



**FORM OF AGREEMENT**  
**Riverside Fuels Management Treatment**  
**Implementation**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**for use when Unit Price forms the basis of payment.**

**This Agreement** made on the \_\_\_\_ day of \_\_\_\_\_, 2023

**by and between:** **Town of Smithers**  
**P.O. Box 879 1027 Aldous Street**  
**Smithers, B.C. V0J 2N0**

hereinafter called the "*Owner*"

**and**

**Company Name**  
**Address**  
**Address**

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows

**ARTICLE A-1 THE WORK**

The *Contractor* shall:

- 1.1 perform the *Work* listed in the provided quotation and drawings which the parties have signed, and which were prepared by the Project Coordinator who is acting as and hereinafter called the "*Consultant*" and
- 1.2 do and fulfil everything indicated by this Agreement, and
- 1.3 Attain *Substantial Performance of the Work*, by the \_\_31\_\_ day of \_\_\_\_July\_\_\_\_ in the year 2023.

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**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The *Contract* supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

**ARTICLE A-3 CONTRACTOR RESPONSIBILITIES**

- 3.1 The Contractor shall maintain a minimum of \$5,000,000 per incident General Liability Insurance throughout the duration of the Contract, with the Town of Smithers listed as additionally insured.
- 3.2 The Contractor shall maintain a minimum of \$5,000,000 per incident automotive liability insurance.
- 3.3 The Contractor shall maintain a valid Town of Smithers Business License for the duration of the Contract, and as a condition of the Business License agrees to abide by all Town of Smithers Bylaws.

**ARTICLE A-4 CONTRACT PRICE**

- 4.1 Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Town) will be based on the table below.

Description of Work / Phase	\$/ha	Area (ha)	Total
<i>Hazard Tree Removal</i>		18.6	
<i>Stand Thinning</i>			
<i>Stand Pruning</i>			
<i>Surface Fuel Reduction</i>			
<i>Debris Management</i>			
<b>Total</b>	<b>\$</b>		<b>\$</b>

- 4.2 The contract is not to exceed the maximum quantity referred in Clause 4.1 without the prior written approval of the Contract Administrator
- 4.3 Value added taxes of 5% GST on product shall be payable by the Owner to the Contractor.
- 4.4 All amounts are in Canadian funds.
- 4.5 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

**ARTICLE A-5 PAYMENT**

- 5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a builder's lien holdback of ten percent (10%), the *Owner* shall in Canadian funds:
- 5.1.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such Value Added Taxes as may be applicable to such payment, and
  - 5.1.2 upon fifty-five (55) days passed the date of *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the builder's lien holdback amount, provided no lien's have been registered against the *Work*, when due together with such *Value Added Taxes* as may be applicable to such payment.
  - 5.1.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price*, less any applicable deficiency holdback amounts as noted in the Certificate of Substantial Performance, when due together with such *Value Added Taxes* as may be applicable to such payment, and
- 5.2 Interest
- 5.2.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at prime plus two percent (Prime +2 %) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.

**ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES**

Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within *5 Working Days* of the date of mailing when addressed as follows:

**The Owner at:**     **Kelly Zacharias – Fire Chief**  
                          **1027 – Aldous St.**  
                          **Box 879**  
                          **Smithers, B.C. V0J 2N0**

**The Contractor at:**

**Company Name**  
**Address**  
**Address**

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

7.1 When the *Contract Documents* are prepared in the English language, it is agreed that in the event of any apparent discrepancy between the English versions, the English language shall prevail.

**ARTICLE A-8 SUCCESSION**

8.1 The *Contract Documents* are to be read into and form part of this Agreement and the whole shall constitute the *Contract* between the parties, and subject to the law and the provisions of the *Contract Documents* shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

**In witness whereof** the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

**OWNER**

TOWN OF SMITHERS

\_\_\_\_\_  
*signature*  
Fire Chief

\_\_\_\_\_  
*signature*  
, Chief Administrative Officer

\_\_\_\_\_  
*Name of contractor*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*name and title of person signing*

*N.B. Where legal jurisdiction, local practice, or Owner or Contractor requirement calls for proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or(b)the affixing of a corporate seal, this Agreement should be properly sealed.*