



School District No.59 (Peace River South)

Contract term: October 14, 2024 to July 31, 2027

Services to be provided:

To provide snow clearing and ice control services at Tumbler Ridge Elementary and Secondary Schools.

Snow clearing shall be done with snow accumulation reaching three (3) inches or as requested by School District Administration. Precautions shall be taken when operating equipment around and on school district property with students, parents, staff, and public entering and exiting the property at all hours of the school day, and occasionally on weekends.

Excessive snow piles shall be avoided. Inspection of snow piles by the contractor is mandatory prior to commencement of each snow clearing to ensure safety of students.

In regard to treatment of ice areas and hard snow pack, it is agreed that the school district will supply anti-slip lava rock and sidewalk salt which is to be spread by the contractor on an as needed basis. These products are to be used for small areas immediately outside of school entrance/exit areas.

For driveway and parking areas, the school district shall supply winter sand for the Contractor to apply on an as needed basis for ice control.

Service rates shall be broken down as follows:

Service	Cost
Snowplow	\$ (per hour)
Sanding	\$ (per hour)
Labour Service (hand shoveling, spreading salt or lava rock)	\$ (per hour)
School Checks	\$ (cost per school)

Insurance Requirements:

1. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to School District No. 59 (Peace River South):
 - 1.1 Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor, in an amount not less than \$2,000,000.
 - 1.2 Comprehensive General Liability in an amount not less than \$5,000,000 inclusive per occurrence, insuring against third party bodily injury, personal injury and property damage. School District No. 59 (Peace River South) is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - i. Products and Completed Operations Liability;
 - ii. Owner's and Contractor's Protective Liability;
 - iii. Blanket Written Contractual Liability;
 - iv. Contingent Employer's Liability;



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- v. Personal Injury Liability;
 - vi. Non-Owned Automobile Liability;
 - vii. Cross Liability;
 - viii. Employees as Additional Insured's;
 - ix. Broad Form Property Damage; and
 - x. If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of School District No. 59 (Peace River South) occupied by the Contractor.
2. The Contractor shall provide School District No. 59 (Peace River South) with evidence of all required insurance prior to the commencement of the work or services. When requested by School District No. 59 (Peace River South), the Contractor shall provide certified copies of required policies.
 3. All required insurance shall be endorsed to provide School District No. 59 (Peace River South) with 30 days advance written notice of cancellation or material change.
 4. The Contractor hereby waives all rights of recourse against School District No. 59 (Peace River South) with regard to damage to the Contractor's property.
 5. The Contractor will comply generally with the Workers' Compensation Act and in particular will obtain and maintain during the term of this Agreement the necessary coverage for the Contractor's employees, and will, upon request by School District No. 59 (Peace River South) provide proof of coverage.

Tender Submission:

Tenders will be received until 1:00 p.m. on October 8, 2024.

The School District shall not be obligated to accept the lowest quoted proposal and may reject any or all proposals.

Tenders must be clearly marked and addressed to:

Matt Lindgren, Director of Operations
School District No. 59 (Peace River South)
11600-7th Street, Dawson Creek, BC V1G 4R8
or emailed to mlindgren@sd59.bc.ca



School District No.59 (Peace River South)

Terms of Agreement:

<p>You must provide the services in accordance with this agreement.</p>	
<p>You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law, including the <i>Freedom of Information and Protection of Privacy Act</i>.</p>	
<p>You must maintain and pay for insurance on the terms, including form, amounts and deductibles in accordance with our directions.</p>	
<p>You covenant and agree to indemnify and save harmless us and our employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by us.</p>	
<p>You must not assign any of your rights under this agreement without our prior written consent, which consent may not be unreasonably withheld.</p>	
<p>You must not subcontract any of your obligations under this agreement without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted Services.</p>	
<p>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. You have a duty to advise SD59 in advance if you are aware of any potential conflict situation.</p>	
<p>You agree to submit enabling the School District to obtain criminal record checks on the contractor and all employees of the contractor. The said authorizations shall cover the entire period of the contract.</p>	
<p>You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement. You must not represent yourself as an agent of SD59 or to bind or purport to bind SD59 to any contractual arrangements, promises or deeds. You shall operate in your own name, and not represent yourself as having any connection with SD59 except that of an independent service provider.</p>	
<p>If you fail to comply with this agreement, we may terminate it and pursue other remedies as well. In any event, either party may terminate the agreement on 30 days' notice.</p>	