

CENTRAL COAST REGIONAL DISTRICT

TENDER PACKAGE FOR: 2023 PARK FACILITIES GROUNDS MAINTENANCE CONTRACT

April 12, 2023

Prepared By:



Central Coast
REGIONAL DISTRICT

That we may be good people together

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

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INVITATION TO TENDER

The Central Coast Regional District (CCRD) invites tenders from qualified contractors, for the provision of seasonal maintenance to CCRD park facilities in the Bella Coola Valley. It is the intent of this tender to secure labour, equipment, tools, materials and any incidentals to undertake grounds maintenance, including but not limited to: cutting grass, cleaning buildings, removal of garbage and maintenance of trails in Snootli Creek and Walker Island Regional Parks and at the Snootli Ice Rink and Skate Park. The contract term is for a 12-month period beginning May 1, 2023 and ending April 30, 2024. Subject to CCRD satisfaction with services provided, budget constraints and mutual agreement between the CCRD and Contractor, an additional two, 12-month terms (May 1st to April 30th) may be offered.

Work associated with this contract is as follows. See Table 1 for further breakdown of services.

For an all found **monthly lump sum** the contractor will:

At Walker Island Park

- Commencing the first week in May, and ending the last week in September, cut grass every two weeks (eleven (11) times total) outside the ball field (i.e. BBQ pit area, playground, concession area and soccer field);
- Commencing the first week in July, cut the grass inside the ball field every week for the months of July and August (eight (8) times total) and every two weeks during the months of May, June and September (six (6) times total);
- Once a month, for the months of May, June, July, August and September: weed-eat the entire grounds including around structures, fences (inside and outside), tables/benches and trees and ditch lines/road edges.
- Commencing the first week in May, on a weekly basis for the months of May, June, July, August, and September pick-up and dispose of any loose garbage from the grounds, remove garbage from bins, clean three (3) outhouses, restock toilet paper, assess outhouses for pumping requirements and notify CCRD staff of any issues; and
- Commencing the first week in October, on a monthly basis for the months of October, November, December, January, February, March, and April pick-up and dispose of any loose garbage from the grounds, remove garbage from bins, clean three (3) outhouses, restock toilet paper, assess outhouses for pumping requirements and notify CCRD staff of any issues;
- Accompany CCRD personnel on inspections as requested.

At Snootli Park

- At Beaver Pond Picnic Area, commencing the first week in May, and ending the last week in September, cut grass every four weeks (five (5) times total);
- Commencing the first week in May, on a monthly basis, for the months of May, June, July, Aug, Sept, pick-up and dispose of any loose garbage from the Picnic Area, remove garbage from bins, clean one (1) outhouse, restock toilet paper, assess outhouse for pumping requirements and notify CCRD staff of any issues; and
- Accompany CCRD personnel on inspections as requested.

At Snootli Skating Rink and Skate Park

- Once only in August, cut grass, weeds and brush along entrance road, parking lot and around rink perimeter;
- Accompany CCRD personnel on inspections as requested.

For an all found **hourly rate** the contractor will:

- Perform force account work on an as needed basis to be determined by a CCRD representative;
- Clean the interior and exterior of the concession building;
- Undertake brushing work;
- Undertake basic trail maintenance;
- Undertake general maintenance duties; and
- Assist CCRD personnel in general maintenance and repairs of park infrastructure.

Please refer to Schedule A of the attached sample contract for a complete list of services required under this contract.

The marshaling point for initiation and cessation of all hourly work is Walker Island Park.

All tenders will be received by the undersigned at the offices of the Central Coast Regional District, 626 Cliff Street, Bella Coola, B.C., V0T 1C0 not later than the closing time of 12:00 p.m., local time, April 27th, 2023. The tender opening will be completed in private by CCRD staff.

Tender packages may be obtained from the Central Coast Regional District office at 626 Cliff Street, Bella Coola, B.C., or on the CCRD website at www.ccrd-bc.ca. Interested parties are asked to register with the undersigned to receive any additional information or addendums that may be issued prior to the closing date. Registration can be completed in person at the CCRD office, or by phone (250) 799-5291.

The CCRD will not be responsible for any costs incurred by a Tenderer in preparing its tender. Tenders submitted will be deemed irrevocable for a period of ninety (90) days after the Closing Time.

The lowest or any Tender will not necessarily be accepted. The Central Coast Regional District unequivocally reserves the right to waive formalities in or reject any or all Tenders, or accept the Tender deemed most favorable in the interest of the Central Coast Regional District.

There will be **no** mandatory pre-bid meeting, however interested bidders are strongly encouraged to contact the CCRD with any questions prior to submitting a tender.

All tender inquiries must be directed only to the Operations Coordinator, Gord Kohut, in writing or by email at gkohut@ccrd.ca.

X

Gord Kohut
Operations Coordinator

| Table 1. | Services | | | | | | | | |
|-----------------|--|--|--|---|--|---|--|---|--|
| Month | 1.Walker -mow outside ball field once/2 weeks | 2.Walker -mow inside ball field once / week | 3.Walker- mow inside ball field once/2 weeks | 4.Walker- weed eating once/month | 5.Walker garbage pick up, removal, outhouse maint. once/week | 6. Walker garbage pick up, removal, outhouse maint. once/month | 7.Snootli- cut grass at beaver pond picnic area once/month | 8. Snootli- beaver pond garbage pick-up, removal, outhouse maint. once/month | 9. Snootli skating rink and skate park-cut grass, weeds, and brush once/year |
| Jan | | | | | | X | | | |
| Feb | | | | | | X | | | |
| Mar | | | | | | X | | | |
| Apr | | | | | | X | | | |
| May | X | | X | X | X | | X | X | |
| Jun | X | | X | X | X | | X | X | |
| Jul | X | X | | X | X | | X | X | |
| Aug | X | X | | X | X | | X | X | X |
| Sep | X | | X | X | X | | X | X | |
| Oct | | | | | | X | | | |
| Nov | | | | | | X | | | |
| Dec | | | | | | X | | | |

1. Commencing the first week in May, and ending the last week in September, cut grass every two weeks (eleven (11) times total) outside the ball field (i.e., BBQ pit area, playground, concession area and soccer field)
2. Commencing the first week in July, cut the grass inside the ball field every week for the months of July and August (eight (8) times total)
3. Cut the grass inside the ball field every two weeks during the months of May, June and September (six (6) times total).
4. Once a month, for the months of May, June, July, August and September: weed-eat the entire Walker Island grounds including around structures, fences (inside and outside), tables/benches and trees and ditch lines/road edges.
5. Commencing the first week in May, on a weekly basis for the months of May, July, August, and September pick-up and dispose of any loose garbage from the grounds, remove garbage from bins, clean three (3) outhouses, restock toilet paper, assess outhouses for pumping requirements and notify CCRD staff of any issues.
6. Commencing the first week in October, on a monthly basis for the months of October, November, December, January, February, March, April, May, and June pick-up and dispose of any loose garbage from the grounds, remove garbage from bins, clean three (3) outhouses, restock toilet paper, assess outhouses for pumping requirements and notify CCRD staff of any issues.
7. At Beaver Pond Picnic Area, commencing the first week in May, and ending the last week in September, cut grass every four weeks (five (5) times total).
8. Commencing the first week in May, on a monthly basis, for the months of May, June, July, Aug, Sept, pick-up and dispose of any loose garbage from the Picnic Area, remove garbage from bins, clean one (1) outhouse, restock toilet paper, assess outhouse for pumping requirements and notify CCRD staff of any issues.
9. At the Skating rink and Skate Park, once only in August, remove grass, weeds and brush along entrance road, parking lot and around rink perimeter.

INSTRUCTIONS TO TENDERERS

Submission of Tenders

1. Tenderers must submit their Tenders to the front desk of the CCRD office at 626 Cliff Street, Bella Coola, B.C. in writing on or before 12:00 p.m., April 27th, 2023. Tenders received after the Closing Time will not be considered. They will be returned to the Tenderers unopened.
2. Tenders must be submitted on the Tender Form supplied by the District. The Tender Form must be submitted in a sealed envelope clearly marked:

CENTRAL COAST REGIONAL DISTRICT
PARK FACILITIES SEASONAL MAINTENANCE TENDER
CONTRACT REFERENCE CCRD PW2023-04

No other identifying marks are to be placed on the bid submission envelope.

3. The Tender Form 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.
4. Bidders must be sure to fill out all parts of the attached Tender Form.
5. Bidders may be required after the Tender opening to submit evidence of their resources and their ability to carry out the Work specified under the Contract.
6. 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.
7. Should any Bidder find discrepancies or omissions in the documents, or should any other questions arise concerning the Work as required under the Contract, bidders should at once, request explanation, clarification or interpretation, BEFORE submitting the bid.
8. A Tenderer who has already submitted a Tender may submit a further Tender at any time up to the Closing Time. The last Tender received from a Tenderer prior to the Closing Time shall supersede and invalidate any and all Tenders previously submitted by the Tenderer. A Tenderer may withdraw its Tender at any time up to the Closing Time.
9. Tenders are irrevocable after the Closing Time for ninety (90) days.
10. Only Tenders submitted in writing will be accepted. Tenders submitted by facsimile or other forms of electronic media will not be accepted.
11. Any party owing monies to the CCRD must settle all debts before any Tender documents will be considered.

Tenderer's Qualifications

1. The following mandatory criteria must be met or exceeded and documented within the contents of the Tender Form:
 - (a) Contractor and key personnel have a minimum of two years experience in parks or recreation facility grounds maintenance, or a combination of education and experience acceptable to CCRD administration.
 - (b) Key Personnel must have and maintain a valid class 5 BC Drivers License.

Sub-contractors

1. Tenderers shall note in the details section of Part 2 of the tender form if any of the Key Personnel are Sub-contractors. The CCRD reserves the right, without any liability to the CCRD to reject any proposed Sub-contractor and to require the Tenderer to substitute another Sub-contractor that is acceptable to the CCRD.
2. Sub-contractors identified in the Tender Form shall not be changed without the written consent of the CCRD.

Insurance Coverage

1. It is the responsibility of the contractor to obtain and maintain in good standing insurance coverage through WorkSafe BC. As a condition of award of the Contract, and prior to any commencement of work, the successful Tenderer shall provide evidence of coverage as specified in Schedule C of the attached sample contract.
2. Before initiation of work, the contractor shall provide to CCRD evidence of Commercial Liability Insurance coverage in an amount not less than \$2,000,000.00 inclusive of any one occurrence and naming the CCRD as an Additional Insured.

Pricing Requirements

1. The Tender shall be firm, expressed in Canadian currency, and shall be all inclusive, including but not limited to all labour, materials, equipment, freight, customs and excise duties, and taxes, save and except only GST.

Addenda

If there are to be any changes in the Work, the Tenderers will be informed, prior to the close of the period allowed for receiving tenders, by means of an Addendum, a written communication issued by the CCRD. All Addenda shall become a part of the Contract Documents.

Evaluation of Tenders

1. All tenders submitted in accordance with the Instructions to Tenderers will be evaluated by CCRD staff to determine which tenders meet all mandatory criteria. Those meeting the mandatory criteria will then be scored according to pricing.
 - (a) If two or more tenders receive equal scores, preference will be given to the bidder who has completed similar work for the CCRD to a satisfactory standard.
 - (b) CCRD personnel will evaluate the proposed list of equipment to ensure it is adequate to undertake the required work. CCRD reserves the right to reject a tender if it deems the proposed equipment to be inadequate or unsafe for completion of the required works.



2023 Park Facilities Grounds Maintenance Tender

FORM OF TENDER

Tender of:

_____) **Name and address**
_____) **of Bidder**
_____)

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

NOTE: The marshaling point for initiation and cessation of all hourly work is Walker Island Park.

PART 1 – PRICING

In response to the Invitation to Tender, the Instructions to Tenderers, the sample contract included in this bid package and the detailed specifications in Schedule A of the attached sample contract; I/We, submit the following pricing (in Canadian Dollars) to perform the duties as described in the Tender Package for 2023 Park Facilities Maintenance Contract and for associated Force Account Work (Hourly work requested by CCRD over and above contractual obligations) for the period commencing May 1, 2023 and extending until April 30th, 2024.

| ITEM NO | DESCRIPTION OF WORKS /SERVICES | TENDERED RATE/PRICE (GST EXCLUDED) |
|---------|--|------------------------------------|
| 1. | Monthly lump sum fee for grounds maintenance of parks facilities for the months of May, June, July, August and September. | \$ / month |
| 2. | Monthly lump sum fee for grounds maintenance of parks facilities for the months of October, November, December, January, February, March, and April. | \$ / month |
| 3. | Force Account Rate for mowing - all found price. State make and model of machine_____ | \$ / hour |
| 4. | Force Account Rate for weed eating - all found price. State make and model of machine_____ | \$ / hour |
| 5. | Force Account Rate for cleaning work (i.e. concession, bathrooms) – all found price includes cleaning supplies etc. | \$ / hour |
| 6. | Force Account Rate for general labour – all found price. | \$ / hour |
| 7. | Force Account Rate for labour using chainsaw or general power equipment – all found price. | \$ / hour |
| 8. | Force Account Rate for (name equipment): | \$ / hour |
| 9. | Force Account Rate for (name equipment): | \$ / hour |

PART 2 – CONTRACTOR EXPERIENCE

| Contractor Personnel | Number Of Years Working at Parks Grounds Maintenance | Details (include relevant experience and location of key personnel) |
|---------------------------|--|---|
| Contractor/Business | | |
| Superintendent Name:_____ | | |
| Attendant Name:_____ | | |
| Subcontractor Name:_____ | | |

PART 3 – CONTRACTOR EQUIPMENT FOR PARKS MAINTENANCE

| Type of Proposed Equipment | Details (Make, Model, Year, Hours, Condition, Leased or Owned, Current Location) |
|----------------------------|--|
| | |
| | |
| | |
| | |
| | |

PART 4 – SUB-CONTRACTORS (IF ANY)

| Name of Sub-contractor | Description of Sub-contractor Role |
|------------------------|------------------------------------|
| | |
| | |
| | |

I acknowledge that I have read and understood the requirements and specifications within the sample contract included with the Tender Package, and that the information included in my tender is accurate and free of any misrepresentation.

Signature Dated Phone

On behalf of _____
(Company Name)

| |
|--|
| CCRD USE ONLY |
| Tender received: _____ Accepted _____ Rejected _____ |



General Services Contract

| | |
|---|--|
| CONTRACT./FILE NO: CCRD/ PW2023-04 | THIS AGREEMENT DATED FOR REFERENCE THE 1st DAY OF MAY 2023 |
| PROJECT DESCRIPTION: PROVISION OF PARK FACILITIES 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: Gord Kohut
 E-mail Address: gkohut@ccrd.ca**

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

AND:

**ABC Contracting Ltd.
 P.O. Box _____
 Bella Coola, BC
 V0T1H0
 Phone Number: (250) ____-____.....FAX Number: N/A**

**Contractor Representative: John Smith
 Corporate Business Number: 010101010101
 WorkSafe BC and/or Personal Optional Protection Number: 000000 XX(000)**

(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, 2023** to and including **April 30, 2024** inclusive. Upon mutual agreement between the CCRD and the contractor, this agreement may be extended for up to two additional one-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:

| | |
|---|--|
| 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) |
| _____ (PRINTED NAME of CCRD Expense Authority) | _____ (PRINTED NAME of Contractor or Authorized Signatory) |
| Dated this ____ day of _____, 2023 | Dated this ____ day of _____ 2023 |

Schedule A - Services

File: CCRD/PW2023-04

Attachment to the Agreement with **ABC Contracting Ltd.**, for **PROVISION OF PARK FACILITIES GROUNDS MAINTENANCE.**

1. THE SERVICES

Work associated with this contract is as follows.

For an all found **monthly lump sum** the contractor will:

At Walker Island Park

- Commencing the first week in May, and ending the last week in September, cut grass every two weeks (eleven (11) times total) outside the ball field (i.e. BBQ pit area, playground, concession area and soccer field);
- Commencing the first week in July, cut the grass inside the ball field every week for the months of July and August (eight (8) times total) and every two weeks during the months of May, June and September (six (6) times total);
- Once a month, for the months of May, June, July, August and September: weed-eat the entire grounds including around structures, fences (inside and outside), tables/benches and trees and ditch lines/road edges.
- Commencing the first week in May, on a weekly basis for the months of May, June, July, August, and September pick-up and dispose of any loose garbage from the grounds, remove garbage from bins, clean three (3) outhouses, restock toilet paper, assess outhouses for pumping requirements and notify CCRD staff of any issues; and
- Commencing the first week in October, on a monthly basis for the months of October, November, December, January, February, March, and April pick-up and dispose of any loose garbage from the grounds, remove garbage from bins, clean three (3) outhouses, restock toilet paper, assess outhouses for pumping requirements and notify CCRD staff of any issues;
- Accompany CCRD personnel on inspections as requested.

At Snootli Park

- At Beaver Pond Picnic Area, commencing the first week in May, and ending the last week in September, cut grass every four weeks (five (5) times total);
- Commencing the first week in May, on a monthly basis, for the months of May, June, July, Aug, Sept, pick-up and dispose of any loose garbage from the Picnic Area, remove garbage from bins, clean one (1) outhouse, restock toilet paper, assess outhouse for pumping requirements and notify CCRD staff of any issues; and
- Accompany CCRD personnel on inspections as requested.

SCHEDULE A

SERVICES (Continued)

At Snootli Skating Rink and Skate Park

- Once only in August, cut grass, weeds and brush along entrance road, parking lot and around rink perimeter;
- Accompany CCRD personnel on inspections as requested.

For an all found **hourly rate** the contractor will:

- Perform force account work on an as needed basis to be determined by a CCRD representative;
- Clean the interior and exterior of the concession building;
- Undertake brushing work;
- Undertake basic trail maintenance;
- Undertake general maintenance duties; and
- Assist CCRD personnel in general maintenance and repairs of park infrastructure

Schedule B – Contract Payment

File: [CCRD/PW2023-04](#)

Attachment to the Agreement with **ABC Contracting Ltd.** for **PROVISION OF SEASONAL PARK FACILITIES 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 parks facilities for the months of May, June, July, August and September. | \$ _____ / month |
| 2. | Lump sum monthly fee for grounds maintenance of parks facilities for the months of May, June, July, August and September. | \$ _____ / month |
| 3. | Force Account Rate for mowing - all found price. State make and model of machine _____ | \$ _____ / hour |
| 4. | Force Account Rate for weed eating - all found price. State make and model of machine _____ | \$ _____ / hour |
| 5. | Force Account Rate for cleaning work (i.e. concession, bathrooms) – all found price includes cleaning supplies etc. | \$ _____ / hour |
| 6. | Force Account Rate for general labour – all found price. | \$ _____ / hour |
| 7. | Force Account Rate for labour using chainsaw or general power equipment – all found price. | \$ _____ / hour |
| 8. | Force Account Rate for Skid Steer | \$ _____ / hour |
| 9. | Force Account Rate for Truck and tandem axle equipment trailer | \$ _____ / hour |

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

2. EXPENSES

Authorized expenses will be paid.

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

SCHEDULE B

CONTRACT PAYMENT

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**

Schedule C – Insurance Requirements

File: **CCRD/PW2023-04**

Attachment to the Agreement with **ABC Contracting Ltd.**, for **PROVISION OF PARK FACILITIES 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 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 |

- 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

Aviation Liability

N/A

d) **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.

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".