

CENTRAL COAST REGIONAL DISTRICT

INVITATION TO TENDER: BELLA COOLA AIRPORT SUMMER GROUNDS MAINTENANCE 2022

April 8, 2022

Prepared By:



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

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CENTRAL COAST REGIONAL DISTRICT

SEASONAL GROUNDS MAINTENANCE 2022 BELLA COOLA AIRPORT

A) INSTRUCTION TO BIDDERS

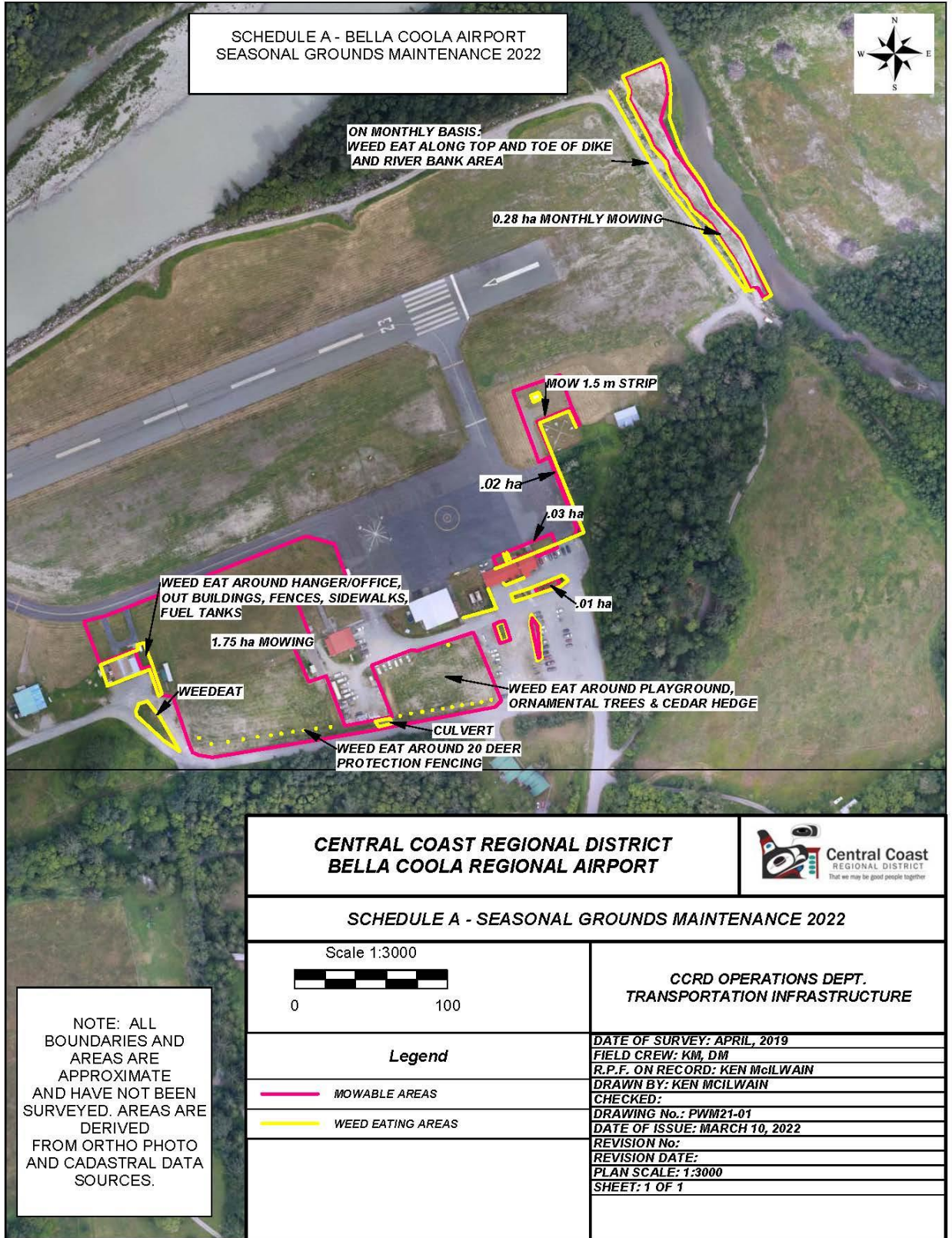
- 1) Sealed tenders for **Seasonal Grounds Maintenance 2022** at the Bella Coola Airport will be received until 4:00 p.m., Thursday, April 28, 2022 at the office of the Central Coast Regional District (CCRD).
- 2) **The CCRD will enter into a contract with the successful proponent for the period May 1, 2022 to December 31, 2022. Upon mutual agreement between the CCRD and the Contractor, the parties may agree to extend the contract for up to three additional 1-year terms. Bidders are advised to prepare and submit their tender without any assumption of the CCRD awarding the additional 1-year contracts for 2023, 2024 and 2025.**
- 3) Tenders must be submitted in a sealed envelope on the Tender Form supplied by the CCRD. Bid submission envelopes should be addressed to the project name: **Seasonal Grounds Maintenance 2022 - Bella Coola Airport**. No identifying mark is to be placed on the bid submission envelope.
- 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 Tender opening to submit evidence of their resources and their ability to carry out the work specified.
- 6) Following receipt of Tenders, award of the contract may be made, provided any bid is accepted and any contract is awarded.
- 7) The successful Bidder will be required to enter into a General Services Agreement with the CCRD.
- 8) Before submitting a Tender, the Bidder shall carefully examine the documents and the site of the works and shall fully inform him/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) WorkSafe BC Coverage: It is the responsibility of the Contractor to make his/her own arrangements for and to pay all assessments for WorkSafe BC coverage. Confirmation of coverage and status of account is required prior to execution of a contract between the CCRD and successful bidder. The District will ascertain from time to time that the Contractor continues to remain in good standing with WorkSafe BC.
- 12) Insurance: Contractors must provide proof of Commercial General Liability Insurance in an amount not less than \$2,000,000 inclusive of any one occurrence naming the Central Coast Regional District as an Additional Insured. The contractor's insurance policy must clearly demonstrate coverage for the work as described in the contract specifications and specifically cover airport related works. **It is the contractor's responsibility to notify their provider that the work is being performed at an active airport. Bidders are cautioned that many Commercial General Liability Policies exclude airport related works. Prior to submitting a bid, proponents should confirm with their insurance provider that they will be covered for the work described in this tender package.**
- 13) One copy of the Tender Form is to be submitted to the Regional District. The other documents are for retention by the Bidder.
- 14) Any party owing monies to the CCRD must settle all debts before any Tender documents will be considered.
- 15) No Claim for Compensation: Except as expressly and specifically permitted in these Instructions to Bidders, no Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in the Tender and by submitting a Bid each Tenderer shall be deemed to have agreed that it has no claim.

B) SPECIFICATIONS:

Supply all labour, materials and equipment to:

- Mow and trim/weed eat all grass areas at the Bella Coola Airport a total of 10 (ten) times on a bi-weekly basis for the months of May, June, July, August, and September, as outlined in the attached Schedule A map. Grass shall be cut to 2" in height where possible.
- Once a month (5 times total), mow and trim (weed eat) a 1.5 meter wide strip around the perimeter of weather station instrument compound as shown on the attached Schedule A map. Mow and trim the grassy area between the dike and Klonik Creek as shown on the attached Schedule A Map.
- Trim grass/weeds and tree saplings at the Bella Coola Airport bi-weekly (10 times between May 1 and September 30) in the areas shown on the attached Schedule A map. Grass and weeds should be trimmed to less than 2" in height where possible.
- Cuttings and trimmings to be removed or swept off of paved areas. Absolutely no debris to be left on runway, taxiways or apron.
- Coordinate maintenance operations with airport personnel so as not to cause any disruption to air services.
- Work to be done on a seasonal basis, from May 1 to approximately September 30.



**SCHEDULE A - BELLA COOLA AIRPORT
SEASONAL GROUNDS MAINTENANCE 2022**



ON MONTHLY BASIS:
WEED EAT ALONG TOP AND TOE OF DIKE
AND RIVER BANK AREA

0.28 ha MONTHLY MOWING

MOW 1.5 m STRIP

.02 ha

.03 ha

.01 ha

WEED EAT AROUND HANGER/OFFICE,
OUT BUILDINGS, FENCES, SIDEWALKS,
FUEL TANKS

1.75 ha MOWING

WEEDEAT

WEED EAT AROUND PLAYGROUND,
ORNAMENTAL TREES & CEDAR HEDGE

CUL VERT

WEED EAT AROUND 20 DEER
PROTECTION FENCING

**CENTRAL COAST REGIONAL DISTRICT
BELLA COOLA REGIONAL AIRPORT**



SCHEDULE A - SEASONAL GROUNDS MAINTENANCE 2022

Scale 1:3000



**CCRD OPERATIONS DEPT.
TRANSPORTATION INFRASTRUCTURE**

NOTE: ALL BOUNDARIES AND AREAS ARE APPROXIMATE AND HAVE NOT BEEN SURVEYED. AREAS ARE DERIVED FROM ORTHO PHOTO AND CADASTRAL DATA SOURCES.

Legend

- MOWABLE AREAS
- WEED EATING AREAS

DATE OF SURVEY: APRIL, 2019
FIELD CREW: KM, DM
R.P.F. ON RECORD: KEN McILWAIN
DRAWN BY: KEN McILWAIN
CHECKED:
DRAWING No.: PWM21-01
DATE OF ISSUE: MARCH 10, 2022
REVISION No:
REVISION DATE:
PLAN SCALE: 1:3000
SHEET: 1 OF 1

C) FORM OF TENDER:

A bid will be entered separately on the attached Form of Tender, for the services as described under B) SPECIFICATIONS.



CENTRAL COAST REGIONAL DISTRICT
SEASONAL GROUNDS MAINTENANCE 2022
BELLA COOLA AIRPORT
FORM OF TENDER

Tender of:

 (Name and
 Address of
 Contractor)

To:

Central Coast Regional District
Box 186 – 626 Cliff St.
Bella Coola, B.C. V0T 1C0

In response to the Invitation to Tender, the Instruction to Bidders, Specifications and Schedule A, the undersigned offers to supply all necessary materials, equipment and labour to perform the following in accordance with the documents listed above as required by the Central Coast Regional District, commencing on or about May 2, 2022, and ending on or about December 31, 2022:

1. Grounds Maintenance at the Bella Coola Airport for the **annual sum of \$** _____ plus GST.
2. Force Account Work: please supply an all found (all labour and supplies) hourly rate for the following:

Lawnmower Type : _____ All Found Hourly Rate:\$ _____

Weed Eater Type: _____ All Found Hourly Rate:\$ _____

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

WorkSafe BC # _____ GST Registration # _____
 (I/We certify I/we are a member in good standing)

Telephone No. _____

Signature _____ Date: _____

On behalf of (Company Name) _____

SECTION D – EXAMPLE CONTRACT CONTAINING SPECIFICATIONS



General Services Contract

CONTRACT./FILE NO: CCRD/PW2022-02	THIS AGREEMENT DATED FOR REFERENCE THE 1st DAY OF MAY 2022
PROJECT DESCRIPTION: PROVISION OF SUMMER AIRPORT GROUNDS MAINTENANCE	

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.ca

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

AND:

Bella Coola Greatest Ever Lawn Services Ltd.
P.O. Box XXX
Bella Coola, BC
V0T1C0
Phone Number: (250) 982-LAWN.....FAX Number: N/A

Contractor Representative: Mr. Short Grass
Corporate Business Number: XXXXXXX
WorkSafe BC and/or Personal Optional Protection Number: XXXXXXXXXXXX

(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 **May 1, 2022** to and including **December 31, 2022** inclusive. Upon mutual agreement of the contractor and CCRD, the contract may be renewed for up to 3 additional 1 year terms.
- 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 During the term of this contract, the CCRD may at any reasonable time and on reasonable notice to you, request and receive assistance from you in obtaining copies of materials pertaining to this contract.

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:

<p>SIGNED AND DELIVERED on behalf of the CCRD by an authorized representative of the CCRD</p>	<p>SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)</p>
<p>(Authorized CCRD Expense Authority)</p>	<p>(Contractor or Authorized Signatory)</p>
<p>Curtis Slingerland, Chief Administrative Officer</p>	<p>Mr. Short Grass</p>
<p>(PRINTED NAME of CCRD Expense Authority)</p>	<p>(PRINTED NAME of Contractor or Authorized Signatory)</p>
<p>Dated this ____ day of _____, 2022</p>	<p>Dated this ____ day of _____ 2022</p>



General Services Contract

Schedule A - Services

File: CCRD/PW2022-02

Attachment to the Agreement with **Bella Coola Greatest Ever Lawn Services Ltd.**, for **PROVISION OF SUMMER AIRPORT GROUNDS MAINTENANCE.**

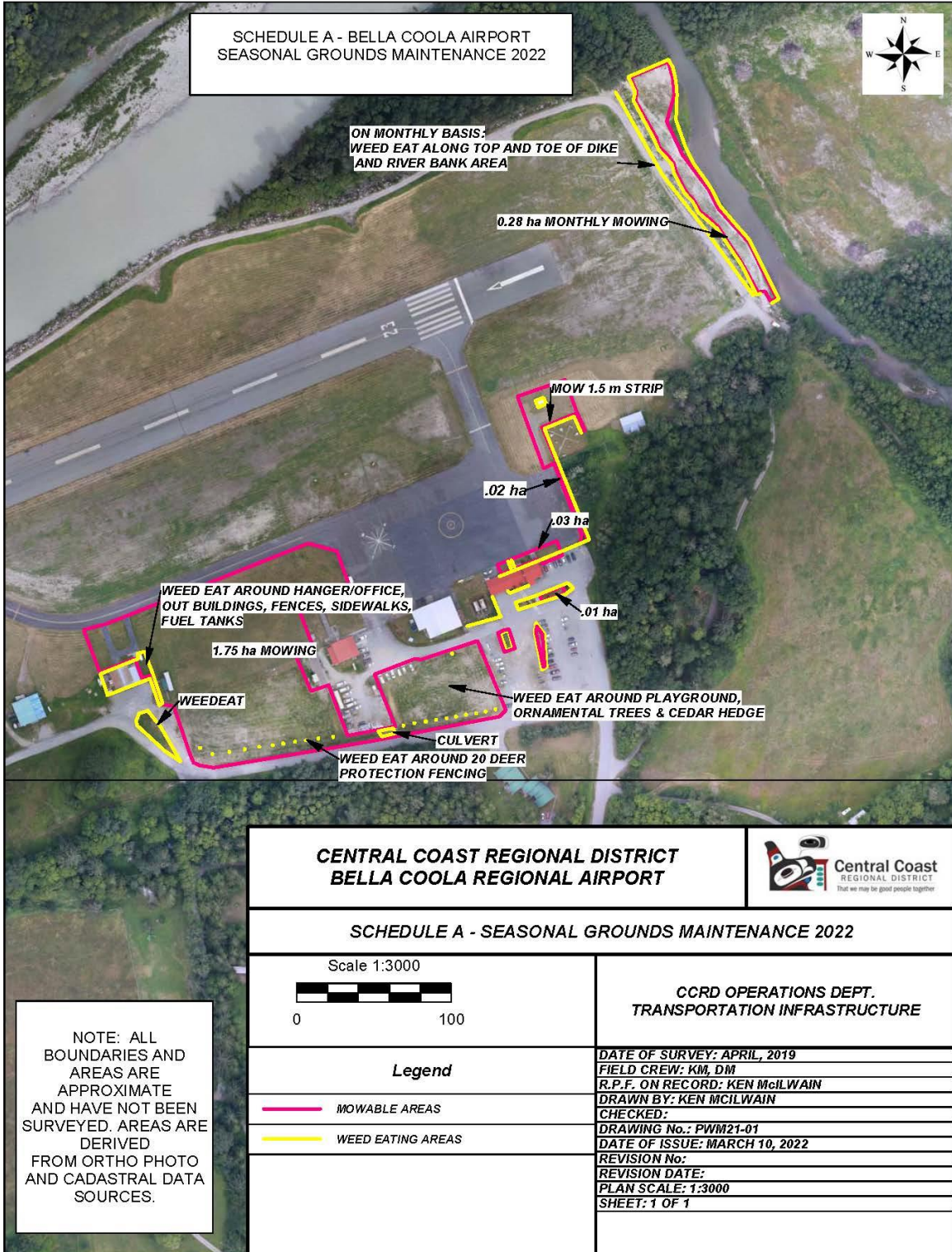
1. THE SERVICES

Work associated with this contract is as follows.

Supply all labour, materials and equipment to:

- Mow and trim/weed eat all grass areas at the Bella Coola Airport a total of 10 (ten) times on a bi-weekly basis for the months of May, June, July, August, and September, as outlined in the attached Schedule A map. Grass shall be cut to 2” in height where possible.
- Once a month (5 times total), mow and trim (weed eat) a 1.5 meter wide strip around the perimeter of weather station instrument compound as shown on the attached Schedule A map. Mow and trim the grassy area between the dike and Klonik Creek as shown on the attached Schedule A Map.
- Trim grass/weeds and tree saplings at the Bella Coola Airport bi-weekly (10 times between May 1 and September 30) in the areas shown on the attached Schedule A map. Grass and weeds should be trimmed to less than 2” in height where possible.
- Cuttings and trimmings to be removed or swept off of paved areas. Absolutely no debris to be left on runway, taxiways or apron.
- Coordinate maintenance operations with airport personnel so as not to cause any disruption to air services.
- Work to be done on a seasonal basis, from May 1 to approximately September 30.

SCHEDULE A
SERVICES (Continued)



Schedule B – Contract Payment

File: [CCRD/PW2022-22](#)

Attachment to the Agreement with **Bella Coola Best Ever Lawn Services Ltd.** for **PROVISION OF Airport Summer Grounds Maintenance**

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.	Lump sum monthly fee for grounds maintenance of Airport facilities as described in Schedule A for the months of May, June, July, August and September.	\$ XXX.00 / month
2.	Force Account Rate for mowing - all found price. State make and model of machine _____	\$ XX.00 / hour
3.	Force Account Rate for weed eating - all found price. State make and model of machine _____	\$ XX.00 / hour
4.	Force Account Rate for general labour – all found price.	\$ XX.00 / hour
5.	Force Account Rate other equipment. State make and model: _____ – all found price.	\$ XX.00 / hour
6.	Force Account Rate other equipment. State make and model: _____ – all found price.	\$ XX.00 / hour
7.	Force Account Rate other equipment. State make and model: _____ – all found price.	\$ XX.00 / hour

1.02 In no event will **fees** payable for any one project exceed \$X,000.00. In no event will the aggregate fees paid under this agreement exceed **\$X,000.00**.

2. EXPENSES

Authorized expenses will be paid.

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

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**.

SCHEDULE B

CONTRACT PAYMENT

- 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**

Schedule C – Insurance Requirements

File: **CCRD/PW2022-02**

Attachment to the Agreement with **Bella Coola Greatest Ever Lawn Services Ltd.**, for **PROVISION OF SUMMER AIRPORT GROUNDS MAINTENANCE.**

- 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 type="checkbox"/> Not Required | <input checked="" 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 |

- 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.
- 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.
- ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 shall be used as satisfactory evidence of Automobile Liability Insurance.
- 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.
- Failure to provide the required insurance documentation shall result in termination of this Agreement.
- 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.
- The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 9.

SCHEDULE C - INSURANCE REQUIREMENTS

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

a) **Commercial General Liability**

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

d) **Aviation Liability**

Airport liability insurance coverage for airside operations as described in Schedule A of this General Service Contract in an amount not less than \$2 million inclusive per occurrence.

e) **Watercraft Liability**

N/A

SCHEDULE C - INSURANCE REQUIREMENTS

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.

f) **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.

g) **All-risk Property Insurance**
N/A

h) **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.

i) **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".