

BCCA PROGRAM DELIVERY INC.

#4 – 10145 Dallas Drive, Kamloops, BC V2C 6T4 Telephone (250) 573-3611 Fax (250) 573-5155

Contract Number: BCCA Program Delivery Inc.

THIS AGREEMENT executed and dated for reference

BETWEEN:

BCCA Program Delivery Inc. (BCCA PDI)
 (the “we”, “us”, or “our” as applicable) at the following:
 #4-10145 Dallas Drive
 Kamloops, BC V2C 6T4
 Telephone: 250.573.3611 Fax: 250.573.5155
 E-mail Address: info@cattlemen.bc.ca
 BCCA PDI Representative: Kevin Boon, Gen. Mgr.

AND:

(the Contractor”, “you”, or “your” as applicable) at the following:

Telephone
 Contractor Representative:
 Contractor’s WorkSafeBC Number:
 Contractor’s GST#

In consideration of the payments hereinafter stipulated, the Contractor does hereby agree to perform and execute the works or services (herein called the “Work”) as described in the attached Schedule “7” and Schedule “12” in accordance with all terms and conditions set forth in the document.

1. The Contractor will commence work on _____ and shall complete the same no later than _____.
2. All necessary tools, equipment, materials and personnel required to complete the above Work within the allotted time will be supplied by the Contractor.
3. The Contractor will be an Independent Contractor and not the servant, employee or agent of BCCA PDI.
4. The Contractor agrees to treat all information to which access is given as confidential.
5. The Contractor will not in any manner whatsoever commit or purport to commit BCCA PDI to the payment of any money to any person, firm or corporation.
6. The Contractor will not make any assignment or subcontract any Work under this Agreement without prior written consent of BCCA PDI.
7. All material produced by the Contractor as a result of the Agreement will be the exclusive property of BCCA PDI.
8. The Contractor agrees that the Work performed and materials furnished and used in the production of the said Work have been paid for and are free and clear from all lawful claims or liens under any law for labour, workmanship, material or otherwise.
9. Notwithstanding any other provisions of this Agreement, the payment of money by BCCA PDI to the Contractor pursuant to this Agreement is subject to the provisions of the *Financial Administration Act*.
10. The Work is for the use of, and is being purchased by BCCA PDI and is therefore subject to the GST Tax.
11. The Contractor agrees to indemnify and save harmless BCCA PDI, its employee(s), agent(s) and authorized representative(s), and each of them from and against losses, claims, damages, (collectively referred to as “Claims”), that BCCA PDI may attain, incur, suffer or be put to at any time, either before or after the expiration or termination of the Agreement, excepting always that the indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omission or the negligent acts of BCCA PDI, or other contractor(s), assign(s) and authorized representative(s) or any other persons.
12. The Contractor shall, at its own expense, obtain WorkSafeBC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations there under. Upon request, the Contractor shall provide the BCCA PDI with proof of such compliance.
13. Clauses 4, 7 and 11 continue in force indefinitely, even after this Agreement ends.
14. The Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

The parties have executed this Agreement and this Agreement is made as of the day and year first above written:

For BCCA Program Delivery Inc.:**For the Contractor:**

Schedule 1

DESCRIPTION OF WORKS SERVICES

Item # Description:

Contractor must accept Prime Contactor Responsibilities as per attached Schedule 13- Prime Contractor Agreement.

In accordance with Schedules listed as attachments.

- 1. Construct approximately meters of fence at
2. Construction is inclusive of right of way construction.
3. Removal and disposal of existing fence
4. Provision of all incidentals unless pre-approved by BCCA PDI.
5. Submit to 400 metre inspection.
6. Payment will be made upon completion of final inspection and submission of invoices.
7. Construction to be completed on the following date:

SHORT DESCRIPTION OF WORK SERVICES (As per attached specifications)

Approximately meters of 4 strand barbed wire fence at above location(s).

Fence line will be measured upon completion.

DESCRIPTION OF PRICE:

Table with 3 columns: Price per Meter, Project Name, Approximate # meters

Exact completed measurement may vary from the above estimate, however payment for this contract will not exceed measured length greater than ten percent of bid.

DEFINITIONS

Right of way construction: Removal of dead, defective and danger trees within a tree length of the fence line, as well as, a five-metre right-of-way is to be cleared on the fence line. Slash must be disposed of as directed by BCCA PDI representative and should follow the Forest Practices Code. Leave room for quad access on wire side of the fence and horse and rider on the other.

400-metre inspection: Quality assurance personnel to inspect the first 400 metres of fence constructed to determine if it meets project specifications before the contractor has approval to complete the fence.

ATTACHMENTS TO CONTRACT

- Schedule 2 (Risk Assessment)
Schedule 3 (Insurance Requirements)
Schedule 4 (Forest Fire Prevention Specifications)
Schedule 5 (Authorization to Cut Crown Timber)
Schedule 6 (Slash Disposal)
Schedule 7 (Works/Services Schedule)
Schedule 8 (Four Strand Barbed Wire Specifications)
Schedule 9 (Section 909-Treated Wood Fence Posts Specs)
Schedule 10 (Notice of Commencement)
Schedule 11 (Notice of Completion)
Schedule 12 (Work Detail Document)
Schedule 13 (Prime Contractor Agreement & Pre-Qualification Checklist)

TO BE PROVIDED BY CONTRACTOR WITH RETURNED SIGNED CONTRACT

- Contractor's WorkSafeBC Number
Certificate of contractor's liability insurance
Contractor's GST Number

IN SIGNING THIS AGREEMENT, THE CONTRACTOR AGREES THAT HE/SHE HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE CONTAINED IN ANY AND ALL ATTACHMENTS.

Contractor's initials:
Name of Contractor: