



INVITATION TO TENDER

CENTRAL COAST REGIONAL DISTRICT

BELLA COOLA AIRPORT

EAST END FLIGHT PATH APPROACH DOZING, GRADING, DRAGGING, ROLLING, SEEDING

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Invitation to Tender - Advertisement
CENTRAL COAST REGIONAL DISTRICT - BELLA COOLA AIRPORT
EAST END FLIGHT PATH APPROACH
DOZING, GRADING, DRAGGING, ROLLING, SEEDING

The Central Coast Regional District Proposes to doze, level, rake and seed the area under the flight path of the Bella Coola Airport on the east flight path approach. The area is estimated at 14.1 ha +/- (35 acres +/-) in size and consists of a previously cleared area and area on the far east recently felled, grubbed and burnt. The goal is to create an area with a surface that is mowable to 6" with a gang style mower or farm style mowers.



Interested bidders may arrange a site viewing by contacting Airport Obstacle Removal Contractor David Flegel at (250) 982-2574

Tender packages are available at the Central Coast Regional District office, 626 Cliff Street, Bella Coola, BC or on request via email to info@ccrd-bc.ca Phone 250-799-5291 or Fax 250-799-5750

Tender Closing for the CCRD east end flight path approach dozing, grading, dragging, rolling, seeding is 4:00 PM, Friday, March 29, 2019.

Any party owing monies to the CCRD must settle all debts before any Tender documents will be considered.



CENTRAL COAST REGIONAL DISTRICT BELLA COOLA AIRPORT

EAST END FLIGHT PATH APPROACH DOZING, GRADING, DRAGGING, ROLLING, SEEDING Specification to Bidders

PROJECT OVERVIEW:

The Central Coast Regional District as part of the Obstacle Removal Project at the Bella Coola Airport proposes to conduct activities on the east end flight path approach which is east of the east end of the runway and east of Klonnik Creek. This area consists of an open area of approximately 14.1 hectares (35 acres). The area has not been surveyed to calculate the area, it is based on a GPS map measurement. The bidder should satisfy themselves by a site viewing of the size of the area. Just over half was previously cleared area that has been brushed and cleared several times in the past 20-30 years. Less than half of the area was a forested area that was cleared in 2017 and the wood debris piles recently burnt. The ground throughout the project area is uneven, consists of grassed areas, brush patches (rose), sandy patches, gravel, and some river cobble, and several old channels bisect the area. There are remnants of roots and woody debris from land clearing operations.

Access is gained via permission from two land owners on the east end with prior arrangements from the Airport Obstacle Removal Project Manager and is subject to some conditions of machine access and the route used. The desired product the CCRD wishes to achieve is to have an area that is mowable by conventional large rotary or farm mowing machine in order to keep the area free of trees.

SPECIFICATIONS:

- Using a crawler tractor or dozer, cut and level within a 5% or less slope a 14.1 ha +/- field on the east end of the Bella Coola Airport. The natural contours of the old river channels can be maintained but the slopes of all areas must be safe and suitable for a tractor driven rotary or other mowing device to achieve a 6" high stubble. In general, the slopes of any areas with channels or rises should target 5% or less.
- Where large cobble is encountered it can be pushed into low areas or otherwise pushed or walked into the ground with the machine.
- Wood debris can be pushed off to the margins and pushed into openings in the tree canopy.
- The area should be dragged with some sort of screen or harrow style drag to smooth the area.
- There should be no short, choppy, humps, they must all be levelled and contoured to make an easily mowable hay meadow style field safe for a tractor.
- The area should then be seeded (seed supplied by the CCRD) and rolled.
- The boundary on the west end along the creek is flagged with pink ribbon.
- The boundary on the south, north and east is formed by going from tree to standing tree in the surrounding forest.
- Contractor requires \$2 million General Comprehensive Liability Insurance and proof of Worksafe BC Coverage.



- Contractor will be required to enter into a contract with the CCRD prior to commencement (sample contract attached).

The following conditions will apply

1. No working during periods of extreme fire danger rating
2. Machine operators and trucks to be briefed about aircraft safety and working near the airfield.
3. Airport Obstacle Removal Project Contractor to be informed at all stages of the contract.
4. The area must be seeded by May 17, 2019
5. No burning of wood debris.
6. The bidder must post a sign stating prime contractor status, phone number and a caution to the public
7. All works are to be completed by May 17, 2019.
8. The CCRD reserves the right to issue a stop work order and have the contractor cease all operations if: at any point the contractor is;
 - a. found to be in contravention of the *BC Occupational Health, and Safety Regulation* or,
 - b. Is found to be engaged in activity that is negatively impacting airport operations.
 - c. Causing damage to the environment or contravention of environmental laws or regulations.
 - d. Discovers resources protected by the Heritage Conservation Act
9. No Archaeological resources have been identified or registered on this site. In the event an archaeological or heritage resource site is encountered on the project area, such as surface features from former habitations (e.g. burned rock, fish traps, stone and bone), often unearthed during land altering activities the procedure to follow is stop project activities or other work that could have a detrimental impact in the immediate vicinity. Do not disturb the site and immediately contact the Project Manager who will engage the appropriate agencies and professionals to assess the situation. If concerns prevent the finishing of the area, the CCRD will negotiate the revised project area terms with the Contractor.



CENTRAL COAST REGIONAL DISTRICT

BELLA COOLA AIRPORT EAST END FLIGHT PATH APPROACH DOZING, GRADING, DRAGGING, ROLLING, SEEDING

INSTRUCTION TO BIDDERS

1. Sealed bids for CCRD Airport East End Flight Path Approach Dozing, Grading, Dragging, Rolling, Seeding contract at the Bella Coola Airport will be received until **4:00 pm Friday March 29, 2019** at the office of the Central Coast Regional District (CCRD).
2. A site visit can be arranged by request by contacting David Flegel, Airport Obstacle Removal Contractor at (250) 982-2574.
3. Tenders must be submitted on the Tender Form supplied by the District. Tenders will be accepted by mail or hand delivery to the CCRD office at 626 Cliff Street, Bella Coola BC, during business hours.
4. Each tender shall be dated, shall show the full legal name and business address of the Bidder and shall be signed with the usual signature of the person or persons authorized to bind the Bidder. The name of each signatory shall be clearly imprinted below the signature.
5. Bidders may be required after the bid opening to submit evidence of their resources and their ability to carry out the work specified before any Tender is awarded by the CCRD.
6. Award of the contract may be made by April 2, 2019, provided any bid is accepted and any contract is awarded. Work to be completed by May 17, 2019.
7. A successful Bidder will be required to enter into a formal general services agreement with the Central Coast Regional District.
8. Before submitting a Tender, the Bidder shall carefully examine the documents and the site of the works and shall fully inform him or herself as to the existing conditions and limitations, which may influence the tender and affect the execution of the works.
9. Should any Bidder find discrepancies or omissions in the documents, they should at once, in writing, request explanation, clarification or interpretation BEFORE submitting the bid.
10. The Central Coast Regional District reserves the right to accept or reject any or all Tenders and to waive any informality in the bids received. The lowest Tender, or any Tender, will not necessarily be accepted.
11. The Central Coast Regional District reserves the right to enter into negotiations with the lead proponent to revise the scope and pricing of the tendered work and to subsequently enter into a contract with the lead proponent based on revised scope and pricing. Should negotiations with the lead proponent fail to arrive at satisfactory terms, the Central Coast Regional District reserves the right to enter into negotiations with one or more runner-up proponents to develop scope and pricing for the desired work and enter into a contract with the preferred runner-up(s)
12. One copy of the Tender Form is to be submitted to the Regional District, the other documents are for retention by the Bidder.



- 13. Any party owing monies to the CCRD must settle all debts before any Tender documents will be considered.
- 14. Bidders are solely responsible for any costs incurred in the submission of a tender. The CCRD is not responsible or any costs incurred in the bidding process.

**CENTRAL COAST REGIONAL DISTRICT
EAST END FLIGHT PATH APPROACH DOZING, GRADING, DRAGGING, ROLLING, SEEDING
BELLA COOLA AIRPORT**

FORM OF TENDER

Tender of: _____ (Name and
 _____ Address of
 _____ Contractor)

To: Central Coast Regional District
 Box 186
 Bella Coola, BC V0T 1C0

In response to the Invitation to Tender, the Instruction to Bidders and Specifications for CCRD East end flight path approach, dozing, grading, dragging, rolling, seeding

- 1) **East end flight path approach, dozing, grading, dragging, rolling, seeding at the Bella Coola Airport;**
 - a) **the undersigned offers to supply all necessary labour, staff, supplies and equipment to level, grade, rake, seed (supplied by CCRD) and roll the 14.1 ha's at the east end of the Bella Coola Airport flight path, in accordance with the tender specifications contained in this tender package for the sum of:**

\$ _____

Unless or until a formal contract is executed by the Parties, this tender with your written acceptance thereon shall form a binding contract.

Signature _____ Dated _____

Please print name _____ Telephone No. _____

on behalf of _____ GST No. _____

(Company name)

CCRD Use Only

Tender received: _____ Accepted _____ Rejected _____

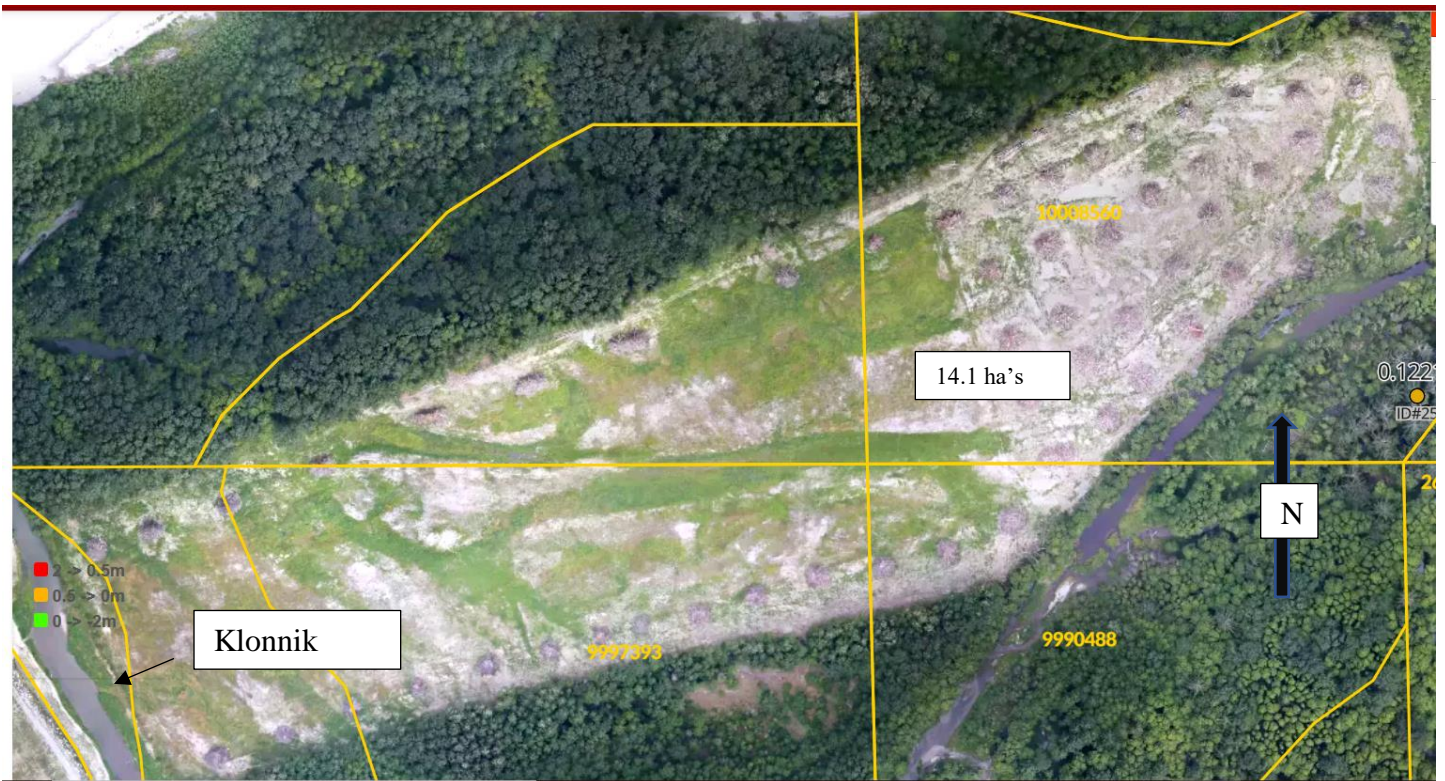


APPENDIX A CENTRAL COAST REGIONAL DISTRICT

BELLA COOLA AIRPORT

**EAST END FLIGHT PATH APPROACH
DOZING, GRADING, DRAGGING, ROLLING, SEEDING**

MAP & SITE PHOTOS



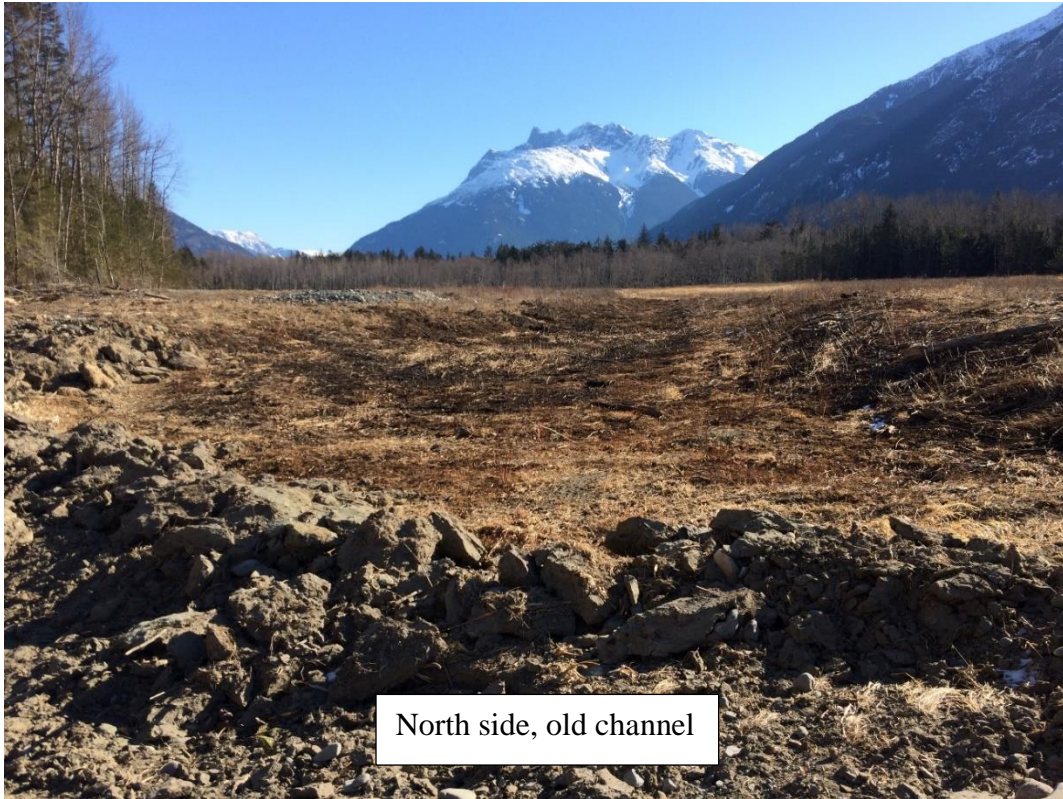
PHOTOS OF SITE CONDITIONS



North side looking east



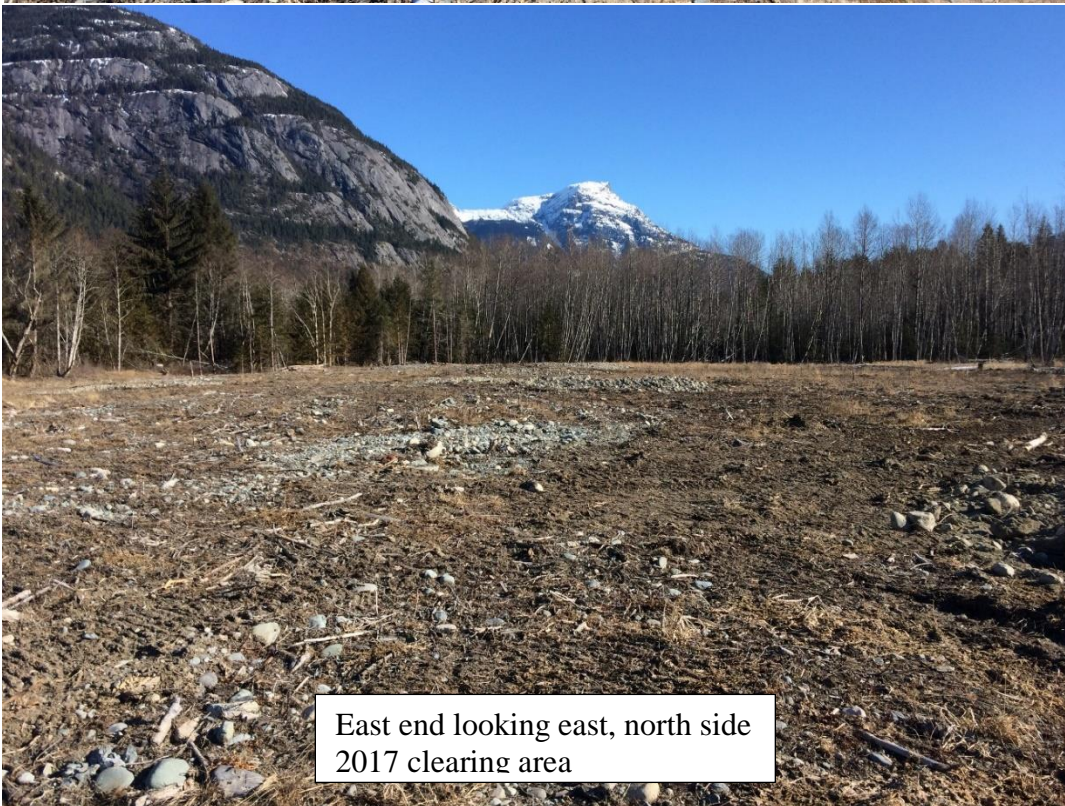
North side looking west



North side, old channel

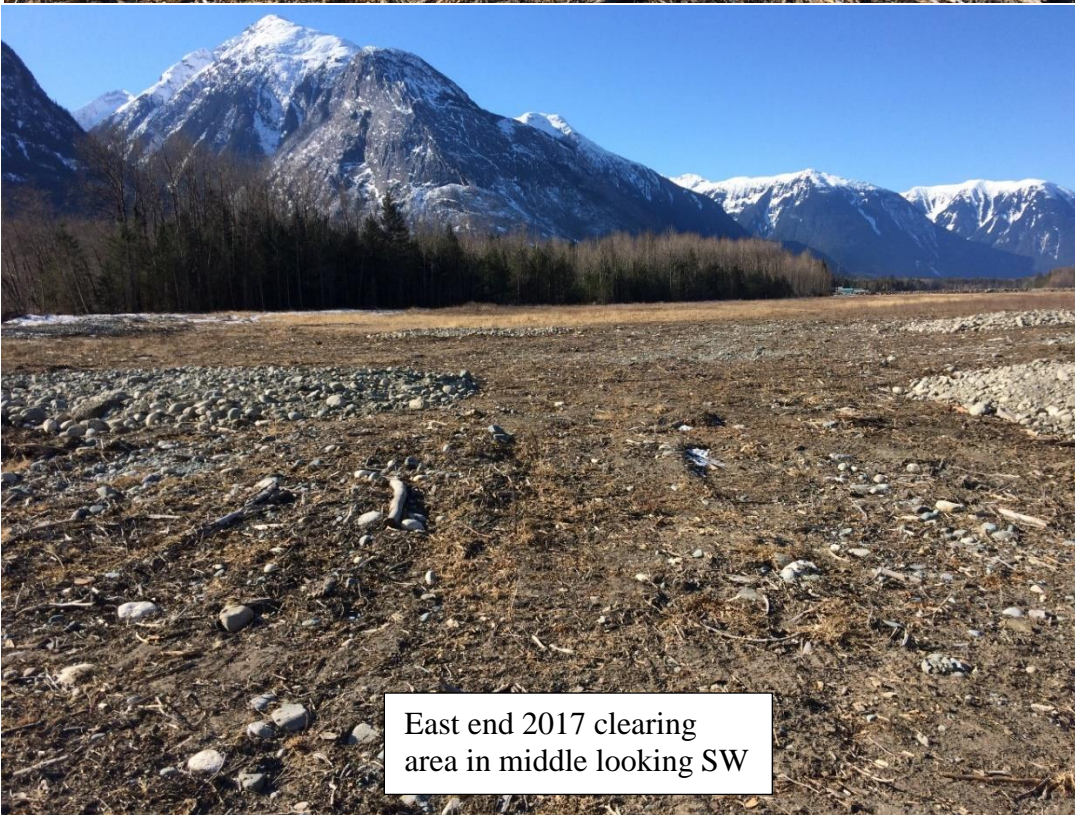


North side looking west where 2017 clearing meets old clearing



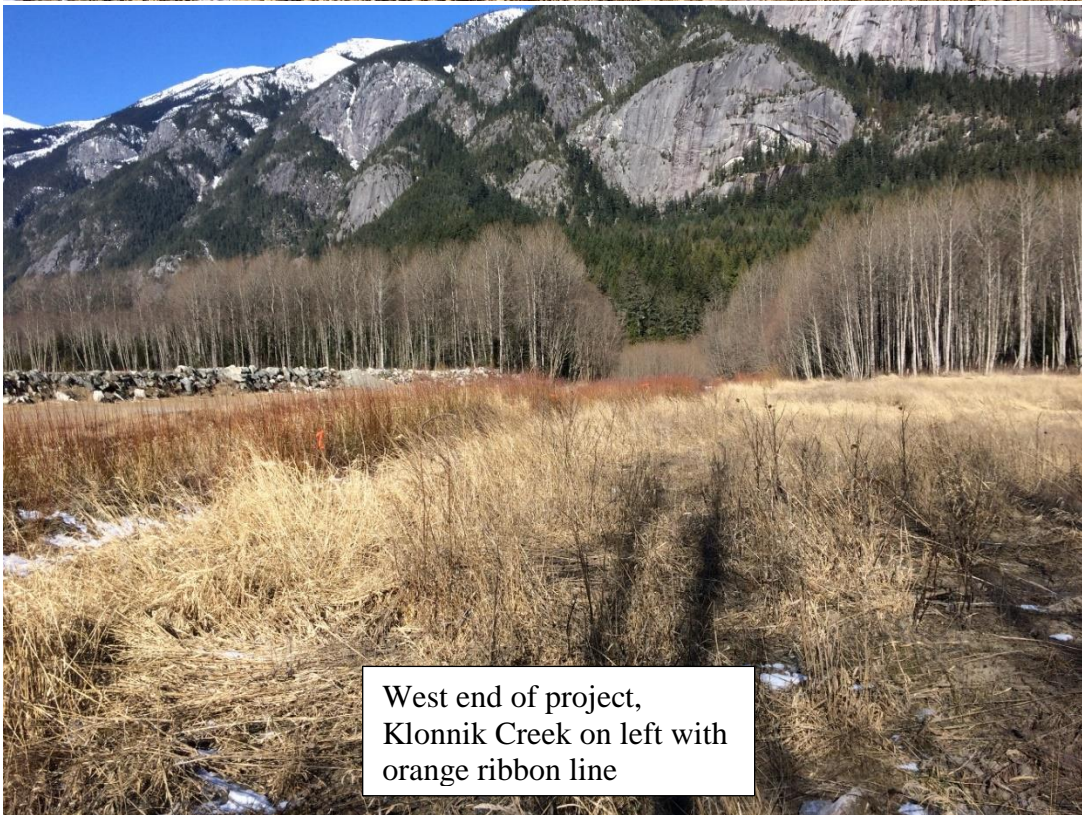


East end, looking Southwest
across 2017 clearing, remnant
sticks and roots



East end 2017 clearing
area in middle looking SW







SAMPLE OF GENERAL SERVICES CONTRACT REQUIRED BETWEEN PROPONENT AND CONTRACTOR

CONTRACT./FILE NO: CCRD_PW2019-XX	THIS AGREEMENT DATED FOR REFERENCE THE xx DAY OF MARCH, 2019.
PROJECT DESCRIPTION: EAST END FLIGHT PATH APPROACH DOZING, GRADING, DRAGGING, ROLLING, SEEDING	

BETWEEN:

**Central Coast Regional District
PO Box 186, 626 Cliff Street
Bella Coola, BC V0T 1C0**

**Phone Number: (250) 799-5291 FAX Number: (250) 799-5750
CCRD Representative: Kenneth McIlwain
E-mail Address: pwm@ccrd-bc.ca**

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

AND:

**Company ABC
P.O. Box XXX
Town, BC VXX XXX**

**Phone Number: (250) FAX Number: N/A
E-mail Address: N/A
Contractor Representative:
Corporate Business Number:
WorkSafe BC and/or Personal Optional Protection Number:**

(the "Contractor", "you", or "your" as applicable)

The CCRD wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the terms and conditions set out in this Agreement.

The CCRD and the Contractor agree as follows:

ARTICLE 1 DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) **"Business Day"** means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) **"Material"** means the Produced Material and the Received Material;



- (d) **“Produced Material”** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) **“Received Material”** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the CCRD or any other person;
- (f) **“Record”** is the definition of “record” in the *Interpretation Act* and as incorporated into this Agreement and “records” will bear a corresponding meaning;
- (g) **“Services”** means the services described in Schedule A;
- (h) **“Subcontractor”** means a person described in Section 16.05;
- (i) **“Term”** means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and
- (j) **“Unit of Measure”** has the meaning described in Schedule B.

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

2.01 The attached schedules are applicable to and form a part of this Agreement:

Schedule	Title
FS1	General Services Contract
Schedule 'A'	Services
Schedule 'B'	Contract Payment Schedule
Schedule 'C'	Insurance Requirements
Schedule 'D'	N/A

2.02 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including **April 1 2019** to and including **May 17, 2019** inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.



- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

ARTICLE 5 PAYMENT

- 5.01 If you comply with this Agreement, we must pay you for the Services at the rates and times described in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.

- 5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.
- 5.03 Without limiting Section 11.01 we may withhold from any payment due to you an amount sufficient to indemnify, in whole or in part, the CCRD and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the CCRD to you upon the basis for withholding the amount having been fully resolved to the satisfaction of the CCRD.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 If you are not a resident in Canada, you acknowledge that we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.
- 5.06 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:
- (a) except to the extent you have previously disclosed otherwise in writing to us:
 - (i) all information, statements, documents and reports furnished or submitted by you to us in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable you to fully perform the Services, and
 - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
 - (b) if the Contractor is not an individual:
 - (i) you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, you, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.



ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
- (a) as required to perform your obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the CCRD being your customer or the CCRD having entered into this Agreement.

ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
- (a) in Received Material that you receive from us, and
 - (b) in Produced Material, other than any Incorporated Material.
- Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the CCRD of the copyright in the Produced Material, other than any Incorporated Material.
- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant us:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

ARTICLE 9 RECORDS AND REPORTS

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to us. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.



ARTICLE 10 AUDIT

10.01 In addition to any other rights of inspection the CCRD may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at the our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

ARTICLE 11 INDEMNITY AND INSURANCE

- 11.01 You must indemnify and save harmless the CCRD and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the CCRD or any of its employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement (each a "Loss"), excepting always liability arising out of the independent acts or omissions of the CCRD and its employees and agents.
- 11.02 You must comply with the insurance requirements in Schedule C, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 11.04 Unless specified otherwise in Schedule C, at your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 Unless specified otherwise in Schedule C, if you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.
- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 12.04.
- 12.04 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

13.01 An "Event of Default" means any of the following:



- (a) your failure to perform any of your obligations under this Agreement, or
- (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
- (c) an Insolvency Event, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
 - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
 - (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
 - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of your property, or
 - (vi) you cease, in our reasonable opinion, to carry on business as a going concern.

13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:

- (a) by written notice to you, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to us at law or in equity; or
- (c) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.02(a).

13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.

13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

ARTICLE 14 TERMINATION

14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.

14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:

- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and
- (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.

14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

ARTICLE 15 DISPUTE RESOLUTION



- 15.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
- 15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.
- 15.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under Section 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 16 GENERAL

- 16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or
 - (c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
 - (d) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign your rights under this Agreement without our prior written consent.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, any accrued but unpaid



payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

- 16.10 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
 - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.
- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as “Key Personnel”, you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.
- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, a provision in the body of this Agreement will prevail over any conflicting provision in, attached to, or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise and a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 16.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 16.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 17 INTERPRETATION

- 17.01 In this Agreement:
- (a) “we”, “us”, and “our” refer to the CCRD alone and never refer to the combination of the Contractor and the CCRD;
 - (b) the Contractor and the CCRD are referred to as “the parties” and each of them as a “party”;
 - (c) “includes” and “including” are not intended to be limiting;
 - (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (e) “attached” means attached to this Agreement when used in relation to a schedule;



- (f) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (g) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (h) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

EXECUTION AND DELIVERY

18.01 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in Section 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the CCRD by an authorized representative of the CCRD	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
_____ (Authorized CCRD Expense Authority)	_____ (Contractor or Authorized Signatory)
Courtney Kirk, Chief Administrative Officer (PRINTED NAME of CCRD Expense Authority)	_____ (PRINTED NAME of Contractor)
Dated	Dated this day of March, 2019



SAMPLE CONTRACT SCHEDULE A

File: CCRD_PW2019-01

Attachment to the Agreement with [Company](#) for **PROVISION OF EXCAVATOR FOR LAND CLEARING AT BELLA COOLA AIRPORT.**

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- Using a crawler tractor or dozer, cut and level within a 5% or less slope a 14.1 ha +/- field on the east end of the Bella Coola Airport. The natural contours of the old river channels can be maintained but the slopes of all areas must be safe and suitable for a tractor driven rotary or other mowing device to achieve a 6" high stubble. In general, the slopes of any areas with channels or rises should target 5% or less.
- Where large cobble is encountered it can be pushed into low areas or otherwise pushed or walked into the ground with the machine.
- Wood debris can be pushed off to the margins and pushed into openings in the tree canopy.
- The area should be dragged with some sort of screen or harrow style drag to smooth the area.
- There should be no short, choppy, humps, they must all be levelled and contoured to make an easily mowable hay meadow style field safe for a tractor.
- The area should then be seeded (seed supplied by the CCRD) and rolled.
- The boundary on the west end along the creek is flagged with orange ribbon.
- The boundary on the south, north and east is formed by going from tree to standing tree in the surrounding forest.
- Contractor requires \$2 million General Comprehensive Liability Insurance and proof of Worksafe BC Coverage.
- Contractor will be required to enter into a contract with the CCRD prior to commencement (sample contract attached).

The following conditions will apply

1. No working during periods of extreme fire danger rating
2. Machine operators and trucks to be briefed about aircraft safety and working near the airfield.
3. Airport Obstacle Removal Project Contractor to be informed at all stages of the contract.
4. The area must be seeded by May 17, 2019
5. No burning of wood debris.
6. The bidder must post a sign stating prime contractor status, phone number and a caution to the public
7. All works are to be completed by May 17, 2019.
8. The CCRD reserves the right to issue a stop work order and have the contractor cease all operations if: at any point the contractor is;
 - a. found to be in contravention of the *BC Occupational Health, and Safety Regulation* or,
 - b. Is found to be engaged in activity that is negatively impacting airport operations.
 - c. Causing damage to the environment or contravention of environmental laws or regulations.
 - d. Discovers resources protected by the Heritage Conservation Act



9. No Archaeological resources have been identified or registered on this site. In the event an archaeological or heritage resource site is encountered on the project area, such as surface features from former habitations (e.g. burned rock, fish traps, stone and bone), often unearthed during land altering activities the procedure to follow is stop project activities or other work that could have a detrimental impact in the immediate vicinity. Do not disturb the site and immediately contact the Project Manager who will engage the appropriate agencies and professionals to assess the situation. If concerns prevent the finishing of the area, the CCRD will negotiate the revised project area terms with the Contractor.



SAMPLE CONTRACT SCHEDULE B

Attachment to the Agreement with **Company ..** for **EAST END FLIGHT PATH APPROACH
DOZING, GRADING, DRAGGING, ROLLING, SEEDING**

1. fees

1.01 Your fees (**exclusive of GST**) will be based on a rate in attached table;

ITEM NO	DESCRIPTION OF WORKS /SERVICES	AGREED RATE/PRICE (HST EXCLUDED)
1.		
2.		
3.		
4.		
5.		

1.02 For the purposes of calculating billable hours, the Marshalling point for commencement and cessation of work shall be the designated CCRD work site in the Bella Coola Valley.

Article 2 2. EXPENSES

Authorized expenses will be paid.

2.01 See item 5 of the table attached in section 1.01 under Fees

Article 3

Article 4 3. SUBMISSION OF STATEMENT OF ACCOUNT

3.01 In order to obtain payment for any fees (and any applicable GST/PST) and, where applicable, expenses (net of GST if contractor is registered) under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us **monthly, or upon completion of the project.**

3.02 The Statement of Account(s) must show the following:

- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, including a declaration that the Services have been completed;
- (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached; and
- (d) the calculation of any applicable GST/PST tax payable by the CCRD in relation to the Services provided under this Agreement and for the Billing Period as separate line items;
- (e) your GST/PST registration numbers, and
- (f) any other billing information reasonably requested by us.



3.03 Within thirty-one days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.

3.04 Invoices are to be submitted to:

**Central Coast Regional District
PO Box 186, 626 Cliff St.
Bella Coola BC V0T 1C0**

3.05 The CCRD **Contractor Expenses Claim Form** is the recommended format for claiming expenses on your invoice. Should you choose to, you can request an electronic version of the Expenses Claim Form from:

CCRD Front Counter
626 Cliff Street , Bella Coola, BC

Article 5



SAMPLE CONTRACT SCHEDULE C

File: **CCRD_PW2019-01**

Attachment to the Agreement with **Company**. **EAST END FLIGHT PATH APPROACH DOZING, GRADING, DRAGGING, ROLLING, SEEDING**

Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 9 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.

All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.

- | | | |
|---|--|--|
| a) Commercial General Liability | <input type="checkbox"/> Not Required | <input checked="" type="checkbox"/> Required |
| b) Automobile Liability | <input type="checkbox"/> Not Required | <input checked="" type="checkbox"/> Required |
| c) Professional Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| d) Aviation Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| e) Watercraft Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| f) Property Insurance | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| g) All-risk Property Insurance | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| h) Motor Truck Cargo Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| i) Employee Dishonesty Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |

1. Under this agreement, the contractor will provide their own WorkSafeBC coverage for the duration of this contract.
2. Insurance shall be placed with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the CCRD. If the CCRD requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the CCRD.
3. Notwithstanding Paragraph 4, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the CCRD Representative evidence of insurance coverage in the form of a completed Certificate of Insurance. When requested by the CCRD, the Contractor shall provide certified copies of required insurance policies.
4. ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 shall be used as satisfactory evidence of Automobile Liability Insurance.
5. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the CCRD. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the CCRD.
6. Failure to provide the required insurance documentation shall result in termination of this Agreement.
7. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the CCRD evidence of insurance renewal in the form of a completed Certificate of Insurance and ICBC's Form APV 47, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
8. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 9.



9. The following forms of insurance and specified minimum limits are required:

a) **Commercial General Liability**

N/A

Commercial General Liability insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;

and where such further risk exists:

x) Forest Fire Fighting Expense Coverage in the amount of:

- \$1 million
- \$500,000
- Not applicable

xi) Sudden and Accidental Pollution endorsement on the Commercial General liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the CCRD as an additional insured.

- \$250,000
- \$500,000
- \$1 million
- Not applicable

b) **Automobile Liability**

Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$1 million inclusive per occurrence.

c) **Professional Errors and Omissions Liability**

N/A

Aviation Liability

N/A

d) **Watercraft Liability**

N/A

Watercraft liability insurance on all watercraft operated or used in the performance of the Services by the Contractor (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act*.



Such insurance shall include:

- i) a cross liability clause
- ii) Sudden and Accidental Pollution endorsement on the Watercraft liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Watercraft Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the Central Coast Regional District as an additional insured.

- \$250,000
- \$500,000
- \$1 million
- Not Applicable

Where applicable, such policy will also include coverage for marine towing operations.

e) Property Insurance

N/A

Property Insurance in an amount not less than the full replacement cost for all property owned by the CCRD in the care, custody, use, and control of the Contractor including, if applicable, property in transit.

Such insurance shall include:

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

f) All-risk Property Insurance

N/A

g) Motor Truck Cargo Insurance

N/A

Motor Truck Cargo Insurance in an amount sufficient to cover the loss or damage at a maximum value of the cargo being hauled at any one time per vehicle transporting property owned or controlled by the CCRD in the care, custody or control of the Contractor.

The CCRD is to be a named insured as its interest may appear.

h) Employee Dishonesty Insurance

N/A

A Blanket Position Fidelity Bond (Employee Dishonesty insurance) covering any or all persons used or employed by the Contractor for the provision of the Services in an amount not less than \$ per claim arising out of any dishonest or fraudulent act that results in the loss of money, securities, or other property of the Province, and this insurance must protect the Province by way of a "third party endorsement".