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**RE: DOW Concise Business Plan and November 1st, Special Council Meeting**

Marina Sen-Partridge &lt;msen@miabc.org&gt;

Fri 10/28/2022 1:03 PM

To: Ed Coleman, Mayor &lt;edcoleman@wells.ca&gt;

Cc: Doug Chapman &lt;cfo@wells.ca&gt;

 2 attachments (66 KB)

Service Provider Agreement (2019).docx; Suggested Council Resolution.docx;

Hi Ed,

Thank you for this. I am cc'ing your interim CFO, Doug, on this response as he will likely need to be the one carrying these options forward.

With respect to our conversation about snow removal contractors, there are a few options:

1. Have the contractor(s) obtain insurance externally and District can subsidize the cost of this insurance so that there is still an element of risk transfer involved. The contractor(s) should add the District as an additional insured to their policy in this case.
2. Hire the contractor(s) as an employee(s), rent the equipment and as an employee(s) additional liability coverage to cover the snow removal service would not be required. You may need to purchase additional property insurance coverage to cover the rental equipment, depending on the provisions in the equipment rental contract.
3. As an option of last resort, this arrangement could qualify for coverage under our Associate Member program. Generally, with independent contractors the best option is to transfer the risk to them and for them to have their own insurance policy, requiring the local government to be named as an additional insured on their policy for claims arising out of the contractor's operations. However, in some cases, where the contractor is providing a service on behalf of the local government and is unable to attain insurance, this program might be a viable option. The intent of the Associate Member program is to provide coverage to those service providers who are stepping into the shoes of local government to provide services on their behalf to the community and are unable to obtain the insurance you require them to have. There are a few risks associated with the Associate Member program including:
  - The District would be responsible for paying any amount incurred under its deductible if a claim arises against the contractor;
  - Any claims may count against the District's experience rating which could adversely impact future premiums; and
  - Adding a contractor to your policy as an Associate Member does not transfer the risk from a local government, but rather only covers the contractor in the event that you cannot find anyone to perform this service who can obtain their own insurance. Associate Member coverage should be a last resort if a local government is not able to transfer the risk to the contractor
  - Additional premiums apply for each Associate Member and the amount varies depending on the type of contractor and risk level. In this case it would be \$2,000 per contractor, depending on the length of the agreement.

Should you want to proceed, we would require the District to enter into a Service Provider Agreement (SPA) with the contractor. In addition, a Council resolution is required to add an Associate Member to the District's policy because of the potential financial consequences outlined above. I have attached our template SPA and suggested resolution language. The SPA only deals with the insurance and indemnity provisions. If you need to enter into your own agreement to deal with other issues such as compensation, etc., we ask that the insurance and indemnity provisions have the same intent as the ones in the sample.

Please note that we cannot backdate coverage under the Associate Member Program. The earliest we can start coverage is the date of the agreement or the council resolution, **whichever is later**. It is important that you send us the resolution and signed SPA as soon after the resolution is passed in order for us to issue coverage. Any services the contractor provides before the process is completed will not be covered.

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Should you have any additional questions, let me know.

Best,



**Marina Sen-Partridge, CIP, CAIB, CRM (She/Her)**  
 Manager of Member Engagement  
 Tel: 604.449.6364 | Fax: 604.683.6244 | [msen@miabc.org](mailto:msen@miabc.org)

**Municipal Insurance Association of B.C.**  
**Civic Risk Insurance Solutions Inc.**  
[www.miabc.org](http://www.miabc.org)



*I am privileged to collaborate with BC local governments from the traditional and unceded territories of the Skwxwú7mesh (Squamish), Sellweta/Selilwitulh (Tseil-Waututh), and xwmeθkwəyəm (Musqueam) First Nations.*

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Think about the environment before printing this e-mail.

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**From:** Ed Coleman, Mayor <[edcoleman@wells.ca](mailto:edcoleman@wells.ca)>  
**Sent:** October 28, 2022 10:51 AM  
**To:** Marina Sen-Partridge <[msen@miabc.org](mailto:msen@miabc.org)>  
**Subject:** DOW Concise Business Plan and November 1st, Special Council Meeting

**[External Email – Use Caution]**

Hi Marina,

1. I have set a Special Council Meeting for November 1<sup>st</sup> at 1:00pm for making any final snow removal decisions. (see attached).
  2. I have attached Version 3.1 of our District of Wells Concise Business Plan for reference.
- Thanks, Ed

Ed Coleman  
 Mayor, District of Wells  
 250-991-9034  
[edcoleman@wells.ca](mailto:edcoleman@wells.ca)



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MUNICIPAL INSURANCE ASSOCIATION  
OF BRITISH COLUMBIA

### SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and in between \_\_\_\_\_ (the "Local Government") and \_\_\_\_\_ (the "Service Provider").

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

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

- 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and the \_\_\_\_ day of \_\_\_\_\_.
- The term of the Agreement is perpetual commencing the \_\_\_\_ day of \_\_\_\_\_.
- 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.

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>**

**ON BEHALF OF <SERVICE PROVIDER>**

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

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

Title:  
\_\_\_\_\_

Title:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

Date:  
\_\_\_\_\_



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

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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

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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.

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**ON BEHALF OF <LOCAL GOVERNMENT>**

**ON BEHALF OF <SERVICE PROVIDER>**

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

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

Title:  
\_\_\_\_\_

Title:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

Date:  
\_\_\_\_\_



6.1.57

# snow removal Bid version 2



## Owner Information

## Contractor Information

Name	<u>Eric Andersen</u>	Company	<u>E.A.Works Construction LTD. (EAW)</u>
Address	<u>748 Barkerville Hwy</u>	Name	<u>Enter contractor Name in this cell</u>
City, State ZIP	<u>Quesnel BC V2J6S6</u>	Address	<u>748 Barkerville hwy</u>
Phone	<u>250-255-4396</u>	City, State ZIP	<u>Quesnel BC V2J6S6</u>
Email	<u>eaworksconst@gmail.com</u>	Phone	<u>250-255-4396</u>
Project name	<u>district of Wells Snow removal "DOW-RFP-2022-2025-SNW/ICE"</u>	Email	<u>eaworksconst@gmail.com</u>
		Completion date	<u>Sept 22/2022</u>

## Scope of Work

The following work to be completed after 10cm of snow fall by Skid steer @ 92.50/hr + fuel adjustment 13.95/hr estimated time to complete 12hrs

- \_ Town Hall (parking lot and Alley way) \**
- Pump House on Ski Hill Road and Sewer Lift Station on Dawson St.
- \_ Wells Community Cultural and Recreational Facility Building (School)*
- \* Community Hall (parking lot and alley way access)*
- \* Sewer Lagoons service road and site off Hardscrabble Road*
- \*Fire Hydrants at 21 locations*
- \*Fire Hall (Baker Street)*
- \* Water Treatment Facility (Skihill Rd)*
- \* Happy Swede Lane*
- \* Stop Signs (visibility)*
- (inclusive of driveway entrance clearing for municipal properties)
- \*Driveway Berm removal/control*
- \* Putting up and taking down ditching markers as needed and maintaining hydrant markers.*

The following work  
 To be completed with Grader @\$223.21/hr + fuel adjustment \$32.55/hr estimated time to complete 12hrs every Wednesday  
 (wheel load to assist @ \$160/ hr + fuel adjustment \$32.55/ hr estimated time to complete 5hrs)  
 All streets and lanes in municipal boundary

## Not Included

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Price of and salt and sand is not included but will be used as needed at Quesnel market price delivered to site. Insurance not included Incremental insurance will be needed for the Municipality. This proposal is valid for this year 2022/2023 and prices will most likley for fallowing years.Hauling snow from sites is not included.

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E.A. Works Has been in business for 3 years providing high standers of safe service in construction with no lose time incidents to date. Eric Andersen (owner) has been in business for 12 years providing a wide range of services from demolition to construction with much in-between with equipment operating experience of 18 years which including lots snow removal. EAW has several pieces of equipment including but not limited to **2014 140M Grader with snow wing, 2008 950K Wheel loader, and a 2008 297C skid steer 2005 F350 for sanding** Employees EAW currently employs that are available to work on this job are as follows Joe Connor with 10 years of grader experience Anthony Harris with 12 years of equipment operating experience. EAW will have the required insurance as laid out in DOW-RFP-2022-2025-SNW/ICE and provide drivers abstract for all employees that will work on this job if bid is awarded EAW is committed to providing safe efficient work to the highest standards the district will not regret going with EAW if it so chooses to do so.

Eric Andersen

Sept 22 /2022

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**Submitted by (Company Representative)**

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**Date**

### **Owner Acceptance**

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Eric Andersen has reviewed and understands to scope of work laid out in the DOW-RFP-2022-2025-SNW/ICE and is committed to accept the snow removal and Ice control of the District Of Wells

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signature

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Date



Interior Offroad Equipment  
 1951 1ST AVE  
 Prince George, B.C. V2L 2

PAGE  
 QUOTE#  
 DATE

1 6.159  
 004710

TO SHIP TO

CITY OF WELLS

WELLS

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 EFF DATE EXP DATE CUST# SL CUST P/O G.S.T.# P.S.T.# LC SHIP VIA PD  
 10-31-22 10-31-22 C5259 06 00

Qty	Item #	Description	Shipd	UM	Price	Disc	To]]]]]]]]]]
1	69500	7'6" HTS BLADE ASSEMBLY	1	EA	8,394.64		8,394.64 B
	38600	15-16 F150 ULTRAMOUNT		EA	0.00		0.00 B
	69525-3	BIG BOX HTS		EA	0.00		0.00 B
		CUSTOMER MUST CHOOSE HEADLIGHTS					
1	72530	HALOGEN HEADLIGHTS NIGHTHAWK DUAL CAVITY HEADLAMP	1	EA	0.00		0.00 B
1	89889	HARNESSE ASSEMBLY	1	EA	0.00		0.00 B
1	69826-2	LIGHT ADAPTER	1	EA	0.00		0.00 B
1	29070-1	3 PORT MODULE DRL	1	EA	0.00		0.00 B
1	35500	FOR ENFORCER V PLOWS (WILL WORK ON ALL PLOWS WHEN SUPPLIES AVAILABLE)	1	EA	848.00		848.00 B
7	LAB	BC LABOUR RATE	7	HR	120.00		840.00 B
7	SHOP	SHOP SUPPLIES	7	EA	12.00		84.00 B

SUB TOTAL 10,166.64

TOTAL 11,386.63

Interior Offroad Equipment  
 1951 1ST AVE  
 Prince George, B.C. V2L 2

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1 6.15/10  
 004707

TO CITY OF WELLS SHIP TO  
 WELLS

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 EFF DATE EXP DATE CUST# SL CUST P/O G.S.T.# P.S.T.# LC SHIP VIA PD  
 10-31-22 10-31-22 C5259 06 00

Qty	Item #	Description	Shipd	UM	Price	Disc	To]]]]]]]]]]
1	99030-1	7' 1.5 CU YD ELECTRIC MOTOR INCLUDES 94680 AT NO CHARGE	1	EA	7,777.65		7,777.65 B
7	LAB	BC LABOUR RATE	7	HR	120.00		840.00 B
7	SHOP	SHOP SUPPLIES	7	EA	12.00		84.00 B

SUB TOTAL 8,701.65

TOTAL 9,745.85