



VILLAGE OF ZEBALLOS

PO BOX 127

157 MAQUINNA AVE

ZEBALLOS, BC V0P 2A0

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Zeballos Village Office FireSmart Ramp

AGREEMENT made this _____ day of _____ A.D., 2024.

BETWEEN:

VILLAGE OF ZEBALLOS,

having its office at
157 Maquinna Ave,
Zeballos, BC V0P 2A0

(Hereinafter called the "Owner")

OF THE FIRST PART

AND

Contractor

having a place of business at 123
West St, City

Province of British Columbia,

(Hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Village of Zeballos has resolved to enter into a contract with the Contractor

relating to: *Installation of FireSmart Accessibility Ramp to the Village Office*

in accordance with the terms and conditions hereinafter set forth and as per Contractor's Proposed Scope of work, provided **DATE** (see attached).

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Scope of works:

A. Supply

The Contractor is to supply all materials and shipping of materials required for the proposed/agreed upon installation. This includes all equipment, tools, machinery and safety equipment necessary to complete the upgrade.

B. Install of upgrades

The Contractor is to complete the approved upon upgrades, including:

1. Design/Drawings

- Meet most current BC Building Code for accessibility compliance
- Meet recommended standards for FireSmart buildings
- Written approval by Zeballos staff

2. Site preparations

- Removal of existing structure
- Disposal at the Zeballos Landfill

3. Installation

- Manufacture structure as per approved drawings
- Installation to meet most current BC Building Code requirements

C. Extras

Any extra items of supply or install not defined in the contract will be approved by the Public Works Foreman **before** proceeding with supply and/or works.

All works, as specified in request for quote by Contractor will be completed within 90 days inclusive.

Unless severe weather or pending decisions on reasonable issues that arise are being reviewed by the Public Works Foreman, a 5% penalty of total contract price will be applied for every day in excess of the 90 days.

Contractor must notify Public Works Foreman in writing five (5) days in advance of start date. Start date must fall between November 04 – November 30, 2024.

Contractor must direct all concerns relative to the works to the Public Works Foreman in writing, verbal requests or concerns will not be accepted.

4. Interruption of Service

As the required work is for the entrance to the Village Office, safe access and egress by alternate means must be made available to customers and the public through the building's rear entrance or, alternatively the works to be completed after hours of service.

5. Costs:

The Village of Zeballos agrees to pay the Contractor for the satisfactory performance during the term of this contract, as follows:

Replacement of Village Office accessibility entrance	\$XX XXX.00
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Payment

Progress payments of up to 90% will be paid on the supply of goods purchased once they have arrived on site in an approved location in Zeballos and upon approval of the Public Works Foreman. The remaining 10% will be held back as a performance guarantee. Once the work commences the contractor will submit every 2-week progress invoices. All invoices will be paid upon the approval of the Public Works Foreman.

6. Cancellation of Contract

Should the Contractor fail to complete the contract or be in breach of the terms of this agreement, the performance guarantee shall be forfeited to the Village of Zeballos.

- (a) If the Contractor makes any assignment for the benefit of creditors, or becoming bankrupt or insolvent takes the benefit of or becomes subject to any Statutes that may be in force relating to bankruptcy or insolvent debtors, or if the Contractor assigns the Contract without the consent in writing of the Owner or if the Owner is of the opinion that the Contractor:
 - i) has abandoned the Contract, or;
 - ii) without reasonable cause has failed to commence the Works or has suspended operations without authority, or,
 - iii) has failed to proceed with the Works with due diligence, or,
 - iv) has failed to remove condemned materials or replace condemned workmanship, or,
 - v) is not executing the Works in accordance with the Contract, or,
 - vi) has sub-let the Works or part thereof in defiance of the Owner's instructions to the contrary, or,
 - vii) neglects or refuses to comply with the conditions of the contract,

then the Owner may, after giving five (5) days' notice in writing to the Contractor, enter upon the site of the Works and expel the Contractor there from without in any way releasing the Contractor from his obligations or liabilities under the Contract, and may himself complete the Works or may employ any other Contractor to complete the Works and such other agency may use as much of the construction plant, temporary works and materials which have deemed to become the property of the Owner under the provisions of the Contract as he/she or they may think proper and the Owner may sell any of the said construction plant and temporary works and apply the proceeds of sales in or toward the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

- (b) The Contractor may sublet portions of the work to other subcontractors provided that:
 - i) the owner is informed and approval is granted;
 - ii) the Contractor/subcontractor provides all necessary insurance/performance bonds, each of which is in the name of the owner.
- (c) This agreement is not a contract of employment. The Contractor is an independent Contractor, and nothing herein shall be construed to create a partnership, joint venture, or agency, and neither party shall be responsible for the debts or obligations of the other party.
- (d) The Village of Zeballos shall not be responsible for payment of any of the following:
 - i) Employment Insurance
 - ii) Workers Compensation
 - iii) Canada Pension Plan
 - iv) Income Tax
 - v) Health & Welfare Benefits
 - vi) Overtime
 - vii) Vacation Pay
 - viii) Licences
 - ix) Permits
 - x) Operation and maintenance of any equipment whatsoever used, rented, leased or owned by the Contractor in its business and the effective carrying out of this agreement.
 - xi) Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of the employee.

7. WorkSafeBC:

Site Safety

Within the Site, the Contractor has all the responsibilities of an “employer” under the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*.

- (a) The Contractor shall provide the Owner with proof of annual payment to the Workers Compensation Board upon request.
- (b) The Contractor must ensure that all Workers Compensation regulations are being adhered to throughout the entire works of the contract.
- (c) The Contractor must ensure that the work area during construction is closed to all pedestrian traffic.
- (d) The Contractor will continually assess, investigate and evaluate the Work and Site for potential hazards.
- (e) When leaving the worksite daily the contractor must ensure that the facility is safe and clean for all public.
- (f) The owner will not be expected to lengthen the contract or pay additional disbursements due to a review by the Worker’s Compensation Board or of the Occupational Health and Safety Regulation.

8. Insurance

(a) The Contractor shall indemnify and save harmless the Village of Zeballos from all fines, suits, proceedings, claims, demands or actions of any kind of nature or from anyone whomsoever arising or growing out of or otherwise connected with the performance of its covenants herein and shall, prior to the commencement of operations and thereafter at all times during the term of this agreement, at its own expense, keep in force by advance payment of premium a minimum of Two Million Dollars (\$2,000,000.00) with an insurance company acceptable to the Village of Zeballos, including the following:

- i) Comprehensive General Liability;
- ii) All premises, activities and operations;
- iii) Cross liability clause;
- iv) Products and completed operations;
- v) Owners and Contractors protective;
- vi) Contingent employee’s liability;
- vii) Occurrence basis property damage;
- viii) Broad form property damage;
- ix) Loss of use without prior property damage;
- x) Employees as insured’s;

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- xi) Attached machinery;
- xii) Blanket contractual;
- xiii) Non-owned automobile;
- xiv) Personal injury;
- xv) Environmental liability (accidental basis);
- xvi) Broad form loss of use;
- xvii) Automobile liability.

9. Agreement

- (a) This agreement may be terminated by the Village of Zeballos upon five (5) days' notice in writing in the event of the breach of the Contractor of any terms of this contract.
- (b) This agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties in respect of matters pertaining to this agreement prior to its execution and delivery.
- (c) This agreement may be submitted to arbitration as a result or any dispute or claims arising out of or relating to this agreement of the breach thereof, subject to the following:
- (d) The provisions of the Arbitration Act of British Columbia shall apply;
- (e) No one shall be appointed or act as arbitrator who has any interest financially or otherwise in the Plan or in the business or other affairs of either party;
- (f) This agreement shall ensure to the benefit of and be binding upon the parties hereto and upon their respective successors, heirs, administrators and assigns.
- (g) The work specified in this contract must be completed by November 30, 2024

IN WITNESS WHEREOF the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Signed at: _____ and at: _____

The Owner

The Contractor

Date

Date