



City of Courtenay

Request for Proposal R21-06 Boulevard Landscape Maintenance Services

February 17, 2021

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SUMMARY OF KEY INFORMATION

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| RFP Reference | RFP R21-06 Boulevard Landscape Maintenance Services |
| Overview of the Opportunity | The City of Courtenay is requesting proposals from qualified contractors to provide landscape maintenance services for the City's grass areas located adjacent to roadways, pathways and boulevards within the City of Courtenay. |
| Questions? | Questions are to be submitted in writing quoting the RFP number and name, send to email purchasing@courtenay.ca |
| Addenda | Proponents are to check the BC Bid and City websites for any updated information and addenda issued, before the Closing Date at the following websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids |
| Closing Date and Time | 2:00 pm Pacific Standard Time Wednesday, March 10, 2021 |
| Instructions for Submission | Submissions are to be consolidated into one PDF file and sent electronically to purchasing@courtenay.ca 1. In the subject field enter: RFP Number and Name 2. Phone 250-338-1766 Ext. 7653 should assistance be required |
| Participation | The guidelines for participation that will apply to this RFP are included in this RFP. |
| Obtaining RFP Documents | RFP documents are available for download from these websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids |

1.0 INTENT

The City of Courtenay is requesting proposals from qualified contractors to provide landscape maintenance services for the City's grass areas located adjacent to roadways, pathways and boulevards within the City of Courtenay.

2.0 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFP is being issued electronically through the BC Bid website and the City of Courtenay website where interested firms may download the RFP documents directly. No registration, tracking or other recording of RFP documents will be performed by the City. All addenda, amendments or further information will be published on www.bcbid.gov.bc.ca and www.courtenay.ca. It is the sole responsibility of the Proponent to monitor the websites regularly to check for updates.

3.0 DEFINITIONS

"City" or "Owner" means the City of Courtenay;

"Contract" means the written agreement or purchase order resulting from this RFP awarded to and/or executed by the City and the successful Proponent;

"Contract Documents" means the Request for Proposal documents, that part of the Proposal which is accepted by the City, the purchase order and executed agreement, if any, all applicable specifications and drawings including those issued by the City to the Proponent and those submitted by the Proponent during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

"Council" means the City of Courtenay Council;

"must", "mandatory", "required", "shall", means a requirement that must be met in order for a Proposal to receive consideration;

"Proponent" means a party, a company or an individual that has obtained a copy of this Request for Proposal and submits, or intends to submit, a Proposal in response to this "Request for Proposal";

"Proposal" means the documents of the Proponent delivered to the City offering to perform the work as required under this RFP;

"RFP" means Request for Proposal;

"should" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP;

4.0 CODES & REGULATIONS

The work shall be completed in compliance with:

- City of Courtenay Permits and Licensing

5.0 SCOPE OF WORK

5.1 General

- a) The successful proponent will provide all materials, tools, machinery, labour and supervision necessary for the boulevard landscape maintenance services outlined in the RFP.
- b) The maintenance season will commence on approximately March 1st of each year and end on November 30th, subject to revision by the City's Manager of Parks.
- c) Boulevard landscape maintenance services have been broken out into "zones", however these zones are subject to increase or decrease changes in both area and services required at any time during the term of the contract.
- d) The City will conduct annual reviews of the scope of work and communicate any changes to the Contractor. Additional health and safety, quality of work and other audits will be undertaken periodically throughout the contract term which may require immediate mitigation by the Contractor.

5.2 Garden Bed Maintenance

- a) Maintenance of plantings must include weeding, monitoring plant health care, fertilization, mulching, corrective and maintenance pruning, and irrigation monitoring.
- b) Weeding in garden bed areas shall be performed on a 3 week rotation to maintain a neat appearance, should a more frequent cycle be occasionally required, it must be with approval from the Manager of Parks Maintenance or their delegate. Physical weeding shall be the preferred method of removing unwanted plants in beds.
- c) Weeds in seams and cracks of sidewalks directly adjacent to the garden beds within the contract area should be removed
- d) Maintain all mulched planting beds with 2 inch depth fine grade (1 inch minus) mulch.
- e) Where required, extra mulch should be added after May 15th, but added in consultation with the Manager of Parks, and will be invoiced outside of the contract at negotiated prices based on labour and equipment rates provided by the Contractor in their proposal.
- f) Fertilize trees, shrubs and groundcover in early April with a complete slow release fertilizer. City to supply fertilizer.
- g) Plant material replacements resulting from factors beyond the contractor's control must be arranged under a separate contract. It is the contractor's responsibility to notify the City where replacements are required.

- h) Planting of perennial or annual flowers will be required at various locations at the end of May. Planting areas may be rototilled or hand cultivated. Annual plants must be removed and area cleaned up by October 1st.
- i) All soils and mulches required for the contract must be sourced from *Black Gold Landscape Supply, Royston*. City of Courtenay unit prices will be provided to the Contractor by the vendor for City work only. The Contractor shall acquire and pay for the soils and mulches at their own expense. An itemized chargeback to the City with an additional 10% markup will be allowed to cover the Contractor's administration costs.
- j) Spring Cleanup- date to be coordinated with the Manager of Parks, or their delegate. One site visit each spring will be scheduled to facilitate the removal and disposal of leaves, trash, dead plant debris, gravel, and other material accumulated in beds over the winter.

5.3 **Shrub Pruning and Hedging**

- a) The contractor will be responsible and knowledgeable for the correct pruning/hedging schedule depending on the species of shrub. Schedule will be timed to promote fast regrowth of evergreen (spring) and/or shaping of plants after flowering (summer). Pruning to be scheduled in consultation with the Manager of Parks, or their delegate.
- b) Street shrub plantings on Cliffe Avenue are to be maintained to a maximum height of 500mm, or as directed to maintain shape and appearance by the Manager of Parks, or their delegate
- c) City street trees, as well as specimen planted trees in parks spaces are pruned on a regular schedule by City Parks Arboriculture staff. If it is noted that a City maintained tree requires attention, please brief the Manager of Parks, or their delegate.

5.4 **Tree Pruning**

- a) Trees bordering sidewalks are to be maintained to prevent encroachment. Contractor shall provide 8' (2.3m) clearance for branches and limbs overhanging sidewalks. Clean cuts are to be made at property line, and all debris is to be removed.
- b) City street trees, as well as specimen planted trees in parks spaces are pruned on a regular schedule by City Parks Arboriculture staff. If it is noted that a City maintained tree requires attention, please notify the Manager of Parks or their designate.

5.5 **Litter Removal**

- a) All litter must be removed from landscaped areas as well as pedestrian use sidewalks and pathways within the contract area.
- b) During routine maintenance visits the Contractor is responsible for removing trash and debris from the areas within the scope of this contract.

5.6 **Watering and Irrigation**

- a) Irrigation will be by means of the City irrigation systems. Water is to be supplied by the City. The Contractor will be responsible for the monitoring plant health and advising the Manager of Parks Maintenance or their designate, any issues related to excessively dry or wet areas.
- b) All repairs to irrigation systems must be performed by City staff, however it will be the Contractor's responsibility to monitor and report any malfunctioning or broken irrigation component(s) in a timely manner.
- c) Any damage by the Contractor to the City's irrigation system or property must will be repaired at the Contractor's expense.

5.7 **Quality Assurance**

- a) All work must be carried out according to British Columbia Landscape Standards by BC Society of Landscape Architects, unless otherwise specified.
- b) All tree work must be carried out to International Society of Arboriculture standards, unless otherwise specified.
- c) Except where otherwise stated in these Terms of Reference, all landscape maintenance work must be carried out in accordance with Section 14 of the BCNTA/BCSLA at Maintenance Level 2 – Groomed.

5.8 **Contractor Employees Qualifications and Workmanship**

- a) The Contractor must have the necessary competence, experience, qualified employees and equipment to carry out all aspects of the work.
- b) The Contractor must notify the City of changes in qualified employees. Failure to maintain competencies and qualifications at all times may result in immediate termination of the contract.
- c) As a contracted representative of the City the Contractor will ensure employees are identifiable as a contracted service, well-mannered to the public and safety PPE must be clean and correctly fitted to be effective for its designated use.
- d) Any Contractor employee not acceptable to the City by reason of incompetence, improper conduct or who is discovered to be a risk to the job site safety and/or security shall be excluded from the work site and replaced immediately at the Contractor's expense.

5.9 **Inspection of Work Performed**

- a) All workmanship will be subject to periodic inspection(s) by the City, and the City shall be the sole judge of the work in respect to quality and quantity, and decisions by the City with regards to the work, or any part thereof, shall be final and binding upon the Contractor.

5.10 **Environmental and Private Property Protection**

- a) All work must be conducted in accordance with all applicable legislation, guidelines and best management practices of both the BC Ministry of Environment and Climate Change Strategy and Department of Fisheries and Oceans. The deposit or release of debris or deleterious

substances into the drainage system (storm, sewer and downstream watercourse) will not be permitted.

- b) 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.
- c) The Contractor will report to the City immediately if any hazardous or toxic materials are found or discovered. Such materials are to be left untouched and the area is to be marked and cordoned off to prevent any access to the workers and the public. In the case of sharps, the City will provide containers for disposal. All sharps found should be reported to the City Horticulture Supervisor.
- d) The Contractor is responsible to ensure that they do not trespass onto private property. The City of Courtenay shall not be held responsible for any trespass, inadvertent or otherwise.

5.11 Public Use of Parks and Streets

- a) The Contractor shall conduct the work so as to cause the least amount of interference to the public.
- b) The Contractor shall adjust maintenance scheduling by mutual agreement with the City to accommodate special community and other authorized events.
- c) The Contractor will at all times ensure the safety of the public (vehicular and pedestrian traffic) and its employees while performing the services. The Contractor will be responsible at their expense, where necessary for all temporary marking, signing, flagging and control while performing work covered by the contract. It is the Contractor's sole responsibility to determine if and when a Traffic Control Person is required for the services.

5.12 Equipment

- a) The Contractor shall at all times provide, maintain and operate sufficient equipment to properly maintain the levels of service specified by the City.
- b) The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of the equipment supplied, including fuel, licensing, insurance, regular washing, storage, paint, etc.
- c) All equipment and vehicles used by the Contractor must be kept clean at all times to present a positive and professional image.
- d) The Contractor must have all their vehicles identified with their company name. This must be fully legible and displayed in a professional manner.

5.13 Collection and Disposal of Refuse

- a) The Contractor is solely responsible for collection and disposal of all refuse, garden waste, debris, feces or litter. Grass clippings, weeds, leaves and other organic materials are to be composted whenever possible.
- b) The Contractor is responsible for the safe collection and disposal of sharps found in any of the contract area garden beds. Sharps finds are to be logged, with locations and quantities included in the weekly vandalism report.

- c) The Contractor will be responsible for payment of landfill tipping fees and/or disposal site charges for all materials removed from the work site.
- d) All materials must be properly disposed of at a regional solid waste facility at the Contractor's expense or as otherwise directed by the Manager of Parks Maintenance or their delegate.
- e) Illegal dumping of any materials will result in termination of the contract.
- f) All loads must be covered and secured prior to and during transport.
- g) The Contractor is solely responsible for the cleaning of all debris deposited, spilled or tracked on any street, alley or other public place by any of their equipment or employees. If the Contractor fails to clean or repair the same within 2 hours after notice is served by the City, the City may cause the same to be repaired or cleaned and charge all associated costs to the Contractor. The City is authorized to deduct such cost from the payment due to the Contractor.

5.14 **Reporting Requirements**

The Contractor is to maintain at all times accurate, complete records for the following:

- a) **Daily Reports:** The Contractor will maintain thorough Landscape Management Daily Records. These reports shall include daily accounts of work done, materials and services used. The Daily Report will be available to the Manager of Parks Maintenance or their delegate as requested and within 24 hours of any such request.
- b) **Weekly Vandalism and Sharps Reporting:** The Contractor is to bring to the City's attention any general concerns, vandalism issues, sharps collected or safety concerns in the form of a weekly summary, see attached.
- c) **Monthly Progress Reports:** These reports shall be sent to the Parks Manager by the 5th day of each month and shall include:
 - Monthly report schedule for work planned for the next month may be requested by the City.
 - Monthly activities report which includes summaries of scheduled work completed. See attached.
 - Monthly summaries of products used to complete the work. See attached.
 - Copies of all receipts for materials, etc. used for any additional work requested and authorized in writing by the City.
 - Monthly summary of crew safety meetings.
 - Monthly fuel usage report.

5.15 **Term**

The term of the work shall be for a two (2) year term. The contract may be extended at the City's sole discretion for up to two (2) additional one (1) year terms subject to satisfactory performance of the contract terms and conditions, including price negotiations to the City. The City shall not be subject to any liabilities should the not to extend or renew the contract.

5.16 **Working Hours**

The landscape maintenance services work may only be carried out between the hours of 7:00am and 9:00pm, Monday to Friday. All work performed must be in compliance with the City's Noise Control Bylaw, any infractions may be cause for termination of the contract.

5.17 **Municipal Work Site Maps**

The City have provided work site maps which outline the various work sites in Schedule B.

5.18 **Work Site Knowledge**

It is each proponent's responsibility to carefully examine the RFP documents and work sites. The proponent may not claim after the submission of their proposal that there was any misunderstanding with respect to the landscape maintenance services and work conditions imposed for performance of these services.

The proponent will be deemed to have inspected and examined the work sites and its surroundings, and to have satisfied itself before submitting a proposal as to the nature of the required services and the required materials and equipment necessary for the performance of the work.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the proposal price submitted, unless approved by the City at its sole discretion in writing prior to the commencement of such work.

5.19 **Traffic Control**

The successful proponent will be responsible for traffic control when working near or on roadways, boulevards and pathways. Traffic control must be in compliance as specified by the Ministry of Transportation and Infrastructure in the Province of BC.

An applicable Traffic Management Plan methodology must be submitted by the proponent with their proposal.

Signage and traffic cones are the responsibility of the proponent. All employees must wear appropriate personal protective equipment, and due to work potentially being around vehicles moving faster than 30 kph WCB Standard Type 1 or Type 2 vest, shirt, jacket, coveralls or similar garment must be worn when working near or on boulevards, pathways and street shoulders.

5.20 **Materials Recycling**

The City requests the Contractor to recycle excess materials and reduce addition to regional landfills. Any costs incurred for recycling will be paid for by the Contractor.

6.0 **MANDATORY ORIENTATION MEETING**

A mandatory orientation meeting is scheduled for **Wednesday March 3, 2021 at 1pm** at the City of Courtenay Public Works Yard, 1000 Piercy Avenue, to review sample work sites, access, safety

and other related information. Proponents must enter the premises via the Public Works Administration entry, no vehicles will be allowed in the Public Works Yard.

This meeting will with the current WorkSafeBC COVID-19 guidelines and the City of Courtenay's COVID19 Exposure Control Plan.

This meeting is mandatory and only proposals from proponents attending this meeting and signing the Mandatory Orientation Meeting sign-in form will be considered in the evaluation for the contract. Please RSVP to purchasing@courtenay.ca if you plan on attending.

7.0 HEALTH & SAFETY

The Proponent must submit a copy of their company WorkSafe BC compliant COVID-19 Exposure Control Plan that is directly related to the work outlined in this RFP with their submission.

The successful Contractor shall be designated the Prime Contractor in the immediate work area and will be required to sign and submit the attached Prime Contractor Designation form.

The Proponent must submit a copy of the company Safety Manual and/or Safe Work Procedure that is directly related to the work outlined in this RFP with their submission.

8.0 SUBMISSION FORMAT

8.1 Title Page

Showing RFP title and number, closing date, company name of the Proponent, address, contact name, email address and phone number.

8.2 Company Profile

This section to include, but not limited to, the following:

- Legal business name and names of any national or international affiliations;
- Company's history;
- Number of staff employed;
- Other goods or services provided by your company;
- Current projects/contracts of similar scope;
- Provide a statement confirming the company doesn't have any foreseeable financial difficulties that could potentially inhibit the company from providing the obligations of the contract.

8.3 Qualifications & Experience

Proponents shall have a minimum 5 years experience in providing goods and/or services of similar scope and nature. Include a detailed description of the experience of the Proponent and the proposed project team that will be assigned to this project, demonstrating their experience to undertake the work outlined in this RFP. Include a list of at least 3 relevant completed projects with client references and telephone number/email contact information for each project. By submitting a Proposal the Proponent consents to the City contacting these references at its

discretion, and consents to the City also contacting any other organizations for the purposes of evaluating the Proposal.

8.4 **Key Personnel**

Supervisor – provide details of the supervisor who will be assigned to liaise with the City and who will be responsible for the overall management and coordination of the Services. Include name, contact information, background experience, qualifications and certifications. To verify certifications enclose documentation as an appendices.

Identify if full time, part-time, seasonal Contractor staff or sub-contracted.

A supervisor is someone who has completed a Horticulture two (2) year Technical Program in landscape maintenance as recognized in the BC Landscape and Nursery Association, or equivalent as solely determined by the City, as well as three (3) years relevant experience in horticultural practice.

8.5 **Equipment and Vehicles**

Provide a list of equipment and vehicles, which will only be used in the performance of the Services, include equipment name, make, model and age.

8.6 **Warranty**

Provide warranty information related to the work to be provided.

8.7 **Pricing**

A detailed pricing schedule outlining each area of the RFP.

8.8 **Schedule**

Include a detailed schedule of the scope of work.

8.9 **Environmental & Social Initiatives**

Include any Environmental or Social Procurement initiatives being used. Examples include:

- Environmental
 - Reduction of paper, cardboard and plastic use
 - Vehicle non-idling policy
 - Recycle programs
 - Use of Green Energy
 - Measurement of Goals

- Social
 - Hires person with barriers to employment for on-call, casual or permanent paid employment
 - Utilizes new entrepreneurs/start-up businesses to support their business
 - Locally owned and operated business

8.10 **Schedule A – Form of Submission**

The Schedule A – Form of Submission must be submitted with the Proponent’s proposal. The Form of Submission must be signed by an authorized representative of the Proponent.

9.0 INSTRUCTIONS TO PROPONENTS

9.1 An electronic submission of the proposal in .pdf format must be submitted to:

“purchasing@courtenay.ca” no later than **2:00pm PST, Wednesday, March 10, 2021**, the RFP closing date. The email subject line shall read **“R21-06 Boulevard Landscape Maintenance Services”**.

It is the sole responsibility of the Proponent to ensure that their proposal is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All proposals, including Form of Submission, must be signed by an authorized Proponent representative.

Submission of a proposal indicates acceptance by the Proponent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

9.2 Questions are to be submitted in writing up to 2 business days prior to the RFP Closing Date quoting the RFP name, number and contact person below, and sent to email purchasing@courtenay.ca.

Graham Peterson
Procurement Specialist, City of Courtenay
purchasing@courtenay.ca

Any verbal communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

9.3 Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a proposal and accept that proposal.

9.4 Bid Protest Mechanism

The Bid Protest Mechanism (BPM) is an administrative review process that provides proponents submitting bids with a process to avoid disputes and resolve complaints that a specific procurement by a City division was not conducted in compliance with the rules of an applicable trade agreement or the City’s Purchasing Policy. Contact the City’s Purchasing Division at 250-338-1525 for further information.

10.0 EVALUATION CRITERIA

10.1 **General**

- a) An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on best value and not necessarily the lowest cost.

10.2 Evaluation Criteria & Weighting

The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” using the following criteria:

| Proposal Evaluation Criteria Description | Criteria Weight |
|---|-----------------|
| Financial Cost to the City | 35 points |
| References and Related Experience | 15 points |
| Project Management and Reporting Methodology | 25 points |
| Health & Safety Program | 15 points |
| Sustainability – Social and Environmental Initiatives | 10 points |

11.0 GENERAL TERMS & CONDITIONS

11.1 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Proposals will not be opened in public.

11.2 No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFP process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the purchase of the product, service or project.
- b) The City reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion.
- c) The City reserves the right to negotiate with any Proponent, or more than one Proponent. If the parties after having negotiated in good faith are unable to conclude a formal agreement, the City and the Proponent will be released without further obligations other than any surviving obligations regarding confidentiality and the City may, at its discretion, contact the Proponent of the next best rated proposal and attempt to conclude an agreement with it, and so on until an agreement is reached.

The City may at its discretion:

- 1) Negotiate with a Proponent to award a contract for all or the majority portion of the Work;

- 2) Cancel this RFP and issue a new RFP with a new scope of work, or;
- 3) Cancel this RFP in its entirety.
- d) Further, a proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with federal, provincial and municipal legislation.
- e) The City reserves the right to accept or reject a proposal where only one proposal is received.
- f) The City reserves the right to award the contract to other than the lowest cost Proponent.
- g) Award of any contract resulting from this RFP may be subject to City of Courtenay Council approval, and budget considerations.
- h) The City reserves the right to cancel this RFP at any time.

11.3 **Cost of Preparation**

Any cost incurred by the Proponent in the preparation of the proposal will be solely at the expense of the Proponent.

11.4 **Confidentiality and Freedom of Information and Protection of Privacy Act**

The proposal should clearly identify any information that is considered to be confidential or proprietary information (the “Confidential Information”). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can’t guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

11.5 **Irrevocability of Proposals**

By submission of a written request, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable and are valid for a minimum of **60** days. By submission of a proposal the Proponent agrees should the proposal be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.

11.6 **Pricing**

Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP.

11.7 **Sub-Contracting**

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City of Courtenay.

11.8 **Accuracy of Information**

The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

11.9 Default

- a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- b) In the event the City terminates this Contract in whole or in part as provided in clause 11(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- c) The Contractor shall not be liable for any excess costs under clause 11(a) or 11(b) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

11.10 Misrepresentation or Solicitation

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFP, whether before or after the submission of the proposal, the City shall be entitled to reject or not accept the proposal.

11.11 Applicable Laws and Agreements

- a) The laws of the Province of B.C. shall govern this request for proposal and any subsequent Contract resulting.
- b) This RFP is subject to the terms and conditions of the Canadian Free Trade Agreement and the New West Partnership Agreement.

11.12 Ownership of Materials and Copyright

- a) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of the City as a result of the provision of the Services (the "Material") may be used by the City as part of its operations associated with the Materials provided.
- b) All Material shall be transferred and delivered by the Contractor to the City following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the City.
- c) The Contractor agrees that the City will own all of the Material and the Contractor irrevocably assigns to the City all of the Contractor's title in the Material. The Contractor retains ownership of the "Embedded IP". The Material does not include intellectual property or confidential information that is proprietary to the Contractor and (a) used by the Contractor to prepare,

produce or supply the Material, or (b) that is otherwise embedded within the Material (“Embedded IP”).

- d) The Contractor hereby represents and warrants that any portion of the Material produced by the Contractor will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

11.13 Corporate Climate Action Strategy Requirements

Vehicle Idling

In the interest of reducing negative impacts on the environment, all Contractors and Consultants working directly or indirectly for the City on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce or eliminate engine idling.

11.14 Payment Terms

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City’s standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not pre-pay for any goods, or services for any period, unless agreed to in writing by the City.

All invoices must be emailed to finance@courtenay.ca, please do not mail invoices in addition to emailing.

The City offers electronic funds transfer for all vendor related payments. Use the attached form or contact finance@courtenay.ca for an application form to enroll in EFT payments.

11.15 Business License and Permits

Contractors are required to acquire and maintain a City of Courtenay Business License or a Central Vancouver Island Inter-municipal Business License prior to the commencement of the work and for the term of the Contract.

11.16 Insurance

As a minimum, the successful Proponent shall procure and maintain through the term of the contract, at its own expense and cost, the following insurance policies:

- a) **Commercial General Liability Insurance** in an inclusive amount of not less than \$2,000,000 per occurrence. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest, and a 30 day written notice of insurance cancellation clause.
- b) **Motor Vehicle Insurance ICBC APV47 form** - Bodily Injury and Property damage in an amount no less than \$2,000,000 per accident per licensed motor vehicle used to carry out the Work
- c) The successful Proponent shall be responsible for **WorkSafe BC** assessments relating to its work on behalf of the City and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC and comply with all Workers’ Compensation Board legislation in the province of British Columbia.

11.17 Agreement

The successful Proponent will be required to enter into a formal agreement with the City prior to the Contract commencement, template attached for reference.

12.0 ATTACHMENTS

- a) Schedule A - Form of Submission
- b) Schedule B - Standard Contractor Agreement
- c) Schedule C – Prime Contractor Designation Form
- d) Schedule D – Crown Isle Garden Bed Descriptions
- e) Schedule E – Boulevard Landscape Work Site Maps

**R21-06 BOULEVARD LANDSCAPE MAINTENANCE SERVICES
SCHEDULE A - FORM OF SUBMISSION**

| | | | |
|---|--|-----|----|
| 1 | HEALTH & SAFETY MANUAL INCLUDED | YES | NO |
| 2 | COMPANY WORKSAFE BC COMPLIANT COVID19 EXPOSURE CONTROL PLAN INCLUDED | YES | NO |
| 3 | REFERENCES & RELATED EPXERIENCE INCLUDED | YES | NO |

4 SCHEDULE OF PRICES AND QUANTITIES

| Billing Zone | Map and Page Number | Description | TOTAL SQ.M | EST. VISITS PER YEAR | PRICE PER VISIT | EST. TOTAL ANNUAL COST |
|---|---|--|------------|----------------------|-----------------|------------------------|
| Zone 1 Cliffe Ave - 21st to 29th St. | 6.1.01 pg.1 | Maintain shrub beds and sidewalk clearance on Cliffe Ave. 21st St. to 29th St. | 1,937 | 10 | \$ - | \$ - |
| | 6.1.01 pg.2 | Maintain shrub beds and sidewalk clearance on Cliffe Ave. 21st St. to 29th St. | | | | |
| | 6.1.01 pg.3 | Maintain shrub beds and sidewalk clearance on Cliffe Ave. 21st St. to 29th St. | | | | |
| | 6.1.01 pg.4 | Maintain shrub beds and sidewalk clearance on Cliffe Ave. 21st St. to 29th St. | | | | |
| | 6.1.01 pg.5 | Maintain shrub beds and sidewalk clearance on Cliffe Ave. 21st St. to 29th St. | | | | |
| | 6.1.01 pg.6 | Maintain shrub beds and sidewalk clearance on Cliffe Ave. 21st St. to 29th St. | | | | |
| | Spring Cleanup - per request by City | | | | | |
| Zone 2 29th St. South to City Boundary | 6.1.02 pg.1 | Maintain two(2) traffic islands, one low hedge at Valhalla Outfitters, and the "Welcome to Courtenay" sign along 29 th | 1,191 | 10 | \$ - | \$ - |
| | 6.1.02 pg.2 | Maintain two(2) traffic islands, one low hedge at Valhalla Outfitters, and the "Welcome to Courtenay" sign along 29 th | | | | |
| | 6.1.02 pg.3 | Maintain two(2) traffic islands, one low hedge at Valhalla Outfitters, and the "Welcome to Courtenay" sign along 29 th | | | | |
| | 6.1.02 pg.4 | Maintain two(2) traffic islands, one low hedge at Valhalla Outfitters, and the "Welcome to Courtenay" sign along 29 th | | | | |
| | 6.1.03 pg.1 | Maintain three (3) traffic islands, and seven (7) beds on Cliffe from 29th Street to Anfield Road. | | | | |
| | 6.1.03 pg.2 | Maintain three (3) traffic islands, and seven (7) beds on Cliffe from 29th Street to Anfield Road. | | | | |
| | 6.1.03 pg.3 | Maintain three (3) traffic islands, and seven (7) beds on Cliffe from 29th Street to Anfield Road. | | | | |
| Spring Cleanup - per request by City | | | | \$ - | | |
| Zone 3 Downtown | 6.2.01 pg 1 | Maintain all indicated beds at The Courtenay Library located at 300 – 6th Street, | 3,798 | 10 | \$ - | \$ - |
| | 6.2.02 pg1 | Maintain Jubilee Square Parking Lot landscaped areas located at 400 Cliffe Avenue. | | | | |
| | 6.2.04 pg1 | Standard Park and trail edges to 13th St, maintain all shrub planting areas | | | | |
| | 6.2.05 pg1 | Maintain all garden beds within 4th Street Parking Lot. | | | | |
| | 6.2.06 pg1 | Maintain 15 gardens on 6th Street including all beds at Fitzgerald Avenue, all beds at England Avenue, and two bulbout gardens at Duncan Avenue. | | | | |
| | 6.2.06 pg2 | Maintain 15 gardens on 6th Street including all beds at Fitzgerald Avenue, all beds at England Avenue, and two bulbout gardens at Duncan Avenue. | | | | |
| | 6.2.07 pg1 | Maintain the two (2) planted traffic islands, and the 4 garden beds indicated on 8th Street between Cliffe Ave and England Ave. | | | | |
| | 6.2.08 pg1 | Maintain six (6) gardens at 8th Street and England Avenue, and elevated retaining wall plantings. | | | | |
| | 6.2.10 pg1 | Maintain Simms Square center median from England Avenue to Fitzgerald Avenue, and three (3) beds on Fitzgerald Avenue. | | | | |
| | 6.2.13 pg1 | Maintain planted boulevard areas on north side of 6th Street from Cliffe Avenue to Anderton Avenue. | | | | |
| Spring Cleanup - per request by City | | | | \$ - | | |

**R21-06 BOULEVARD LANDSCAPE MAINTENANCE SERVICES
SCHEDULE A - FORM OF SUBMISSION**

| | | | | | | |
|---|---|---|-------|----|------|------|
| Zone 4 Central Courtenay Boulevard Gardens | 6.2.12 pg1 | Maintain the two (2) island beds at the corner of Headquarters Road and Old Island Highway | 1,738 | 10 | \$ - | \$ - |
| | 6.3.01 pg1 | Maintain two (2) Traffic Islands on Ryan Road from Sandwick Road to Hunt Road | | | | |
| | 6.3.01 pg2 | Maintain two (2) Traffic Islands on Ryan Road from Sandwick Road to Hunt Road | | | | |
| | 6.3.02 pg1 | Maintain two (2) traffic islands in the center of Ryan Road, the garden frontage of the Courtenay LINC, the large garden near 7-11, and the two (2) indicated hedges on City property | | | | |
| | 6.3.02 pg2 | Maintain two (2) traffic islands in the center of Ryan Road, the garden frontage of the Courtenay LINC, the large garden near 7-11, and the two (2) indicated | | | | |
| | 6.3.03 pg1 | Maintain Linear shrub bed at the corner of Comox Road and Highway 19A, adjacent to Island Honda. | | | | |
| | Spring Cleanup - per request by City | | | | | |
| Zone 5 Eastside Traffic Circles | 6.3.04 pg1 | Maintain twenty-four (24) landscaped traffic islands in Crown Isle area. See | 1,477 | 10 | \$ - | \$ - |
| | 6.3.04 pg2 | Maintain twenty-four (24) landscaped traffic islands in Crown Isle area. See attached appendix for alphabetic listing. | | | | |
| | 6.3.04 pg3 | Maintain twenty-four (24) landscaped traffic islands in Crown Isle area. See attached appendix for alphabetic listing. | | | | |
| | Spring Cleanup - per request by City | | | | | |
| Zone 6 East Courtenay | 6.3.05 pg 1 | Maintain indicated garden beds at Monarch Park located at 630 Monarch Drive | 1,267 | 10 | \$ - | \$ - |
| | 6.3.07 pg 1 | Traffic island landscaping maintenance of three (3) traffic islands in front of Thrifty Foods/Home Depot at corner of Ryan Road and Lerwick Road. | | | | |
| | 6.3.08 pg 1 | Valley View Park soccer clubhouse and Skateboard Park, shrub beds only. | | | | |
| | 6.3.09 pg 1 | Maintain Hawk Glen Park, three (3) shrub beds . | | | | |
| | Spring Cleanup - per request by City | | | | | |
| Zone 7 Periodic Works | 6.2.09 pg1 | Weed under all tree grate locations on 4th, 6th, & 8th Street and England Avenue, between Cliffe Avenue and England Avenue. Total number is 38 | | 4 | \$ - | \$ - |
| | 6.3.06 pg 1 | Lerwick Road gravel edge between sidewalk and concrete fence, from south boundary 150 yr Grove Park to BC Assessment (570 metres in length) and Idiens Way to Hawk Trail (273 metres in length) Total 843 metres. | | 4 | \$ - | \$ - |
| | Spring Cleanup - per request by City | | | | \$ - | |

**R21-06 BOULEVARD LANDSCAPE MAINTENANCE SERVICES
SCHEDULE A - FORM OF SUBMISSION**

| | Unit Rate Description | 1st Year Hourly Rate | 2nd Year Hourly Rate |
|----------|------------------------------|-------------------------------------|-------------------------------------|
| 1 | General Labour Rates | \$ - | \$ - |
| 2 | Equipment Rates: | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |

The prices above include and cover all duties, handling and transportation charges, and all other charges incidental to and forming part of this proposal.

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the RFP documents:

Addendum(s) No. _____ Dated: _____ No. of Pages: _____

Legal Company Name: _____

Address: _____ Email: _____

Phone: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFP, submit this proposal in response to the RFP. This Proposal is offered by the Proponent this ____ day of _____ 2021.

Signature of Authorized Signatory

Print Name and Position of Signatory

SCHEDULE B
STANDARD CONTRACTOR AGREEMENT



AGREEMENT **"TITLE"**

THIS AGREEMENT made the **XX** day of **XX**, 2021.

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY
830 Cliffe Avenue
Courtenay, B.C.
V9N 2J7
(hereinafter the "City")

OF THE FIRST PART

AND

CONTRACTOR
(hereinafter the "Contractor")

OF THE SECOND PART

WHEREAS:

The City wishes to hire the Contractor for the Work as described herein, and desires to engage the Contractor to perform said Work.

The Contractor has agreed to perform the said Work in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto, hereby covenant and agree as follows:

1. CONTRACTOR'S SERVICES TO THE CITY

- 1.1 The Contractor shall provide and be fully responsible for the following services, **description of work or services**, (hereinafter called the "Work"):
- 1.2 The Contractor must provide and is responsible for the Work outlined in their proposal dated **XX**, (attached hereto as *Schedule A*) submitted to the City by the Contractor in response to the City's bid opportunity **XX** (attached hereto as *Schedule B*), forming an integral part of this Agreement.
- 1.3 The Contractor shall perform the Work:
 - a) with the degree of care, skill and diligence normally applied in the performance of Work of a similar nature;
 - b) in accordance with current professional practices;
 - c) in conformance with the latest industry standards and regulations applicable at the time of the Work to be undertaken.
- 1.4 The Contractor must furnish all personnel required to perform the Work and personnel must be competent and qualified to perform the Work.
- 1.5 Where specific personnel have been proposed by the Contractor for the performance of the Work, and have been accepted by the City, the personnel may not be replaced without the prior written consent of the City.
- 1.6 The Contractor must commence the Work in a timely manner and carry out the Work in accordance with the completion dates set out in the work plan and stated on the Bid Form.

2. TERM OF CONTRACT & PERFORMANCE EVALUATION

- 2.1 The Work shall be completed on or before the date agreed to by the Contractor and the City, subject to inspection and approval by the City's project representative.
- 2.2 All contacts and any applicable extensions, are subject to a performance evaluation to be conducted by the City either at the end of the project or annually, whichever is earliest.

3. PAYMENT

- 3.1 In consideration of the Work performed by the Contractor to the satisfaction of the City, the City shall pay to the Contractor the unit prices as prescribed in *Schedule A* attached hereto and forming an integral part of this Agreement.
- 3.2 The Contractor shall submit detailed invoices each month. Each invoice will show the **purchase order number XX**, the percentage of the Services that are complete, and the amount of the GST applicable. The City shall pay the invoice net 30 days of receipt. Invoices are to be submitted by email to:

City of Courtenay
Accounts Payable
830 Cliffe Avenue,
Courtenay, B.C. V9J 2N7
finance@courtenay.ca

- 3.3 No prepayment of goods or services shall occur unless agreed to in writing by the City.
- 3.4 The contract price or schedule of rates included in *Schedule A* shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover all profit and all costs of supervision, labour,

material, equipment, overhead, financing, warranty work, and all other costs and expenses whatsoever incurred in completing the Work.

- 3.5 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of the billing to the City, including but not limited to hours worked, details of disbursements and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments as shall be reasonably necessary or advisable.

4. CHANGES TO SCOPE OF WORK

- 4.1 The City may at any time vary the scope of work to be provided by the Contractor as part of the Work. In that case and where this Agreement contains a limit or limits in Section 3 as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Work, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Contractor consider that any request or instruction from the City constitutes a change in the scope of the Work, the Contractor shall so advise the City within five (5) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Contractor.

5. UNDERTAKING OF RELEASE AND INDEMNIFICATION

- 5.1 The Contractor hereby indemnifies and releases the City, its officers, employees and agents from all costs, losses, damages and disbursements including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants and agents, and sub-contractors in connection with their performance of the Work under this Agreement except where such loss arises solely out of negligence on the part of the City, its officers, servants and agents.
- 5.2 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

6. INSURANCE

- 6.1 The Contractor agrees to obtain at its own expense and submit to the City prior to commencing the Work under this Agreement:
- a) Comprehensive General Liability Insurance (CGL) policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned Vehicles, including Broad Form products and completed operations, shall name the City as an additional insured and contain a Cross Liability clause. The CGL policy shall remain in full force and effect at all times during the term of this Agreement;
 - b) Motor Vehicle Insurance, including bodily injury and property damage in an amount not less than \$2,000,000 per occurrence covering all owned, non-owned, leased, rented or temporary vehicles;
 - c) The Contractor is responsible for any deductible amounts under the policies. The cost of all insurance required by this Agreement shall be included in the Contractor's fees.
 - d) The insurance policies shall be on terms satisfactory to the City. Insurance policies must be signed by an authorized representative of the insurance brokerage firm. Proof of the insurance policies, to the satisfaction of the City, and shall be delivered to the City prior to commencement of the Work. Such proof shall confirm that coverage is in effect, identify the City as an additional insured under the CGL policy, describe the type and amount of insurance, list major exclusions and agree to provide the City 30 days' prior written notice of cancellation of any insurance policy.

- 6.2 Should the Contractor hire a sub-contractor (pre-approved by the City) to perform any work related to the Work, the Contractor shall in turn, ensure the sub-contractor has obtained insurance on the same terms as outlined in 7.1 above. Such insurance shall include the City as an additional insured and shall include coverage for all operations required for the sub-contractor's work under this Agreement.
- 6.3 The foregoing insurance requirements shall not in any way reduce the Contractor's obligations to release and indemnify the City as outlined in Section 5 "Undertaking Release and Indemnification".

7. LICENSES AND PERMITS

- 7.1 a) A City of Courtenay Business License or Mid-Island Inter-municipal Business License valid for the term of the work to carry out and complete the Works; and
- b) All other permits and licenses necessary to carry out and complete the Works.

8. HEALTH & SAFETY

- 8.1 During the term of this Agreement the Contractor shall ensure that all work performed is in compliance with all applicable health & safety regulations and guidelines, including without limitation the Workers Compensation Act and Regulation of B.C.
- 8.2 The Contractor shall provide a copy of the Contractor's Health & Safety Program and/or Safe Work procedure to the City prior to the commencement of the Work.
- 8.3 The Contractor shall be responsible for WorkSafe BC assessments relating to its work under this Agreement and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC for the term of the Agreement.
- 8.4 If the Contractor fails to comply with any clause 8.1, 8.2 and 8.3 of this Agreement, the City may terminate this Agreement for cause.
- 8.5 The Contractor may be designated the Prime Contractor by the City for the immediate and/or designated Work area. The Contractor shall complete, authorize and forward a Prime Contractor Designation form to the City prior to the commencement of the Work.
- 8.6 If designated Prime Contractor, the Contractor shall coordinate a work site risk assessment with the City's project representative prior to commencement of any Work.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 9.1 The City is subject to the Province of British Columbia's "Freedom of Information and Protection of Privacy Act". All documents will be received and held, to the extent reasonable, in confidence by the City and the information will not be disclosed except to the degree necessary for carrying out the City's purposes or as required by law.

10. CITY APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City derogate from the duties and obligations of the Contractor, with respect to the Work and all responsibility for the Work is the Contractor's.

11. DEFAULT AND TERMINATION

- 11.1 The City reserves the right, at its sole discretion, to terminate the Agreement for any reason, including in the event the Contractor is in default due to an insolvency event or the Contractor fails to perform any of the Contractor's obligations under this Agreement or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, upon providing ten (10) days written notice to the Contractor.
- 11.2 At the time of a default event, or at any time thereafter, the City may at its option elect to do any one or more of the following:
- a) By written notice to the Contractor, require that the event of default be remedied within a time period specified in the notice;
 - b) Pursue any remedy or take any other action available to it at law or in equity; or
 - c) By written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 11.2.a.
- 11.3 No failure or delay on the part of the City to exercise its rights in relation to an event of default will constitute a waiver by the City of such rights.
- 11.4 If the City terminates this Agreement the City must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of the Agreement. The Contractor must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that the City has notified the Contractor in writing was not completed to the City's satisfaction before termination of this Agreement.
- 11.5 The payment by the City of the amount described in Section 11.4 discharges the City from all liability to make payments to the Contractor under this Agreement.

12. NON-DISCLOSURE

- 12.1 The Contractor acknowledges that in performing the Work required under this Agreement, it will acquire information about certain matters which is confidential to the City, and the information is the exclusive property of the City.
- 12.2 The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor and agrees not to disclose it to any third party either during performance of the Work or after the Work have been rendered under this Agreement.

13. CONFLICT OF INTEREST

- 13.1 The Contractor agrees it will not provide any Work or Services to any person in circumstances that, in the City's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the City under this Agreement.
- 13.2 The Contractor declares and confirms that it has no pecuniary or other interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in performing the Work.

13.3 If any such conflict of interest occurs during the term of this Agreement, then the Contractor shall immediately declare it in writing to the City and, at the direction of the City, the Contractor shall promptly and diligently take steps to the satisfaction of the City to resolve the conflict.

14. WARRANTIES

14.1 The Contractor shall supply a minimum warranty for the Work which shall survive the date of completion of the Work as agreed to by the Contractor and the City.

14.2 The minimum warranty for labour shall be one (1) year and the materials warranty shall be as per the manufacturer's or Contractor's warranty, whichever is greater.

15. COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

15.1 This Agreement shall be governed, interpreted and construed according to the laws of British Columbia.

15.2 This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

16. ENVIRONMENTAL IMPACT REDUCTION REQUIREMENTS

16.1 The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to conserve natural resources and to minimize negative impacts on the environment, while retaining optimal product or service performance. The City encourages the Contractor and sub-contractors to minimize impacts on the environment including recycling, re-use of materials where applicable and reduction of landfill waste.

16.2 Non-idling of Vehicles

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

17. FORCE MAJEURE

17.1 Definitions relating to force majeure;

a) "Event of Force Majeure" means one of the following events:

- i) a natural disaster, fire, flood, storm, epidemic or power failure;
- ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;

- iii) a strike (including illegal) work stoppage or slowdown) or lockout, or
- iv) a freight embargo.

If the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

17.2 Consequences of Force Majeure

An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 17.3.

17.3 Duties of Affected Party

An Affected Party must promptly notify the other party in writing upon the occurrence off the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first forth above.

THE CORPORATION OF THE CITY OF COURTENAY

By: _____
Signature

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

Date: _____

SCHEDULE C
PRIME CONTRACTOR DESIGNATION FORM

PROJECT TITLE:

WORK DESCRIPTION:

LOCATION: Courtenay, B.C.

OWNER: City of Courtenay

This declaration is a WorkSafe BC (formally WCB) requirement for work on City-owned properties, projects, and developments. As per the requirements of the Workers' Compensation Act Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces

- 118 (1) In this section:
"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;
"prime contractor" means in relation to a multiple-employer workplace,
- (a) the directing Contractor, employer or other person who enters into a written Agreement with the owner of that workplace to be the prime Contractor for the purposes of this Part, or;
 - (b) if there is no Agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must:
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and;
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime Contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the undersigned accepts all responsibilities of a Prime Contractor as outlined in the Workers' Compensation Act, and WorkSafe BC (OH&S Regulation).

As a Contractor signing this Agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with the Work Safe B.C. Occupational Health and Safety Regulations OH&S Regulations and the Workers' Compensation (WC) Act.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understand the information above. By signing this Agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the Prime Contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers' Compensation Act for all work on City-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

WorkSafe BC Notice of Project No. (if applicable): _____

Company: _____

Signed: _____
(Authorized Signatory)

Date: _____

SCHEDULE D
CROWN ISLE GARDEN BED DESCRIPTIONS

Corresponding to Map 6.3.04

| STREETS CONTAINING BEDS | # of beds | NOTES |
|---------------------------------|-----------|--------------------|
| | | |
| Cavendish Place | 1 | circular island |
| Crown Isle Drive | 1 | large circular bed |
| Dover Place | 2 | circular island |
| Kent Place | 1 | circular island |
| Lancashire Place | 1 | circular island |
| Majestic Drive | 2 | circular islands |
| Monarch Drive | 1 | circular island |
| Norfolk Way | 1 | circular island |
| Prestwick roundabout | 1 | large circular bed |
| Regency Place | 1 | circular island |
| Royal Place | 1 | circular island |
| Royal Vista at Crown Isle Drive | 2 | triangular beds |
| Royal Vista Way | 1 | long boulevard |
| Sheffield Place | 1 | circular island |
| Silverdale Crescent (Mazda) | 1 | triangular bed |
| Suffolk Place | 1 | circular island |
| Sussex Drive | 1 | circular island |
| Sussex Place | 1 | circular island |
| Tudor Place | 1 | circular island |
| Windsor Place | 1 | circular island |
| York Place | 1 | circular island |
| Yorkshire Place | 1 | circular island |
| | | |
| Total number of beds | 24 | |