



COLUMBIA SHUSWAP REGIONAL DISTRICT

**Loftus Lake Fen Universal Trail
Project Management and Construction**

THIS AGREEMENT dated for reference this _____ day of _____, 2023.

BETWEEN: COLUMBIA SHUSWAP REGIONAL DISTRICT
Box 978
SALMON ARM BC V1E 4P1

(hereinafter referred to as the "Regional District")

AND: SHUSWAP TRAIL ALLIANCE
PO Box 1531
SALMON ARM BC V1E 4P6

(hereinafter referred to as the "Contractor")

for the project management and construction of a 1.34 kilometer accessible trail system at Loftus Lake Fen, located at 2505 Fox Glen Way, Blind Bay, BC in Electoral Area G.

RESPONSIBILITIES OF CONTRACTOR

1. The Contractor will provide services as described in Schedule A, ("the Services"), in accordance with this Agreement. Services must be provided during the term described in Section 42 (the "Term").
2. The Contractor will deal with the public and the Regional District in a courteous and respectful manner and will ensure that its agents and employees deal with the public and the Regional District in a courteous and respectful manner.
3. The Contractor will be solely responsible for the operation and maintenance of any equipment whatsoever used, rented, leased, or owned by the Contractor in their business and for the effective execution of this Agreement.
4. The Contractor will be solely responsible to comply with all Federal, Provincial and Local rules, laws and ordinances applicable to the performance of this Agreement. The Contractor will provide evidence of compliance with such laws upon request by the Regional District.
5. The Contractor will be solely responsible to obtain and maintain at its own cost, all permits, licenses, regulatory approvals and certificates required to perform the Services. The Contractor will provide copies of any required permits, licences or regulatory approvals or certificates upon request by the Regional District.
6. The Contractor will be solely responsible for all Employment Insurance, Canada Pension, Income Tax and any other applicable assessments or deductions levied by Federal, Provincial or Municipal Governments or any agency thereof.
7. The Contractor will provide proof of registration with WorkSafe BC, proof of Personal Optional Protection or proof of denied WorkSafe BC registration.



RESPONSIBILITIES OF CONTRACTOR (cont.)

8. The Contractor will maintain a health and safety program as required by Section 21 of the Workers' Compensation Act and report immediately and in writing any workplace injury or occupational illness specified under Section 68 of the Workers' Compensation Act to the Regional District.
9. The Contractor will follow safety procedures as laid out in WorkSafe BC regulations. Contractors, their employees or agents not complying with health and safety expectations will be required to stop work and will not be allowed to resume work until the safety requirements are met.
10. The Contractor and the Regional District will perform a hazard assessment of the worksite(s) before Services outlined in this Agreement commence. The Regional District and the Contractor will review the hazard assessment on a regular basis. The Contractor will notify the Regional District immediately of any additional worksite(s) hazards not identified in the hazard assessment.
11. The Contractor will be responsible for any costs, fines or levies resulting from a breach of WorkSafe BC regulations.

GENERAL PROVISIONS

12. The Contractor will not assign this Agreement or any part thereof without written authority by the Regional District.
13. The Contractor is and will be an independent Contractor and nothing contained herein will be construed to create a partnership, joint venture or agency, and neither party hereto will be responsible for the debts or obligations of the other party.
14. This Agreement will be represented on behalf of the Regional District by the Acting General Manager, Community and Protective Services or designate.
15. This Agreement constitutes the entire Agreement between the parties hereto and no representations, warranties, understanding or Agreements, oral or otherwise, exist between the parties hereto except as expressly set out in this Agreement.
16. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
17. Services not included in this Agreement for which compensation is requested must have prior written approval of the Regional District. Notwithstanding this provision, the Contractor is authorized by this Agreement to act in an emergency situation.
18. Unless written authorization has been issued by the Regional District, Regional District owned equipment will not be utilized by the Contractor for use other than those specified under the clauses of this Agreement. When authorized to utilize Regional District owned equipment, the Contractor will do so in a safe and proper manner.
19. Any damage to Regional District owned equipment and/or properties caused by the Contractor's misuse or negligence will be at the cost of the Contractor. Upon determination of costs, the Contractor will be billed for damages. If not paid within thirty (30) days, the Regional District will deduct the required amount due from future remuneration until the amount owing is paid in full.
20. Any liability claims resulting from the Contractor's misuse of Regional District owned equipment will be the responsibility of the Contractor.



GENERAL PROVISIONS (cont.)

21. Notwithstanding the Contractor’s responsibilities, the Regional District maintains the overall authority for management and control of the Service or location of the Service. Nothing in this Agreement grants the Contractor any interest in the Service or location of the Service and the Regional District may, in its discretion, retain others to carry out work on and around the location of the Service.
22. Any provision of this Agreement that is deemed to be held unenforceable or invalid for any reason will be severed from the Agreement and all remaining provisions of the Agreement will remain in full force and effect.

SUBCONTRACTORS

23. In this Agreement, Designated Personnel means the persons deployed by the Contractor to perform the Services as set out in this Agreement for whom the Contractor is responsible for by law. Subcontractor means any person retained by the Contractor to perform the Services.
24. The Contractor will not subcontract any obligation under this Agreement without the prior written approval of the Regional District. Any Subcontractor approved by the Regional District is deemed to be Designated Personnel of the Contractor who may perform all or a part of the Services on behalf of the Contractor without further approval by the Regional District.
25. In the event that any of the Contractor’s Designated Personnel do not perform the Services to the full satisfaction of the Regional District, the Regional District reserves the right to request the Contractor make a change in the Designated Personnel at the Contractor’s expense. The Contractor agrees to remove and replace any Designated Personnel whom the Regional District deems to be unfit in any way.
26. No subcontract, whether consented to or not, will relieve the Contractor of any obligations under this Agreement.
27. The Contractor will ensure that every Subcontractor and all Designated Personnel fully comply with this Agreement when performing the Services.

INSURANCE AND INDEMNITY

28. The Contractor will indemnify and save harmless the Regional District from all fines, suits, proceedings, claims, demands, or actions of any kind or nature or from anyone whomsoever, arising out of or resulting from any negligent acts, errors or omissions of the Contractor, its officers, employees, agents or subcontractors in the performance of their services and duties in regard to this Agreement.
29. The Contractor will, prior to the commencement of operation and thereafter at all times during the Term of this Agreement, at its own expense, keep in force by advance payment of premiums, a general liability insurance policy in an amount not less than **THREE MILLION (\$3,000,000) DOLLARS**.
30. The Regional District will be named as an additional insured on said policy and the said policy will contain a waiver of cross liability clause and will provide that the Regional District will be notified in writing in advance of any cancellation of or material change to said policy. The insurance will be in a form satisfactory to the Regional District and confirmation of insurance coverage will be provided to the Regional District to be retained on file.
31. The insurance policy will contain a clause stating, “this policy will not be cancelled or materially changed without the insurer giving at least fifteen (15) days’ notice to the Regional District.”



INSURANCE AND INDEMNITY (cont.)

32. It is understood and agreed that the Regional District will not be liable for any loss or damage to the Contractor's Equipment including loss of use. Each and every policy that insures the Contractor's Equipment will be used to carry out the duties contained herein will contain the following clause:

"It is agreed that the right to subrogation against the
Columbia Shuswap Regional District is hereby waived."

33. The Contractor will provide the Regional District with evidence of all required insurance as follows:
- a) before commencement of the Services, the Contractor must provide the Regional District evidence of all required insurance in the form of a completed Certificate of Insurance;
 - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Regional District within ten (10) business days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance; and
 - c) notwithstanding paragraph (a) or (b) above, if requested by the Regional District at any time, the Contractor must provide the Regional District certified copies of the required Certificate of insurance.
34. The Contractor will supply proof of automobile liability insurance on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Contractor, its subcontractors, or employees under the Agreement. Such insurance will be for an amount of not less than **TWO MILLION (\$2,000,000) DOLLARS**, inclusive of any one accident.

TERMINATION

35. This Agreement may be terminated at any time by either party without cause upon giving ninety (90) days' written notice to the respective party to the address herein contained.
36. If the Regional District determines that the Contractor is non-compliant with any section contained in this Agreement, an Official Notice of Non-Compliance may be issued. Notwithstanding Section 39, if an infraction has not been resolved within five (5) working days of the issuance of an Official Notice of Non-Compliance, another Official Notice of Non-Compliance may be issued.
37. Upon the delivery of a third Official Notice of Non-Compliance, termination will be immediate. The third Official Notice of Non-Compliance will contain notification and details regarding the termination. Non-Compliance notices will be delivered in writing from the Regional District to the Contractor either in person, or by mailing to the address listed on the first page of this Agreement.
38. Non-compliant notices may be issued in relation to any one or multiple terms within this Agreement. The issuance of second and third Official Notice of Non-Compliance may or may not be related to a previous infraction.



TERMINATION (cont.)

39. The Regional District may immediately terminate this Agreement if the Contractor or its agents or employees does one or more of the following:
- is intoxicated;
 - uses foul, profane, vulgar or obscene language;
 - solicits gratuities or tips from the public for services performed hereunder;
 - wilfully or recklessly disregards the safety of persons or operational requirements;
 - acts in a manner which may constitute a public nuisance or disorderly conduct;
 - participates in any unauthorized sales at the site;
 - is dishonest or knowingly fails to charge the correct or any applicable fees;
 - is dishonest or fails to record incidents and infractions in a proper manner;
 - fails to deal with the public and the Regional District in a courteous and respectful manner as outlined in Section 2;
 - fails to comply with WorkSafe BC requirements as outlined in Sections 7 to 11 inclusive;
 - fails to comply with Insurance requirements as outlined in Sections 28 to 34 inclusive.

REMUNERATION

40. The Regional District agrees to pay the Contractor at the rates outlined in Schedule B attached hereto and forming part of this Agreement.
41. The Regional District assumes responsibility for the payment of applicable GST/HST to the Contractor provided that the Contractor is a GST/HST registrant. The Contractor will provide GST/HST information to the Regional District and will advise the Regional District immediately of any change to the Contractor’s status as a GST/HST registrant during the Term of this Agreement.

TERM

42. The Term of this Agreement is from the 1st day of October, 2023 to and including the 30th day of September, 2024.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto:

**COLUMBIA SHUSWAP REGIONAL DISTRICT
ALLIANCE**

SHUSWAP TRAIL

CHIEF ADMINISTRATIVE OFFICER
(CAO)

Contractor Signature

Contractor Name (please print)

Witness Signature

Witness Name (please print)

Witness Address



Schedule A

Services

The Contractor will perform all Services as required for the project management and construction of 1.34 kilometers of an accessible trail system at Loftus Lake Fen, located at 2505 Fox Glen Way, Blind Bay, BC in Electoral Area G.

The Contractor will provide the Services according to the approved proposal which is attached as Schedule C – Loftus Lake Universal Trail Development.

Documents attached as Appendix 1:

- Archeological Chance Find Procedure

Project Costing attached as Appendix 2:

- Project Costing Updated: 2023 11 08

GENERAL

Payment Items

Payment items as described in Schedule A – Services and Schedule B – Remuneration Schedule will include all labour, equipment, materials, transportation and tools required to complete the Service. All items will be paid at the unit prices quoted.

Road Works

The location of the work is under the jurisdiction of the BC Ministry of Transportation and Infrastructure (MoTI). Therefore, all construction practices will be in accordance with MoTI's "2016 Standard Specifications for Highway Construction (July 1, 2016), Volumes 1 and 2", and any amendments (see Appendix 2).

Refer to: www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/standard-specifications-for-highway-construction

Traffic Control and Traffic Management Plan

The roads within the location of work are under the jurisdiction of the Ministry of Transportation and Infrastructure (MoTI). As such, the Contractor must submit a Traffic Management Plan for approval prior to the start of construction.

The Traffic Management Plan must comply with the requirements of MoTI's "Traffic Control Manual for Work on Roadways", for regulation of vehicle and pedestrian traffic or use of roadways upon or over which it is necessary to carry out work or haul materials or equipment.

The Contractor will give a minimum of 48 hours' notice or as otherwise required to local police, fire departments, emergency services, garbage pick-up services, school transportation authorities, MoTI authorities, and regional district authorities prior to beginning construction and comply in all respects with their requirements.

During the progress of the Service, the Contractor will follow the approved Traffic Management Plan and make adequate provision to accommodate normal traffic along streets and highways immediately adjacent to or crossing the work area so as to cause minimum of inconvenience to general public. Single lane traffic must be maintained at all times. Self-regulated traffic is only allowed where one lane section is sufficiently short (i.e. spot obstruction).

Traffic control and submission of a Traffic Management Plan will be incidental to the Service. No additional payment will be made.



Schedule A (cont.)

Services

Layout

The layout of the Service will be the responsibility of the Contractor. The Contractor will be supplied with a current AutoCAD drawing file of the Contract Drawings. The Regional District may, or may not, check the accuracy of the Contractor's layout. The quantity surveying will be the responsibility of the Regional District.

The Contractor will have the sole responsibility to ensure layout is accurate and sufficient to perform the work in accordance with the design detailed in the Construction Drawings.

Record Drawing information will be the responsibility of both the Contractor and the Regional District. The Contractor will provide the Regional District with sufficient advance notice, and time, for the Regional District to record all 'as-constructed' information. When directed by the Regional District, the Contractor will accurately record all 'as-constructed' information.

Layout will be incidental to the Service. No additional payment will be made.

Restoration Works

Prior to the start of construction, the Contractor and Regional District will inspect and photograph the work area. Areas disturbed by construction will be returned to their original condition or better.

Materials Testing

The Regional District will arrange and pay for all geotechnical, concrete, and asphalt materials testing where the results of such tests meet, or exceed, the requirements of the Contract Specifications. The Regional District will advise the Contractor of the testing schedule and the Contractor will co-operate fully with the Regional District and the Testing Firm to ensure that all tests are completed before the Contractor's work continues.

The Contractor will reimburse the Regional District for all materials and installation tests which have been completed by the Regional District and which subsequently fail to meet the requirements of the Contract Specifications. Payment to the Regional District will be made by having the costs of the failed tests deducted from the Contractor's progress and/or final payment.

Dust and Mud Control

The Contractor will ensure that dust and mud control procedures are effective, sufficient, in force and to the satisfaction of the Regional District. Upon commencement, during and at the conclusion of the Service, the Contractor will ensure the streets on which work has been done, or materials hauled, will be maintained and kept clean. The Contractor will be responsible for daily cleaning of all asphalt surfaces which have been muddied, or littered with debris, during the Service.

The Regional District will provide a location(s) for the supply of water for construction and dust control. The Contractor will arrange with the Regional District for connection and collection from the water supply. The Contractor will supply and install hydrant attachment fittings, check valve, and operation valve as specified by the Regional District.

Dust and mud control will be incidental to the Service. No additional payment will be made.



Schedule A (cont.)

Services

Disposal of Waste Excavation

The Contractor will arrange for a disposal of debris and surplus excavation material at an approved location off-site. The Contractor will provide written approval from the land owner(s) of any disposal site(s), and, where required from Provincial Regulatory Agencies, to the Regional District prior to dumping any surplus material at the off-site location.

WorkSafe BC Regulations

The Contractor will adhere to WorkSafe BC Regulations for all work and all excavations are to be left in a safe manner at the end of the working day/shift.

Archaeological Chance Find Procedure

Should a heritage site or archaeological site be uncovered or discovered during the construction phase of this project, the Archaeological Chance Find Procedure will be applied in the attached Appendix 1.



Schedule B
Remuneration Schedule

The Contractor agrees the remuneration rates outlined below are inclusive of all duties, personnel, costs, charges etc. (excluding applicable taxes). The Regional District agrees to pay the Contractor at the remuneration rates as outlined below upon receipt of the Contractors invoice:

	PROJECT COST October 1, 2023 to September 30, 2024
Loftus Lake Fen Universal Trail Project Management and Construction	\$78,557.10

The Contractor’s detailed remuneration rates and costs are attached as Appendix 2 – Detail Project Costing and are not to exceed a **Total Project Cost of \$78,557.10**.

The Contractor must ensure that all invoices reflect the **Contract Number No. 2023-328-0131-01**. Failure to reference the Contract Number may delay payment and the Regional District will not be responsible for any late charges from this omission.

The Contractor must submit invoices within thirty days of the end of the month in which service is provided.

The remuneration rate(s) are all-inclusive and allow for any escalation of the Contractor’s costs. The Contractor will not be entitled to extra payment for escalation during the Term of this Agreement.

WORKSAFE BC:	802438	INSURANCE:	Special Risk Ins. Managers SR045006
GST/HST NUMBER:	N/A	PERFORMANCE SECURITY:	N/A



Schedule C

Proposal



Appendix 1
Archaeological Chance Find Procedure



Appendix 2

Detailed Project Costing

- Project Costing Updated: 2023 11 08