



# REQUEST FOR PROPOSALS

## CAYOOSH CREEK CAMPGROUND OPERATION AND MAINTENANCE

PROJECT NUMBER CC 2023-001

**Issue Date: October 19, 2023**

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# 1. Introduction

## 1.1. General

The District of Lillooet (the 'District') owns, operates, and maintains the Cayoosh Creek Campground (the 'Campground') within its municipal boundaries. The District is soliciting proposals from qualified, bondable Contractors with demonstrated expertise in campground and facility maintenance to operate and maintain the Campground. The District will only enter into one independent contract and will not consider separate contracts for individual services.

The general scope of work to be considered under the terms of this Request for Proposals (the 'RFP') is outlined in Schedule A – Scope of Work.

Historically, the Campground is open from mid April to mid October. The District will notify the Contractor of the specific opening and closing dates no later than thirty (30) days prior to the planned opening date each year. Note that the Contractor will need to be onsite two weeks before Campground opening and two weeks after Campground closing to allow for preparation for the opening and final cleanup after the closing of the Campground.

The District is exploring the possibility of opening the Campground year-round. Schedule C – Proposal Form – Year-Round Operation has been included in this RFP. Proponents should complete this Schedule outlining their Proposed Fees for the 'off-season' should they wish to be considered for this option. Proponents who complete Schedule C may receive preference from the District in the evaluation of their Proposal.

Note as well that construction may be continuing this year for various upgrades and additions to the campground. The construction schedule will be shared with the operator to allow for coordination of any temporary closures of active areas of construction.

# 2. Instructions to Proponents

## 2.1. Registration of Contractors

Interested Contractors are required to register with the Interim Chief Administrative Officer to ensure that they receive any Addenda. Proposals submitted in response to this RFP from parties who have failed to register may be rejected and returned unopened.

## 2.2. Not a Tender

This RFP is not a tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to Contract and it is not an offer to Contract made by the District.

By this RFP, the District reserves the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select and shortlist Contractors, or attempt to negotiate a Contract with the Contractor that the District considers the most preferable.

### **2.3. Local Conditions**

It is the Contractor's responsibility, either personally or through a representative, to examine the Campground to determine local conditions and all matters pertaining to the Work. The Contractor is fully responsible for obtaining all information necessary for the preparation of their Proposal. By submitting a Proposal, the Contractor is confirming that they have examined the Campground, or that they have specifically elected not to do so. No additional payment will be claimable or due because of difficulties experienced by the Contractor relating to any condition which was reasonably foreseeable by a Contractor qualified to undertake the Work.

### **2.4. Contract Documents**

Contractors shall carefully examine the Contract Documents and shall fully inform themselves as to all existing conditions and any limitations that may affect the execution of the Work. No consideration will be given, after the submission of a Proposal, to any claim that there was any misunderstanding with respect to the terms and conditions imposed by the Contract Documents.

### **2.5. Submission of Proposals**

The Proposal shall be submitted to:

Joni L'Heureux  
Interim Chief Administrative Officer  
615 Main Street, PO Box 610  
Lillooet, BC V0K 1V0  
Email: [cfo@lillooet.ca](mailto:cfo@lillooet.ca)

Proposals are to be submitted on or before 2:00 pm local time, Wednesday, November 15, 2023 (the 'Closing Time and Date'). Proposals received after the Closing Time and Date will not be considered and will be returned to the Contractor unopened.

The Proposal shall be submitted on the attached Proposal Form as outlined in Schedule 'B' and include:

- a) a letter of introduction,
- b) the Contractor's legal status and business address,
- c) proof that the Contractor and Contractor's employees are bondable,
- d) a description of all relevant contracts that the Contractor performed which are consistent with the Scope of Work required in this Proposal,
- e) a summary of the Contractor's experience and knowledge required to perform the basic tasks outlined in the Scope of Work,
- f) a list of three (3) relevant references,
- g) a list of any proposed subcontractors,
- h) the proposed Contract Fee,
- i) signatures of a duly authorized official and, in the case of a Corporation, be sealed with the Corporate Seal.

The cover of the Proposal envelope shall include the name and address of the Contractor, the Project Number **CC 2023-001**, and be clearly marked “**Cayoosh Creek Campground Operation and Maintenance**”.

Written amendments to a Proposal will be permitted if they are received no later than twenty-four (24) hours prior to the Closing Date and Time and are endorsed by the same parties who signed and sealed the original Proposal. All amendments shall include the name and address of the Contractor, the Project Number **CC 2023-001**, and be clearly marked “**Cayoosh Creek Campground Operation and Maintenance**”.

The Proponent takes full responsibility for the risk that any Proposals or inquiries may not reach the intended recipient when sent by email. The District will reply by email to confirm receipt of all submitted proposals received. If no confirmation from the District is received, the Proponent is encouraged to ensure the email was sent to the correct email address (above) and/or call 250-256-4289 to ask the Interim Chief Administrative Officer if it was received.

## **2.6. Addenda**

A Proponent must immediately notify the District if they find discrepancies or omissions in the RFP Documents or if they have any doubt as to the meaning or intent of any part of the RFP Documents.

Every request for an interpretation shall be made by e-mail, clearly marked as **Cayoosh Creek Campground Operation and Maintenance RFP**, and addressed to:

Joni L’Heureux  
Interim Chief Administrative Officer  
Email: [cfo@lillooet.ca](mailto:cfo@lillooet.ca)

All responses to queries regarding this RFP will be made by the Interim Chief Administrative Officer, or designate, in a form of a written addendum.

The District will not be responsible for or be bound by any verbal instructions, interpretations, or explanations issued by its officials, employees, agents, successors, or assigns.

All addenda will become a part of the Contract Documents. Proponents must acknowledge receipt of all addenda in their Proposal.

Addenda may be issued up to 48 hours prior to the Closing Date and Time. After this time the RFP will be considered complete, and no further Addenda will be issued.

## **2.7. Acceptance or Rejection of Proposals**

The District reserves the right to:

- consider and analyze Proposal submissions,
- meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions,
- negotiate any changes, amendments, or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals,

- cancel this RFP at any time without incurring liability to any Proponent;
- reject any or all Proposals,
- accept any Proposal whether complete or not,
- not accept the Proposal with the lowest Contract Fee, and
- alter any aspects of this RFP.

A Proposal may be rejected for reasons that include, but are not limited to, the following:

- the District considers a Proposal not in the District's best interest,
- the District deems that the Proponent has not allotted sufficient staff or hours of work to perform the Work in accordance with the Contract Documents,
- incomplete, conditional, or non-compliant submissions,
- obscure or irregular erasures or alterations,
- omitted or unbalanced prices,
- insufficient or irregular guarantees,
- insufficient evidence of qualifications, experience, financial stability, or capacity to perform the Work, or
- sub-standard performance of similar Work.

The District will notify the successful Proponent through the issuance of a formal written 'Notice of Award'.

## **2.8. Validity Period**

Proposals shall remain valid and irrevocable for 45 days after the Closing Date and Time.

## **2.9. Contract**

The successful Proponent will be required to enter into the Cayoosh Creek Campground Operation and Maintenance Contract, as attached in Schedule 'D'. The General Conditions outlined in Schedule 'E' will apply.

## Schedule 'A' - Scope of Work

The District of Lillooet is requesting Proposals from qualified, bondable Contractors for the Cayoosh Creek Campground Operations and Maintenance Contract. The Work shall take place seven (7) days a week including weekends and statutory holidays. The following outlines the scope of work required to be performed by the Contractor.

### The Contractor shall:

1. Maintain a residence (trailer, motorhome, mobile home, etc.) at the Campground and, when the Campground is open, permanently reside at the Campground each year from two weeks before Campground opening until two weeks after Campground closing. The District will provide, at no cost to the Contractor, a Site including the provision of power, water, and sewer. Should the Contractor wish to reside at the Campground during the period the Campground is closed, a separate fee must be negotiated at least six weeks prior to Campground closing, otherwise, the residence must be removed from the Campground within two weeks after Campground closing.
2. Clean and perform maintenance work on the grounds, camp sites, and washrooms in the two (2) weeks immediately prior to the opening of the Campground.
3. Clean and perform maintenance work on the grounds, camp sites, and washrooms in the two (2) weeks immediately after the closing of the Campground.
4. Advise campers, when questioned, that the Contractor is an independent contractor and is not an employee or agent representing the District.
5. Perform the Work between the hours of 8 am and 7 pm, so as not to interrupt the camper's enjoyment and rest.
6. Monitor Campground users for proof of payment.
  - 6.1. All fees are to be collected by the Contractor and sent to the REC Centre office at least weekly. During the peak season, fees should be sent to the District at least twice weekly.
  - 6.2. Many transactions are paid by cash. The Contractor is responsible for providing a float of sufficient size to provide the anticipated change requirements for any given day.
  - 6.3. Shortages in the float at the end of the day are at the expense of the Contractor.
  - 6.4. Be responsible for the Point-Of-Sale (POS) machine while the Campground is open and return it to the REC Centre office within two weeks of the Campground closing.
  - 6.5. Monitor services like sani-dump, water fill up and shower usage to ensure fees are collected prior to use.
  - 6.6. Issue permits and collect fees for boat launch.
7. Perform the following daily maintenance, including but not limited to:
  - 7.1. Checking emails and phone messages and being responsible for reservations,
  - 7.2. Ordering and stocking of supplies with prior approval of the Chief Administrative Officer, or designate. The cost of any authorized supplies will be reimbursed by the District upon the submission of actual receipts.
  - 7.3. Cleaning washrooms, including but not limited to, toilets, sinks, floors, showers, mirrors, walls, and stalls,

- 7.4. Watering and moving of water hoses when sprinklers are in use,
  - 7.5. Cleaning refuse from all camp sites and fire pits,
  - 7.6. Emptying garbage cans and transferring garbage to the Campground dumpster,
  - 7.7. Arranging for the dumpster to be emptied when required,
  - 7.8. Advising the Public Works Department when the sani-dump is nearing capacity and needs to be emptied.
  - 7.9. Monitoring the filter for the sprinkler system and changing the filter when required.
8. Perform the following weekly maintenance:
    - 8.1. Cutting and trimming of grass areas using their own equipment,
    - 8.2. Minor maintenance of sprinkler system,
    - 8.3. Weed trimming around trees, fences, poles, buildings, and any other areas where weed growth is prevalent using their own equipment,
    - 8.4. Pruning of any shrubs or small trees that are interfering with the enjoyment of campers or pose a risk to public safety using their own equipment.
9. Prepare and submit weekly reports in a format acceptable to the District. Reports must be received at the REC Centre office by each Wednesday for the previous week ending on Saturday, and include information regarding the following:
    - 9.1. Fees collected on a daily basis, showing the services for which payment was received, using the schedule of fees as set out in District of Lillooet Fees & Charges Bylaw 2021-003, Schedule 6 – Campground Fees.
    - 9.2. Number of sites occupied on a daily basis in each category (serviced, unserviced, monthly) and services used such as sani-dump or showers.
    - 9.3. Any requirements for supplies or forms.
    - 9.4. Any requirements for repairs outside the Contractor’s scope,
    - 9.5. Reports of damages, vandalism, or emergencies
10. Work with sturgeon fishing guides and non-commercial fishers to maintain access to boat launch area as set out in District of Lillooet Policy RC.02 (C) - Boat Launch. This includes issuing permits for using the boat launch and collecting fees as set out in District of Lillooet Fees & Charges Bylaw 2021-003, Schedule 6 – Campground Fees, as amended from time to time.
11. Clean and maintain all site signage and poster boards as required.
12. Repair or unclog any drains, toilets, taps and fixtures and repair picnic tables and campground equipment. Supplies required for repairs will be paid for by the District but must be approved by the Interim Chief Administrative Officer, or designate, prior to purchase.
13. Control and mitigate any hazards that could jeopardize the safety of the public by immediately notifying the Public Works Department.
14. Support and attract tourism to the District by acting in a professional manner and being good ambassadors for the District and by directing campers to the Information Centre for tourist information.
15. The District will consider allowing the Contractor to establish a concession selling snacks, small toiletries, first aid materials and firewood. The Contractor must provide a list of items to be sold and



their selling price to the District for approval and must have the District's express written approval for the proposed location. The Contractor is solely responsible for procuring and selling these items. This is independent of the Campground contract and the District's POS machine must not be used for these sales.

16. The District currently has an agreement in place with the Lillooet & District Chamber of Commerce (the "Chamber") who are assisting the District in providing visitor experience services in exchange for the use of the Campground cabin / office building. The Contractor will work with the Chamber as necessary to coordinate services for the visitors of the Campground.

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End of Schedule A  
CC 2023-001  
Cayoosh Creek Campground – Operations and Maintenance

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# Schedule 'B' - Proposal Form

Checklist of requirements – attach additional pages as required.

Letter of introduction is attached

Contractor status and address

Company or Individual Name: \_\_\_\_\_

Type (individual, corporation, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Description of all similar contracts previously performed

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Summary of experience and knowledge

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\_\_\_\_\_

References

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of subcontractors (if applicable)

Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Contract Fees

The Contractor must provide Rates for each of the items specified in Table 1 below. The rates shall be all inclusive and include, but not be limited to, all materials, labour, equipment and all applicable taxes and levies, excluding GST, required to complete the Contract.

Table 1

Description of work	Unit	Unit cost (A)	Estimated units (B)	Total cost (A x B)
Clean and perform maintenance work on the grounds, camp sites and washrooms prior to the opening of the Campground	Week		2	
Perform Scope of Work as outlined in Schedule 'A'	Week		26	
Clean and perform maintenance work on the grounds, camp sites and washrooms immediately after the closing of the Campground	Week		2	
<b>GRAND TOTAL</b>			<b>30</b>	<b>\$</b>

Authorized signatories

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Date Signed

\_\_\_\_\_

Date Signed

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End of Schedule B  
CC 2023-001  
Cayoosh Creek Campground – Operations and Maintenance

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# Schedule 'C' - Proposal Form - Year-Round Operation

Proposed Contract Fees for Year-Round Operation

Should the District elect to have the Campground open year-round, the Proposed Contract Fee below would be in addition to the Proposed Contract Fee from Schedule B, excluding the Proposed Contract Fee for cleaning and maintenance prior to the opening and after the closing. For clarity, the Proposed Contract Fees in the table below should be for the period from approximately mid October to approximately mid April of each year.

Table 2

Description of work	Unit	Unit cost (A)	Estimated units (B)	Total cost (A x B)
Perform Scope of Work as outlined in Schedule 'A' from approximately mid October to mid April	Week		26	

Authorized signatories

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Date Signed

\_\_\_\_\_

Date Signed

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End of Schedule C  
 CC 2023-001  
 Cayoosh Creek Campground – Operations and Maintenance

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# Schedule 'D' - Cayoosh Creek Campground - Operations and Maintenance Contract

Project Number CC 2023-001

THIS CONTRACT made in duplicate and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

## **BETWEEN:**

The District of Lillooet  
PO Box 610  
615 Main Street  
Lillooet, BC V0K 1V0

(hereinafter referred to as the "District")

## **AND:**

[CONTRACTOR NAME]  
[CONTRACTOR COMPANY]  
[CONTRACTOR ADDRESS]

(hereinafter referred to as the "Contractor")

**NOW THIS CONTRACT WITNESSETH** that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

### **1. Contract Description**

The Work for which this Contract pertains to is titled the Cayoosh Creek Campground Operations and Maintenance Contract.

### **2. Contract Documents**

The Contract Documents, in order of precedence, for which this Contract pertain are:

- Schedule 'D' – Cayoosh Creek Campground – Operations and Maintenance Contract
- Schedule 'E' – General Conditions
- Schedule 'A' – Scope of Work
- Schedule 'B' – Proposal Form
- Schedule 'C' – Proposal Form for Year-Round Operations
- Schedule 'F' – Addendum Format
- Instructions to Proponents
- The Contractor's Proposal

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

### **3. Successors or Assigns**

This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

#### 4. Applicable Laws

This Contract shall be governed by the laws of the Province of British Columbia.

#### 5. Waiver

The waiver by the District of any breach of this Contract by the Contractor, shall not require, nor be construed to require, the District to waive any subsequent breach of the same condition, covenant, or obligation.

#### 6. Indemnification

The Contractor shall indemnify and save harmless the District, its elected officials, officers, agents, servants, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them and the District, by reason of any act or omission of the Contractor, their agents, employees, or subcontractors in the execution of the Work and shall pay any and all legal or other costs incurred by the District as a result of such act or omission.

The Contractor hereby waives all rights of recourse against the District, its elected officials, officers, agents, servants and employees with regard to damage to the Contractor's property.

#### 7. Entire Contract

This Contract constitutes the sole and entire Contract between the District and the Contractor relating to the Work and completely supersedes and abrogates any prior Contracts existing between the District and the Contractor whether written or oral.

#### 8. Notification

All Notices shall be in writing.

Notices between the parties shall be considered to have been received by the addressee:

- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
- within one working day if sent by email;
- within five working days if sent by mail or fax.

Notices must be sent to the following addresses:

the **District of Lillooet** at

PO Box 610, 615 Main Street  
Lillooet, BC V0K 1V0  
Telephone: (250) 256-4289  
Fax: (250) 256-4288  
Email: cfo@lillooet.ca

the **Contractor** at

[CONTRACTOR NAME]  
[CONTRACTOR COMPANY]

[CONTRACTOR ADDRESS]  
[CONTRACTOR PHONE]  
[CONTRACTOR EMAIL]

**IN WITNESS WHEREOF** the parties have executed this Contract on the day and year written above by their officers or persons duly authorized to execute on their behalf.

**DISTRICT OF LILLOOET** by its authorized signatories:

_____	_____
Print Name	Print Name
_____	_____
Signature	Signature
_____	_____
Date Signed	Date Signed

**CONTRACTOR** by its authorized signatories:

_____	_____
Print Name	Print Name
_____	_____
Signature	Signature
_____	_____
Date Signed	Date Signed

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End of Schedule D  
CC 2023-001  
Cayoosh Creek Campground – Operations and Maintenance

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## Schedule 'E' - General Conditions

### Definitions

In the Contract Documents, unless the context requires otherwise,

1. 'Campground' means the Cayoosh Creek Campground located at 100 Cayoosh Creek Road, Box 610, Lillooet, B.C., V0K 1V0 and includes all campsites, glamping sites (if complete), the office/cabin, and the washroom facilities.
2. 'Contract Documents' means the documents outlined in Schedule 'D', Clause 2.
3. 'Contract Fee' means the Grand Total rate as outlined in Schedule 'B' – Proposal Form.
4. 'Contractor' means the individual, firm, co-partnership, or corporation retained by the District to perform the Work in accordance with the Contract Documents.
5. 'Contractor's Superintendent' means the Contractor's on-site representative who is responsible on a daily basis to ensure the Work is completed in accordance with the Contract Documents.
6. 'District' means the Corporation of the District of Lillooet.
7. 'District's Representative' means that person or persons appointed by the District to manage and administer the Contract.
8. 'Equipment' means anything and everything, except persons and material, used by the Contractor in the performance of the Work.
9. 'Person' means an individual, a body corporate, a firm, partnership, association, or any other legal entity or an employee or agent thereof.
10. 'Scope of Work' means the works and services as outlined in Schedule 'A' – Scope of Work
11. 'Work' means all materials, labour, equipment, or other ancillary items required by the Contractor to complete the Work, in accordance with the Contract Documents and at no cost to the District. This includes, but is not limited to, trucks, mowers, weed eaters and trimmers, ground maintenance equipment, and garbage bags. In addition, this includes any concession items or firewood should the Contractor choose to supply, and the District choose to approve.
12. 'Boat Launch' means the property located on the campground that allows access, through a chain or gate, to the adjacent section of the Fraser River beach commonly used by boaters and fishers to launch and their boats and watercraft into the Fraser River.

### Notice to Proceed

13. The District will issue a formal Notice to Proceed.
14. The Contractor must commence the Work on the date specified in the Notice to Proceed.

### Term of Contract

15. The term of this contract shall be for three (3) years beginning at a date to be agreed between the Contractor and the District, with an option for two (2) one (1) year extensions upon mutual agreement between the parties.

### Changes to the Scope of Work

16. Where the District requests the Contractor to provide Work that the Contractor considers is not included in the original Scope of Work, the Contractor must notify the District that a change order will be required.
17. The District shall not be required to pay for any Work not included in the Scope of Work unless the District approves a Change Order prior to the Contractor performing the Work.



## **Payment**

18. The Contract Fee shall be firm, expressed in Canadian currency, and shall be all inclusive for the Work. GST, if applicable, shall be in addition to the Contract Fee.
19. Invoices will be submitted by the Contractor to the District on a monthly basis.
20. The District will pay the Contractor within 30 days from the date the Contractor submits an invoice for payment.
21. The District may request the Contractor to submit, at no cost to the District, with any invoice, a Statutory Declaration or other proof, that there are no outstanding costs, assessments, liens, or claims against the Contractor or against the District's property arising out of or in connection with the Work.

## **Taxes, Tariffs, and Duties**

22. The Contractor is responsible for all taxes, tariffs, and duties applicable to labour, Work, and equipment and these taxes, tariffs, and duties shall be included in the Contract Fee. Notwithstanding, GST shall be billed as a separate item.

## **Payment Withheld**

23. The District may withhold or nullify the whole or part of any payment to the extent necessary to protect themselves from loss due to one or more of the following:
  - 23.1. the Contractor is not performing the Work to the satisfaction of the District;
  - 23.2. unsatisfactory Work is not being remedied;
  - 23.3. there is an affidavit, claim of lien, or lien filed against the Campground, or reasonable evidence of the probable filing of an affidavit, claim of lien, or lien;
  - 23.4. the Contractor is failing to make prompt payments to anyone employed by the Contractor in connection with the Work; or
  - 23.5. an unsatisfied claim exists for damages caused by the Contractor in connection with the Work.
24. Where subcontractors or suppliers of material are not receiving prompt payment, the District may deduct the amount of such payments from amounts otherwise due to the Contractor and will, if deducted, hold these funds in trust until such time as the Contractor has resolved the issue to the satisfaction of the District. Should there be do amounts otherwise due to the Contract, the District will deduct the amount from the Security held from the Contractor.

## **Inspection of Work**

25. The District's Representative may, at any time, enter the Campground to inspect the Work and to ensure the Work is being performed in accordance with the Contract Documents.
26. The District is not required to make inspections. Inspections made by the District do not relieve or release the Contractor from being responsible for the supervision of its operations under this Contract, from making its own inspections, and for ensuring the Work is being performed in accordance with the Contract Documents.

## **Supervision and Labour**

27. The Contractor shall provide a competent Superintendent. The Superintendent shall represent the Contractor, and, in the Contractor's absence, directions given to the Superintendent from the District's Representative shall be held to be given to the Contractor.

## **Subcontractors**

28. The District has the right, without any liability to the District, to reject any proposed subcontractor and to require the Contractor to substitute another subcontractor that is acceptable to the District.

29. Subcontractors approved by the District shall not be changed without the written consent of the District.

### **Wages and WorkSafeBC**

30. The Contractor, by signing this Contract, is agreeing in writing to be the Principal Contractor and agrees to perform all the duties and responsibilities of the Principal Contractor as set out by WorkSafe BC Occupational Health and Safety Regulation, as amended from time to time. The duties and responsibilities of the Contractor are in addition to any other duties and responsibilities normally required of a Contractor by WorkSafeBC.
31. Prior to the Commencement Date, the Contractor shall provide the District with written confirmation from WorkSafeBC that the Contractor is complying with the BC Workers' Compensation Act, including payments of assessments due.
32. Within five business days of a request by the District, the Contractor will provide the District with an updated WorkSafeBC confirmation of compliance as required in Article 31.

### **Certificates of Insurance and Bonding**

33. The Contractor shall provide, maintain, and pay for the following insurance policies with insurers licensed in British Columbia, providing coverage to the Contractor and any subcontractor performing Work provided by this Contract.
34. By April 1 of each year throughout the term of the Contract, the Contractor will provide the District with a letter from their insurance provider(s) stating that their coverage meets or exceeds the requirements of this section.
- 34.1. **Comprehensive General Liability Insurance**  
The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than \$5,000,000 inclusive per occurrence for property damage, personal injury, bodily injury, death, any liability assumed under this contract, and any other damages it may suffer while performing the Work in accordance with the Contract Documents.
- 34.2. **Automobile Liability Insurance**  
The Contractor shall provide and maintain a minimum of \$5,000,000 liability insurance in respect of owned, non- owned, leased, rented, licensed, and unlicensed vehicles or equipment used in performance of this Contract.
- 34.3. **Additional Insurance Requirements**  
The Contractor shall name the District of Lillooet as an additional insured on all policies and must provide the District with copies of all insurance certificates prior to April 1 of each year throughout the term of the contract.
- 34.4. **Bonding**  
The Contractor and all the Contractor's employees must be bondable and proof of bonding must be provided to the District each year prior to the opening of the Campground.

### **Security**

35. Prior to the Commencement Date, a Security shall be deposited with the District in accordance with the District's Security Policy.
36. The amount of the security shall equal the equivalent of 10% of the Grand Total Contract Fee from Schedule B.

37. No interest shall be paid to the Contractor for the Security held by the District.
38. The Security, or the portion remaining after any reductions, will be returned to the Contractor within fourteen (14) days of the completion or Section 39, but no later than six (6) months after the expiry or early termination of this Contract.
39. If the Contractor fails to observe, perform, or keep any of the provisions of this Contract to be observed, performed, or kept by the Contractor, the District may at its sole discretion and without prejudice to any other right or remedy available to the District rectify the failure of the Contractor at the Contractor's expense and without limiting the generality the foregoing may:
  - 39.1. Do or cause to be done through its servants, contractors, and others, all such things as may be required to fulfill the obligations of the Contractor,
  - 39.2. Make any payments required to be made for and on behalf of the Contractor, and for such purposes may without notice or limitation deduct from the Security all costs, and expenses incurred, payments and expenditures made, and monies due and owing to the District, including an administrative fee payable to the District in the amount of 15% of the costs incurred to arrange services through any other means.
40. The requirements for security as outlined in Sections 35 through 39 may be deemed, at the complete discretion of the District, as not required.

#### **Removal of Liens**

41. The Contractor shall immediately remove, at their own expense, all liens filed or registered against the Campground.

#### **Laws, Bylaws, and Permits**

42. The Contractor shall, at their own expense, procure all permits, certificates, and licenses required by law for the execution of the Work.
43. The Contractor shall comply with all provincial laws, federal laws and bylaws of the District.

#### **Bankruptcy or Default by Contractor**

44. If the Contractor:
  - is adjudged bankrupt; or
  - makes a general assignment for the benefit of creditors due to insolvency; or
  - has a receiver appointed because of his insolvency,the District may, without prejudice to any other of the District's rights or remedies, give the Contractor, the receiver, or the trustee written notice and terminate the Contract.
45. If the Contractor fails to perform the Work in accordance with the Contract Documents, the District may provide written notice informing the Contractor that he is in default of his contractual obligations and instruct the Contractor to correct the default within five days, or such other longer specified time as outlined in the notice.
46. If the Contractor fails to correct the default within the time specified, the District may, without prejudice to any other of the District's rights or remedies,
  - correct the default and deduct the District's direct costs from any payment owing to the Contractor or any security held by the District; and/or
  - deduct any portion of the remaining Work from the Contract; or
  - terminate the Contract.

## **Dispute Resolution**

47. The District shall be the interpreter of the requirements of the Contract.
48. In the event of any Dispute, which shall be any disagreement or misunderstanding between the District and the Contractor after initial attempts at resolution, either party may provide the other with a written summary of the Contract question at issue and the redress sought. Within fourteen calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.
49. If a party does not provide any written response to the written communication issued as per the foregoing, the communication will be deemed to have been accepted by the receiving party.
50. If there is an exchange of communication and issues remain unresolved, both parties shall:
  - 50.1. make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
  - 50.2. provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
51. If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute may be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be in Lillooet, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
52. The Contractor shall not delay any of the Work on account of or during any dispute, negotiation, or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

## **Termination Notice**

53. A termination notice shall be in writing, delivered by hand or by registered mail, and specify the date the Contract will be terminated and the date the Contractor must vacate the place of Work. Termination notice must be a minimum of thirty (30) days unless the termination is due to fraud, dishonesty, bankruptcy, default, or other significant issue that irrevocably damages the relationship between the District and the Contractor.
54. Notwithstanding the forementioned termination notice period of thirty (30) days, the District may terminate the Contract with two (2) days notice up to and including May 15, 2024.

## **Remedies**

55. On any early termination of the Contract by the District:
  - 55.1. The District shall pay to the Contractor the money owing to them, minus the District costs, under this Contract to the date of termination and upon such payment being made the District shall have no further obligation to the Contractor under this Contract; and
  - 55.2. If the Contractor's right to perform the Work is terminated in accordance with the provisions of the Contract, the District shall not be liable to the Contractor for any damage or loss, including economic loss, sustained, or suffered by the Contractor as a result of any action taken by the District.

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End of Schedule E  
CC 2023-001  
Cayoosh Creek Campground – Operations and Maintenance

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# Schedule 'F' - Addendum Format

**ADDENDUM NO. X**

to the

Cayoosh Creek Campground Operations and Maintenance Contract

[DATE]

The District of Lillooet and [CONTRACTOR] (the 'Parties') hereby agree to and confirm the following:

1. [AMENDMENTS]

**DISTRICT OF LILLOOET**

by its authorized signatories:

\_\_\_\_\_  
Authorized Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Position

\_\_\_\_\_  
Signature

**[CONTRACTOR]**

by its authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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End of Schedule F  
CC 2023-001  
Cayoosh Creek Campground – Operations and Maintenance

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