



Implementation Contract

FOR _____
(Activity/Treatment)

SILVICULTURE CONTRACT ADMIN. NO.	PROJECT LOCATION
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THIS AGREEMENT dated for reference the _____ day of _____, year of _____.

WITNESSES THAT:

IN CONSIDERATION of the following covenants, terms and agreements

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Forests

(hereinafter called the "Province")
at the following address:

AND

hereinafter called the "Contractor"
at the following address:

Telephone No.:

Telephone No.:

AGREE AS FOLLOWS:

DEFINITIONS

1.01 In this Contract and in a Schedule:

"Activity Contracts" means the contracts attached to this Contract or described in a Schedule attached to this Contract, including any written amendments to them, whether an amendment is signed before or after the commencement of the Term, and including Work Progress Plans;
 "Activity Contract" means any one of the Activity Contracts;
 "Activity Contractor" means a party to an Activity Contract other than the Province;
 "Ministry Officer" means a representative designated by the Province from time to time, in writing, to administer this Contract on its behalf. In the absence of any other designation in writing, a person who signs a Notification to Commence Work shall be deemed to be the Ministry Officer;
 "Notification to Commence Work" means a Notification to Commence Work issued under paragraph 2.01 of Schedule "A" attached hereto;
 "Services" means the Services described in Schedule "A";
 "Silviculture Manual" means the Silviculture Manual of the Ministry of Forests as it exists from time to time;
 "Site" means the location of the work performed under an Activity Contract, including the location of any camp established or used by an Activity Contractor; and
 "Work Progress Plan" means a Work Progress Plan under paragraph 5.02 of Schedule "A" attached hereto, signed by the Province and by an Activity Contractor.

- (i) at all times, treat as confidential all information and material supplied to or obtained by the Contractor as a result of this Contract, and not permit the publication, release or disclosure of the same without the prior written consent of the Province;
- (j) not perform any service for any other person, firm or corporation which, in the reasonable opinion of the Province, may give rise to a conflict of interest;
- (k) ensure that all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (l) ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not of the Province, with the Contractor being solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, workers' compensation, leave and all other matters arising out of the relationship of employer and employee;
- (m) not in any manner whatsoever commit or purport to commit the Province to the payment of any money;
- (n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred;
- (o) indemnify and save harmless the Province from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur by reason of any act or omission of the Contractor or of any servant, employee, officer, director, shareholder or subcontractor of the Contractor;
- (p) during the Term, provide, maintain and pay for insurance in such form and amounts, with such deductibles and according to the terms and conditions outlined in this Agreement and the Schedules attached hereto;
- (q) comply with all conditions and regulations under the *Workers' Compensation Act*, and pay all levies and assessments made thereunder and, upon request, provide the Province with proof of compliance with this paragraph;
- (r) unless he will perform all the services personally, designate in writing a representative to act on his behalf;
- (s) not use Provincial Crown forest land, including roads, landings or Ministry of Forests recreational sites for lodging, camping, vehicle parking or trailer parking in connection with work under this Agreement, without having obtained the prior written approval of the Ministry Officer, which approval, if given, may be revoked at any time for any reason by the Province;
- (t) ensure that he is, at all times in the performance of this Contract, in compliance with the Forest Fire Prevention Regulations, Wildfire Control Responsibilities, Forest Campfire Regulations and Burning Permit requirements;
- (u) not smoke or permit an employee to smoke while at or near the Site, except in an area free of flammable material, and ensure that all burning material is completely extinguished before leaving the area.

TERM AND GENERAL CONDITIONS

2.01 The Contractor will:

- (a) notwithstanding the date of execution of this Contract, provide the Services, commencing on _____ and ending on _____ (the "Term");
- (b) except as may be otherwise provided for in this Contract, undertake all work and supply all materials necessary to perform the Services;
- (c) upon the request of the Province, fully inform the Province of the work done by the Contractor in connection with the provision of the Services, and permit the Province at all reasonable times to inspect, review and copy all works, productions, billings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this Contract;
- (d) comply with all applicable municipal, provincial and federal legislation and regulations;
- (e) obtain and, upon request, provide the Province with proof of having obtained all permits and licences necessary for the performance of the Services;
- (f) promptly pay all persons employed by it;
- (g) not assign this Contract, nor subcontract any of its obligations under this Contract, without the prior written consent of the Province;
- (h) at all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;

IN SIGNING THIS AGREEMENT, THE CONTRACTOR CERTIFIES THAT HE/SHE UNDERSTANDS THE ADDITIONAL CONDITIONS APPEARING ON THE REVERSE OF THIS FORM AND ON ANY SCHEDULES OR OTHER ATTACHMENTS HERETO.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

PROVINCE

SIGNED, SEALED AND DELIVERED by a duly authorized representative of the Minister of Forests on behalf of Her Majesty the Queen in Right of the Province of British Columbia in the presence of:

Duly Authorized Ministry CONTRACT OFFICER (Spending Authority)

Signature of WITNESS

PRINTED name of Witness

CONTRACTOR

SIGNED and delivered by the Contractor in the presence of:

X _____
Signature of the CONTRACTOR

X _____
Signature of WITNESS

PAYMENT

3.01 The Province will, subject to the *Financial Administration Act*, S.B.C. Chapter 15, pay to the Contractor, in full payment for the Services, the amounts, in the manner and at the times set out in Schedule "B", and the Contractor will accept the same as full payment.

LEGAL RELATIONSHIP

4.01 The Contractor will be an independent Contractor and not the servant, employee or agent of the Province.

4.02 The Contractor will accept instructions from the Province, provided that the Contractor shall not be subject to the control of the Province in respect of the manner in which instructions are carried out.

TERMINATION, DEFAULT AND REMEDIES

5.01 Notwithstanding any other provision of this Contract, this Contract and all obligations of the Province to the Contractor under this Contract may be terminated by the Province giving written notice of termination to the Contractor when any one or more of the following events (the "events of default") occurs or has occurred and continues unremedied for such period, if any, as specified in any such notice:

- (a) the Contractor fails to observe, perform or comply with any provision of this Contract on the part of the Contractor to be observed, performed or complied with and has not rectified such failure, or is not, in the reasonable opinion of the Ministry Officer, diligently proceeding to rectify such failure, within the time limited therefore, if any;
- (b) any information, statement, document, certificate or report furnished or submitted by or on behalf of the Contractor to the Province under or as a result of this Contract is untrue or incorrect.

5.02 The Province may, in its sole discretion, terminate this Contract at any time, and no claim may be made by the Contractor for any losses occasioned by the termination if:

- (a) the termination occurs prior to the Province giving to the Contractor a Notification to Commence Work; or
- (b) due to an Act of God, unsuitable weather, natural disaster, labour dispute or unforeseeable cause over which the Province has no direct control, it is not possible to complete this Contract.

5.03 Notwithstanding any other provisions of this Contract, this Contract may be terminated by either party giving, at any time and for any reason, 60 days prior written notice of termination to the other party, and if this Contract is terminated the Province will be under no further obligation to the Contractor except to pay the Contractor such payment as the Contractor may be entitled to receive pursuant to Schedule "B" attached hereto for services provided and expenses incurred to the date of termination.

PERFORMANCE SECURITIES

6.01 Upon request of the Province, the Contractor will furnish performance securities in the amount specified by and in a form and manner acceptable to the Province as security for the faithful performance by the Contractor of the Services according to the terms and conditions of this Contract.

6.02 The Province may retain the performance securities until all work under this Contract has been completed to the satisfaction of the Province.

6.03 If this Contract is terminated under paragraph 5.01, the Province may retain the performance securities as liquidated damages.

NON-WAIVER

7.01 No provision of this Contract and no breach by a party of any such provision will be deemed to have been waived unless such waiver is in writing signed by the other party. The written waiver by a party of any breach of any provision of this Contract by the other party will not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Contract.

MISCELLANEOUS

8.01 Anything produced, received or acquired by the Contractor as a result of this Contract, and any property provided by the Province to the Contractor (the "Material"), will:

- (a) be the exclusive property of the Province; and
- (b) be delivered by the Contractor to the Province immediately upon the Province giving notice of such request to the Contractor.

8.02 The copyright in the Material belongs to the Province.

8.03 The rights, powers and remedies conferred on the Province under this Contract are not intended to be exclusive, and each shall be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Province, and the exercise by the Province of any right, power or remedy will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

NOTICE

9.01 Any notice, document, statement, report, demand or payment desired or required to be given or made under this Contract will be in writing and may be given or made by personal delivery to the party to whom it is to be given or made, or by mailing in Canada with postage prepaid addressed to the address given for that party on the first page of this Contract, and any such notice, document, statement, report, demand or payment so mailed will be deemed given to and received by the addressee on the fifth business day after the mailing of the same, except in the event of disruption of postal services in Canada, in which case any such notice, document, statement, report, demand or payment will be deemed given to and received by the addressee when actually delivered to the particular address set out above.

9.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice, and from and after the giving of such notice, the address therein specified will, for the purposes of the preceding paragraph, be deemed to be the address of the party giving such notice.

9.03 Any notice, report, direction or document transmitted by telex or facsimile from either party or the Minister will be conclusively deemed validly given to and received by the intended recipient when so transmitted.

INTERPRETATION

10.01 Unless the context otherwise requires, any reference to "this Contract" means this instrument and all the Schedules attached to it, and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Contract.

10.02 Wherever, in this Contract, any option or discretion is conferred upon the Province or the Province is authorized or empowered to do, perform or consent to any act, matter or thing, such option or discretion may be exercised or such act, matter or thing may be done, performed or consented to on behalf of the Province by the Minister of Forests, the Deputy Minister of Forests, or any person designated or authorized by either of them so to exercise such option or discretion to do, perform or consent to such act, matter or thing, including the Ministry Officer.

10.03 The headings or captions appearing in this Contract are inserted for ease of reference only and have no effect on the construction or interpretation of this Contract.

10.04 In this Contract, "person" includes a corporation, firm, association and any other legal entity, and wherever the singular or masculine is used it will be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the parties so require.

10.05 Each Schedule attached to this Contract is an integral part of this Contract, as if set out at length in the body of this Contract.

10.06 This Contract will enure to the benefit of and be binding upon the Province and its assigns and on the Contractor and its successors and permitted assigns.

10.07 Time will be of the essence of this Contract.

10.08 This Contract will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.