



Request For Proposals No. 19-013

Landscape Maintenance Services for Parks and Trails

Issue Date: February 15, 2019

Information Meeting:

No information meeting or formal site visits are to be held

Closing Date and Time:

March 11, 2019 on or before 3:00 PM, Pacific Standard Time

Closing Location: Regional District of Nanaimo,
6300 Hammond Bay Road,
Nanaimo BC

Questions and Enquiries are to be sent only to: Mark Dobbs, Superintendent of Parks Operations and Capital Projects c/o mdobbs@rdn.bc.ca and are requested to be received before the close of the business day on March 4, 2019.

Introduction

The Regional District of Nanaimo (RDN) invites proposals from qualified contractors interested in bidding on the landscape maintenance services for community parks, trails and properties as described in the Scope of Service section of this document. It is the RDN's intention to award all of the sites to one (1) Contractor.

If awarded, the term of a Contract shall commence on or about April 15, 2019 and will expire on November 30, 2020 unless otherwise terminated.

Closing Date/Time/Location

Proposals are to be received on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, March 11, 2019.

By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: "19-013 Parks Landscape Maintenance" delivered to the:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2
Attention: Mark Dobbs, Parks

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail.

Proposals received by email and facsimile will not be accepted.

Proponents Understanding of the RFP

It is each Proponents responsibility to carefully examine the RFP documents and visit all the work sites. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the services and work conditions imposed by the RDN.

Amendment to Proposals

Proposals may be amended in writing prior to the closing and sent via email at mdobbs@rdn.bc.ca. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time prior to the closing by submitting a written withdrawal email to mdobbs@rdn.bc.ca

Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

Evaluation Process

The Evaluation Committee may apply the Evaluation Criteria on a stand-alone basis or a comparative basis, evaluating Proposals by comparing one Proponent's Proposal to another Proponent's Proposal, to determine the Proposal judged to be most advantageous to the RDN based on the criteria and weighting. The RDN is not obligated to complete a detailed evaluation of all Proposals and may, in its discretion, after completing a preliminary review of all the Proposals, discontinue detailed evaluation of any Proponent who, when compared to the other Proponents, the RDN judges is not in contention of being selected.

The RDN's intent is to enter into a Contract with the highest ranked Proponent providing an Agreement can be fully executed. While previous experience with the RDN is not required and does not in any way confer an advantage, the RDN's previous experience with the Proponent may also be taken into consideration in its evaluation of Proposals. The RDN reserves the right to rely upon its records, references and recollection in this regard. The RDN may also obtain references other than those provided by the Proponent and may use these references in determining the best value.

Technical Evaluation 60 points

Proposals should include a signed cover letter summarizing your proposal and highlighting the reasons why the RDN should select your firm for this assignment.

Experience and Qualifications of the firm

To assist the RDN in understanding your background, the Proponent is to provide their company profile experience, and qualifications including the following minimum information below:

- Company profile, experience, and duration in business;
- A brief description of current or recent similar contracts held by the Proponent;
- Key personnel, their qualifications, experience, assigned roles including supervisory personnel;
- A brief description of your approach to Occupational Health and Safety;
- A brief list of equipment demonstrating the Proponent has the necessary equipment to perform the duties of the contract;
- A brief description of your approach to Environmental protection;

Approach and Methodology

Proposal content for this section should include the following information:

- Summary that illustrates an understanding of the RDN's requirements;
- State how your company would manage the RDN's Contract;
- Provide a monthly work schedule outlining the duties of the contract for one calendar year in order to demonstrate a clear understanding of the components of the work to be completed;
- State your process for keeping accurate records;
- Provide a copy of your monthly report format to be delivered to the RDN;
- State the means your company has of communicating with the RDN for emergency and regular Work request etc.; (i.e. Cell phone, email, etc.)
- State your quality assurance process that will ensure that the RDN's concerns are resolved in a timely manner and to the RDN's satisfaction;

References

Provide contact names and telephone numbers of three (3) clients that you have provided landscape maintenance services for that are of a similar size and/or complexity to the RDN. Any or all references provided by Proponent may be contacted by the RDN to confirm the information provided in the proposal and the nature and quality of the services provided.

Financial Evaluation 40 points

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided. The selection committee may proceed with an award recommendation and/or the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded. The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.

GENERAL CONDITIONS

No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

Privilege Clause

The lowest or any proposal may not necessarily be accepted.

Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

WorkSafe BC

Proponents warrant that work performed by their workers and any subcontractors hired in the performance of this work, will comply with the WorkSafeBC Occupational Health and Safety Regulation and the Workers Compensation Act and understand for any conflict of directions, the Workers Compensation Act or WorkSafeBC Occupational Health and Safety Regulation shall prevail. Proponents must be in good standing with WorkSafeBC and have no significant safety violations recorded by or with WorkSafeBC in the last 5 years. Significant safety violations are those that could reasonably lead to serious injury or death, or those violations which the Proponent has repeated and/or failed to resolve with WorkSafeBC. The Regional District shall decide, at its sole discretion, on whether a Proponent will be rejected on these grounds, based on consideration for the work performed under this Proposal.

Proposed Contract

The RDN's preferred form of Contract is attached as Appendix 1 [Draft Contract]. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making

revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Submission Time. If making such a request, the Proponent should provide the following information for each requested change:

- (a) the section reference in the Contract or attachment thereto;
- (b) an explanation of the reason why the Proponent requests the change (for example, the provision does not represent good “value for money” for the RDN or because, in the Proponent’s view, the provision inappropriately allocates technical, legal or commercial risk); and
- (c) the Proponent’s proposed alternative wording.

If the RDN agrees to a request received prior to the Submission Time, then RDN will issue an Addendum to modify the Contract. Proponents should prepare their Proposal based on the form of Contract attached as Appendix 1 [Draft Contract], as may be amended by Addenda, and are strongly discouraged from requesting changes to the draft Contract in a Proposal or submitting a Proposal that assumes the RDN will agree to modify the terms of the draft Contract.

The RDN reserves the right to reject a Proposal from a Proponent that does not follow this section and, in particular, reserves the right to reject any Proposal that includes “deviations”, “clarifications” or similar items as part of its Proposal.

1. Scope of Service/ Service Level Standards

Overview

This RFP includes providing maintenance services at 22 park properties located in the Regional District of Nanaimo Electoral Areas A; C; E; F; G; and H.

The parks have various levels of development with amenities that may include any of the following features:

- Turf areas for recreation and play. (not irrigated)
- Playgrounds, play-structures or special play features.
- Sport-court areas.
- Planting beds and ornamental trees.
- Gravel surfaced paths.
- Picnic Shelters, benches, tables or other structures.
- Rough grass – field areas. (not irrigated)
- Parking areas. (gravel)
- Natural areas with trail

Maintenance Objective

The main objective is to present a neat, orderly, well maintained appearance, with some tolerance for the effects of “wear and tear,” moderate traffic and natural processes.

Grassed Areas:

Grass areas are kept within accepted height range for the type; invasive plants, weeds, and debris are acceptable within limits between regular visits.

- **Turf Grass:** Cut as required to maintain a height of 50 – 65 mm with sufficient frequency to ensure that not more than 1/3 of the total height of the grass is removed at one cutting. Clippings to be mulch mowed.
- **Identified Rough Grass areas:** Cut as required to maintain a height of 50 – 100 mm typically once a month depending on seasonal conditions and growth.
- **Trimming:** All grass areas must be trimmed to a uniform height (using a string trimmer) against signs, tables, structures, curb, hard surfacing, and all other amenities to maintain a neat and tidy appearance. Trimming and blowing to take place after each mowing.
- **Rake:** At least twice a year, debris and leaves at minimum; spring clean-up prior to the end of April and fall during leaf drop. Remove collected material from site unless otherwise instructed by RDN.

Note: Fertilizer or soil amendment programs for grassed areas are not included in the contract.

Note: Herbicide/pesticide use is not permitted in RDN Parks.

Planted Trees and Planting Beds: (applicable at the following Parks - A6; A11; A15; C9; C16; E4; H19)

- **Fertilize:** On an annual basis to help maintain healthy, disease free plants, not later than March 15th.
- **Cultivate/Weed:** Twice a month to maintain healthy plants and a weed free appearance. Remove invasive and noxious species.
- **Prune:** Prune and shape cultivated trees and shrubs as required to maintain a natural appearance. Remove cut material from site. Cut back perennials / ornamental grasses by March.

- **Water:** Maintain the drip irrigation system at Blueback Community Park located in Nanoose.
Note: Manual watering of trees or plants in any park is not included in the scope of work.

Gravel Trails:

- Remove any vegetation using non-chemical means and provide a maintained appearance.
- Remove minor ruts, ridges and potholes.
- Blow free of grass cuttings, leaves, and debris.

Playgrounds:

- **Protective Surface – pea gravel or wood fibar:** Remove any vegetation, debris, and redistribute materials as necessary.
- Playground safety inspections are the responsibility of the RDN; however, at each maintenance visit the Contractor should observe the equipment for signs of damage or vandalism, and if found, report the conditions observed immediately to the RDN.

Sport Court and other hard-scape areas and surfaces:

- Remove any vegetation growing through cracks in the surface to provide a maintained appearance.
- Blow free of grass cuttings, leaves, and debris.

Litter removal and clean-up:

- Pick up all litter and debris from grounds and remove at each visit.

Technical, Qualifications and Experience of Personnel:

Work is to be supervised by someone who has successfully completed a Horticulture Technical Program in Landscape Maintenance or equivalent, as recognized by the BC Landscape and Nursery Association, as well as at least five (5) years relevant experience in horticultural practice or landscaping.

Standards of work:

The Canadian Landscape Standard will serve as reference guide for acceptable practices of work, standards and legislation, and qualifications. All tree work must be carried out to International Society of Arboriculture standards, unless otherwise specified.

Scheduling:

Regular maintenance to occur during the following periods:

2019 – April 15th to October 31st

2020 – March 1st to October 31st

End dates may be extended up to one month by mutual agreement should unusual conditions occur.

Note: In the event of High Fire Hazard conditions, maintenance activities that include the use of power equipment may be temporarily modified or suspended in some Electoral Areas by the Local Area Fire Chief.

2. Park Inventory included in this RFP

Electoral Area A

No.	Site Name	Address	Category
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A6	Cedar Plaza	1856 Cedar Rd. Cedar	Community Park
A11	Thelma Griffiths	2108 Minto Ave. South	Community Park
A15	Cedar Skate Park	2050 Walsh Rd. Cedar	Community Park
	Arboretum	1200 Maughan Rd. Nanaimo	Regional Park

Electoral Area C

No.	Site Name	Address	Category
C9	Meadow Drive	2885 Meadow Dr. E. Wellington	Community Park
C16	Anders & Dorritt's	3734 Jingle Pot Rd. E. Wellington	Community Park

Electoral Area E

No.	Site Name	Address	Category
E4	Blueback	3421 Tye Cres Nanoose	Community Park
E27	Claudet Road	2030 Claudet Rd & 2501 N.W. Bay Rd Nanoose	Community Park and Trails
E32	Stone Lake	1565 Stone Lake Dr. Nanoose	Community Park

Electoral Area F

F17	Errington C.P.	1550 Veterans Rd. Errington	Community Park
F21	French Creek School	2348 Alberni Hwy. Coombs	Community Park

Electoral Area G

No.	Site Name	Address	Category
G8	Dalmatian	1592 Marine Circle. French Creek	Community Park
G9	Maple Lane	1035 Maple Lane Dr. San Pareil	Community Park
G10	Boulton	1291 Boulton Drive French Creek	Community Park
G13	Hawthorne Rise	625 Meadow Dr. French Creek	Community Park
G15	Neden Way	629 Neden Way. French Creek	Community Park
G27	Dashwood	1210 Centre Rd. Qualicum	Community Park
G32	Tara	1046 Tara Crescent French Creek	Community Park
G35	Sumar Lane	1449 Sumar Lane French Creek	Community Park

Electoral Area H

No.	Site Name	Address	Category
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H19	Henry Morgan	95 Henry Morgan Dr. Bowser	Community Park
H20	Sunny Beach	6157 Island Hwy West	Water Access
LCT	Lighthouse Country	3480 Lioness Blvd. Bowser	Regional Trail

Site maps are provided for each park property in an attached PDF document. These maps are intended to be used as a guide to illustrate the maintained areas and include site specific details for some properties. These maps do not infer the complete scope of work that may be required at any site.

3. Additional Requirements

Environmental Protection:

The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater and adjoining lands from the works conducted under this RFP.

The Contractor will report to the RDN immediately if any hazardous or toxic materials are found or discovered.

Public use of Parks:

The Contractor shall conduct the work so as to cause the least amount of interference to the public in their enjoyment of the Parks.

Adjust maintenance scheduling by mutual agreement with the RDN to accommodate special community and other authorized events.

Contractor activities around play equipment must not be performed while equipment is being used by children, or when there are RDN programing activities ongoing in the Park.

Documentation and Reporting:

At each maintenance visit, personnel should record the operations carried out, any damage or vandalism to horticultural and non-horticultural elements, and any conditions that require attention or monitoring.

Contractor must provide an accurate record for all maintenance services provided each month. This shall be submitted along with the service invoice for each month of the contract.

Invoicing:

The Contractor will submit an invoice at the end of each month to the RDN requesting payment of the portion of the contract price for the services provided in the previous month.

The monthly invoice will be broken down to show the total amount charged for each Electoral Area and Regional Park, and showing the GST as a separate amount.

Inventory Changes:

The RDN reserves the right to make changes to any of the parks over the course of this agreement. Such changes may result in an increase or decrease to the services provided by the Contractor along with a pricing adjustment positive or negative to the RDN. Any such changes shall be negotiated and mutually agreed upon before such changes occur.

Inspection of Work Performed:

All workmanship will be subject to periodic inspection(s) by the RDN, and the RDN shall be the sole judge of the work in respect to quality and quantity. If the Contractor fails to provide grass cutting or other services in accordance with the aforementioned, to the satisfaction of the RDN, the Contractor will be required to return to the site [within two (2) business days] and properly complete any missed or incomplete work. Corrective work will be completed at the Contractor's sole expense, to the complete satisfaction of the RDN.

Site Conduct:

All Contractor's personnel or sub-contractors, while working in and around the RDN's parks, shall act in a professional manner. If the RDN determines, in its sole discretion, that any worker needs to be removed due to his or her conduct, the Contractor will remove such personnel or sub-contractor from the work site(s) immediately.

Invasive and Noxious Plant Species:

Invasive and Noxious Plant Species must be removed from all work site locations, unless otherwise directed by the RDN.

Pricing

Electoral Area A

No.	Site Name	Address	Price 2019 Excluding GST	Price 2020 Excluding GST
A6	Cedar Plaza	1856 Cedar Rd. Cedar	\$	\$
A11	Thelma Griffiths	2108 Minto Ave, South Wellington	\$	\$
A15	Cedar Skate Park	2050 Walsh Road Cedar	\$	\$
Total Annual Cost for Electoral Area A Community Parks			\$	\$

Reg	Arboretum	1200 Maughan Rd. Nanaimo	\$	\$
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Electoral Area C

No.	Site Name	Address	Price 2019 Excluding GST	Price 2020 Excluding GST
C9	Meadow Drive	2885 Meadow Drive E. Wellington	\$	\$
C16	Anders & Dorritt's	3734 Jingle Pot Rd E. Wellington	\$	\$
Total Annual Cost for Electoral Area C Community parks			\$	\$

Electoral Area E

No.	Site Name	Address	Price 2019 Excluding GST	Price 2020 Excluding GST
E4	Blueback	3421 Tye Crescent Nanoose	\$	\$
E27	Claudet Rd	2030 Claudet Rd, Nanoose	\$	\$
E32	Stone Lake Drive	1565 Stone Lake Dr. Nanoose	\$	\$
Total Annual Cost for Electoral Area E Community Parks			\$	\$

Electoral Area F

No.	Site Name	Address	Price 2019 Excluding GST	Price 2020 Excluding GST
F17	Errington	1550 Veterans Rd. Errington	\$	\$
F21	French Creek School	2348 Alberni Hwy Coombs	\$	\$
Total Annual Cost for Electoral Area F Community Parks			\$	\$

Electoral Area G

No.	Site Name	Address	Price 2019 Excluding GST	Price 2020 Excluding GST
G8	Dalmatian	1592 Marine Circle. French Creek	\$	\$
G9	Maple Lane	1035 Maple Lane Dr. San Pareil	\$	\$
G10	Boultbee	1291 Boultbee Dr. French Creek	\$	\$
G13	Hawthorne Rise	625 Meadow Dr. French Creek	\$	\$
G15	Neden Way	629 Neden Way. French Creek	\$	\$
G27	Dashwood	1210 Centre Rd. Qualicum	\$	\$
G32	Tara	1046 Tara Crescent. French Creek	\$	\$
G35	Sumar Lane	1449 Sumar Lane, French Creek	\$	\$
Total Annual Cost for Electoral Area G Community Parks			\$	\$

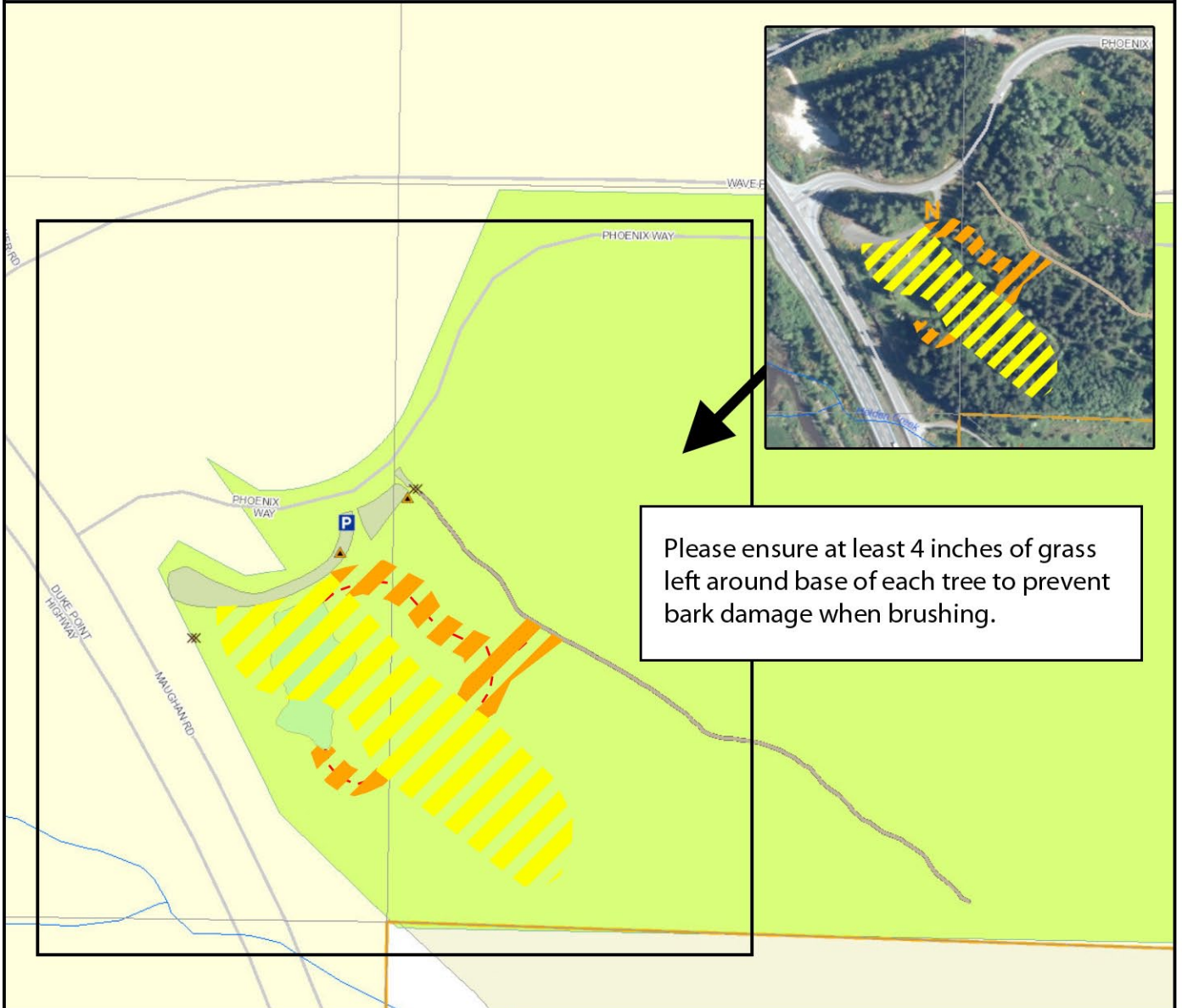
Electoral Area H

No.	Site Name	Address	Price 2019 Excluding GST	Price 2020 Excluding GST
H19	Henry Morgan	95 Henry Morgan Dr. Bowser	\$	\$
H20	Sunny Beach Water Access	6157 Island Hwy West, Qualicum Bay	\$	\$
Total Annual Cost for Electoral Area H Community Parks			\$	\$

LCT Reg	Lighthouse Country Reg Trail - Trailhead	3480 Lioness Blvd Qualicum Bay	\$	\$
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Total contract value of two year term	Excluding GST	\$
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Arboretum 1200 Maughan Road City of Nanaimo



Area to be mowed



Trail brushing and mowing

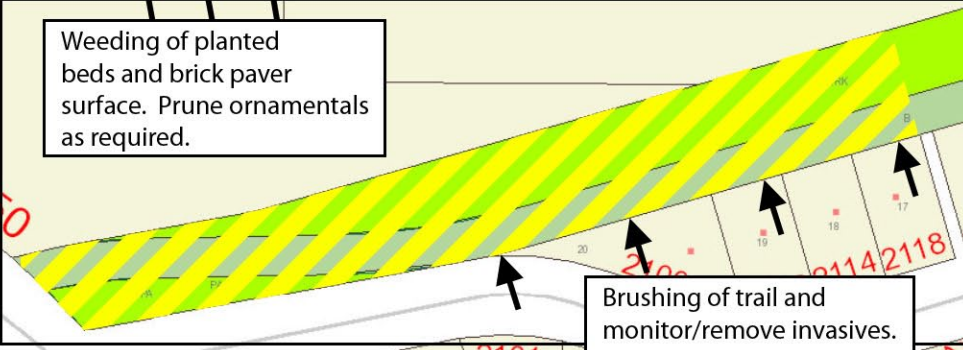


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Cedar Plaza - Morden Colliery Trail (A-06) 1856 Cedar Rd. Electoral Area A (Cedar)



Brushing along trail edge and weeding of planted beds.



Weeding of planted beds and brick paver surface. Prune ornamentals as required.

Brushing of trail and monitor/remove invasives.

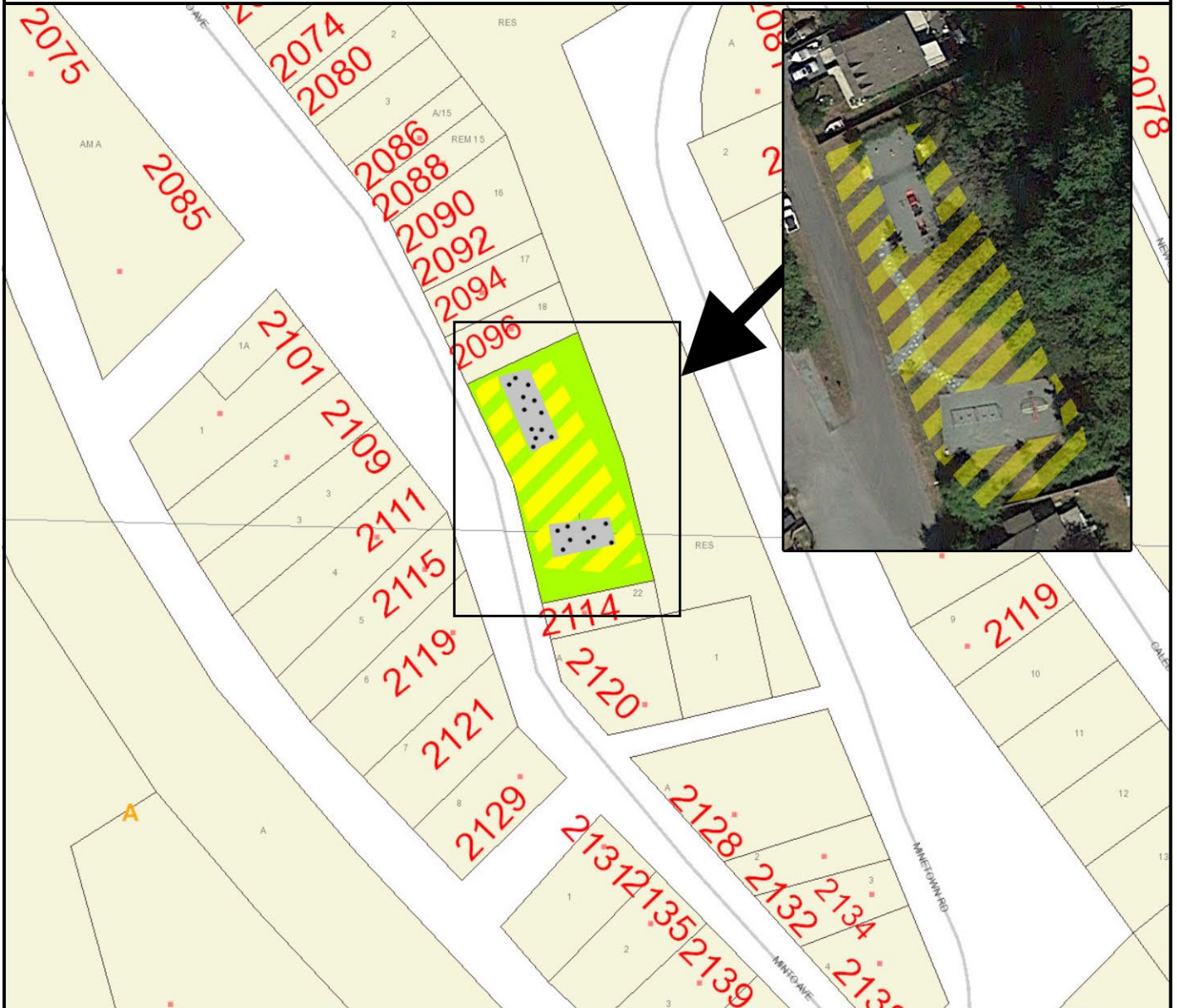


Area to be maintained

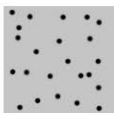


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Thelma Griffiths Community Park (A-11) 2108 Minto Ave. Electoral Area A (South Wellington)



Area to be maintained.

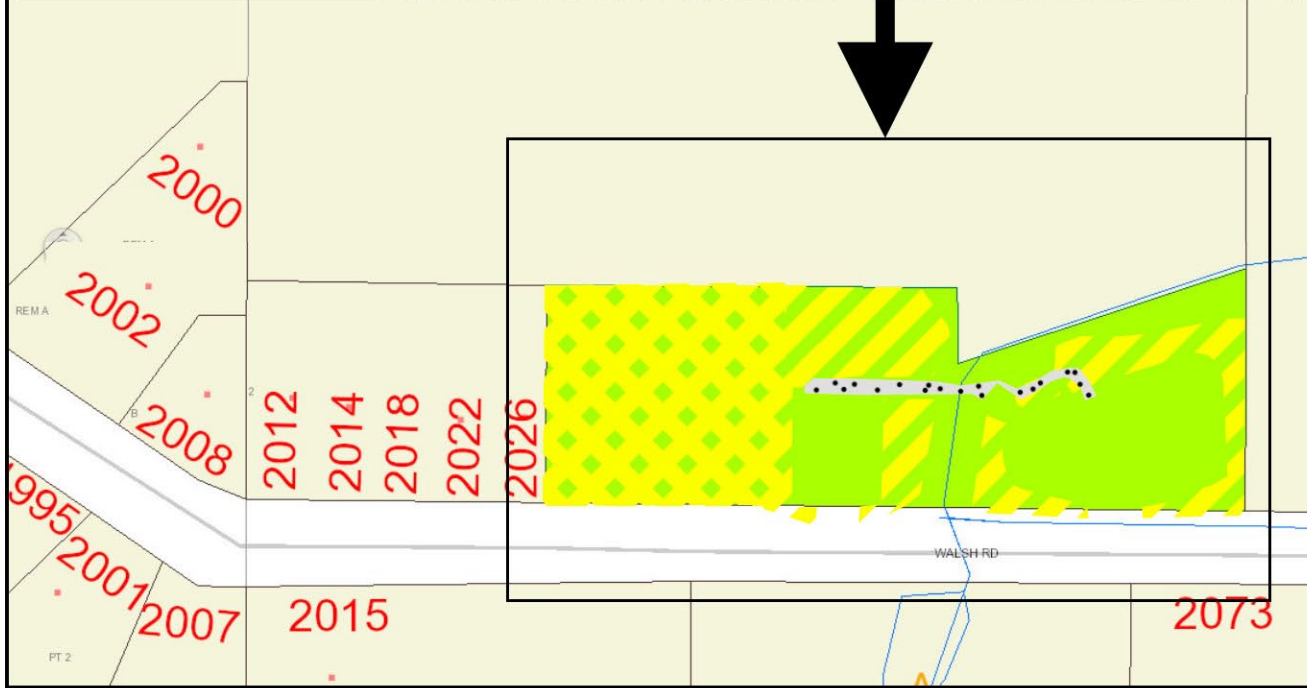


Gravel surface under playground to be kept free of weeds.



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Cedar Skate Park (A-15) 2050 Walsh Rd. Electoral Area A (Cedar)



Mowing and weeding of planted beds



Area to be maintained for seasonal parking to "rough grass" standard

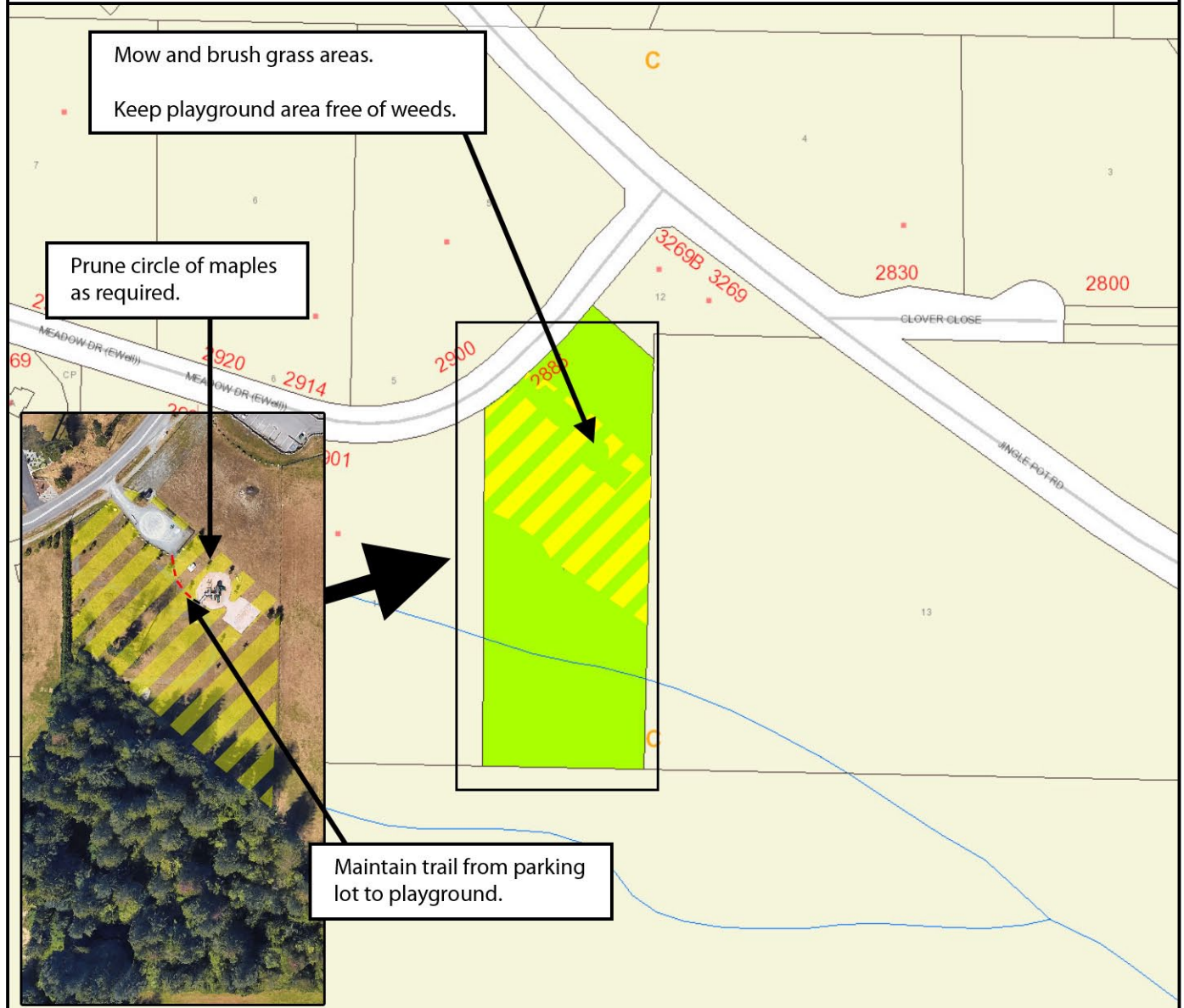


Gravel surface trail



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Meadow Drive Community Park (C-09) 2885 Meadow Drive Electoral Area C (East Wellington)



Area to be maintained. Prune planted maples as required.

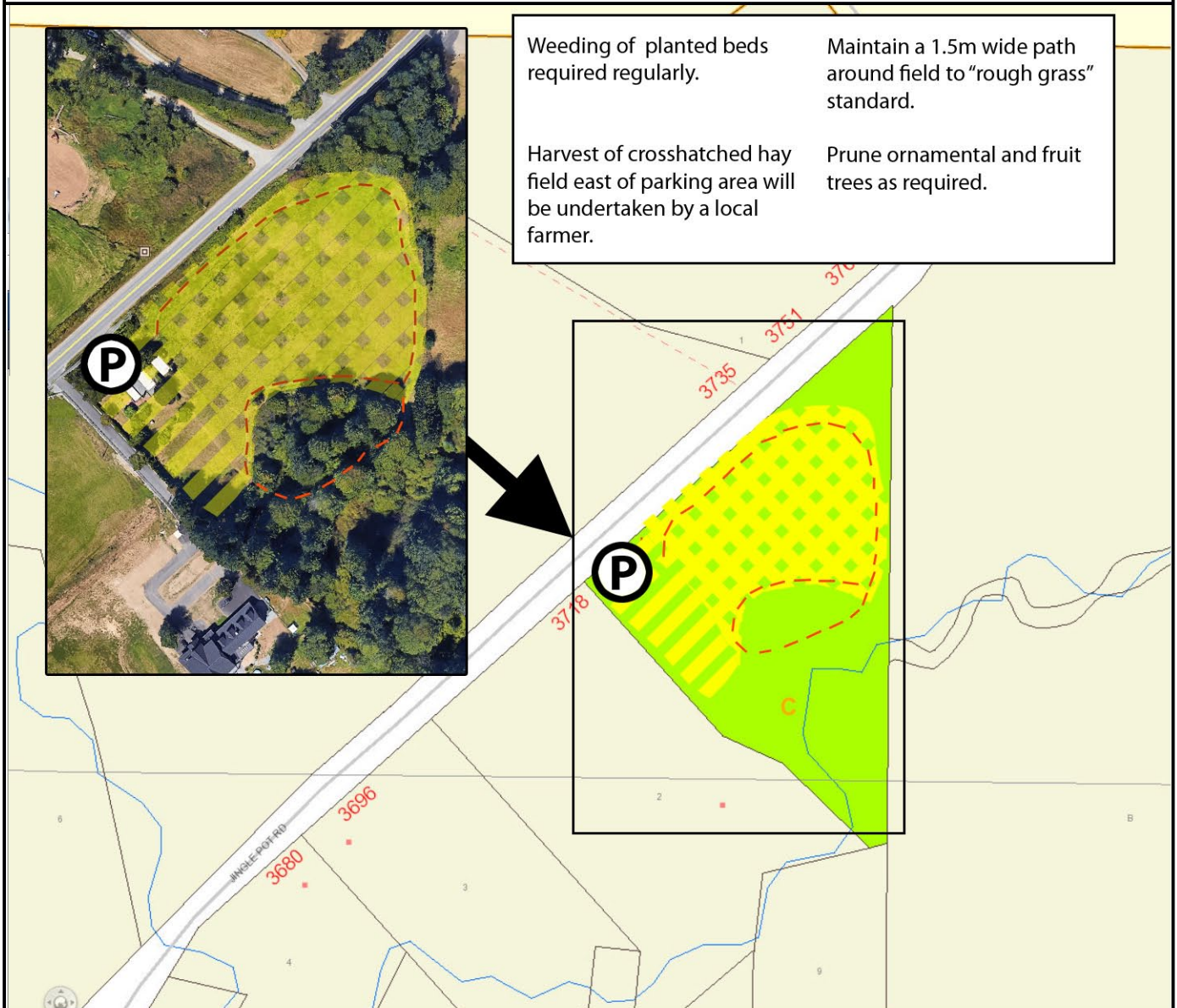


Trail



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Anders & Dorritt's Community Park (C-16) 3734 Jingle Pot Rd. Electoral Area C (East Wellington)



Area to be brushed and mowed.

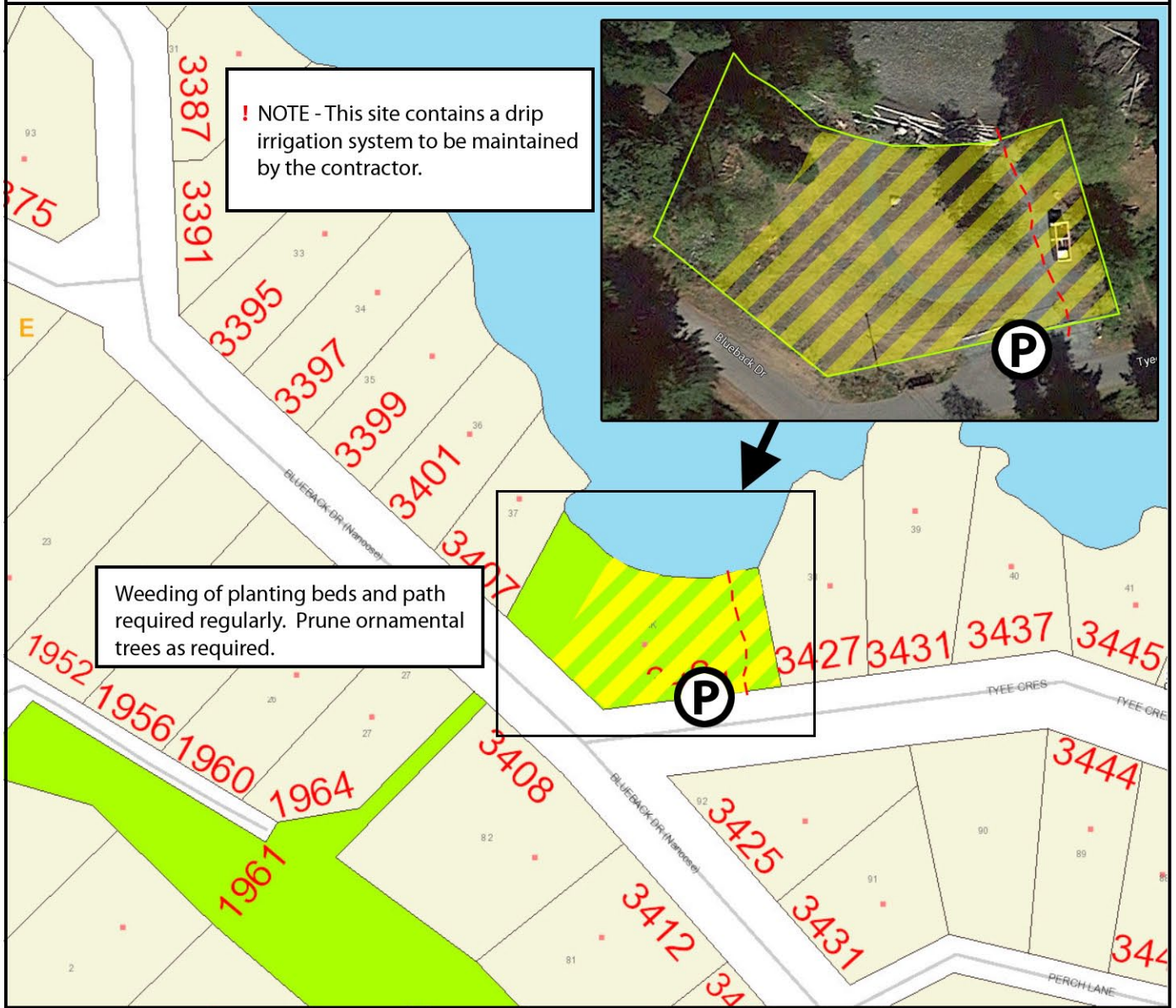


Trail



Scale is 1:2,000

Blueback Community Park (E-04) 3421 Tye Cres. Electoral Area E (Nanoose)



Area to be maintained.



Trail - Keep free of weeds and raked level.



Scale is 1:1,000

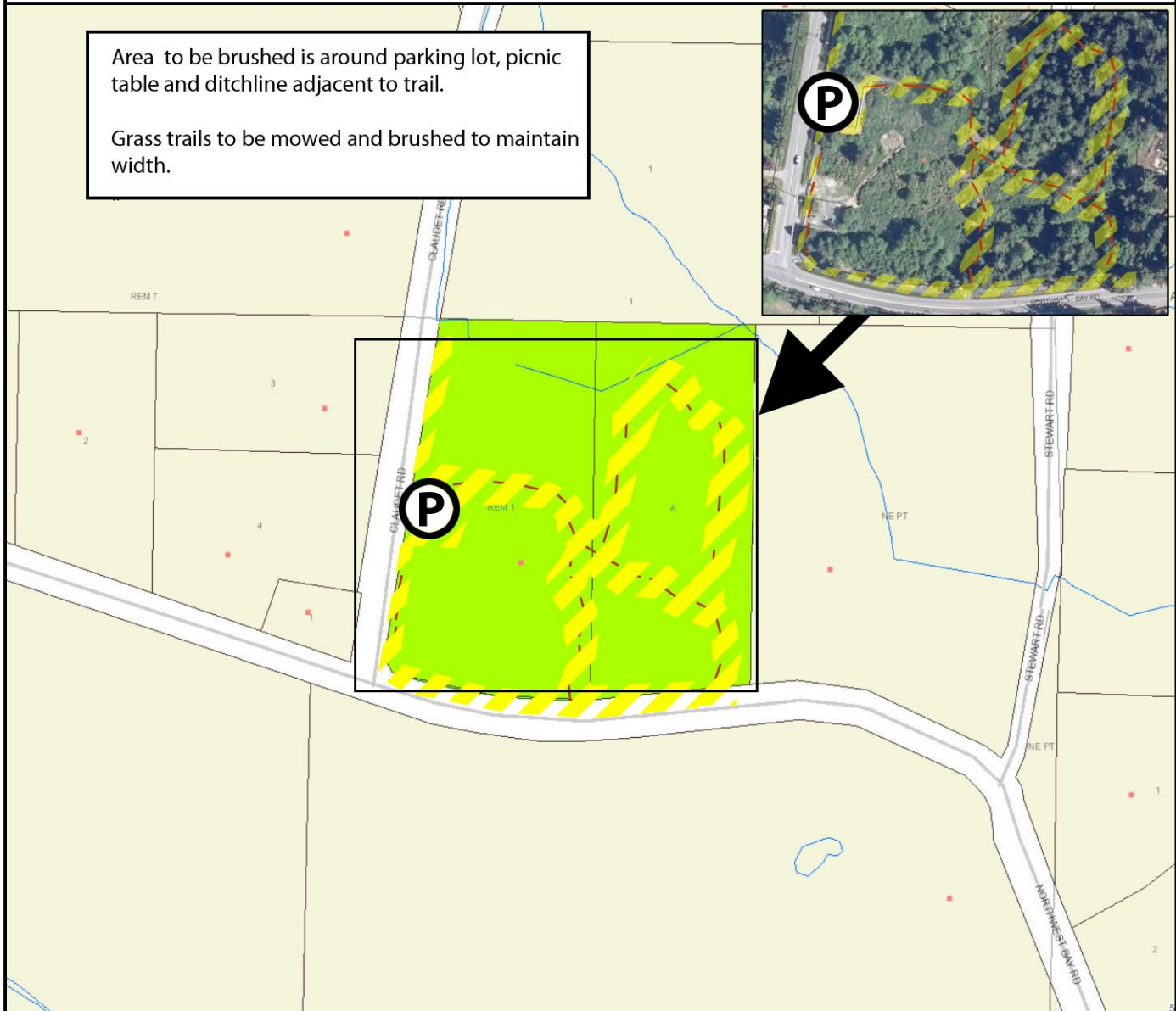
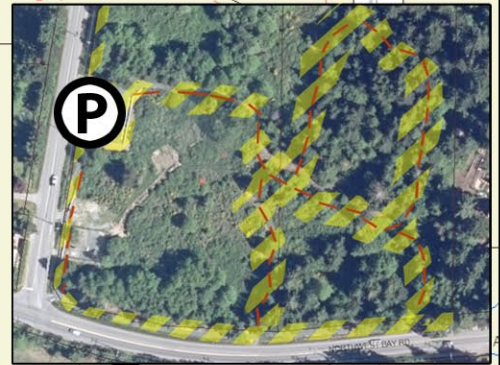
Claudet Road Community Park (E-27)

2030 Claudet Road

Electoral Area E (Nanoose)

Area to be brushed is around parking lot, picnic table and ditchline adjacent to trail.

Grass trails to be mowed and brushed to maintain width.



Brush Trails to maintain width



Trail

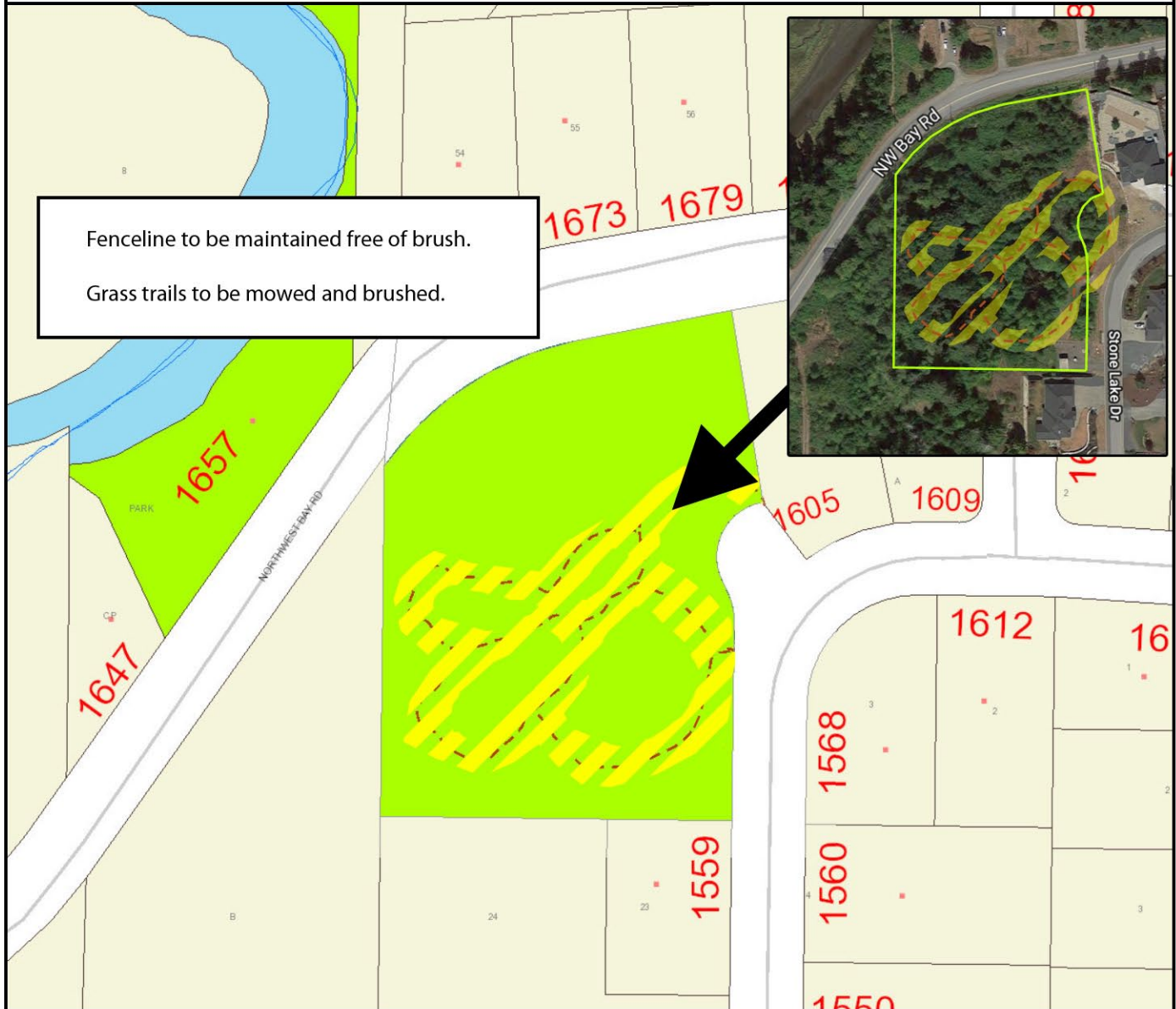


Keep gravel parking area free of weeds



Scale is 1:2000

Stone Lake Drive Community Park (E-32) 1565 Stone Lake Drive Electoral Area E (Nanoose)



Fenceline to be maintained free of brush.
Grass trails to be mowed and brushed.



Area to be brushed and mowed.

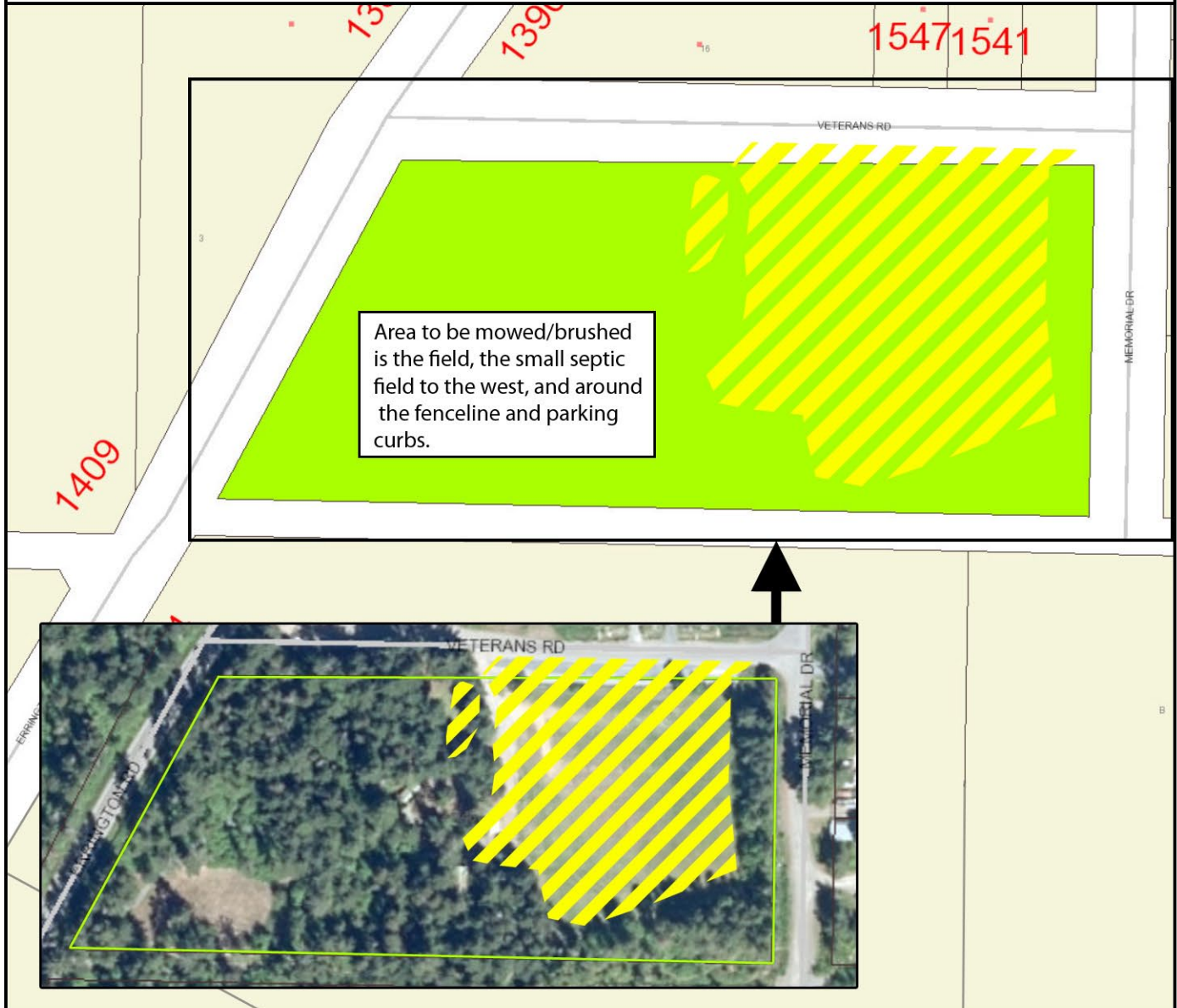


Trail



Scale is 1:1000

Errington Community Park (Farmers Market - F-17) 1550 Veterans Rd. Electoral Area F (Errington)



Area to be mowed and brushed



Scale is 1:1000

French Creek School Community Park (F-21) 2348 Alberni Hwy Electoral Area F (Coombs)

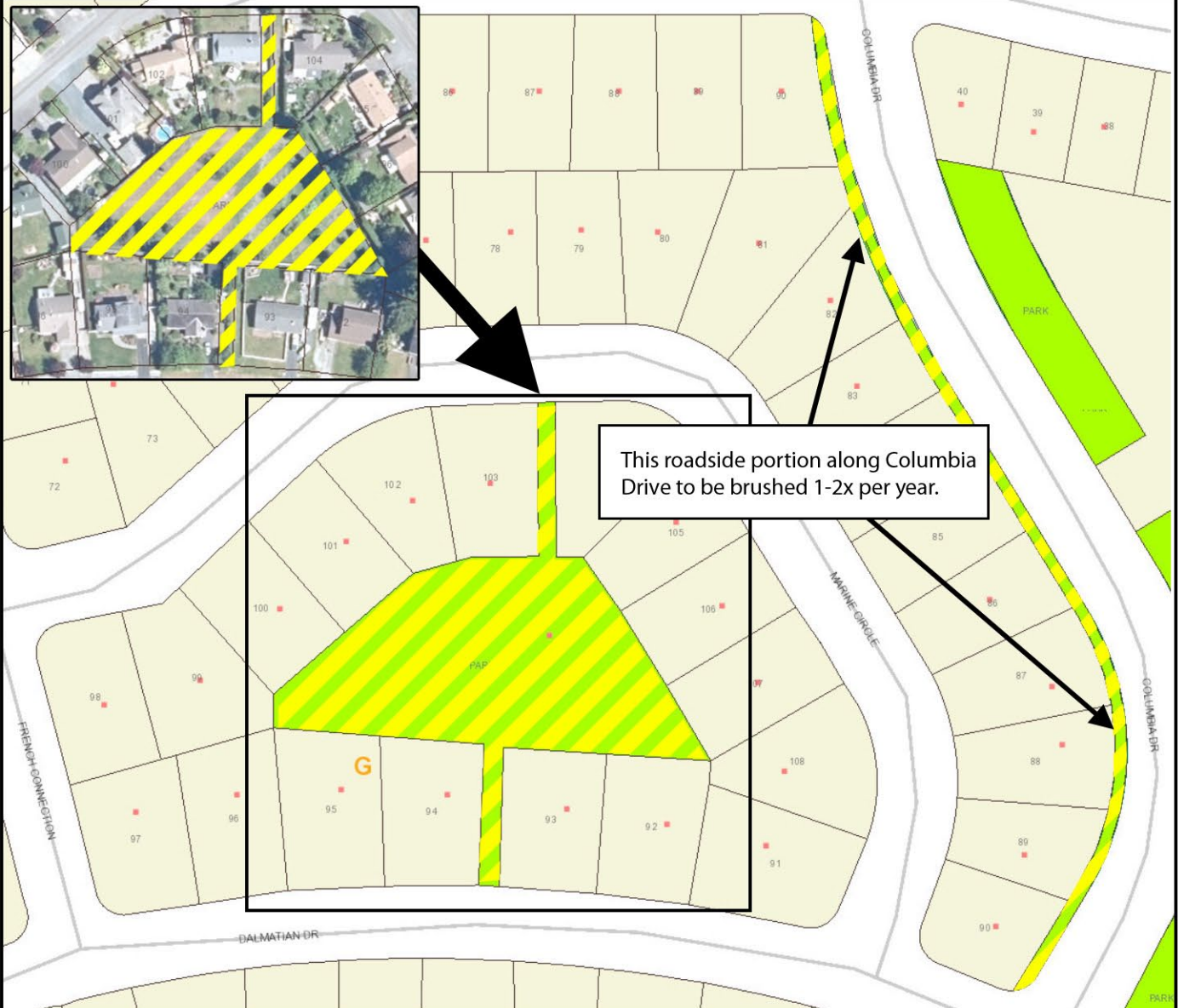


Area to be brushed and mowed



Scale is 1:2000

Dalmatian Community Park (G-08) 1592 Marine Circle Electoral Area G (Columbia Beach area)

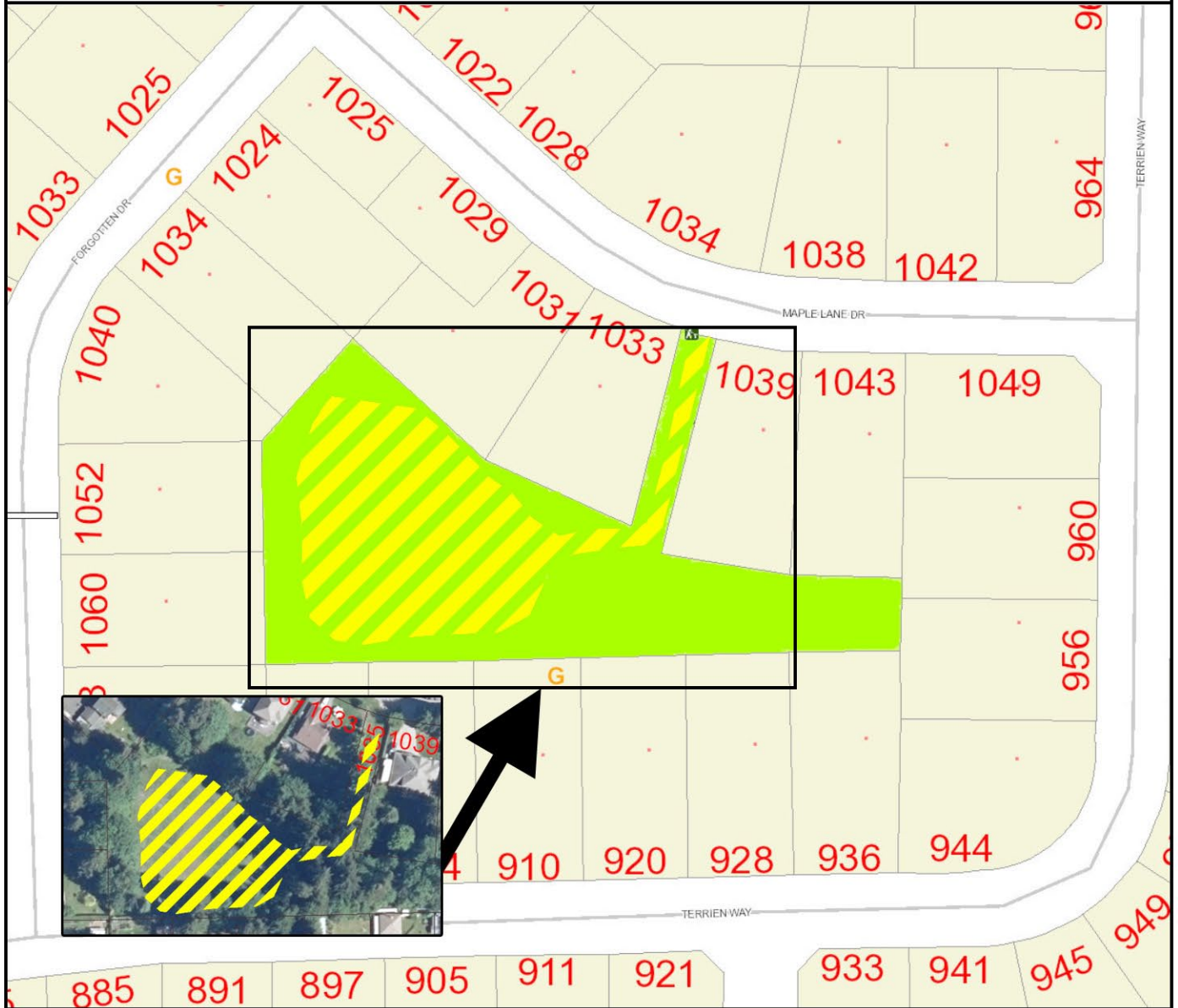


Area to be maintained.



Scale is 1:1,000

Maple Lane Community Park (G-09) 1035 Maple Lane Drive Electoral Area G (San Pareil)

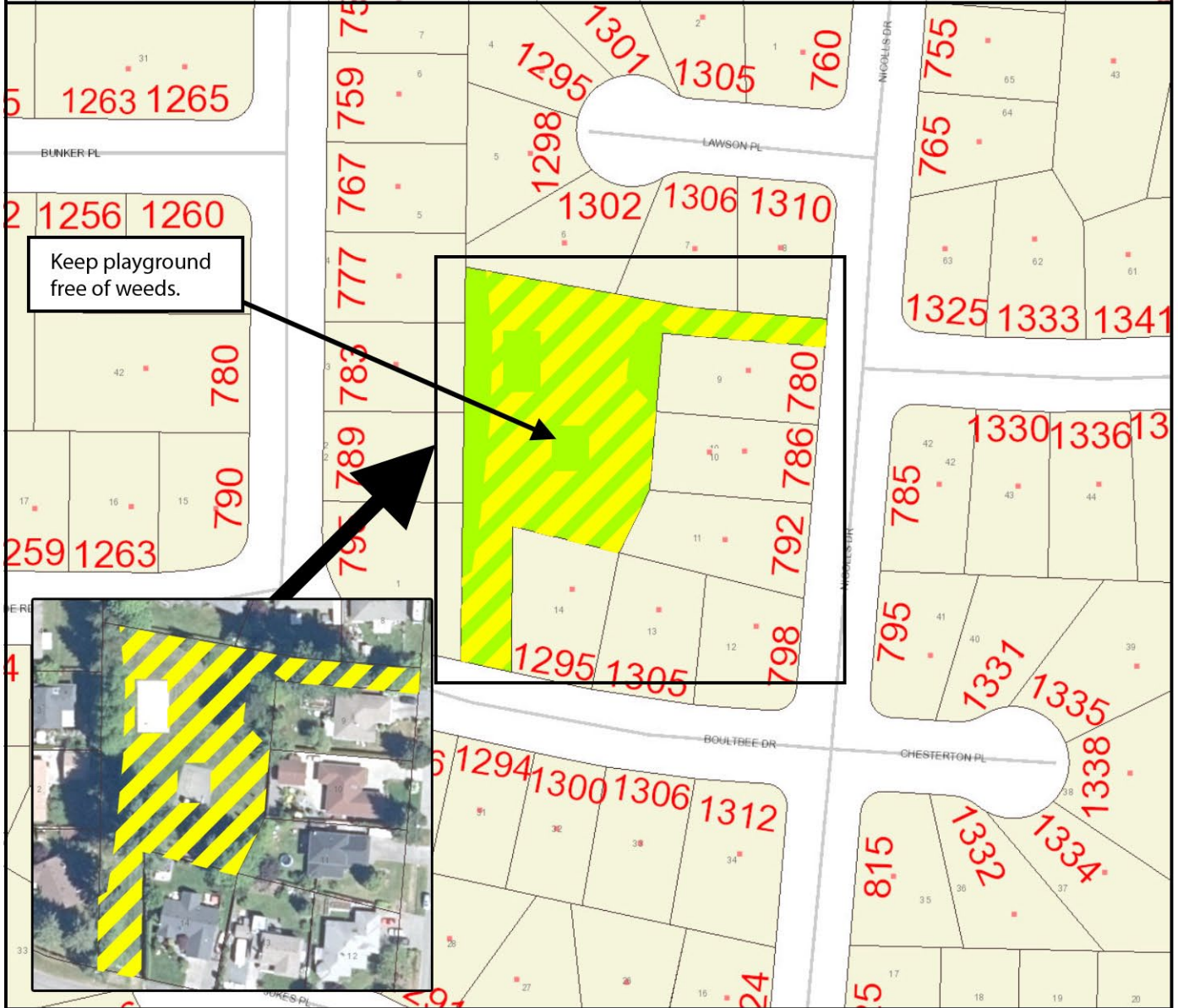


Area to be maintained.



Scale is 1:1,000

Boulton Community Park (G-10) 1291 Boulton Drive Electoral Area G (Sandpiper area)

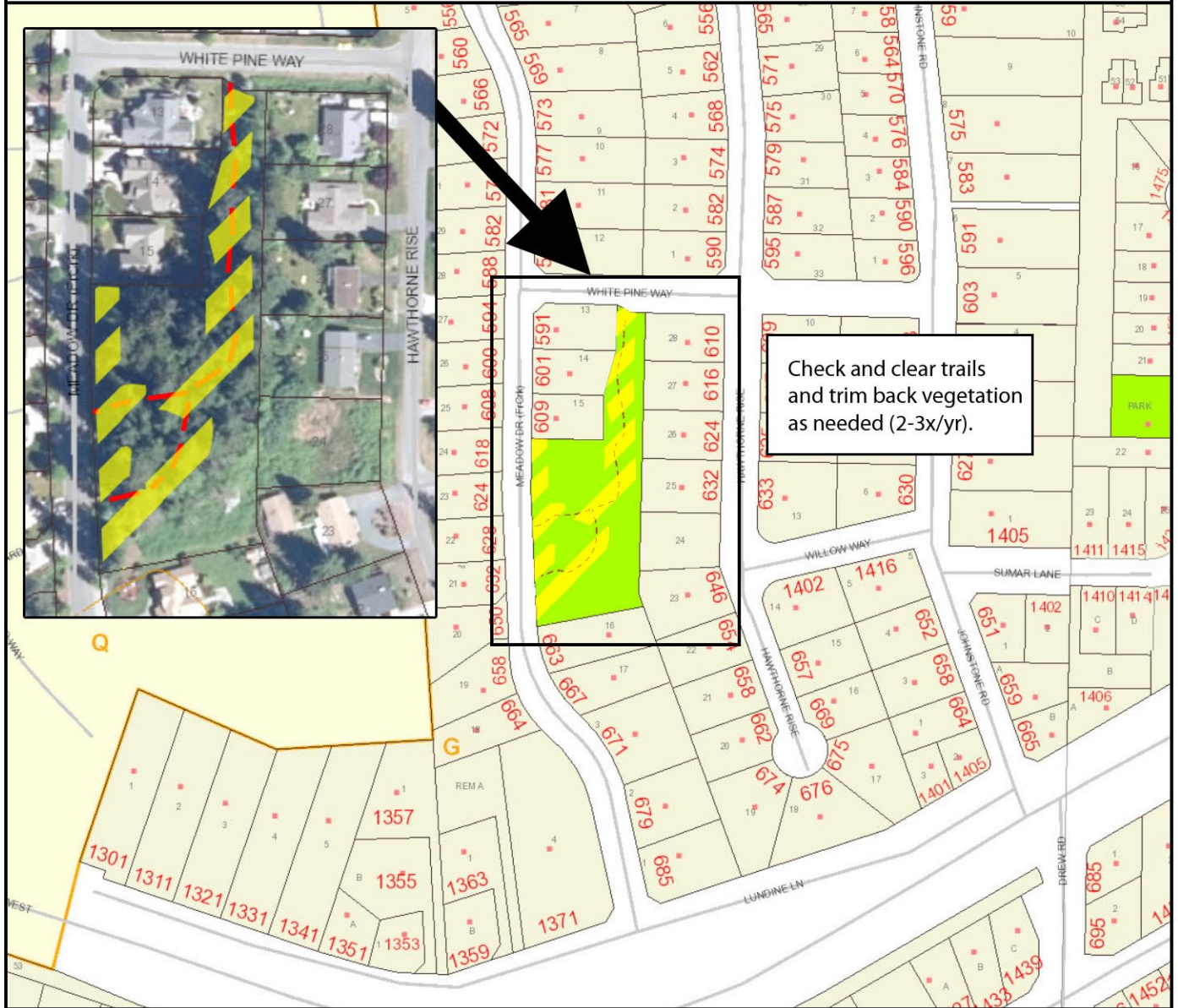


Area to be maintained.



Scale is 1:1,000

Hawthorne Rise Community Park (G-13) 625 Meadow Drive Electoral Area G (French Creek area)



Area to be maintained/brushed

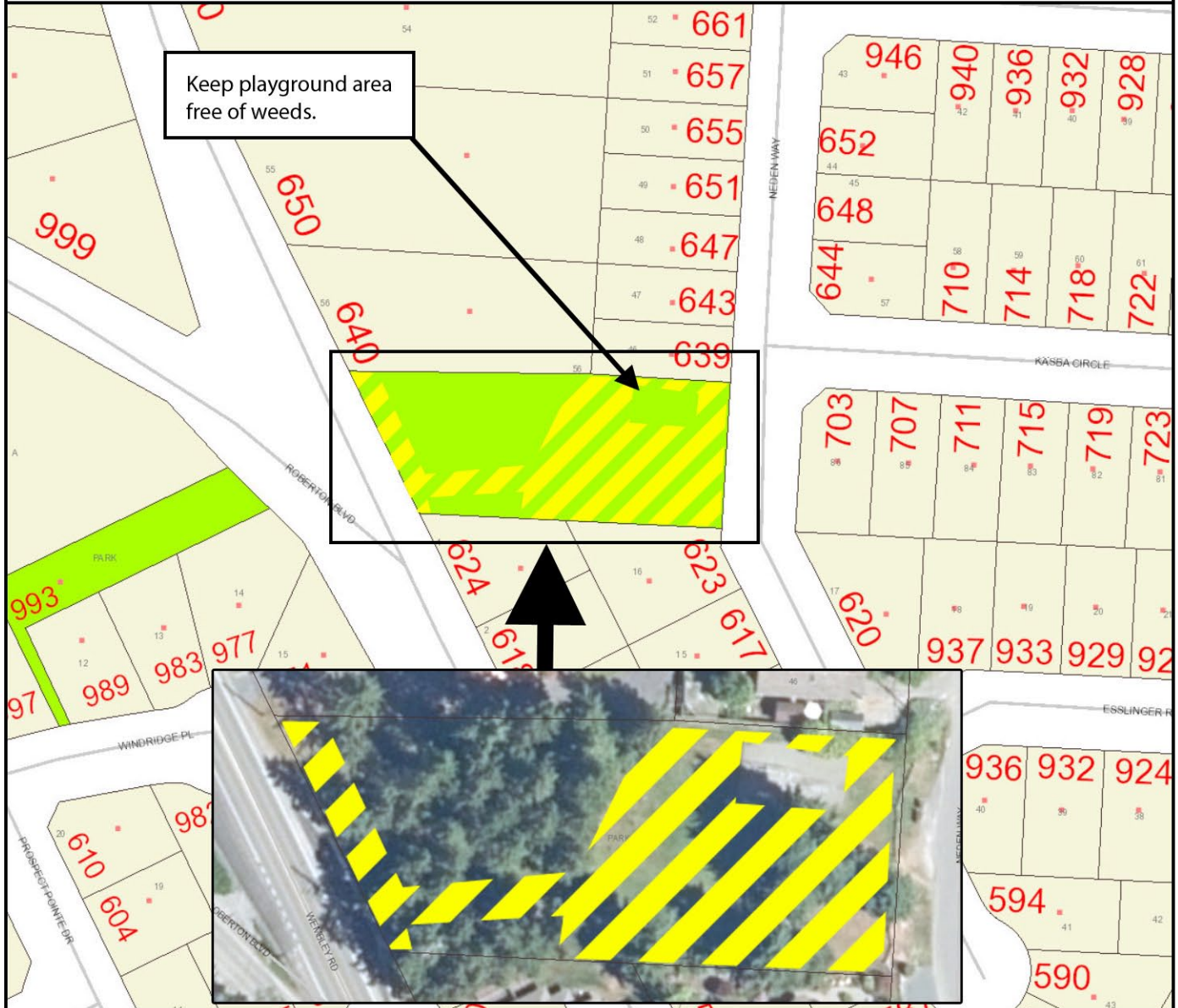


Trail



Scale is 1:2,000

Neden Community Park (G-15) 629 Neden Way Electoral Area G (French Creek area)



Area to be maintained.



Scale is 1:1,000

Dashwood Community Park (G-27) 1210 Centre Road Electoral Area G (Dashwood)



Area to be brushed and mowed

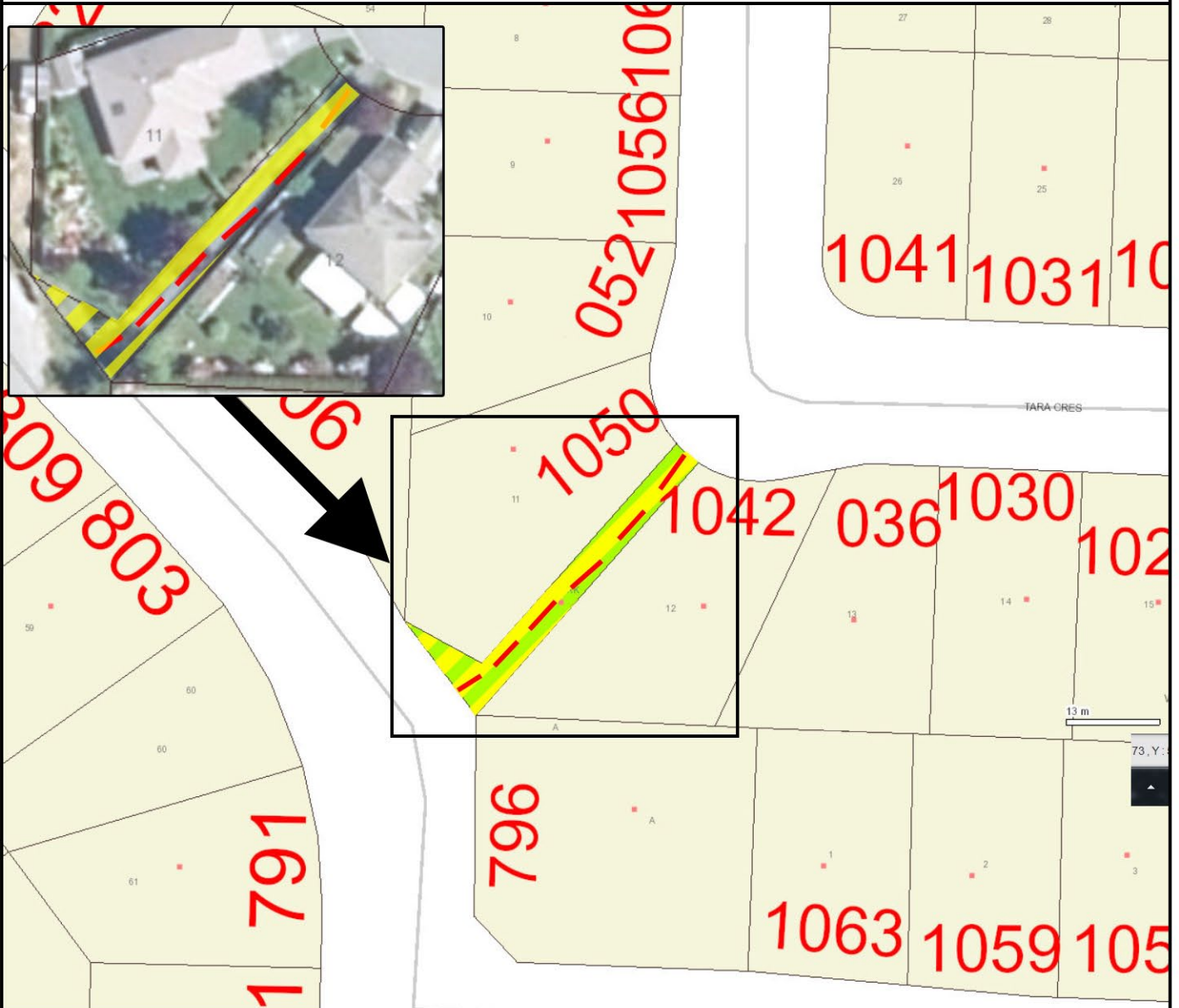


Scale is 1:2,000

Tara Crescent Community Park (G-32)

1046 Tara Crescent

Electoral Area G (French Creek)



Area to be brushed

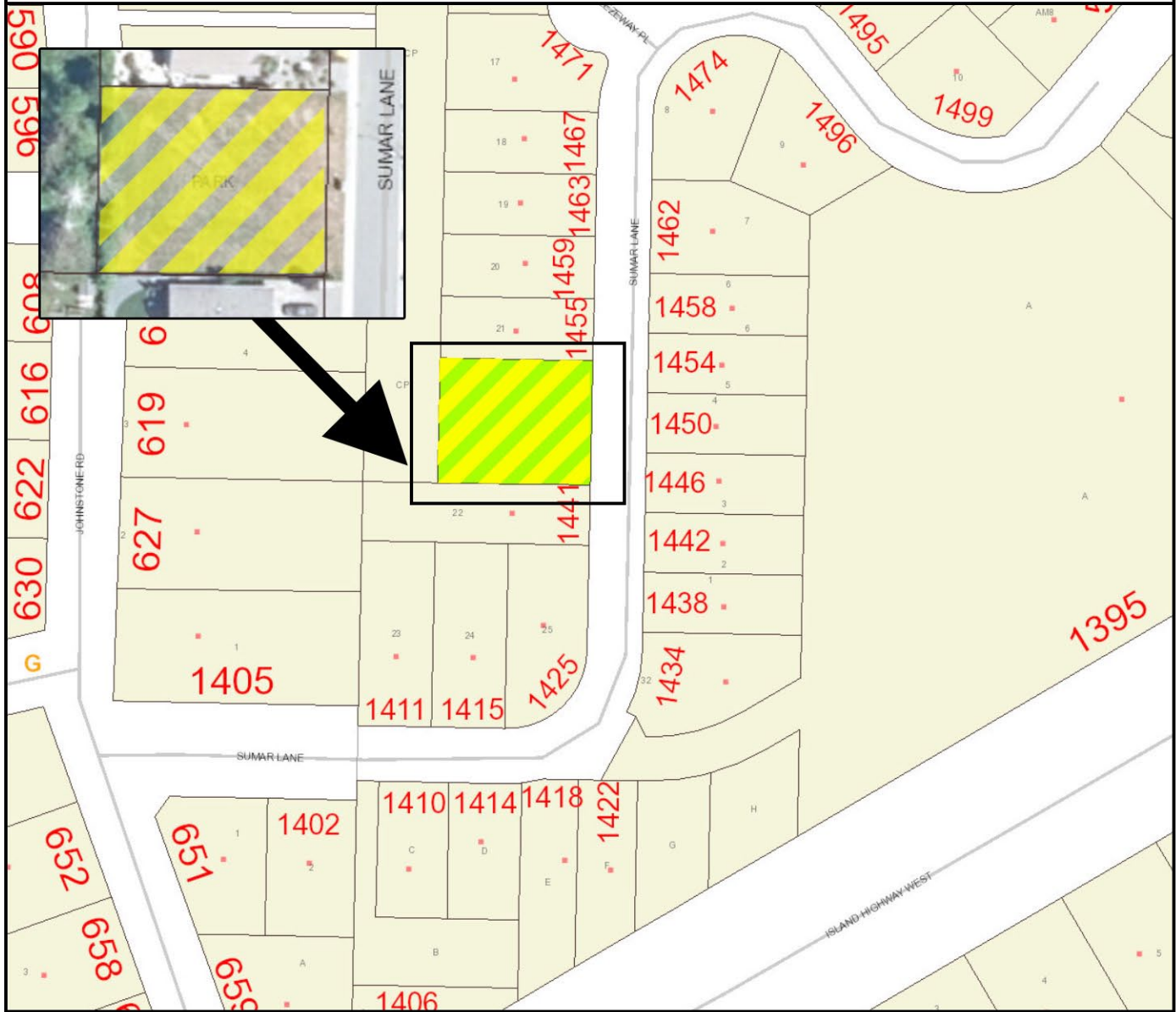


Scale is 1:500

Sumar Lane Community Park (G-35)

1449 Sumar Lane

Electoral Area G (French Creek)



Area to be brushed and mowed.



Scale is 1:1000

Henry Morgan Community Park (H-19) 95 Henry Morgan Drive Electoral Area H (Bowser)



Area to be maintained.



Scale is 1:1,000

Sunnybeach Community Park (H-20) 6157 Island Hwy West Electoral Area H (Qualicum Bay area)

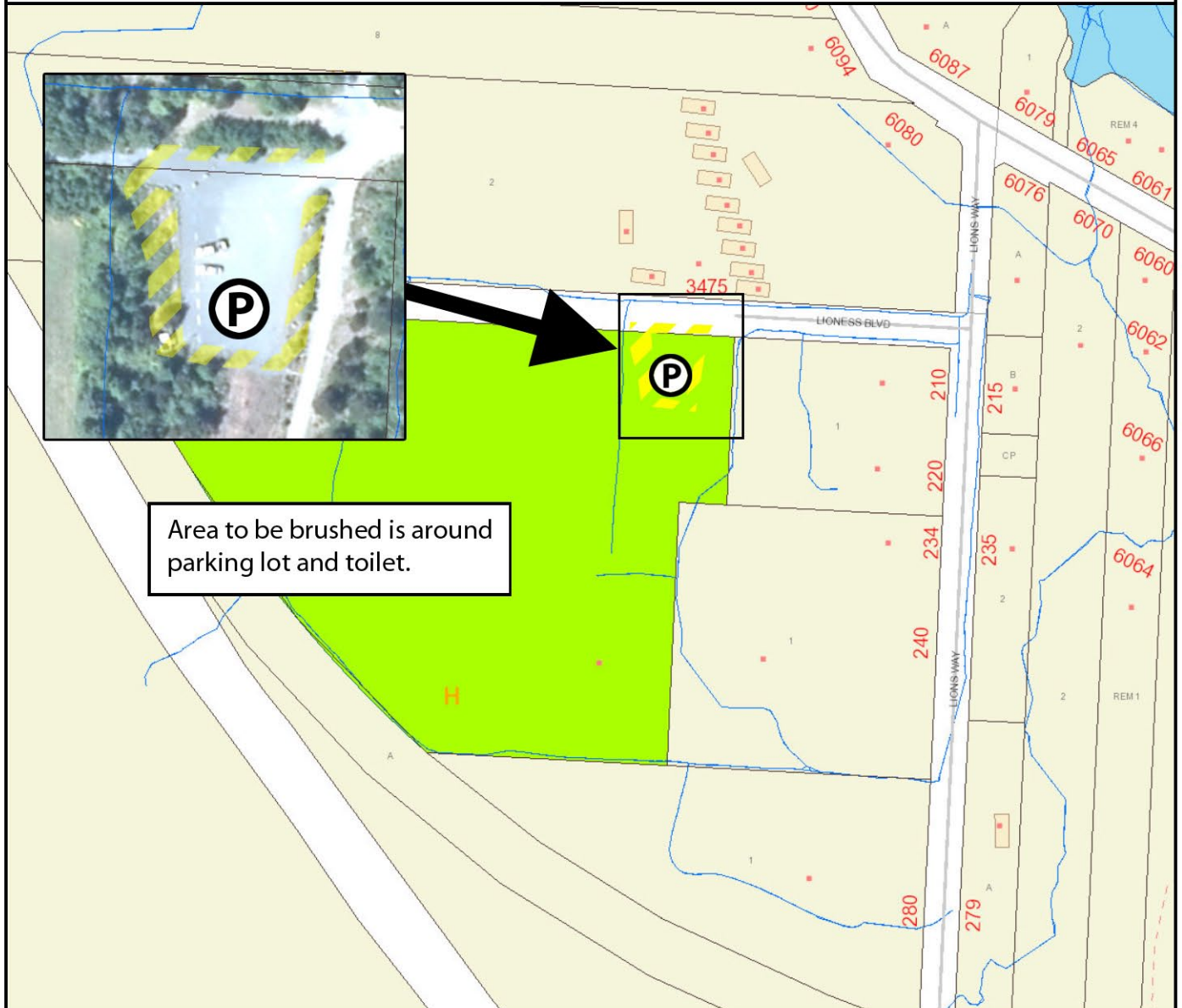


Area to be brushed and mowed.



Scale is 1:1000

Lighthouse Country Regional Trail 3480 Lioness Blvd. Electoral Area H (Bowser area)



Area to be brushed and weeded.



Brush around wheel stops and keep parking area weed free



Scale is 1:2000



APPENDIX 1

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]

[address]
[address]

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

- A. The RDN called for proposals for the provision of Contractor services for [NAME OF PROJECT] (the "**Project**"), and the Contractor in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedules "D" to this Agreement.
- B. The RDN has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by



the Regional District to the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period [commencing * and terminating on *] (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Contractor's expense any insurance that the Contractor is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Contractor must provide and maintain at the Contractor's expense any insurance specifically required in Schedule "B" to this Agreement. The Contractor must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) provide a sufficient number of Personnel who have the qualifications, training, experience and capabilities to successfully perform the Services, as determined with reference to the requirements of the Services to be



performed by each Personnel. The Contractor will:

effectively and efficiently supervise all Personnel to ensure that the quality of the Services and the conduct of the Personnel meets the requirements of the Contract;

ensure that Personnel act in a proper and professional manner having regard to the Standard of Care;

provide appropriate training for all Personnel having regard to their role, experience, duties and responsibilities;

promptly investigate any complaint about Personnel from the RDN, resident or customer and take appropriate corrective action; and

promptly replace, without any additional cost to RDN, any Personnel if RDN reasonably objects to the performance, experience, qualifications or suitability of any of the Personnel.

- (g) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (h) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (i) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (j) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the Regional District that:



- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

- 5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".
- 5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

- 6.1 The Contractor will indemnify and save harmless the RDN and all of its elected and appointed officials, officers, employees, servants, advisors, representatives and agents, from and against all third party claims, demands, causes of action, suits, losses, damages and costs, liabilities, liens, encumbrances, expenses and judgments (including all actual legal costs) which RDN incurs, suffers or is put to arising out of or in connection with the provision of the services.

7.0 FAILURE TO PERFORM

- 7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement immediately by written notice to the Contractor.
- 7.2 If the Contractor, to a material extent fail, refuse or neglect to perform the Services as required by this Contract;

fail to comply with a material requirement of this Contract including putting the



safety of the public or the environment at risk; or

commit a breach, or series of breaches, of any term, covenant, representation or undertaking to the RDN, including a breach for which a deduction could be made, which demonstrates either a persistent inability, or a persistent unwillingness, to comply with its obligations under this Contract,

then the RDN may notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the two days immediately following the receipt of such notice.

7.3 Correction of Default

If the correction of the default cannot be completed in the two days specified, the Contractor will be in compliance with the RDN's instructions if the Contractor:

immediately takes all reasonable steps to begin to correct the default; and

provides the RDN Representative with a schedule reasonably acceptable to the RDN Representative for such correction; and

completes the correction strictly in accordance with such schedule.

7.4 Remedies

If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the RDN may, without prejudice to any other right or remedy:

correct such default and deduct from any payment then or thereafter due to the Contractor;

the RDN's reasonable costs of such correction (including the RDN's reasonable staff and administration costs) as certified by the RDN Representative;

delete any portion of the Services from this Contract for the balance of the Term, in which event the Contractor will remain responsible for the performance of the remaining Services; and/or

terminate the whole or any part of this Contract.

7.5 The Regional District may terminate this Agreement, without cause, at any time by giving not less than sixty (60) days' written notice to the Contractor.

7.6 In the event that this Agreement is terminated, the Contractor shall be paid by the



Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Contractor's default.

8.0 CONFIDENTIALITY

8.1 The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

9.0 NOTICE

9.1 Any notice required to be given under this Agreement will be directed to the following individuals:

To the RDN: 6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention:
Email:
Telephone:

To the Contractor: **[Insert the Contractor's address for delivery here as well as email and telephone contact information]**

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(I), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.



13.0 RELATIONSHIP

- 13.1 The legal relationship between the Contractor and the Regional District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.
- 13.2 The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

14.0 NO ASSIGNMENT

- 14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

15.0 WAIVER

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Regional District of Nanaimo of British Columbia.

18.0 AMENDMENT

- 18.1 This Agreement may not be modified or amended except by the written agreement of the parties.



19.0 CONFLICT

19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

20.0 HEADINGS

20.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

21.0 INTERPRETATION

21.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

22.0 ENUREMENT

22.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

23.0 DISPUTE RESOLUTION

23.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Contractor be submitted to mediation.

23.2 In the event of a dispute, the parties agree to resolve the dispute by:

Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.

23.3 If, after 30 business days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and the Mediator's decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

24.0 COUNTERPART



24.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

25.0 DOCUMENTATION, PATENT AND COPYRIGHT

25.1 **Title.** The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Service Provider pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the RDN without any payment by the RDN therefor.

25.2 **Patent and Copyright.** The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the RDN without any payment by the RDN therefor.

25.3 **Further Assurances.** The Service Provider shall upon request by the RDN, do all such things and execute and deliver to the RDN all such documents and instruments as the RDN shall reasonably require in order to vest title, property rights and ownership in the RDN and the Service Provider shall execute and deliver all such assignments, documents and instruments as may, in the RDN's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

26.0 DELAY IN PERFORMANCE

26.1 Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to



the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

27.0 SEVERABILITY

27.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.0 PAYMENT

28.1 The Service Provider shall submit invoices to the RDN for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.

28.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Service Provider shall also provide to the RDN upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the RDN shall request.

28.3 Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

28.4 The Service Provider shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The RDN or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.



29.0 SUBCONTRACTORS

29.1 The Service Provider may retain Sub contractors to assist in the performance of the Services provided that the terms of this Agreement shall apply to the Sub contractors and provided that the Service Provider shall be wholly responsible for the professional standards, performance and all actions of the Sub contractors. The Service Provider shall only employ Sub contractors having the appropriate standards, qualifications and experience in their respective areas of expertise.

30.0 WORK AND SERVICES OMITTED

30.1 Upon receipt of written direction from the RDN, the Service Provider shall omit Services to be performed under the Agreement. The Service Provider shall have no claim against the RDN for loss associated with any omitted Services.

31.0 THIRD PARTY RIGHTS

31.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDN and the Service Provider.

32.0 WORKERS COMPENSATION BOARD AND SAFETY

32.1 The Contractor:

- (a) will at its own expense, procure and carry full Workers Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services;
- (b) upon request by the RDN, will provide the RDN with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming that the Contractor is registered in good standing with the Workers Compensation Board;
- (c) will ensure compliance with and conform to all health and safety laws, by laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act (British Columbia) and Regulations pursuant thereto;
- (d) agrees that it is the "prime contractor" for the Services as defined in the Worker's Compensation Act;
- (e) agrees that it has in place the appropriate health and safety training for Personnel, and to provide evidence of such training upon request by the RDN;
- (f) will comply with all the Workers Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations;



(g) agrees and acknowledges that the RDN has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers Compensation Board coverage against any monies owing by the RDN to the Contractor; and
(h) agrees and acknowledges that the RDN may, on 24 hours' prior written notice to the Contractor, rectify at the Contractor's cost any conditions creating an immediate hazard existing that would be likely to result in injury to any person. Nothing in the foregoing will cause the RDN to become responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.



SCHEDULE "A"

A.1 SERVICES

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

A.2 FEES

- [Insert details of fees and payment schedule]

A.3 REIMBURSABLE EXPENSES

- [List all reimbursable expenses, if any.]



SCHEDULE "B"

INSURANCE

The Contractor shall, at its own expense, provide and maintain throughout the Term the following minimum insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- a. **Comprehensive General Liability** in an amount not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The RDN is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

- .01 Products or Completed Operations Liability;
- .02 RDN's and Contractor's Protective Liability;
- .03 Blanket Written Contractual Liability;
- .04 Contingent employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile Liability;
- .07 Cross Liability;
- .08 Employees as additional Insureds;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;
- and where such further risk exists:**
- .11 Shoring Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .12 Elevator and Hoist Liability; and
- .13 Operation of Attached Machinery.

- b. **Automobile Liability** on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000.00)
- c. **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and including aircraft passenger hazard liability, where applicable.
- d. **Professional Liability Insurance** \$250,000 per occurrence, \$1,000,000.00 aggregate. **[Delete if not required]**
- e. **Property** insurance which shall cover all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the RDN, and shall contain a waiver of subrogation against the RDN.



2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the RDN.
3. The Contractor shall provide the RDN with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in a form acceptable to the RDN. When requested by the RDN, the Contractor shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the RDN with thirty days (30) advance written notice of cancellation or material change.
5. The Contractor hereby waives all rights of recourse against the RDN with regard to damage to the Contractor's property.
6. The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.