



Recreation Sites and Trails BC

Minor Works Contract

MINISTRY CONTRACT NO.: RC13240014

PROJECT NAME OR NO.: Nanton Lake - Ireland Lake Portage Upgrade

THIS AGREEMENT dated for reference June 26th 2012.

FILE: 1720-20/RC13240014

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the MINISTER OF NATURAL RESOURCE OPERATIONS

AND

Strategic Forest Management
(the "Contractor", "you", or "your" as applicable) at the following address
321 - 1180 Ironwood St.
Campbell River, BC. V9W 5P7

Recreation Sites and Trails Branch
South Coast Recreation District

(the "Province", "we", "us", or "our" as applicable) at the following address:

4885 Cherry Creek Road
Port Alberni, BC V9Y 8E9

Telephone: Fax:

250 731 3024 250 731 3010

Email Address:

Jessica.McKierahan@gov.bc.ca

Ministry Representative: Jessica McKierahan

Telephone: Fax:
250-218-5775

Email Address:
Shaun.korman@sfrn.ca

Contractor Representative:
Corporate Business Number.

Shaun Korman

WorkSafe BC No. 872104

and/or POP No.:

In consideration of the payments hereinafter stipulated, the Contractor does hereby agree to provide, in accordance with the terms and conditions hereinafter set forth, all tools, equipment, labour, materials and services incidental to and necessary for the performance and execution of the following works:

ITEM NO.	DESCRIPTION OF WORKS TO BE PROVIDED	NUMBER OF UNITS	AGREED UNIT RATE (HST EXCLUDED)	TOTAL AMOUNT (HST EXCLUDED)
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- Complete works listed on attached Schedule A - Nanton to Ireland Prescription.
- Remove old boardwalk/bridges and place out of site of trail
- Construct bridges and boardwalk to wheelchair standard (1m width, ramp on and off, with small bull rails along the sides)
- Install culverts and filter fabric where prescribed and fill with a combination of local material and gravel delivered to portage entrance
- Widen the trail to 1m where trampling has occurred.
- Spread gravel along areas where water pooling is occurring
- Recycle anti-slip wire off boardwalks being removed to be used on these newly installed
- Ensure all work is to WCB regulations, Forest & Range Practices Act and to Recreation Sites and trails BC standards as provided
- Provided by the province: (fir stringers, cedar decking, culverts, filter fabric, gravel and helicopter costs (see Schedule A for specifications) all other supplies/equipment to be supplied by the contractor.

\$35,000.00

Total \$35,000.00

(hereinafter called the "Works")

WORK COMMENCING	Y	M	D	WORK COMPLETION	Y	M	D	DATE OF APPLICABLE TENDER (if any)	Y	M	D
	12	07	16		12	11	01				

TERMS AND CONDITIONS:

- You shall commence Works immediately upon the execution of the Contract by us or on the date herein specified, whichever is later, and shall complete same by the date indicated. Time shall be deemed to be material and of the essence of this Contract
- All Works hereunder shall be performed in a workmanlike manner, and unless otherwise specified you shall use only the best materials of their kind
- In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our servant, employee, partner, or agent of the Province. You must not act or purport to act contrary to this section.
- You shall not, without first obtaining our written consent, make any assignment or award any subcontracts for the performance and execution of the Works under this Agreement.
- You will not in any manner whatsoever, in relation to performing the Works, commit or purport to commit the Province to the payment of any money to any person, firm or corporation
- Holdback**
Contract payments may be subject to a ten (10) percent holdback for fifty-five (55) days after acceptance of the Works.
The holdback maintained under this clause may be forfeited in whole or in part for cause.
Interest will neither be charged nor paid for amounts withheld from payment under the provisions of this clause

ATTACHED SCHEDULES WHICH FORM AN INTEGRAL PART OF THIS CONTRACT:

SCHEDULE	TITLE
A	Nanton to Ireland Prescription

- Where the total value of this Agreement, in the aggregate, is less than \$5,000.00, the provisions contained in Clause 6 do not apply.
- ADDITIONAL CONDITIONS**
- Conflict**
You must not, during the term, provide any service to any person, firm or corporation in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your obligations under this Agreement and your obligations to the other person, firm or corporation.
- Regulations**
You shall keep yourself fully informed of and shall comply with all applicable municipal, provincial and federal legislation and regulations.
- Permits and Regulations**
You shall, at your own expense, obtain all required permits necessary to complete the Works. Upon request, you shall provide us with proof of having obtained such permits.
- Taxes**
You shall be responsible for payment of provincial, municipal or federal taxes in force during the progress of the Works

The parties hereto have duly executed this Agreement.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

(Authorized Ministry Expense Authority)

Jessica McKierahan

Dated this 27 day of June, 2012

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)

(Contractor or Authorized Signatory)

SHAUN KORMAN

Dated this 27 day of June, 2012

TERMS OF MINOR WORKS CONTRACT

8.5 WorkSafe BC Coverage

You shall comply with, and ensure all 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.

You shall, at your own expense, provide the necessary WorkSafe BC compensation coverage for yourself, all workers, shareholders, directors, partners, or other individuals employed or engaged in the performance of the Works and shall ensure all approved subcontractors obtain WorkSafe BC coverage.

If you or your subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, then you shall ensure you and your subcontractors apply for and maintain Personal Occupational Protection under the *Workers Compensation Act*.

You shall be responsible for and pay for all fines, assessments, penalties and levies made or imposed under the *Workers Compensation Act*.

For the purposes of the *Workers' Compensation Act*, you may be considered the "Prime Contractor", as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein.

8.6 Site

You have visited the site and are familiar with all conditions pertaining thereto.

8.7 Work Area

All Works is to be confined to "the area" as defined and/or ordered by the Province.

8.8 Indemnity

You must indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province 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, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.

8.9 Superintendence

You shall give efficient supervision to the Works, using your best skill and attention. You shall carefully study and compare all specifications and other instructions, and shall at once report to us any error, inconsistency or omission which you may discover, but you shall not be held responsible for their existence or discovery.

8.10 Personnel

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.

Notwithstanding the provisions contained in Clause 3, we may, from time to time, give you such instructions as we consider necessary in connection with the progression of the Works, but you will not be subject to our control in respect of the manner in which such instructions are carried out.

8.11 Wages

You shall promptly pay fair wages to all persons employed by you, and shall comply with all statutes respecting wages and the payment of wages and the requirements of any statutes applicable to contracts respecting work and public works and fair employment.

8.12 Substitutions

Where a "brand name" of supplies or materials is specified, no substitutions are allowed without our prior written approval.

8.13 Samples

Where samples of supplies or materials are requested, it shall be your duty to submit them to us prior to the delivery of such supplies or materials on the site. On acceptance of such supplies or materials, written approval will be given to you by us.

8.14 Inspection of Work

We shall at all times have access to the Works, and you shall provide proper facilities for such access and for inspection. If any Works shall be covered up without our approval or consent, it must, if so required by us, be uncovered for examination at your expense.

8.15 Defective and Damaged Work

At any time during the progression of the Works, and including a period of twelve months after the completion thereof, you shall rectify any defective or damaged Works to our satisfaction at your expense.

8.16 Clean-up

You shall at all times keep the site free from any accumulation of waste material or rubbish. Upon completion of the Works, you shall remove all rubbish from and about the site, and shall leave the Works "broom clean".

8.17 Change of Work

Additions to or deletions from work required to be done, materials supplied or things provided may be ordered in writing by us.

You agree not to plead verbal orders as an excuse or basis of claim in respect to any omission, deviation or extra work performed by you under this Agreement, unless such written order has first been received by you from us.

Where so ordered, you agree that such additions or deletions shall be at the rate herein specified or, where not specified, shall be at the rate agreed upon as set out in such orders.

8.18 Damages for Non-Completion

We may cancel the Agreement in case of your failure to comply with the terms and conditions of this Agreement.

Payment for Works completed prior to cancellation shall be made on the basis of the difference between the bid price and the cost of completing the Works covered by this Agreement, and you shall have no further claim to payment.

8.19 Non-Waiver

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.

8.20 Payment

If you comply with this Agreement, we must pay you for the Works in accordance with the prices tendered (excluding HST) and as stated herein. Progress payments may be made upon acceptance of the Works by us.

We will pay any applicable HST on fees payable. Invoices must show the calculation of any applicable HST on fees to be paid as a separate line item.

In order to obtain payment under this Agreement, you must submit written statements of account to us in a form satisfactory to us.

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to the provisions of the Financial Administration Act.

8.21 Appropriation

Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to this Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which such funds are required.

The Province, by executing this document, certifies that funding has been provided for the term herein specified during which the services are to be provided. Where the contract term exceeds single fiscal year, funding for second and subsequent fiscal periods are subject to appropriation.

8.22 Records to be kept by Contractor

You shall, in connection with this Agreement:

- establish and maintain accurate books of account and records (including supporting documents) to our satisfaction, and when requested, permit us, at any time during normal business hours, to copy and audit any one or more of the books of account or records (including supporting documents); and
- permit us, at all reasonable times, to inspect and copy any findings, data, specifications, drawings, working papers, reports, documents and material, whether complete or otherwise, that have been produced, received or acquired by you or your subcontractor as a result of this Agreement.

8.23 Confidentiality

You will treat as confidential and will not, without our prior written consent, disclose or permit to be disclosed or used, either before or after the expiration or sooner termination of this Agreement, any information supplied to, obtained by, or which comes to your knowledge or your subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement except if the disclosure is necessary to enable you to fulfil your obligations under this Agreement or to comply with applicable laws, or if it is information that is generally known to the public other than as a result of a breach of this Agreement.

8.24 Survival of Terms

All terms of this Agreement in our favour, and all our rights and remedies, either at law or in equity, survive the expiration or sooner termination of this Agreement.

9. MISCELLANEOUS

9.1 Interpretation

In this Agreement, wherever the singular or masculine is used it will be construed as if the plural or feminine or body corporate, as the case may be, had been used where the context or the parties hereto so require.

9.2 Governing Law

This Agreement will be governed by, and interpreted and construed in accordance with, the laws in British Columbia.

9.3 Notice

Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- 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
- 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
- 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
- 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.

9.4 Assignment

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 9.3 or any other method agreed to by the parties.

9.5 Amendment

No change to the Agreement shall be effective unless the change is in writing, is signed by both Parties, and is in the form of an amending document, namely, an FS600 Modification Agreement form, or in such other standard form of a similar nature that we may provide from time to time.

Schedule A - Nanton to Ireland Portage Prescription (RC12240-014)

Nanton to Ireland Portage Prescription

Crossing # 1 (0 + 013.3)	Remove boardwalk bridge, replace with 400mm culvert, filter fabric + gravel
Crossing #2 (0 + 074.8)	leave as is
Crossing #3 (0 + 141.6)	Remove boardwalk bridge, replace with 6m span (lower)
Crossing #4 (0 + 226.6)	Remove boardwalk bridge, replace with 4m span
Boardwalk #13 (0 + 248 to 0 + 288)	Remove boardwalk, replace with (5) 6" culverts, filter fabric + gravel
Boardwalk #14 (0 + 353 to 0 + 368)	Remove boardwalk, replace with (2) 6" culverts, filter fabric + gravel
Beaver Main	
Crossing #5 (0 + 033)	Remove boardwalk bridge, replace with 6m span
Crossing #6 (0 + 269)	Leave bridge - reinforce with 2 supports
Boardwalk #1 (0 + 441 - 0 + 472)	Remove boardwalk, replace with 31m of new boardwalk
Crossing #7 (0 + 503)	Remove boardwalk bridge, replace with 4m span
Boardwalk #2 (0 + 603 - 0 + 681)	
Crossing #8 (0 + 603)	Remove boardwalk, replace with 5m span
Crossing #9 (0 + 615)	leave as is
Crossing #10 (0 + 627)	leave as is
Crossing #11 (0 + 636)	leave as is
Crossing #12 (0 + 642)	leave as is
Crossings #13 - 15 (0 + 654 - 0 + 672)	Remove boardwalk, replace with 18m of new boardwalk
Crossing #15 (0 + 672 - 0 + 681)	Move 9m of boardwalk back into place and support
Boardwalk #3 (0 + 694 - 0 + 720)	
Crossing # 16 (0 + 694)	Remove bridge and replace with 400mm culvert, filter fabric + gravel
Crossing #17 - 19 (0 + 702 - 0 + 716)	Remove boardwalk, replace with 14m of new boardwalk
Boardwalk #4	Remove and swale
Crossing #20 (0 + 825)	Remove boardwalk bridge, replace with 6m span
Crossing #21 (0 + 855)	leave as is
Boardwalk #5 (1 + 136 - 1 + 157)	Remove boardwalk, replace with 6" culvert, filter fabric + gravel
Crossing #22 (1 + 224)	leave as is
Crossing #23 (1 + 334)	Remove boardwalk, replace with 600mm culvert, filter fabric + gravel
Boardwalk #6 (1 + 371 - 1 + 383)	Remove boardwalk, replace with 6" culvert, filter fabric + gravel
Boardwalk #7 (1 + 401 - 1 + 418)	Remove and swale

Crossing #24 (1 + 418)	Remove boardwalk, replace with 400mm culvert, filter fabric + gravel
Boardwalk #8 (1 + 475 - 1 + 506)	Remove 31m of boardwalk, replace with 6" culvert, filter fabric and gravel in first 10m
Crossing #25 (1 + 469)	Remove boardwalk, replace with 15m of new boardwalk
Boardwalk # 9 (1 + 531 - 1 + 580)	Remove boardwalk replace with (2) 6" culverts in first 15m, 20m boardwalk still good, 6" culvert at end
Boardwalk #10 (1 + 601 - 1 + 610)	Remove boardwalk, replace with 6" culvert, filter fabric + gravel
Boardwalk #11 (1 + 661 - 1 + 674)	Remove boardwalk, replace with (2) 6" culvert, filter fabric + gravel
Boardwalk #12 (1 + 681 - 1 + 698)	Remove boardwalk, replace with (2) 6" culvert, filter fabric + gravel

Materials provided by province:

150ft of 6" culvert pipe - will need to be cut to 6ft lengths - delivered to staging area
3 - 400mm culverts - cut to length, delivered to portage entrance on Beaver main
1 - 600mm culvert - delivered to portage entrance on Beaver main
10 loads of gravel delivered to start of portage at Beaver Lake Main
Cedar decking - will arrange helicopter drops at various points along portage
Fir Stringers (3" x 10") - will arrange helicopter drops at various points along portage
Filter fabric - two rolls of 109m, 7ft wide, will need to be cut to required lengths, delivered to staging area

All other supplies/equipment to be supplied by contractor