoffs	#	10
	¾"/19mm Rebar	8 ft/2.4m lengths to raise sprinklers	#	0
Bladders	Portable tank	2500 imp. gal. /11,365L.	#	1
<i>For Type 2 SPU's</i>	<i>Recommend lime</i>	<i>green for any new tanks</i>	<i>for</i>	<i>ID</i>
	Drain valve kit	3"/76mm M to 2"/64mm M drain valve assembly c/w shutoff	#	1
		1.5"/38mm female to 3"/76mm male	#	0
		1.5"/38mm female to 2"/51mm male	#	0
Foam Kit	Fast Foam c/w cartridges	1.5"/38mm QC nozzle	#	0
		¾"/19mm GHT nozzle	#	0
Ladders	Extension	24 ft/7.3m Grade A	#	1
	Combo step/ext	8 ft/2.4m – 13 ft/4m	#	0
	Roof	16 ft/4.9m	#	0
	Step	4 ft/1.2m for shelves	#	0
Lighting kit	Generator	2,500 watt	#	1
	Halogen yard light	Double head c/w stand or sim.	#	2
	Extension cord	50 ft/15.2m	#	2
	Power bars		#	1
	Halogen spot light		#	0

	Headlamps		#	0
	Batteries	AAA or AA for headlamps	#	0
FF tools	Shovels		#	1
	Pulaskis		#	1
	McLeod tool		#	1
	Axe	2.5 lb./1.1kg 28"/71cm handle	#	1
	Backpack pump	5 gal/22L collapsible	#	1
Radios	Mobile	In office	#	0
	Repeater	In office	#	0
	Handheld	c/w chargers, antenna, case	#	0
Impact tool kit	Impact driver	c/w case, charger, 2 batteries, bit set	#	2
Carpenters tool kit	Tool box		#	2
	Tool belt	4 pocket	#	2
	Claw hammer		#	2
	Pry bar	18"/46cm	#	2
	Staple gun	(or hammer) c/w staples	#	2
	Vice grips	Needle nose 7"/18cm	#	0
	Pliers	Linesman 6"/15cm	#	0
	Pliers	Fencing 10"/25cm	#	0
	Pliers	Side cutters 8"/20cm	#	0
	Pliers	Channel lock 10"/25cm	#	2
	Olfa cutter	Heavy duty c/w blades	#	0
	Screwdriver	Multi	#	1
	Wrench	Crescent 6"/15cm	#	2
	Wrench	Crescent 10"/25cm	#	2
	Wrench	Pipe 14"/36cm	#	2
	Conduit clamps	50 - 3/8"/9.5mm in bag	bag	4
	Pipe strapping	rolls	#	1
	Tim snips	+/- 10"/25cm	#	1
	Screws	100 - 1 3/4"/44mm	bag	4
	Nails	50 - 2 1/4"/57mm common	bag	0
	Nails	50 - 2 1/2"/64mm duplex	bag	4
	Saw	Carpenter hand	#	1
	Circular saw, wood	Electric - cordless	#	1
Poly	Rolls	200 ft/61m X 6mil	#	2
Sign boards	Chloroplast/Felt marking pens	2 ft/61cm x 2 ft/61cm blank	#	20
Tape		Flagging	Rolls	5
		Teflon	Rolls	2
		Duct	Rolls	2
		Electrical	Rolls	2
Rags		Box	Kg.	2
Misc tools	Rake	Garden	#	0
	Rake	Leaf	#	1
	Broom	Push	#	1
	Broom	Corn	#	0
	Cutters	Bolt 24"/61cm or 36"/91cm	#	1
	Bottle jack	6 ton hydraulic	#	0
Trailer misc	Tie downs	15"/38cm bungee cords	#	5
		20"/51cm bungee cords	#	5
		30"/76cm bungee cords	#	5
		Cargo shelf strap 6 ft/1.8m	#	5
	Tie down straps	Ratchet	pairs	1
	Shelving hardware	Slotted angle	box	0
Rope	Poly rope -3/8 " /9.5mm	Roll	#	1
Safety items	Safety vest	Hi viz	#	0

	Repellent	Insect	#	0
	Fire extinguisher	5 lb/2.2kg	#	1
	First aid kit	Level 1	#	1
	Sign	Caution w/stand/flag	#	0
	Cones	Safety marker 18"/46cm	#	2
	Hose ramps		#	0
Chainsaw kit	Chainsaw	Min. 57 cc c/w 20"/51cm bar	#	1
	Chainsaw gas can	5 L	#	1
	Chain oil	4 L	#	1
	PPE	Chaps, regular	#	1
	Tool kit	Bar wrench, grease gun, spare spark plug, chain filing gauge	#	1
	Files	Chain & Raker	#	2
Miscellaneous	Machete	24"/60 cm	#	1

Type 2 SPU Pump Tool Box contents:

- 1 Tool box, for storage of following
- 1 Aluminium ball back check valve for discharge side of pump QC
- 1 Spark plug, spare for pump
- 1 Rewind rope, spare for pump
- 1 Mesh wire screen to wrap foot valve
- 1 Water thief 1.5 "/38mm QC to ¾ "/19mm GHT c/w shutoff
- 1 ¾ "/19mm brass nozzle
- 1 1.5 "/38mm QC 10 ft/3.2m high pressure (450psi/3150kPa) "pony" hose for tandem hookup or first length before back check valve
- 1 1.5"/38mm QC nozzle, 4 in 1 multi-orifice (i.e. Hansen)
- 1 Priming bucket, collapsible
- 1 3 way valve with shutoff 1.5 "/38mm QC
- 1 Mini grease gun for pump
- 1 Tool kit appropriate for pump (consult MFG and need to be listed)
- 1 Hose wrench for suction hose
- 1 Tandem adaptor 2"/51mm F NPSH x 1.5" QC to run 2 pumps in series
- 1 1.5 "/38mm male adaptor NPSH x QC
- 1 1.5 "/38mm female adaptor NPSH x QC
- 1 Single fuel line for pump
- 1 Gasket kit (spares for GHT fittings, pump, suction hose, discharge hoses)

PART 3. LOST/DAMAGED INVENTORY

Any damage or loss of apparatus or equipment shall be immediately reported to the Ministry in writing prior to departure. The Ministry will reimburse or replace uninsured losses suffered by the Contractor while in the service of the Ministry. Uninsured lost or damaged equipment may be replaced in the following ways:

- Items may be replaced with similar quality material from provincial Wild land fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment only if they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 4. RELATED DOCUMENTATION:

The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off. Travel time, travel distance, records of deployment and time active must be recorded and signed off by Ministry representatives. These records shall be provided by the Contractor to the OFC for payment. Failure to submit these reports will delay payment.

PART 5. GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

Schedule B – Fees and Expenses

FEES:

Type II Structure Protection Units (SPU):

Hours per Calendar Day	Deployment Rate	Standby Rate
> 6 - 24 hours	\$ 3,275.00	\$1,500.00
0 - 6 hours	\$ 1,500.00	\$ 750.00

- a) Deployment Rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory inspection to the satisfaction of the Province.
- b) Standby Rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU except as in e) below.
- c) When on standby, the SPU will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- d) Standby must be authorized by the Office of the Fire Commissioner and can be rescinded with twenty-four (24) hours notice.
- e) The Deployment Rate and the Standby Rate of the SPU unit do not apply after the Ministry has request pickup of the SPU by the Contractor, and before the unit is retrieved by the Contractor from the location designated by the Ministry.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel expenses.

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. No receipts are required for meal expenses claimed. At April 1, 2013 the meal allowances are as follows:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

- b. Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. And is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d. Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e. Ferry charges and highway tolls can be claimed if supported by receipts.
- f. Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address
- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
- a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;

- g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
 - h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" - PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) "access" means disclosure by the provision of access;
 - b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- (a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

Fall Line Forestry Limited
7007 3rd Avenue Box 163
Ymir, BC V0G 2K0

(the "Offeror")

BACKGROUND

- A. The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4039 dated for reference April 26, 2013.
- B. The parties entered into a Standing Offer Arrangement SO-C-OFC1415J90001 dated for reference the 25th day of June 2013, (the "Standing Offer").
- C. The Request for Standing Offer solicitation # 4039 allows the Standing Offer SO-C-OFC1415J90001 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SO-C-OFC1415J90001 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.



Modification Agreement [Version Number 1]

SIGNED AND DELIVERED

on the 7 day of Apr, 20 14 on behalf of the
Province by its duly authorized representative

Signature:

Carol McIntosh

Print name:

Carol McIntosh

SIGNED AND DELIVERED

on the 24 day of March, 2014 by or on behalf of the
Contractor (or by its authorized signatory or signatories if
the Contractor is a corporation)

Signature(s):

Stu Malcolmson

Print name(s):

Stu Malcolmson



STANDING OFFER

STRUCTURE PROTECTION CREW SERVICES FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SO-C-OFC1415J90001

THIS STANDING OFFER is made on the 25th day of June, 2013

Fall Line Forestry Limited

7007 3rd Avenue

Box 163

Ymir BC V0G 2K0

Contact Person: Stu Malcolmson

Phone Number: 250-357-2934

After Hours Phone Number: 250-357-2934
s.22

Fax Number: 1-877-533-3508

Email Address: fall.line@hotmail.com

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:

- a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";

- b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- f) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- g) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- h) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- j) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- k) "Services" means those services described in Schedule "A";
- l) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on March 31, 2014 unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

STU MAULMONSON
(Print Name)

[Signature]
(Authorized Signatory)

PRESIDENT
(Print Title)

JUNE 28 2013
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The offer is for Structure Protection Crew Services to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used.

The Ministry has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down is made. At the time of accepting a Draw-Down the Contractor will be Fire Ready.

The Supplier will be requested "as and when required" to do work on a Job-by-Job basis. Once a Supplier is contracted to go to work on a Job, the Contractor will stay on the job until released by the Ministry. If the Supplier is contacted regarding a Job and the Supplier indicates the Supplier has the ability and capacity to perform the Structure Protection Crew Services, the Ministry will submit a Draw-Down and the Contractor will immediately forward to the Ministry a Contract Crew Manifest (see Appendix B).

PART 2 STRUCTURE PROTECTION CREW SERVICE REQUIREMENTS

- 1) **Transport** The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup truckers for its own crew transportation to, from and throughout the worksite. Contractor's vehicles must also include a tow package (c/w heavy duty hitch, light receptacle and electric brakes) and ability to move 16 – 20 ft SPU trailer(s) in and around the worksite. Where access to the worksite is by means other than by motor vehicle, transport will be provided by the Province from the nearest passable road or as otherwise agreed upon, to the worksite. A passable road is defined as a road or trails, which is accessible, by a four-wheel drive motor vehicle. All crew transport vehicles will be four-wheel drive. Vehicles which are seven (7) years or older shall have a valid Government Motor Vehicle Inspection sticker.
- 2) **Supply** When the Ministry determines Structure Protection Crew Services are required, a designated Ministry official will contact a Supplier and confirm the Supplier is able to accept the proposed Draw-Down. Before issuing the Draw-Down, the Ministry and the Supplier will agree on the Structure Protection Crew Services to be described in the Draw-Down. Once a Draw-Down is issued, the Contractor will supply the Province with the Structure Protection Crew Services described in the Draw-Down. All crew(s) drawn down will be self-sufficient for the first 24 hours including overnight equipment.
- 3) **WorkSafe BC Coverage** The Contractor will maintain WorkSafe BC registration in good standing and will comply with the provisions, rules and regulations of the Worker's Compensation Act. Optional personal coverage must be maintained as required by WorkSafe BC. Should the Contractor make any amendments to its coverage, the Contractor will notify the Province in writing immediately describing the nature of the change. The Contractor agrees to supply Occupational First Aid Services and Certification as per the requirements of the WorkSafe BC Regulations and as noted under the applicable personnel and equipment requirements.
- 4) **Instructions** Ministry instructions may be issued verbally or in writing.
- 5) **Radios** The Contractor will supply each crew leader with a handheld radio with spare batteries capable of accessing Ministry radio frequencies. These handheld radios must be compliant with Industry Canada regulations. They will be narrow band capable (12.5 kHz channel spacing) and be capable of accessing the Ministry of Natural Resource Operations (formerly Ministry of Forests) Continuous Tone Coded Squelch System (CTCSS) tones. Use of the 100 Hz provincial tones is no longer acceptable. The Contractor will obtain permission from the Ministry of FLNRO for use of Ministry frequencies. If a Contractor is in more than one Radio area, the Province may issue a province-wide permission. The Province may supply additional radio communications on large job sites if required and subject to their availability. The Contractor is responsible for supplying any equipment necessary for communication between their personnel on the fire line. The Contractor will provide in each vehicle a radio with the local logging road frequencies or the Contractor's vehicle will be restricted to following a radio equipped vehicle on active haul roads. Each driver using the posted radio frequencies shall, according to markers posted at one (1) kilometre-intervals along the road announce his/her position and direction of travel and the road name/number on which he is travelling. In addition to requiring all radios to be properly licensed, the Department of Communications (Canada) has four (4) main rules that must/will be observed.

- a) Radio equipment will not be deliberately operated so as to interfere with another station;
- b) Only transmissions concerned with official fire suppression operations are permitted;
- c) Transmissions are not to contain profane or obscene words; and
- d) Information, other than from a public broadcast, shall not be permitted.

The Ministry of FLNRO prohibits any radio discussion of official policy or personnel matters.

Before using a radio on a Ministry of FLNRO radio system, the operator will know and adhere to the following:

- a) The call sign or station name by which the radio used will be identified, also the call sign or names of stations to be called;
- b) The operating schedule, if any, that will be kept;
- c) The frequency or frequencies authorized for use and how the desired radio contacts are to be made.

Suppliers may request access to the Ministry network by filling out a FS 1109 application for access to the radio system. After acceptance as a Supplier, further information about obtaining Radio Network Access may be available from the Fire Centre.

- 6) **Provincial Equipment and Supplies** Any equipment assigned to the Contractor or requisitioned by the Contractor and approved by the Province will be assigned and requisitioned and returned through the facility lending the equipment. The Contractor will be charged for Provincial equipment for which it is responsible and which is damaged beyond normal wear and tear or lost. If the Province and the Contractor agree, the Contractor may replace lost or damaged Provincial equipment at its own expense. Replaced equipment will be of a quality acceptable to the Province. Where the Contractor negligently caused the loss or damage of Provincial equipment, a deduction will be made for one hundred (100%) percent of the unit value as found in the Ministry of FLNRO Asset Management System. Any expendable Provincial supplies used by the Contractor that the Contractor would normally supply, will be deducted from any invoices owing to the Contractor at the current rate. Any fuel (diesel/regular gas) that the Contractor obtains through the Ministry's Bulk Fuel Storage System will be deducted from the invoice at the current retail fuel dealer price.
- 7) **Personnel Standby** The Province may require crews to be on standby for a specified or unspecified period of time. Each request for standby will be made by a separate Draw-Down and will require the crew to report to the Business Location and be ready to proceed to a job within one half (1/2) hour of receiving the Draw-Down for a fire or project should one be issued. Hours of Standby will be set by the OFC or designate. Once a Contractor is placed on standby, they will remain on standby for a minimum of three (3) days or until such time as they are dispatched to work. When the Contractor is on full or half day standby and is dispatched prior to the end of the shift, standby will be billed at the hourly standby rate from the start of the standby shift, to the time of dispatch (nearest hour). Where the Contractor does not meet the response time requirements of standby, the Ministry will deduct the total standby day rate from the invoice. Once a crew is moved from their Business Location, they are considered to be working and paid accordingly.
- 8) **Crew Dispatch and Recall** The Contractor will ensure that the following items have been completed:
 - a) Draw-Down terms have been discussed and agreed upon by both the Contractor and the designated Ministry official, prior to a crew leaving it's Business Location and proceeding to a job;

- b) On a daily basis, a complete contract Crew Manifest will be delivered to the SPS . Upon returning to the Business Location (at the end of the day or job) the crew leader will ensure that a Daily Time Summary (for each day and each crew) is signed off by both the crew leader and the designated Ministry official (see Appendix D - Daily Time Record).
- 9) **Supplemental Equipment** Where a Contractor is requested by a designated Ministry official to supply supplemental equipment and does so, it will be negotiated under a separate agreement. Rental rates will be described in the "Equipment Rental Rate Guide" (Blue Book) or at a negotiated rate if not provided in the Blue Book.
- 10) **Incident Action Plan** All structure protection actions will be initiated based upon pre-determined, logical incident action plan as determined by the Ministry representative (SPS). Such plans will ensure the safety of all fireline personnel prior to and during all phases of the action. Failure to comply with the above-mentioned instructions may result in the Contract cancellation.
- 11) **Operations and Safety** The Contractor will ensure their crews take annual refresher courses including Basic Fire Suppression or NFPA 1051 and that this is recorded on Personnel Training Records. The Contractor will ensure that all crews are trained and licensed on equipment that they would be expected to operate. The Contractor will conduct all fire fighting operations in accordance with the S-100 Student Handbook including Basic Fire Suppression and Safety and the Contractor's Safe Work Procedures. Any changes to the Contractor's Safe Work Procedures will be forwarded to the Ministry.
- 12) **Services to Other Government Agencies** If a government agency requests that the Ministry provide fire or other response services, the Ministry may send a Draw-Down for those Structure Protection Crew Services to the Contractor.
- 13) **Reporting and Records** In the case where the Contractor's crew is the first crew arriving at the fire site the Task Force Leader/Crew Leader will receive written or verbal Ministry instructions.

The Task Force Leader/Crew Leader working on a fire or patrolling a fire will be required to keep both a daily diary of objectives and accomplishments and a map noting the same.

Daily Time Records will be submitted to the OFC with the invoice for payment (failure to submit these reports will delay payment).

- 14) **Inspection of Fire Operations** When the Contractor's crew has met the set objectives given on the fire, the Task Force Leader/Crew Leader must contact the Structure Protection Specialist (Ministry official) in charge for inspection and further assignment or release.
- 15) **Fire Crew Movements by Aircraft** The following rules will be strictly enforced when fire crew's movement is by aircraft and the Contractor is responsible for advising its personnel:
 - a) Total weight of all personal gear (including boots, hard hats etc.) is not to exceed 45 lbs per person. Gear will be weighed prior to loading and excess baggage will be left behind;
 - b) Only items essential to the job will be transported (e.g. no Portable Stereos, Guitars etc.);
 - c) All personal gear will be properly packaged for transport. No garbage bags for clothes. No boots or hard hats tied to the outside of the backpack;

- d) Dangerous Goods or flammable liquid including such items as flares, bear bangers, pepper spray etc. will not be transported on the same aircraft as passengers;
- e) All baggage will have identification tags and show weight for each bag clearly marked.
- f) All personnel may be required to be weighed prior to movement by aircraft.

Failure to comply with these rules will result in the baggage not being loaded and the baggage owner may also be prohibited from boarding the aircraft.

- 16) **First Aid Requirements** It is the Contractor's responsibility to supply the WorkSafe BC first aid requirements for the individual crew sizes supplied.
- 17) **Ministry Supplied Fire Camp** The Ministry may require contract fire crews to stay in a Ministry supplied fire camp. A Contractor will not be charged room and board for its crews when they are working on a job and are required by the Ministry to stay in a camp supplied by the Ministry. Prior written approval of the Incident Commander will be obtained for any person who is not working to stay in a Ministry camp, and a charge of \$60.00 per person, per day, will be deducted from the Contractor's invoice.
- 18) **Supplier Training Records** The Supplier will keep and up-date all crew training records and these records will be available for review by the Ministry. The Supplier will keep up-to-date records of all crew fitness tests.
- 19) **Standards of Conduct** The Contractor will ensure individuals treat each other with respect and dignity and will not engage in discrimination or harassment based on any prohibited grounds covered by the Human Rights Code.

Any person or crew found with illegal drugs or alcohol or under the influence of the same will be removed immediately from the operation and the Contract will be terminated and the Standing Offer may be set aside.
- 20) **Contractor's Equipment** The Contractor will be responsible for any damage or loss of the Contractor's equipment.
- 21) **Personnel Manifest** The Contractor will fax a personnel manifest to the OFC before the personnel depart and they will retain a copy to give to the Incident Commander or designate upon arrival.

PART 3 CREW CRITERIA

Part 3.1 Crew Member Qualifications

The Contractor will ensure that the following positions are held by individuals with the described qualifications:

A. Captain (Crew Leader)

Successful completion of the following:

- a) NFPA 1001 FF 2 or equivalent or three (3) years satisfactory experience as a crew leader on a SPU fire crew member or a equivalent combination of experience and training;

- b) NFPA 1051 Wildland Fire Fighter I or S-100/S-185 or equivalent;
- c) ICS-100 ICS Orientation
- d) ICS-200 Basic ICS
- e) S-115 Structure and Site Preparation
- f) Hinton Forestry Training School - Principles of Fire Behaviour CD-Rom or equivalent;
- g) Hinton Forestry Training School - Wildland Fire – Safety on the fire line or equivalent;
- h) Acted as Captain at a recognized department OR two (2) years satisfactory experience as a fire fighter or SPU fire crew member or a equivalent combination of experience and training;

B. Fire Fighter – NFPA training standard introduction schedule.

All fire crew members must have initiated or completed NFPA 1001 Fire Fighter 1 certification or Basic Fire Fighter Training or equivalent. Where equivalency is requested it is in the sole decision of the OFC to determine what training constitutes equivalency.

Fire Fighter – NFPA training requirements	Fire Fighter – S-Series training requirements
Successful initiation or completion of the following:	Successful completion of the following:
- NFPA 1001 Fire Fighter I Certification or equivalent;	- S-100 - Basic Fire Suppression and Safety or equivalent;
- NFPA 1051 Wildland Fire Fighter I or equivalent (S-115);	- S-185 – Fire Entrapment Avoidance;
- Incident Command System (ICS 100);	- S-115 Structure and Site Preparation or equivalent;
	- Incident Command System (ICS 100);

Note:

Work Safe BC requires that workers who will be involved in the transportation of dangerous goods will be in possession of a Transportation of Dangerous Goods Certificate. All other workers are required to attend a WHMIS course;

Part 3.2 Crew Member Specifications

The following Crew Specifications must be met:

5 Person Crew

1 Crew Leader;

4 Fire Fighters

One of the five-person crew will be the First Aid Attendant Level 1 with Transport Endorsement or First Responder certification;

One person will be a qualified power saw operator;

Part 3.3 Minimum Equipment Requirements

- a. The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup trucks for its own crew lead and crew transportation to, from and throughout the worksite. Contractor's vehicles must include:
 - i. Trailer package with 2" ball
 - ii. Mobile road radio (back board or suitcase type acceptable)
 - iii. Mobile GPS unit
 - iv. Level 1 first aid kit
 - v. Cargo net
 - vi. 2 pair of ratchet tie downs
 - vii. Chainsaw Min. 57 cc c/w 20 inch/51cm bar
 - Chainsaw gas 5 L
 - Chainsaw oil 4 L
 - Chaps
 - Bar wrench, grease gun, and spare spark plug
 - Files for chain and rakers; and a chain filing gauge
- b. All First Aid equipment, Emergency Transport Vehicles (ETV), Mobile Transport (MTC) and First Aid Attendant qualification levels will be supplied by the Contractor as per the Worker's Compensation Board Occupational First Aid Regulations;
- c. The Contractor will ensure that each crewmember will have the following items:
 - i. 1 - Day/fire line backpack
 - ii. Flame resistant coveralls, or pants and shirt
 - iii. Hardhat
 - iv. Hi visibility vest
 - v. Work gloves
 - vi. Eye protection
 - vii. CSA approved footwear
 - viii. 1 – 4 inch/10 cm compress dressing
 - ix. Food and water for 24 hours
 - x. Overnight gear c/w sleeping bag and pup tent
 - xi. - Hearing protection
 - xii. - 1 Sunscreen
 - xiii. - 2 Insect repellent
 - xiv. - Headlamp with spare batteries

3.3.1 Structure Triage Assessment Equipment Kits

In addition, the Contractor will ensure the following minimum equipment is provided for each crew identified:

- a) 1 Ladder rack fabricated of metal on 1 of the pickups
- b) 5 Handheld radios with FLNRO & OFC Frequencies
- c) 2 Digital cameras (SD Card Media)
- d) 1 Handheld compass
- e) 2 Firefighting shovels
- f) 2 Pulaskis
- g) MacLeod tool
- h) Backpack pump
- i) Handheld GPS unit

PART 4 GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

SCHEDULE B – FEES AND EXPENSES

FEES:

Crew Size	Half Day Rate per Crew 6 hrs or less in a Calendar day	Full Day Rate Per Crew (> 6-12 hours in a Calendar Day)	Hourly Rate Per Crew (over 12 hrs in a Calendar Day)	Full Day Standby Rate per Crew (12 hrs in a Calendar Day)
5 person Crew	\$1,800	\$3,600	\$425	\$1800

1. Travel time both ways between the worksite and the Business Location will be considered hours worked. The Contractor and a designated Ministry official will mutually agree on starting and finishing times. Where, through no fault of the Contractor, a workday is shortened:

to less than ½ a workday, it will be billed at no less than ½ (one half) workday;

or to less than a full workday but more than a ½ work day, it will be billed as a full day.

A work day is twelve (12) working hours in a calendar day, including travel time and coffee breaks. Meal breaks are not included in the work day. Where the Contractor's crew continue to work beyond the normal 12 hour work day, all additional hours will be paid at the hourly rate over 12 hours until the end of the shift (maximum of 24 hours less meal breaks). Contract crews must take a minimum of one ½ hour meal break per shift. This break must be recorded in the daily time sheet. Further breaks will be taken after every 5 hours working on the fire line. Time spent in camp or on "off-hours" will not be classified as working time and will not be paid. See Part 2, Section (21) "Ministry Supplied Fire Camp" in schedule 'A'. In certain remote camp situations the Ministry may negotiate different duty days than those submitted in the Safe Work Procedures.

2. The hourly standby rate will be calculated at \$180 per hour.
3. Where a crew is on standby and is dispatched prior to the end of the standby shift, the actual hours on standby will be billed at the appropriate hourly standby rate.
4. In the event the Contractor, without the consent of the Ministry, does not supply the Structure Protection Crew Services described in the Draw-Down, the Ministry will be at liberty to seek all remedies including those contemplated under the Standing Offer.

In the event the Contractor does not supply all the Structure Protection Crew Services described in the Draw-Down, the Ministry will deduct from any payment owed to the Contractor the amount of the missed Structure Protection Crew Service and a pre-estimation of liquidated damages of ten (10%) percent of the total offered daily rate.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

- a) **Provided Food, Lodging, Commissary and Miscellaneous Expenses** At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor is authorized to supply meals and lodging beyond the 24 hours. If authorized, accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. When convenient, the Ministry may make lodging accommodations for the Contractor.

If the Ministry authorization is given for the Contractor to supply meals, then the following amounts will be allowed:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor will be required to set up their own field camp.

The Contractor is responsible for their employees' commissary.

Contractors' should consider obtaining additional travel/medical coverage for their crew(s) for non-work related medical expenses where the medical aid could come from outside the Province.

- b) Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. The vehicle mileage allowance is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c) The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d) Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e) Ferry charges and highway tolls can be claimed if supported by receipts.
- f) Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address

- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.
- h) Invoices and timesheets described in Appendices C and D will be sent by the Contractor to the Ministry. Invoices will be prepared in accordance with Appendix C. A completed Daily Time Record (Appendix D) will be attached to the Contractor's invoice. Failure to attach daily time sheets will result in delays in processing the invoice.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Ministry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes 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 you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.

22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
 - a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to

your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
 - g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;

- h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) "access" means disclosure by the provision of access;
 - b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
 - a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX B - SAMPLE CREW MANIFEST DOCUMENT

The Crew Manifest Document is as follows:

Date: _____

Contractor Name: _____

Contractor Crew Name: _____

Incident # _____

Contractor Safe Work Duty Day Limit: _____

Resource Request # _____

Name of Ministry Representative

making draw down _____

Crew Member Name	Identify Fire Line Position including Crew Leader (Captain) or Crew Member (Fire Fighter)	Employee Duty Days as of today

Radio Call Sign: _____

I certify that the above crew information is accurate and all personnel are properly trained and equipped.

Contractor's Signature: _____

Contractor's Title (printed): _____

Contractor's Name: (printed): _____

APPENDIX C - INVOICING AND DAILY TIME SHEET REQUIREMENTS

Invoice information requirements:

Standing Offer # _____

Project Number: _____

Fire Name: _____

Contractor Name: _____

Contractor Contact Person: _____

Company Address: _____

Company Phone Number: _____

Company Fax Number: _____

Date of Invoice: _____

For Date: _____ Start: _____ End: _____ Total Hours: _____

Daily breakdown of service provided: Crew size, number of crews provided, hours of work, daily/hourly rate (either day rate or standby rate), line by line total for each crew size, overtime (approved), approved travel time, _____

Additional equipment authorized to be used (individual identified) with the approved rate.

Attach **Ministry (OFC Representative) signed Daily Time Sheets**

Daily Time Sheets – original daily time sheets will reside with the Fire Crew representative at time of signing.

Invoices not meeting this requirement may be delayed in payment due to the verification process required.

Contractors are not eligible for overdue interest payments where the delay is the result of the Contractor's failure to provide adequate information.

APPENDIX D - DAILY TIME RECORD

Original copy to the OFC Representative signing the Daily Time Reports.

Duplicate copy to be attached to the invoice.

DAILY TIME REPORT (SAMPLE)

Company or Individual Name: _____

Incident Number: _____

Date: _____

Individual Name	Fire Line Position	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Init

Equipment Type	Yr/Size	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Kms

Accommodation Contractor: Camp: Ministry: Hotel Name:		Meals Contractor: (circle) B L D Camps/Ministry: (circle) B L D	
Contractor Rep or Individual Signature:		Time Recorder:	
OFC Rep / Receiving Authority:	Emp. #	Print Name	
Comments:			



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

C&V Sales Ltd.
10109 Alaska Road
Fort St John, BC V1J 1A9

(the "Offeror")

BACKGROUND

- A. The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4038 dated for reference April 26, 2013.
- B. The parties entered into a Standing Offer Arrangement SP-U-OFC1415J90006 dated for reference the 25th day of June 2013, (the "Standing Offer").
- C. The Request for Standing Offer solicitation # 4039 allows the Standing Offer SP-U-OFC1415J90006 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SP-U-OFC1415J90006 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.



Modification Agreement [Version Number 1]

SIGNED AND DELIVERED

on the 7 day of Apr, 20 14 on behalf of the
Province by its duly authorized representative

Signature:

Carol McElintock

Print name:

Carol McElintock

SIGNED AND DELIVERED

on the 26 day of March 20 14 by or on behalf of the
Contractor (or by its authorized signatory or signatories if
the Contractor is a corporation)

Signature(s):

[Signature]

Print name(s):

LORNE CLARKSON



STANDING OFFER
STRUCTURE PROTECTION UNITS
FOR
MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SP-U-OFC1415J90006

THIS STANDING OFFER is made on the 25th day of June, 2013

C&V Sales Ltd. DBA C&V Trailer Sales
10109 Alaska Road
Fort St. John BC
Mailing Address: PO Box 831, Charlie Lake BC V0C 1H0

Contact Person: Lorne Clarkson
Phone Number: 250-785-6780
After Hours Phone Number: 1-877-785-6780

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Fax Number: 250-785-6798
Email Address: Lorne.fire@telus.net

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the Proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;

- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:

- a) The Proponent will provide the Services set out in Schedule A;
- b) A Contract is formed on receipt by the Proponent of the Draw-Down;
- c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
- d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
- e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
- f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
- g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
- h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
- i) The terms and conditions set out in Schedule "C" will apply to each Contract.

4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - iv. and include but is not limited to:
 1. Products and Completed Operations Liability;
 2. Owner's and Contractor's Protective Liability;
 3. Contingent Employer's Liability;
 4. Blanket Written Contractual Liability;
 5. Personal Injury Liability;
 6. Non-owned Automobile Liability;
 7. Employees as Additional Insured's;
 8. Broad Form Property Damage; and
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.

11. The Contractor must provide the Province with evidence of all required insurance as follows:
- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

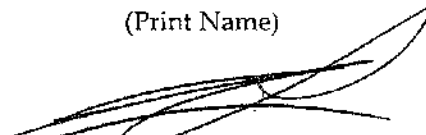
Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

LORNE CLARKSON
(Print Name)


(Authorized Signatory)

PRESIDENT
(Print Title)

July 4/13
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals as described in Part 2 of this Schedule. The SPU's are used by Ministry personnel to protect structures from wild land urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Part 2 of Schedule "A".
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Part 2 of this Schedule. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the Motor Vehicle Act.
- Delivery of SPU to the location as requested by the Ministry. No Contractor attendant is required and such attendance would be optional at the Contractor's expense. The Contractor will be contacted and informed when the SPU is ready to be picked up and the location where it can be retrieved. The contractor will pick up the SPU from the location determined by the Ministry in a timely manner.

PART 2. STRUCTURE PROTECTION UNIT MINIMUM EQUIPMENT REQUIREMENTS

Note: New Type 2 SPU's to meet the following inventory requirements listed below.

- a. Ensure all QC (Quick Couple) connectors are ULC rated.

Existing Type 2 SPU's may meet equivalent requirements as per the following 4 points:

- b. 5/8 "/16mm hose lengths add up to total number of feet until excess short hose wears out.
- c. Upgrade to lined percolating 1.5"/38mm hose as other hose types wears out.
- d. 1.5 "/38mm hose lengths add up to total length identified.
- e. Any medium sprinklers (3/4"/19mm) will be counted as small sprinklers for total numbers

Category	Item	Description	Unit	Type 2
Pumps	Mark 3 or Wick 375	High pressure 2 stroke	#	4
	BB 4	High pressure 4 stroke	#	0
	Pump Tool Kit	As per contents list on pages 6 & 7	#	4
	2"/51mm Suction hose x 10ft/3.2m	c/w aluminum foot valve & strainer	#	4
	Fuel cans	25 L. Gerry cans	#	8
	Fuel lines	Single can	#	2 spare & Pump box
	Extra Fuel lines	Dual fuel line for pumps	#	5
	Mix oil	12 L Case 2 cycle oil	#	2
Hose	2.5"/64mm diameter	50 ft /15.2m BCT cplgs. 600psi/4200kPa	lengths	20
(BCT = BC Thread)	1.5"/38mm diameter lined percolating	100 ft/30.5m QC 300psi/2100kPa	lengths	25
(QC = Quick Couple)	1.5"/38mm diameter lined percolating	50 ft/15.2m QC 300psi/2100kPa	lengths	50
(GHT = Garden Hose Thread)	Econo 5/8 "/16mm diameter hose	50 ft/15.2m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	150
	Econo 5/8 "/16mm diameter hose	30 ft/9.1m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
	Econo 5/8 "/16mm diameter hose	15 ft/4.6m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
Nozzles	1.5"/38mm QC	Multi-orifice aluminum 4 in 1 (i.e. Hansen)	#	Pump box
	3/4 "/19mm GHT thread	Brass	#	5
Valves	1.5"/38mm	3 way QC c/w shutoff	#	30
Sprinklers	Roof butterfly 1/2"/13mm head	39.5"/1m OAL aluminum pole c/w 3/4"/19mm M x F GHT threads (4.3gpm/19.5lpm @ 50psi/345kPa = 26'/7.9m wetted radius)	heads	30
	Large 1"/25mm	1/2"/13mm steel dual step spike, brass head, full circle impact (7/32"/5.6mm nozzle, 7.8gpm/35.5lpm @ 50psi/345kPa = 55'/16.8m wetted radius) Or (3/16"/4.8mm nozzle, 5.8gpm/26.4lpm @ 50psi/345kPa = 51'/15.5m wetted radius)	heads	50

	Medium	¾"/19mm	heads	0
	Small ½"/13mm	½"/13mm steel dual step spike, brass head, full circle impact (5/32"/4mm nozzle, 4.3gpm/19.5lpm @ 50psi/345kPa = 41'/12.5m wetted radius) Or (7/64"/2.8mm nozzle, 2.0gpm/9.1lpm @ 50psi/345kPa = 36'/11m wetted radius)	heads	50
Water thieves	2.5"/64mm M x F BAT thread x 1.5"/38mm QC	Pyrolite	#	15
	1.5"/38mm QC x ¾"/19mm male GHT c/w shutoff	Pyrolite or plastic	#	100
Adapters	Hydrant Kit	4"/102mm storz to 2.5"/64mm BCT male	#	0
		5"/127mm storz to 2.5"/64mm BCT male	#	0
		2.5"/64mm hydrant gate valve F x M BCT	#	2
		2.5"/64mm F BCT X 2"/51mm FNPT SSW pyrolite	#	0
		2.5"/64mm x 1.5"/51mm P100A light gated wye	#	0
		2.5"/64mm BCT pyrolite wye	#	0
		2.5"/64mm BCT plain pyrolite Siamese	#	0
		2.5"/64mm BCT double female coupling	#	1
		2.5"/64mm BCT double male coupling	#	1
		2.5"/64mm BCT gated wye	#	1
		2.5"/64mm BCT to 1.5"/38mm QC	#	5
		Hydrant wrench	#	2
	Miscellaneous ¾"/19mm GHT (Econo)	3 way ¾"/19mm GHT individually gated	#	20
		¾"/19mm GHT double female adaptor	#	25
		1.5"/38mm QC x ¾"/19mm GHT male reducers	#	5
		1.5"/38mm QC x ¾"/19mm GHT female increasers	#	5
		Washer pack	#	Pump box
		¾"/19mm GHT Ball valve shutoffs	#	10
	¾"/19mm Rebar	8 ft/2.4m lengths to raise sprinklers	#	0
Bladders	Portable tank	2500 imp. gal. /11,365L.	#	1
<i>For Type 2 SPU's</i>	<i>Recommend lime</i>	<i>green for any new tanks</i>	<i>for</i>	<i>ID</i>
	Drain valve kit	3"/76mm M to 2"/64mm M drain valve assembly c/w shutoff	#	1
		1.5"/38mm female to 3"/76mm male	#	0
		1.5"/38mm female to 2"/51mm male	#	0
Foam Kit	Fast Foam c/w cartridges	1.5"/38mm QC nozzle	#	0
		¾"/19mm GHT nozzle	#	0
Ladders	Extension	24 ft/7.3m Grade A	#	1
	Combo step/ext	8 ft/2.4m – 13 ft/4m	#	0
	Roof	16 ft/4.9m	#	0
	Step	4 ft/1.2m for shelves	#	0
Lighting kit	Generator	2,500 watt	#	1
	Halogen yard light	Double head c/w stand or sim.	#	2
	Extension cord	50 ft/15.2m	#	2
	Power bars		#	1
	Halogen spot light		#	0

	Headlamps		#	0
	Batteries	AAA or AA for headlamps	#	0
FF tools	Shovels		#	1
	Pulaskis		#	1
	McLeod tool		#	1
	Axe	2.5 lb./1.1kg 28"/71cm handle	#	1
	Backpack pump	5 gal/22L collapsible	#	1
Radios	Mobile	In office	#	0
	Repeater	In office	#	0
	Handheld	c/w chargers, antenna, case	#	0
Impact tool kit	Impact driver	c/w case, charger, 2 batteries, bit set	#	2
Carpenters tool kit	Tool box		#	2
	Tool belt	4 pocket	#	2
	Claw hammer		#	2
	Pry bar	18"/46cm	#	2
	Staple gun	(or hammer) c/w staples	#	2
	Vice grips	Needle nose 7"/18cm	#	0
	Pliers	Linesman 6"/15cm	#	0
	Pliers	Fencing 10"/25cm	#	0
	Pliers	Side cutters 8"/20cm	#	0
	Pliers	Channel lock 10"/25cm	#	2
	Olfa cutter	Heavy duty c/w blades	#	0
	Screwdriver	Multi	#	1
	Wrench	Crescent 6"/15cm	#	2
	Wrench	Crescent 10"/25cm	#	2
	Wrench	Pipe 14"/36cm	#	2
	Conduit clamps	50 - 3/8"/9.5mm in bag	bag	4
	Pipe strapping	rolls	#	1
	Tin snips	+/- 10"/25cm	#	1
	Screws	100 - 1 3/4"/44mm	bag	4
	Nails	50 - 2 1/4"/57mm common	bag	0
	Nails	50 - 2 1/2"/64mm duplex	bag	4
	Saw	Carpenter hand	#	1
	Circular saw, wood	Electric - cordless	#	1
Poly	Rolls	200 ft/61m X 6mil	#	2
Sign boards	Chloroplast/Felt marking pens	2 ft/61cm x 2 ft/61cm blank	#	20
Tape		Flagging	Rolls	5
		Teflon	Rolls	2
		Duct	Rolls	2
		Electrical	Rolls	2
Rags		Box	Kg.	2
Misc tools	Rake	Garden	#	0
	Rake	Leaf	#	1
	Broom	Push	#	1
	Broom	Corn	#	0
	Cutters	Bolt 24"/61cm or 36"/91cm	#	1
	Bottle jack	6 ton hydraulic	#	0
Trailer misc	Tie downs	15"/38cm bungee cords	#	5
		20"/51cm bungee cords	#	5
		30"/76cm bungee cords	#	5
		Cargo shelf strap 6 ft/1.8m	#	5
	Tie down straps	Ratchet	pairs	1
	Shelving hardware	Slotted angle	box	0
Rope	Poly rope -3/8 " /9.5mm	Roll	#	1
Safety items	Safety vest	Hi viz	#	0

	Repellent	Insect	#	0
	Fire extinguisher	5 lb/2.2kg	#	1
	First aid kit	Level 1	#	1
	Sign	Caution w/stand/flag	#	0
	Cones	Safety marker 18"/46cm	#	2
	Hose ramps		#	0
Chainsaw kit	Chainsaw	Min. 57 cc c/w 20"/51cm bar	#	1
	Chainsaw gas can	5 L	#	1
	Chain oil	4 L	#	1
	PPE	Chaps, regular	#	1
	Tool kit	Bar wrench, grease gun, spare spark plug, chain filing gauge	#	1
	Files	Chain & Raker	#	2
Miscellaneous	Machete	24"/60 cm	#	1

Type 2 SPU Pump Tool Box contents:

- 1 Tool box, for storage of following
- 1 Aluminium ball back check valve for discharge side of pump QC
- 1 Spark plug, spare for pump
- 1 Rewind rope, spare for pump
- 1 Mesh wire screen to wrap foot valve
- 1 Water thief 1.5 "/38mm QC to ¾ "/19mm GHT c/w shutoff
- 1 ¾ "/19mm brass nozzle
- 1 1.5 "/38mm QC 10 ft/3.2m high pressure (450psi/3150kPa) "pony" hose for tandem hookup or first length before back check valve
- 1 1.5"/38mm QC nozzle, 4 in 1 multi-orifice (i.e. Hansen)
- 1 Priming bucket, collapsible
- 1 3 way valve with shutoff 1.5 "/38mm QC
- 1 Mini grease gun for pump
- 1 Tool kit appropriate for pump (consult MFG and need to be listed)
- 1 Hose wrench for suction hose
- 1 Tandem adaptor 2"/51mm F NPSH x 1.5" QC to run 2 pumps in series
- 1 1.5 "/38mm male adaptor NPSH x QC
- 1 1.5 "/38mm female adaptor NPSH x QC
- 1 Single fuel line for pump
- 1 Gasket kit (spares for GHT fittings, pump, suction hose, discharge hoses)

PART 3. LOST/DAMAGED INVENTORY

Any damage or loss of apparatus or equipment shall be immediately reported to the Ministry in writing prior to departure. The Ministry will reimburse or replace uninsured losses suffered by the Contractor while in the service of the Ministry. Uninsured lost or damaged equipment may be replaced in the following ways:

- Items may be replaced with similar quality material from provincial Wild land fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment only if they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 4. RELATED DOCUMENTATION:

The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off. Travel time, travel distance, records of deployment and time active must be recorded and signed off by Ministry representatives. These records shall be provided by the Contractor to the OFC for payment. Failure to submit these reports will delay payment.

PART 5. GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

Schedule B – Fees and Expenses

FEES:

Type II Structure Protection Units (SPU):

Hours per Calendar Day	Deployment Rate	Standby Rate
> 6 - 24 hours	\$ 3,275.00	\$1,500.00
0 - 6 hours	\$ 1,500.00	\$ 750.00

- a) Deployment Rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory inspection to the satisfaction of the Province.
- b) Standby Rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU except as in e) below.
- c) When on standby, the SPU will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- d) Standby must be authorized by the Office of the Fire Commissioner and can be rescinded with twenty-four (24) hours notice.
- e) The Deployment Rate and the Standby Rate of the SPU unit do not apply after the Ministry has request pickup of the SPU by the Contractor, and before the unit is retrieved by the Contractor from the location designated by the Ministry.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel expenses.

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. No receipts are required for meal expenses claimed. At April 1, 2013 the meal allowances are as follows:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

- b. Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. And is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d. Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e. Ferry charges and highway tolls can be claimed if supported by receipts.
- f. Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address
- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
- a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
- a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
- a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;

- g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
 - h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) **"access"** means disclosure by the provision of access;
 - b) **"Act"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- (a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

First Call Fire Services Ltd
950-9th Green Drive
Kamloops, BC V2H 1T9

(the "Offeror")

BACKGROUND

- A. The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4039 dated for reference April 26, 2013.
- B. The parties entered into a Standing Offer Arrangement SO-C-OFC1415J90003 dated for reference the 25th day of June 2013, (the "Standing Offer").
- C. The Request for Standing Offer solicitation # 4039 allows the Standing Offer SO-C-OFC1415J90003 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SO-C-OFC1415J90003 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.



Modification Agreement [Version Number 1]

SIGNED AND DELIVERED

on the 7 day of Apr, 2014 on behalf of the
Province by its duly authorized representative

Signature:

Carol McInnis

Print name:

Carol McInnis

SIGNED AND DELIVERED

on the 20 day of MAR, 2014 by or on behalf of the
Contractor (or by its authorized signatory or signatories if
the Contractor is a corporation)

Signature(s):

Steve Butchart

Print name(s):

Steve Butchart



STANDING OFFER

STRUCTURE PROTECTION CREW SERVICES FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SO-C-OFC1415J90003

THIS STANDING OFFER is made on the 25th day of June, 2013

First Call Fire Services Ltd
1623 Cheakamus Drive
Kamloops BC V2E 2T6

Contact Person: Stephen Butchart
Phone Number: 250-819-3473
After Hours Phone Number: 250-819-3473

s.22

Fax Number: N/A
Email Address: swbutch@yahoo.com

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";

- b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- f) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- g) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- h) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- j) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- k) "Services" means those services described in Schedule "A";
- l) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

- 12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

Termination


- 13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

Stephen Butchart
(Print Name)

Owner
(Print Title)


(Authorized Signatory)

June 29, 2013
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The offer is for Structure Protection Crew Services to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used.

The Ministry has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down is made. At the time of accepting a Draw-Down the Contractor will be Fire Ready.

The Supplier will be requested "as and when required" to do work on a Job-by-Job basis. Once a Supplier is contracted to go to work on a Job, the Contractor will stay on the job until released by the Ministry. If the Supplier is contacted regarding a Job and the Supplier indicates the Supplier has the ability and capacity to perform the Structure Protection Crew Services, the Ministry will submit a Draw-Down and the Contractor will immediately forward to the Ministry a Contract Crew Manifest (see Appendix B).

PART 2 STRUCTURE PROTECTION CREW SERVICE REQUIREMENTS

- 1) **Transport** The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup truckers for its own crew transportation to, from and throughout the worksite. Contractor's vehicles must also include a tow package (c/w heavy duty hitch, light receptacle and electric brakes) and ability to move 16 – 20 ft SPU trailer(s) in and around the worksite. Where access to the worksite is by means other than by motor vehicle, transport will be provided by the Province from the nearest passable road or as otherwise agreed upon, to the worksite. A passable road is defined as a road or trails, which is accessible, by a four-wheel drive motor vehicle. All crew transport vehicles will be four-wheel drive. Vehicles which are seven (7) years or older shall have a valid Government Motor Vehicle Inspection sticker.
- 2) **Supply** When the Ministry determines Structure Protection Crew Services are required, a designated Ministry official will contact a Supplier and confirm the Supplier is able to accept the proposed Draw-Down. Before issuing the Draw-Down, the Ministry and the Supplier will agree on the Structure Protection Crew Services to be described in the Draw-Down. Once a Draw-Down is issued, the Contractor will supply the Province with the Structure Protection Crew Services described in the Draw-Down. All crew(s) drawn down will be self-sufficient for the first 24 hours including overnight equipment.
- 3) **WorkSafe BC Coverage** The Contractor will maintain WorkSafe BC registration in good standing and will comply with the provisions, rules and regulations of the Worker's Compensation Act. Optional personal coverage must be maintained as required by WorkSafe BC. Should the Contractor make any amendments to its coverage, the Contractor will notify the Province in writing immediately describing the nature of the change. The Contractor agrees to supply Occupational First Aid Services and Certification as per the requirements of the WorkSafe BC Regulations and as noted under the applicable personnel and equipment requirements.
- 4) **Instructions** Ministry instructions may be issued verbally or in writing.
- 5) **Radios** The Contractor will supply each crew leader with a handheld radio with spare batteries capable of accessing Ministry radio frequencies. These handheld radios must be compliant with Industry Canada regulations. They will be narrow band capable (12.5 kHz channel spacing) and be capable of accessing the Ministry of Natural Resource Operations (formerly Ministry of Forests) Continuous Tone Coded Squelch System (CTCSS) tones. Use of the 100 Hz provincial tones is no longer acceptable. The Contractor will obtain permission from the Ministry of FLNRO for use of Ministry frequencies. If a Contractor is in more than one Radio area, the Province may issue a province-wide permission. The Province may supply additional radio communications on large job sites if required and subject to their availability. The Contractor is responsible for supplying any equipment necessary for communication between their personnel on the fire line. The Contractor will provide in each vehicle a radio with the local logging road frequencies or the Contractor's vehicle will be restricted to following a radio equipped vehicle on active haul roads. Each driver using the posted radio frequencies shall, according to markers posted at one (1) kilometre-intervals along the road announce his/her position and direction of travel and the road name/number on which he is travelling. In addition to requiring all radios to be properly licensed, the Department of Communications (Canada) has four (4) main rules that must/will be observed.

- a) Radio equipment will not be deliberately operated so as to interfere with another station;
- b) Only transmissions concerned with official fire suppression operations are permitted;
- c) Transmissions are not to contain profane or obscene words; and
- d) Information, other than from a public broadcast, shall not be permitted.

The Ministry of FLNRO prohibits any radio discussion of official policy or personnel matters.

Before using a radio on a Ministry of FLNRO radio system, the operator will know and adhere to the following:

- a) The call sign or station name by which the radio used will be identified, also the call sign or names of stations to be called;
- b) The operating schedule, if any, that will be kept;
- c) The frequency or frequencies authorized for use and how the desired radio contacts are to be made.

Suppliers may request access to the Ministry network by filling out a FS 1109 application for access to the radio system. After acceptance as a Supplier, further information about obtaining Radio Network Access may be available from the Fire Centre.

- 6) **Provincial Equipment and Supplies** Any equipment assigned to the Contractor or requisitioned by the Contractor and approved by the Province will be assigned and requisitioned and returned through the facility lending the equipment. The Contractor will be charged for Provincial equipment for which it is responsible and which is damaged beyond normal wear and tear or lost. If the Province and the Contractor agree, the Contractor may replace lost or damaged Provincial equipment at its own expense. Replaced equipment will be of a quality acceptable to the Province. Where the Contractor negligently caused the loss or damage of Provincial equipment, a deduction will be made for one hundred (100%) percent of the unit value as found in the Ministry of FLNRO Asset Management System. Any expendable Provincial supplies used by the Contractor that the Contractor would normally supply, will be deducted from any invoices owing to the Contractor at the current rate. Any fuel (diesel/regular gas) that the Contractor obtains through the Ministry's Bulk Fuel Storage System will be deducted from the invoice at the current retail fuel dealer price.
- 7) **Personnel Standby** The Province may require crews to be on standby for a specified or unspecified period of time. Each request for standby will be made by a separate Draw-Down and will require the crew to report to the Business Location and be ready to proceed to a job within one half (1/2) hour of receiving the Draw-Down for a fire or project should one be issued. Hours of Standby will be set by the OFC or designate. Once a Contractor is placed on standby, they will remain on standby for a minimum of three (3) days or until such time as they are dispatched to work. When the Contractor is on full or half day standby and is dispatched prior to the end of the shift, standby will be billed at the hourly standby rate from the start of the standby shift, to the time of dispatch (nearest hour). Where the Contractor does not meet the response time requirements of standby, the Ministry will deduct the total standby day rate from the invoice. Once a crew is moved from their Business Location, they are considered to be working and paid accordingly.
- 8) **Crew Dispatch and Recall** The Contractor will ensure that the following items have been completed:
 - a) Draw-Down terms have been discussed and agreed upon by both the Contractor and the designated Ministry official, prior to a crew leaving it's Business Location and proceeding to a job;

- b) On a daily basis, a complete contract Crew Manifest will be delivered to the SPS . Upon returning to the Business Location (at the end of the day or job) the crew leader will ensure that a Daily Time Summary (for each day and each crew) is signed off by both the crew leader and the designated Ministry official (see Appendix D - Daily Time Record).
- 9) **Supplemental Equipment** Where a Contractor is requested by a designated Ministry official to supply supplemental equipment and does so, it will be negotiated under a separate agreement. Rental rates will be described in the "Equipment Rental Rate Guide" (Blue Book) or at a negotiated rate if not provided in the Blue Book.
- 10) **Incident Action Plan** All structure protection actions will be initiated based upon pre-determined, logical incident action plan as determined by the Ministry representative (SPS). Such plans will ensure the safety of all fireline personnel prior to and during all phases of the action. Failure to comply with the above-mentioned instructions may result in the Contract cancellation.
- 11) **Operations and Safety** The Contractor will ensure their crews take annual refresher courses including Basic Fire Suppression or NFPA 1051 and that this is recorded on Personnel Training Records. The Contractor will ensure that all crews are trained and licensed on equipment that they would be expected to operate. The Contractor will conduct all fire fighting operations in accordance with the S-100 Student Handbook including Basic Fire Suppression and Safety and the Contractor's Safe Work Procedures. Any changes to the Contractor's Safe Work Procedures will be forwarded to the Ministry.
- 12) **Services to Other Government Agencies** If a government agency requests that the Ministry provide fire or other response services, the Ministry may send a Draw-Down for those Structure Protection Crew Services to the Contractor.
- 13) **Reporting and Records** In the case where the Contractor's crew is the first crew arriving at the fire site the Task Force Leader/Crew Leader will receive written or verbal Ministry instructions.
- The Task Force Leader/Crew Leader working on a fire or patrolling a fire will be required to keep both a daily diary of objectives and accomplishments and a map noting the same.
- Daily Time Records will be submitted to the OFC with the invoice for payment (failure to submit these reports will delay payment).
- 14) **Inspection of Fire Operations** When the Contractor's crew has met the set objectives given on the fire, the Task Force Leader/Crew Leader must contact the Structure Protection Specialist (Ministry official) in charge for inspection and further assignment or release.
- 15) **Fire Crew Movements by Aircraft** The following rules will be strictly enforced when fire crew's movement is by aircraft and the Contractor is responsible for advising its personnel:
- a) Total weight of all personal gear (including boots, hard hats etc.) is not to exceed 45 lbs per person. Gear will be weighed prior to loading and excess baggage will be left behind;
 - b) Only items essential to the job will be transported (e.g. no Portable Stereos, Guitars etc.);
 - c) All personal gear will be properly packaged for transport. No garbage bags for clothes. No boots or hard hats tied to the outside of the backpack;

- d) Dangerous Goods or flammable liquid including such items as flares, bear bangers, pepper spray etc. will not be transported on the same aircraft as passengers;
- e) All baggage will have identification tags and show weight for each bag clearly marked.
- f) All personnel may be required to be weighed prior to movement by aircraft.

Failure to comply with these rules will result in the baggage not being loaded and the baggage owner may also be prohibited from boarding the aircraft.

- 16) First Aid Requirements** It is the Contractor's responsibility to supply the WorkSafe BC first aid requirements for the individual crew sizes supplied.
- 17) Ministry Supplied Fire Camp** The Ministry may require contract fire crews to stay in a Ministry supplied fire camp. A Contractor will not be charged room and board for its crews when they are working on a job and are required by the Ministry to stay in a camp supplied by the Ministry. Prior written approval of the Incident Commander will be obtained for any person who is not working to stay in a Ministry camp, and a charge of \$60.00 per person, per day, will be deducted from the Contractor's invoice.
- 18) Supplier Training Records** The Supplier will keep and up-date all crew training records and these records will be available for review by the Ministry. The Supplier will keep up-to-date records of all crew fitness tests.
- 19) Standards of Conduct** The Contractor will ensure individuals treat each other with respect and dignity and will not engage in discrimination or harassment based on any prohibited grounds covered by the Human Rights Code.

Any person or crew found with illegal drugs or alcohol or under the influence of the same will be removed immediately from the operation and the Contract will be terminated and the Standing Offer may be set aside.
- 20) Contractor's Equipment** The Contractor will be responsible for any damage or loss of the Contractor's equipment.
- 21) Personnel Manifest** The Contractor will fax a personnel manifest to the OFC before the personnel depart and they will retain a copy to give to the Incident Commander or designate upon arrival.

PART 3 CREW CRITERIA

Part 3.1 Crew Member Qualifications

The Contractor will ensure that the following positions are held by individuals with the described qualifications:

A. Captain (Crew Leader)

Successful completion of the following:

- a) NFPA 1001 FF 2 or equivalent or three (3) years satisfactory experience as a crew leader on a SPU fire crew member or a equivalent combination of experience and training;

- b) NFPA 1051 Wildland Fire Fighter I or S-100/S-185 or equivalent;
- c) ICS-100 ICS Orientation
- d) ICS-200 Basic ICS
- e) S-115 Structure and Site Preparation
- f) Hinton Forestry Training School - Principles of Fire Behaviour CD-Rom or equivalent;
- g) Hinton Forestry Training School - Wildland Fire – Safety on the fire line or equivalent;
- h) Acted as Captain at a recognized department OR two (2) years satisfactory experience as a fire fighter or SPU fire crew member or a equivalent combination of experience and training;

B. Fire Fighter – NFPA training standard introduction schedule.

All fire crew members must have initiated or completed NFPA 1001 Fire Fighter 1 certification or Basic Fire Fighter Training or equivalent. Where equivalency is requested it is in the sole decision of the OFC to determine what training constitutes equivalency.

Fire Fighter – NFPA training requirements	Fire Fighter – S-Series training requirements
Successful initiation or completion of the following:	Successful completion of the following:
- NFPA 1001 Fire Fighter I Certification or equivalent;	- S-100 - Basic Fire Suppression and Safety or equivalent;
- NFPA 1051 Wildland Fire Fighter I or equivalent (S-115);	- S-185 – Fire Entrapment Avoidance;
- Incident Command System (ICS 100);	- S-115 Structure and Site Preparation or equivalent;
	- Incident Command System (ICS 100);

Note:

Work Safe BC requires that workers who will be involved in the transportation of dangerous goods will be in possession of a Transportation of Dangerous Goods Certificate. All other workers are required to attend a WHMIS course;

Part 3.2 Crew Member Specifications

The following Crew Specifications must be met:

5 Person Crew

1 Crew Leader;

4 Fire Fighters

One of the five-person crew will be the First Aid Attendant Level 1 with Transport Endorsement or First Responder certification;

One person will be a qualified power saw operator;

Part 3.3 Minimum Equipment Requirements

- a. The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup trucks for its own crew lead and crew transportation to, from and throughout the worksite. Contractor's vehicles must include:
 - i. Trailer package with 2" ball
 - ii. Mobile road radio (back board or suitcase type acceptable)
 - iii. Mobile GPS unit
 - iv. Level 1 first aid kit
 - v. Cargo net
 - vi. 2 pair of ratchet tie downs
 - vii. Chainsaw Min. 57 cc c/w 20 inch/51cm bar
 - Chainsaw gas 5 L
 - Chainsaw oil 4 L
 - Chaps
 - Bar wrench, grease gun, and spare spark plug
 - Files for chain and rakers; and a chain filing gauge
- b. All First Aid equipment, Emergency Transport Vehicles (ETV), Mobile Transport (MTC) and First Aid Attendant qualification levels will be supplied by the Contractor as per the Worker's Compensation Board Occupational First Aid Regulations;
- c. The Contractor will ensure that each crewmember will have the following items:
 - i. 1 - Day/fire line backpack
 - ii. Flame resistant coveralls, or pants and shirt
 - iii. Hardhat
 - iv. Hi visibility vest
 - v. Work gloves
 - vi. Eye protection
 - vii. CSA approved footwear
 - viii. 1 – 4 inch/10 cm compress dressing
 - ix. Food and water for 24 hours
 - x. Overnight gear c/w sleeping bag and pup tent
 - xi. - Hearing protection
 - xii. - 1 Sunscreen
 - xiii. - 2 Insect repellent
 - xiv. - Headlamp with spare batteries

3.3.1 Structure Triage Assessment Equipment Kits

In addition, the Contractor will ensure the following minimum equipment is provided for each crew identified:

- a) 1 Ladder rack fabricated of metal on 1 of the pickups
- b) 5 Handheld radios with FLNRO & OFC Frequencies
- c) 2 Digital cameras (SD Card Media)
- d) 1 Handheld compass
- e) 2 Firefighting shovels
- f) 2 Pulaskis
- g) MacLeod tool
- h) Backpack pump
- i) Handheld GPS unit

PART 4 GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

SCHEDULE B – FEES AND EXPENSES

FEES:

Crew Size	Half Day Rate per Crew 6 hrs or less in a Calendar day	Full Day Rate Per Crew (> 6-12 hours in a Calendar Day)	Hourly Rate Per Crew (over 12 hrs in a Calendar Day)	Full Day Standby Rate per Crew (12 hrs in a Calendar Day)
5 person Crew	\$1,800	\$3,600	\$425	\$1800

1. Travel time both ways between the worksite and the Business Location will be considered hours worked. The Contractor and a designated Ministry official will mutually agree on starting and finishing times. Where, through no fault of the Contractor, a workday is shortened:

to less than ½ a workday, it will be billed at no less than ½ (one half) workday;
or to less than a full workday but more than a ½ work day, it will be billed as a full day.

A work day is twelve (12) working hours in a calendar day, including travel time and coffee breaks. Meal breaks are not included in the work day. Where the Contractor's crew continue to work beyond the normal 12 hour work day, all additional hours will be paid at the hourly rate over 12 hours until the end of the shift (maximum of 24 hours less meal breaks). Contract crews must take a minimum of one ½ hour meal break per shift. This break must be recorded in the daily time sheet. Further breaks will be taken after every 5 hours working on the fire line. Time spent in camp or on "off-hours" will not be classified as working time and will not be paid. See Part 2, Section (21) "Ministry Supplied Fire Camp" in schedule 'A'. In certain remote camp situations the Ministry may negotiate different duty days than those submitted in the Safe Work Procedures.

2. The hourly standby rate will be calculated at \$180 per hour.
3. Where a crew is on standby and is dispatched prior to the end of the standby shift, the actual hours on standby will be billed at the appropriate hourly standby rate.
4. In the event the Contractor, without the consent of the Ministry, does not supply the Structure Protection Crew Services described in the Draw-Down, the Ministry will be at liberty to seek all remedies including those contemplated under the Standing Offer.

In the event the Contractor does not supply all the Structure Protection Crew Services described in the Draw-Down, the Ministry will deduct from any payment owed to the Contractor the amount of the missed Structure Protection Crew Service and a pre-estimation of liquidated damages of ten (10%) percent of the total offered daily rate.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

- a) **Provided Food, Lodging, Commissary and Miscellaneous Expenses** At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor is authorized to supply meals and lodging beyond the 24 hours. If authorized, accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. When convenient, the Ministry may make lodging accommodations for the Contractor.

If the Ministry authorization is given for the Contractor to supply meals, then the following amounts will be allowed:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor will be required to set up their own field camp.

The Contractor is responsible for their employees' commissary.

Contractors' should consider obtaining additional travel/medical coverage for their crew(s) for non-work related medical expenses where the medical aid could come from outside the Province.

- b) Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. The vehicle mileage allowance is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c) The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d) Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e) Ferry charges and highway tolls can be claimed if supported by receipts.
- f) Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address

- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.
- h) Invoices and timesheets described in Appendices C and D will be sent by the Contractor to the Ministry. Invoices will be prepared in accordance with Appendix C. A completed Daily Time Record (Appendix D) will be attached to the Contractor's invoice. Failure to attach daily time sheets will result in delays in processing the invoice.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes 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 you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.

22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
 - a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to

your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
 - g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;

- h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) "access" means disclosure by the provision of access;
 - b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
 - a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX B - SAMPLE CREW MANIFEST DOCUMENT

The Crew Manifest Document is as follows:

Date: _____

Contractor Name: _____

Contractor Crew Name: _____

Incident # _____

Contractor Safe Work Duty Day Limit: _____

Resource Request # _____

Name of Ministry Representative
making draw down _____

Crew Member Name	Identify Fire Line Position including Crew Leader (Captain) or Crew Member (Fire Fighter)	Employee Duty Days as of today

Radio Call Sign: _____

I certify that the above crew information is accurate and all personnel are properly trained and equipped.

Contractor's Signature: _____

Contractor's Title (printed): _____

Contractor's Name: (printed): _____

APPENDIX C - INVOICING AND DAILY TIME SHEET REQUIREMENTS

Invoice information requirements:

Standing Offer # _____

Project Number: _____

Fire Name: _____

Contractor Name: _____

Contractor Contact Person: _____

Company Address: _____

Company Phone Number: _____

Company Fax Number: _____

Date of Invoice: _____

For Date: _____ Start: _____ End: _____ Total Hours: _____

Daily breakdown of service provided: Crew size, number of crews provided, hours of work, daily/hourly rate (either day rate or standby rate), line by line total for each crew size, overtime (approved), approved travel time, _____

Additional equipment authorized to be used (individual identified) with the approved rate.

Attach **Ministry (OFC Representative) signed** Daily Time Sheets

Daily Time Sheets – original daily time sheets will reside with the Fire Crew representative at time of signing.

Invoices not meeting this requirement may be delayed in payment due to the verification process required.

Contractors are not eligible for overdue interest payments where the delay is the result of the Contractor's failure to provide adequate information.

APPENDIX D - DAILY TIME RECORD

Original copy to the OFC Representative signing the Daily Time Reports.

Duplicate copy to be attached to the invoice.

DAILY TIME REPORT (SAMPLE)

Company or Individual Name: _____

Incident Number: _____

Date: _____

Individual Name	Fire Line Position	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Init

Equipment Type	Yr/Size	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Kms

Accommodation Contractor: Camp: Ministry: Hotel Name:		Meals Contractor: (circle) B L D Camps/Ministry: (circle) B L D	
Contractor Rep or Individual Signature:		Time Recorder:	
OFC Rep / Receiving Authority:	Emp. #	Print Name	
Comments:			



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

Strategic Fire Control Ltd
329 Van Horne St. S
Cranbrook, BC V0E 2R0

(the "Offeror")

BACKGROUND

- A. The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4038 dated for reference April 26, 2013.
- B. The parties entered into a Standing Offer Arrangement SP-U-OFC1415J90005 dated for reference the 25th day of June 2013, (the "Standing Offer").
- C. The Request for Standing Offer solicitation # 4039 allows the Standing Offer SP-U-OFC1415J90005 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SP-U-OFC1415J90005 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.



Modification Agreement [Version Number 1]

SIGNED AND DELIVERED

on the 17 day of Apr, 20 14 on behalf of the
Province by its duly authorized representative

Signature:

Carol McEntock

Print name:

Carol McEntock

SIGNED AND DELIVERED

on the 19 day of Mar, 20 14 by or on behalf of the
Contractor (or by its authorized signatory or signatories if
the Contractor is a corporation)

Signature(s):

Michael Effray

Print name(s):

MICHAEL EFFRAY



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SP-U-OFC1415J90005

THIS STANDING OFFER is made on the **25th** day of **June**, 2013

Strategic Fire Control Ltd
329 Van Horne St. S
Cranbrook BC VIC 1Z6

Contact Person: Mike Effray
Phone Number: 250-426-2525
After Hours Phone Number: 250-421-4170 / 250-464-5243
s.22

Fax Number: 250-426-6273
Email Address: strategicmikeeffray@shaw.ca

The Proponent

**HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES
DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE
GOVERNMENT OF BRITISH COLUMBIA**

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the Proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;

- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:

- a) The Proponent will provide the Services set out in Schedule A;
- b) A Contract is formed on receipt by the Proponent of the Draw-Down;
- c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
- d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
- e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
- f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
- g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
- h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
- i) The terms and conditions set out in Schedule "C" will apply to each Contract.

4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - iv. and include but is not limited to:
 1. Products and Completed Operations Liability;
 2. Owner's and Contractor's Protective Liability;
 3. Contingent Employer's Liability;
 4. Blanket Written Contractual Liability;
 5. Personal Injury Liability;
 6. Non-owned Automobile Liability;
 7. Employees as Additional Insured's;
 8. Broad Form Property Damage; and
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.

11. The Contractor must provide the Province with evidence of all required insurance as follows:
- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

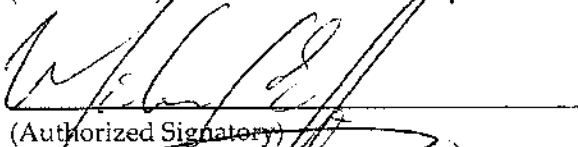
Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

MICHAEL EFFRAY
(Print Name)


(Authorized Signatory)

OPERATIONS MANAGER
(Print Title)

June 28, 2013
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals as described in Part 2 of this Schedule. The SPU's are used by Ministry personnel to protect structures from wild land urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Part 2 of Schedule "A".
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Part 2 of this Schedule. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the Motor Vehicle Act.
- Delivery of SPU to the location as requested by the Ministry. No Contractor attendant is required and such attendance would be optional at the Contractor's expense. The Contractor will be contacted and informed when the SPU is ready to be picked up and the location where it can be retrieved. The contractor will pick up the SPU from the location determined by the Ministry in a timely manner.

PART 2. STRUCTURE PROTECTION UNIT MINIMUM EQUIPMENT REQUIREMENTS

Note: New Type 2 SPU's to meet the following inventory requirements listed below.

- a. Ensure all QC (Quick Couple) connectors are ULC rated.

Existing Type 2 SPU's may meet equivalent requirements as per the following 4 points:

- b. 5/8 "/16mm hose lengths add up to total number of feet until excess short hose wears out.
- c. Upgrade to lined percolating 1.5"/38mm hose as other hose types wears out.
- d. 1.5 "/38mm hose lengths add up to total length identified.
- e. Any medium sprinklers (3/4"/19mm) will be counted as small sprinklers for total numbers

Category	Item	Description	Unit	Type 2
Pumps	Mark 3 or Wick 375	High pressure 2 stroke	#	4
	BB 4	High pressure 4 stroke	#	0
	Pump Tool Kit	As per contents list on pages 6 & 7	#	4
	2"/51mm Suction hose x 10ft/3.2m	c/w aluminum foot valve & strainer	#	4
	Fuel cans	25 L Gerry cans	#	8
	Fuel lines	Single can	#	2 spare & Pump box
	Extra Fuel lines	Dual fuel line for pumps	#	5
	Mix oil	12 L Case 2 cycle oil	#	2
Hose	2.5"/64mm diameter	50 ft/15.2m BCT cplgs. 600psi/4200kPa	lengths	20
	(BCT = BC Thread)	100 ft/30.5m QC 300psi/2100kPa	lengths	25
	(QC = Quick Couple)	50 ft/15.2m QC 300psi/2100kPa	lengths	50
	(GHT = Garden Hose Thread)	50 ft/15.2m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	150
	Econo 5/8 "/16mm diameter hose	30 ft/9.1m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
	Econo 5/8 "/16mm diameter hose	15 ft/4.6m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
Nozzles	1.5"/38mm QC	Multi-orifice aluminum 4 in 1 (i.e. Hansen)	#	Pump box
	3/4 "/19mm GHT thread	Brass	#	5
Valves	1.5"/38mm	3 way QC c/w shutoff	#	30
Sprinklers	Roof butterfly 1/2"/13mm head	39.5"/1m OAL aluminum pole c/w 3/4"/19mm M x F GHT threads (4.3gpm/19.5lpm @ 50psi/345kPa = 26'/7.9m wetted radius)	heads	30
	Large 1"/25mm	1/2"/13mm steel dual step spike, brass head, full circle impact (7/32"/5.6mm nozzle, 7.8gpm/35.5lpm @ 50psi/345kPa = 55'/16.8m wetted radius) Or (3/16"/4.8mm nozzle, 5.8gpm/26.4lpm @ 50psi/345kPa = 51'/15.5m wetted radius)	heads	50

	Medium	¾"/19mm	heads	0
	Small ½"/13mm	½"/13mm steel dual step spike, brass head, full circle impact (5/32"/4mm nozzle, 4.3gpm/19.5lpm @ 50psi/345kPa = 41'/12.5m wetted radius) Or (7/64"/2.8mm nozzle, 2.0gpm/9.1lpm @ 50psi/345kPa = 36'/11m wetted radius)	heads	50
Water thieves	2.5"/64mm M x F BAT thread x 1.5"/38mm QC	Pyrolite	#	15
	1.5"/38mm QC x ¾"/19mm male GHT c/w shutoff	Pyrolite or plastic	#	100
Adapters	Hydrant Kit	4"/102mm storz to 2.5"/64mm BCT male	#	0
		5"/127mm storz to 2.5"/64mm BCT male	#	0
		2.5"/64mm hydrant gate valve F x M BCT	#	2
		2.5"/64mm F BCT X 2"/51mm FNPT SSW pyrolite	#	0
		2.5"/64mm x 1.5"/51mm P100A light gated wye	#	0
		2.5"/64mm BCT pyrolite wye	#	0
		2.5"/64mm BCT plain pyrolite Siamese	#	0
		2.5"/64mm BCT double female coupling	#	1
		2.5"/64mm BCT double male coupling	#	1
		2.5"/64mm BCT gated wye	#	1
		2.5"/64mm BCT to 1.5"/38mm QC	#	5
		Hydrant wrench	#	2
	Miscellaneous ¾" /19mm GHT (Econo)	3 way ¾"/19mm GHT individually gated	#	20
		¾"/19mm GHT double female adaptor	#	25
		1.5"/38mm QC x ¾"/19mm GHT male reducers	#	5
		1.5"/38mm QC x ¾"/19mm GHT female increasers	#	5
		Washer pack	#	Pump box
		¾"/19mm GHT Ball valve shutoffs	#	10
	¾"/19mm Rebar	8 ft/2.4m lengths to raise sprinklers	#	0
Bladders	Portable tank	2500 imp. gal. /11,365L.	#	1
<i>For Type 2 SPU's</i>	<i>Recommend lime</i>	<i>green for any new tanks</i>	<i>for</i>	<i>ID</i>
	Drain valve kit	3"/76mm M to 2"/64mm M drain valve assembly c/w shutoff	#	1
		1.5"/38mm female to 3"/76mm male	#	0
		1.5"/38mm female to 2"/51mm male	#	0
Foam Kit	Fast Foam c/w cartridges	1.5"/38mm QC nozzle	#	0
		¾"/19mm GHT nozzle	#	0
Ladders	Extension	24 ft/7.3m Grade A	#	1
	Combo step/ext	8 ft/2.4m – 13 ft/4m	#	0
	Roof	16 ft/4.9m	#	0
	Step	4 ft/1.2m for shelves	#	0
Lighting kit	Generator	2,500 watt	#	1
	Halogen yard light	Double head c/w stand or sim.	#	2
	Extension cord	50 ft/15.2m	#	2
	Power bars		#	1
	Halogen spot light		#	0

	Headlamps		#	0
	Batteries	AAA or AA for headlamps	#	0
FF tools	Shovels		#	1
	Pulaskis		#	1
	McLeod tool		#	1
	Axe	2.5 lb./1.1kg 28"/71cm handle	#	1
	Backpack pump	5 gal/22L collapsible	#	1
Radios	Mobile	In office	#	0
	Repeater	In office	#	0
	Handheld	c/w chargers, antenna, case	#	0
Impact tool kit	Impact driver	c/w case, charger, 2 batteries, bit set	#	2
Carpenters tool kit	Tool box		#	2
	Tool belt	4 pocket	#	2
	Claw hammer		#	2
	Pry bar	18"/46cm	#	2
	Staple gun	(or hammer) c/w staples	#	2
	Vice grips	Needle nose 7"/18cm	#	0
	Pliers	Linesman 6"/15cm	#	0
	Pliers	Fencing 10"/25cm	#	0
	Pliers	Side cutters 8"/20cm	#	0
	Pliers	Channel lock 10"/25cm	#	2
	Olfa cutter	Heavy duty c/w blades	#	0
	Screwdriver	Multi	#	1
	Wrench	Crescent 6"/15cm	#	2
	Wrench	Crescent 10"/25cm	#	2
	Wrench	Pipe 14"/36cm	#	2
	Conduit clamps	50 - 3/8"/9.5mm in bag	bag	4
	Pipe strapping	rolls	#	1
	Tin snips	+ 10"/25cm	#	1
	Screws	100 - 1 1/4"/44mm	bag	4
	Nails	50 - 2 1/4"/57mm common	bag	0
	Nails	50 - 2 1/2"/64mm duplex	bag	4
	Saw	Carpenter hand	#	1
	Circular saw, wood	Electric - cordless	#	1
Poly	Rolls	200 ft/61m X 6mil	#	2
Sign boards	Chloroplast/Felt marking pens	2 ft/61cm x 2 ft/61cm blank	#	20
Tape		Flagging	Rolls	5
		Teflon	Rolls	2
		Duct	Rolls	2
		Electrical	Rolls	2
Rags		Box	Kg.	2
Misc tools	Rake	Garden	#	0
	Rake	Leaf	#	1
	Broom	Push	#	1
	Broom	Corn	#	0
	Cutters	Bolt 24"/61cm or 36"/91cm	#	1
	Bottle jack	6 ton hydraulic	#	0
Trailer misc	Tie downs	15"/38cm bungee cords	#	5
		20"/51cm bungee cords	#	5
		30"/76cm bungee cords	#	5
		Cargo shelf strap 6 ft/1.8m	#	5
	Tie down straps	Ratchet	pairs	1
	Shelving hardware	Slotted angle	box	0
Rope	Poly rope -3/8 " /9.5mm	Roll	#	1
Safety items	Safety vest	Hi viz	#	0

	Repellent	Insect	#	0
	Fire extinguisher	5 lb/2.2kg	#	1
	First aid kit	Level 1	#	1
	Sign	Caution w/stand/flag	#	0
	Cones	Safety marker 18"/46cm	#	2
	Hose ramps		#	0
Chainsaw kit	Chainsaw	Min. 57 cc c/w 20"/51cm bar	#	1
	Chainsaw gas can	5 L	#	1
	Chain oil	4 L	#	1
	PPE	Chaps, regular	#	1
	Tool kit	Bar wrench, grease gun, spare spark plug, chain filing gauge	#	1
	Files	Chain & Raker	#	2
Miscellaneous	Machete	24"/60 cm	#	1

Type 2 SPU Pump Tool Box contents:

- 1 Tool box, for storage of following
- 1 Aluminium ball back check valve for discharge side of pump QC
- 1 Spark plug, spare for pump
- 1 Rewind rope, spare for pump
- 1 Mesh wire screen to wrap foot valve
- 1 Water thief 1.5 "/38mm QC to ¾ "/19mm GHT c/w shutoff
- 1 ¾ "/19mm brass nozzle
- 1 1.5 "/38mm QC 10 ft/3.2m high pressure (450psi/3150kPa) "pony" hose for tandem hookup or first length before back check valve
- 1 1.5"/38mm QC nozzle, 4 in 1 multi-orifice (i.e. Hansen)
- 1 Priming bucket, collapsible
- 1 3 way valve with shutoff 1.5 "/38mm QC
- 1 Mini grease gun for pump
- 1 Tool kit appropriate for pump (consult MFG and need to be listed)
- 1 Hose wrench for suction hose
- 1 Tandem adaptor 2"/51mm F NPSH x 1.5" QC to run 2 pumps in series
- 1 1.5 "/38mm male adaptor NPSH x QC
- 1 1.5 "/38mm female adaptor NPSH x QC
- 1 Single fuel line for pump
- 1 Gasket kit (spares for GHT fittings, pump, suction hose, discharge hoses)

PART 3. LOST/DAMAGED INVENTORY

Any damage or loss of apparatus or equipment shall be immediately reported to the Ministry in writing prior to departure. The Ministry will reimburse or replace uninsured losses suffered by the Contractor while in the service of the Ministry. Uninsured lost or damaged equipment may be replaced in the following ways:

- Items may be replaced with similar quality material from provincial Wild land fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment only if they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 4. RELATED DOCUMENTATION:

The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off. Travel time, travel distance, records of deployment and time active must be recorded and signed off by Ministry representatives. These records shall be provided by the Contractor to the OFC for payment. Failure to submit these reports will delay payment.

PART 5. GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

Schedule B – Fees and Expenses

FEES:

Type II Structure Protection Units (SPU):

Hours per Calendar Day	Deployment Rate	Standby Rate
> 6 - 24 hours	\$ 3,275.00	\$1,500.00
0 - 6 hours	\$ 1,500.00	\$ 750.00

- a) Deployment Rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory inspection to the satisfaction of the Province.
- b) Standby Rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU except as in e) below.
- c) When on standby, the SPU will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- d) Standby must be authorized by the Office of the Fire Commissioner and can be rescinded with twenty-four (24) hours notice.
- e) The Deployment Rate and the Standby Rate of the SPU unit do not apply after the Ministry has request pickup of the SPU by the Contractor, and before the unit is retrieved by the Contractor from the location designated by the Ministry.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel expenses.

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. No receipts are required for meal expenses claimed. At April 1, 2013 the meal allowances are as follows:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

- b. Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. And is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d. Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e. Ferry charges and highway tolls can be claimed if supported by receipts.
- f. Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address
- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
- a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
- a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
- a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;

- g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
 - h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) "access" means disclosure by the provision of access;
 - b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
 - (a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



STANDING OFFER

STRUCTURE PROTECTION CREW SERVICES FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SO-C-OFC1415J90005

THIS STANDING OFFER is made on the 25th day of June, 2013

Strategic Fire Control Ltd
329 Van Horne St. S
Cranbrook BC V1C 1Z6

Contact Person: Mike Effray
Phone Number: 250-426-2525
After Hours Phone Number: 250-421-4170 / 250-464-5243

s.22

Fax Number: 250-426-6273
Email Address: strategicmikeeffray@shaw.ca

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";

- b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- f) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- g) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- h) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- j) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- k) "Services" means those services described in Schedule "A";
- l) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

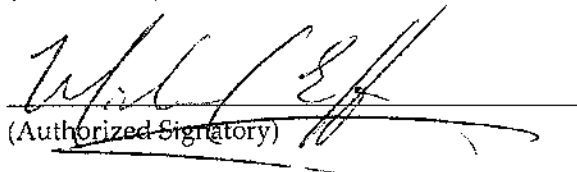
Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

MICHAEL EFFRAY
(Print Name)


(Authorized Signatory)

OPERATIONS MANAGER
(Print Title)

2013-06-28
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The offer is for Structure Protection Crew Services to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used.

The Ministry has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down is made. At the time of accepting a Draw-Down the Contractor will be Fire Ready.

The Supplier will be requested "as and when required" to do work on a Job-by-Job basis. Once a Supplier is contracted to go to work on a Job, the Contractor will stay on the job until released by the Ministry. If the Supplier is contacted regarding a Job and the Supplier indicates the Supplier has the ability and capacity to perform the Structure Protection Crew Services, the Ministry will submit a Draw-Down and the Contractor will immediately forward to the Ministry a Contract Crew Manifest (see Appendix B).

PART 2 STRUCTURE PROTECTION CREW SERVICE REQUIREMENTS

- 1) **Transport** The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup truckers for its own crew transportation to, from and throughout the worksite. Contractor's vehicles must also include a tow package (c/w heavy duty hitch, light receptacle and electric brakes) and ability to move 16 – 20 ft SPU trailer(s) in and around the worksite. Where access to the worksite is by means other than by motor vehicle, transport will be provided by the Province from the nearest passable road or as otherwise agreed upon, to the worksite. A passable road is defined as a road or trails, which is accessible, by a four-wheel drive motor vehicle. All crew transport vehicles will be four-wheel drive. Vehicles which are seven (7) years or older shall have a valid Government Motor Vehicle Inspection sticker.
- 2) **Supply** When the Ministry determines Structure Protection Crew Services are required, a designated Ministry official will contact a Supplier and confirm the Supplier is able to accept the proposed Draw-Down. Before issuing the Draw-Down, the Ministry and the Supplier will agree on the Structure Protection Crew Services to be described in the Draw-Down. Once a Draw-Down is issued, the Contractor will supply the Province with the Structure Protection Crew Services described in the Draw-Down. All crew(s) drawn down will be self-sufficient for the first 24 hours including overnight equipment.
- 3) **WorkSafe BC Coverage** The Contractor will maintain WorkSafe BC registration in good standing and will comply with the provisions, rules and regulations of the Worker's Compensation Act. Optional personal coverage must be maintained as required by WorkSafe BC. Should the Contractor make any amendments to its coverage, the Contractor will notify the Province in writing immediately describing the nature of the change. The Contractor agrees to supply Occupational First Aid Services and Certification as per the requirements of the WorkSafe BC Regulations and as noted under the applicable personnel and equipment requirements.
- 4) **Instructions** Ministry instructions may be issued verbally or in writing.
- 5) **Radios** The Contractor will supply each crew leader with a handheld radio with spare batteries capable of accessing Ministry radio frequencies. These handheld radios must be compliant with Industry Canada regulations. They will be narrow band capable (12.5 kHz channel spacing) and be capable of accessing the Ministry of Natural Resource Operations (formerly Ministry of Forests) Continuous Tone Coded Squelch System (CTCSS) tones. Use of the 100 Hz provincial tones is no longer acceptable. The Contractor will obtain permission from the Ministry of FLNRO for use of Ministry frequencies. If a Contractor is in more than one Radio area, the Province may issue a province-wide permission. The Province may supply additional radio communications on large job sites if required and subject to their availability. The Contractor is responsible for supplying any equipment necessary for communication between their personnel on the fire line. The Contractor will provide in each vehicle a radio with the local logging road frequencies or the Contractor's vehicle will be restricted to following a radio equipped vehicle on active haul roads. Each driver using the posted radio frequencies shall, according to markers posted at one (1) kilometre-intervals along the road announce his/her position and direction of travel and the road name/number on which he is travelling. In addition to requiring all radios to be properly licensed, the Department of Communications (Canada) has four (4) main rules that must/will be observed.

- a) Radio equipment will not be deliberately operated so as to interfere with another station;
- b) Only transmissions concerned with official fire suppression operations are permitted;
- c) Transmissions are not to contain profane or obscene words; and
- d) Information, other than from a public broadcast, shall not be permitted.

The Ministry of FLNRO prohibits any radio discussion of official policy or personnel matters.

Before using a radio on a Ministry of FLNRO radio system, the operator will know and adhere to the following:

- a) The call sign or station name by which the radio used will be identified, also the call sign or names of stations to be called;
- b) The operating schedule, if any, that will be kept;
- c) The frequency or frequencies authorized for use and how the desired radio contacts are to be made.

Suppliers may request access to the Ministry network by filling out a FS 1109 application for access to the radio system. After acceptance as a Supplier, further information about obtaining Radio Network Access may be available from the Fire Centre.

- 6) **Provincial Equipment and Supplies** Any equipment assigned to the Contractor or requisitioned by the Contractor and approved by the Province will be assigned and requisitioned and returned through the facility lending the equipment. The Contractor will be charged for Provincial equipment for which it is responsible and which is damaged beyond normal wear and tear or lost. If the Province and the Contractor agree, the Contractor may replace lost or damaged Provincial equipment at its own expense. Replaced equipment will be of a quality acceptable to the Province. Where the Contractor negligently caused the loss or damage of Provincial equipment, a deduction will be made for one hundred (100%) percent of the unit value as found in the Ministry of FLNRO Asset Management System. Any expendable Provincial supplies used by the Contractor that the Contractor would normally supply, will be deducted from any invoices owing to the Contractor at the current rate. Any fuel (diesel/regular gas) that the Contractor obtains through the Ministry's Bulk Fuel Storage System will be deducted from the invoice at the current retail fuel dealer price.
- 7) **Personnel Standby** The Province may require crews to be on standby for a specified or unspecified period of time. Each request for standby will be made by a separate Draw-Down and will require the crew to report to the Business Location and be ready to proceed to a job within one half (1/2) hour of receiving the Draw-Down for a fire or project should one be issued. Hours of Standby will be set by the OFC or designate. Once a Contractor is placed on standby, they will remain on standby for a minimum of three (3) days or until such time as they are dispatched to work. When the Contractor is on full or half day standby and is dispatched prior to the end of the shift, standby will be billed at the hourly standby rate from the start of the standby shift, to the time of dispatch (nearest hour). Where the Contractor does not meet the response time requirements of standby, the Ministry will deduct the total standby day rate from the invoice. Once a crew is moved from their Business Location, they are considered to be working and paid accordingly.
- 8) **Crew Dispatch and Recall** The Contractor will ensure that the following items have been completed:
 - a) Draw-Down terms have been discussed and agreed upon by both the Contractor and the designated Ministry official, prior to a crew leaving it's Business Location and proceeding to a job;

- b) On a daily basis, a complete contract Crew Manifest will be delivered to the SPS . Upon returning to the Business Location (at the end of the day or job) the crew leader will ensure that a Daily Time Summary (for each day and each crew) is signed off by both the crew leader and the designated Ministry official (see Appendix D - Daily Time Record).
- 9) **Supplemental Equipment** Where a Contractor is requested by a designated Ministry official to supply supplemental equipment and does so, it will be negotiated under a separate agreement. Rental rates will be described in the "Equipment Rental Rate Guide" (Blue Book) or at a negotiated rate if not provided in the Blue Book.
- 10) **Incident Action Plan** All structure protection actions will be initiated based upon pre-determined, logical incident action plan as determined by the Ministry representative (SPS). Such plans will ensure the safety of all fireline personnel prior to and during all phases of the action. Failure to comply with the above-mentioned instructions may result in the Contract cancellation.
- 11) **Operations and Safety** The Contractor will ensure their crews take annual refresher courses including Basic Fire Suppression or NFPA 1051 and that this is recorded on Personnel Training Records. The Contractor will ensure that all crews are trained and licensed on equipment that they would be expected to operate. The Contractor will conduct all fire fighting operations in accordance with the S-100 Student Handbook including Basic Fire Suppression and Safety and the Contractor's Safe Work Procedures. Any changes to the Contractor's Safe Work Procedures will be forwarded to the Ministry.
- 12) **Services to Other Government Agencies** If a government agency requests that the Ministry provide fire or other response services, the Ministry may send a Draw-Down for those Structure Protection Crew Services to the Contractor.
- 13) **Reporting and Records** In the case where the Contractor's crew is the first crew arriving at the fire site the Task Force Leader/Crew Leader will receive written or verbal Ministry instructions.
- The Task Force Leader/Crew Leader working on a fire or patrolling a fire will be required to keep both a daily diary of objectives and accomplishments and a map noting the same.
- Daily Time Records will be submitted to the OFC with the invoice for payment (failure to submit these reports will delay payment).
- 14) **Inspection of Fire Operations** When the Contractor's crew has met the set objectives given on the fire, the Task Force Leader/Crew Leader must contact the Structure Protection Specialist (Ministry official) in charge for inspection and further assignment or release.
- 15) **Fire Crew Movements by Aircraft** The following rules will be strictly enforced when fire crew's movement is by aircraft and the Contractor is responsible for advising its personnel:
- a) Total weight of all personal gear (including boots, hard hats etc.) is not to exceed 45 lbs per person. Gear will be weighed prior to loading and excess baggage will be left behind;
 - b) Only items essential to the job will be transported (e.g. no Portable Stereos, Guitars etc.);
 - c) All personal gear will be properly packaged for transport. No garbage bags for clothes. No boots or hard hats tied to the outside of the backpack;

- d) Dangerous Goods or flammable liquid including such items as flares, bear bangers, pepper spray etc. will not be transported on the same aircraft as passengers;
- e) All baggage will have identification tags and show weight for each bag clearly marked.
- f) All personnel may be required to be weighed prior to movement by aircraft.

Failure to comply with these rules will result in the baggage not being loaded and the baggage owner may also be prohibited from boarding the aircraft.

- 16) First Aid Requirements** It is the Contractor's responsibility to supply the WorkSafe BC first aid requirements for the individual crew sizes supplied.
- 17) Ministry Supplied Fire Camp** The Ministry may require contract fire crews to stay in a Ministry supplied fire camp. A Contractor will not be charged room and board for its crews when they are working on a job and are required by the Ministry to stay in a camp supplied by the Ministry. Prior written approval of the Incident Commander will be obtained for any person who is not working to stay in a Ministry camp, and a charge of \$60.00 per person, per day, will be deducted from the Contractor's invoice.
- 18) Supplier Training Records** The Supplier will keep and up-date all crew training records and these records will be available for review by the Ministry. The Supplier will keep up-to-date records of all crew fitness tests.
- 19) Standards of Conduct** The Contractor will ensure individuals treat each other with respect and dignity and will not engage in discrimination or harassment based on any prohibited grounds covered by the Human Rights Code.

Any person or crew found with illegal drugs or alcohol or under the influence of the same will be removed immediately from the operation and the Contract will be terminated and the Standing Offer may be set aside.
- 20) Contractor's Equipment** The Contractor will be responsible for any damage or loss of the Contractor's equipment.
- 21) Personnel Manifest** The Contractor will fax a personnel manifest to the OFC before the personnel depart and they will retain a copy to give to the Incident Commander or designate upon arrival.

PART 3 CREW CRITERIA

Part 3.1 Crew Member Qualifications

The Contractor will ensure that the following positions are held by individuals with the described qualifications:

A. Captain (Crew Leader)

Successful completion of the following:

- a) NFPA 1001 FF 2 or equivalent or three (3) years satisfactory experience as a crew leader on a SPU fire crew member or a equivalent combination of experience and training;

- b) NFPA 1051 Wildland Fire Fighter I or S-100/S-185 or equivalent;
- c) ICS-100 ICS Orientation
- d) ICS-200 Basic ICS
- e) S-115 Structure and Site Preparation
- f) Hinton Forestry Training School - Principles of Fire Behaviour CD-Rom or equivalent;
- g) Hinton Forestry Training School - Wildland Fire – Safety on the fire line or equivalent;
- h) Acted as Captain at a recognized department OR two (2) years satisfactory experience as a fire fighter or SPU fire crew member or a equivalent combination of experience and training;

B. Fire Fighter – NFPA training standard introduction schedule.

All fire crew members must have initiated or completed NFPA 1001 Fire Fighter 1 certification or Basic Fire Fighter Training or equivalent. Where equivalency is requested it is in the sole decision of the OFC to determine what training constitutes equivalency.

Fire Fighter – NFPA training requirements	Fire Fighter – S-Series training requirements
Successful initiation or completion of the following:	Successful completion of the following:
- NFPA 1001 Fire Fighter I Certification or equivalent;	- S-100 - Basic Fire Suppression and Safety or equivalent;
- NFPA 1051 Wildland Fire Fighter I or equivalent (S-115);	- S-185 – Fire Entrapment Avoidance;
- Incident Command System (ICS 100);	- S-115 Structure and Site Preparation or equivalent;
	- Incident Command System (ICS 100);

Note:

Work Safe BC requires that workers who will be involved in the transportation of dangerous goods will be in possession of a Transportation of Dangerous Goods Certificate. All other workers are required to attend a WHMIS course;

Part 3.2 Crew Member Specifications

The following Crew Specifications must be met:

5 Person Crew

1 Crew Leader;

4 Fire Fighters

One of the five-person crew will be the First Aid Attendant Level 1 with Transport Endorsement or First Responder certification;

One person will be a qualified power saw operator;

Part 3.3 Minimum Equipment Requirements

- a. The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup trucks for its own crew lead and crew transportation to, from and throughout the worksite. Contractor's vehicles must include:
 - i. Trailer package with 2" ball
 - ii. Mobile road radio (back board or suitcase type acceptable)
 - iii. Mobile GPS unit
 - iv. Level 1 first aid kit
 - v. Cargo net
 - vi. 2 pair of ratchet tie downs
 - vii. Chainsaw Min. 57 cc c/w 20 inch/51cm bar
 - Chainsaw gas 5 L
 - Chainsaw oil 4 L
 - Chaps
 - Bar wrench, grease gun, and spare spark plug
 - Files for chain and rakers; and a chain filing gauge
- b. All First Aid equipment, Emergency Transport Vehicles (ETV), Mobile Transport (MTC) and First Aid Attendant qualification levels will be supplied by the Contractor as per the Worker's Compensation Board Occupational First Aid Regulations;
- c. The Contractor will ensure that each crewmember will have the following items:
 - i. 1 - Day/fire line backpack
 - ii. Flame resistant coveralls, or pants and shirt
 - iii. Hardhat
 - iv. Hi visibility vest
 - v. Work gloves
 - vi. Eye protection
 - vii. CSA approved footwear
 - viii. 1 – 4 inch/10 cm compress dressing
 - ix. Food and water for 24 hours
 - x. Overnight gear c/w sleeping bag and pup tent
 - xi. - Hearing protection
 - xii. - 1 Sunscreen
 - xiii. - 2 Insect repellent
 - xiv. - Headlamp with spare batteries

3.3.1 Structure Triage Assessment Equipment Kits

In addition, the Contractor will ensure the following minimum equipment is provided for each crew identified:

- a) 1 Ladder rack fabricated of metal on 1 of the pickups
- b) 5 Handheld radios with FLNRO & OFC Frequencies
- c) 2 Digital cameras (SD Card Media)
- d) 1 Handheld compass
- e) 2 Firefighting shovels
- f) 2 Pulaskis
- g) MacLeod tool
- h) Backpack pump
- i) Handheld GPS unit

PART 4 GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

SCHEDULE B – FEES AND EXPENSES

FEES:

Crew Size	Half Day Rate per Crew 6 hrs or less in a Calendar day	Full Day Rate Per Crew (> 6-12 hours in a Calendar Day)	Hourly Rate Per Crew (over 12 hrs in a Calendar Day)	Full Day Standby Rate per Crew (12 hrs in a Calendar Day)
5 person Crew	\$1,800	\$3,600	\$425	\$1800

1. Travel time both ways between the worksite and the Business Location will be considered hours worked. The Contractor and a designated Ministry official will mutually agree on starting and finishing times. Where, through no fault of the Contractor, a workday is shortened:

to less than ½ a workday, it will be billed at no less than ½ (one half) workday;
or to less than a full workday but more than a ½ work day, it will be billed as a full day.

A work day is twelve (12) working hours in a calendar day, including travel time and coffee breaks. Meal breaks are not included in the work day. Where the Contractor's crew continue to work beyond the normal 12 hour work day, all additional hours will be paid at the hourly rate over 12 hours until the end of the shift (maximum of 24 hours less meal breaks). Contract crews must take a minimum of one ½ hour meal break per shift. This break must be recorded in the daily time sheet. Further breaks will be taken after every 5 hours working on the fire line. Time spent in camp or on "off-hours" will not be classified as working time and will not be paid. See Part 2, Section (21) "Ministry Supplied Fire Camp" in schedule 'A'. In certain remote camp situations the Ministry may negotiate different duty days than those submitted in the Safe Work Procedures.

2. The hourly standby rate will be calculated at \$180 per hour.
3. Where a crew is on standby and is dispatched prior to the end of the standby shift, the actual hours on standby will be billed at the appropriate hourly standby rate.
4. In the event the Contractor, without the consent of the Ministry, does not supply the Structure Protection Crew Services described in the Draw-Down, the Ministry will be at liberty to seek all remedies including those contemplated under the Standing Offer.

In the event the Contractor does not supply all the Structure Protection Crew Services described in the Draw-Down, the Ministry will deduct from any payment owed to the Contractor the amount of the missed Structure Protection Crew Service and a pre-estimation of liquidated damages of ten (10%) percent of the total offered daily rate.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

- a) **Provided Food, Lodging, Commissary and Miscellaneous Expenses** At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor is authorized to supply meals and lodging beyond the 24 hours. If authorized, accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. When convenient, the Ministry may make lodging accommodations for the Contractor.

If the Ministry authorization is given for the Contractor to supply meals, then the following amounts will be allowed:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor will be required to set up their own field camp.

The Contractor is responsible for their employees' commissary.

Contractors' should consider obtaining additional travel/medical coverage for their crew(s) for non-work related medical expenses where the medical aid could come from outside the Province.

- b) Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. The vehicle mileage allowance is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c) The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d) Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e) Ferry charges and highway tolls can be claimed if supported by receipts.
- f) Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address

- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.
- h) Invoices and timesheets described in Appendices C and D will be sent by the Contractor to the Ministry. Invoices will be prepared in accordance with Appendix C. A completed Daily Time Record (Appendix D) will be attached to the Contractor's invoice. Failure to attach daily time sheets will result in delays in processing the invoice.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes 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 you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.

22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
 - a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to

your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
 - g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;

- h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) "access" means disclosure by the provision of access;
 - b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
 - a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX B - SAMPLE CREW MANIFEST DOCUMENT

The Crew Manifest Document is as follows:

Date: _____

Contractor Name: _____

Contractor Crew Name: _____

Incident # _____

Contractor Safe Work Duty Day Limit: _____

Resource Request # _____

Name of Ministry Representative
making draw down _____

Crew Member Name	Identify Fire Line Position including Crew Leader (Captain) or Crew Member (Fire Fighter)	Employee Duty Days as of today

Radio Call Sign: _____

I certify that the above crew information is accurate and all personnel are properly trained and equipped.

Contractor's Signature: _____

Contractor's Title (printed): _____

Contractor's Name: (printed): _____

APPENDIX C - INVOICING AND DAILY TIME SHEET REQUIREMENTS

Invoice information requirements:

Standing Offer # _____

Project Number: _____

Fire Name: _____

Contractor Name: _____

Contractor Contact Person: _____

Company Address: _____

Company Phone Number: _____

Company Fax Number: _____

Date of Invoice: _____

For Date: _____ Start: _____ End: _____ Total Hours: _____

Daily breakdown of service provided: Crew size, number of crews provided, hours of work, daily/hourly rate (either day rate or standby rate), line by line total for each crew size, overtime (approved), approved travel time, _____.

Additional equipment authorized to be used (individual identified) with the approved rate.

Attach Ministry (OFC Representative) signed Daily Time Sheets

Daily Time Sheets – original daily time sheets will reside with the Fire Crew representative at time of signing.

Invoices not meeting this requirement may be delayed in payment due to the verification process required.

Contractors are not eligible for overdue interest payments where the delay is the result of the Contractor's failure to provide adequate information.

APPENDIX D - DAILY TIME RECORD

Original copy to the OFC Representative signing the Daily Time Reports.

Duplicate copy to be attached to the invoice.

DAILY TIME REPORT (SAMPLE)

Company or Individual Name: _____

Incident Number: _____

Date: _____

Individual Name	Fire Line Position	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Init

Equipment Type	Yr/Size	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Kms

Accommodation Contractor: Camp: Ministry: Hotel Name:		Meals Contractor: (circle) B L D Camps/Ministry: (circle) B L D	
Contractor Rep or Individual Signature:		Time Recorder:	
OFC Rep / Receiving Authority:	Emp. #	Print Name	
Comments:			

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the Financial Administration Act. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Citizens at 250 358-8915, PO Box 9403 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province


THIS CERTIFICATE IS REQUESTED BY AND ISSUED TO (Name of official) Office of the Fire Commissioner		AGREEMENT IDENTIFICATION NO. SO-C-OFC1415J90005
PROVINCE'S CONTACT PERSON NAME & TITLE Kelly Gilday Executive Director, Mitigation/Deputy Fire Commissioner		PHONE NO. (250) 952-4919
MAILING ADDRESS Block A Suite 200 - 2261, Keating Cross Road		FAX NO. (250) 952-4888
CONTRACTOR NAME Strategic Fire Control Ltd		POSTAL CODE V8M 2A5
CONTRACTOR ADDRESS 329 Van Home St. S, Cranbrook BC		POSTAL CODE V1C 1Z6

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Strategic Silviculture Ltd. & Strategic Fire Control Ltd.	
	ADDRESS 329 Van Home St. S., Cranbrook, BC	POSTAL CODE V1C 1Z6
OPERATIONS INSURED	PROVIDE DETAILS Silviculture & Fire Control	
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYYMM/DD
Commercial General Liability	Lloyds of London s.21	2014/01/18
Forest Fire Fighting Expense	Lloyds of London s.21	2014/04/18
		s.21

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

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM Kootenay Insurance Services	ADDRESS 910 Baker St. Cranbrook, BC	PHONE NO. 250-4174/526
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) CORY ROBERTSON CAIS	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURE(S) 	DATE SIGNED June 28 / 13



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SP-U-OFC1415J90004

THIS STANDING OFFER is made on the 25th day of June, 2013

Panorama Crew Services Inc

Box 962

Nelson BC V1L 6A5

Contact Person: Terry Lamb

Phone Number: 250-229-4709

After Hours Phone Number: 250-229-4709
s.22

Fax Number: 250-229-4759

Email Address: panosil@telus.net

The Proponent

**HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES
DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE
GOVERNMENT OF BRITISH COLUMBIA**

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the Proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;

- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:

- a) The Proponent will provide the Services set out in Schedule A;
- b) A Contract is formed on receipt by the Proponent of the Draw-Down;
- c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
- d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
- e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
- f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
- g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
- h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
- i) The terms and conditions set out in Schedule "C" will apply to each Contract.

4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - iv. and include but is not limited to:
 1. Products and Completed Operations Liability;
 2. Owner's and Contractor's Protective Liability;
 3. Contingent Employer's Liability;
 4. Blanket Written Contractual Liability;
 5. Personal Injury Liability;
 6. Non-owned Automobile Liability;
 7. Employees as Additional Insured's;
 8. Broad Form Property Damage; and
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.

11. The Contractor must provide the Province with evidence of all required insurance as follows:
- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

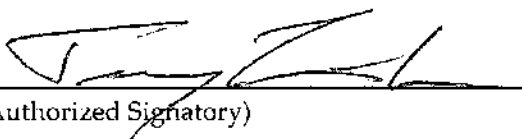
Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

TERRY LAMB.
(Print Name)


(Authorized Signatory)

PRESIDENT
(Print Title)

July 5, 2013.
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals as described in Part 2 of this Schedule. The SPU's are used by Ministry personnel to protect structures from wild land urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Part 2 of Schedule "A".
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Part 2 of this Schedule. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the Motor Vehicle Act.
- Delivery of SPU to the location as requested by the Ministry. No Contractor attendant is required and such attendance would be optional at the Contractor's expense. The Contractor will be contacted and informed when the SPU is ready to be picked up and the location where it can be retrieved. The contractor will pick up the SPU from the location determined by the Ministry in a timely manner.

PART 2. STRUCTURE PROTECTION UNIT MINIMUM EQUIPMENT REQUIREMENTS

Note: New Type 2 SPU's to meet the following inventory requirements listed below.

- a. Ensure all QC (Quick Couple) connectors are ULC rated.

Existing Type 2 SPU's may meet equivalent requirements as per the following 4 points:

- b. 5/8 "/16mm hose lengths add up to total number of feet until excess short hose wears out.
- c. Upgrade to lined percolating 1.5"/38mm hose as other hose types wears out.
- d. 1.5 "/38mm hose lengths add up to total length identified.
- e. Any medium sprinklers (3/4"/19mm) will be counted as small sprinklers for total numbers

Category	Item	Description	Unit	Type 2
Pumps	Mark 3 or Wick 375	High pressure 2 stroke	#	4
	BB 4	High pressure 4 stroke	#	0
	Pump Tool Kit	As per contents list on pages 6 & 7	#	4
	2"/51mm Suction hose x 10ft/3.2m	c/w aluminum foot valve & strainer	#	4
	Fuel cans	25 L Gerry cans	#	8
	Fuel lines	Single can	#	2 spare & Pump box
	Extra Fuel lines	Dual fuel line for pumps	#	5
	Mix oil	12 L Case 2 cycle oil	#	2
Hose	2.5"/64mm diameter	50 ft/15.2m BCT cplgs. 600psi/4200kPa	lengths	20
	(BCT = BC Thread)	1.5"/38mm diameter lined percolating	lengths	25
	(QC = Quick Couple)	1.5"/38mm diameter lined percolating	lengths	50
	(GHT = Garden Hose Thread)	Econo 5/8 "/16mm diameter hose	lengths	150
		Econo 5/8 "/16mm diameter hose	lengths	50
		Econo 5/8 "/16mm diameter hose	lengths	50
Nozzles	1.5"/38mm QC	Multi-orifice aluminum 4 in 1 (i.e. Hansen)	#	Pump box
	3/4 "/19mm GHT thread	Brass	#	5
Valves	1.5"/38mm	3 way QC c/w shutoff	#	30
Sprinklers	Roof butterfly 1/2"/13mm head	39.5"/1m OAL aluminum pole c/w 3/4"/19mm M x F GHT threads (4.3gpm/19.5lpm @ 50psi/345kPa = 26'/7.9m wetted radius)	heads	30
	Large 1"/25mm	1/2"/13mm steel dual step spike, brass head, full circle impact (7/32"/5.6mm nozzle, 7.8gpm/35.5lpm @ 50psi/345kPa = 55'/16.8m wetted radius) Or (3/16"/4.8mm nozzle, 5.8gpm/26.4lpm @ 50psi/345kPa = 51'/15.5m wetted radius)	heads	50

	Medium	¾"/19mm	heads	0
	Small ½"/13mm	½"/13mm steel dual step spike, brass head, full circle impact (5/32"/4mm nozzle, 4.3gpm/19.5lpm @ 50psi/345kPa = 41'/12.5m wetted radius) Or (7/64"/2.8mm nozzle, 2.0gpm/9.1lpm @ 50psi/345kPa = 36'/11m wetted radius)	heads	50
Water thieves	2.5"/64mm M x F BAT thread x 1.5"/38mm QC	Pyrolite	#	15
	1.5"/38mm QC x ¾"/19mm male GHT c/w shutoff	Pyrolite or plastic	#	100
Adapters	Hydrant Kit	4"/102mm storz to 2.5"/64mm BCT male	#	0
		5"/127mm storz to 2.5"/64mm BCT male	#	0
		2.5"/64mm hydrant gate valve F x M BCT	#	2
		2.5"/64mm F BCT X 2"/51mm FNPT SSW pyrolite	#	0
		2.5"/64mm x 1.5"/51mm P100A light gated wye	#	0
		2.5"/64mm BCT pyrolite wye	#	0
		2.5"/64mm BCT plain pyrolite Siamese	#	0
		2.5"/64mm BCT double female coupling	#	1
		2.5"/64mm BCT double male coupling	#	1
		2.5"/64mm BCT gated wye	#	1
		2.5"/64mm BCT to 1.5"/38mm QC	#	5
		Hydrant wrench	#	2
	Miscellaneous ¾" /19mm GHT (Econo)	3 way ¾"/19mm GHT individually gated	#	20
		¾"/19mm GHT double female adaptor	#	25
		1.5"/38mm QC x ¾"/19mm GHT male reducers	#	5
		1.5"/38mm QC x ¾"/19mm GHT female increasers	#	5
		Washer pack	#	Pump box
		¾"/19mm GHT Ball valve shutoffs	#	10
	¾"/19mm Rebar	8 ft/2.4m lengths to raise sprinklers	#	0
Bladders	Portable tank	2500 imp. gal. /11,365L.	#	1
<i>For Type 2 SPU's</i>	<i>Recommend lime</i>	<i>green for any new tanks</i>	<i>for</i>	<i>ID</i>
	Drain valve kit	3"/76mm M to 2"/64mm M drain valve assembly c/w shutoff	#	1
		1.5"/38mm female to 3"/76mm male	#	0
		1.5"/38mm female to 2"/51mm male	#	0
Foam Kit	Fast Foam c/w cartridges	1.5"/38mm QC nozzle	#	0
		¾"/19mm GHT nozzle	#	0
Ladders	Extension	24 ft/7.3m Grade A	#	1
	Combo step/ext	8 ft/2.4m – 13 ft/4m	#	0
	Roof	16 ft/4.9m	#	0
	Step	4 ft/1.2m for shelves	#	0
Lighting kit	Generator	2,500 watt	#	1
	Halogen yard light	Double head c/w stand or sim.	#	2
	Extension cord	50 ft/15.2m	#	2
	Power bars		#	1
	Halogen spot light		#	0

	Headlamps		#	0
	Batteries	AAA or AA for headlamps	#	0
FF tools	Shovels		#	1
	Pulaskis		#	1
	McLeod tool		#	1
	Axe	2.5 lb./1.1kg 28"/71cm handle	#	1
	Backpack pump	5 gal/22L collapsible	#	1
Radios	Mobile	In office	#	0
	Repeater	In office	#	0
	Handheld	c/w chargers, antenna, case	#	0
Impact tool kit	Impact driver	c/w case, charger, 2 batteries, bit set	#	2
Carpenters tool kit	Tool box		#	2
	Tool belt	4 pocket	#	2
	Claw hammer		#	2
	Pry bar	18"/46cm	#	2
	Staple gun	(or hammer) c/w staples	#	2
	Vice grips	Needle nose 7"/18cm	#	0
	Pliers	Linesman 6"/15cm	#	0
	Pliers	Fencing 10"/25cm	#	0
	Pliers	Side cutters 8"/20cm	#	0
	Pliers	Channel lock 10"/25cm	#	2
	Olfa cutter	Heavy duty c/w blades	#	0
	Screwdriver	Multi	#	1
	Wrench	Crescent 6"/15cm	#	2
	Wrench	Crescent 10"/25cm	#	2
	Wrench	Pipe 14"/36cm	#	2
	Conduit clamps	50 - 3/8"/9.5mm in bag	bag	4
	Pipe strapping	rolls	#	1
	Tin snips	+/- 10"/25cm	#	1
	Screws	100 - 1 3/4"/44mm	bag	4
	Nails	50 - 2 1/4"/57mm common	bag	0
	Nails	50 - 2 1/2"/64mm duplex	bag	4
	Saw	Carpenter hand	#	1
	Circular saw, wood	Electric - cordless	#	1
Poly	Rolls	200 ft/61m X 6mil	#	2
Sign boards	Chloroplast/Felt marking pens	2 ft/61cm x 2 ft/61cm blank	#	20
Tape		Flagging	Rolls	5
		Teflon	Rolls	2
		Duct	Rolls	2
		Electrical	Rolls	2
Rags		Box	Kg.	2
Misc tools	Rake	Garden	#	0
	Rake	Leaf	#	1
	Broom	Push	#	1
	Broom	Corn	#	0
	Cutters	Bolt 24"/61cm or 36"/91cm	#	1
	Bottle jack	6 ton hydraulic	#	0
Trailer misc	Tie downs	15"/38cm bungee cords	#	5
		20"/51cm bungee cords	#	5
		30"/76cm bungee cords	#	5
		Cargo shelf strap 6 ft/1.8m	#	5
	Tie down straps	Ratchet	pairs	1
	Shelving hardware	Slotted angle	box	0
Rope	Poly rope -3/8 " /9.5mm	Roll	#	1
Safety items	Safety vest	Hi viz	#	0

	Repellent	Insect	#	0
	Fire extinguisher	5 lb/2.2kg	#	1
	First aid kit	Level 1	#	1
	Sign	Caution w/stand/flag	#	0
	Cones	Safety marker 18"/46cm	#	2
	Hose ramps		#	0
Chainsaw kit	Chainsaw	Min. 57 cc c/w 20"/51cm bar	#	1
	Chainsaw gas can	5 L	#	1
	Chain oil	4 L	#	1
	PPE	Chaps, regular	#	1
	Tool kit	Bar wrench, grease gun, spare spark plug, chain filing gauge	#	1
	Files	Chain & Raker	#	2
Miscellaneous	Machete	24"/60 cm	#	1

Type 2 SPU Pump Tool Box contents:

- 1 Tool box, for storage of following
- 1 Aluminium ball back check valve for discharge side of pump QC
- 1 Spark plug, spare for pump
- 1 Rewind rope, spare for pump
- 1 Mesh wire screen to wrap foot valve
- 1 Water thief 1.5 "/38mm QC to ¾ "/19mm GHT c/w shutoff
- 1 ¾ "/19mm brass nozzle
- 1 1.5 "/38mm QC 10 ft/3.2m high pressure (450psi/3150kPa) "pony" hose for tandem hookup or first length before back check valve
- 1 1.5"/38mm QC nozzle, 4 in 1 multi-orifice (i.e. Hansen)
- 1 Priming bucket, collapsible
- 1 3 way valve with shutoff 1.5 "/38mm QC
- 1 Mini grease gun for pump
- 1 Tool kit appropriate for pump (consult MFG and need to be listed)
- 1 Hose wrench for suction hose
- 1 Tandem adaptor 2"/51mm F NPSH x 1.5" QC to run 2 pumps in series
- 1 1.5 "/38mm male adaptor NPSH x QC
- 1 1.5 "/38mm female adaptor NPSH x QC
- 1 Single fuel line for pump
- 1 Gasket kit (spares for GHT fittings, pump, suction hose, discharge hoses)

PART 3. LOST/DAMAGED INVENTORY

Any damage or loss of apparatus or equipment shall be immediately reported to the Ministry in writing prior to departure. The Ministry will reimburse or replace uninsured losses suffered by the Contractor while in the service of the Ministry. Uninsured lost or damaged equipment may be replaced in the following ways:

- Items may be replaced with similar quality material from provincial Wild land fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment only if they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 4. RELATED DOCUMENTATION:

The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off. Travel time, travel distance, records of deployment and time active must be recorded and signed off by Ministry representatives. These records shall be provided by the Contractor to the OFC for payment. Failure to submit these reports will delay payment.

PART 5. GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

Schedule B – Fees and Expenses

FEES:

Type II Structure Protection Units (SPU):

Hours per Calendar Day	Deployment Rate	Standby Rate
> 6 - 24 hours	\$ 3,275.00	\$1,500.00
0 - 6 hours	\$ 1,500.00	\$ 750.00

- a) Deployment Rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory inspection to the satisfaction of the Province.
- b) Standby Rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU except as in e) below.
- c) When on standby, the SPU will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- d) Standby must be authorized by the Office of the Fire Commissioner and can be rescinded with twenty-four (24) hours notice.
- e) The Deployment Rate and the Standby Rate of the SPU unit do not apply after the Ministry has request pickup of the SPU by the Contractor, and before the unit is retrieved by the Contractor from the location designated by the Ministry.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel expenses.

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. No receipts are required for meal expenses claimed. At April 1, 2013 the meal allowances are as follows:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

- b. Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. And is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d. Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e. Ferry charges and highway tolls can be claimed if supported by receipts.
- f. Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address
- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
- a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;

- g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
- h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) **"access"** means disclosure by the provision of access;
 - b) **"Act"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
 - (a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

Panorama Crew Services Inc.
PO Box 962
Nelson, BC V1L 6A5

(the "Offeror")

BACKGROUND

- A. The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4039 dated for reference April 26, 2013.
- B. The parties entered into a Standing Offer Arrangement SO-C-OFC1415J90002 dated for reference the 25th day of June 2013, (the "Standing Offer").
- C. The Request for Standing Offer solicitation # 4039 allows the Standing Offer SO-C-OFC1415J90002 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SO-C-OFC1415J90002 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.



Modification Agreement [Version Number 1]

SIGNED AND DELIVERED

on the 22 day of 04, 2014 on behalf of the
Province by its duly authorized representative

Signature:

Carol McIntock

Print name:

Carol McIntock

SIGNED AND DELIVERED

on the 3 day of 04, 2014 by or on behalf of the
Contractor (or by its authorized signatory or signatories if
the Contractor is a corporation)

Signature(s):

Terry Lamb

Print name(s):

Terry Lamb



STANDING OFFER

STRUCTURE PROTECTION CREW SERVICES FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SO-C-OFC1415J90002

THIS STANDING OFFER is made on the 25th day of June, 2013

Panorama Crew Services Inc
Box 962
Nelson BC V1L 6A5

Contact Person: Terry Lamb
Phone Number: 250-229-4709
After Hours Phone Number: 250-229-4709
s.22

Fax Number: 250-229-4759
Email Address: panosil@tclus.net

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";

- b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- f) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- g) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- h) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- j) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- k) "Services" means those services described in Schedule "A";
- l) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

TERRY LAMB
(Print Name)

[Signature]
(Authorized Signatory)

PRESIDENT
(Print Title)

July 5, 2013.
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The offer is for Structure Protection Crew Services to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used.

The Ministry has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down is made. At the time of accepting a Draw-Down the Contractor will be Fire Ready.

The Supplier will be requested "as and when required" to do work on a Job-by-Job basis. Once a Supplier is contracted to go to work on a Job, the Contractor will stay on the job until released by the Ministry. If the Supplier is contacted regarding a Job and the Supplier indicates the Supplier has the ability and capacity to perform the Structure Protection Crew Services, the Ministry will submit a Draw-Down and the Contractor will immediately forward to the Ministry a Contract Crew Manifest (see Appendix B).

PART 2 STRUCTURE PROTECTION CREW SERVICE REQUIREMENTS

- 1) **Transport** The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup truckers for its own crew transportation to, from and throughout the worksite. Contractor's vehicles must also include a tow package (c/w heavy duty hitch, light receptacle and electric brakes) and ability to move 16 – 20 ft SPU trailer(s) in and around the worksite. Where access to the worksite is by means other than by motor vehicle, transport will be provided by the Province from the nearest passable road or as otherwise agreed upon, to the worksite. A passable road is defined as a road or trails, which is accessible, by a four-wheel drive motor vehicle. All crew transport vehicles will be four-wheel drive. Vehicles which are seven (7) years or older shall have a valid Government Motor Vehicle Inspection sticker.
- 2) **Supply** When the Ministry determines Structure Protection Crew Services are required, a designated Ministry official will contact a Supplier and confirm the Supplier is able to accept the proposed Draw-Down. Before issuing the Draw-Down, the Ministry and the Supplier will agree on the Structure Protection Crew Services to be described in the Draw-Down. Once a Draw-Down is issued, the Contractor will supply the Province with the Structure Protection Crew Services described in the Draw-Down. All crew(s) drawn down will be self-sufficient for the first 24 hours including overnight equipment.
- 3) **WorkSafe BC Coverage** The Contractor will maintain WorkSafe BC registration in good standing and will comply with the provisions, rules and regulations of the Worker's Compensation Act. Optional personal coverage must be maintained as required by WorkSafe BC. Should the Contractor make any amendments to its coverage, the Contractor will notify the Province in writing immediately describing the nature of the change. The Contractor agrees to supply Occupational First Aid Services and Certification as per the requirements of the WorkSafe BC Regulations and as noted under the applicable personnel and equipment requirements.
- 4) **Instructions** Ministry instructions may be issued verbally or in writing.
- 5) **Radios** The Contractor will supply each crew leader with a handheld radio with spare batteries capable of accessing Ministry radio frequencies. These handheld radios must be compliant with Industry Canada regulations. They will be narrow band capable (12.5 kHz channel spacing) and be capable of accessing the Ministry of Natural Resource Operations (formerly Ministry of Forests) Continuous Tone Coded Squelch System (CTCSS) tones. Use of the 100 Hz provincial tones is no longer acceptable. The Contractor will obtain permission from the Ministry of FLNRO for use of Ministry frequencies. If a Contractor is in more than one Radio area, the Province may issue a province-wide permission. The Province may supply additional radio communications on large job sites if required and subject to their availability. The Contractor is responsible for supplying any equipment necessary for communication between their personnel on the fire line. The Contractor will provide in each vehicle a radio with the local logging road frequencies or the Contractor's vehicle will be restricted to following a radio equipped vehicle on active haul roads. Each driver using the posted radio frequencies shall, according to markers posted at one (1) kilometre-intervals along the road announce his/her position and direction of travel and the road name/number on which he is travelling. In addition to requiring all radios to be properly licensed, the Department of Communications (Canada) has four (4) main rules that must/will be observed.

- a) Radio equipment will not be deliberately operated so as to interfere with another station;
- b) Only transmissions concerned with official fire suppression operations are permitted;
- c) Transmissions are not to contain profane or obscene words; and
- d) Information, other than from a public broadcast, shall not be permitted.

The Ministry of FLNRO prohibits any radio discussion of official policy or personnel matters.

Before using a radio on a Ministry of FLNRO radio system, the operator will know and adhere to the following:

- a) The call sign or station name by which the radio used will be identified, also the call sign or names of stations to be called;
- b) The operating schedule, if any, that will be kept;
- c) The frequency or frequencies authorized for use and how the desired radio contacts are to be made.

Suppliers may request access to the Ministry network by filling out a FS 1109 application for access to the radio system. After acceptance as a Supplier, further information about obtaining Radio Network Access may be available from the Fire Centre.

- 6) **Provincial Equipment and Supplies** Any equipment assigned to the Contractor or requisitioned by the Contractor and approved by the Province will be assigned and requisitioned and returned through the facility lending the equipment. The Contractor will be charged for Provincial equipment for which it is responsible and which is damaged beyond normal wear and tear or lost. If the Province and the Contractor agree, the Contractor may replace lost or damaged Provincial equipment at its own expense. Replaced equipment will be of a quality acceptable to the Province. Where the Contractor negligently caused the loss or damage of Provincial equipment, a deduction will be made for one hundred (100%) percent of the unit value as found in the Ministry of FLNRO Asset Management System. Any expendable Provincial supplies used by the Contractor that the Contractor would normally supply, will be deducted from any invoices owing to the Contractor at the current rate. Any fuel (diesel/regular gas) that the Contractor obtains through the Ministry's Bulk Fuel Storage System will be deducted from the invoice at the current retail fuel dealer price.
- 7) **Personnel Standby** The Province may require crews to be on standby for a specified or unspecified period of time. Each request for standby will be made by a separate Draw-Down and will require the crew to report to the Business Location and be ready to proceed to a job within one half (1/2) hour of receiving the Draw-Down for a fire or project should one be issued. Hours of Standby will be set by the OFC or designate. Once a Contractor is placed on standby, they will remain on standby for a minimum of three (3) days or until such time as they are dispatched to work. When the Contractor is on full or half day standby and is dispatched prior to the end of the shift, standby will be billed at the hourly standby rate from the start of the standby shift, to the time of dispatch (nearest hour). Where the Contractor does not meet the response time requirements of standby, the Ministry will deduct the total standby day rate from the invoice. Once a crew is moved from their Business Location, they are considered to be working and paid accordingly.
- 8) **Crew Dispatch and Recall** The Contractor will ensure that the following items have been completed:
 - a) Draw-Down terms have been discussed and agreed upon by both the Contractor and the designated Ministry official, prior to a crew leaving its Business Location and proceeding to a job;

- b) On a daily basis, a complete contract Crew Manifest will be delivered to the SPS . Upon returning to the Business Location (at the end of the day or job) the crew leader will ensure that a Daily Time Summary (for each day and each crew) is signed off by both the crew leader and the designated Ministry official (see Appendix D - Daily Time Record).
- 9) **Supplemental Equipment** Where a Contractor is requested by a designated Ministry official to supply supplemental equipment and does so, it will be negotiated under a separate agreement. Rental rates will be described in the "Equipment Rental Rate Guide" (Blue Book) or at a negotiated rate if not provided in the Blue Book.
- 10) **Incident Action Plan** All structure protection actions will be initiated based upon pre-determined, logical incident action plan as determined by the Ministry representative (SPS). Such plans will ensure the safety of all fireline personnel prior to and during all phases of the action. Failure to comply with the above-mentioned instructions may result in the Contract cancellation.
- 11) **Operations and Safety** The Contractor will ensure their crews take annual refresher courses including Basic Fire Suppression or NFPA 1051 and that this is recorded on Personnel Training Records. The Contractor will ensure that all crews are trained and licensed on equipment that they would be expected to operate. The Contractor will conduct all fire fighting operations in accordance with the S-100 Student Handbook including Basic Fire Suppression and Safety and the Contractor's Safe Work Procedures. Any changes to the Contractor's Safe Work Procedures will be forwarded to the Ministry.
- 12) **Services to Other Government Agencies** If a government agency requests that the Ministry provide fire or other response services, the Ministry may send a Draw-Down for those Structure Protection Crew Services to the Contractor.
- 13) **Reporting and Records** In the case where the Contractor's crew is the first crew arriving at the fire site the Task Force Leader/Crew Leader will receive written or verbal Ministry instructions.
- The Task Force Leader/Crew Leader working on a fire or patrolling a fire will be required to keep both a daily diary of objectives and accomplishments and a map noting the same.
- Daily Time Records will be submitted to the OFC with the invoice for payment (failure to submit these reports will delay payment).
- 14) **Inspection of Fire Operations** When the Contractor's crew has met the set objectives given on the fire, the Task Force Leader/Crew Leader must contact the Structure Protection Specialist (Ministry official) in charge for inspection and further assignment or release.
- 15) **Fire Crew Movements by Aircraft** The following rules will be strictly enforced when fire crew's movement is by aircraft and the Contractor is responsible for advising its personnel:
- a) Total weight of all personal gear (including boots, hard hats etc.) is not to exceed 45 lbs per person. Gear will be weighed prior to loading and excess baggage will be left behind;
 - b) Only items essential to the job will be transported (e.g. no Portable Stereos, Guitars etc.);
 - c) All personal gear will be properly packaged for transport. No garbage bags for clothes. No boots or hard hats tied to the outside of the backpack;

- d) Dangerous Goods or flammable liquid including such items as flares, bear bangers, pepper spray etc. will not be transported on the same aircraft as passengers;
- e) All baggage will have identification tags and show weight for each bag clearly marked.
- f) All personnel may be required to be weighed prior to movement by aircraft.

Failure to comply with these rules will result in the baggage not being loaded and the baggage owner may also be prohibited from boarding the aircraft.

- 16) First Aid Requirements** It is the Contractor's responsibility to supply the WorkSafe BC first aid requirements for the individual crew sizes supplied.
- 17) Ministry Supplied Fire Camp** The Ministry may require contract fire crews to stay in a Ministry supplied fire camp. A Contractor will not be charged room and board for its crews when they are working on a job and are required by the Ministry to stay in a camp supplied by the Ministry. Prior written approval of the Incident Commander will be obtained for any person who is not working to stay in a Ministry camp, and a charge of \$60.00 per person, per day, will be deducted from the Contractor's invoice.
- 18) Supplier Training Records** The Supplier will keep and up-date all crew training records and these records will be available for review by the Ministry. The Supplier will keep up-to-date records of all crew fitness tests.
- 19) Standards of Conduct** The Contractor will ensure individuals treat each other with respect and dignity and will not engage in discrimination or harassment based on any prohibited grounds covered by the Human Rights Code.

Any person or crew found with illegal drugs or alcohol or under the influence of the same will be removed immediately from the operation and the Contract will be terminated and the Standing Offer may be set aside.
- 20) Contractor's Equipment** The Contractor will be responsible for any damage or loss of the Contractor's equipment.
- 21) Personnel Manifest** The Contractor will fax a personnel manifest to the OFC before the personnel depart and they will retain a copy to give to the Incident Commander or designate upon arrival.

PART 3 CREW CRITERIA

Part 3.1 Crew Member Qualifications

The Contractor will ensure that the following positions are held by individuals with the described qualifications:

A. Captain (Crew Leader)

Successful completion of the following:

- a) NFPA 1001 FF 2 or equivalent or three (3) years satisfactory experience as a crew leader on a SPU fire crew member or a equivalent combination of experience and training;

- b) NFPA 1051 Wildland Fire Fighter I or S-100/S-185 or equivalent;
- c) ICS-100 ICS Orientation
- d) ICS-200 Basic ICS
- e) S-115 Structure and Site Preparation
- f) Hinton Forestry Training School - Principles of Fire Behaviour CD-Rom or equivalent;
- g) Hinton Forestry Training School - Wildland Fire – Safety on the fire line or equivalent;
- h) Acted as Captain at a recognized department OR two (2) years satisfactory experience as a fire fighter or SPU fire crew member or a equivalent combination of experience and training;

B. Fire Fighter – NFPA training standard introduction schedule.

All fire crew members must have initiated or completed NFPA 1001 Fire Fighter 1 certification or Basic Fire Fighter Training or equivalent. Where equivalency is requested it is in the sole decision of the OFC to determine what training constitutes equivalency.

Fire Fighter – NFPA training requirements	Fire Fighter – S-Series training requirements
Successful initiation or completion of the following:	Successful completion of the following:
- NFPA 1001 Fire Fighter I Certification or equivalent;	- S-100 - Basic Fire Suppression and Safety or equivalent;
- NFPA 1051 Wildland Fire Fighter I or equivalent (S-115);	- S-185 – Fire Entrapment Avoidance;
- Incident Command System (ICS 100);	- S-115 Structure and Site Preparation or equivalent;
	- Incident Command System (ICS 100);

Note:

Work Safe BC requires that workers who will be involved in the transportation of dangerous goods will be in possession of a Transportation of Dangerous Goods Certificate. All other workers are required to attend a WHMIS course;

Part 3.2 Crew Member Specifications

The following Crew Specifications must be met:

5 Person Crew

1 Crew Leader;

4 Fire Fighters

One of the five-person crew will be the First Aid Attendant Level 1 with Transport Endorsement or First Responder certification;

One person will be a qualified power saw operator;

Part 3.3 Minimum Equipment Requirements

- a. The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup trucks for its own crew lead and crew transportation to, from and throughout the worksite. Contractor's vehicles must include:
 - i. Trailer package with 2" ball
 - ii. Mobile road radio (back board or suitcase type acceptable)
 - iii. Mobile GPS unit
 - iv. Level 1 first aid kit
 - v. Cargo net
 - vi. 2 pair of ratchet tie downs
 - vii. Chainsaw Min. 57 cc c/w 20 inch/51cm bar
 - Chainsaw gas 5 L
 - Chainsaw oil 4 L
 - Chaps
 - Bar wrench, grease gun, and spare spark plug
 - Files for chain and rakers; and a chain filing gauge
- b. All First Aid equipment, Emergency Transport Vehicles (ETV), Mobile Transport (MTC) and First Aid Attendant qualification levels will be supplied by the Contractor as per the Worker's Compensation Board Occupational First Aid Regulations;
- c. The Contractor will ensure that each crewmember will have the following items:
 - i. 1 - Day/fire line backpack
 - ii. Flame resistant coveralls, or pants and shirt
 - iii. Hardhat
 - iv. Hi visibility vest
 - v. Work gloves
 - vi. Eye protection
 - vii. CSA approved footwear
 - viii. 1 – 4 inch/10 cm compress dressing
 - ix. Food and water for 24 hours
 - x. Overnight gear c/w sleeping bag and pup tent
 - xi. - Hearing protection
 - xii. - 1 Sunscreen
 - xiii. - 2 Insect repellent
 - xiv. - Headlamp with spare batteries

3.3.1 Structure Triage Assessment Equipment Kits

In addition, the Contractor will ensure the following minimum equipment is provided for each crew identified:

- a) 1 Ladder rack fabricated of metal on 1 of the pickups
- b) 5 Handheld radios with FLNRO & OFC Frequencies
- c) 2 Digital cameras (SD Card Media)
- d) 1 Handheld compass
- e) 2 Firefighting shovels
- f) 2 Pulaskis
- g) MacLeod tool
- h) Backpack pump
- i) Handheld GPS unit

PART 4 GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

SCHEDULE B – FEES AND EXPENSES

FEES:

Crew Size	Half Day Rate per Crew 6 hrs or less in a Calendar day	Full Day Rate Per Crew (> 6-12 hours in a Calendar Day)	Hourly Rate Per Crew (over 12 hrs in a Calendar Day)	Full Day Standby Rate per Crew (12 hrs in a Calendar Day)
5 person Crew	\$1,800	\$3,600	\$425	\$1800

1. Travel time both ways between the worksite and the Business Location will be considered hours worked. The Contractor and a designated Ministry official will mutually agree on starting and finishing times. Where, through no fault of the Contractor, a workday is shortened:

to less than ½ a workday, it will be billed at no less than ½ (one half) workday;

or to less than a full workday but more than a ½ work day, it will be billed as a full day.

A work day is twelve (12) working hours in a calendar day, including travel time and coffee breaks. Meal breaks are not included in the work day. Where the Contractor's crew continue to work beyond the normal 12 hour work day, all additional hours will be paid at the hourly rate over 12 hours until the end of the shift (maximum of 24 hours less meal breaks). Contract crews must take a minimum of one ½ hour meal break per shift. This break must be recorded in the daily time sheet. Further breaks will be taken after every 5 hours working on the fire line. Time spent in camp or on "off-hours" will not be classified as working time and will not be paid. See Part 2, Section (21) "Ministry Supplied Fire Camp" in schedule 'A'. In certain remote camp situations the Ministry may negotiate different duty days than those submitted in the Safe Work Procedures.

2. The hourly standby rate will be calculated at \$180 per hour.
3. Where a crew is on standby and is dispatched prior to the end of the standby shift, the actual hours on standby will be billed at the appropriate hourly standby rate.
4. In the event the Contractor, without the consent of the Ministry, does not supply the Structure Protection Crew Services described in the Draw-Down, the Ministry will be at liberty to seek all remedies including those contemplated under the Standing Offer.

In the event the Contractor does not supply all the Structure Protection Crew Services described in the Draw-Down, the Ministry will deduct from any payment owed to the Contractor the amount of the missed Structure Protection Crew Service and a pre-estimation of liquidated damages of ten (10%) percent of the total offered daily rate.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

- a) **Provided Food, Lodging, Commissary and Miscellaneous Expenses** At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor is authorized to supply meals and lodging beyond the 24 hours. If authorized, accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. When convenient, the Ministry may make lodging accommodations for the Contractor.

If the Ministry authorization is given for the Contractor to supply meals, then the following amounts will be allowed:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor will be required to set up their own field camp.

The Contractor is responsible for their employees' commissary.

Contractors' should consider obtaining additional travel/medical coverage for their crew(s) for non-work related medical expenses where the medical aid could come from outside the Province.

- b) Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. The vehicle mileage allowance is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c) The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d) Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e) Ferry charges and highway tolls can be claimed if supported by receipts.
- f) Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address

- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.
- h) Invoices and timesheets described in Appendices C and D will be sent by the Contractor to the Ministry. Invoices will be prepared in accordance with Appendix C. A completed Daily Time Record (Appendix D) will be attached to the Contractor's invoice. Failure to attach daily time sheets will result in delays in processing the invoice.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes 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 you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.

22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
 - a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to

your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
 - g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;

- h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) **"access"** means disclosure by the provision of access;
 - b) **"Act"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
 - a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX B - SAMPLE CREW MANIFEST DOCUMENT

The Crew Manifest Document is as follows:

Date: _____

Contractor Name: _____

Contractor Crew Name: _____

Incident # _____

Contractor Safe Work Duty Day Limit: _____

Resource Request # _____

Name of Ministry Representative
making draw down _____

Crew Member Name	Identify Fire Line Position including Crew Leader (Captain) or Crew Member (Fire Fighter)	Employee Duty Days as of today

Radio Call Sign: _____

I certify that the above crew information is accurate and all personnel are properly trained and equipped.

Contractor's Signature: _____

Contractor's Title (printed): _____

Contractor's Name: (printed): _____

APPENDIX C - INVOICING AND DAILY TIME SHEET REQUIREMENTS

Invoice information requirements:

Standing Offer # _____

Project Number: _____

Fire Name: _____

Contractor Name: _____

Contractor Contact Person: _____

Company Address: _____

Company Phone Number: _____

Company Fax Number: _____

Date of Invoice: _____

For Date: _____ Start: _____ End: _____ Total Hours: _____

Daily breakdown of service provided: Crew size, number of crews provided, hours of work, daily/hourly rate (either day rate or standby rate), line by line total for each crew size, overtime (approved), approved travel time, _____.

Additional equipment authorized to be used (individual identified) with the approved rate.

Attach **Ministry (OFC Representative)** signed Daily Time Sheets

Daily Time Sheets – original daily time sheets will reside with the Fire Crew representative at time of signing.

Invoices not meeting this requirement may be delayed in payment due to the verification process required.

Contractors are not eligible for overdue interest payments where the delay is the result of the Contractor's failure to provide adequate information.

APPENDIX D - DAILY TIME RECORD

Original copy to the OFC Representative signing the Daily Time Reports.

Duplicate copy to be attached to the invoice.

DAILY TIME REPORT (SAMPLE)

Company or Individual Name: _____

Incident Number: _____

Date: _____

Individual Name	Fire Line Position	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Init

Equipment Type	Yr/Size	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Kms

Accommodation Contractor: Camp: Ministry: Hotel Name:		Meals Contractor: (circle) B L D Camps/Ministry: (circle) B L D	
Contractor Rep or Individual Signature:		Time Recorder:	
OFC Rep / Receiving Authority:	Emp. #	Print Name	
Comments:			



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

First Call Fire Services Ltd
950 9th Green Drive
Kamloops, BC V2H 1T9

(the "Offeror")

BACKGROUND

- A. The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4038 dated for reference April 26, 2013.
- B. The parties entered into a Standing Offer Arrangement SP-U-OFC1415J90002 dated for reference the 25th day of June 2013, (the "Standing Offer").
- C. The Request for Standing Offer solicitation # 4039 allows the Standing Offer SP-U-OFC1415J90002 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SP-U-OFC1415J90002 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.



Modification Agreement [Version Number 1]

SIGNED AND DELIVERED

on the 07 day of APR, 20 14 on behalf of the
Province by its duly authorized representative

Signature:

Carol McEntock

Print name:

Carol McEntock

SIGNED AND DELIVERED

on the 20 day of MAR, 20 14 by or on behalf of the
Contractor (or by its authorized signatory or signatories if
the Contractor is a corporation)

Signature(s):

Steve Butchart

Print name(s):

Steve Butchart



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SP-U-OFC1415J90002

THIS STANDING OFFER is made on the 25th day of June, 2013

First Call Fire Services Ltd
1623 Cheakamus Drive
Kamloops BC V2E 2T6

Contact Person: Stephen Butchart
Phone Number: 250-819-3473
After Hours Phone Number: 250-819-3473
s.22

Fax Number: N/A
Email Address: swbutch@yahoo.com

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the Proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;

- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC);
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - iv. and include but is not limited to:
 1. Products and Completed Operations Liability;
 2. Owner's and Contractor's Protective Liability;
 3. Contingent Employer's Liability;
 4. Blanket Written Contractual Liability;
 5. Personal Injury Liability;
 6. Non-owned Automobile Liability;
 7. Employees as Additional Insured's;
 8. Broad Form Property Damage; and
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:

- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
- i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

Termination


13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

Stephen Butchart
(Print Name)

owner
(Print Title)


(Authorized Signatory)

June 29, 2013
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals as described in Part 2 of this Schedule. The SPU's are used by Ministry personnel to protect structures from wild land urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Part 2 of Schedule "A".
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Part 2 of this Schedule. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the Motor Vehicle Act.
- Delivery of SPU to the location as requested by the Ministry. No Contractor attendant is required and such attendance would be optional at the Contractor's expense. The Contractor will be contacted and informed when the SPU is ready to be picked up and the location where it can be retrieved. The contractor will pick up the SPU from the location determined by the Ministry in a timely manner.

PART 2. STRUCTURE PROTECTION UNIT MINIMUM EQUIPMENT REQUIREMENTS

Note: New Type 2 SPU's to meet the following inventory requirements listed below.

- a. Ensure all QC (Quick Couple) connectors are ULC rated.

Existing Type 2 SPU's may meet equivalent requirements as per the following 4 points:

- b. 5/8 "/16mm hose lengths add up to total number of feet until excess short hose wears out.
c. Upgrade to lined percolating 1.5"/38mm hose as other hose types wears out.
d. 1.5 "/38mm hose lengths add up to total length identified.
e. Any medium sprinklers (3/4"/19mm) will be counted as small sprinklers for total numbers

Category	Item	Description	Unit	Type 2
Pumps	Mark 3 or Wick 375	High pressure 2 stroke	#	4
	BB 4	High pressure 4 stroke	#	0
	Pump Tool Kit	As per contents list on pages 6 & 7	#	4
	2"/51mm Suction hose x 10ft/3.2m	c/w aluminum foot valve & strainer	#	4
	Fuel cans	25 L. Gerry cans	#	8
	Fuel lines	Single can	#	2 spare & Pump box
	Extra Fuel lines	Dual fuel line for pumps	#	5
	Mix oil	12 L Case 2 cycle oil	#	2
Hose	2.5"/64mm diameter	50 ft /15.2m BCT cplgs. 600psi/4200kPa	lengths	20
(BCT = BC Thread)	1.5"/38mm diameter lined percolating	100 ft/30.5m QC 300psi/2100kPa	lengths	25
(QC = Quick Couple)	1.5"/38mm diameter lined percolating	50 ft/15.2m QC 300psi/2100kPa	lengths	50
(GHT = Garden Hose Thread)	Econo 5/8 "/16mm diameter hose	50 ft/15.2m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	150
	Econo 5/8 "/16mm diameter hose	30 ft/9.1m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
	Econo 5/8 "/16mm diameter hose	15 ft/4.6m c/w 3/4"/19mm GHT cplgs. 300psi/2100kPa	lengths	50
Nozzles	1.5"/38mm QC	Multi-orifice aluminum 4 in 1 (i.e. Hansen)	#	Pump box
	3/4 "/19mm GHT thread	Brass	#	5
Valves	1.5"/38mm	3 way QC c/w shutoff	#	30
Sprinklers	Roof butterfly 1/2"/13mm head	39.5"/1m OAL aluminum pole c/w 3/4"/19mm M x F GHT threads (4.3gpm/19.5lpm @ 50psi/345kPa = 26'/7.9m wetted radius)	heads	30
	Large 1"/25mm	1/2"/13mm steel dual step spike, brass head, full circle impact (7/32"/5.6mm nozzle, 7.8gpm/35.5lpm @ 50psi/345kPa = 55'/16.8m wetted radius) Or (3/16"/4.8mm nozzle, 5.8gpm/26.4lpm @ 50psi/345kPa = 51'/15.5m wetted radius)	heads	50

	Medium	¾"/19mm	heads	0
	Small ½"/13mm	½"/13mm steel dual step spike, brass head, full circle impact (5/32"/4mm nozzle, 4.3gpm/19.5lpm @ 50psi/345kPa = 41"/12.5m wetted radius) Or (7/64"/2.8mm nozzle, 2.0gpm/9.1lpm @ 50psi/345kPa = 36"/11m wetted radius)	heads	50
Water thieves	2.5"/64mm M x F BAT thread x 1.5"/38mm QC	Pyrolite	#	15
	1.5"/38mm QC x ¾"/19mm male GHT c/w shutoff	Pyrolite or plastic	#	100
Adapters	Hydrant Kit	4"/102mm storz to 2.5"/64mm BCT male	#	0
		5"/127mm storz to 2.5"/64mm BCT male	#	0
		2.5"/64mm hydrant gate valve F x M BCT	#	2
		2.5"/64mm F BCT X 2"/51mm FNPT SSW pyrolite	#	0
		2.5"/64mm x 1.5"/51mm P100A light gated wye	#	0
		2.5"/64mm BCT pyrolite wye	#	0
		2.5"/64mm BCT plain pyrolite Siamese	#	0
		2.5"/64mm BCT double female coupling	#	1
		2.5"/64mm BCT double male coupling	#	1
		2.5"/64mm BCT gated wye	#	1
		2.5"/64mm BCT to 1.5"/38mm QC	#	5
		Hydrant wrench	#	2
	Miscellaneous ¾"/19mm GHT (Econo)	3 way ¾"/19mm GHT individually gated	#	20
		¾"/19mm GHT double female adaptor	#	25
		1.5"/38mm QC x ¾"/19mm GHT male reducers	#	5
		1.5"/38mm QC x ¾"/19mm GHT female increasers	#	5
		Washer pack	#	Pump box
		¾"/19mm GHT Ball valve shutoffs	#	10
	¾"/19mm Rebar	8 ft/2.4m lengths to raise sprinklers	#	0
Bladders	Portable tank	2500 imp. gal. /11,365L.	#	1
<i>For Type 2 SPU's</i>	<i>Recommend line</i>	<i>green for any new tanks</i>	<i>for</i>	<i>ID</i>
	Drain valve kit	3"/76mm M to 2"/64mm M drain valve assembly c/w shutoff	#	1
		1.5"/38mm female to 3"/76mm male	#	0
		1.5"/38mm female to 2"/51mm male	#	0
Foam Kit	Fast Foam c/w cartridges	1.5"/38mm QC nozzle	#	0
		¾"/19mm GHT nozzle	#	0
Ladders	Extension	24 ft/7.3m Grade A	#	1
	Combo step/ext	8 ft/2.4m – 13 ft/4m	#	0
	Roof	16 ft/4.9m	#	0
	Step	4 ft/1.2m for shelves	#	0
Lighting kit	Generator	2,500 watt	#	1
	Halogen yard light	Double head c/w stand or sim.	#	2
	Extension cord	50 ft/15.2m	#	2
	Power bars		#	1
	Halogen spot light		#	0

	Headlamps		#	0
	Batteries	AAA or AA for headlamps	#	0
FF tools	Shovels		#	1
	Pulaskis		#	1
	McLeod tool		#	1
	Axe	2.5 lb./1.1kg 28"/71cm handle	#	1
	Backpack pump	5 gal/22L collapsible	#	1
Radios	Mobile	In office	#	0
	Repeater	In office	#	0
	Handheld	c/w chargers, antenna, case	#	0
Impact tool kit	Impact driver	c/w case, charger, 2 batteries, bit set	#	2
Carpenters tool kit	Tool box		#	2
	Tool belt	4 pocket	#	2
	Claw hammer		#	2
	Pry bar	18"/46cm	#	2
	Staple gun	(or hammer) c/w staples	#	2
	Vice grips	Needle nose 7"/18cm	#	0
	Pliers	Linesman 6"/15cm	#	0
	Pliers	Fencing 10"/25cm	#	0
	Pliers	Side cutters 8"/20cm	#	0
	Pliers	Channel lock 10"/25cm	#	2
	Olfa cutter	Heavy duty c/w blades	#	0
	Screwdriver	Multi	#	1
	Wrench	Crescent 6"/15cm	#	2
	Wrench	Crescent 10"/25cm	#	2
	Wrench	Pipe 14"/36cm	#	2
	Conduit clamps	50 - 3/8"/9.5mm in bag	bag	4
	Pipe strapping	rolls	#	1
	Tin snips	+ - 10 "/25cm	#	1
	Screws	100 - 1 3/4"/44mm	bag	4
	Nails	50 - 2 1/4"/57mm common	bag	0
	Nails	50 - 2 1/2"/64mm duplex	bag	4
	Saw	Carpenter hand	#	1
	Circular saw, wood	Electric - cordless	#	1
Poly	Rolls	200 ft/61m X 6mil	#	2
Sign boards	Chloroplast/Felt marking pens	2 ft/61cm x 2 ft/61cm blank	#	20
Tape		Flagging	Rolls	5
		Teflon	Rolls	2
		Duct	Rolls	2
		Electrical	Rolls	2
Rags		Box	Kg.	2
Misc tools	Rake	Garden	#	0
	Rake	Leaf	#	1
	Broom	Push	#	1
	Broom	Corn	#	0
	Cutters	Bolt 24"/61cm or 36"/91cm	#	1
	Bottle jack	6 ton hydraulic	#	0
Trailer misc	Tie downs	15"/38cm bungee cords	#	5
		20"/51cm bungee cords	#	5
		30"/76cm bungee cords	#	5
		Cargo shelf strap 6 ft/1.8m	#	5
	Tie down straps	Ratchet	pairs	1
	Shelving hardware	Slotted angle	box	0
Rope	Poly rope -3/8 " /9.5mm	Roll	#	1
Safety items	Safety vest	Ili viz	#	0

	Repellent	Insect	#	0
	Fire extinguisher	5 lb/2.2kg	#	1
	First aid kit	Level 1	#	1
	Sign	Caution w/stand/flag	#	0
	Cones	Safety marker 18"/46cm	#	2
	Hose ramps		#	0
Chainsaw kit	Chainsaw	Min. 57 cc c/w 20"/51cm bar	#	1
	Chainsaw gas can	5 L	#	1
	Chain oil	4 L	#	1
	PPE	Chaps, regular	#	1
	Tool kit	Bar wrench, grease gun, spare spark plug, chain filing gauge	#	1
	Files	Chain & Raker	#	2
Miscellaneous	Machete	24"/60 cm	#	1

Type 2 SPU Pump Tool Box contents:

- 1 Tool box, for storage of following
- 1 Aluminium ball back check valve for discharge side of pump QC
- 1 Spark plug, spare for pump
- 1 Rewind rope, spare for pump
- 1 Mesh wire screen to wrap foot valve
- 1 Water thief 1.5 "/38mm QC to ¾ "/19mm GHT c/w shutoff
- 1 ¾ "/19mm brass nozzle
- 1 1.5 "/38mm QC 10 ft/3.2m high pressure (450psi/3150kPa) "pony" hose for tandem hookup or first length before back check valve
- 1 1.5"/38mm QC nozzle, 4 in 1 multi-orifice (i.e. Hansen)
- 1 Priming bucket, collapsible
- 1 3 way valve with shutoff 1.5 "/38mm QC
- 1 Mini grease gun for pump
- 1 Tool kit appropriate for pump (consult MFG and need to be listed)
- 1 Hose wrench for suction hose
- 1 Tandem adaptor 2"/51mm F NPSH x 1.5" QC to run 2 pumps in series
- 1 1.5 "/38mm male adaptor NPSH x QC
- 1 1.5 "/38mm female adaptor NPSH x QC
- 1 Single fuel line for pump
- 1 Gasket kit (spares for GHT fittings, pump, suction hose, discharge hoses)

PART 3. LOST/DAMAGED INVENTORY

Any damage or loss of apparatus or equipment shall be immediately reported to the Ministry in writing prior to departure. The Ministry will reimburse or replace uninsured losses suffered by the Contractor while in the service of the Ministry. Uninsured lost or damaged equipment may be replaced in the following ways:

- Items may be replaced with similar quality material from provincial Wild land fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment only if they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 4. RELATED DOCUMENTATION:

The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off. Travel time, travel distance, records of deployment and time active must be recorded and signed off by Ministry representatives. These records shall be provided by the Contractor to the OFC for payment. Failure to submit these reports will delay payment.

PART 5. GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

Schedule B – Fees and Expenses

FEES:

Type II Structure Protection Units (SPU):

Hours per Calendar Day	Deployment Rate	Standby Rate
> 6 - 24 hours	\$ 3,275.00	\$1,500.00
0 - 6 hours	\$ 1,500.00	\$ 750.00

- a) Deployment Rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory inspection to the satisfaction of the Province.
- b) Standby Rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU except as in e) below.
- c) When on standby, the SPU will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- d) Standby must be authorized by the Office of the Fire Commissioner and can be rescinded with twenty-four (24) hours notice.
- e) The Deployment Rate and the Standby Rate of the SPU unit do not apply after the Ministry has request pickup of the SPU by the Contractor, and before the unit is retrieved by the Contractor from the location designated by the Ministry.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel expenses.

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. No receipts are required for meal expenses claimed. At April 1, 2013 the meal allowances are as follows:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

- b. Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. And is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d. Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e. Ferry charges and highway tolls can be claimed if supported by receipts.
- f. Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address
- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Ministry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
- a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
- a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
- a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;

- g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
 - h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) **"access"** means disclosure by the provision of access;
 - b) **"Act"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- (a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



STANDING OFFER
To provide
Structure Protection Crew Services
For
Ministry of Public Safety & Solicitor General

STANDING OFFER REFERENCE NUMBER: SO-000763

THIS STANDING OFFER is made on the 17th day of June, 2011

First Call Fire Services Ltd
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Contact Person: Steve Butcher
Phone Number: 250-819-3473
After Hours Phone Number: 250-819-3473

s.22

Email Address: swbutch@yahoo.com

The Supplier,

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF PUBLIC SAFETY & SOLICITOR GENERAL OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Business Location" means the point where the Supplier has an established independent operation that includes a local business address, local city phone number, identified fire crew and fire equipment and supplies to support the identified fire crew;
 - b) "Contract" means the contract created and entered into by the Supplier and the Ministry when the Supplier receives a Draw-Down against the Standing Offer, for a specific Structure Protection Crew Services described in the Draw-Down at the prices set out in Schedule "B";
 - c) "Contractor" means the Supplier who receives a Draw-Down for the provisions of any portion of services from the Standing Offer;
 - d) "Draw-Down" means any verbal or written communication by the Province to the Supplier, which accepts the Standing Offer for certain services;
 - e) "Expanded Attack" means a period of prolonged suppression activity requiring a larger than normal organization, higher than normal resource commitment and significant additional expenditures. Expanded Attack can occur on large fires when initial attack fails;
 - f) "Fire Ready" means that the Contractor has the equipment and personnel to meet the Draw Down requirements;
 - g) "FLNRO" means the Ministry of Forests, Land and Natural Resource Operations;
 - h) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;

- i) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC);
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- n) "Services" means those services described in Schedule "A";
- o) "Safe Work Procedures" means the Supplier's written Safe Work Procedures that meets the Occupational Health and Safety Procedures that meets the requirements of the *Worker's Compensation Act* of Work Safe BC and include the following:
 - 1) A description of safe work procedures for all workers including WHIMIS;
 - 2) Check-in procedure at each job;
 - 3) Accident investigation procedures;
 - 4) Safety inspection procedures;
 - 5) Emergency procedure in the case of an accident;
 - 6) Procedures for transporting an injured worker;
 - 7) Helicopter safety procedures;
 - 8) Fire Fighter Fatigue/Days of rest and Duty days;
 - 9) Danger Tree Assessing procedures;
 - 10) Power Saw Operator Training procedures;
- p) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B";
- q) "Structure Protection Crew services" means those Services described in Schedule "A";
- r) "Structure Triage Assessment" means completing wildland fire potential damage assessments of structures and other property in accordance to SOCs and on approval forms/format(s) and submitting completed assessments to the Structure Protection Specialist (on site Ministry Representative) at the end of each day;
- s) "Supplier Representative" means Steve Butchart who is the representative assigned by the Supplier to oversee the Standing Offer;
- t) "Work Site" means operations area of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

- 2. This Standing Offer will expire on March 31, 2012 unless withdrawn in accordance with paragraph 7 or the followings;
- 3. The Supplier understands and agrees that:
 - a) A Contract is deemed to be subject to the terms of the Draw Down;
 - b) A Draw Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - c) The issue and distribution of this Standing Offer does not obligate the Province to authorize or order all or any of the Services described in this Standing Offer;
 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - e) The Province reserves a right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;

- d) The Province reserves the right to set aside this Standing Offer for whatever reason, and not make it available for any Draw-Downs;
 - e) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - f) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

- 5. Services will be ordered by issuance of a Draw-Down.
- 6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all other terms shall not written or said.

Notification of Withdrawal

- 7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
- 8. The Supplier hereby agrees to fulfill any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit / Inspections

- 9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the scheduling and inspection.

Insurance

- 10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurance with insurers licensed in British Columbia, in the forms and amounts below:
 - a) Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence and shall cover bodily injury, property damage. The Province is to be added as an additional insured under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety & Solicitor-General and any of his/her employees, servants or agents". The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include but is not limited to:
 - 1) Product and Completed Operations Liability;
 - 2) Owner's and Contractor's Protective Liability;
 - 3) Contingent Bondholder's Liability;
 - 4) Blanket Worker's Compensation Liability;
 - 5) Personal Injury Liability;
 - 6) Non-owned Automobile Liability;
 - 7) Cross Liability;
 - 8) Employment related tort claims.

9) Broad Form Property Damage; and

- b) Automotive Liability Insurance providing third party liability for all licensed vehicles owned, leased, or used in the performance of the Services, with inclusive limits of not less than \$2,000,000.00

11. The Supplier will provide the following:

- a) Prior to any Work Order, evidence in the form of a completed Province of British Columbia Certificate of Insurance of all insurance required under paragraph 10;
- b) When requested, certified copies of required policies; and
- c) Evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance at least fifteen (15) days prior to the expiry date of the policies required under paragraph 10.

12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and affixed the Standing Offer on the date first above written.

Signed by the Supplier

Stephen Butchart
(Print Name)

[Signature]
(Authorized Signature)

Owner
(Print Title)

June 17, 2011
(Date)

STANDING OFFER REFERENCE NUMBER: SO-000763

- i) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by a OFC;
- j) "Ministry" means the Province's Ministry of Public Safety & Solicitor-General, Office of the Fire Commissioner (OFC);
- k) "Ministry Official" means the individual(s) designated from time to time by the Ministry to oversee this Standing Offer on behalf of the Province;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- m) "Representative (Province)" means Rob Owens or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- n) "Services" means those services described in Schedule "A";
- o) "Safe Work Procedures" means the Supplier's written Safe Work Procedures that meets the Occupational Health and Safety Procedures that meets the requirements of the *Worker's Compensation Act* of WorkSafe BC and include the following:
 - 1) A description of safe work procedures for all workers including WHIMIS;
 - 2) Check-in procedure at each job;
 - 3) Accident investigation procedures;
 - 4) Safety inspection procedures;
 - 5) Emergency procedure in the case of an accident;
 - 6) Procedures for transporting an injured worker;
 - 7) Helicopter safety procedures;
 - 8) Fire Fighter Fatigue/Days of rest and Duty days;
 - 9) Danger Free Assessing procedures;
 - 10) Power Saw Operator Training procedures;
- p) "Standing Offer" means the Supplier's offer set out in this document to supply the Services at the prices set out in Schedule "B";
- q) "Structure Protection Crew Services" means those Services described in Schedule "A";
- r) "Structure Triage Assessment" means completing wildland fire potential damage assessments of structures and other property in accordance with BC OHS and/or approval forms/format(s) and submitting completed assessments to the Structure Protection Specialist (on site Ministry Representative) at the end of each day;
- s) "Supplier Representative" means Steve Butchart who is the representative assigned by the Supplier to oversee the Standing Offer;
- t) "Work Site" means operational areas of the Ministry of Public Safety & Solicitor-General, Structure Protection Program;

Expiry

2. This Standing Offer will expire on March 31, 2014 unless withdrawn in accordance with paragraph 7 or the following:
3. The Supplier understands and agrees that:
 - a) A Contract is formed on receipt by the Supplier of the Draw-Down;
 - b) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - c) The issue and distribution of this Standing Offer does not obligate the Province to authorize or order all or any of the Services described in this Standing Offer;
 - d) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - e) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;

- f) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw-Downs;
 - g) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Supplier and the Province; and
 - h) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Supplier amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

- 5. Services will be ordered by issuance of a Draw-Down.
- 6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

- 7. In the event that the Supplier wishes to withdraw this Standing Offer, the Supplier will provide not less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer will not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
- 8. The Supplier hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Implementation and Continuous Audit/Inspection

- 9. The Province may at any time and without prior notice, conduct an audit/inspection of the Supplier and each Fire Centre will be responsible for the auditing and inspection.

Insurance

- 10. The Supplier will, without limiting its obligation or liabilities under a Contract, and at its own expense, purchase and maintain the following insurances with insurers licensed in British Columbia, in the forms and amounts below:
 - a) **Comprehensive General Liability Insurance** in an amount not less than **\$2,000,000.00** inclusive per occurrence against bodily injury and property damage. The Province is to be added as an additional insured under this policy as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety & Solicitor-General and any of his/her employees, servants or agents...". The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include but is not limited to:
 - 1) Products and Completed Operations Liability;
 - 2) Owner's and Contractor's Protective Liability;
 - 3) Contingent Employer's Liability;
 - 4) Blanket Written Contractual Liability;
 - 5) Personal Injury Liability;
 - 6) Non-owned Automobile Liability;
 - 7) Cross Liability;
 - 8) Employees as Additional insured's.

- b) **Automobile Liability Insurance** providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits of not less than \$2,000,000.00

11. The Supplier will provide the Province:

- a) Prior to any Draw-Down, evidence in the form of a completed Province of British Columbia Certificate of Insurance of all insurance required under paragraph 10;
- b) When requested, certified copies of required policies; and
- c) Evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance at least fourteen (14) days prior to the expiry date of the policies required under paragraph 10.

12. The Supplier may obtain any additional insurance at its own expense, as it considers necessary for the normal operation of its business.

Termination

- 13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Company if the Company fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Supplier

(Print Name)

(Print Title)

(Authorized Signatory)

(Date)

SCHEDULE "A" – SERVICES

Description of Services

The offer is for Structure Protection Crew Services to be provided to the Ministry or other government agencies on an as, if and when requested basis with no guarantee that any of the services will be used

A Ministry has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down is made. At the time of accepting a Draw-Down the Contractor will be fire ready.

The Supplier will be requested "as and when required" to do work on a job-by-job basis. Once a Supplier is contracted to go to work on a job, the Contractor will stay on the job until released by the Ministry. If the Supplier is contacted regarding a job and the Supplier indicates the Supplier has the ability and capacity to perform the Structure Protection Crew Services, the Ministry will submit a Draw-Down and the Contractor will immediately forward to the Ministry a Contract Crew Manifest (see Appendix A).

Structure Protection Crew Requirements

1) Transport

The Contractor agrees to supply minimum of two -- $\frac{3}{4}$ ton 4x4 pickup truckers for its own crew transportation to, from and throughout the worksite. Contractor's vehicles must also include a tow package (c/w heavy duty hitch, light receptacle and electric brakes) and ability to move 16 – 20 ft SPU trailer(s) in and around the worksite. Where access to the worksite is by means other than by motor vehicle, transport will be provided by the Province from the nearest passable road or as otherwise agreed upon, to the worksite. A passable road is defined as a road or trails, which is accessible, by a four-wheel drive motor vehicle. All crew transport vehicles will be four-wheel drive. Vehicles which are seven (7) years or older shall have a valid Government Motor Vehicle Inspection sticker.

2) Hours of Work

Travel time both ways between the worksite and the Business Location will be considered hours worked. The Contractor and a designated Ministry official will mutually agree on starting and finishing times. Where, through no fault of the Contractor, a workday is shortened:

- a) to less than $\frac{1}{2}$ day, it will be billed at no less than $\frac{1}{2}$ (one half) workday; or
- b) to less than a full day but more than $\frac{1}{2}$ day, it will be billed as a full day.

A work day is twelve (12) working hours including travel time and coffee breaks. Meal breaks are not included in the workday. Where the Contractor's crew continue to work beyond the normal 12 hour work day, all additional hours will be paid at the hourly rate over 12 hours until the end of the shift (maximum of 24 hours less meal breaks). Contract crews must take a minimum of one $\frac{1}{2}$ hour meal break per shift. This break must be recorded in the daily time sheet. Further breaks will be taken after every 5 hours working on the fire line.

Time spent in camp or on "off-hours" will not be classified as working time and will not be paid. See Section 3.1 (21) "Ministry Supplied Fire Camp".

In certain remote camp situations the Ministry may negotiate different duty days than those submitted in the Safe Work Procedures.

3) Supply

When the Ministry determines Structure Protection Crew Services are required, a designated Ministry official will contact a Supplier and confirm the Supplier is able to accept the proposed Draw-Down.

Before issuing the Draw-Down, the Ministry and the Supplier will agree on the Structure Protection Crew Services to be described in the Draw-Down.

Once a Draw-Down is issued, the Contractor will supply the Province with the Structure Protection Crew Services described in the Draw-Down.

All crew(s) drawn down will be self-sufficient for the first 24 hours including overnight equipment.

4) Missing Services

In the event the Contractor, without the consent of the Ministry, does not supply the Structure Protection Crew Services described in the Draw-Down, the Ministry will be at liberty to seek all remedies including those contemplated under the Standing Offer.

In the event the Contractor does not supply all the Structure Protection Crew Services described in the Draw-Down, the Ministry will deduct from any payment owed to the Contractor the amount of the missed Structure Protection Crew Service and a pre-estimation of liquidated damages of ten (10%) percent of the total offered daily rate.

5) WorkSafe BC Coverage

The Contractor will maintain WorkSafe BC registration in good standing and will comply with the provisions, rules and regulations of the *Worker's Compensation Act*. Optional personal coverage must be maintained as required by WorkSafe BC. Should the Contractor make any amendments to its coverage, the Contractor will notify the Province in writing immediately describing the nature of the change. The Contractor agrees to supply Occupational First Aid Services and Certification as per the requirements of the WorkSafe BC Regulations and as noted under the applicable personnel and equipment requirements.

6) Instructions

Ministry instructions may be issued verbally or in writing.

7) Radios

The Contractor will supply each crew leader with a handheld radio with spare batteries capable of accessing Ministry radio frequencies. These handheld radios must be compliant with Industry Canada regulations. They will be narrow band capable (12.5 kHz channel spacing) and be capable of accessing the Ministry of Natural Resource Operations (formerly Ministry of Forests) Continuous Tone Coded Squelch System (CTCSS) tones. Use of the 100 Hz provincial tones is no longer acceptable.

The Contractor will obtain permission from the Ministry of FLNRO for use of Ministry frequencies. If a Contractor is in more than one Radio area, the Province may issue a province-wide permission. The Province may supply additional radio communications on large job sites if required and subject to their availability. The Contractor is responsible for supplying any equipment necessary for communication between their personnel on the fire line.

The Contractor will provide in each vehicle a radio with the local logging road frequencies or the Contractor's vehicle will be restricted to following a radio equipped vehicle on active haul roads. Each driver using the posted radio frequencies shall, according to markers posted at one (1) kilometre-intervals along the road announce his/her position and direction of travel and the road name/number on which he is travelling.

In addition to requiring all radios to be properly licensed, the Department of Communications (Canada) has four (4) main rules that must be observed:

1. Radio equipment will not be deliberately operated so as to interfere with another station;
2. Only transmissions connected with official fire suppression operations are permitted;
3. Transmissions are not to contain profane or obscene words; and
4. Information, other than from a public broadcast, shall not be permitted.

The Ministry of FLNRO prohibits any radio discussion of official policy or personnel matters.

Before using a radio on a Ministry of FLNRO radio system, the operator will know and adhere to the following:

1. The call sign or station name by which the radio used will be identified, also the call sign or names of stations to be called;
2. The operating schedule, if any, that will be kept;
3. The frequency or frequencies authorized for use and how the desired radio contacts are to be made.

Suppliers may request access to the Ministry network by filling out a FS 1109 application for access to the radio system. After acceptance as a Supplier, further information about obtaining Radio Network Access may be available from the Fire Centre.

8) Provincial Equipment and supplies

Any equipment assigned to the Contractor or requisitioned by the Contractor and approved by the Province will be assigned and requisitioned and returned through the facility lending the equipment.

The Contractor will be charged for Provincial equipment for which it is responsible and which is damaged beyond normal wear and tear or lost. If the Province and the Contractor agree, the Contractor may replace lost or damaged Provincial equipment at its own expense. Replaced equipment will be of a quality acceptable to the Province.

Where the Contractor negligently caused the loss or damage of Provincial equipment, a deduction will be made for one hundred (100) percent of the unit value as found in the Ministry of FLNRO Asset Management System.

Any expendable Provincial supplies used by the Contractor that the Contractor would normally supply, will be deducted from any invoices owing to the Contractor at the current rate.

Any fuel (diesel/regular gas) that the Contractor obtains through the Ministry's Bulk Fuel Storage System will be deducted from the invoice at the current retail fuel dealer price.

9) Personnel Standby

The Province may require crews to be on standby for a specified or unspecified period of time. Each request for standby will be made by a separate Draw-Down and will require the crew to report to the Business Location and be ready to proceed to a job within one half (1/2) hour of receiving the Draw-Down for a fire or project should one be issued. Hours of standby will be set by the OFC or designate.

Once a Contractor is placed on standby, they will remain on standby for a minimum of three (3) days or until such time as they are dispatched to work.

When the Contractor is on full or half day standby and is dispatched prior to the end of the shift, standby will be billed at the hourly standby rate from the start of the standby shift to the time of dispatch (nearest hour). Where the Contractor does not meet the response time requirements of standby, the Ministry will deduct the total standby day rate from the invoice. Once a crew is moved from their Business Location, they are considered to be working and paid accordingly.

10) Crew Dispatch and Recall

The Contractor will ensure that all the following items are being complied:

1. Draw-Down terms have been discussed and agreed upon by both the Contractor and the designated Ministry official, prior to a crew leaving it's Business Location and proceeding to a job;
2. On a daily basis, a complete contract Crew Manifest will be delivered to the SPS. Upon returning to the Business Location later in the day or job the crew leader will ensure that a Daily Time Summary (for each day and each crew) is signed off by both the crew leader and the designated Ministry official (see Appendix B "Daily Time Record").

11) Supplemental Equipment

Where a Contractor is requested by a designated Ministry official to supply supplemental equipment and does so, it will be negotiated under a separate agreement. Rental rates will be described in the "Equipment Rental Rate Guide" (Blue Book) or at a negotiated rate if not provided in the Blue Book.

12) Incident Action Plan

All structure protection actions will be initiated based upon pre-determined, logical incident action plan as determined by the Ministry representative (SPS). Such plans will ensure the safety of all fireline personnel prior to and during all phases of the action. Failure to comply with the above-mentioned instructions may result in the Contract cancellation.

13) Operations and Safety

The Contractor will ensure their crews take annual refresher courses including Basic Fire Suppression or NFPA 1051 and that this is recorded on Personnel Training Records. The Contractor will ensure that all crews are trained and licensed on equipment that they would be expected to operate.

The Contractor will conduct all fire fighting operations in accordance with the S-100 Student Handbook including Basic Fire Suppression and Safety and the Contractor's Safe Work Procedures. Any changes to the Contractor's Safe Work Procedures will be forwarded to the Ministry.

14) Services to Other Government Agencies

If a government agency requests that the Ministry provide fire or other response services, the Ministry may send a Draw-Down for those structure protection crew services to the Contractor.

15) Reporting and Records

In the case where the Contractor's crew is the first crew arriving at the fire site the Task Force Leader/Crew Leader will:

- a) Receive written or verbal Ministry instructions;

The Task Force Leader/Crew Leader working on a fire or patrolling a fire will be required to keep both a daily diary of objectives and accomplishments and a map noting the same.

Daily Time Records will be submitted to the Ministry with the invoice for payment (failure to submit these reports will delay payment).

16) Inspection of Fire Operations

When the Contractor's crew has met the set objectives given on the fire, the Task Force Leader/Crew

Leader must contact the Service Protection Specialist (Ministry official) if large for inspection and further assignment or release.

17) Fire Crew Movements by Aircraft

The following rules will be strictly enforced when fire crew's movement is by aircraft and the Contractor is responsible for advising its personnel:

- Total weight of all personal gear (including boots, hard hats etc.) is not to exceed 45 lbs per person. Gear will be weighed prior to loading and excess baggage will be left behind;
- Only items essential to the job will be transported (e.g. no Portable Stereos, Guitars etc.);
- All personal gear will be properly strapped for transport. No garbage bags for clothes. No boots or hard hats tied to the outside of the backpack;
- Dangerous Goods or flammable liquid including such items as flares, bear bangers, pepper spray etc. will not be transported on the same aircraft as passengers;
- All baggage will have identification tags and show weight for each bag clearly marked.
- All personnel may be required to be weighed prior to movement by aircraft.

Failure to comply with these rules will result in the baggage not being loaded and the baggage owner may also be prohibited from boarding the aircraft.

18) Payment to Contractors

Processing of payments and applicable discounts will be in accordance with the *Financial Administration Act*. Regulations pursuant to the *Financial Administration Act* do not permit payment of interest unless the account is overdue by at least 61 calendar days. The overdue period is calculated from the later of the date the Ministry authorized payment or the date the invoice is received, to the date the cheque is dated by the Ministry of Finance.

Invoices and timesheets described in Appendix C will be sent by the Contractor to the Ministry. Invoices will be in accordance with Appendix D. Daily Time Record (Appendix E) will be attached to the Contractor's invoice. Failure to attach daily time sheets will result in delays in processing the invoice.

19) Provided Food, Lodging, Communications and Miscellaneous Expenses

At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor is authorized to supply meals and lodging beyond the 24 hours. If authorized, the Contractor will use the most economic lodging available up to a maximum of \$100.00 per night (before taxes) with two persons sharing (except where this is not possible due to gender concerns) and receipts will be required. Any deviations in either condition will require prior written approval by a Ministry representative. When convenient, the Ministry may try to make lodging accommodations for the Contractor.

If the Ministry authorization is given for the Contractor to supply meals, then the following amounts will be allowed: Breakfast \$11.00, Lunch \$12.25, and Dinner \$22.25. When releasing a Contractor from a job the Incident Commander will advise the Contractor of the meals, lodging and travel time, which are authorized for the Contractor's return to the Business Location.

At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor will be required to set up their own field camp.

The above information will be submitted and verified on the signed daily time sheets and will be signed by the Ministry Representative or designee.

The Contractor is responsible for their employees' commissary. (

Where for reasons beyond its control, the Contractor incurs expenses for pre-approved expenditures other than those specified in Schedule B, the Standing Offer, the Contractor can submit a claim for these expenses. Original receipts will be required. Expenses considered under this clause include Road Toll and Ferry Expenses.

Contractors' should consider obtaining additional travel/medical coverage for their crew(s) for non-work related medical expenses where the medical aid could come from outside the Province.

20) First Aid Requirements

It is the Contractor's responsibility to supply the WorkSafe BC first aid requirements for the individual crew sizes specified.

21) Ministry Supplied Fire Camp

The Ministry may require contractor fire crews to stay in a Ministry supplied fire camp. A Contractor will not be charged room and board for his crew when they are working on a job and are required by the Ministry to stay in a camp supplied by the Ministry. Prior written approval of the Incident Commander will be obtained for any person who is not working to stay in a Ministry camp, and a charge of \$60.00 per person, per day, will be deducted from the Contractor's invoice.

22) Supplier Training Records

The Supplier will keep and up-date all crew training records and these records will be available for review by the Ministry. The Supplier will keep up-to-date records of all crew fitness tests.

23) Standards of Conduct

The Contractor will ensure individuals treat each other with respect and dignity and will not engage in discrimination or harassment based on any prohibited grounds covered by the Human Rights Code.

Any person or crew found with illegal drugs or alcohol or under the influence of the same will be removed immediately from the operation and the Contract will be terminated and the Standing Offer may be set aside.

24) Contractor's Equipment

The Contractor will be responsible for any damage or loss of the Contractor's equipment.

25) Insurance

The Contractor will be required without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, the following insurances with insurers licensed in British Columbia and in terms acceptable to the Province. All required insurance endorsed to provide the Province with 30 days' advance written notice of cancellation or material change. The coverage and amounts are as follows:

- a) **Comprehensive General Liability Insurance** in an amount not less than **\$2,000,000.00** inclusive per occurrence against bodily injury and property damage. The Province is to be added as an additional insured in this policy as follows: "Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Public Safety and

Solicitor-General and _____ of his/her employees, servants or agents. The Insurance Policy must/will be endorsed such that thirty (30) days notice of any material change or cancellation of the policy, either in whole or in part, will be given by the insurers to the Province. Such insurance will include, but is not limited to:

- 1) Products and Completed Operations Liability;
- 2) Owner's and Contractor's Protective Liability;
- 3) Contingent Designer's Liability;
- 4) Blanket Written Contractual Liability;
- 5) Personal Injury Liability;
- 6) Non-Owned Automobile Liability;
- 7) Cross Liability;
- 8) Employees as Additional Insureds; and
- 9) Broad Form Property Damage and

- b) **Automobile Liability Insurance** providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than **\$2,000,000.00**

The successful Contractor(s) will be required to provide the Province with evidence of required in the form of a completed Province of British Columbia Certificate of Insurance within 30 days of notice of award of a Standing Offer. The Certificate of Insurance is to be completed by the Contractor's Insurance Agent/Broker and be submitted to Purchasing Services Branch, Attn: Jerry Gauthier, as noted on the front cover page of the Request for Standing Offer document.

26) Personnel Manifest

The Contractor will fax a personnel manifest to the OFC before the personnel depart and they will retain a copy to give to the Incident Commander or designate upon arrival.

3.2 Crew Member Qualifications and Specifications

The Contractor will ensure that the following positions are held by individuals with the described qualifications:

A. Captain (Crew Leader)

Successful completion of the following:

- 1) NFPA 1001 FF 2 or equivalent, or three (3) years satisfactory experience as a crew leader on a SPU fire crew member or a equivalent combination of experience and training;
- 2) NFPA 1051 Wildland Fire Fighter I or S-100/S-185 or equivalent;
- 3) ICS-100 ICS Orientation;
- 4) ICS-200 Basic ICS;
- 5) S-115 Structure and Site Preparation;
- 6) Hinton Forestry Training School - Principles of Fire Behaviour CD-Rom or equivalent;
- 7) Hinton Forestry Training School - Wildland Fire - Safety on the fire line or equivalent;
- 8) Acted as Captain at a recognized fire department OR two (2) years satisfactory experience as a fire fighter or SPU fire crew member or a equivalent combination of experience and training;

B. Fire Fighter – NFPA, including at least an introduction schedule.

- 1) For 2011 - A minimum of two fire crew members must have initiated or completed NFPA 1001 Fire Fighter I certification or Basic Fire Fighter Training or equivalent. The other two crew members may meet the "S-Series" training requirements listed below.
- 2) For 2012 - A minimum of three fire crew members must have initiated or completed NFPA 1001 Fire Fighter I certification or Basic Fire Fighter Training or equivalent. The other crew members may meet the "S-Series" training requirements listed below.
- 3) For 2013 - All fire crew members must have initiated or completed NFPA 1001 Fire Fighter I certification or Basic Fire Fighter Training or Basic Fire Fighter Training or equivalent.

Fire Fighter – NFPA training requirements	Fire Fighter – S-Series training requirements
Successful initiation or completion of the following:	Successful completion of the following:
- NFPA 1001 Fire Fighter I Certification or equivalent;	- S-100 - Basic Fire Suppression and Safety or equivalent;
- NFPA 1051 Wildland Fire Fighter I or equivalent (S-115);	- S-185 – Fire Entrapment Avoidance;
- Incident Command System (ICS 100);	- S-115 Structure and Site Preparation or equivalent;
	- Incident Command System (ICS 100);

Note:

- Work Safe BC requires that a worker will be involved in the transportation of dangerous goods while in possession of a Transportation of Dangerous Goods Certificate. All other workers are required to attend a WHMIS course.

3.3 Crew Specifications

If the Contractor is approved for the following specifications must be met:

5 Person Crew

1 Crew Leader

4 Fire Fighters

One of the five-person crew will be the First Aid/attendant Level I with Transport Endorsement or First Responder certification.

One person will be a qualified power saw operator.

3.4 Minimum Equipment Requirements

- a) The Contractor agrees to supply minimum of two - ¾ ton 4x4 pickup trucks for its own crew lead and crew transportation to, from and throughout the worksite. Contractor's vehicles must also include, VHF radios (as per Section 3.1 (7) above), a standard tow package and ability to move Type II and III SPU trailer(s) in and around the work site.
- b) All First Aid equipment, Emergency Transport Vehicles (ETV), Mobile Transport (MTC) and First Aid Attendant qualification levels will be supplied by the Contractor as per the Worker's Compensation Board Occupational First Aid Regulations.
- c) The Contractor will ensure that each crewmember will have the following items:
 - 1) One Work Safe BC approved hard hat;
 - 2) One High Visibility Vest (when working around heavy equipment);
 - 3) One pair of work gloves;

- 4) One set of safety goggles, hard hat and face shield or screen (when working around helicopters or aircraft)
- 5) Footwear meeting CSA standards
- 6) One of four, each complete dress kit
- 7) Food and drinking water for a minimum 24 hour shift and
- 8) Nomex, Proban or equivalent flame resistant coveralls (that meet CAN/CGSB 155.22-97 and 155.23-97). Note: Contractor crew uniforms should not be purchased that are red shirt and blue pants. Any Ministry identification on these uniforms must be taken off.
- 9) One Day Pack/Fire Line Pack
- 10) Overnight gear including sleeping bag and pop tent

3.4.1 Structure Triage Assessment Equipment Kits

In addition, the Contractor will ensure the following minimum equipment is provided for each crew identified:

- 2 Level One First Aid Kits
- 1 handheld Ranger Communicator
- 5 handheld URS radio c/w spare batteries
- 2 Global Positioning System (GPS) c/w spare batteries
- 2 Digital Camera c/w spare batteries, computer cable or other means to transfer photos to laptop in a manner that they can be readily correlated with the appropriate Triage Assessment Form
- 1 laptop computer to allow the electronic transfer and delivery of all completed Triage Assessments to the Ministry Officials on a daily basis. A description of the electronic format of these assessments must be provided as part of the proposer's response to this RSO.

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SCHEDULE "B-1", "B-2" AND "B-3" – PRICING

Crew Rates

It is the Contractor's responsibility to cover any overtime, statutory holidays etc as per the *Employment Standards Act* and other employer/employee requirements. This costing will be covered in the Supplier's day rate.

Any mutual agreed to reduction of crew size (when on the job) due to lay off, injury etc. will not result in a pre-estimation of liquidated damages charge. The Contractor will advise the Ministry Representative of any reduction in crew sizes giving the reason and the remedy being taken to address the shortfall. Failure to notify the Ministry Representative of any shortfalls may result in a pre-estimation of liquidated damages charge.

If the Contractor's crew leader or task force leader is requested or required to attend an Incident Command fire meeting after their 12 hour shift, the single fire fighter hourly rate over 12 hours will be used to cover the time spent at the meeting.

Schedule B-1 Crew Rates – Year 1

Year 1 – April 1, 2011 to March 31, 2012

Supplier Name: First Call Fire Services Ltd.

Business Location: 1623 Chekamus Drive, Kamloops B.C.

Crew Size	Number of Crews Available	Full Day Rate (12 hrs) (Per hr/per crew)	Hourly Rate over 12 hrs (per hr/per crew)
5 person crew	1	\$3500.00	\$415.00

1. Number of crews available (must have sufficient equipment and vehicle on hand for each crew);
2. A half work day is 6 hours or less and will be billed at 50% of the applicable day rate;
3. The hourly standby rate will be calculated at 5 % of the full day rate.
4. Where a crew is on standby and is dispatched prior to the end of the standby shift, the actual hours on standby will be billed at the appropriate hourly standby rate.
5. Crew day rate includes the first 250 kilometres, per vehicle, per day from the Business Location. Any kilometres beyond the first 250 kilometres per day will be billed at 0.99 per km

Note: Fuel pricing will remain fixed for one year, any pricing changes associated with rising fuel costs, will be reviewed on an annual basis and the Ministry at its sole discretion may allow for any subsequent increase in the allowable amount charged.

Schedule B-2 Crew Rates – Year 2

Year 2 – April 1, 2012 to March 31, 2013

Supplier Name: First Call Fire Services Ltd.

Business Location: 1623 Chekamus Drive, Kamloops B.C.

Crew Size	Number of Crews Available	Full Day Rate (12 hrs) (Per hr/per crew)	Hourly Rate over 12 hrs (per hr/per crew)
5 person crew	1	\$3600.00	\$425.00

1. Number of crews available (must have sufficient equipment and vehicle on hand for each crew);
2. A half work day is 6 hours or less and will be billed at 50% of the applicable day rate;
3. The hourly standby rate will be calculated at 5 % of the full day rate.
4. Where a crew is on standby and is dispatched prior to the end of the standby shift, the actual hours on standby will be billed at the appropriate hourly standby rate.
5. Crew day rate includes the first 250 kilometres, per vehicle, per day from the Business Location. Any kilometres beyond the first 250 kilometres per day will be billed at 0.99 per km.

Note: Fuel pricing will remain fixed for one year, any pricing changes associated with rising fuel costs, will be reviewed on an annual basis and the Ministry at its sole discretion may allow for any subsequent increase in the allowable amount charged.

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

In this schedule the Province is referred to as the "Province", "we" or "us" as applicable, and the Supplier is referred to as the "Contractor", "you" or "your" as applicable.

Contractor's Obligations

1. You will provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when we release you from a Job (as defined in Schedule "A" of the Standing Offer);
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract;
3. Unless otherwise specified in this Contract, you will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised;
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services;
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You will permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this Contract (collectively the "Material") including without limitation, accounting records, findings, software, data, specifications, drawings, reports and documents, whether complete or not. You will permit us at any time and without prior notice, to conduct an audit/inspection of your fire inspection field operations.
9. You will treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
10. The material and any property we provide to you or a subcontractor is our exclusive property. You will deliver it to us immediately upon our request.
11. The copyright in the Material belongs exclusively to us. Upon our request, you will deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
12. You will maintain and pay for insurance on the terms described in the Standing Offer.
13. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for

under this Contract.

14. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
15. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
16. You will not assign any of your rights under this Contract without our prior written consent.
17. You will not subcontract any of your obligations under this Contract other than the vehicles, Level III first aid services, Mobile Treatment Centre equipment described in Appendix 1 to this Schedule without our prior written consent. No subcontract, whether consented or not, relieves you from any obligations under this Contract. You will ensure that any subcontractor you retain fully complies with this Contract in performing the subcontracted obligations.
18. You will 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 Contract.
19. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
20. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

Payment

21. If you comply with this Contract, we will pay you, less any amount deducted in accordance with Schedule "A":
 - a) For services satisfactorily provided, the fees described in Schedule "B"; and
 - b) The expenses described in Schedule "A" and "B" if they are supported, where applicable, by proper receipts and in our opinion, are necessarily incurred by you in providing the Services.
22. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule "B" or in a Draw-Down.
23. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
24. 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.
25. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.

26. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

Termination

27. We will terminate this Contract:

- a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
- b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (a) we will pay you that portion of the fees and expenses described in paragraph 20 which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

28. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

General

29. You are an independent contractor and not our employee, agent or partner.
30. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.
31. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
32. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
33. Time is of the essence in this Contract.
34. Any notice contemplated by this Contract to be effective, will be in writing and either:
- a) Sent by fax to the addressee's fax number specified in this Contract;
 - b) Delivered by hand to the addressee's address specified in this Contract; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in this Contract.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
35. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and does not waive any other term or any other breach.
36. No modification of this Contract is effective unless it is in writing and signed by the parties.
37. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.

38. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
- a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Deputy Fire Commissioner or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation of the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt by the Deputy Fire Commissioner or his/her designate of the written particulars, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor, or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;
 - f) If the matter in dispute is not resolved promptly pursuant to Section a), the Fire Centre Manager or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instruction pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (e) has been completed.
39. Sections 6 to 11, 13, 15, 23, 24, 27 to 29 and 39 continue to force indefinitely, even after this Contract ends.
40. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
41. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision in this schedule.
42. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province, that combination is referred to as "the parties".

43. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

()

The Crew Manifest Document is as follows:

Date: _____
 Resource Request # _____
 Name of Ministry Representative
 making draw down _____

[illegible]

Radio Call Sign: _____

I certify that the above crew information is accurate and all personnel are properly trained and equipped.

Contractor's Signature: _____

Contractor's Title (printed): _____

Contractor's Name: (printed): _____

Appendix D - Invoicing and Daily Time Sheet Requirements

Invoice information requirements:

Standing Offer # _____
Project Number: _____
Fire Name: _____

Contractor Name: _____
Contractor Contact Person: _____
Company Address: _____
Company Phone Number: _____
Company Fax Number: _____
Date of Invoice: _____

For Date: _____ Start: _____ End: _____ Total Hours: _____

Daily breakdown of service provided: Crew size, number of crews provided, hours of work, daily/hourly rate (either day rate or standby rate), line by line total for each crew size, overtime (approved), approved travel time, _____. Additional equipment authorized to be used (individual identified) with the approved rate.

Attach **Ministry (OFC Representative) signed** Daily Time Sheets

Daily Time Sheets – original daily time sheets will reside with the Fire Crew representative at time of signing.

Invoices not meeting this requirement may be delayed in payment due to the verification process required.

Contractors are not eligible for overdue interest payments where the delay is the result of the Contractor's failure to provide adequate information.

Appendix E Daily Time Record

Original copy to the OFC Representative signing the Daily Time Reports.
Duplicate copy to be attached to the invoice.

DAILY TIME REPORT (SAMPLE)							
Company or Individual Name: _____							
Incident Number: _____							
Date: _____							
Individual Name	Fire Line Position	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Init

Equipment Type	Yr/Size	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Kms

Accommodation Contractor: Camps/Ministry: Hotel Name:				Meals Contractor: (circle) B L D			
Contractor Rep or Individual Signature:				Camps/Ministry: (circle) B L D			
OFC Rep / Receiving Authority:				Time Recorder:			
Emp. #				Print Name			
Comments:							



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

Firestorm
Box 63, 6949 Old Nicola Trail
Quilchena, BC V0E 2R0

(the "Offeror")

BACKGROUND

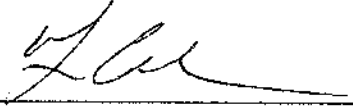
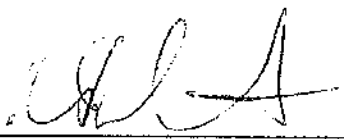
- The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4039 dated for reference April 26, 2013.
- The parties entered into a Standing Offer Arrangement SO-C-OFC1415J90004 dated for reference the 25th day of June 2013, (the "Standing Offer").
- The Request for Standing Offer solicitation # 4039 allows the Standing Offer SO-C-OFC1415J90004 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SO-C-OFC1415J90004 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 9 th day of JULY, 2014 on behalf of the Province by its duly authorized representative Signature:  Print name: GORDON ANDERSON	SIGNED AND DELIVERED on the 03 day of JULY, 2014 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature(s):  Print name(s): Natalie Smolinski
--	--

SO-C-OFC1415J90004



STANDING OFFER

STRUCTURE PROTECTION CREW SERVICES FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SO-C-OFC1415J90004

THIS STANDING OFFER is made on the 25th day of June, 2013

Firestorm Enterprises Ltd
Box 63
6849 Old Nicola Trail
Quilchena BC V0E 2R0

Contact Person: Bob Swart
Phone Number: 1-888-456-3473 / 250-378-4747
After Hours Phone Number: 1-888-456-3473 / 250-378-4747
s.22
Fax Number: 604-909-1940
Email Address: fire.storm@shaw.ca

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";

- b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;
- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- f) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- g) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- h) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- j) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- k) "Services" means those services described in Schedule "A";
- l) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

Bob Swart
(Print Name)

[Signature]
(Authorized Signatory)

President
(Print Title)

July 15, 2013
(Date)

SCHEDULE "A" – SERVICES

PART 1. SERVICES:

The offer is for Structure Protection Crew Services to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used.

The Ministry has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down is made. At the time of accepting a Draw-Down the Contractor will be Fire Ready.

The Supplier will be requested "as and when required" to do work on a Job-by-Job basis. Once a Supplier is contracted to go to work on a Job, the Contractor will stay on the job until released by the Ministry. If the Supplier is contacted regarding a Job and the Supplier indicates the Supplier has the ability and capacity to perform the Structure Protection Crew Services, the Ministry will submit a Draw-Down and the Contractor will immediately forward to the Ministry a Contract Crew Manifest (see Appendix B).

PART 2 STRUCTURE PROTECTION CREW SERVICE REQUIREMENTS

- 1) **Transport** The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup truckers for its own crew transportation to, from and throughout the worksite. Contractor's vehicles must also include a tow package (c/w heavy duty hitch, light receptacle and electric brakes) and ability to move 16 – 20 ft SPU trailer(s) in and around the worksite. Where access to the worksite is by means other than by motor vehicle, transport will be provided by the Province from the nearest passable road or as otherwise agreed upon, to the worksite. A passable road is defined as a road or trails, which is accessible, by a four-wheel drive motor vehicle. All crew transport vehicles will be four-wheel drive. Vehicles which are seven (7) years or older shall have a valid Government Motor Vehicle Inspection sticker.
- 2) **Supply** When the Ministry determines Structure Protection Crew Services are required, a designated Ministry official will contact a Supplier and confirm the Supplier is able to accept the proposed Draw-Down. Before issuing the Draw-Down, the Ministry and the Supplier will agree on the Structure Protection Crew Services to be described in the Draw-Down. Once a Draw-Down is issued, the Contractor will supply the Province with the Structure Protection Crew Services described in the Draw-Down. All crew(s) drawn down will be self-sufficient for the first 24 hours including overnight equipment.
- 3) **WorkSafe BC Coverage** The Contractor will maintain WorkSafe BC registration in good standing and will comply with the provisions, rules and regulations of the Worker's Compensation Act. Optional personal coverage must be maintained as required by WorkSafe BC. Should the Contractor make any amendments to its coverage, the Contractor will notify the Province in writing immediately describing the nature of the change. The Contractor agrees to supply Occupational First Aid Services and Certification as per the requirements of the WorkSafe BC Regulations and as noted under the applicable personnel and equipment requirements.
- 4) **Instructions** Ministry instructions may be issued verbally or in writing.
- 5) **Radios** The Contractor will supply each crew leader with a handheld radio with spare batteries capable of accessing Ministry radio frequencies. These handheld radios must be compliant with Industry Canada regulations. They will be narrow band capable (12.5 kHz channel spacing) and be capable of accessing the Ministry of Natural Resource Operations (formerly Ministry of Forests) Continuous Tone Coded Squelch System (CTCSS) tones. Use of the 100 Hz provincial tones is no longer acceptable. The Contractor will obtain permission from the Ministry of FLNRO for use of Ministry frequencies. If a Contractor is in more than one Radio area, the Province may issue a province-wide permission. The Province may supply additional radio communications on large job sites if required and subject to their availability. The Contractor is responsible for supplying any equipment necessary for communication between their personnel on the fire line. The Contractor will provide in each vehicle a radio with the local logging road frequencies or the Contractor's vehicle will be restricted to following a radio equipped vehicle on active haul roads. Each driver using the posted radio frequencies shall, according to markers posted at one (1) kilometre-intervals along the road announce his/her position and direction of travel and the road name/number on which he is travelling. In addition to requiring all radios to be properly licensed, the Department of Communications (Canada) has four (4) main rules that must/will be observed.

- a) Radio equipment will not be deliberately operated so as to interfere with another station;
- b) Only transmissions concerned with official fire suppression operations are permitted;
- c) Transmissions are not to contain profane or obscene words; and
- d) Information, other than from a public broadcast, shall not be permitted.

The Ministry of FLNRO prohibits any radio discussion of official policy or personnel matters.

Before using a radio on a Ministry of FLNRO radio system, the operator will know and adhere to the following:

- a) The call sign or station name by which the radio used will be identified, also the call sign or names of stations to be called;
- b) The operating schedule, if any, that will be kept;
- c) The frequency or frequencies authorized for use and how the desired radio contacts are to be made.

Suppliers may request access to the Ministry network by filling out a FS 1109 application for access to the radio system. After acceptance as a Supplier, further information about obtaining Radio Network Access may be available from the Fire Centre.

- 6) **Provincial Equipment and Supplies** Any equipment assigned to the Contractor or requisitioned by the Contractor and approved by the Province will be assigned and requisitioned and returned through the facility lending the equipment. The Contractor will be charged for Provincial equipment for which it is responsible and which is damaged beyond normal wear and tear or lost. If the Province and the Contractor agree, the Contractor may replace lost or damaged Provincial equipment at its own expense. Replaced equipment will be of a quality acceptable to the Province. Where the Contractor negligently caused the loss or damage of Provincial equipment, a deduction will be made for one hundred (100%) percent of the unit value as found in the Ministry of FLNRO Asset Management System. Any expendable Provincial supplies used by the Contractor that the Contractor would normally supply, will be deducted from any invoices owing to the Contractor at the current rate. Any fuel (diesel/regular gas) that the Contractor obtains through the Ministry's Bulk Fuel Storage System will be deducted from the invoice at the current retail fuel dealer price.
- 7) **Personnel Standby** The Province may require crews to be on standby for a specified or unspecified period of time. Each request for standby will be made by a separate Draw-Down and will require the crew to report to the Business Location and be ready to proceed to a job within one half (1/2) hour of receiving the Draw-Down for a fire or project should one be issued. Hours of Standby will be set by the OFC or designate. Once a Contractor is placed on standby, they will remain on standby for a minimum of three (3) days or until such time as they are dispatched to work. When the Contractor is on full or half day standby and is dispatched prior to the end of the shift, standby will be billed at the hourly standby rate from the start of the standby shift, to the time of dispatch (nearest hour). Where the Contractor does not meet the response time requirements of standby, the Ministry will deduct the total standby day rate from the invoice. Once a crew is moved from their Business Location, they are considered to be working and paid accordingly.
- 8) **Crew Dispatch and Recall** The Contractor will ensure that the following items have been completed:
 - a) Draw-Down terms have been discussed and agreed upon by both the Contractor and the designated Ministry official, prior to a crew leaving it's Business Location and proceeding to a job;

- b) On a daily basis, a complete contract Crew Manifest will be delivered to the SPS . Upon returning to the Business Location (at the end of the day or job) the crew leader will ensure that a Daily Time Summary (for each day and each crew) is signed off by both the crew leader and the designated Ministry official (see Appendix D - Daily Time Record).
- 9) **Supplemental Equipment** Where a Contractor is requested by a designated Ministry official to supply supplemental equipment and does so, it will be negotiated under a separate agreement. Rental rates will be described in the "Equipment Rental Rate Guide" (Blue Book) or at a negotiated rate if not provided in the Blue Book.
- 10) **Incident Action Plan** All structure protection actions will be initiated based upon pre-determined, logical incident action plan as determined by the Ministry representative (SPS). Such plans will ensure the safety of all fireline personnel prior to and during all phases of the action. Failure to comply with the above-mentioned instructions may result in the Contract cancellation.
- 11) **Operations and Safety** The Contractor will ensure their crews take annual refresher courses including Basic Fire Suppression or NFPA 1051 and that this is recorded on Personnel Training Records. The Contractor will ensure that all crews are trained and licensed on equipment that they would be expected to operate. The Contractor will conduct all fire fighting operations in accordance with the S-100 Student Handbook including Basic Fire Suppression and Safety and the Contractor's Safe Work Procedures. Any changes to the Contractor's Safe Work Procedures will be forwarded to the Ministry.
- 12) **Services to Other Government Agencies** If a government agency requests that the Ministry provide fire or other response services, the Ministry may send a Draw-Down for those Structure Protection Crew Services to the Contractor.
- 13) **Reporting and Records** In the case where the Contractor's crew is the first crew arriving at the fire site the Task Force Leader/Crew Leader will receive written or verbal Ministry instructions.
- The Task Force Leader/Crew Leader working on a fire or patrolling a fire will be required to keep both a daily diary of objectives and accomplishments and a map noting the same.
- Daily Time Records will be submitted to the OFC with the invoice for payment (failure to submit these reports will delay payment).
- 14) **Inspection of Fire Operations** When the Contractor's crew has met the set objectives given on the fire, the Task Force Leader/Crew Leader must contact the Structure Protection Specialist (Ministry official) in charge for inspection and further assignment or release.
- 15) **Fire Crew Movements by Aircraft** The following rules will be strictly enforced when fire crew's movement is by aircraft and the Contractor is responsible for advising its personnel:
- a) Total weight of all personal gear (including boots, hard hats etc.) is not to exceed 45 lbs per person. Gear will be weighed prior to loading and excess baggage will be left behind;
 - b) Only items essential to the job will be transported (e.g. no Portable Stereos, Guitars etc.);
 - c) All personal gear will be properly packaged for transport. No garbage bags for clothes. No boots or hard hats tied to the outside of the backpack;

- d) Dangerous Goods or flammable liquid including such items as flares, bear bangers, pepper spray etc. will not be transported on the same aircraft as passengers;
- e) All baggage will have identification tags and show weight for each bag clearly marked.
- f) All personnel may be required to be weighed prior to movement by aircraft.

Failure to comply with these rules will result in the baggage not being loaded and the baggage owner may also be prohibited from boarding the aircraft.

- 16) **First Aid Requirements** It is the Contractor's responsibility to supply the WorkSafe BC first aid requirements for the individual crew sizes supplied.
- 17) **Ministry Supplied Fire Camp** The Ministry may require contract fire crews to stay in a Ministry supplied fire camp. A Contractor will not be charged room and board for its crews when they are working on a job and are required by the Ministry to stay in a camp supplied by the Ministry. Prior written approval of the Incident Commander will be obtained for any person who is not working to stay in a Ministry camp, and a charge of \$60.00 per person, per day, will be deducted from the Contractor's invoice.
- 18) **Supplier Training Records** The Supplier will keep and up-date all crew training records and these records will be available for review by the Ministry. The Supplier will keep up-to-date records of all crew fitness tests.
- 19) **Standards of Conduct** The Contractor will ensure individuals treat each other with respect and dignity and will not engage in discrimination or harassment based on any prohibited grounds covered by the Human Rights Code.

Any person or crew found with illegal drugs or alcohol or under the influence of the same will be removed immediately from the operation and the Contract will be terminated and the Standing Offer may be set aside.
- 20) **Contractor's Equipment** The Contractor will be responsible for any damage or loss of the Contractor's equipment.
- 21) **Personnel Manifest** The Contractor will fax a personnel manifest to the OFC before the personnel depart and they will retain a copy to give to the Incident Commander or designate upon arrival.

PART 3 CREW CRITERIA

Part 3.1 Crew Member Qualifications

The Contractor will ensure that the following positions are held by individuals with the described qualifications:

A. Captain (Crew Leader)

Successful completion of the following:

- a) NFPA 1001 FF 2 or equivalent or three (3) years satisfactory experience as a crew leader on a SPU fire crew member or a equivalent combination of experience and training;

- b) NFPA 1051 Wildland Fire Fighter I or S-100/S-185 or equivalent;
- c) ICS-100 ICS Orientation
- d) ICS-200 Basic ICS
- e) S-115 Structure and Site Preparation
- f) Hinton Forestry Training School - Principles of Fire Behaviour CD-Rom or equivalent;
- g) Hinton Forestry Training School - Wildland Fire – Safety on the fire line or equivalent;
- h) Acted as Captain at a recognized department OR two (2) years satisfactory experience as a fire fighter or SPL fire crew member or a equivalent combination of experience and training;

B. Fire Fighter – NFPA training standard introduction schedule.

All fire crew members must have initiated or completed NFPA 1001 Fire Fighter I certification or Basic Fire Fighter Training or equivalent. Where equivalency is requested it is in the sole decision of the OFC to determine what training constitutes equivalency.

Fire Fighter – NFPA training requirements	Fire Fighter – S-Series training requirements
Successful initiation or completion of the following:	Successful completion of the following:
- NFPA 1001 Fire Fighter I Certification or equivalent;	- S-100 - Basic Fire Suppression and Safety or equivalent;
- NFPA 1051 Wildland Fire Fighter I or equivalent (S-115);	- S-185 – Fire Entrapment Avoidance;
- Incident Command System (ICS 100);	- S-115 Structure and Site Preparation or equivalent;
	- Incident Command System (ICS 100);

Note:

Work Safe BC requires that workers who will be involved in the transportation of dangerous goods will be in possession of a Transportation of Dangerous Goods Certificate. All other workers are required to attend a WHMIS course;

Part 3.2 Crew Member Specifications

The following Crew Specifications must be met:

5 Person Crew

1 Crew Leader;

4 Fire Fighters

One of the five-person crew will be the First Aid Attendant Level 1 with Transport Endorsement or First Responder certification;

One person will be a qualified power saw operator;

Part 3.3 Minimum Equipment Requirements

- a. The Contractor agrees to supply minimum of two – ¾ ton 4x4 pickup trucks for its own crew lead and crew transportation to, from and throughout the worksite. Contractor's vehicles must include:
 - i. Trailer package with 2" ball
 - ii. Mobile road radio (back board or suitcase type acceptable)
 - iii. Mobile GPS unit
 - iv. Level 1 first aid kit
 - v. Cargo net
 - vi. 2 pair of ratchet tie downs
 - vii. Chainsaw Min. 57 cc c/w 20 inch/51cm bar
 - Chainsaw gas 5 L
 - Chainsaw oil 4 L
 - Chaps
 - Bar wrench, grease gun, and spare spark plug
 - Files for chain and rakers; and a chain filing gauge
- b. All First Aid equipment, Emergency Transport Vehicles (ETV), Mobile Transport (MTC) and First Aid Attendant qualification levels will be supplied by the Contractor as per the Worker's Compensation Board Occupational First Aid Regulations;
- c. The Contractor will ensure that each crewmember will have the following items:
 - i. 1 - Day/fire line backpack
 - ii. Flame resistant coveralls, or pants and shirt
 - iii. Hardhat
 - iv. Hi visibility vest
 - v. Work gloves
 - vi. Eye protection
 - vii. CSA approved footwear
 - viii. 1 – 4 inch/10 cm compress dressing
 - ix. Food and water for 24 hours
 - x. Overnight gear c/w sleeping bag and pup tent
 - xi. - Hearing protection
 - xii. - 1 Sunscreen
 - xiii. - 2 Insect repellent
 - xiv. - Headlamp with spare batteries

3.3.1 Structure Triage Assessment Equipment Kits

In addition, the Contractor will ensure the following minimum equipment is provided for each crew identified:

- a) 1 Ladder rack fabricated of metal on 1 of the pickups
- b) 5 Handheld radios with FLNRO & OFC Frequencies
- c) 2 Digital cameras (SD Card Media)
- d) 1 Handheld compass
- e) 2 Firefighting shovels
- f) 2 Pulaskis
- g) MacLeod tool
- h) Backpack pump
- i) Handheld GPS unit

PART 4 GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

SCHEDULE B – FEES AND EXPENSES

FEES:

Crew Size	Half Day Rate per Crew 6 hrs or less in a Calendar day	Full Day Rate Per Crew (> 6-12 hours in a Calendar Day)	Hourly Rate Per Crew (over 12 hrs in a Calendar Day)	Full Day Standby Rate per Crew (12 hrs in a Calendar Day)
5 person Crew	\$1,800	\$3,600	\$425	\$1800

1. Travel time both ways between the worksite and the Business Location will be considered hours worked. The Contractor and a designated Ministry official will mutually agree on starting and finishing times. Where, through no fault of the Contractor, a workday is shortened:

to less than ½ a workday, it will be billed at no less than ½ (one half) workday;
or to less than a full workday but more than a ½ work day, it will be billed as a full day.

A work day is twelve (12) working hours in a calendar day, including travel time and coffee breaks. Meal breaks are not included in the work day. Where the Contractor's crew continue to work beyond the normal 12 hour work day, all additional hours will be paid at the hourly rate over 12 hours until the end of the shift (maximum of 24 hours less meal breaks). Contract crews must take a minimum of one ½ hour meal break per shift. This break must be recorded in the daily time sheet. Further breaks will be taken after every 5 hours working on the fire line. Time spent in camp or on "off-hours" will not be classified as working time and will not be paid. See Part 2, Section (21) "Ministry Supplied Fire Camp" in schedule 'A'. In certain remote camp situations the Ministry may negotiate different duty days than those submitted in the Safe Work Procedures.

2. The hourly standby rate will be calculated at \$180 per hour.
3. Where a crew is on standby and is dispatched prior to the end of the standby shift, the actual hours on standby will be billed at the appropriate hourly standby rate.
4. In the event the Contractor, without the consent of the Ministry, does not supply the Structure Protection Crew Services described in the Draw-Down, the Ministry will be at liberty to seek all remedies including those contemplated under the Standing Offer.

In the event the Contractor does not supply all the Structure Protection Crew Services described in the Draw-Down, the Ministry will deduct from any payment owed to the Contractor the amount of the missed Structure Protection Crew Service and a pre-estimation of liquidated damages of ten (10%) percent of the total offered daily rate.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

- a) **Provided Food, Lodging, Commissary and Miscellaneous Expenses** At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor is authorized to supply meals and lodging beyond the 24 hours. If authorized, accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. When convenient, the Ministry may make lodging accommodations for the Contractor.

If the Ministry authorization is given for the Contractor to supply meals, then the following amounts will be allowed:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

At the time of issuing a Draw-Down, the Ministry will indicate if the Contractor will be required to set up their own field camp.

The Contractor is responsible for their employees' commissary.

Contractors' should consider obtaining additional travel/medical coverage for their crew(s) for non-work related medical expenses where the medical aid could come from outside the Province.

- b) Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. The vehicle mileage allowance is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c) The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d) Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e) Ferry charges and highway tolls can be claimed if supported by receipts.
- f) Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address

- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.
- h) Invoices and timesheets described in Appendices C and D will be sent by the Contractor to the Ministry. Invoices will be prepared in accordance with Appendix C. A completed Daily Time Record (Appendix D) will be attached to the Contractor's invoice. Failure to attach daily time sheets will result in delays in processing the invoice.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes 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 you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.

22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
 - a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to

your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
 - g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;

- h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) "access" means disclosure by the provision of access;
 - b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
 - a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

APPENDIX B - SAMPLE CREW MANIFEST DOCUMENT

The Crew Manifest Document is as follows:

Date: _____

Contractor Name: _____

Contractor Crew Name: _____

Incident # _____

Contractor Safe Work Duty Day Limit: _____

Resource Request # _____

Name of Ministry Representative
making draw down _____

Crew Member Name	Identify Fire Line Position including Crew Leader (Captain) or Crew Member (Fire Fighter)	Employee Duty Days as of today

Radio Call Sign: _____

I certify that the above crew information is accurate and all personnel are properly trained and equipped.

Contractor's Signature: _____

Contractor's Title (printed): _____

Contractor's Name: (printed): _____

APPENDIX C - INVOICING AND DAILY TIME SHEET REQUIREMENTS

Invoice information requirements:

Standing Offer # _____

Project Number: _____

Fire Name: _____

Contractor Name: _____

Contractor Contact Person: _____

Company Address: _____

Company Phone Number: _____

Company Fax Number: _____

Date of Invoice: _____

For Date: _____ Start: _____ End: _____ Total Hours: _____

Daily breakdown of service provided: Crew size, number of crews provided, hours of work, daily/hourly rate (either day rate or standby rate), line by line total for each crew size, overtime (approved), approved travel time, _____

Additional equipment authorized to be used (individual identified) with the approved rate.

Attach **Ministry (OFC Representative) signed Daily Time Sheets**

Daily Time Sheets – original daily time sheets will reside with the Fire Crew representative at time of signing.

Invoices not meeting this requirement may be delayed in payment due to the verification process required.

Contractors are not eligible for overdue interest payments where the delay is the result of the Contractor's failure to provide adequate information.

APPENDIX D - DAILY TIME RECORD

Original copy to the OFC Representative signing the Daily Time Reports.

Duplicate copy to be attached to the invoice.

DAILY TIME REPORT (SAMPLE)

Company or Individual Name: _____

Incident Number: _____

Date: _____

Individual Name	Fire Line Position	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Init

Equipment Type	Yr/Size	Start Time	Stop Time	Work Hrs/day	Standby Hrs/day	# brks Deduct	Kms

Accommodation Contractor: Camp: Ministry: Hotel Name:		Meals Contractor: (circle) B L D Camps/Ministry: (circle) B L D	
Contractor Rep or Individual Signature:		Time Recorder:	
OFC Rep / Receiving Authority:	Emp. #	Print Name	
Comments:			



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261 Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

Firestorm Enterprises Ltd
Box 63 6849 Old Nicola Trail
Quilchena, BC V0E 2R0

(the "Offeror")

BACKGROUND

- The "Offeror" was a successful candidate of the Request for Standing Offer solicitation # 4038 dated for reference April 26, 2013.
- The parties entered into a Standing Offer Arrangement SP-U-OFC1415J90003 dated for reference the 25th day of June 2013, (the "Standing Offer").
- The Request for Standing Offer solicitation # 4039 allows the Standing Offer SP-U-OFC1415J90003 to be extended by one year at the sole discretion of the Province.

The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SP-U-OFC1415J90003 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.



Modification Agreement [Version Number 1]

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Emergency Management BC
Office of the Fire Commissioner
c/o Block A Suite 200-2261, Keating Cross Road
Saanichton, BC V8M 2A5

(the "Province")

AND:

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Box 63 6849 Old Nicola Trail
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The parties have agreed to modify the Agreement effective April 1, 2014.

AGREEMENT

The parties agree as follows:

- (1) The Standing Offer SP-U-OFC1415J90003 will expire on March 31, 2015.
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED

on the 8th day of July, 2014 on behalf of
the Province by its duly authorized representative

Signature:

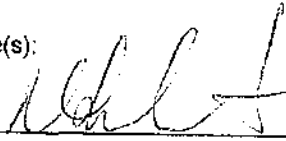


Print name:

Gordon Ambrose**SIGNED AND DELIVERED**

on the 03 day of Oct, 2014 by or on behalf of the Contractor
(or by its authorized signatory or signatories if the Contractor is a
corporation)

Signature(s):



Print name(s):

Natalie Smolinski

SP-U-OFC1415J90003



STANDING OFFER

STRUCTURE PROTECTION UNITS FOR MINISTRY OF JUSTICE

STANDING OFFER REFERENCE NUMBER: SP-U-OFC1415J90003

THIS STANDING OFFER is made on the 25th day of June, 2013

Firestorm Enterprises Ltd
Box 63
6849 Old Nicola Trail
Quilchena BC V0E 2R0

Contact Person: Bob Swart
Phone Number: 1-888-456-3473 / 250-378-4747
After Hours Phone Number: 1-888-456-3473 / 250-378-4747
s.22

Fax Number: 604-909-1940
Email Address: fire.storm@shaw.ca

The Proponent

HEREBY OFFERS TO SUPPLY, AS IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF JUSTICE OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - a) "Contract" means the contract created and entered into by the Proponent and the Ministry when the Proponent receives a Draw-Down against the Standing Offer, for a specific Type II Structure Protection Units described in the Draw-Down at the prices set out in Schedule "B";
 - b) "Contractor" means the Offer or who receives a Draw-Down for the provision of any portion of services from the Standing Offer;

- c) "Draw-Down" means any verbal or written communication by the Province to the Proponent, which accepts the Standing Offer for certain services;
- d) "Work Site" means operational areas of the Ministry of Justice, Structure Protection Program;
- e) "SPU" or "Structure Protection Unit" means a utility trailer that can transport the quoted inventory anywhere in the province and is rated as a Type 2 unit;
- f) "Business Location" means the point where the Proponent has an established independent operation, that includes a local business address, local city phone number, identified SPU and fire equipment and supplies to support the identified SPU;
- g) "Incident Commander" means the individual responsible for all direction at the site which includes overall responsibility for the safety and health of all personnel and for others operating within the site;
- h) "Job" means that the Contractor is either on standby or is working on a fire or any other project authorized by the OFC;
- i) "Ministry" means the Ministry of Justice, Office of the Fire Commissioner (OFC) ;
- j) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- k) "Representative" means the Assistant Fire Commissioner or other such individual designated from time to time by the Province to oversee this Standing Offer on behalf of the Province;
- l) "Services" means those services described in Schedule "A";
- m) "Standing Offer" means the Proponent's offer set out in this document to supply the Services at the prices set out in Schedule "B".

Expiry

2. This Standing Offer will expire on **March 31, 2014** unless withdrawn in accordance with paragraph 7.

Other Terms and Conditions

3. The Proponent understands and agrees that:
 - a) The Proponent will provide the Services set out in Schedule A;
 - b) A Contract is formed on receipt by the Proponent of the Draw-Down;
 - c) A Draw-Down will form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - d) The issue and distribution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - e) The Province's liability will be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - f) The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - g) The Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - h) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Proponent and the Province; and
 - i) The terms and conditions set out in Schedule "C" will apply to each Contract.
4. If the Province provides a Draw-Down prior to the expiry date of this Standing Offer and receives the Services, then the Province will pay to the Proponent amounts payable as described in Schedule "B" to this Standing Offer.

Draw-Down Mechanism

5. Services will be ordered by issuance of a Draw-Down.
6. If there is any conflict between the Draw-Down and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written or said.

Notification of Withdrawal

7. In the event that the Proponent wishes to withdraw this Standing Offer, the Proponent will provide not less than thirty (30) days' written notice to the government contact person and such withdrawal of Standing Offer will not be effective until receipt of such notification by the government contact person and the expiry of such notice period.
8. The Proponent hereby agrees to fulfil any and all Draw-Downs which may be made before the expiry of such notice period.

Insurance

9. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause;
 - iv. and include but is not limited to:
 1. Products and Completed Operations Liability;
 2. Owner's and Contractor's Protective Liability;
 3. Contingent Employer's Liability;
 4. Blanket Written Contractual Liability;
 5. Personal Injury Liability;
 6. Non-owned Automobile Liability;
 7. Employees as Additional Insured's;
 8. Broad Form Property Damage; and
 - (b) Automobile Liability Insurance providing third party liability for all licensed vehicles owned, leased, rented or used in the performance of the Services, with inclusive limits to not less than \$2,000,000.00.
10. All insurance must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
11. The Contractor must provide the Province with evidence of all required insurance as follows:

- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
- i. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - ii. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

12. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in paragraphs 9 to 11, in the Contractor's sole discretion.

Termination

13. The Province may, in addition to any remedy available to it at law or equity, terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

Signed by the Proponent

Bob Swart
(Print Name)

Bob Swart
(Authorized Signatory)

President
(Print Title)

July 15, 2013
(Date)

SCHEDULE "A" - SERVICES

PART 1. SERVICES:

The Ministry requires Type II Structure Protection Unit (SPU) rentals as described in Part 2 of this Schedule. The SPU's are used by Ministry personnel to protect structures from wild land urban interface fires. SPU's are to be provided to the Ministry on an as, if and when requested basis with no guarantee that any of the services will be used. The inventory will be contained in an appropriate size utility trailer that can transport the quoted inventory anywhere in the province. A complete listing of the inventory will be contained in the trailer. Only items on the inventory list will be eligible for replacement if lost or damaged. The inventory will be inspected by the Ministry prior to issuing a contract. The SPU trailers may be moved by Ministry personnel (or contract crews) in and around the fire location.

The contractor will provide the following:

- Type II Structure Protection Unit(s) that contain the minimum equipment inventory listed in Part 2 of Schedule "A".
- Make and model of trailer, gross vehicle weight rating and actual loaded vehicle weight. Insurance for trailer and contents as set out in Part 2 of this Schedule. The trailer must contain one spare tire complete with rims, jack, tire wrench and roadside emergency markers (Reflective triangles).
- Towing vehicle which must meet all legal requirements including insurance to tow the said trailer.
- All necessary mechanical and/or commercial vehicle inspections must be maintained in good standing and will comply with the provisions, rules and regulations of the Motor Vehicle Act.
- Delivery of SPU to the location as requested by the Ministry. No Contractor attendant is required and such attendance would be optional at the Contractor's expense. The Contractor will be contacted and informed when the SPU is ready to be picked up and the location where it can be retrieved. The contractor will pick up the SPU from the location determined by the Ministry in a timely manner.

PART 2. STRUCTURE PROTECTION UNIT MINIMUM EQUIPMENT REQUIREMENTS

Note: New Type 2 SPU's to meet the following inventory requirements listed below.

- a. Ensure all QC (Quick Couple) connectors are ULC rated.

Existing Type 2 SPU's may meet equivalent requirements as per the following 4 points:

- b. 5/8 "/16mm hose lengths add up to total number of feet until excess short hose wears out.
- c. Upgrade to lined percolating 1.5"/38mm hose as other hose types wears out.
- d. 1.5 "/38mm hose lengths add up to total length identified.
- e. Any medium sprinklers (3/4"/19mm) will be counted as small sprinklers for total numbers

Category	Item	Description	Unit	Type 2
Pumps	Mark 3 or Wick 375	High pressure 2 stroke	#	4
	BB 4	High pressure 4 stroke	#	0
	Pump Tool Kit	As per contents list on pages 6 & 7	#	4
	2"/51mm Suction hose x 10ft/3.2m	c/w aluminum foot valve & strainer	#	4
	Fuel cans	25 L Gerry cans	#	8
	Fuel lines	Single can	#	2 spare & Pump box
	Extra Fuel lines	Dual fuel line for pumps	#	5
Hose	Mix oil	12 L Case 2 cycle oil	#	2
	2.5"/64mm diameter	50 ft /15.2m BCT cplgs. 600psi/4200kPa	lengths	20
	(BCT = BC Thread)	1.5"/38mm diameter lined percolating	lengths	25
	(QC = Quick Couple)	1.5"/38mm diameter lined percolating	lengths	50
	(GHT = Garden Hose Thread)	Econo 5/8 "/16mm diameter hose	lengths	150
		Econo 5/8 "/16mm diameter hose	lengths	50
		Econo 5/8 "/16mm diameter hose	lengths	50
Nozzles	1.5"/38mm QC	Multi-orifice aluminum 4 in 1 (i.e. Hansen)	#	Pump box
	3/4 "/19mm GHT thread	Brass	#	5
Valves	1.5"/38mm	3 way QC c/w shutoff	#	30
Sprinklers	Roof butterfly 1/2"/13mm head	39.5"/1m OAL aluminum pole c/w 1/4"/19mm M x F GHT threads (4.3gpm/19.5lpm @ 50psi/345kPa = 26'/7.9m wetted radius)	heads	30
	Large 1"/25mm	1/2"/13mm steel dual step spike, brass head, full circle impact (7/32"/5.6mm nozzle, 7.8gpm/35.5lpm @ 50psi/345kPa = 55'/16.8m wetted radius) Or (3/16"/4.8mm nozzle, 5.8gpm/26.4lpm @ 50psi/345kPa = 51'/15.5m wetted radius)	heads	50

	Medium	¾"/19mm	heads	0
	Small ½"/13mm	½"/13mm steel dual step spike, brass head, full circle impact (5/32"/4mm nozzle, 4.3gpm/19.5lpm @ 50psi/345kPa = 41'/12.5m wetted radius) Or (7/64"/2.8mm nozzle, 2.0gpm/9.1lpm @ 50psi/345kPa = 36'/11m wetted radius)	heads	50
Water thieves	2.5"/64mm M x F BAT thread x 1.5"/38mm QC	Pyrolite	#	15
	1.5"/38mm QC x ¾"/19mm male GHT c/w shutoff	Pyrolite or plastic	#	100
Adapters	Hydrant Kit	4"/102mm storz to 2.5"/64mm BCT male	#	0
		5"/127mm storz to 2.5"/64mm BCT male	#	0
		2.5"/64mm hydrant gate valve F x M BCT	#	2
		2.5"/64mm F BCT X 2"/51mm FNPT SSW pyrolite	#	0
		2.5"/64mm x 1.5"/51mm P100A light gated wye	#	0
		2.5"/64mm BCT pyrolite wye	#	0
		2.5"/64mm BCT plain pyrolite Siamese	#	0
		2.5"/64mm BCT double female coupling	#	1
		2.5"/64mm BCT double male coupling	#	1
		2.5"/64mm BCT gated wye	#	1
		2.5"/64mm BCT to 1.5"/38mm QC	#	5
		Hydrant wrench	#	2
	Miscellaneous ¾"/19mm GHT (Econo)	3 way ¾"/19mm GHT individually gated	#	20
		¾"/19mm GHT double female adaptor	#	25
		1.5"/38mm QC x ¾"/19mm GHT male reducers	#	5
		1.5"/38mm QC x ¾"/19mm GHT female increasers	#	5
		Washer pack	#	Pump box
		¾"/19mm GHT Ball valve shutoffs	#	10
	¾"/19mm Rebar	8 ft/2.4m lengths to raise sprinklers	#	0
Bladders	Portable tank	2500 imp. gal. /11,365L.	#	1
<i>For Type 2 SPU's</i>	<i>Recommend line</i>	<i>green for any new tanks</i>	<i>for</i>	<i>ID</i>
	Drain valve kit	3"/76mm M to 2"/64mm M drain valve assembly c/w shutoff	#	1
		1.5"/38mm female to 3"/76mm male	#	0
		1.5"/38mm female to 2"/51mm male	#	0
Foam Kit	Fast Foam c/w cartridges	1.5"/38mm QC nozzle	#	0
		¾"/19mm GHT nozzle	#	0
Ladders	Extension	24 ft/7.3m Grade A	#	1
	Combo step/ext	8 ft/2.4m - 13 ft/4m	#	0
	Roof	16 ft/4.9m	#	0
	Step	4 ft/1.2m for shelves	#	0
Lighting kit	Generator	2,500 watt	#	1
	Halogen yard light	Double head c/w stand or sim.	#	2
	Extension cord	50 ft/15.2m	#	2
	Power bars		#	1
	Halogen spot light		#	0

	Headlamps		#	0
	Batteries	AAA or AA for headlamps	#	0
FF tools	Shovels		#	1
	Pulaskis		#	1
	McLeod tool		#	1
	Axe	2.5 lb./1.1kg 28"/71cm handle	#	1
	Backpack pump	5 gal/22L collapsible	#	1
Radios	Mobile	In office	#	0
	Repeater	In office	#	0
	Handheld	c/w chargers, antenna, case	#	0
Impact tool kit	Impact driver	c/w case, charger, 2 batteries, bit set	#	2
Carpenters tool kit	Tool box		#	2
	Tool belt	4 pocket	#	2
	Claw hammer		#	2
	Pry bar	18"/46cm	#	2
	Staple gun	(or hammer) c/w staples	#	2
	Vice grips	Needle nose 7"/18cm	#	0
	Pliers	Linesman 6"/15cm	#	0
	Pliers	Fencing 10"/25cm	#	0
	Pliers	Side cutters 8"/20cm	#	0
	Pliers	Channel lock 10"/25cm	#	2
	Olfa cutter	Heavy duty c/w blades	#	0
	Screwdriver	Multi	#	1
	Wrench	Crescent 6"/15cm	#	2
	Wrench	Crescent 10"/25cm	#	2
	Wrench	Pipe 14"/36cm	#	2
	Conduit clamps	50 - 3/8"/9.5mm in bag	bag	4
	Pipe strapping	rolls	#	1
	Tin snips	+/- 10"/25cm	#	1
	Screws	100 - 1 1/4"/44mm	bag	4
	Nails	50 - 2 1/4"/57mm common	bag	0
	Nails	50 - 2 1/2"/64mm duplex	bag	4
	Saw	Carpenter hand	#	1
	Circular saw, wood	Electric - cordless	#	1
Poly	Rolls	200 ft/61m X 6mil	#	2
Sign boards	Chloroplast/Felt marking pens	2 ft/61cm x 2 ft/61cm blank	#	20
Tape		Flagging	Rolls	5
		Teflon	Rolls	2
		Duct	Rolls	2
		Electrical	Rolls	2
Rags		Box	Kg.	2
Misc tools	Rake	Garden	#	0
	Rake	Leaf	#	1
	Broom	Push	#	1
	Broom	Corn	#	0
	Cutters	Bolt 24"/61cm or 36"/91cm	#	1
	Bottle jack	6 ton hydraulic	#	0
Trailer misc	Tie downs	15"/38cm bungee cords	#	5
		20"/51cm bungee cords	#	5
		30"/76cm bungee cords	#	5
		Cargo shelf strap 6 ft/1.8m	#	5
	Tie down straps	Ratchet	pairs	1
	Shelving hardware	Slotted angle	box	0
Rope	Poly rope -3/8 " /9.5mm	Roll	#	1
Safety items	Safety vest	Hi viz	#	0

	Repellent	Insect	#	0
	Fire extinguisher	5 lb/2.2kg	#	1
	First aid kit	Level 1	#	1
	Sign	Caution w/stand/flag	#	0
	Cones	Safety marker 18"/46cm	#	2
	Hose ramps		#	0
Chainsaw kit	Chainsaw	Min. 57 cc c/w 20"/51cm bar	#	1
	Chainsaw gas can	5 L	#	1
	Chain oil	4 L	#	1
	PPE	Chaps, regular	#	1
	Tool kit	Bar wrench, grease gun, spare spark plug, chain filing gauge	#	1
	Files	Chain & Raker	#	2
Miscellaneous	Machete	24"/60 cm	#	1

Type 2 SPU Pump Tool Box contents:

- 1 Tool box, for storage of following
- 1 Aluminium ball back check valve for discharge side of pump QC
- 1 Spark plug, spare for pump
- 1 Rewind rope, spare for pump
- 1 Mesh wire screen to wrap foot valve
- 1 Water thief 1.5 "/38mm QC to ¾ "/19mm GHT c/w shutoff
- 1 ¾ "/19mm brass nozzle
- 1 1.5 "/38mm QC 10 ft/3.2m high pressure (450psi/3150kPa) "pony" hose for tandem hookup or first length before back check valve
- 1 1.5"/38mm QC nozzle, 4 in 1 multi-orifice (i.e. Hansen)
- 1 Priming bucket, collapsible
- 1 3 way valve with shutoff 1.5 "/38mm QC
- 1 Mini grease gun for pump
- 1 Tool kit appropriate for pump (consult MFG and need to be listed)
- 1 Hose wrench for suction hose
- 1 Tandem adaptor 2"/51mm F NPSH x 1.5" QC to run 2 pumps in series
- 1 1.5 "/38mm male adaptor NPSH x QC
- 1 1.5 "/38mm female adaptor NPSH x QC
- 1 Single fuel line for pump
- 1 Gasket kit (spares for GHT fittings, pump, suction hose, discharge hoses)

PART 3. LOST/DAMAGED INVENTORY

Any damage or loss of apparatus or equipment shall be immediately reported to the Ministry in writing prior to departure. The Ministry will reimburse or replace uninsured losses suffered by the Contractor while in the service of the Ministry. Uninsured lost or damaged equipment may be replaced in the following ways:

- Items may be replaced with similar quality material from provincial Wild land fire equipment inventory (i.e. sprinklers and hose).
- Contractors may be reimbursed for damaged or lost equipment only if they submit a reimbursement rate sheet to the Province as part of their submission.
- Province will reimburse for lost or damaged equipment based on its own cost estimates.

PART 4. RELATED DOCUMENTATION:

The Contractor shall keep records of the initial dispatch request, Fire Number and the estimated time of arrival provided to the Ministry. Once on-site, the Contractor will contact the structural protection specialist (on site Ministry representative) to confirm the specific location for the SPU to be dropped off. Travel time, travel distance, records of deployment and time active must be recorded and signed off by Ministry representatives. These records shall be provided by the Contractor to the OFC for payment. Failure to submit these reports will delay payment.

PART 5. GOVERNMENT CONTACT:

Kelly Gilday
Executive Director, Mitigation/Deputy Fire Commissioner
Emergency Management BC
Block A, Suite 200, 2261 Keating X Road
Saanichton, BC V8M 2A5

Schedule B – Fees and Expenses

FEES:

Type II Structure Protection Units (SPU):

Hours per Calendar Day	Deployment Rate	Standby Rate
> 6 - 24 hours	\$ 3,275.00	\$1,500.00
0 - 6 hours	\$ 1,500.00	\$ 750.00

- a) Deployment Rates apply when the SPU has been opened and is in use, up to re-loading and completion of inventory inspection to the satisfaction of the Province.
- b) Standby Rates apply for transport and all days where the SPU is unopened and equipment has not been deployed from the SPU except as in e) below.
- c) When on standby, the SPU will be ready to proceed to an assignment within one half (1/2) hour of receiving deployment instruction.
- d) Standby must be authorized by the Office of the Fire Commissioner and can be rescinded with twenty-four (24) hours notice.
- e) The Deployment Rate and the Standby Rate of the SPU unit do not apply after the Ministry has request pickup of the SPU by the Contractor, and before the unit is retrieved by the Contractor from the location designated by the Ministry.

EXPENSES:

The following are allowable expenses. All expenses must be paid by the Contractor and not direct billed to the ministry. Original receipts should be submitted with the expense claim but photocopies of receipts may be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel expenses.

Expenses for one person incurred during the delivery and pick up of the SPU will be reimbursed as follows:

- a. Accommodation and meal expenses only will be reimbursed on the same basis as the Province pays its Group I employees. No receipts are required for meal expenses claimed. At April 1, 2013 the meal allowances are as follows:

Breakfast only	\$11.75	Travel must start before 7:00 am or end after 7:00 am
Lunch only	\$13.50	Travel must start before 12:00 noon or end after 12:00 noon
Dinner only	\$22.75	Travel must start before 6:00 pm or end after 6:00 pm
Breakfast & lunch only	\$25.25	See above
Breakfast & dinner only	\$34.50	See above
Lunch & dinner only	\$36.25	See above
Full Day	\$48.00	Not to be exceeded in 24 hours

- b. Vehicle mileage allowance is \$0.68 per kilometre, consistent with the Road Builder of BC Blue Book off road rate for ¾ ton vehicles. And is intended to cover the cost of fuel and maintenance (e.g. additional fuel costs are not eligible).
- c. The Contractor will be reimbursed for long distance telephone calls, fax, postage and other identifiable communication expenses incurred in relation to the service being provided by the Contractor and supported by receipts.
- d. Laundry, gratuities, porter age and personal phone calls cannot be claimed.
- e. Ferry charges and highway tolls can be claimed if supported by receipts.
- f. Reimbursement for expenses will exclude Goods and Services Tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

STATEMENTS OF ACCOUNT:

The Contractor must deliver to the Province at the end of the Term or on completion of the Services, whichever occurs first, a written statement of account in a form satisfactory to the Province including:

- a) The Contractor's legal name and address
- b) The date of the statement
- c) The Contractor's calculation of all fees claimed under the contract, including a declaration that the Services for which the Contractor is claiming have been completed.
- d) A chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable. If the Contractor is claiming reimbursement of any GST or other taxes paid by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant tax authority.
- e) The Contractor's calculation of all applicable taxes payable by the Province in relation to the Services.
- f) The Contract number and statement/invoice number for identification purposes.
- g) Any other billing information reasonably requested by the Province.

PAYMENTS DUE:

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

SCHEDULE "C" – TERMS OF SERVICE CONTRACT

The terms and conditions contained in Schedule A, B, C and D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this schedule the Province is referred to as the "Province", "we" or "us" as applicable; "you" or "your," as applicable, means the Contractor who is in receipt of a Draw-Down . All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You will provide the Services described in Schedule "A" in accordance with this Contract. You will provide the Services during the term which will commence on receipt of the Draw-Down and which will terminate when the Minsitry releases you from a request for Services. You must provide the Services for the period of time described in the Standing Offer.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Contract.
3. You will 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. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You may comply with those instructions but, unless otherwise specified in this Contract, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.

10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will maintain and pay for insurance on the terms described in the Standing Offer.
16. You will apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.
17. You will comply with all applicable laws and will give all the notices and obtain all licenses and permits required to perform the Services.
18. Without limiting section 13, you will comply with all applicable occupational health and safety laws in relation to the performance of the Services including the *Workers' Compensation Act*.
19. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Contract expires, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You will not assign any of your rights under this Contract without our prior written consent.
21. You will 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 Contract.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

23. You will not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested and in accordance with these Terms and Conditions, we will pay you in accordance with Schedule "B" for services satisfactorily provided and expenses.
25. In order to obtain payment of any fees and expenses under this Contract, you will submit to us a written statement of account in accordance with Schedule "B" upon completion of the Services or in a Draw-Down.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
27. 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.
28. Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
29. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in Schedule "B" and then remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We will terminate this Contract:
- a) For your failure to comply with this Contract, immediately on giving written notice of termination to you; and
 - b) For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Contract under paragraph (b) we will pay you that portion of the fees and expenses which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

31. If you fail to comply with this Contract, we may terminate it and pursue other remedies as well.

GENERAL

32. You are an independent contractor and not our employee, agent or partner.
33. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Contract on your behalf to enter into and execute this Contract to your behalf without affixing your common seal.

34. We will make available to you all information in our possession which we consider pertinent to your performance of the Services.
35. The Contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this Contract.
37. Any notice contemplated by this Contract, to be effective, will be in writing and either:
 - a) Sent by fax to the addressee's fax number specified in Schedule A;
 - b) Delivered by hand to the addressee's address specified in Schedule A; or
 - c) Mailed by prepaid registered mail to the addressee's address specified in Schedule A.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

38. A waiver of any term of this Contract or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this Contract is effective unless it is in writing and signed by the parties.
40. This Contract and any modification of it constitute the entire agreement between the parties as to performance of the Services.
41. If a dispute occurs between the parties concerning any matter governed by this Contract, the disputing party will promptly advise the other party and the parties together will use all reasonable efforts to resolve the dispute including:
 - a) If the parties are unable to resolve the dispute formally, within five (5) working days, then the Contractor will give the Ministry or his/her designate, written particulars of the complaint, which particulars will include the following:
 - i. Detailed description of the nature of the complaint;
 - ii. A list of relevant provisions of the agreement; and
 - iii. An evaluation by the Contractor of the matters in dispute;
 - b) The Province will, within twenty (20) working days of receipt of the written particulars by the Ministry its designate, give the Contractor a decision in writing of one of the following:
 - i. That the Province accepts the position of the Contractor; or
 - ii. That the Province rejects the position of the Contractor;
 - c) If the Province accepts the position of the Contractor, the parties will enter into an amending document to reflect the Contract;
 - d) If the Province rejects the position of the Contractor, the parties may proceed with mediation with a mutually agreed upon third party;
 - e) If the dispute is not resolved within fifteen (15) working days of the appointment of the mediator, then the parties may, if they both agree, proceed to arbitration pursuant to the Commercial Arbitration Act;

- f) If the matter in dispute is not resolved promptly pursuant to Paragraph a), the Ministry or his/her designate may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the work and to prevent delays;
 - g) If the Contractor receives instructions pursuant to the above paragraph, the Contractor will act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this request will be without prejudice to any claim the Contractor may have concerning the dispute; and
 - h) Nothing in this article precludes either party from having a dispute resolved by a court of competent jurisdiction, although no steps will be taken by either party to initiate legal proceedings until after the process described in paragraphs (a) through (c) has been completed.
42. Sections 6 to 15, 20, 27, 28, 30 to 32 and 42 continue in force indefinitely, even after this Contract ends.
43. The schedules to the Standing Offer that are referenced in this Contract are part of this Contract.
44. If there is a conflict between a provision in this schedule and any other schedule to the Standing Offer, the provision in the other schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this schedule.
45. In this Contract, "we", "us" and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province. That combination is referred to as "the parties".
46. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. You represent and warrant to us that:
- a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;

- g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
- h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

48. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

SCHEDULE "D" – PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - a) **"access"** means disclosure by the provision of access;
 - b) **"Act"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a) the purpose for collecting it;
 - b) the legal authority for collecting it; and
 - c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- (a) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - receives a foreign demand for disclosure;
 - receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Contractor must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

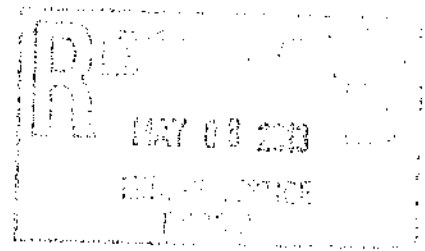
TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

INVOICE # 13-004
DATE: April 29, 2013



BILLED TO:


Emergency Management BC
 PO Box 9201 Stn Prov Gov't
 Victoria, B.C.
 V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
 1623 Cheakamus Drive
 Kamloops, B.C.
 V2E 2T6

Attention: Christine Ritson, Administrative Assistant

DATE	HRS DESCRIPTION	AMOUNT
April 25, 2013	Travel to Oyster River	\$250.00 ✓
April 27, 2013	SPP115 -Structural & Site Prep course	\$550.00 ✓
April 28, 2013	Travel back to Kamloops	\$250.00 ✓
	<i>higher rate-rgt to have 3/4 ton 4x4 to pull trailer</i> \$.68/km x 1150 km (\$75 km both ways)	\$782.00 ✓
April 25, 2013	Ferry Horseshoe Bay to Departure Bay	\$66.90 ✓
April 28, 2013	Ferry from Departure Bay to Horseshoe Bay	\$66.90 ✓
April 25-28, 2013	Meals: 3B x \$11.75, 1L x \$13.50, 3D x \$22.75=	\$117.00 ✓
April 25, 2013	Photocopying 25 copies were made from home (no receipt)	\$80.00 ✓
GST# 87392 4906 RC0001		5% \$0


 Steve Butchart
 First Call Fire Services Ltd.

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE _____		DATE INVOICE RECEIVED	
GOODS & SERVICES RECEIVED		DATE INVOICE RECEIVED	
YY/MM/DD		YY/MM/DD	
		13/05/08	
RESP	SERVICE	\$TOT	PROJECT
15K74	54505	6936	1500000
CONTRACT/COMMIT #		\$ AMOUNT TO BE PAID	
2039950		72162.80	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED			
SIGNED ELECTRONICALLY		Kelly Gibby	
SPENDING AUTHORITY SIGNATURE		PRINT NAME	

TOTAL \$2,162.80 ✓ 85

INVOICE # 12-010**DATE: Sept 12, 2012****BILLED TO:**

Ministry of Justice
Emergency Management BC
PO Box 9223 Stn Prov Govt
Victoria, B.C.
V8W 9J1

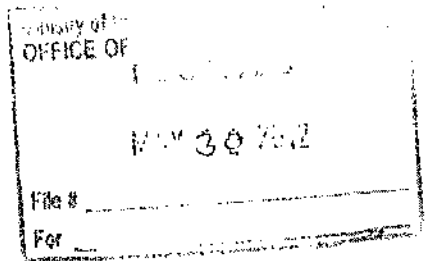
RECEIVED FROM:

First Call Fire Services Ltd.
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Attention: Jackie Biggs

<u>DATE</u>	<u>HRS DESCRIPTION</u>	<u>AMOUNT</u>	
Sept 9, 2012	Structural Protection Crew Fire K50869 (Half day rate)	\$1800.00	✓
Sept 10, 2012	Structural Protection Crew Fire K50869 (First 12 hrs day rate)	\$3600.00	✓
Sept 10, 2012	Structural Protection Crew Fire K50869 (4.5 hrs x \$425.00)	\$1912.50	✓
Sept 11, 2012	Structural Protection Crew Fire K50869	\$3600.00	✓
Sept 12, 2012	Structural Protection Crew Fire K50869 (Half day rate)	<u>\$1800.00</u>	✓
Total		\$12712.50	

Sept 10, 2012	Meals (B+L+D) \$47.00 x 5 people	\$235.00	✓
Sept 11, 2012	Meals (L+D) \$35.50 x 5 people	<u>\$177.50</u>	✓
Total		\$412.50	



INVOICE # 12-006

DATE: May 28, 2012

BILLED TO:

Office of the Fire Commissioner
P.O. Box 9201
Stn. Prov. Gov't
Victoria, B.C. V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Attention : Gary Hartwig, Structure Protection.

DATE	HRS DESCRIPTION	AMOUNT
May 23, 2012	Travel Day to Dawson Creek	\$250.00
	Meals (B + L + D)	\$47.00
May 24, 2012	Instructing OFC115 & SPU	\$850.00
	Meals (B + L + D)	\$47.00
May 25, 2012	Travel Day to Kamloops	\$250.00
	Meals (B + L + D)	\$47.00
	Truck & SPU \$.68/km x 2082km	\$1415.76
	2 Nights Hotel	\$246.38
	Photocopying student handouts	\$81.00

HST# 87392 4906 RC0001

105.15K74.54505. 6516.1500000.0.0

Butchart

Steve Butchart

First Call Fire Services Ltd.

RECEIVED GOODS/SERVICES RECEIVED, PRICES/EXTENSION/TOTALS CHECKED AND NOTED			
PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE		DATE	
<i>Gary Hartwig</i>		12/05/12	
GRAND TOTAL			
2039950		\$3234.74	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT AS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACTUAL AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED TO THE GOODS SUPPLIED THE SERVICE RENDERED AND/OR OTHER CONDITIONS			
SPLENDING AUTHORITY		PRINT NAME	
See attached		Rob Owens	

\$3234.74

SB 3234.14

overpaid -60

[Signature]

INVOICE # 12-005**DATE: May 22, 2012****BILLED TO:**

Office of the Fire Commissioner
P.O. Box 9201
Stn. Prov. Gov't
Victoria, B.C. V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Attention : Gary Hartwig, Structure Protection, Lynn Ross, Finance Manager

Standing Offer # SO-000763(crew) & # SO-OFC003(SPU)

<u>DATE</u>	<u>HRS DESCRIPTION</u>	<u>AMOUNT</u>
May 13, 2012	SPU Crew Deployed Pavillion Lake K70059	\$3600.00
May 14, 2012	SPU Crew K70059	\$3600.00
May 15, 2012	SPU Crew K70059	\$3600.00
May 16, 2012	SPU Crew K70059 Demobilize	<u>\$3600.00</u>
	Total	\$14400.00

May 13, 2012	SPU Type II Deployed Pavillion Lake K70059	\$3275.00
May 14, 2012	SPU Type II K70059	\$3275.00
May 15, 2012	SPU Type II K70059	\$3275.00
May 16, 2012	SPU Type II K70059 Demobilize	<u>\$3275.00</u>
	Total	\$13100.00

RECEIVED

MAY 25 2012

OFFICE OF PUBLIC SAFETY
STRUCTURE PROTECTION
SPU

INVOICE # 12-005

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
DATE: May 22, 2012			
SIGNATURE			
GOODS & SERVICES RECEIVED		DATE INVOICE RECEIVED	
YY/MM/DD		YY/MM/DD	
12/05/25		12/05/25	
RESP	SERVICE	BTOR	PROJECT
15K 74	54505		1500000
CONTRACT/COMMIT #		\$ AMOUNT TO BE PAID	
		1623	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE		PRINT NAME	
		V2E 2T6	

BILLED TO:

Office of the Fire Commissioner

P.O. Box 9201

Stn. Prov. Gov't

Victoria, B.C. V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.

1623 Cheakamus Drive

Camloops, B.C.

Attention : Gary Hartwig, Structure Protection, Lynn Ross, Finance Manager

Standing Offer # SO-000763(crew) & # SO-OFC003(SPU)

DATE	HRS DESCRIPTION	AMOUNT
May 13, 2012	SPU Crew Deployed Pavillion Lake K70059	\$3600.00
May 14, 2012	SPU Crew K70059	\$3600.00
May 15, 2012	SPU Crew K70059	\$3600.00
May 16, 2012	SPU Crew K70059 Demobilize	\$3600.00
	Total	\$14400.00

May 13, 2012	SPU Type II Deployed Pavillion Lake K70059	\$3275.00
May 14, 2012	SPU Type II K70059	\$3275.00
May 15, 2012	SPU Type II K70059	\$3275.00
May 16, 2012	SPU Type II K70059 Demobilize	\$3275.00
	Total	\$13100.00

INVOICE # 12-004

DATE: May 1, 2012

BILLED TO:

Office of the Fire Commissioner
P.O. Box 9201
Stn. Prov. Gov't
Victoria, B.C. V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Attention : Gary Hartwig, Structure Protection

DATE	HRS DESCRIPTION	AMOUNT
Sat April 28, 2012	S115- Structural & Site Prep Course BX Swan Lake Fire Department Hotel	\$850.00 ✓ \$100.80 ✓
	Breakfast (\$11.50) & Dinner (\$22.25)	\$33.75 -
Sun April 29, 2012	S115 - Structural & Site Prep Course Breakfast (\$11.50) & Lunch (\$13.25) 120km x \$.68/km	\$850.00 \$24.75 \$81.60
HST# 87392 4906 RC0001	12%	\$ 0

105.15K76.54505.6516.1500000.0.0

✓OK


Steve Butchart

First Call Fire Services Ltd.

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE <u>Gary Hartwig</u>		OK	
GOODS & SERVICES RECEIVED YYMMDD 12/04/28		DATE INVOICE RECEIVED YYMMDD 12/05/03	
QTY 15K74	SERVICE 54505	STOR 6516	PROJECT 1500000
CONTRACT/COMMIT # 3039950		TAX \$1940.90	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE <u>Rob Owens</u>		PRINT NAME Rob Owens	

\$1940.90



INVOICE # 12-003**DATE: May 1, 2012****BILLED TO:**

Office of the Fire Commissioner

P.O. Box 9201

Stn. Prov. Gov't

Victoria, B.C. V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.

1623 Cheakamus Drive

Kamloops, B.C.

V2E 2T6

Attention : Gary Hartwig, Structure Protection

DATE	HRS DESCRIPTION	AMOUNT
Fri April 27, 2012	S115- Structural & Site Prep course	\$850.00 -
	Vernon Fire Rescue	
	120km x \$.68/km	\$81.60 -
	Hotel	\$100.80 ✓
	Dinner	\$22.25 -

HST# 87392 4906 RC0001


12%

\$ 0

105.15K76.54505.6516.1500000.0.0. CR.
Steve Butchart

First Call Fire Services Ltd.

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE <u>Gary Hartwig</u> CR		DATE INVOICE RECEIVED <u>12/05/13</u>	
GOODS & SERVICES RECEIVED		DATE INVOICE RECEIVED	
<u>12/04/1027</u>		<u>12/05/13</u>	
QTY	SERVICE	STOB	PROJECT
<u>15K74</u>	<u>54505</u>	<u>6516</u>	<u>1500000</u>
CONTRACT/COMMIT #		STOB	
<u>2039950</u>		<u>\$ 1054.65</u>	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH AN AUTHORITY STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND THERE AFFILIABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
(seal attached)		PRINT NAME <u>Rob Owens</u>	
SPENDING AUTHORITY SIGNATURE		PRINT NAME	



INVOICE # 13-007

DATE: July 31, 2013

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

REVISED

RECEIVED FROM:

First Call Fire Services Ltd.

950-9th Green Drive - *new address?*
Kamloops, B.C.
V2H 1T9
*sypher C
code
- 1623
cheekamus
drive*

Standing Offer: SO-C-OFC1415J90003

Attention: Shelley Ballantyne, Fire Reporting Systems Officer

DATE	HRS DESCRIPTION	AMOUNT
Thurs July 25/13	Structural Protection Crew-Standby	\$900.00 ✓
Fri July 26/13	Structural Protection Crew-Standby	\$1800.00 ✓
Sat July 27/13	Structural Protection Crew-Standby	\$1800.00 ✓
Sun Jul 28/13	Structural Protection Crew-Standby	\$1800.00 ✓
Mon July 29/13	Structural Protection Crew-Standby	\$1800.00 ✓
Tues July 30/13	Structural Protection Crew-Standby	\$1800.00 ✓
Weds July 31/13	Structural Protection Crew-Standby	\$1800.00 ✓
<i>GST \$ 585.00</i>		
GST# 87392 4906 RC0001		5% \$0

GRAND TOTAL \$11,700.00 ✓

electronically sent

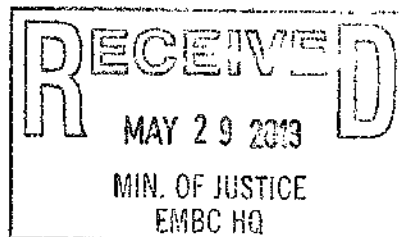
Steve Butchart

First Call Fire Services Ltd.

GOODS/SERVICES REC'D		by _____	
Date (mm/yyyydd)		Signature	
I CERTIFY THAT THE AMOUNT OF THIS INVOICE is in accordance with appropriate statute or other law, and/or contract and where applicable, that the goods supplied and the services rendered are correct.			
Spending Authority Signature		Print Name	
RESP	ACCT	STOR	PROJECT
J89	12200	600	1500000
Contract #	50	Supplier	2039950
		Inv #	13-007

001

INVOICE # 13-005
DATE: May 21, 2013



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
1623 Cheakamus Drive
Kamloops, B.C.
V2E 2T6

Attention: Christine Ritson, Administrative Assistant

DATE	HRS DESCRIPTION	AMOUNT	
May 13, 2013	Structural Protection Crew Fire K20028	\$3600.00	✓
May 14, 2013	Structural Protection Crew Fire K20028	\$3600.00	✓
May 15, 2013	Structural Protection Crew Fire K20028	\$3600.00	✓
May 16, 2013	Structural Protection Crew Fire K20028	\$3600.00	✓
May 17, 2013	Structural Protection Crew Fire K20028	\$3600.00	✓
	Total	\$18,000.00	✓
May 13, 2013	Meals (B+L+D) \$48.00 x 5 people	\$240.00	✓
May 14, 2013	Meals (B+L+D) \$48.00 x 5 people	\$240.00	✓
May 15, 2013	Meals (B+L) \$25.25 x 5 people	\$126.25	✓
	Total	\$606.25	✓
May 13, 2013	Vehicle #1- 2007 Ford 350 Crew-cab \$.68/km x 156km	\$106.08	✓
	Vehicle #2- 2011 Dodge 3500 Crew \$.68/km x 127km	\$86.36	✓
May 14, 2013	Vehicle #1- 2007 Ford 350 Crew-cab \$.68/km x 54km	\$36.72	✓
	Vehicle #2- 2011 Dodge 3500 Crew \$.68/km x 48km	\$32.64	✓

GST
930.31

GST?
OK

May 15, 2013	Vehicle #1- 2007 Ford 350 Crew-cab \$.68/km x 68km	\$46.24	✓
	Vehicle #2- 2011 Dodge 3500 Crew \$.68/km x 72km	\$48.96	✓
May 16, 2013	Vehicle #1- 2007 Ford 350 Crew-cab \$.68/km x 34km	\$23.12	✓
	Vehicle #2- 2011 Dodge 3500 Crew \$.68/km x 38km	\$25.84	✓
May 17, 2013	Vehicle #1- 2007 Ford 350 Crew-cab \$.68/km x 154km	\$104.72	✓
	Vehicle #2- 2011 Dodge 3500 Crew \$.68/km x 140km	<u>\$95.20</u>	✓
	Total	\$605.88	✓

May 13, 2013	Accommodations 3 rooms	\$191.28	✓	^{GST} -6 = 185.28
May 14, 2013	Accommodations 3 rooms	<u>\$191.28</u>	✓	-6 = 185.28
	Total	\$382.56	✓	\$ 370.56

GST# 87392 4906 RC0001

5%

\$0

GRAND TOTAL

\$19,594.69 ✓

\$ 19,582.69 60



Steve Butchart

First Call Fire Services Ltd.

GOODS/SERVICES REC'D <u>10/06/13</u> By <u>[Signature]</u> Date (mm/dd/yyyy) Signature			
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered and/or conditions met.			
Spending Authority Signature		(Print Name)	
RESP	ACCT	STOB	PROJECT
J89	12200	6001	1500000
Contract #	Supplier	Inv #	
	2039950/	13-005	

001

INVOICE # 14-007**DATE: June 17, 2014****BILLED TO:**

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

Attention: Christine Ritson, Administrative Assistant

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

<u>DATE</u>	<u>HRS DESCRIPTION</u>	<u>AMOUNT</u>
May 1, 2012	12% HST on Invoice #12-003	\$111.79
May 1, 2012	12% HST on Invoice #12-004	\$213.79
May 22, 2012	✓ 12% HST on Invoice #12-005	\$3300.00
May 28, 2012	12% HST on Invoice #12-006	\$331.89
Sept 12, 2012	✓ 12% HST on Invoice #12-010	\$1525.50
April 29, 2013	5% GST on Invoice #13-004	\$91.60
May 21, 2013	✓ 5% GST on Invoice #13-005	\$930.29
July 31, 2013	✓ 5% GST on Invoice #13-007 12,600.00	\$630.00 - REVISED INVOICE 11,700.00
<u>HST/GST# 87392 4906 RC0001</u>		

GRAND TOTAL \$7134.86



Steve Butchart

First Call Fire Services Ltd.

PANORAMA CREW SERVICES INC.
PANORAMA FIRST AID SERVICES

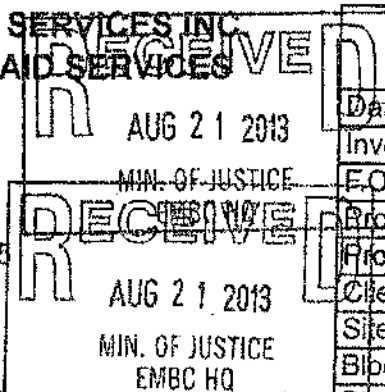
Box 962
 Nelson, B.C.
 V1L 6A5

Toll Free 1-888-726-6745
 Ph. (250) 229-4709
 s.22

Fax (250)-229-4759

Email: panosll@telus.net

Website: www.wildfireinterface.ca



INVOICE

Date:	15-Aug-13
Invoice #:	2013-07
E.O.B.	Balfour, BC
Project:	Structure Protection Crew Services
Project/Fire #:	Stand-by
Client:	Ministry of Justice
Site Location/	Balfour (Nelson)
Block #:	N/A
Standing Offer:	SO-C-OFC1415J90002
Panorama Crew #	1 5 Pak
Crew Boss	James Kersbergen

Date	Quantity	Description	Price Each	Amount
08-Aug-13	5	Stand-by 5 Pak 15:00 - 20:00	\$180.00	\$900.00
09-Aug-13	1	Stand-by 5 Pak 08:00 - 20:00	\$1,800.00	\$1,800.00
10-Aug-13	1	Stand-by 5 Pak 08:00 - 20:00	\$1,800.00	\$1,800.00
11-Aug-13	1	Stand-by 5 Pak 08:00 - 20:00	\$1,800.00	\$1,800.00
12-Aug-13	1	Stand-by 5 Pak 08:00 - 20:00	\$1,800.00	\$1,800.00
13-Aug-13	1	Stand-by 5 Pak 08:00 - 20:00	\$1,800.00	\$1,800.00
14-Aug-13	1	Stand-by 5 Pak 08:00 - 20:00	\$1,800.00	\$1,800.00

GOODS/SERVICES REC'D *See Rick Owens in corner*

CERTIFIED THAT THE AMOUNT OF \$12,285.00 is correct, is in accordance with appropriate statute or contract and where applicable, that the services rendered are as follows:

Spending Authority: _____

RESP	ACL	PROJECT
15J89	12200	6001 1500000
Commit #	SO	202 0236/ Inv # 2013-07

\$12,285.00

GST \$585.00

Pd Sept 4/13

GST # RT896068186

SUBTOTAL	\$11,700.00
GST	\$585.00
	\$0.00
TOTAL	\$12,285.00

Please Make Cheques Payable To: Panorama Crew Services Inc.
 2% Charge per month on Payments Not Received Within
 30 Days of Invoice Date

**PANORAMA CREW SERVICES INC.
PANORAMA FIRST AID SERVICES**

Box 962
Nelson, B.C.
V1L 6A5

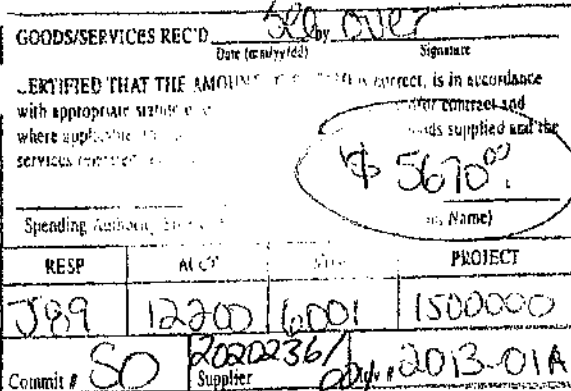
Toll Free 1-888-726-6745
Ph. (250) 229-4709
s.22

Fax (250)-229-4759

Email: panosil@telus.net

Website: www.wildfireinterface.ca

INVOICE	
Date	14-Jul-13
Invoice #	2013-01A
F.O.B.	Balfour, BC
Project Service	Structure Protection Crew Services
Project #	STAND-BY
Client:	MINISTRY OF JUSTICE
Site Location/ Block #	Balfour (Nelson) Marshalling Point N/A
Standing Offer	SO-C-OFC1415J90002
Panorama crew #	5
Crew Boss	Darren Ward

Date	Quantity	Description	Price Each	Amount
12-Jul-13	1	5 Pak Stand-by 07:00 - 19:00	\$1,800.00	\$1,800.00 ✓
13-Jul-13	1	5 Pak Stand-by 07:00 - 19:00	\$1,800.00	\$1,800.00 ✓
14-Jul-13	1	5 Pak Stand-by 07:00 - 19:00	\$1,800.00	\$1,800.00 ✓
<div style="text-align: center;">  </div>				
GST # RT896068186			SUBTOTAL	\$5,400.00 ✓
Please Make Cheques Payable To: <u>Panorama Crew Services Inc.</u> 2% Charge per month on Payments Not Received Within 30 Days of Invoice Date			GST	\$270.00 ✓
				\$0.00
			TOTAL	\$5,670.00 ✓

86 ✓



Strategic Fire Control Ltd.

329 VanHome Street South
Cranbrook, BC VIC 1Z6
Phone: 250 426-2525 • Fax 250 426-6273
strategic@comlinkfire.ca • www.sfcw.ca

Office of the Fire Commissioner
Emergency Management BC
PO Box 6201 Stn Prov Govt
Victoria, BC V8W 9A1

RECEIVED
JUL 19 2013

INVOICE

July 19, 2013

Structure Protection Crew Services: Standing Offer # SO-C-OFC1415J90005
Request #: HQ012

Date	DWNR	Fire #	Start	Crew size	Start	End	Hours	Day Rate	OT Rate	Sby Rate	Km Travelled	Km @ 60	Total
July													
15	1678	Standby	1	5	1600	2200	12*			1800.00			1800.00
16	1679	Standby	1	5	7:00	19:00	12			1800.00			1800.00
17	1680	Standby	1	5	7:00	19:00	12			1800.00			1800.00
* 12 hours recorded to cover the 3 day minimum standby													5400.00
													GST@ 82450 4716
													\$ 5,400.00

Invoice #: SFC 2013-203

ORGANIZATION: EMBC
PROJECT: 589 1000 1000 1500000
SHEET: 50 830465
DATE: 00/1
TOTAL: 203

AMOUNT DUE: \$ 5,400.00



Strategic Fire Control Ltd.

329 VanHorne Street South

Cranbrook, BC V1C 1Z6

Phone: 250 426-2525 • Fax 250 426-6273

strategicmike@shaw.ca

INVOICE

Office of the Fire Commissioner

Emergency Management BC

PO Box 9201 Stn Prov Govt

Victoria, BC V8W 9J1

August 22, 2013

RECEIVED
AUG 28 2013
MIN. OF JUSTICE
EMBC HQ

Structure Protection Crew Services: Standing Offer # SO-C-OFC1415J90005 Request #: HQ031

Date	DWR#	Fire #	Strat	Crew size	Start	End	Hours	Day Rate	OT Rate	Stby Rate	Km Travelled	Km @.58	Total
August													
15	1681	Standby	SPC31A-E	5	15:00	20:00	5:00			900.00			900.00
16	1682	Standby	SPC31A-E	5	8:00	20:00	12:00			1800.00			1,800.00
17	1683	Standby	SPC31A-E	5	8:00	20:00	12:00			1800.00			1,800.00
18	1684	Standby	SPC31A-E	5	8:00	20:00	12:00			1800.00			1,800.00
19	1685	Standby	SPC31A-E	5	8:00	20:00	12:00			1800.00			1,800.00
20	1686	Standby	SPC31A-E	5	8:00	20:00	12:00			1800.00			1,800.00
21	1687	Standby	SPC31A-E	5	8:00	20:00	12:00			1800.00			1,800.00
											GST#:	82450.4716	0.00
											Total:	\$	11,700.00

GOODS SERVICES REC'D

Signature

Signature

WE CERTIFY THAT THE AMOUNT OF THE INVOICE IS IN ACCORDANCE WITH THE APPROPRIATE AGREEMENT OR CONTRACT, IS IN ACCORDANCE WITH APPLICABLE TAXES, AND THAT THE SERVICES RENDERED AND/OR SUPPLIES PROVIDED ARE IN ACCORDANCE WITH THE AGREEMENT OR CONTRACT.

Strategic Fire Control Ltd.

Signature

Invoice # SFC 2013-223

Invoice # 50 1230 7655/1 15C 2013-

PA Sept 4/13

223



Strategic Fire Control Ltd.

329 VanHorne Street South
Cranbrook, BC V1C 1Z6
Phone: 250 426-2525 • Fax 250 426-6273
strategicmlkeefray@shaw.ca

Goods Received and/or Sent
[Signature]

SEP 11 14 RECEIVED NO

INVOICE

Office of the Fire Commissioner
Emergency Management BC
1255-D Dalhousie Drive
Kamloops, BC V2C 5Z5
Attn: Rick Owens

July 25, 2014

Structure Protection Crew Services: Standing Offer # SO-C-OFC1415J90005

Date	DWR#	Fire #	Strat	Crew size	Start	End	Hours	Day Rate per 12 hrs	time over 12 hrs	Stby Rate hourly	Cost per hour	Km travelled	Km @.68	Total
July														
18	1581	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
19	1582	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
20	1583	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
21	1584	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
22	1585	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
23	1585	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
24	1587	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
TOTAL: \$ 21,168.00														

GOODS SERVICES REC'D
Date received by
Signature
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE INVOICE AND THAT THE GOODS AND SERVICES WERE RECEIVED BY ME OR MY AUTHORIZED REPRESENTATIVE.
Signature: *[Signature]*
Name: *[Signature]*

GST# 83501 0760 RP0001

ST 189 12200 6001 1500000
2018307655
SFC 2014-164
LIV 1
001

SEP11 '14 REC'D EMCH HQ



Strategic Fire Control Ltd.

329 VanHorne Street South
Cranbrook, BC V1C 1Z6
Phone: 250 426-2525 • Fax 250 426-6273
strategicmikeffray@shaw.ca

Goods Received and/or Services Rendered

[Signature]

INVOICE

Office of the Fire Commissioner
Emergency Management BC
1255-D Dalhousie Drive
Kamloops, BC V2C 5Z5
Attn: Rick Owens

July 23, 2014

Structure Protection Crew Services: Standing Offer # SO-C-OFC1415J90005

Date	DWR#	Fire #	Strat	Crew	Start	End	Hours	Day Rate	time over	Stby Rate	Cost	Km	Km @.68	Total
July				size				per 12 hrs	12 hrs	hourly	per hour	travelled		
11	1688	Standby		5	16:00	20:00	4	1800		180.00	720.00			720.00
12	1689	Standby		5	8:00	20:00	12	1800						1,800.00
13	1466	Standby		5	8:00	20:00	12	1800						1,800.00
14	1577	Standby		5	8:00	0:00	16	1800	4	180.00	720.00			2,520.00
15	1578	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
16	1579	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
17	1580	Standby		5	6:00	0:00	18	1800	6	180.00	1080.00			2,880.00
GOODS/SERVICES RECEIVED CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT IN ACCORDANCE WITH APPROPRIATE HOURS OF WORK AND/OR TRAVEL AND/OR OTHER WHERE APPROPRIATE, AND TO THE BEST OF OUR KNOWLEDGE, THE GOODS SUPPLIED AND THE SERVICES RENDERED WERE OF THE QUALITY AND QUANTITY ORDERED. SIGNED: <i>[Signature]</i> DATE: <i>[Date]</i> BY: <i>[Name]</i> (Print Name)														
Spending Authority sig. _____ (Print Name)														
RASP ACCT STOR PROJECT 389 12200 600 1500000 SEP 23 2014 230 4659 SFC 2014-162 Concept # Supply Inv #														
GST# 83501 0760 RP0001													Total	774.00
Invoice #: SFC 2014-162													Total	\$ 16,254.00

Request # 110055

Strategic Fire Control Ltd.

329 VanHorne Street South
Cranbrook, BC V1C 1Z6
Phone: 250 426-2525 • Fax 250 426-6273
strategicmikeffray@shaw.ca

Received and/or Services Rendered

[Signature]

INVOICE

Office of the Fire Commissioner
Emergency Management BC
1255-D Dalhousie Drive
Kamloops, BC V2C 5Z5
Attn: Rick Owens

August 11, 2014

Structure Protection Trailer : Standing Offer # SP-U-OFC1415J90005

Date	DWR#	Fire #	Stral	Trailer Type	Start	End	Hours	Day Rate 6-24 hrs	Km travelled	Km @ .68	Total
August											
1	1726	Standby		II	8:00	20:00	12	1500			1,500.00
2	1727	Standby		II	8:00	20:00	12	1500			1,500.00
3	1728	Standby		II	8:00	20:00	12	1500			1,500.00
4	1729	Standby		II	8:00	20:00	12	1500			1,500.00
5	1730	Standby		II	8:00	20:00	12	1500			1,500.00
6	1731	Standby		II	8:00	20:00	12	1500			1,500.00
7	1732	Standby		II	8:00	20:00	12	1500			1,500.00
Rick Owens											
Electronic : 6060 Anderson											
GST# : 83501 0760 RP0001											
Total:											\$ 11,025.00

Invoice #: SFC 2014-172

589 122006001 1500000
2307655/ SFC2014-172

GOODS SERVICES RECEIVED by Signature

DATE RECEIVED: 11/10/14

WITH APPROVAL: [Signature] DATE: 11/10/14

Strategic Fire Control Ltd.

329 VanHome Street South

Cranbrook, BC V1C 1Z6

Phone: 250 426-2525 • Fax 250 426-6273

strategicfirecontrol@shaw.ca

RECEIVED
AUG 22 2014
MIN. OF PUBLIC SAFETY
& SOLICITOR GENERAL
PEP CTL

589 12200 6001/602 1500000

SEP 23 2014

INVOICE

Office of the Fire Commissioner

Emergency Management BC

1255-D Dalhousie Drive

Kamloops, BC V2C 5Z5

Attn: Rick Owens

August 19, 2014

Structure Protection Crew Services: Standing Offer # SO-C-OFC1415J90005
Resource Request: #110069 & 600037

Date	DWR#	Fire #	Strat	Crew	size	Start	End	Hours	Day Rate	time over	Sthly Rate	Cost	SPU Trailer	Km	Km @.68	Total
August																
8	1734	Standby		5		8:00	20:00	12	1800					2 crew vehicles		1,800.00
9	1735	Standby		5		8:00	20:00	12	1800							1,800.00
10	1736	Standby		5		8:00	20:00	12	1800							1,800.00
11	1737	Standby		5		8:00	20:00	12	1800							1,800.00
12	9051	N20173		5		7:00	19:30	12	3600					640	435.20	5,100.00
13	9052	N20173		5		7:00	19:30	12	3600					228	155.04	5,100.00
14	9055	N20173		5		7:00	19:30	12	3600						0.00	5,100.00
15	9054	N20173		5		7:00	19:30	12	3600					640	435.20	5,100.00
Total: 5,100.00																5,100.00
GST on unit & crew wage rates only = 1380.00																1,380.00
Total: 6,480.00																6,480.00

Invoice #: SFC 2014-180

Goods Received and/or Services Rendered

[Signature]

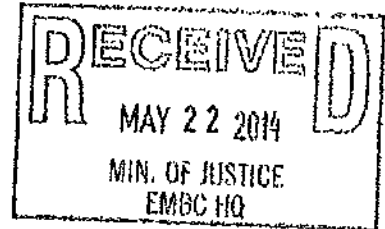
GST on unit & crew wage rates only = 1380.00

[Signature]

5708 6001 - 27,600.00 GST 1380.00

AUG 29 14 REC'D ENBC HQ

INVOICE # 14-004
DATE: May 13, 2014



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
May 11, 2014	Instructing SPP WFF I (Salmon Arm)	\$550.00
May 11, 2014	Mileage 299 km x \$.81/km	\$242.19

GST# 87392 4906 RC0001

5%

\$39.61

GRAND TOTAL

\$831.80

Steve Butchart

First Call Fire Services Ltd.

⇒

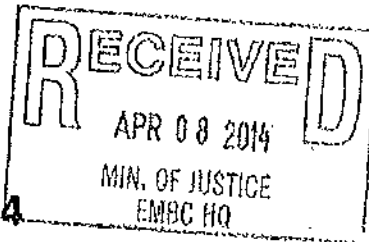
CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE <i>[Signature]</i>			
GOODS & SERVICES RECEIVED		DATE INVOICE RECEIVED	
Y/M/D		Y/M/D	
INSTR	VEHICLE	EST	PROJECT
15K74	54505	62501	1500000
CONTRACT/ORDER #		AMOUNT TO BE PAID	
		\$831.80	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE <i>[Signature]</i>		PRINT NAME <i>McClintock</i>	

Bill to
(SPP
SubCM Program) *[Signature]*

Paid June 13/14

INVOICE # 14-002

DATE: March 31, 2014



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
March 30, 2014	Instructing SPP WFF I (Kamloops TNRD)	\$550.00

GST# 87392 4906 RC0001

5%

\$0

GRAND TOTAL

\$550.00

Steve Butchart

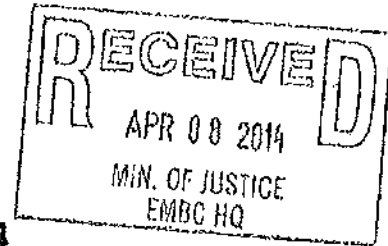
First Call Fire Services Ltd.

⇒

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE <i>[Signature]</i>		DATE RECEIVED	
GOODS & SERVICES RECEIVED		DATE RECEIVED	
Y/M/D		Y/M/D	
QTY	PRICE	QTY	PRICE
15K74	54505	0501	1500000
CONTRACT/ACCOUNT #		AMOUNT TO BE PAID	
		\$550.00	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS ARE:			
SPEAKING AUTHORITY SIGNATURE <i>[Signature]</i>		PRINT NAME Carol McClintock	

Paid May 15/14.

INVOICE # 14-001
DATE: March 31, 2014



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
March 29, 2014	Instructing SPP WFF I s.22 FD)	\$550.00
	368 km @ \$.81/km	\$298.08

GST# 87392 4906 RC0001

5%

\$0

GRAND TOTAL

\$848.08

Steve Butchart

First Call Fire Services Ltd.

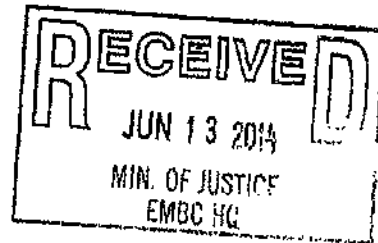


CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE <i>[Signature]</i>			
GOODS & SERVICES RECEIVED		DATE INVOICE RECEIVED	
Y/M/D		Y/M/D	
QTY	PRICE	QTY	PRICE
15K74	54505	6501	1500000
CONTRACT/ORD #		INSTRUMENT NO	
		9848.08	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE		PRINT NAME	
<i>[Signature]</i>		Carol McClintock	

Paid May 15/14

INVOICE # 14-006

DATE: June 9, 2014



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
June 6, 2014	Travel day to Penticton	\$250.00
June 7	Instructing SPP WFF I (Penticton)	\$550.00
June 6-7	Mileage 476 km x \$.81/km	\$385.56
	Subtotal	\$1185.56
	GST 5%	\$59.28

GST# 87392 4906 RC0001

GRAND TOTAL

\$1244.84

Steve Butchart

First Call Fire Services Ltd.

Note: Stayed with relatives so no hotel costs.

→

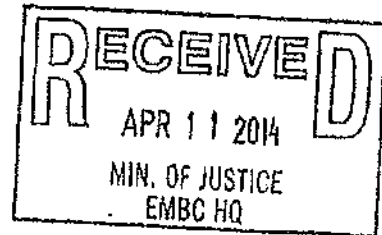
CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE		DATE INVOICE RECEIVED	
GOODS & SERVICES RECEIVED YEAR/MO		YEAR/MO	
ITEM	QUANTITY	UNIT	PROJECT
15K74	54505	6501	150000
CONTRACT/COMMIT #		# AMOUNT TO BE PAID	
2039950		\$1244.84	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE		PRINT NAME	

Paid - June 26/14 - CR.

To be billed back to WBCM.

INVOICE # 14-003

DATE: April 8, 2014



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

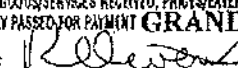

DATE	HRS DESCRIPTION	AMOUNT
April 4, 2014	Travel to Chemainus	\$250.00 ✓
April 5, 2014	Instructing SPP115 + Equipment	\$650.00 ✓
April 6, 2014	Instructing SPP WFF I	\$550.00 ✓
April 4-6, 2014	Mileage 893 km x \$.81/km	\$723.33 ✓
April 4, 2014	Meals Lunch & Dinner	\$36.25 ✓
April 5, 2014	Meals Dinner	\$22.75 ✓
April 6, 2014	Meals Dinner	\$22.75 ✓
April 4, 2014	Ferry	\$71.90 ✓
April 6, 2014	Ferry	\$71.90 ✓
April 4 & 5	Hotel	\$253.12 ✓

GST# 87392 4906 RC0001

5%

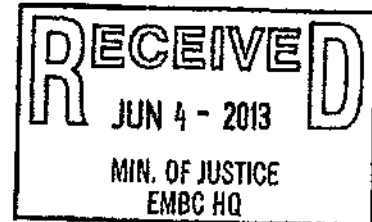
\$0


Steve Butchart
First Call Fire Services Ltd.

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE 			
GOODS & SERVICES RECEIVED		DATE INVOICE RECEIVED	
VENDOR		YY/MM/DD	
RES	EXT	PR	PROJCT
15K74	64505	6501	1500000
CONTRACT/ORDER #		# AMOUNT TO BE PAID	
		\$2,652.00	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE 		PRINT NAME Carol McClintock	

\$2,652.00

Paul May 15/14



INVOICE # 14-005

DATE: May 30, 2014

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
May 23, 2014	Travel day to Nelson	\$250.00
May 24	Instructing SPP WFF I (Nelson/Balfour)	\$550.00
May 23-24	Mileage 956 km x \$.81/km	<u>\$774.36</u>
	Subtotal	\$1574.36
	GST 5%	\$78.72
May 23	Hotel	\$137.99
May 23	Meals Lunch & Dinner	\$36.25
May 24	Meals Breakfast & Dinner	\$34.50

no GST

GST# 87392 4906 RC0001

GRAND TOTAL

\$1861.82

Steve Butchart

First Call Fire Services Ltd.

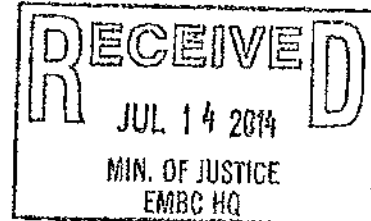
CERTIFIED GOODS/SERVICES RECEIVED, PRICE/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED THIS PAYMENT			
SIGNATURE <i>[Signature]</i>		DATE INVOICE RECEIVED	
GOODS & SERVICES RECEIVED YY/MM/DD		YY/MM/DD	
QUANTITY	UNIT	PRICE	TOTAL
CONTRACT/ACCOUNT #		AMOUNT TO BE PAID	
2039950		\$1861.82	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE <i>[Signature]</i>		PRINT NAME <i>Gord Anderson</i>	

Rec'd June 13/14

D Butch.

INVOICE # 14-009

DATE: July 9, 2014



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
June 27, 2014	Travel day to Campbell River	\$250.00 ✓
June 28	Instructing SPP 115 -Campbell River	\$650.00 ✓
June 29	Instructing SPP WFF I- Campbell River	\$550.00 ✓
June 27-29	Mileage 1163 km x \$.81/km	\$942.03 ✓
	Subtotal	\$2392.03
	GST 5%	\$119.60
June 27	Dinner	\$22.75 ✓
June 28	Breakfast + Dinner	\$34.50 ✓
June 29	Breakfast + Dinner	\$34.50 ✓
June 27-29	Hotel x 2 nights	\$259.26 ✓
June 27 & 29	Ferry costs	\$177.60 ✓

GST# 87392 4906 RC0001

Steve Butchart

First Call Fire Services Ltd.

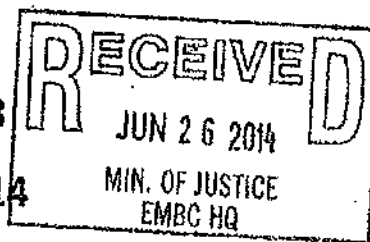
CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE: <i>[Signature]</i>			
GOODS & SERVICES RECEIVED VPM400		DATE AMOUNT RECEIVED GRAND TOTAL	
RES	SERVICES	STNO	PROJECT
15K74	54505	0501	1500000
CONTRACT/ACCOUNT #		\$ AMOUNT TO BE PAID	
2039950-001		\$3040.24	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET			
SPENDING AUTHORITY SIGNATURE		PRINT NAME	
<i>[Signature]</i>		Gord Anderson	

\$3040.24

"D" Butch

Aug 18/14 - OK.
Bill to VBCM

INVOICE # 14-008
DATE: June 23, 2014



BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

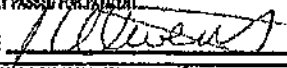

DATE	HRS DESCRIPTION	AMOUNT
June 19, 2014	Travel day to Agassiz	\$250.00
June 20	Instructing SPP WFF I (Agassiz)	\$550.00
June 19-20	Mileage 521 km x \$.81/km	\$422.01
	Subtotal	\$1222.01
	GST 5%	\$61.10

GST# 87392 4906 RC0001

GRAND TOTAL

\$1283.11


Steve Butchart
First Call Fire Services Ltd.

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTALS CHECKED AND NOT PREVIOUSLY PASSED FOR PAYMENT			
SIGNATURE 			
GOODS & SERVICES RECEIVED		DATE SERVICE RECEIVED	
QUANTITY		QUANTITY	
DATE	SERVICE	FOR	PROJECT
15K74	54505	6501	1500000
CONTRACT/ACCOUNT #		AMOUNT TO BE PAID	
2639950-001		(\$1283.11)	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE 		PRINT NAME Gord Anderson	

Paid July 10/14.
To be billed to WSCM.

Fire 64-0198
INVOICE # 14-011

DATE: July 29, 2014

43085714 (573) 9482 44

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
July 11, 2014	Crew Standby in Kamloops 0800-1400	\$1080.00
July 11	Crew deployed to Prince George 1430-2130	\$3600.00
July 12	Crew deployed fire G4-0198	\$3600.00
July 13	Crew on fire G4-0198	\$3600.00
July 14	Crew on fire G4-0198	\$3600.00
July 15	Crew on fire G4-0198	\$3600.00
July 16	Crew on fire G4-0198	\$3600.00
July 17	Crew on fire G4-0198	\$3600.00
July 18	Crew on fire G4-0198	\$3600.00
July 19	Crew on fire G4-0198	\$3600.00
July 20	Crew on fire G4-0198	\$3600.00
July 21	Crew on fire G4-0198	\$3600.00
July 22	Crew on fire G4-0198	\$3600.00
July 23	Crew returned to Kamloops 0700-1600	\$3600.00

\$47,880.00

Eligible GST: 2394.00
on fees
only

July 11	2011 Dodge 1 Ton 574 km x \$.68/km	~ \$390.32
	2004 Dodge 1 Ton 574 km x \$.68/km	~ \$390.32
July 12	2011 Dodge 1 Ton 297 km x \$.68/km	~ \$201.96
	2004 Dodge 1 Ton 297 km x \$.68/km	~ \$201.96
July 13	2011 Dodge 1 Ton 45 km x \$.68/km	~ \$30.60
	2004 Dodge 1 Ton 45 km x \$.68/km	~ \$30.60
July 14	2011 Dodge 1 Ton 118 km x \$.68/km	~ \$80.24
	2004 Dodge 1 Ton 118 km x \$.68/km	~ \$80.24
July 15	2011 Dodge 1 Ton 90km x \$.68/km	~ \$61.20
	2004 Dodge 1 Ton 90km x \$.68/km	~ \$61.20
July 16	2004 Dodge 1 Ton 110km x \$.68/km	~ \$74.80
July 17	2011 Dodge 1 Ton 59km x \$.68/km	~ \$40.12
	2004 Dodge 1 Ton 59km x \$.68/km	~ \$40.12
July 18	2011 Dodge 1 Ton 119km x \$.68/km	~ \$80.92
	2004 Dodge 1 Ton 119km x \$.68/km	~ \$80.92
July 19	2011 Dodge 1 Ton 0km x \$.68/km	~ \$0
	2004 Dodge 1 Ton 0km x \$.68/km	~ \$0
July 20	2011 Dodge 1 Ton 69km x \$.68/km	~ \$46.92
	2004 Dodge 1 Ton 0km x \$.68/km	\$0
July 21	2011 Dodge 1 Ton 79km x \$.68/km	~ \$53.72
	2004 Dodge 1 Ton 20km x \$.68/km	~ \$13.60
July 22	2011 Dodge 1 Ton 98km x \$.68/km	~ \$66.64
	2004 Dodge 1 Ton 98km x \$.68/km	~ \$66.64
July 23	2011 Dodge 1 Ton 720km x \$.68/km	~ \$489.60
	2004 Dodge 1 Ton 720km x \$.68/km	~ \$489.60

~ \$3,072.24

FIRST CALL FIRE SERVICES
950- 9TH GREEN DRIVE
KAMLOOPS, BC V2H 1T9

July 11	Meals 5 Dinners x \$22.75	\$113.75
July 12	Meals 5 Breakfast + Lunches x \$25.25	\$126.25
July 23	Meals 5 Lunches x \$13.50	\$67.50

STANDARD SERVICES RECEIPT

DATE: 12/20/00

TIME: 12:00

LOCATION: 6001/6002

AMOUNT: \$307.50

REMARKS: 15000000

2039950/14-011

SEP 23 2000

001

Signature: GORD ANDERSON

Sub Total \$51,259.74

5% GST \$2562.98

\$307.50

420.20 less GST

\$439.30

July 11 Accommodations Sandman PG

GST# 87392 4906 RC0001

GRAND TOTAL

54,073.94

L. Ken

Standby = 1080

31

43420

\$54,073.94

FEES: 47,880.00

GST: 2394.00

MILEAGE: 3072.24

MEALS: 307.50

HOTEL: 420.20

Signature: Steve Butchart

Steve Butchart

First Call Fire Services Ltd.

Goods Received and/or Services Rendered

STOB 6001- 47,880.00 GST 2394.00

" 6002- 3799.94

Signature: [Signature]

EMBC Task # 151630

Fire # K50293

West Kelowna

INVOICE # 14-012

DATE: Aug 1, 2014

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
July 18, 2014	Type II SPU deployed to West Kelowna	\$3275.00 GST
July 19	deployment West Kelowna	\$3275.00
July 20	Standby Kamloops 24hr	\$1500.00
July 21	Standby Kamloops 24 hr	\$1500.00
July 22	Standby Kamloops 24 hr	\$1500.00
July 23	Standby Kamloops 24 hr	\$1500.00
Sub Total		\$12,550.00
5% GST		\$627.50
GRAND TOTAL		\$13,177.50

6550.00
327.50
6877.50

6000.00
300.00
6300.00

6550.00
327.50 GST
Goods Received and/or Services Rendered
[Signature]

\$6877.50

[Signature]

Steve Butchart

First Call Fire Services Ltd.

GOODS/SERVICES REC'D by *[Signature]* Date *[Date]*

WE CERTIFY THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable that the work has been performed, the goods supplied and the services rendered as indicated.

[Signature] : GOLD ANDERSON

Spending Authority Signature: *[Signature]* Print Name: _____

RESP	ACCT	STOL	PROJECT
1589	12200	6001	1500000

SEP 23 2014 2034450/ 14-012

001

INVOICE # 14-012 B

DATE: Aug 1, 2014

WMB

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
July 18, 2014	Type II SPU deployed to West Kelowna	\$3275.00
July 19	deployment West Kelowna	\$3275.00
July 20	Standby Kamloops 24hr	\$1500.00
July 21	Standby Kamloops 24 hr	\$1500.00
July 22	Standby Kamloops 24 hr	\$1500.00
July 23	Standby Kamloops 24 hr	\$1500.00

Sub Total

~~\$12,550.00~~

6000
RST 300.00

GST# 87392 4906 RC0001

5% GST

~~\$627.50~~

6300.00

GRAND TOTAL

~~\$13,177.50~~

Butch

Steve Butchart

First Call Fire Services Ltd.

GOODS/SERVICES REC'D		by		Signature	
Date (month/day/yr)					
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with the contract and the terms and conditions of the contract and the invoice.					
Signature		Signature			
Name		Name			
Title		Title			
Company		Company			
Address		Address			
City		City			
Province		Province			
Postal Code		Postal Code			
Phone		Phone			
Fax		Fax			
E-mail		E-mail			
Web		Web			
Notes		Notes			

Goods Received and/or Services Rendered

[Signature]

J89	12200	600	1	1500000
20399501	14-012B			
001				

Steve Bouchart
G-60195

INVOICE # 14-013

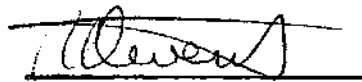
SEP11 '14 REC'D ENBC HQ

DATE: Aug 18, 2014

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

Goods Received and/or Services Rendered



RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
Aug 1, 2014	Crew Standby Kamloops 6 hours x \$180.00	\$1800.00 1080.00 ✓
Aug 1	Deployed to fire # G6-0195 Tenakihi-Mesilinka 6 hrs	\$1800.00
Aug 2	Crew on fire # G6-0195 full day	\$3600.00
Aug 3	Crew on fire # G6-0195	\$3600.00
Aug 4	Crew on fire # G6-0195	\$3600.00
Aug 5	Crew on fire # G6-0195	\$3600.00
Aug 6	Crew on fire # G6-0195	\$3600.00
Aug 7	Crew on fire # G6-0195	\$3600.00
Aug 8	Crew on fire # G6-0195	\$3600.00
Aug 9	Crew on fire # G6-0195	\$3600.00
Aug 10	Crew on fire # G6-0195	\$3600.00
Aug 11	Crew on fire # G6-0195	\$3600.00
Aug 12	Crew on fire # G6-0195	\$3600.00
Aug 13	Crew on fire # G6-0195	\$3600.00
Aug 14	Crew on fire # G6-0195	\$3600.00
Aug 15	Crew on fire # G6-0195	\$3600.00
Aug 16	Crew on fire # G6-0195	\$3600.00

RECEIVED

AUG 18 2014

MIN. OF PUBLIC SAFETY
& SOLICITOR GENERAL
PEP CTL

Crew Total

~~\$56,880.00~~ ✓ (20)
\$56,880.00

Aug 1	2011 Dodge 1 Ton crew	\$.68/km x 414 km	\$281.52
	2007 Ford 1 Ton crew	\$.68/km x 437 km	\$297.16
Aug 2	2011 Dodge 1 Ton crew	\$.68/km x 532 km	\$361.76
	2007 Ford 1 Ton crew	\$.68/km x 502 km	\$341.36
Aug 3	2011 Dodge 1 Ton crew	\$.68/km x 187 km	\$127.16
	2007 Ford 1 Ton crew	\$.68/km x 183 km	\$124.44
Aug 4	2011 Dodge 1 Ton crew	\$.68/km x 190 km	\$129.20
	2007 Ford 1 Ton crew	\$.68/km x 169 km	\$114.92
Aug 5	2011 Dodge 1 Ton crew	\$.68/km x 190 km	\$129.20
	2007 Ford 1 Ton crew	\$.68/km x 198 km	\$134.64
Aug 6	2011 Dodge 1 Ton crew	\$.68/km x 204 km	\$138.72
	2007 Ford 1 Ton crew	\$.68/km x 216 km	\$146.88
Aug 7	2011 Dodge 1 Ton crew	\$.68/km x 198 km	\$134.64
	2007 Ford 1 Ton crew	\$.68/km x 186 km	\$126.48
Aug 8	2011 Dodge 1 Ton crew	\$.68/km x 177 km	\$120.36
	2007 Ford 1 Ton crew	\$.68/km x 167 km	\$113.56
Aug 9	2011 Dodge 1 Ton crew	\$.68/km x 307 km	\$208.76
	2007 Ford 1 Ton crew	\$.68/km x 193 km	\$131.24
Aug 10	2011 Dodge 1 Ton crew	\$.68/km x 208 km	\$141.44
	2007 Ford 1 Ton crew	\$.68/km x 199 km	\$135.32
Aug 11	2011 Dodge 1 Ton crew	\$.68/km x 178 km	\$121.04
	2007 Ford 1 Ton crew	\$.68/km x 173 km	\$117.64
Aug 12	2011 Dodge 1 Ton crew	\$.68/km x 176 km	\$119.68
	2007 Ford 1 Ton crew	\$.68/km x 167 km	\$113.56
Aug 13	2011 Dodge 1 Ton crew	\$.68/km x 112 km	\$76.16

	2007 Ford 1 Ton crew	\$.68/km x 165 km	\$112.20
Aug 14	2011 Dodge 1 Ton crew	\$.68/km x 129 km	\$87.72
	2007 Ford 1 Ton crew	\$.68/km x 188 km	\$127.84
Aug 15	2011 Dodge 1 Ton crew	\$.68/km x 112 km	\$76.16
	2007 Ford 1 Ton crew	\$.68/km x 167 km	\$113.56
Aug 16	2011 Dodge 1 Ton crew	\$.68/km x 954 km	\$648.72
	2007 Ford 1 Ton crew	\$.68/km x 946 km	<u>\$643.28</u>
	Vehicle Total		\$5,796.32

Aug 1	Type II SPU Deployed to Fire # G6-0195	\$1500.00
Aug 2	Type II SPU Standby Fire # G6-0195	\$1500.00
Aug 3	Type II SPU Opened and equipment deployed	\$3275.00
Aug 4	Type II SPU Opened and equipment deployed	\$3275.00
Aug 5	Type II SPU Opened and equipment deployed	\$3275.00
Aug 6	Type II SPU Opened and equipment deployed	\$3275.00
Aug 7	Type II SPU Opened and equipment deployed	\$3275.00
Aug 8	Type II SPU Opened and equipment deployed	\$3275.00
Aug 9	Type II SPU Opened and equipment deployed	\$3275.00
Aug 10	Type II SPU Opened and equipment deployed	\$3275.00
Aug 11	Type II SPU Opened and equipment deployed	\$3275.00
Aug 12	Type II SPU Opened and equipment deployed	\$3275.00
Aug 13	Type II SPU Opened and equipment deployed	\$3275.00
Aug 14	Type II SPU Opened and equipment deployed	\$3275.00
Aug 15	Type II SPU Opened and equipment deployed	\$3275.00
Aug 16	Type II SPU Opened and equipment deployed	<u>\$3275.00</u>
	SPU Total	\$48,850.00

FIRST CALL FIRE SERVICES
950 - 9th GREEN DRIVE
KAMLOOPS BC

Aug 1	Crew Meals 5 people x \$22.75 Dinner	\$113.75
Aug 2	5 People x \$25.25 Breakfast & Lunch	\$126.25
Aug 16	5 People x \$48.00 Full Day	<u>\$240.00</u>

Meals Total \$480.00

SUB TOTAL \$112,006.32 ✓

G60195

ON FEES ONLY 5% GST
(56,880.00 + 48850.00)

~~5600.32~~
~~2400.00~~ ✓ PD
5286.50

Aug 1	Crew accommodation Sandman Inn Quesnel	\$176.05
Aug 16	Crew accommodation Frankfurt Motel PG	<u>\$264.00</u>

Hotel Total

~~168.26~~
~~252.50~~
~~2000 GST~~
~~\$440.05~~
420.76
h

GST# 87392 4906 RC0001

GRAND TOTAL

GOODS/SERVICES REC'D		by _____	
Date (mm/yy/dd)		Signature	
<small>CERTIFIED THAT THE AMOUNT TO BE PAID is correct, in accordance with appropriate records, and that the goods supplied and the services rendered are in accordance with the agreement and/or contract and with applicable laws.</small>			
Specializing Authority, Signature		(Print Name)	
<i>[Signature]</i>		: GORD ANDERSON	
RESP	ACC	NO.	PROJECT
389	12200	6001/6002	1500000
SEP 23 2000		39950/14-013	

*** 117,713.58 ***
~~\$ 148,046.69~~

STOB 6001 - 105,730.00
 GST 5286.50
 6002 - 6697.08

[Signature]
Steve Butchart

First Call Fire Services Ltd.

INVOICE # 14-014

DATE: Aug 29, 2014

SEP19 14 REC'D EMBC HQ

BILLED TO:

Emergency Management BC

PO Box 9201 Stn Prov Gov't

Victoria, B.C.

V8W 9J1

GOODS/SERVICES REC'D by _____	
Date (mm/yy/dd)	Signature
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and that the work has been performed, the goods supplied and the services rendered and the amount stated.	
Spending Authority Signature: <i>[Signature]</i> (Print Name) <i>Roberson</i>	
RSP	ACCT
589	12200
STOW	PROJECT
6001	1500000
Commit #	2039950
Supplier	14-014

RECEIVED FROM:

First Call Fire Services Ltd.

950-9th Green Drive

Kamloops, B.C.

V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
Aug 17	Type II SPU Opened and equipment deployed	\$3275.00
Aug 18	Type II SPU Opened and equipment deployed	\$3275.00
Aug 19	Type II SPU Opened and equipment deployed	\$3275.00
Aug 20	Type II SPU Opened and equipment deployed	\$3275.00
Aug 21	Type II SPU Opened and equipment deployed	\$3275.00
Aug 22	Type II SPU Opened and equipment deployed	\$3275.00
Aug 23	Type II SPU Opened and equipment deployed	\$3275.00
Aug 24	Type II SPU Opened and equipment deployed	\$3275.00
Aug 25	Type II SPU demobilization and travel to PG	\$1500.00
	<i>660195</i> SPU Total	\$27,700.00 ✓
	GST# 87392 4906 RC0001 5% GST	\$1385.00 ✓
	GRAND TOTAL	\$29,085.00 ✓

[Signature]

Steve Butchart

First Call Fire Services Ltd.

File # 660195

Goods Received and/or Services Rendered

[Signature]

INVOICE # 14-015

DATE: Sept 5, 2014

BILLED TO:

Emergency Management BC

PO Box 9201 Stn Prov Govt

Victoria, B.C.

V8W 9J1

GOODS/SERVICES REC'D		by		Signature	
Date (mm/yyyy)					
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, the goods supplied and the					
Speeding Authority Signature		Print Name			
RESP	ACCT	STO	PROJECT		
J89	12200	6001/6002	1500000	H1T9	
SEP 23 2014		2039450		14-015	
Comment 2		Supplier		Inv #	

RECEIVED FROM:

First Call Fire Services Ltd.

950-9th Green Drive

Kamloops, B.C.

DATE	HRS DESCRIPTION	AMOUNT
Aug 23, 2014	Crew deployed to Vanderhoof	\$3600.00
Aug 24	Deployed to fire # R1-0070	\$3600.00
Aug 25	Crew on fire # R1-0070	\$3600.00
Aug 26	Crew on fire # R1-0070	\$3600.00
Aug 27	Crew on fire # R1-0070	\$3600.00
Aug 28	Crew on fire # R1-0070	\$3600.00
Aug 29	Crew on fire # R1-0070	\$3600.00
Aug 30	Crew on fire # R1-0070	\$3600.00
Aug 31	Crew on fire # R1-0070	\$3600.00
Sept 1	Crew on fire # R1-0070	\$3600.00
Sept 2	Crew on fire # R1-0070	\$3600.00
Sept 3	Crew on fire # R1-0070	\$3600.00

STOB 6001 - 43,200.00 GST 2160.00
" 6002 - 3613.29

Crew Total \$43,200.00

ON FEE'S ONLY : GST

2160.00
45,360.00

TOTAL (3) PAGES: \$48,973.29

→ P02 F3

FEE'S 43,200.00
GST - 2160.00
VEHICLES 2919.24
HOTEL: 272.80

INVOICE # 14-016

DATE: Nov 10, 2014

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

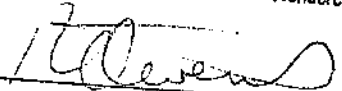
RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
Aug 1-25, 2014	Fire # G6-0195 Tenakihi-Mesilinka 1 - 2500 Gal. Bladder was damaged beyond repair	\$1,506.20
GST# 87392 4906 RC0001		GST \$75.31
GRAND TOTAL		\$1,581.51


Steve Butchart
First Call Fire Services Ltd.

Goods Received and/or Services Rendered



GOODS/SERVICES REC'D		by _____	
Date Received:		Signature	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, AS AN ACCOUNTANCE with appropriate receipt of other services for efficient and/or contract and value of goods and services received. The receipt is for goods supplied and the service rendered only.			
electronic: GORD ANDERSON			
Spending Authority Sign		Print Name	
RESP	ACC	SER	PROJECT
J89	12200	6938	1500000
Commit	2039450	Inv #	14-016
001			

INVOICE # 14-016

DATE: Nov 10, 2014

BILLED TO:

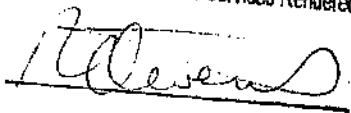
Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
Aug 1-25, 2014	Fire # G6-0195 Tenakihi-Mesilinka	
	1 - 2500 Gal. Bladder was damaged beyond repair	\$1,506.20
GST# 87392 4906 RC0001		GST \$75.31
GRAND TOTAL		\$1,581.51


Steve Butchart
First Call Fire Services Ltd.

Goods Received and/or Services Rendered


GOODS/SERVICES REC'D

CERTIFIED THAT THE AMOUNT OF \$1,581.51 BE PAID TO FIRST CALL FIRE SERVICES LTD. IN ACCORDANCE WITH APPROPRIATE POLICY OF THE GOVERNMENT OF BRITISH COLUMBIA FOR PAYMENT AND/OR COMPLETION OF THE APPLICATION FOR THE GOODS SUPPLIED AND THE SERVICES RENDERED.

Signature: *Gord Anderson*

Print Name: GORD ANDERSON

RESP: J89

PROJECT: 1500000

Supplier: 2039950

Inv #: 14-016

001

RECEIVED

SEP 17 2014

MIN. OF PUBLIC SAFETY
& SOLICITOR GENERAL
PEP CTL

INVOICE # 14-017

DATE: Sept 16, 2014

BILLED TO:

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
Sept 6, 2014	Crew deployed to Vanderhoof	\$3600.00
Sept 7	Deployed to fire # R1-0070	\$3600.00
Sept 8	Crew on fire # R1-0070	\$3600.00
Sept 9	Crew on fire # R1-0070	\$3600.00
Sept 10	Crew on fire # R1-0070	\$3600.00
Sept 11	Crew on fire # R1-0070	\$3600.00
Sept 12	Crew on fire # R1-0070	\$3600.00

Crew Total \$25,200.00 ✓

GST 1260.00

Sept 6	2011 Dodge 1 Ton crew	\$.68/km x 534 km	\$363.12
	2007 Ford 1 Ton crew	\$.68/km x 568 km	\$386.24
Sept 7	2011 Dodge 1 Ton crew	\$.68/km x 239 km	\$162.52
	2007 Ford 1 Ton crew	\$.68/km x 243 km	\$165.24
Sept 8	2011 Dodge 1 Ton crew	\$.68/km x 93 km	\$63.24
	2007 Ford 1 Ton crew	\$.68/km x 93 km	\$63.24
Sept 9	2011 Dodge 1 Ton crew	\$.68/km x 139 km	\$94.52

Sept 10	2011 Dodge 1 Ton crew	\$.68/km x 137 km	\$93.16
	2007 Ford 1 Ton crew	\$.68/km x 137 km	\$93.16
Sept 11	2011 Dodge 1 Ton crew	\$.68/km x 218 km	\$148.24
	2007 Ford 1 Ton crew	\$.68/km x 218 km	\$148.24
Sept 12	2011 Dodge 1 Ton crew	\$.68/km x 534 km	\$363.12
	2007 Ford 1 Ton crew	\$.68/km x 534 km	<u>\$363.12</u>

Vehicle Total \$2,507.16 ✓

Sept 6	Crew Meals 5 people x \$36.25 Lunch & Dinner	\$181.25	✓
Sept 7	5 People x \$11.75 Breakfast	\$58.75	✓
Sept 11	5 People x \$22.75 Dinner	\$113.75	✓
Sept 12	5 people x \$25.25 Breakfast & Lunch	<u>\$126.25</u>	✓

Meals Total \$480.00

SUB TOTAL ~~\$28,187.16~~ ✓

GOODS/SERVICES REC'D		by _____	
Date (mm/yy/dd)		Signature	
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered and/or conditions met.			
_____ Spending Authority Signature		_____ (Print Name)	
RESP	ACCT	STOB	PROJECT
589	12200	6001	1500000
Contract # 2037959		Inv # 14-017	
Supplier		Crew accommodation Sandman Hotel PG	

ON 5% GST
FEES ONLY SEE PG 1

~~\$1,409.36~~

305.80 less GST

\$319.70 ✓

Sept 11 Crew accommodation Carmel Motor Inn

184.80 less GST \$193.20 ✓

STOB 6001 - 25,200.00 GST 1260.00

Hotel Total

" 6002 - 3477.76

GST# 87392 4906 RC0001

\$512.80

490.60

GRAND TOTAL ~~\$30,109.42~~ ✓

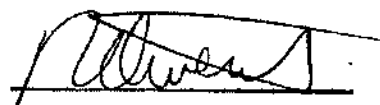
29,937.76



Steve Butchart

First Call Fire Services Ltd.

Goods Received and/or Services Rendered



INVOICE # 14-018**DATE: Nov 18, 2014****BILLED TO:**

Emergency Management BC
 PO Box 9201 Stn Prov Gov't
 Victoria, B.C.
 V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
 950-9th Green Drive
 Kamloops, B.C.
 V2H 1T9

DATE	HRS DESCRIPTION	AMOUNT
Nov 14	Travel Day to Trail	\$250.00
Nov 15	Instruct SPP WFF I	\$550.00
Nov 14-15	2011 Dodge 1 Ton crew \$81/km x 950 km	\$769.50
Nov 14	Meals - Lunch & Dinner	\$36.25
Nov 15	Meals - Full day	\$48.00
SUB TOTAL		\$1653.75
5% GST		\$82.69 ON FEES ONLY ON 800.00
Nov 14	Accommodation Best Western Hotel Trail	\$162.28
Hotel Total		\$162.28 155.10 less GST

GST# 87392 4906 RC0001

GOODS/SERVICES REC'D. by **GRAND TOTAL**
 CERTIFICATION THAT THE AMOUNT TO BE PAID is correct, is in accordance
 with the contract and/or invoice, and that the goods and/or services supplied are
 as described in the contract and/or invoice.

~~\$1898.72~~
\$1848.85

Butchart

Steve Butchart

Signature: *electronic: GORD ANDERSON*
 Goods Received and/or Services Rendered

First Call Fire Services Ltd.

REF#	2039450	1500000
Contract #	14-018	6001-800.00
Supplier	001	40.00 GST

Please bill/pay out of UBCM Training
 Budget. Thx *JD*

Jan 20

Accommodation Causeway Bay Hotel

\$107.35

Hotel Total

\$107.35

GST# 87392 4906 RC0001

GRAND TOTAL

~~\$2,611.39~~

2544.75

Goods Received and/or Services Rendered

[Signature]

[Signature]

Steve Butchart

First Call Fire Services Ltd.

GOODS/SERVICES RECEIVED		By <i>[Signature]</i>	
CERTIFIED THAT THE ABOVE IS TRUE AND CORRECT IN ACCORDANCE WITH APPROPRIATE RECORDS AND SYSTEMS CHECKED AND WHILE APPLICABLE, THE SUPPLIER'S TAX STATUS IS AS SUPPLIED AND THE SERVICES RENDERED ARE AS SUPPLIED.			
Specifying Authority Signature		Date	
RECD	QTY	UNIT	PRICE
K74	54505		1500000
20379501		15-001	

- Stayed at a friends in Invermere Jan 21, so no hotel expense 001

6001 - 1050.00
52.50 GST

6002 - 1442.25

Please
Bill to UBC
Trinity, &

INVOICE # 15-001**DATE: Jan 23, 2015****BILLED TO:**

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

<u>DATE</u>	<u>HRS DESCRIPTION</u>	<u>AMOUNT</u>
Jan 20, 2015	Travelled to Sparwood	\$250.00
Jan 21	Instructed SPP WFF I	\$550.00
Jan 22	Travelled home to Kamloops	\$250.00

GST
ON FEES ONLY

		Total	<u>\$1050.00</u>
		<i>GST</i>	<i>52.50</i>
Jan 20-22	2011 Dodge 1 Ton crew	\$.81/km x 1515 km	\$1227.15
		Vehicle Total	<u>\$1227.15</u>
Jan 20	All day (B, L, D)		\$48.00
Jan 21	All day (B, L, D)		\$48.00
Jan 22	Breakfast		\$11.75
		Meals Total	<u>\$107.75</u>
		SUB TOTAL	\$2384.90
		5% GST	\$119.24

INVOICE # 15-001**DATE: Jan 23, 2015****BILLED TO:**

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

<u>DATE</u>	<u>HRS</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Jan 20, 2015		Travelled to Sparwood	\$250.00
Jan 21		Instructed SPP WFF I	\$550.00
Jan 22		Travelled home to Kamloops	\$250.00
<hr/>			
Total			<u>\$1050.00</u>
Jan 20-22	2011 Dodge 1 Ton crew	\$.81/km x 1515 km	\$1227.15
Vehicle Total			<u>\$1227.15</u>
Jan 20	All day	(B, L, D)	\$48.00
Jan 21	All day	(B, L, D)	\$48.00
Jan 22	Breakfast		\$11.75
Meals Total			<u>\$107.75</u>
SUB TOTAL			\$2384.90
5% GST			\$119.24

Jan 20	Accommodation Causeway Bay Hotel	<u>\$107.35</u>
	Hotel Total	\$107.35

GST# 87392 4906 RC0001

GRAND TOTAL	\$2,611.49
-------------	------------



Steve Butchart

First Call Fire Services Ltd.

- Stayed at a friends in Invermere Jan 21, so no hotel expense

GST# 87392 4906 RC0001

GRAND TOTAL

\$2,451.57

UBCM RECOVERY

Steve Butchart

First Call Fire Services Ltd.

GOODS/SERVICES REC'D. by RIEK OWENS
Date (mm/yyyy) _____ Signature _____
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IN ACCORDANCE
WITH THE SUPPLIER'S INVOICE, AND THAT THE PAYMENT ADJUSTS CONTRACT AND
ORDER AGREEMENT. THE SUPPLIER'S INVOICE IS THE BASIS FOR THE GOODS SUPPLIED AND THE
REFERENCE HEREON.
Electronic: GORD ANDERSON
Spending Amount: _____ (Print Name)
RESP. ACCT. NO. PRODUCT
1274 54505 1500000
Consent: 2039950/ Supplier Inv # 15-002
001

6001 - 1350.00

67.50 GST

6002 - 1034.07

INVOICE # 15-002**DATE: Feb 20, 2015****BILLED TO:**

Emergency Management BC
PO Box 9201 Stn Prov Gov't
Victoria, B.C.
V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.
950-9th Green Drive
Kamloops, B.C.
V2H 1T9

<u>DATE</u>	<u>HRS DESCRIPTION</u>	<u>AMOUNT</u>
Feb 13, 2015	Travel to Vancouver	\$250.00
Feb 14	Instruct SPP WFF I	\$550.00
Feb 15	Instruct SPP WFF I	\$550.00
Sub Total		\$1350.00
5% GST		\$67.50
Total		\$1417.50
Feb 13-15	2011 Dodge 1 Ton crew \$.81/km x 766 km	<u>\$620.46</u>
Vehicle Total		\$620.46
Feb 13	Dinner @ \$22.75	\$22.75
Feb 14	Full Day @ \$48.00	\$48.00
Feb 15	Breakfast + Lunch @ \$25.25	<u>\$25.25</u>
Meals Total		\$96.00
Feb 13 & 14	Accommodations Sandman Inn	<u>\$296.61</u>
Hotel Total		\$296.61
Feb 13	Parking Receipt	\$21.00

Cargo Trailers - Flat Deck Trailers - Dump Trailers - Office Trailers

C&V TRAILER SALES & RENTALS

Cargo Trailers - Flat Deck Trailers - Dump Trailers - Office Trailers

Bill to: Ministry of Justice: Emergency Management BC/OFC

Rick Owens
1255 Dalhousie Drive
Kamloops, BC V2G 5Z5
Canada

(250) 819-2231

Ship to: Ministry of Justice: Emergency Management BC/OFC

Rick Owens
1255 Dalhousie Drive
Kamloops, BC V2G 5Z5
Canada

GOODS/SERVICES REC'D by _____
Date (mm/dd/yyyy) _____ Signature _____
I CERTIFY THAT THE AMOUNT PAID is correct, is in accordance
with appropriate statute, regulation, agreement and/or contract and
where applicable, the services rendered.

RESP ACC TO PROJECT
SEP 18 2014 12200 6002 1500000
SEP 23 2014 246 9980 81795

Invoice

Invoice Number: 81795
Date: Jul 23, 2014
Sales Person: S.22
Customer Order: G70182
Ship Date: AUG 29 '14 REC'D ENBC HQ
Page: 1
GST Number: 86000 9364 RT0001
VSA Number: 30740

Quantity	Description	Unit Price	Tax	Amount
1	Standby Rate for Type 2 Structure Unit # 1600 R6 Fire # G70182 July 8 2014	1,500.00	GP	1,500.00
256	Transport SPU 1600 from Ft St John to Tumbler Ridge ICP on July 8 2014.	0.68	GP	-174.08
1	Dinner as per BC Government rate July 8 2014.	22.75	GP	22.75
1	Hotel accommodation for July 8 2014 and July 9 2014. See attached invoice from Trend Mountain Hotel-Tumbler Ridge.	301.30	GP	301.30
224	Transport SPU 1600 from Tumbler Ridge ICP July 9 to KM 46 on the OJAY Connector and return to Tumbler Ridge on evening of July 9 2014. Due to adverse road conditions, SPS Stan Harvey requested that C&V Sales Transport SPU unit 1600.	0.68	GP	152.32
12	Full Daily Deployment Rate on SPU 1600 from July 9 2014 to July 20 2014 inclusive.	3,275.00	GP	39,300.00
220	Return mileage for C&V Sales transporter from Tumbler Ridge to Ft St John on July 10, 2014	0.58	GP	149.60
470	Transport SPU 1600 on July 16 2014, from KM 46 (Red Deere Staging) to KM 26 on OJAY Connector due to imminent fire danger. SPS Stan Harvey requested that due to adverse road conditions C&V Sales Transporter move SPU 1600.	0.68	GP	319.60
484	Transport demobilized SPU 1600 (15:30 Hrs) July 20 2014, from KM 26 on OJAY Connector to Ft St John by C&V Sales Transporter.	0.68	GP	329.12
Subtotal:				42,248.77
GP - GST 5%, PST 7%				(40,800.00) GST ON FEES + 2040.00
GST				2040.00
PST				2856
Standby \$1500				1500
GST				75
PST				105
\$1680.00				1680.00
Comment: Red Deere Fire: G70182				Deployed \$40,762.11
70B 6001 40,800.00 GST 2040.00				1965.
" 6002 - 1448.77				2751.
2% per month (24% p.a.) charged on accounts over 30 days				\$45,478.71
Deployed & standby total				\$47,158.71

Goods Received and/or Services Rendered

[Signature]

MAIL TO: PO BOX 831
CHARLIE LAKE, BC

C & V Sales Ltd dba C & V Trailer Sales V0C1H0

10109 Alaska Road, Fort St John, BC V1J 1A9

Phone (250) 785-6780

Fax

(250) 785-6798

E-mail cvtrailersales@telus.net

Toll Free Phone (877) 785-6780

Toll Free Fax

(866) 388-2408

Web

www.cvsalesltd.com

Firestorm Enterprises Ltd.

Box 63
 Quilchena, BC V0E 2R0
 Ph # 1-888-456-3473
 GST#853418374

Invoice

Number: 1435

Date: September 19, 2014

Bill To:

Ministry of Justice
 Emergency Management of BC
 PO Box 9223 Stn Prov Govt
 Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
 Emergency Management of BC
 PO Box 9223 Stn Prov Govt
 Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
G50226	J-C-OFC1415J900			

Description	Quantity	Price	Tax 1	Tax 2	Amount
5 Person Structure Protection Half Day Rate 6 hours or less 2013/2014	1.00	1,800.00	✓		1,800.00 ✓
5 Person Structure Protection Day Rate 2013/2014	4.00	3,600.00	✓		14,400.00 ✓
5 Person Structure Protection Crew Hourly OT 2012	4.00	425.00	✓		1,700.00 ✓
Kilometer Rate SPU crew 2014	3,115.00	0.68			2,118.20
Hotel	1.00	1,084.80			1,084.80
Hotel	1.00	305.10			305.10
Hotel	1.00	293.80			293.80
Hotel	1.00	158.20			158.20
Hotel	1.00	152.55			152.55
Meal Allowance Dinner Only	5.00	22.75			113.75
Meal Allowance Full Day 2014	15.00	48.00			720.00

GOODS/SERVICES REC'D by RICARDO OWENS Signature

DATE (month/day/yr) 09/19/14

CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered and/or conditions met.

electronic - GORD ANDERSON Spreading Authority Signature (Print Name)

RESP	ACCT	STUB	PROJECT
J89	12200		1500000
Contract #	2096944	Supplier	Inv # 1435

002

Total "OVER"

6001 - 17,900.00
 GST 895.00
 6002 - 4946.40

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$105,856.14	\$0.00	\$0.00	\$4,634.19	\$110,490.33

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Invoice

Number: 1434

Date: September 16, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
G70182	D-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
-------------	----------	-------	-------	-------	--------

S0-C-OFC1415J90004
Resource REquest #G70182
Standing Offer S0-4039

- Line 1 = 1-5 Person Crew July 9 through to July 21
- Line 2 = 1-5 Person Crew Return Drive July 22 06:30 to 10:00 = 3.5 hours billed at hourly rate
- Line 3 = Kilometers 2 Ford F350 Daily total Attached (7500)
- Line 4 = Hotel July 9 (3 rooms in Prince George)
- Line 5 = Hotel July 10 (3 rooms Tumbler Ridge)
- Line 6 = Hotel July 11, 12 (3 Rooms Tumbler Ridge)
- Line 7 = Hotel July 21 (2 rooms return home over 12 hours)
- Line 8 = Meals July 10 L & D x 5 pp = qty 5
- Line 9 = Full Day Meal Per Diem July 11, 12, 21 = 3 days x 5 people = qty 15
- Line 10 = Dinner July 13 x 5 pp = Qty 5
- Line 11 = Meals July 22 Breakfast only 5 people = Qty 5

GOODS/SERVICES REC'D		By <i>[Signature]</i>	
Date (month/year)		Signature	
<p>CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered under conditions met.</p>			
Specialty Authorizing Signature		(Print Name)	
RESP	AMT	PROJECT	
J89	12200	1500000	
Contract #	Supplier	Inv #	
	2096449	1434	

RICK OWENS

Sub-Total \$53,278.74

GST 5.00% on 45,000.00 2,250.00

City Tax 7.00% on 0.00 0.00

Total \$55,528.74

6001 - 45,000.00

GST 2250.00

6002 - 8278.74

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$400,258.74	\$0.00	\$0.00	\$4,631.19	\$104,889.93

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Rec'd Oct 7/14

Invoice

Number: 1433

Date: September 16, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
Standby	D-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
5 Person Structure Protection Standby Crew Rate 2013/2014	6.00	1,800.00	✓		10,800.00 ✓
5 Person Structure Protection Standby under 6 hour day Hourly Rate	6.00	180.00	✓		1,080.00 ✓

S0-C-OFC1415J90004
Resource REquest #110066
Standing Offer S0-4039

Line 1 = Standby 1-5 Person Crew Okanagan Aug 8 through until Aug 13, 2014 08:00 to 20:00 = 6 days

Line 2 = Standby 1-5 Person Crew Okanagan Aug 14, 2014 08:00 to 14:00 = 6 hours billed at hourly rate then Deployed to Mackenzie on Aug 14 14:00

GOODS/SERVICES REC'D by [Signature] KIRKOWEN S
Date (month/year/day) 10/7/14 Signature
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered and/or conditions met.
Electronic - GORD ANDERSON
Spending Authority Signature (Print Name)
RES# 12200 ACCT# 6001 STOR# 1500000
Comments # 2096948 Invoice # 1433
002

Sub-Total	\$11,880.00
GST 5.00% on 11,880.00	594.00
City Tax 7.00% on 0.00	0.00
Total	\$12,474.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$26,586.00	\$0.00	\$4,621.19	\$10.00	\$31,217.19

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Invoice

Number: 1424

Date: September 02, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
Standby	J-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
5 Person Structure Protection Standby Crew Rate 2013/2014	7.00	1,800.00	✓	✓	12,600.00

S0-C-OFC1415J90004
Resource REquest #110061
Standing Offer S0-4039

Standby 1-5 Person Crew Okanagan Aug 1 through until Aug 7, 2014 08:00 to 20:00 = 7 days

GOODS/SERVICES REC'D by ROCK OWENS
Date (mm/dd/yy) 09/02/14 Signature
I CERTIFY THAT THE AMOUNT TO BE PAID is correct, is in accordance
with appropriate statute or other authority for payment and/or contract and
where applicable, that the work has been performed, the goods supplied and the
services rendered and/or conditions met.
electronic - GORD ANDERSON
Spending Authority Signature (Print Name)
RESP ACCT SUB PROJECT
589 12200 6001 1500000
Common # 2096949 Supplier Inv # 1424
002

GST	Sub-Total	\$12,600.00
HST 5.00% on 12,600.00		630.00
City Tax 7.00% on 12,600.00		882.00
Total		\$14,112.00
		<u>13,230.00</u>

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$26,586.00	\$0.00	\$4,621.19	\$10.00	\$31,217.19

Firestorm

Box 63
Quilchena, BC V0E 2R0
1-888-456-3473
GST# 853496032
Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Invoice

Number: 1054

Date: August 07, 2014

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number

k60265

Terms

Project

Description	Hours/Days	Rate	Tax 1	Tax 2	Amount
SPU 1/2 Day Rate 2014	1.00	1,500.00	✓		1,500.00 ✓
SPU Type II Full Day Rate	7.00	3,275.00	✓		22,925.00 ✓

SPU TRAILER

SPU Trailer deployed to Murray Lake called @ 16:00 July 17

Line 1 = July 17 Report to Merritt Zone Office @ 17:00 1/2 day rate

Line 2 = July 18-24 = 7 days full day rate

GOODS/SERVICES REC'D by *TRICK OWENS*
Date (mm/dd/yy) *08/07/14* Signature *[Signature]*
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered, and/or conditions met.
Electronic - GORD ANDERSON
Spending Authority Signature (Print Name)
RESP: *J89* ACC: *12200* SIOB: *1500000* PROJECT: *1500000*
Commit # *2096949* Supplier *1054* Inv # *6001-24,425.00*
002

5% Sub-Total \$24,425.00
GST 12.00% on 24,425.00 2,931.00
PST 7.00% on 0.00 0.00
Total \$27,356.00

6001-24,425.00
65T 1221.25

25,646.25

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$0.00	\$110,846.44	\$0.00	\$0.00	\$110,846.44

Firestorm

Box 63
Quilchena, BC V0E 2R0
1-888-456-3473
GST# 853496032

Invoice

Number: 1055
Date: August 07, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Project
k60265	S0-C-0FC1415J90004	

Description	Hours/Days	Rate	Tax 1	Tax 2	Amount
SPU 1/2 Day Rate 2014	1.00	1,500.00	✓		1,500.00
5 Person Structure Protection Day Rate 2013/2014	7.00	3,600.00	✓		25,200.00
Truck Kilometers	2,844.00	0.68			1,933.92

SPU crew

SPU Crew deployed to Murray Lake K60265 called @ 16:00-20:30 July 16

Line 1 = July 17 Report to Merritt Zone Office @ 17:00 1/2 day rate

Line 2 = July 18-24 = 7 days full day rate

Line 3 = Kilometers (July 17 = 22, July 18=200, July 19=200, July 20=200, July 21=200, July 22=200, July 23=200, July 24=200) Total = 1422 x 2 Trucks = 2844

GOODS/SERVICES REC'D by *R. Owens*
Date (mm/dd/yyyy) *8/7/14* Signature *R. Owens*
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered and/or conditions met.
electronic - GORD ANDERSON
Spending Authority Signature (Print Name)
RESP *12200* ACCT *1500000* PROJ
Commit # *20969491* Supplier *002* Inv # *1055*

Sub-Total \$28,633.92

GST 5.00% on 26,700.00 1,335.00

PST 7.00% on 0.00 0.00

Total \$29,968.92

*6001-26,700.00
GST 1335.00
6002-1933.92*

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$0.00	\$110,846.44	\$0.00	\$0.00	\$110,846.44

Firestorm

Box 63

Quilchena, BC V0E 2R0

1-888-456-3473

GST# 853496032

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Invoice

Number: 1056

Date: August 07, 2014

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Project
G70221	S0-C-0FC1415J90004	

Description	Hours/Days	Rate	Tax 1	Tax 2	Amount
G70221					

SPU Crew from Prince George to Chetwynd July 17, return July 25

Line 1 = July 17 to July 24 Crew Deployed in Chetwynd on Fire #G70221

Line 2 = July 25 Crews return to Quilchena; 3 FF

Line 3 = July 25 Subtract 2 FF (went to another crew)

Line 4 = Meal Allowance Full Day July 17 to July 24 = 8 days x 5 pp = qty 40 plus July 25 1 day x 3 pp = qty 3 Total Meal Allowance = 43

Line 5 = 2 F350 2014 Crew Cab Trucks .68 per Kilometers attached = 4999 kilometers

GOODS/SERVICES REC'D

CERTIFIED THAT THE ABOVE GOODS AND SERVICES ARE CORRECT, AS RECEIVED, AND THAT THE SUPPLIER'S TAXES AND DUTIES ARE CORRECTLY CALCULATED AND SHOWN ON THIS RECEIPT.

Signature: *electronic: GORD ANDERSON*

Goods Received and/or Services Rendered

[Signature]

RESP 12200 1500000
J89 2096949/ 1056
Supplier 002

Sub-Total \$36,597.32
GST 5.00% on 31,134.00 1,556.70
PST 7.00% on 0.00 0.00
Total \$38,154.02

6001 - 31,134.00 GST 1556.70

6002 - 5463.32

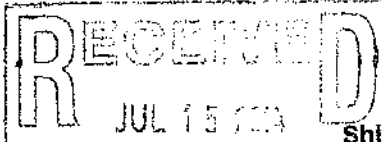
0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$0.00	\$0.00	\$0.00	\$38,154.02	\$38,154.02

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Invoice

Number: 1413
Date: June 24, 2014



Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
S115 Training			Big White	

Description	Quantity	Price	Tax 1	Tax 2	Amount
OFC Instructing Rate 2014	1.00	550.00	✓		550.00
OFC Travel Rate over 2 hours 2014	2.00	250.00	✓		500.00
OFC Training Kilometer Rate 2014	424.00	0.81			343.44
OFC Breakfast and Dinner 2013	1.00	34.50			34.50
OFC Hotel Rate 2011	1.00	100.00			100.00
OFC Dinner only 2013	1.00	22.75			22.75

Big White Fire Department June 12
Line 1 = S115 Instructing June 12
Line 2 = Travel x two days
Line 3 = 212 kilometers each way = 424 kms
Line 4 = Meals Breakfast and Dinner July 12
Line 5 = Hotel June 11
Line 6 = June 11 Dinner (travel inbound)

FIRE #: Bill to UBCM
Training account

15000000
Rick Owens

electronic - GORD ANDERSON

1274.54505
2096949/ 1413

002

6001 - 1050.00
GST 52.50

6002 - 500.69

Sub-Total	\$1,550.69
GST 5.00% on 1,050.00	52.50
City Tax 7.00% on 0.00	0.00
Total	\$1,603.19

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$4,621.19	\$0.00	\$0.00	\$10.00	\$4,631.19

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Invoice

Number: 1437

Date: September 30, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
SPU Trailer	D-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
SPU 1/2 Day Rate 2014	1.00	1,500.00	✓		1,500.00
SPU Type II Full Day Rate	6.00	3,275.00	✓		19,650.00
Meal Allowance Dinner	2.00	22.75			45.50
Kilometer Rate SPU crew 2014	300.00	0.68			204.00

SP-U-OFC1415J90003

Resource Request #SPU TRAILER TO LYTTON

Line 1 = SPU Trailer Quilchena to Lytton July 18 = 1/2 day

Line 2 = SPU Trailer July 19,20,21,22,23, 24=6 days

Line 3 = Dinner July 17 & Dinner July 24

Line 4 = Kilometers = Quilchena to Lytton = 125 kilometers x 2 (there and return) = 150 KMS x Drop off and Pick Up = 300 KMS

GOODS/SERVICES REC'D

Date (mm/yyyy)

by

Signature

CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered and/or conditions are:

Spending Authority Signature

(Print Name)

RESP

ACCT

JOB

PROJECT

J89

12200

1500000

Comat #

Supplier

Inv #

1437

GST

Sub-Total

\$21,399.50

HST 5.00% on 21,150.00

1,057.50

City Tax 7.00% on 0.00

0.00

Total

\$22,457.00

6001-21,150.00

GST 1057.50

6002-249.50

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$128,313.14	\$0.00	\$0.00	\$4,631.19	\$132,944.33

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Invoice

Number: 1443

Date: November 06, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
SPU Crew	J-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
<p>SP-O-OFC1415J90004 Resource Request #SPU TRAILER & Crew to Williams Lake July 16 to 24</p> <p>SPU Trailer (Invoice #1142) Quilchena to Williams Lake July 16 17:00 to 01:00 = 8 hrs, full day rate. Line 1 = SPU Crew July 16 to 24 = 9 days Line 2 = SPU Crew July 24 Overtime released at the end of the day 07:00 to 22:00 = 15 hours - 1 hr (or 2 half hour breaks) = 14 hours or 2 hours Overtime. Line 3 = Hotel Coast Fraser Inn x 8 nights = 2689.40 Line 4 = Full Day Meal per diem x 8 days = 5 people x 8 days = 40 days Line 4 = Kilometers July 16 & July 24 x 2 trucks 350 kms x 2 trucks = 700 kms x 2 days = 1400 kms</p>					

GOODS/SERVICES REC'D by Kidowens
Date (mm/yyyy) _____ Signature _____
CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate rates of other authority for payment and/or contract and where appropriate, that the work has been performed, the goods supplied and the services rendered in accordance with the contract.
Electronic - M. Anderson
Spending Authority Signature _____ (Print Name) _____
RESP: J89 ACC: 12200 STO: 150000 PROJECT: 1443
Comment # 06 Supplier 002 Inv # 002

Sub-Total \$38,811.40
GST 33,250.00
HST 3.00% on 33,250.00 1,662.50
City Tax 7.00% on 33,250.00 2,327.50
Total \$42,849.00
6001 - 33,250.00
1662.50 GST
6002 - 5561.40
40,473.90

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$73,797.75	\$169,896.22	\$14,112.00	\$4,631.19	\$262,437.16

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Invoice

Number: 1442

Date: November 06, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
SPU Trailer	J-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
SPU Type II Full Day Rate R110034	9.00	3,275.00 1,500.00	✓		29,475.00 13,500.00
<p>STANDBY Rate 1500 per day 120</p> <p>SP-U-OFC1415J90003 Resource Request #SPU TRAILER to Williams Lake July 16 to 24</p> <p>SPU Trailer Quilchena to Williams Lake July 16 17:00 to 01:00 = 8 hrs, full day rate. Line 1 = SPU Trailer July 16 to 24 = 9 days</p>					

Goods Received and/or Services Rendered

[Signature]

GOODS/SERVICES REC'D		by <u>RICK OWENS</u>	
Date (mm/yy/dd)		Signature	
<p>DECLARED THAT THE AMOUNT TO BE PAID is correct, is in accordance with applicable statute or other authority for payment, and/or contract and other applicable law. The receipt has been retained, the goods supplied and the services rendered.</p> <p>Electronic: <u>M. Anderson</u></p> <p>Issuing Authority Signature: _____ (Print Name)</p>			
RESP	ACCT	STOL	PROJECT
189	12200	6001	1500000
JAN 16 2015		2016949/1442	

SGS INVOICE 1443 for
DTRIS

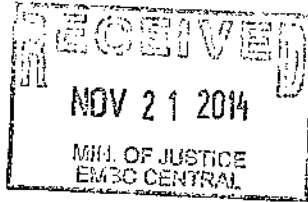
Sub-Total 13,500.00
HST 5.00% on 29,475.00 1,473.75
City Tax 7.00% on 0.00 0.00

Total ~~\$30,948.75~~
\$14,175.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$30,948.75	\$469,896.22	\$44,112.00	\$4,631.19	\$219,588.16

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374



Invoice

Number: 1436

Date: September 30, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
R10070	J-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
5 Person Structure Protection Day Rate 2013/2014	14.00	3,600.00	✓		50,400.00 ✓
Kilometer Rate SPU crew 2014	4,081.00	0.68			2,775.08 ✓
Hotel rate	1.00	289.80			289.80 ✓

S0-C-OFC1415J90004
Resource Request #R10070

Line 1 = 1-5 Person Crew Aug 26 through to Sept 8 = 14 days
Line 2 = Kilometers 2 Ford F350 Daily (607+270+270+0+0+160+160+205+205+125+125+77+77+900+900)= 4081 kilometers total
Line 3 = Aug 26 crew drove to Prince George, staged overnight then drove to fire Aug 27; 3 rooms x 96.60 (copies attached)= 289.80

CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, that the work has been performed, the goods supplied and the services rendered and/or consumed to:

Electronic: GORD ANDERSON

Spending Authority Signature: _____ (Print Name)

RESP	ACCT	STG	PAID/ACC
J89	12200		1500000
Commit #	20969497	1436	

Sub-Total	\$53,464.88
GST 5.00% on 50,400.00	2,520.00
City Tax 7.00% on 0.00	0.00
Total	\$55,984.88

Goods Received and/or Services Rendered
[Signature]
For Provincial Emergency Program Director

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$109,427.24	\$170,180.02	\$14,112.00	\$4,031.10	\$298,356.45

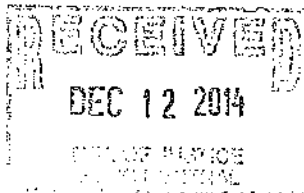
Firestorm Enterprises Ltd.

Box 63

Quilchena, BC V0E 2R0

Ph # 1-888-456-3473

GST#853418374

**Invoice**

Number: 1445

Date: November 18, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
SPU Crew	D-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
5 Person Structure Protection Day Rate 2013/2014	13.00	3,600.00	✓		46,800.00 ✓
Hotel rate	1.00	265.44			265.44 ✓
Meal Allowance Breakfast & Lunch 2014	5.00	25.25			126.25
Kilometer Rate SPU crew 2014	7,381.00	0.68			5,019.08 ✓
Meal Allowance Full Day 2014	5.00	48.00			240.00
Hotel rate	2.00	96.05			192.10 ✓
Meal Allowance Breakfast & Lunch 2014	5.00	25.25			126.25

GOODS/SERVICES REC'D

CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with the invoice, terms or other authority for payment and/or contract and when applicable, that all goods have been received, the goods supplied and the services rendered are in accordance with the contract.

Signature: *RICK OWENS*
electronic: GORD ANDERSON
(Print Name)

RESP

ACC

STAL

SUBJECT

J89 12200

1500000

105 2013

2096949/1445

Replaced original cert.
from RR# 460032
(Timorad)

6001 - 46,800.00 GST 2340.00

55,109.12

6002 - 5969.12

R OWEN

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$155,749.84	\$55,984.88	\$0.00	\$10.00	\$211,744.72

Firestorm Enterprises Ltd.

Box 63
Quilchena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

Invoice

Number: 1447
Date: November 22, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
SPU Crew	J-C-OFC1415J9000			

Description	Quantity	Price	Tax 1	Tax 2	Amount
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SP-O-OFC1415J90004
Resource Request #

SPU Crew Aug 16 to G50470
Line 1 = Aug 16 to Aug 21 = 6 days
Line 2 = Aug 16 Travel from Quilchena to Prince George, Hotel x 3 rooms
Line 3 = Kilometers (657+334+172+158+158+782) = 2261
Line 4 = Aug 17 Breakfast x 5 persons
Line 5 = Aug 21 travel day; full day meal per diem x 5 persons

G50470

GOODS/SERVICES REC'D by RICK OWENS
Date (mm/dd/yyyy) _____ Signature _____
CERTIFIED THAT THE AMOUNT (VAT INCL) is correct, is in accordance with appropriate statute for proper taxation for payment and/or contract and where applicable, the amount is correct for the goods supplied and the services rendered.

Spending Authority Signature: electronic M. Anderson (Print Name)
RESP: 589 ACC: 12200 TOT: 1500000
JAN 16 2015 2096949/1447
002

6001 21,600.00
1080.00 GST

6002 2116.82 Sub-Total \$23,716.82
GST 5.00% on 21,600.00 1,080.00
PST 7.00% on 0.00 0.00
Total \$24,796.82

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$153,703.69	\$0.00	\$55,984.88	\$10.00	\$209,698.57

RECEIVED

MAY 25 2012

MIN. OF PUBLIC SAFETY
SOLICITOR GENERAL
SEP 40

INVOICE # 12-005

CERTIFIED GOODS/SERVICES RECEIVED, PRICES/EXTENSIONS/TOTAL \$ 15000.00 NO. 1			
PREVIOUSLY PASSED FOR PAYMENT			
DATE: May 22, 2012			
SIGNATURE _____			
GOODS & SERVICES RECEIVED		DATE INVOICE RECEIVED	
YY/MM/DD 12/05/25		YY/MM/DD 12/05/25	
RESP	SERVICE	STOR	PROJECT
ISK 74	54505		15000.00
CONTRACT/COMMIT #		\$ AMOUNT TO BE PAID	
		1623	
CERTIFIED THAT THE AMOUNT TO BE PAID IS CORRECT, IS IN ACCORDANCE WITH APPROPRIATE STATUTE OR OTHER AUTHORITY FOR PAYMENT AND/OR CONTRACT AND WHERE APPLICABLE THAT THE WORK HAS BEEN PERFORMED, THE GOODS SUPPLIED, THE SERVICE RENDERED AND/OR OTHER CONDITIONS MET.			
SPENDING AUTHORITY SIGNATURE		PRINT NAME	
		V2E 2T6	

BILLED TO:

Office of the Fire Commissioner

P.O. Box 9201

Stn. Prov. Gov't

Victoria, B.C. V8W 9J1

RECEIVED FROM:

First Call Fire Services Ltd.

1623 Cheakamus Drive

Port Moody, B.C.

Attention : Gary Hartwig, Structure Protection, Lynn Ross, Finance Manager

Standing Offer # SO-000763(crew) & # SO-OFC003(SPU)

DATE	HRS DESCRIPTION	AMOUNT
May 13, 2012	SPU Crew Deployed Pavillion Lake K70059	\$3600.00
May 14, 2012	SPU Crew K70059	\$3600.00
May 15, 2012	SPU Crew K70059	\$3600.00
May 16, 2012	SPU Crew K70059 Demobilize	<u>\$3600.00</u>
	Total	\$14400.00

May 13, 2012	SPU Type II Deployed Pavillion Lake K70059	\$3275.00
May 14, 2012	SPU Type II K70059	\$3275.00
May 15, 2012	SPU Type II K70059	\$3275.00
May 16, 2012	SPU Type II K70059 Demobilize	<u>\$3275.00</u>
	Total	\$13100.00

Box 63
Quilichena, BC V0E 2R0
Ph # 1-888-456-3473
GST#853418374

RECEIVED
JUL 15 2014

Number: 1412
Date: June 24, 2014

Bill To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

MIN. OF JUSTICE
ENBC HQ

Ship To:

Ministry of Justice
Emergency Management of BC
PO Box 9223 Stn Prov Govt
Victoria, BC, V8W9J1

PO Number	Terms	Sales Rep	Ship Via	Code
S115 Training			Belfour Harrop	

Description	Quantity	Price	Tax 1	Tax 2	Amount
OFC Instructing Rate 2014	2.00	550.00	✓		1,100.00
OFC Travel Rate over 2 hours 2014	2.00	250.00	✓		500.00
OFC Training Kilometer Rate 2014	1,100.00	0.81			891.00
OFC Hotel Rate 2011	3.00	100.00			300.00
Meal Allowance Full Day 2014	3.00	49.00			147.00
-		0.00			
-		0.00			

line 1 = Belfour Harrop May 10 & Pass Creek May 11
line 2 = Travel days on either end May 9-12
line 3 = Quilchena to Belfour (540 km) May 9 on to Pass Creek May 10 (75 km) & Return (485kms) May 12 kilometers = 1100 kilometers
line 4 = Hotel May 9, May 10, May 11
line 5 = Full day meal per diem May 9 May 12

FIRE #: Bill to UBERM
Training Account
RICK OWEN'S

GOODS/SERVICES REC'D by 1661
(Date Invoiced) Signature

CERTIFIED THAT THE AMOUNT TO BE PAID is correct, is in accordance with appropriate statute or other authority for payment and/or contract and where applicable, has been previously approved by the appropriate authority.

Services rendered: electronic: CORD AND

Spending Authority Signature: _____ Print Name: _____

RESP	ACT	STG	PROJECT
174	54505		1500000
Commit #	2096949		1412

electronic: GORD AND ERSON

Sub-Total	\$2,938.00
-----------	------------

~~GST~~ HST 5.00% on 1,600.00 80.00

City Tax 7.00% on 0.00 0.00

Total \$3,018.00

6001- 1600.00

EST 8000

6002 - 1338.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$3,868.14	\$0.00	\$0.00	\$10.00	\$3,878.14