



## **REQUEST FOR PROPOSALS No. 21-014**

### **Landscape Maintenance Services for Parks and Trails**

**ISSUED: February 4, 2021**

#### **CLOSING DATE AND TIME:**

Submissions must be received at the Closing Location on or before:  
**3:00 PM (15:00 hrs) Local Time on February 24, 2021**

#### **Regional District of Nanaimo (RDN) Contact for Questions:**

Mark Dobbs, Superintendent of Parks Operations and Capital Projects

Email: [mdobbs@rdn.bc.ca](mailto:mdobbs@rdn.bc.ca)

250 248-4744 X3605

**Include the RFP No. 21-014 in the subject line of all Email questions**

Questions are requested at least five (5) business days before the closing date.

#### **Proponent's Information Meeting:**

No information meeting or formal site visits will be held

Proposals will not be opened in public



## **Instructions to Proponents**

### **Closing Date/Time/Submission Method**

Submissions must be received by Email on or before 3:00 PM (15:00 hrs), Local Time, on February 24, 2021.

Submission Method:

By Email: In PDF format with “**21-014 Landscape Maintenance**” as the subject line at this electronic address:

[mdobbs@rdn.bc.ca](mailto:mdobbs@rdn.bc.ca)

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

### **Amendment to Proposals**

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. 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](http://www.rdn.bc.ca)) and BC Bid ([www.bcbid.gov.bc.ca](http://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 all amendments are included prior to submitting their final Proposal submission.

### **Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

### **Unsuccessful Vendors**

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



## **1. INTRODUCTION**

The purpose of this Request for Proposal is to solicit submissions from qualified firms to provide landscape maintenance services for Community Parks and Park Properties as described in the Scope of Services section of this document.

It is the RDN's intention to award all included sites to one (1) Contractor.

If awarded the term of a Contract shall commence on March 15, 2021 and will expire on December 31, 2023 unless otherwise terminated.

## **2. SCOPE OF SERVICES**

The scope of service and service level expectations are identified in **Part "B"** of this document

## **3. PROPOSAL SUBMISSION AND EVALUATION**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

- a) Summary that illustrates an understanding of the RDN's requirements.
- b) Company profile, history, and areas of expertise;
- c) Brief description of recent similar contracts and duration;
- d) Technical qualifications and experience of key team members, including current certifications relevant to horticultural practice and landscape maintenance work, and history of similar work experience;
- e) Supervision strategy to ensure the work will be performed in a safe manor to a high standard and that any deficiencies are resolved quickly to the RDN's satisfaction ;
- f) Layout the plan to accomplish the work including timelines;
- g) Describe how your firm will monitor the work requirements and provide monthly status reports;
- h) State the means your company has of communicating with the RDN for emergency and regular work requests etc. (i.e. cell phone, email, etc.)
- i) Describe your quality management process and any certifications;
- j) Provide a list of major pieces of equipment available for performing the duties of this contract;
- k) Provide contact names and telephone numbers of three clients that you have provided landscape maintenance services for that are of a similar size and complexity to the RDN. Any or all references provided may be contacted to confirm the information provided and the nature and quality of the services provided. The RDN reserves the right to only contact the references of the highest ranked proponent.
- l) **Submit pricing for service in the format as shown in Part 'C' Pricing Table of this document.**

Proposals will be evaluated on the following basis 60% Technical, 40% Financial.



The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e.  $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$ .

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate 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 or the proposal process is cancelled.

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 and conduct any background investigation and/or seek any additional information it considers necessary.

#### **4. AWARD AND PROPOSED PURCHASE CONTRACT**

Approval to award a contract for the work resulting from this RFP will be subject to RDN's Chief Administration Officer.

The RDN's preferred form of Contract is the **Contractor Services Agreement** attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

#### **5. GENERAL CONDITIONS**

##### **5.1 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.

##### **5.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.



### ***5.3 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.

### ***5.4 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.

### ***5.5 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.

### ***5.6 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.

### ***5.7 Exclusion of Liability***

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. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.



***5.8 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.

***5.9 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.

# REQUEST FOR PROPOSALS No. 21-014

## Landscape Maintenance Services for Parks and Trails

### PART 'B' SCOPE OF SERVICES

#### 1. Scope of Service/ Service Level Standards

##### 1.1 Overview

This RFP includes providing maintenance services at 23 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

##### 1.2 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 following 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 included or permitted in this contract.

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

- **Fertilize:** On an annual basis to help maintain healthy, disease free plants, by mid-March.
- **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 in fall.
- **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 fiber:** 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.
- Observe for obvious damage or vandalism and report any unsafe conditions to the RDN.

### **Litter removal and clean-up:**

- Pick up all litter and debris from grounds and remove at each visit.  
Garbage collection from waste receptacles on any site is by others and is not included in the contract.

### **1.3 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 and with at least five (5) years relevant experience in horticultural practice or landscaping.

### **1.4 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.

### **1.5 Scheduling:**

Regular maintenance to occur during the following periods:

2021 – April 5<sup>th</sup> to October 30

2022 – March 1<sup>st</sup> to October 31

2023 - March 1<sup>st</sup> to October 31

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
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
H7	Dunsmuir	326 Horne Lake Road.	Community Park
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. 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

#### 3.1 Prime Contractor

For the purpose of carrying out Landscape Maintenance services the successful contractor agrees to be designated as Prime Contractor as per WorkSafe BC OH&S Regulations and will be responsible for the safety management of all persons present within the boundaries of the work site including but not limited to the Contractors workers, other workers, the Owner, and any inspector or agent appointed by any of them.

#### 3.2 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 at any of the park properties.

#### 3.3 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 programming activities ongoing in the Park.

#### 3.4 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.

#### 3.5 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.

### **3.6 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 in writing before such changes occur.

### **3.7 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.

### **3.8 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.

### **3.9 Invasive and Noxious Plant Species:**

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

**REQUEST FOR PROPOSALS No. 21-014**  
**Landscape Maintenance Services for Parks and Trails**  
**PART 'C' PRICING TABLE**

**Electoral Area A**

ID No.	Site Name	Address	Price 2021 Less GST	Price 2022 Less GST	Price 2023 Less GST
A6	Cedar Plaza	1856 Cedar Rd. Cedar	\$	\$	\$
A11	Thelma Griffiths	2108 Minto Ave, South Wellington	\$	\$	\$
A15	Cedar Skate Park	2050 Walsh Road Cedar	\$	\$	\$
<b>Total Annual Cost for Electoral Area A Community Parks</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

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

ID No.	Site Name	Address	Price 2021 Less GST	Price 2022 Less GST	Price 2023 Less GST
C9	Meadow Drive	2885 Meadow Drive E. Wellington	\$	\$	\$
C16	Anders & Dorritt's	3734 Jingle Pot Rd E. Wellington <i>Proposed Improvement Work 2021</i>	\$	\$	\$
<b>Total Annual Cost for Electoral Area C Community parks</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

**Electoral Area E**

ID No.	Site Name	Address	Price 2021 Less GST	Price 2022 Less GST	Price 2023 Less GST
E4	Blueback	3421 Tye Crescent Nanoose	\$	\$	\$
E27	Claudet Rd	2030 Claudet Rd, Nanoose	\$	\$	\$
E32	Stone Lake Drive	1565 Stone Lake Dr. Nanoose	\$	\$	\$
<b>Total Annual Cost for Electoral Area E Community Parks</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

**Electoral Area F**

ID No.	Site Name	Address	Price 2021 Less GST	Price 2022 Less GST	Price 2023 Less GST
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F17	Errington	1550 Veterans Rd. Errington <i>Proposed Improvement Work 2021</i>	\$	\$	\$
F21	French Creek	2348 Alberni Hwy Coombs	\$	\$	\$
<b>Total Annual Cost for Electoral Area F Community Parks</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

### Electoral Area G

ID No.	Site Name	Address	Price 2021 Less GST	Price 2022 Less GST	Price 2023 Less GST
G8	Dalmatian	1592 Marine Circle. French Creek	\$	\$	\$
G9	Maple Lane	1035 Maple Lane Dr. San Pareil	\$	\$	\$
G10	Boulton	1291 Boulton 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	\$	\$	\$
<b>Total Annual Cost for Electoral Area G Community Parks</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

### Electoral Area H

ID No.	Site Name	Address	Price 2021 Less GST	Price 2022 Less GST	Price 2023 Less GST
H7	Dunsmuir Community Park	326 Horne Lake Road. <i>Proposed Improvement Work 2021</i>	\$	\$	\$
H19	Henry Morgan	95 Henry Morgan Dr. Bowser	\$	\$	\$
H20	Sunny Beach Water Access	6157 Island Hwy West, <i>Proposed Improvement Work 2021</i>	\$	\$	\$
<b>Total Annual Cost for Electoral Area H Community Parks</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

LCT Reg	Lighthouse Country Reg Trail -Trailhead	3480 Lioness Blvd Qualicum Bay	\$	\$	\$
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<b>Total Contract Value for Three Year Term Excluding GST</b>				<b>\$</b>
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**Planned Development or Improvements to Included Park Properties**

Park properties in the table below have been identified for proposed improvements that may result in a change or modification to the landscape maintenance services required at the sites during construction, or after completion of the improvements.

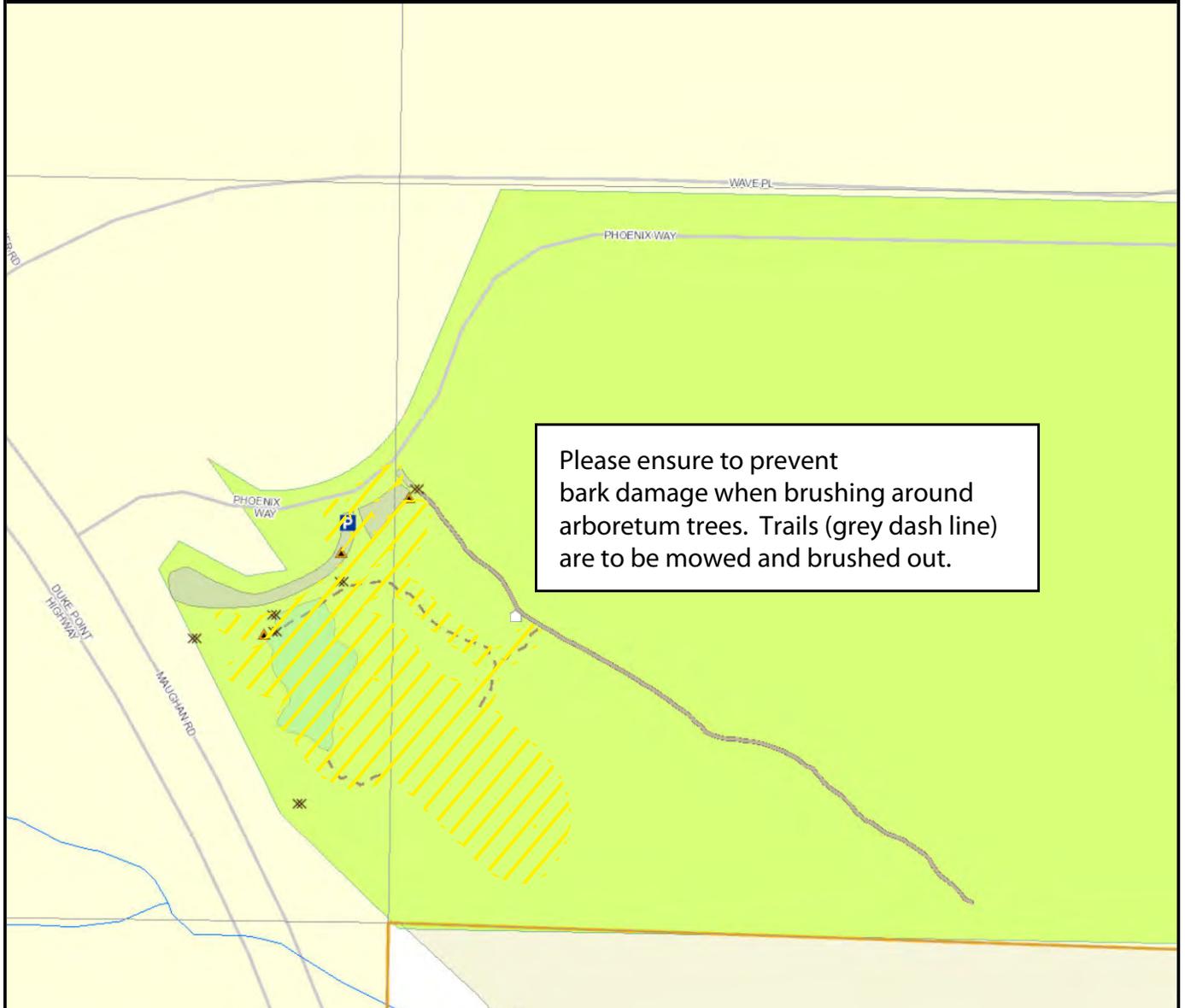
**Proponents are asked to submit pricing for the parks as they exist at the time of this RFP.**

Changes resulting from improvement projects 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 will be negotiated and mutually agreed upon before such changes take effect.

<b>COMMUNITY PARK 2021 DEVELOPMENT</b>	<b>ANTICIPATED CONSTRUCTION START DATE</b>	<b>ANTICIPATED COMPLETION DATE</b>
Anders & Dorrit's Community Park Development	June 2021	October/November 2021
Errington Community Park Playground	May 2021	October 2021
Dunsmuir Community Park Playground	May 2021	August 2021
Sunny Beach Site Improvements	May 2021	June 2021

Construction start and end dates are tentative at the time of this RFP and subject to change.

# Arboretum 1200 Maughan Road City of Nanaimo



Area to be mowed



Scale is 1:2,000

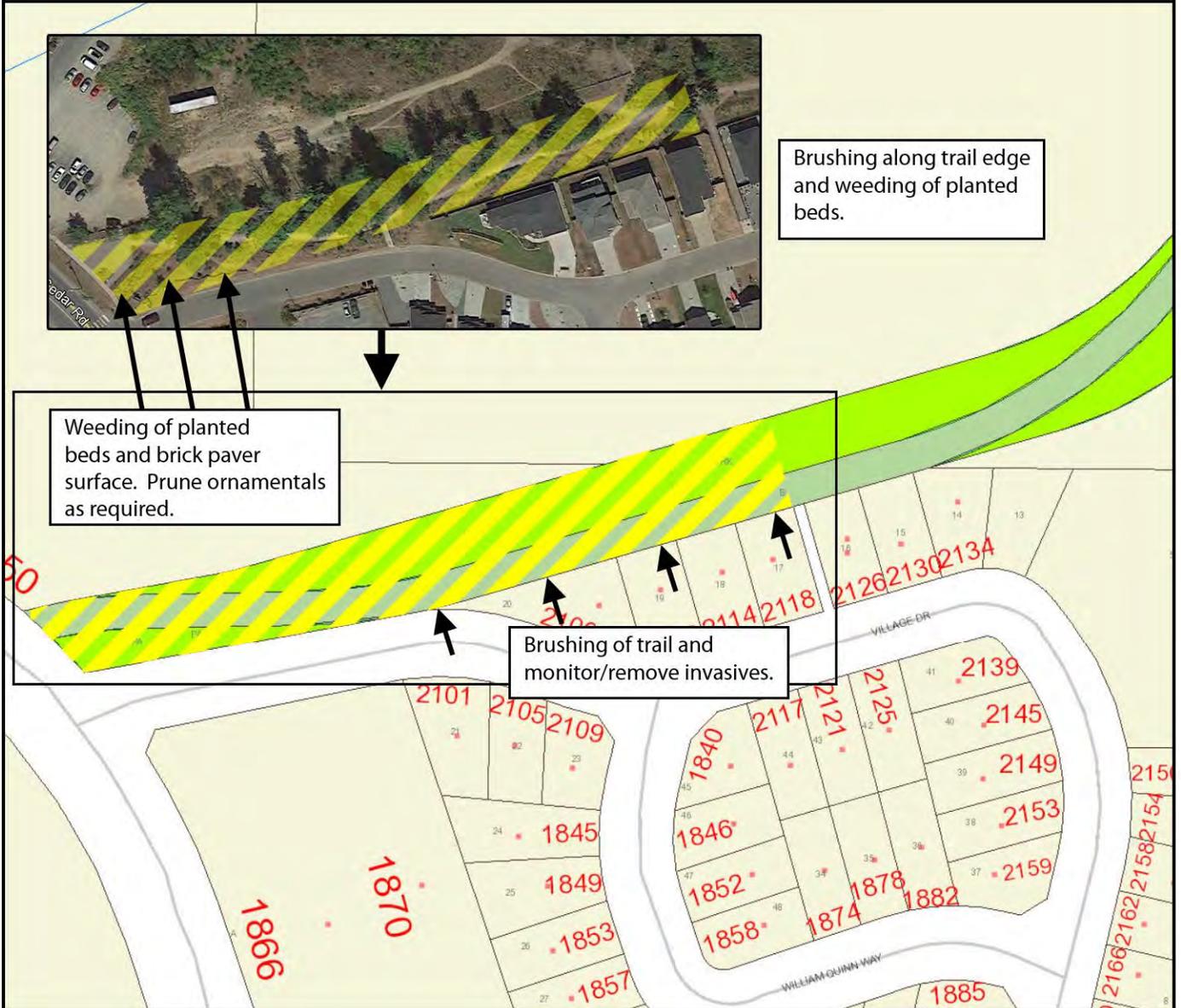
## Cedar Plaza - Morden Colliery Trail (A-06) 1856 Cedar Rd. Electoral Area A (Cedar)



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  
Pick up and remove litter each visit.

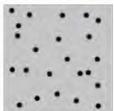


Scale is 1:1,000

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



Area to be maintained.  
Ornamental grasses to be cut back in fall.



Gravel surface under playground  
to be kept free of weeds.



Scale is 1:1,000

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



Pick up litter around site each visit.

Mowing of crosshatched 'overflow parking' area west of gravel parking lot maintained to "rough grass" standard.



Mowing and weeding



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

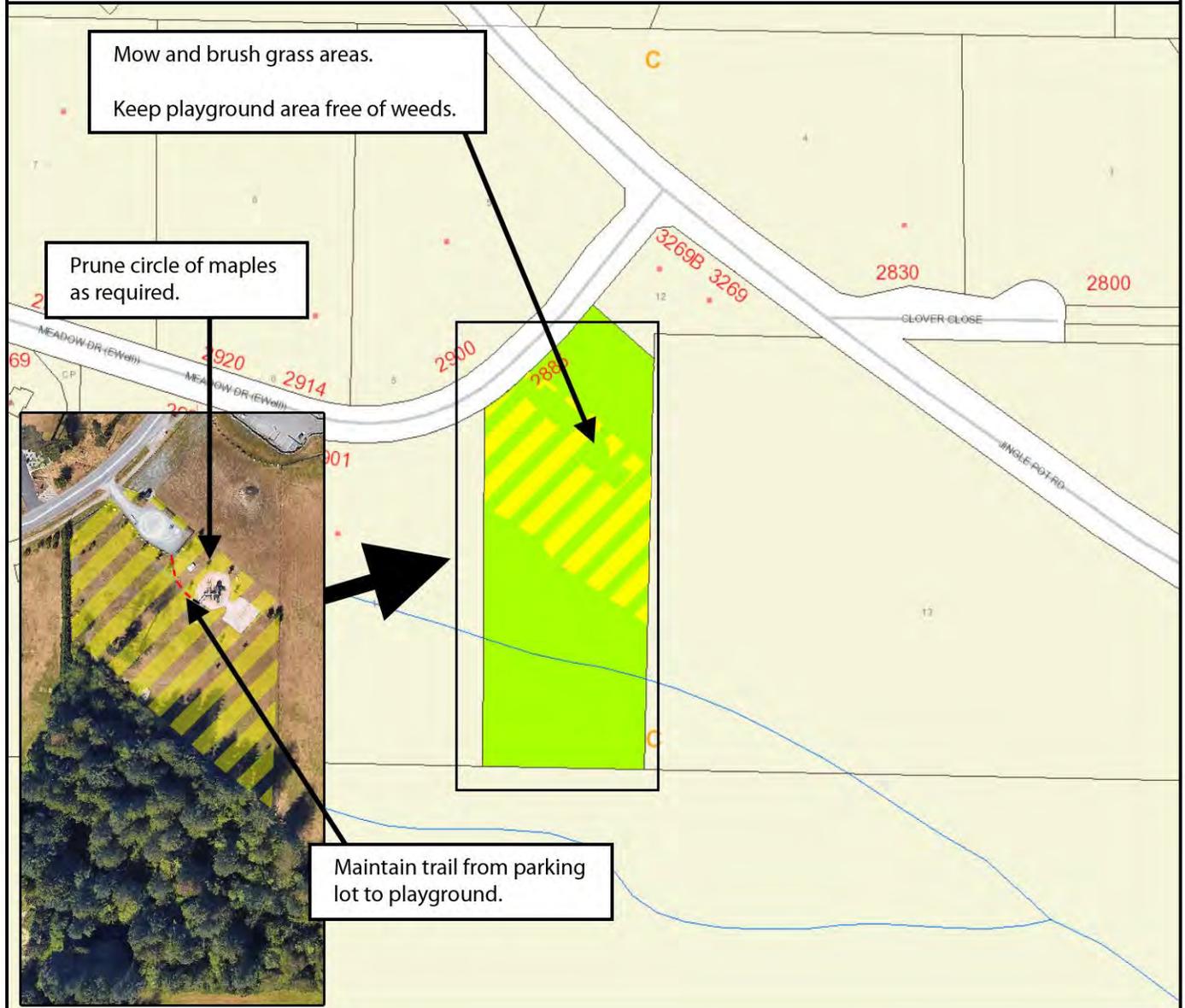


Gravel surface trail



Scale is 1:1,000

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



Area to be maintained. Prune planted maples as required.



Trail



Scale is 1:2,000

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

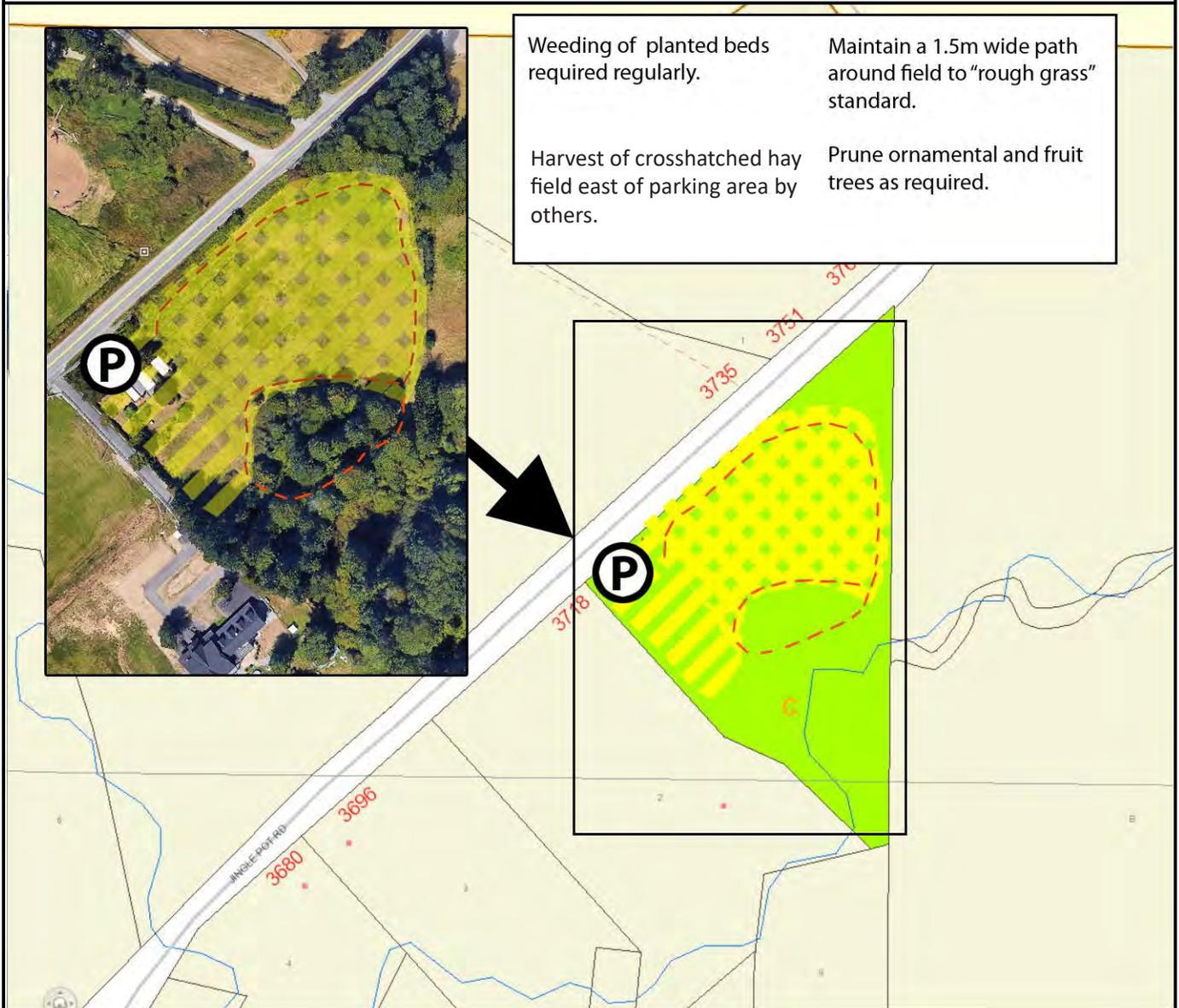


Weeding of planted beds required regularly.

Maintain a 1.5m wide path around field to "rough grass" standard.

Harvest of crosshatched hay field east of parking area by others.

Prune ornamental and fruit trees as required.



Area to be brushed and mowed.

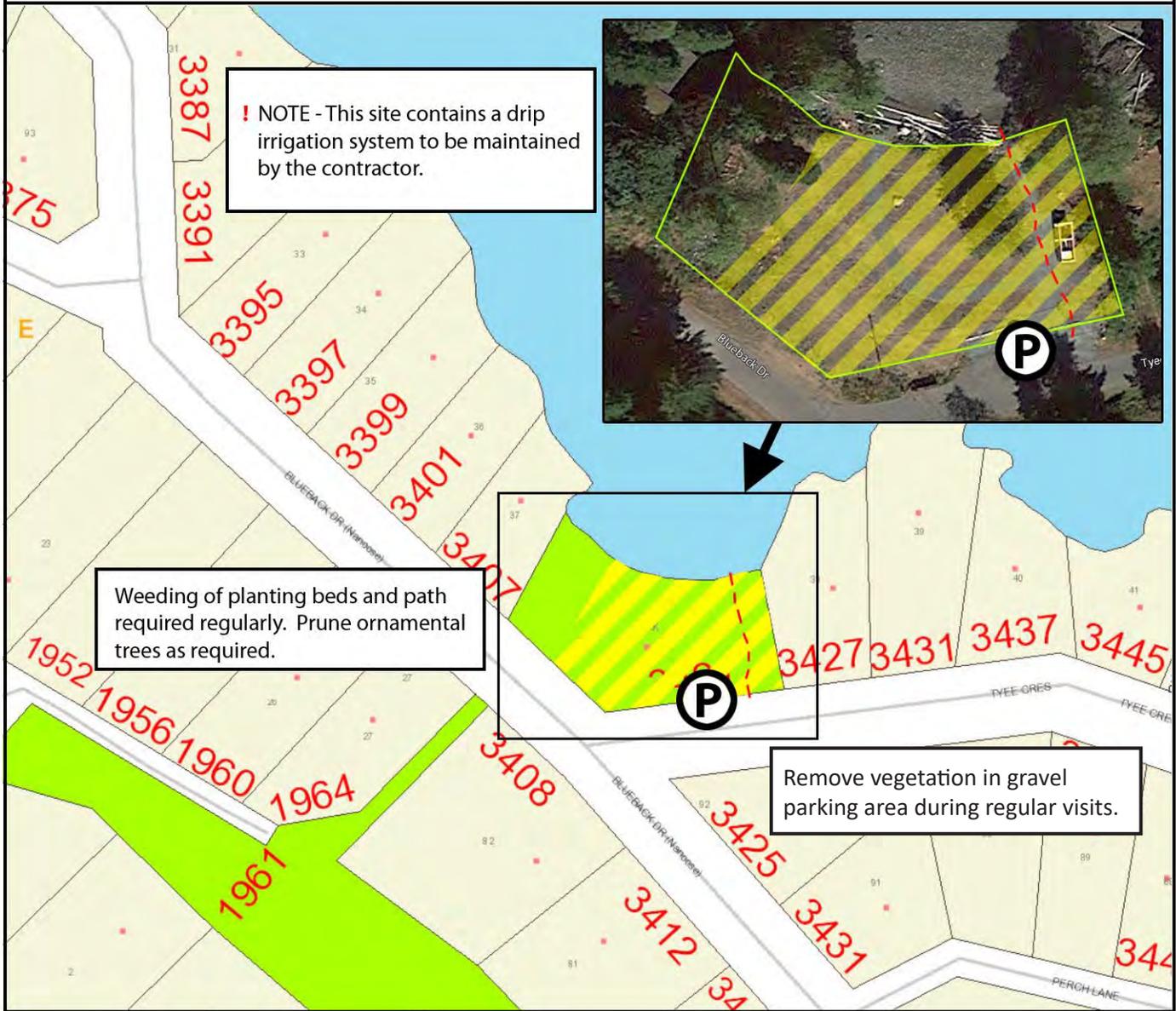


Trail



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

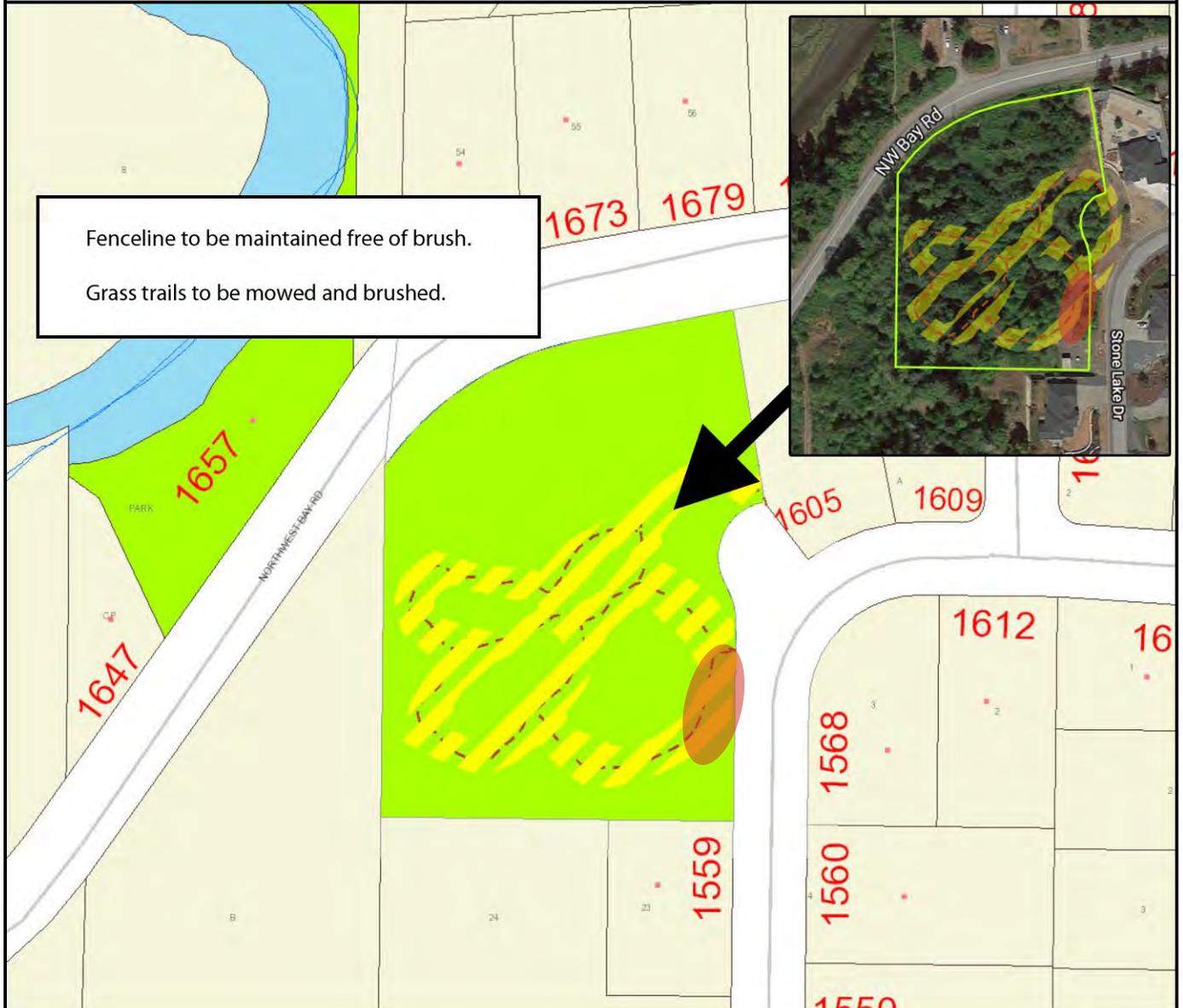


Keep gravel parking area free of weeds



Scale is 1:2000

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



Area to be brushed and mowed.



Trail



Natural Playground.  
Native planting along  
fence line and under  
Alders to be kept free  
of weeds and invasive  
species.



Scale is 1:1000

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



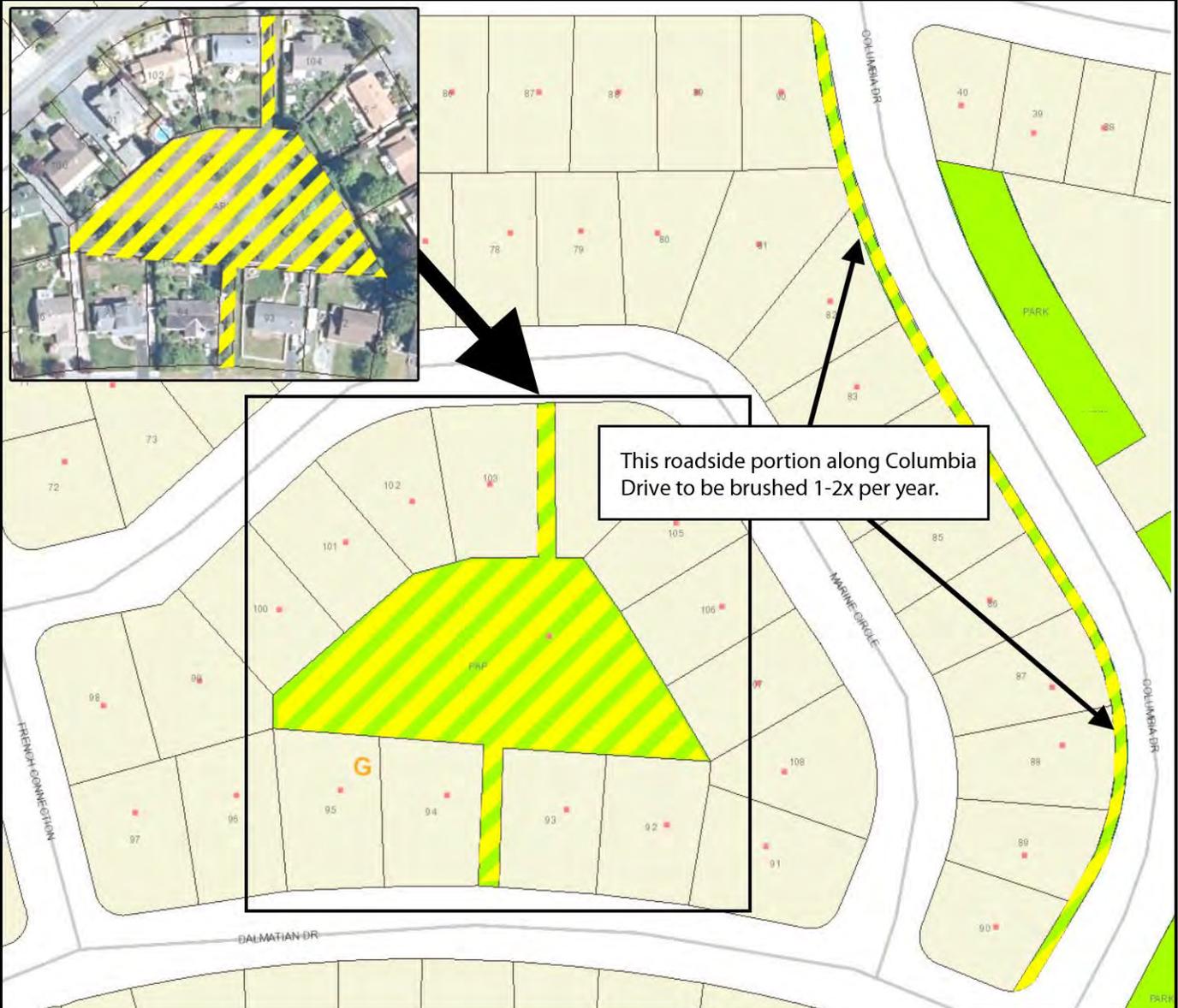
Area to be mowed and brushed



Scale is 1:1000



## 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)



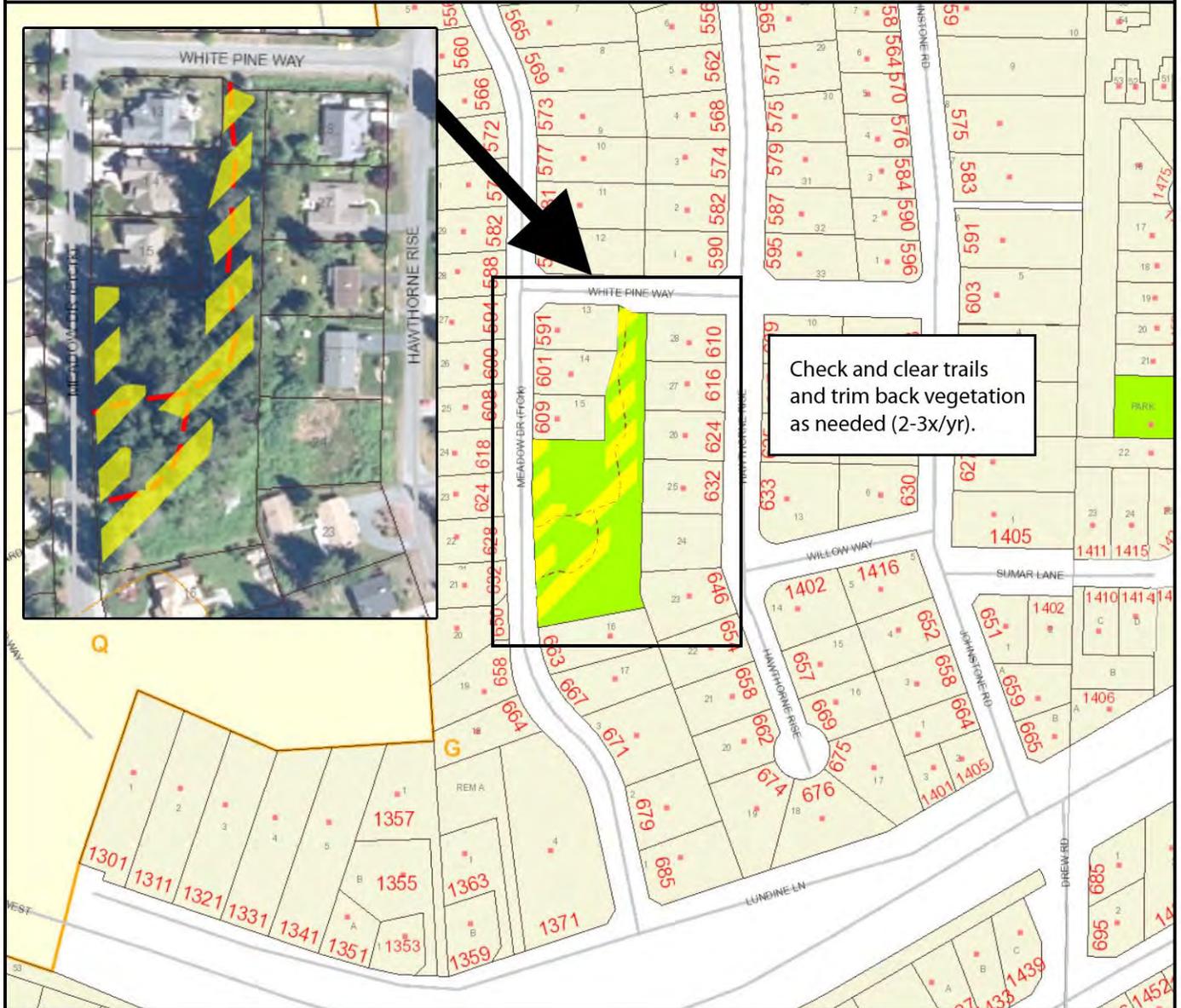
Area to be maintained.



Scale is 1:1,000



# 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



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

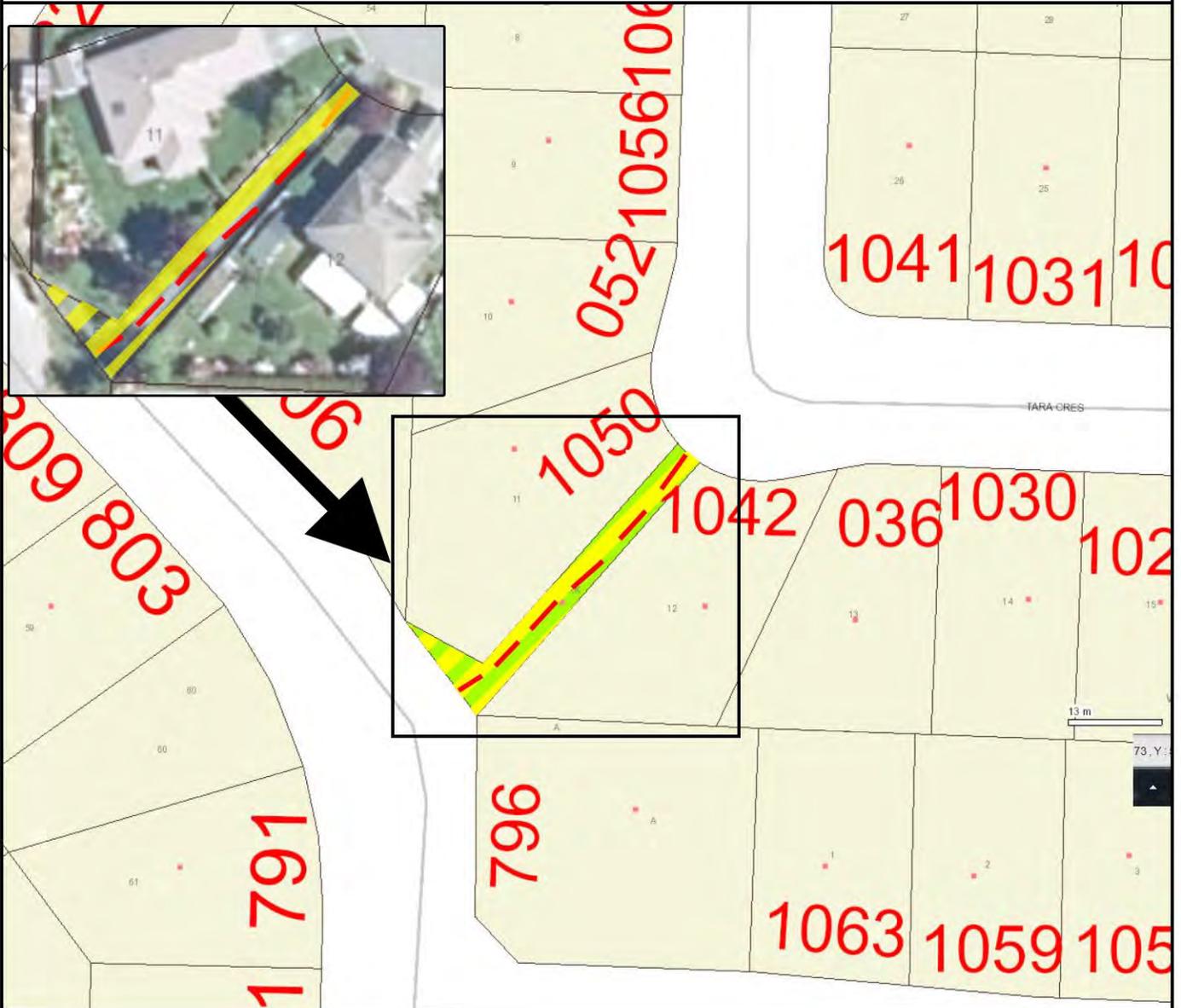


Area to be brushed and mowed  
Keep grass and vegetation cut around playground areas.



Scale is 1:2,000

# Tara Crescent Community Park (G-32) 1046 Tara Crescent Electoral Area G (French Creek)



Area to be brushed

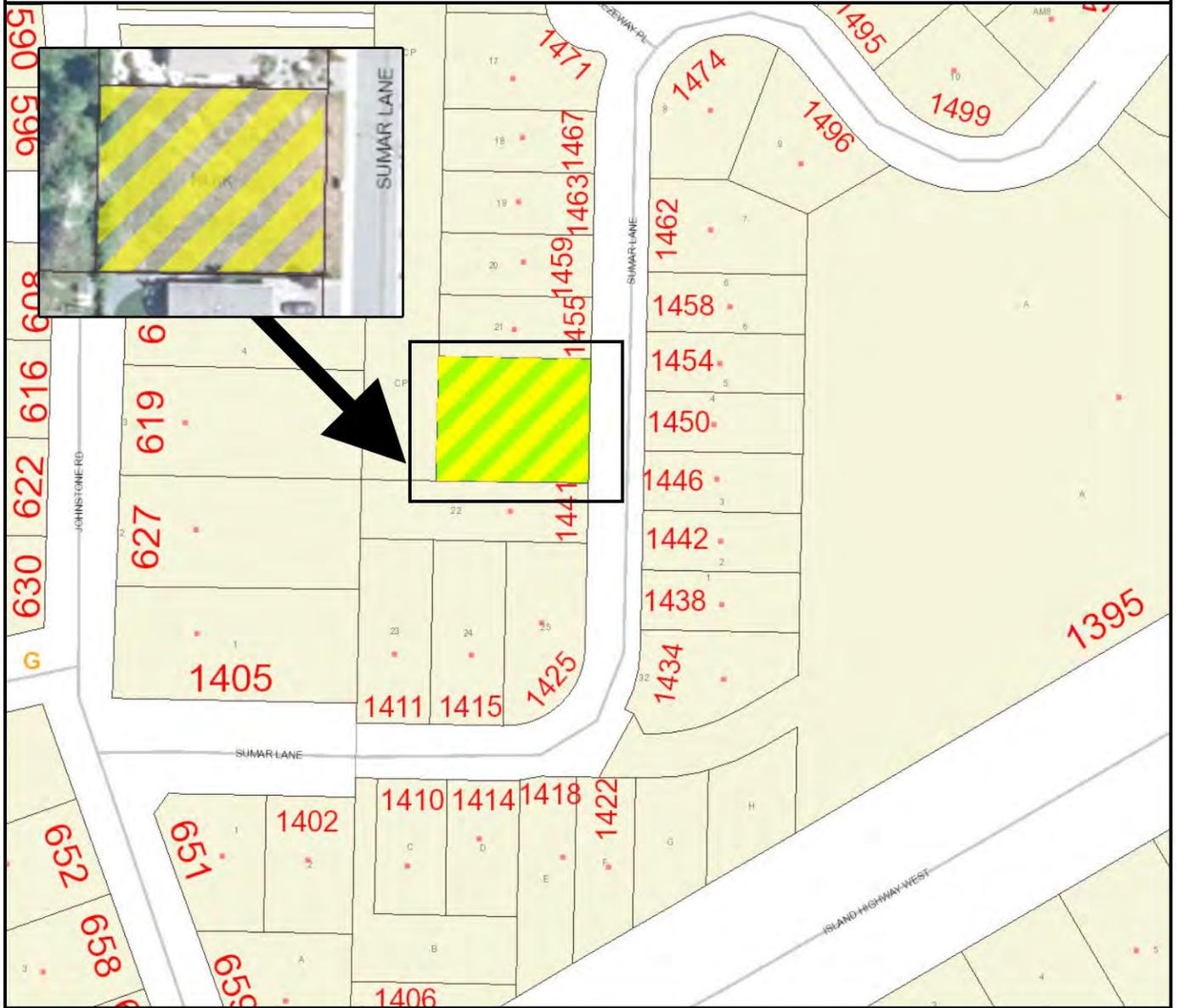


Scale is 1:500

# 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



**REGIONAL DISTRICT OF NANAIMO**  
**CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

**NOW THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

**1. Services**

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Services") and the Contractor agrees to provide the Services in a diligent manner.

**2. Term**

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided.

**3. Payment**

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

**4. Independent Contractor**

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

## **5. Assignment and Sub-contracting**

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

## **6. Indemnity**

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

## **7. Insurance**

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of general commercial liability insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.
- b) Automobile Liability on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000)
- c) Contractor is responsible for any other insurance required to protect their interests.
- d) The cost of any insurance and deductibles are the responsibility of the Contractor.

## **8. WCB Coverage & Prime Contractor Designation**

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

## **9. Termination**

Notwithstanding any other provision of this Agreement:

- (a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff

- (b) Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

#### **10. Prior Dealings**

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

#### **11. Waiver**

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

#### **12. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

#### **13. Dispute Resolution**

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

#### **14. Freedom of Information**

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

## **15. Governing Law**

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## **16. Delay in Performance**

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, pandemic, 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.

## **17. Amendment**

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

## **18. Judge of Work and Materials**

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

## **19. CSA Seal or Provincial Certificate Approval**

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2012) as adopted and amended by the Province of British Columbia (hereinafter referred to as the “Electrical Code”), as amended from time to time.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

**20. Rectification of Damage and Defects**

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

**21. Warranty and Guarantee**

On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any materials supplied by him.

The REGIONAL DISTRICT is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

**22. Statutes, Bylaws, Regulations and Permits**

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules and regulations, whether federal, provincial or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

**23. Site Inspection**

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

**24. Use of Premises**

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

**25. Clean Up**

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

**26. Change Orders**

If for any reason it may become desirable during the course of the work to change the alignment, dimensions or design, or to add to or to omit portions thereof, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

**27. Collection of Personal Information**

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

**SIGNATURES**

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

**For the Regional District of Nanaimo:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**For the Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

SAMPLE

**SCHEDULE "A"**

**SCOPE OF WORK**

The Contractor shall provide the Services as outlined below:

**SCHEDULE "B"**

**FEES & EXPENSES**

Total compensation to be paid to the Contractor by the Regional District of Nanaimo shall not exceed an upset maximum of \$\_\_\_\_\_ as per Part C – Pricing Table enclosed herein.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis unless otherwise negotiated and agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.

All reference to money in this Contract shall refer to and mean lawful money of Canada.