

**DISTRICT OF WELLS SPECIAL OPEN COUNCIL MEETING
November 4, 2022, 9:00am
ONLINE (VIA ZOOM)
AGENDA**

ZOOM Link: (see full Zoom link on page 2)

<https://us02web.zoom.us/j/85414369413?pwd=R0ZxVExpMytkN2hTdWxVTG85UVppQT09>

1.0 CALL TO ORDER and INDIGENOUS LANDS ACKNOWLEDGMENT

1.1 Agenda for the Special Open Council meeting of Tuesday November 4, 2022

1.2 **Recommendation/s:** THAT Council approves the agenda for the Special Open Council meeting of Tuesday November 4, 2022, as circulated.

2.0 MINUTES—NIL

3.0 DELEGATIONS AND PRESENTATIONS—NIL

4.0 CORRESPONDENCE—NIL

5.0 UNFINISHED BUSINESS—NIL

6.0 Staff Reports

6.1 Snow Removal Contract Decision (see Supplemental Package for this topic to be posted ASAP)

-The objective is to make a final decision on snow removal, as it is a time sensitive item. Due to a Supreme Court Decision for the City of Nelson, snow removal insurance is a complicating expensive factor for making a final decision for snow removal.

~~Option 1—Contractor Complete Snow Removal and District Covers the Contractors Insurance (not feasible as additional insurance is \$40,000 versus approved \$21,000~~

~~Option 2—District Hires Contractor's Staff and Rents Contractor's Equipment~~

~~Option 3—District Hire Contractor and adds the Contractor(s) to District's Liability Insurance~~

~~Option 4—District Hires Staff and Leases & Rents Equipment Needed~~

6.2 **Recommendation/s:** THAT Council approves the Service Provider Agreement between: The District of Wells and E.A. Works Construction dated 2022 November 04. (Primary Contractor)

6.3 **Recommendation/s:** THAT Council approves the Service Provider Agreement between: The District of Wells and Two Boys Contracting dated 2022 November 04. (*Supplemental Contractor, subject to final discussions being completed.*)

7.0 INFORMATION AND ANNOUNCEMENTS

7.3 Public Gallery – Questions relating to the agenda.

8.0 ADJOURNMENT

8.1 Adjournment of the Special Council meeting of Tuesday November 4, 2022.

Recommendation/s: THAT Council at _____PM adjourns the Regular Council meeting for Tuesday November 4, 2022

DISTRICT OF WELLS SPECIAL OPEN COUNCIL MEETING

November 4, 2022, 9:00am

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Mayor Ed Coleman is inviting you to a scheduled Zoom meeting.

Topic: DOW Special Open Council Meeting--Nov. 4th, 9:00am Zoom

Time: Nov 4, 2022 09:00 AM Vancouver

Join Zoom Meeting

<https://us02web.zoom.us/j/85414369413?pwd=R0ZxVExpMytkN2hTdWxVTG85UVppQT09>

Meeting ID: 854 1436 9413

Passcode: 230197

One tap mobile

+16469313860,,85414369413#,,,,*230197# US

+16694449171,,85414369413#,,,,*230197# US

Dial by your location

+1 646 931 3860 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 408 638 0968 US (San Jose)

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 876 9923 US (New York)

Meeting ID: 854 1436 9413

Passcode: 230197

Find your local number: <https://us02web.zoom.us/j/kw3ErGZqB>



SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the “Agreement”) is made and entered into this 4 day of November , 2022 by and in between District of Wells

(the “Local Government”) and E.A. Works Construction LTD (the “Service Provider”).

The Service Provider agrees to provide the following services for or on behalf of the Local Government:

Snow Removal Services for the District of Wells including a roads, lanes, & infrastructure service roads; sites & parking lots (Town Hall, Water Pump House, Sewer Lift Station, Community Cultural & Recreation Centre, Community Centre, Fire Hall Centre); Fire Hydrants & Markers; Driveway Berms & Markers; Stop Signs Visibility; Sanding (when requested); and Trucking of Snow (when requested). Services need at 10cm of snow with each snow event.

Primary rates and average times for a day of snow removal are: 12 hours for Grader (\$223.31hr.; \$32.55hr fuel adjustment); 5 hours Front End Loader (when needed, \$160.00hr.; \$32.55 fuel adjustment); and 12 hours Skid Steer (\$92.50hr.; \$13.95hr. fuel adjustment).

- The Service Provider has not caused or contributed to any insured or uninsured losses in the past 5 years.

- The term of the Agreement is from the 4 day of November , 2022 and the 31 day of May , 2023 .

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(Not applicable at this time) The term of the Agreement is perpetual commencing the _____ day of _____, _____.

(Not applicable) As the Service Provider may attract errors and omissions claims, the Local Government agrees to maintain commercial general liability coverage from the MIABC beyond the termination of the Agreement, specifically until the _____ day of _____, _____.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government. By entering into this agreement, the Service Provider confirms they have the necessary training, experience and knowledge to provide the services as set out above.

The Local Government agrees to obtain commercial general liability and errors and omissions insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The Service Provider agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

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The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

ON BEHALF OF <LOCAL GOVERNMENT>
PROVIDER>

ON BEHALF OF <SERVICE

Name: Doug Chapman

Name: Eric Anderson

Title: Interim Chief Financial Officer

Title: Owner

Signature:



Signature:



Date: 2022 November 04

Date: 2022 November 04

Name: Ed Coleman

Title: Mayor

Signature:



Date: 2022 November 04