



DISTRICT OF SOOKE REQUEST FOR PROPOSALS

Public Greenspace Maintenance

Request for Proposals No. 2015-10

Closing location:

District of Sooke
2205 Otter Point Road
Sooke, BC
V9Z 1J2

Closing date and time:

November 5, 2015
at 2:00 pm Pacific time

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1. Overview of the Requirement

The District of Sooke plans to retain a contractor to carry out public greenspace maintenance located within public parks in the community.

Based on a review of responses to this Request for Proposals, the District of Sooke intends to select a Proponent who would then be invited to enter into a contract for provision of the services described in Schedule D – Project Scope.

2. Definitions

Throughout this Request for Proposals, the following definitions will be used:

- a) “Contract” means a written contract executed by the District of Sooke and the Contractor;
- b) “Contractor” means the successful Proponent to this Request for Proposals who enters into a written contract with the District of Sooke;
- c) “must”, or “mandatory” means a requirement that must be met in order for a Response to receive consideration;
- d) “Proponent” means an individual or a company that submits, or intends to submit, a Response.
- e) “Response” means a submission in reply to this RFP;
- f) “RFP” or “Request for Proposals” means the process described in this document; and
- g) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of this RFP.

3. RFP Terms and Conditions

3.1. Enquiries

All enquiries related to this RFP are to be directed to:

Laura Hooper, M.Sc. P. Ag.
Parks and Environmental Services Coordinator
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Email: lhooper@sooke.ca
Telephone: (250) 642-1639

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted to the District of Sooke's website for reference for all Proponents (www.sooke.ca).

3.2. Closing Date

Responses will be received up to and including 2:00 p.m., local time, on Thursday, November 5, 2015. Responses should be submitted in a sealed envelope clearly marked and addressed as follows:

Request for Proposals: Public Greenspace Maintenance

Elisabeth Nelson, P.Eng.
Municipal Engineer
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

3.3. Submission

Contents of the submission are left to the discretion of the proponent but must include, as a minimum, the requirements detailed in this RFP Schedules A through C.

3.4. Information Meeting

Proponents are invited to a non-mandatory information meeting at 9:00 a.m. on Friday, October 30, 2015, in the District of Sooke's Municipal Meeting Room at 2205 Otter Point Road, Sooke, BC. All written questions from bidders will be received by the District of Sooke on Monday, November 2, 2015, no later than 2:00 p.m.

3.5. Proposal Review Committee

Review of Responses will be by a committee formed by the District of Sooke and may include staff and contractors of the District of Sooke.

3.6. Review and Selection

The qualifications review committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. Responses will be ranked and the District of Sooke's intent is to enter into contract negotiations with the Proponent who has the highest overall ranking.

3.7. Signed Responses

The Response must include a cover letter substantially similar to the cover letter set out in Schedule A and the cover letter must be signed by a person authorized to sign on behalf of the Proponent.

3.8. Changes to Response Wording

The Proponent will not change the wording of its Response after the closing date and time specified on the front cover of this RFP, and no words or comments will be added to the Response unless requested by the District of Sooke for purposes of clarification.

3.9. Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the District of Sooke, if any. The District of Sooke will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.10. Acceptance of Responses

This RFP is not an agreement to purchase services. The District of Sooke is not bound to enter into a Contract with any Proponent. Responses will be assessed in light of the review criteria. The District of Sooke will be under no obligation to receive further information, whether written or oral, from any Proponent.

3.11. Definition of Contract

Notice in writing to a Proponent that its proposal has been selected as successful will neither constitute a Contract nor give the Proponent any legal or equitable rights or privileges relative to the service requirements set out in this RFP. Only if a Proponent and the District of Sooke enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges.

3.12. Modification of Terms

The District of Sooke reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

3.13. Ownership of Responses

All documents, including Responses, submitted to the District of Sooke become the property of the District of Sooke. They will be received and held in confidence by the District of Sooke, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.14. Confidentiality of Information

Information pertaining to the District of Sooke obtained by the Proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the District of Sooke.

3.15. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the District of Sooke with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District of Sooke. Such written consents are to specify that the personal information may be forwarded to the District of Sooke for the purposes of responding to this RFP and use by the District of Sooke for the purposes set out in the RFP. The District of Sooke may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District of Sooke.

3.16. Additional Information on the RFP

All written questions from bidders will be received by the District of Sooke on Monday, November 2, 2015, no later than 2:00 p.m. All subsequent information regarding this RFP, including changes made to this document, will be posted on the District of Sooke website (www.sooke.ca). It is the sole responsibility of the Proponent to check for amendments and additional information on the website.

3.17. Form of Contract

Any Contract with a Proponent will be substantially similar to the terms and conditions of the District of Sooke's General Service's Agreement, a copy of which is attached as Schedule E.

4. Requirements

4.1. Summary of the Requirement

The District of Sooke plans to retain a contractor to maintain public trails and walkways. The objective of this RFP is to identify and select a contractor that best meets the requirements as described in Section 4.3 Project Scope.

In the event that the final quote for the above works exceeds the approved budget, the District reserves the right to delete any of the individual items listed in the Project Scope.

4.2. Background

The District of Sooke is a growing community that provides a gateway to the rugged west coast of Vancouver Island while only 35 minutes from the capital city of

Victoria. The current population consists of approximately 12,000 people throughout the 66.65 square kilometres of the District of Sooke.

The District of Sooke, recognizing the need to develop a long term, efficient and environmentally sensitive park and trail network, adopted the Parks and Trails Master Plan 2009. The ultimate goal of the Parks and Trails Master Plan is to build upon existing trails to develop a linked system that connects people and places in all areas of the District both in and outside of the core. The detailed recommendations outlined in this plan respond to the following vision created for parks and trails:

The people of Sooke are at home in their niche between urban and rural landscapes, comfortably nestled between ocean and forest. Our community aspires to create a safe and sustainable system of parks and connecting trails that:

- *Respect ecological values;*
- *Integrate culture and history;*
- *Support economic prosperity; and*
- *Encourage a healthy, active community.*

Currently, nearly 20% of the District of Sooke is made up of protected green space. Several different bodies manage parks and protected green spaces in the District of Sooke, including the District of Sooke, Capital Regional District (CRD), the Province of British Columbia, The Land Conservancy (TLC), Sooke Community Association, SEAPARC, Sooke Region Historical Society and School District 62. The District of Sooke owns and maintains approximately 3% of the total protected green space.

4.3. Project Scope

The project scope is detailed in Schedule D.

4.4. Project Goals and Objectives

The maintenance of public greenspaces will help ensure a safe and sustainable system of parks that support the vision of the Parks and Trails Master Plan 2009.

4.5. Deliverables

The District requires monthly reports of work done above basic maintenance requirements (i.e. graffiti removal) to be submitted with monthly invoices. An example of the General Services Agreement that will be entered into by the District of Sooke and the successful proponent is provided in Schedule E. Insurance requirements are detailed in Schedule F.

5. RFP Review Criteria

5.1. Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria
a) The Response must be received at the closing location.
b) The Response must be in English and must not be sent by facsimile or email.
c) One hard copy of the Response must be submitted.
d) The Response must include a completed form, in substantially the same form as Schedule A.
e) Submission of Schedules A-C

5.2. Evaluation Criteria

Responses meeting the mandatory submission requirements will be further assessed against the following criteria. A Proponent not reaching the minimum score in a given category (if applicable) will receive no further consideration during the RFP review.

Evaluation Criteria	Points Available
Quality of Response (Section 5.3)	50
Contract price as outlined in Schedule B	50
TOTAL POINTS AVAILABLE	100

5.3. Quality of Response

Corporate Information will be evaluated with respect to level of qualified staff dedicated to the project, relevant experience and quality of references (Schedule C).

Schedule A – Response Covering Letter

(Company Letterhead)

Date:

District of Sooke of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

Attention: Elisabeth Nelson, P. Eng.
Municipal Engineer

Subject: Public Greenspace Maintenance
Request for Proposal

The enclosed proposal is submitted in response to the above-referenced Request for Proposals.

Through submission of this proposal we agree to all terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

I am duly authorized to submit this proposal on behalf of the Proponent.
Yours truly,

Signature

Name:
Title:
Telephone Number:

Legal name of Proponent:
Date:

Schedule B – Contract Price – Fee Schedule

The term of the contract is effective January 1, 2016 through to December 31, 2018.

Year 1 = January 1, 2016 to December 31, 2016

Year 2 = January 1, 2017 to December 31, 2017

Year 3 = January 1, 2018 to December 31, 2018

The Contract Price for Maintenance Services will be paid, in arrears, by the District of Sooke to the Contractor by way of one twelfth of the annual Contract Price each month for those months of the Term, upon delivery of a statement of account. The monthly payments in Years 2 and 3 will be adjusted by the previous year's Cost of Living Factor.

Having examined the Service Areas and all matters referred to in the Scope of Work prepared by the District of Sooke for the Service Areas, we, the undersigned, hereby offer to enter into a Contract to complete the Maintenance Service for the rate of:

Maintenance Service	Rate (plus GST)
Public Greenspace Maintenance	\$_____ per year
Additional Items	
Changes to contract and extra work	\$_____ per hour
Minimum call out (# of hours)	____ hours

Rates are in Canadian funds which include the supply of all the products, all labour and materials, supervision, services, machinery and equipment, overhead and profit, and represent the entire cost to the Owner for the completion of the Work. All applicable Federal and Provincial taxes and duties *excluding* Goods and Services Tax (GST) are included in the Rate.

We agree that if the District orders us, in writing, to perform extra work which is not reasonably inferable from the specifications or drawings as being part of the Work, we will perform the same and shall be paid therefore in accordance with the terms of the General Conditions applicable to Changes and Extra Work. We agree that the District may delete from the Contract a portion or portions of the Work provided such deletion is not for the purpose of allowing someone else to perform the deleted portion during the Contract Time.

Project: Public Greenspace Maintenance Project No.: 2015-10

Submitted by:

(Name)

(Address)

Name of Bidder:

Signature:

Date:

Schedule C – Corporate Information

1.1 LEGAL NAME AND ADDRESS

1.2 OWNERSHIP STRUCTURE

1.3 REFERENCES

Company	Contact Person	Telephone	Email

1.4 WorkSafeBC INSURANCE

Number: _____

Attach a Clearance Letter form WorkSafeBC.

1.5 BUSINESS LICENCE

District of Sooke Business License Number: _____

OR

Inter-municipal Business Licence Number: _____

Schedule D – Project Scope

1. Service Area

Municipal Public Greenspace Maintenance will services will be conducted by the contractor in accordance with the Service Requirements at the following Service Areas (see Reference Maps):

INVENTORY OF ASSETS TO BE MAINTAINED					
MAP	ASSET CODE	ASSET NAME	ASSET CLASSIFICATION	ACCESS	ADDRESS
MEDIANS					
M-5	M-2	Church Hill Drive	Median	Church Hill Drive	<Null>
M-9	M-4 M-5 M-6 B-4	Edward Milne Median	Median	Edward Milne Road	6218 Edward Milne Road
MAP	ASSET CODE	ASSET NAME	ASSET CLASSIFICATION	ACCESS	ADDRESS
BOULEVARDS					
M-6	B-2	Sooke Road Boulevard	Boulevard	South Side of Sooke Road (Church Road to Charters Road)	6605 Sooke Road to 6509 Sooke Road
M-2	B-3	Nordin Road	Boulevard	Whiffin Spit Road at Nordin Road	Adjacent 7048 Wright Road
M-11	B-5	Fire Rating Sign	Boulevard	North side of Sooke Road at Connie Road	5080 Sooke Road
M-5	B-6 to B-11 T-47 T-48	Wadams Way Boulevard N & S and Wadams Way Trails	Boulevard and Multi-Use Trails	Wadams Way at Anna Marie Road and Wadams Way at Townsend Road	Wadams Way
MAP	ASSET CODE	ASSET NAME	ASSET CLASSIFICATION	ACCESS	ADDRESS
WALKWAYS					
M-4	W-1	Beaton Road to French Road South	Multi-Use	Adjacent 6897 Beaton Road	<Null>
M-4	W-16	Talc Place Greenspace	Neighbourhood	6837 Talc Place	6837 Talc Place
MAP	ASSET CODE	ASSET NAME	ASSET	ACCESS	ADDRESS
PARKS					
M-4	P-2	Amethyst Way Park	Neighbourhood	Amethyst Way, Undeveloped site to	2111 Amethyst Way

INVENTORY OF ASSETS TO BE MAINTAINED					
MAP	ASSET CODE	ASSET NAME	ASSET CLASSIFICATION	ACCESS	ADDRESS
				the east (informal trail)	
M-10	P-4 T-46	Blythwood Park	Nature	Wisterwood Way; Lannon Creek MHP Entry Drive	5721 Wisterwood Way W
M-2	P-5	Brooks Park	Neighbourhood	Pedestrian access from Brooks Road	1815 Brooks Road
M-4	P-6 T-35	Broom Hill Park	Nature; Community; Trail	Pyrite Drive, Beaton Road, Quartz Drive, Gatewood Road, Otter Point Road	2280 Pyrite Drive
M-3	P-18	Ella Park	Nature	Ella Road	7200 Ella Rd
M-3	P-21	Firwood Park	Nature	Firwood Place	2241 Firwood Place
M-7	P-14 T-32	Driftwood Ponds Park	Rainwater Management	Sunriver Way	2450 Driftwood Place
M-6	P-50	Cains Family Park	Shoreline Access Park	Water Street	6511 Water Street
M-5	P-59	Church Hill Park	Neighbourhood	Church Road, Church Hill Drive	2271 Church Hill Drive
M-4	P-22	Foreman Heights Park	Neighbourhood	Foreman Heights Drive, Mountain Heights Drive	6781 Foreman Heights Drive
M-5	P-24	Helgesen Park	Neighbourhood	Helgesen Road	6565 Helgesen Road
M-10	P-28	Mowich Park	Nature	Mowich Drive, Woodlands Road	5710 Woodlands Road
M-3	P-30 T-16	Olympic View Park	Nature; Trail	Henlyn Drive	2296 Henlyn Drive
M-8	P-32 T-20	Painters Pond Park	Rainwater Management; Trail	De Mamiel Drive, Sunriver Place	2352 Demamiel Drive
M-5	P-33 T-3	Pineridge Park	Neighbourhood; Trail	Pineridge Place, Rhodonite Drive	6645 Pineridge Place
M-5	P-19, T-2 T-4 T-5 T-6	Ponds Park Corridor	Neighbourhood; Trail	Rhodonite Drive, Acreman Place, Pond Place, Church Road, Townsend Road, Nott Place, Church Road, Worthington Way, Church Hill Drive	2276 Church Road

INVENTORY OF ASSETS TO BE MAINTAINED					
MAP	ASSET CODE	ASSET NAME	ASSET CLASSIFICATION	ACCESS	ADDRESS
M-1	P-35	Possession Point Park	Shoreline Access Park	Possession Point Road	6936 Possession Point Road
M-7	P-56	Riverstone Park	Neighbourhood	Riverstone Drive	6474 Riverstone Drive
M-4	P-49, T-19 W-1	Stoneridge Rainwater Park	Rainwater Management; Trail	Maple Ave North	2261 Maple Avenue North
M-8	P-40 T-42	Sunriver Nature Trail Park	Nature	Phillips Road, Sunriver Way, Rivers Edge Place	2305, 2351 Phillips Road
M-8	P-41 W-16	Sunriver Place Tot Lot	Neighbourhood; Trail	Sunriver Way, Sunriver Stormwater Pond and Trail	2368 Sunriver Way
M-8	P-42 T-10 W-9	Sunriver Stormwater Park	Rainwater Management; Trail	Poplar Drive, Sunriver Way, Phillips Road	2352 Phillips Road

2. Service Requirements

2.1. General

The Contractor shall:

- Present and maintain all facilities covered by this contract in a safe, clean and orderly manner for public use.
- Use only materials and workmanship of the highest industry standard.
- Be responsible for disposing of material in a legal and safe manner whenever this specification requires that material be removed or disposed of offsite.
- Be responsible for repairing or cleaning up after acts of vandalism unless otherwise specified in the sections that follow. The District undertakes to carry out improvements to the parks to prevent acts of vandalism wherever this is practical and within the budget allotted. Suggestions by the Contractor are welcome.

2.2. Safety

The Contractor shall:

- Plan and conduct the work in a manner that will safeguard all persons from injury.

- b) Obey regulations of the Workers' Compensation Board of BC and all other applicable laws and regulations.
- c) Immediately make safe any hazards discovered during the course of the work and within twenty-four (24) hours, email or hand deliver a full report to the District of Sooke outlining the nature of the hazard and steps taken to make safe.
- d) Make safe other unsafe situations within two hours when reported between 6 a.m. and 3 p.m. otherwise by 8 a.m. and report as in (c).

2.3. Public Use of Facilities

The Contractor shall:

- a) Conduct the work so as to cause the least amount of interference to the public in their enjoyment of the parks.
- b) Adjust maintenance scheduling, by mutual agreement with the District, to accommodate special community and other authorized events.
- c) For scheduling purposes, be provided with copies of Park Use Permits as they are issued by the District of Sooke.

2.4. Utilities

The District of Sooke will pay all utility bills for existing and approved new permanent installations at each site.

2.5. Damage Caused by Others

The Contractor shall:

- a) Immediately report any malicious damage or damage by a motor vehicle to the RCMP.
- b) Immediately report any fire damage to the fire department and RCMP.
- c) Preserve any available evidence as to the identity of the perpetrator.
- d) Co-operate with the RCMP and the District's Bylaw Enforcement Officer in providing evidence.
- e) Take action on repairing any damage under this section within 24 hours.
- f) Obtain approval from the District of Sooke before removing any tree damaged by vandalism.
- g) Be entitled to payment for material and labour costs to repair irrigation systems damaged by vandalism.
- h) Ensure that the requirements under Section 2.2 (Safety) take precedence over the requirements under this section.

- i) Email a report to the District of Sooke describing the damage and the steps taken by the beginning of the next business day.

2.6. Communications

The Contractor shall:

- Provide email service, cellular telephone service, and a phone answering service or machine twenty-four (24) hours a day to receive notice of situations requiring response as set out in the specifications.
- Ensure that the messages received in (6a) are reviewed sufficiently often that the response time required in these specifications is met.
- Attend regular scheduled monthly meetings with the District of Sooke.
- Be available for other additional meetings with two working days notice to discuss complaints or perceived problems when requested by the District of Sooke. Meetings may include park user groups.
- Provide monthly reports (see Site Maintenance Inspection Report) of completed work with monthly invoices.

2.7. Service Requirements

The Contractor shall fully maintain the public spaces in this contract to a BC Landscape Standard (2012) as per the following:

			BCLS (2012)	Mowing Weeding	Trees	Leaves	Inspection and Litter	Trails and Walkways	Drainage	Structures
MAP	ASSET CODE	ASSET NAME		8	9	10	11	12	13	14
M-5	M-2	Church Hill Drive Median	3	✓			✓			
M-9	M-4 M-5 M-6 B-4	Edward Milne Median	3	✓	✓	✓	✓	✓		✓
M-6	B-2	Sooke Road Boulevard	3	✓	✓	✓	✓			✓
M-2	B-3	Nordin Road	4	✓	✓		✓			✓
M-11	B-5	Fire Rating Sign	4	✓	✓		✓			✓
M-5	B-6 to B-11 T-47 T-48	Wadams Way Bvld N & S Wadams Way Trails	3	✓	✓	✓	✓	✓	✓	✓
M-4	W-16	Talc Place Greenspace	4	✓	✓		✓			✓

			BCLS (2012)	Mowing Weeding	Trees	Leaves	Inspection and Litter	Trails and Walkways	Drainage	Structures
MAP	ASSET CODE	ASSET NAME		8	9	10	11	12	13	14
M-4	P-2	Amethyst Way Park	4	✓	✓		✓			✓
M-10	P-4 T-46	Blythwood Park	5	✓	✓		✓		✓	✓
M-2	P-5	Brooks Park	3	✓	✓	✓	✓	✓	✓	✓
M-4	P-6 T-35	Broom Hill Park	3	✓	✓	✓	✓	✓	✓	✓
M-7	P-14 T-32	Driftwood Ponds Park	4	✓	✓	✓	✓	✓	✓	✓
M-10	P-28	Mowich Park	5	✓	✓		✓		✓	✓
M-6	P-50	Cains Family Park	4	✓	✓		✓			✓
M-5	P-59	Church Hill Park	4	✓	✓		✓		✓	✓
M-3	P-18	Ella Park	5	✓	✓		✓		✓	✓
M-3	P-21	Firwood Park	5	✓	✓		✓		✓	✓
M-4	P-22	Foreman Heights Park	5	✓	✓	✓	✓			✓
M-5	P-24	Helgesen Park	4	✓	✓	✓	✓			✓
M-3	P-30 T-16	Olympic View Park	5	✓	✓		✓	✓		✓
M-8	P-32 T-20	Painters Pond Park	3	✓	✓	✓	✓	✓	✓	✓
M-5	P-33 T-3	Pineridge Park	3	✓	✓		✓	✓		✓
M-1	P-35	Possession Point Park	5	✓	✓		✓		✓	✓
M-5	P-19 T-2, T-4, T-5, T-6	Ponds Park Corridor	4	✓	✓	✓	✓	✓		✓
M-7	P-56	Riverstone Park	4	✓	✓		✓		✓	✓
M-4	P-49 T-19 W-1	Stoneridge Rainwater Park	4	✓	✓	✓	✓	✓	✓	✓
M-8	P-40 T-42	Sunriver Nature Trail Park	4	✓	✓		✓			✓
M-8	P-41 W-16	Sunriver Place Tot Lot	3	✓	✓	✓	✓	✓		✓
M-8	P-42 T-10 W-9	Sunriver Stormwater Pond	4	✓	✓	✓	✓	✓	✓	✓

2.8. Mowing and Weeding

The Contractor shall:

- a. Complete a joint trails and walkways inspection with the District of Sooke staff in April and September of each year.
- b. Grass shall be maintained to no higher than 10 cm. Mowing times to be spaced to provide maximum uniformity in grass height.
- c. Leave cut grass free of spikes and in a clean and level condition.
- d. Collect and dispose of all clippings off-site. Debris is not to be left on trail surfaces.
- e. Include grass under structures, but visible to the public.
- f. Sweep and/or blow clippings from all hard surfaced areas and structures after each mowing and clean drains blocked by clippings.
- g. Use a line trimmer to cut all grass that cannot be reached with normal mowing within twenty-four (24) hours of each mowing. This includes trimming around rocks, trees, fences, ditches and banks.
- h. Ensure that girdling of trees and scalping of turf does not occur.
- i. Keep trails and walkways:
 - i. Clear of overhanging or encroaching limbs and foliage to a height of three (3) meters. Debris is not to be left on trail surfaces.
 - ii. Provide lateral clearance by pruning encroaching branches, brush and vines 1.5 meters beyond edge of trails and walks.
 - iii. Keep indigenous and invasive grasses, brush, and vines cut back to property lines or 1.5 meters, whichever is closer, from any pathway, fencing, parking area or other developed area unless instructed otherwise.
- j. Take action on reports under this section within monthly reports.

2.9. Tree Monitoring and Maintenance

The Contractor shall:

- a. Inspect all Parks for danger trees during each site visit and following each major windstorm (an event with westerly or south-westerly winds in excess of 70 km/hour). Danger trees include those trees, located within and along the perimeter of undeveloped areas, which may have impact on developed areas. Report danger trees to the District for action.

2.10. Leaf Pick Up and Disposal

The Contractor shall:

- a. Collect all fallen leaves in the fall or winter after leaf drop and remove from site.
- b. Stairways and steps shall be raked at one-week intervals as leaves start to fall in autumn.
- c. Take action on reports under this section within one week after work is completed.

2.11. Litter and Refuse Control

The Contractor shall:

- a. Inspect, remove litter and refuse from all trails and walkways at the same frequency as grass mowing. The Contractor is responsible for disposal of all litter offsite. Please note that an independent contractor will be collecting garbage from garbage containers in all facilities.
- b. Remove and disposal of dead animals or birds (e.g. dead deer or dead seals) as reported or detected.
- c. Be responsible for ensuring that all litter and refuse is disposed of in a legal and responsible manner.
- d. Take action on other reports under this section within two (2) working days.

2.12. Drainage

The Contractor shall:

- a. Ensure ditches are free of debris and culverts and catch basins remain clear.
- b. Report blockages to the District of Sooke and take action on other reports under this section within two (2) working days.

2.13. Surface and Structure Maintenance

The Contractor shall:

- a. Keep sidewalks and other hard surfaces where they intersect trails or walkways free of gravel.
- b. Replenish gravel fines as needed to keep trails in good repair (i.e. free of potholes and trip hazards). The contractor shall supply and install five (5) yards of trail mix (10 mm (-) angular gravel fines) annually as

part of this contract. Report to District of Sooke of repairs in monthly reports.

- i. Walking trails are constructed to the following specifications:

Depth	Substrate
225	80 mm (-) gravel
150	20 mm (-) gravel
75	10 mm (-) angular gravel fines trail mix

- c. Monitor all stair structures for signs of rot and or other structural failure. Report to District of Sooke immediately.
- d. Maintain bollards and chicanes in good condition. Remove graffiti and paint to keep a rust-free appearance.
- e. Not use herbicides or pesticides except as may be authorized by written permission of the District of Sooke. In the event that permission is granted for the use of herbicides or pesticides, the Contractor shall:
- i. Advise the District of Sooke of the timing and location of herbicide or pesticide application no later than the middle of the business day before the work is to be undertaken.
 - ii. Prepare for the District all necessary paper work for the Pest Management Program of the BC Ministry of Environment for each product the contractor plans to use.
 - iii. Provide proof that the person applying the herbicide or pesticide has Pesticide Certification as issued by the BC Ministry of Environment and the *Integrated Pest Management Act (IPM Act)* and Regulation. This proof must be submitted to the District of Sooke before the application is started and must be repeated any time a new person carries out these duties.
 - iv. Post signs at all sites before and after herbicide and pesticide application according to Provincial Pest Management Program regulations.
 - v. Apply the herbicides or pesticides to public walkways or areas adjacent to public walkways after midnight and before 6:00 am in order to prevent transfer of any herbicides or pesticides by foot traffic.
- f. Take action on reports of broken glass within twelve (12) hours.
- g. Take action on other reports under this section within two (2) working days.

2.14. Dog Bags

The Contractor shall:

- a. At their cost, provide a continuous supply of biodegradable dog waste bags appropriate for existing receptacles (20 cm x 36 cm fitting the Practica dispensers (www.practica.ca)).
- b. Take action on reports under this section within two (2) working days.

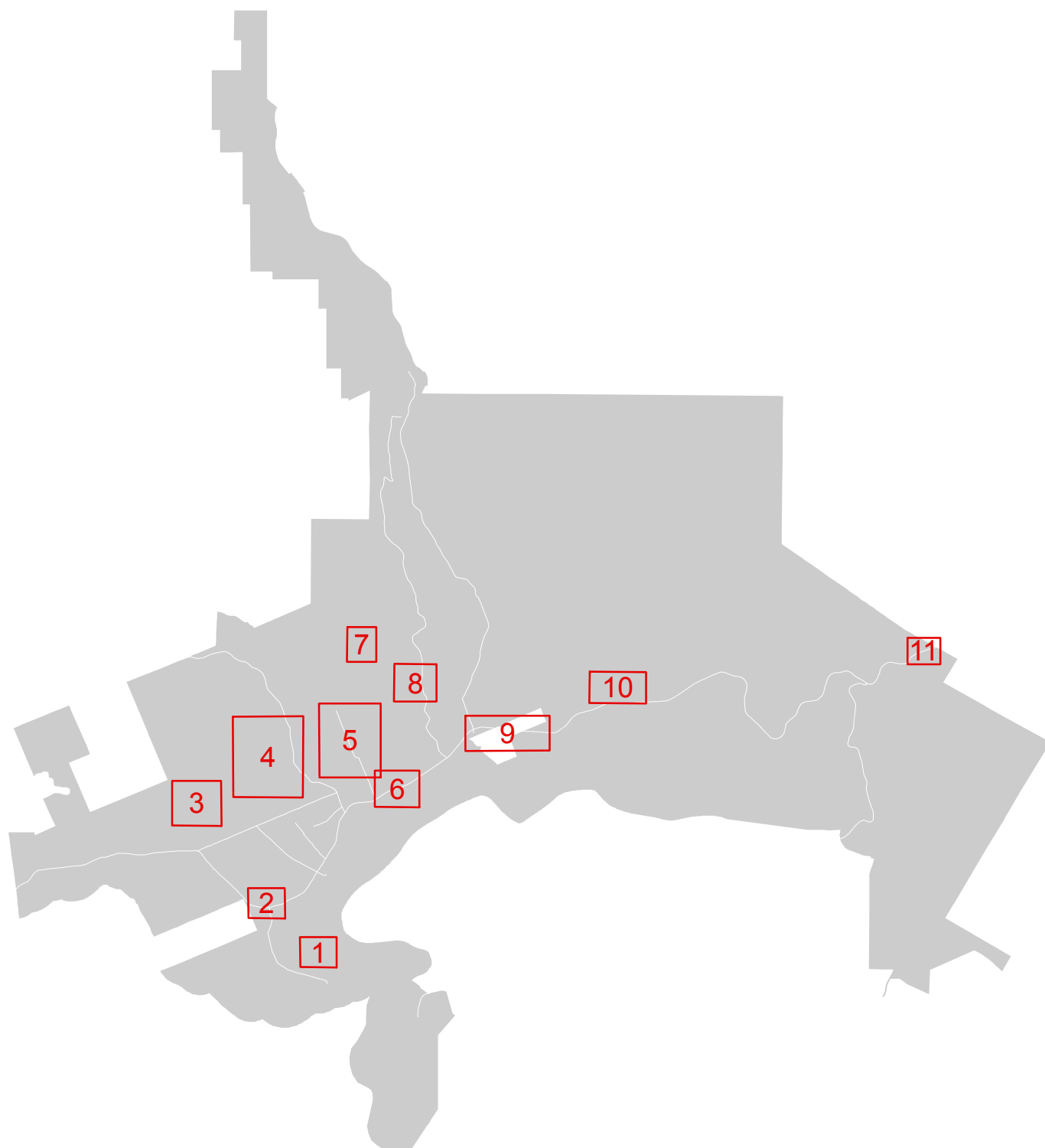


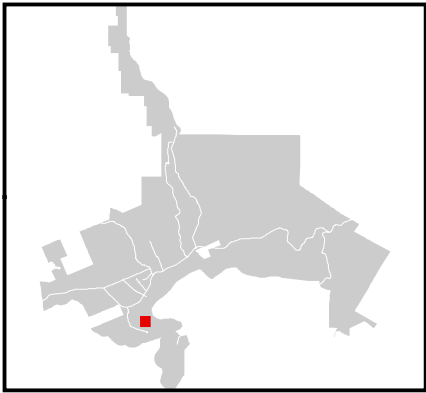
Site Maintenance Inspection Report

Property Name/ Code:		Inspected by:	
Date of Inspection:			
	Good	Needs Attention	Comments/Locations
Lawns			
• General Condition	<input type="checkbox"/>	<input type="checkbox"/>	
• Water/Moisture	<input type="checkbox"/>	<input type="checkbox"/>	
• Mowing	<input type="checkbox"/>	<input type="checkbox"/>	
Trees			
• General Condition	<input type="checkbox"/>	<input type="checkbox"/>	
• Pruning/Repair	<input type="checkbox"/>	<input type="checkbox"/>	
Trails			
• Surface Condition	<input type="checkbox"/>	<input type="checkbox"/>	
• Edging/Trimming	<input type="checkbox"/>	<input type="checkbox"/>	
• Mechanical Brushing	<input type="checkbox"/>	<input type="checkbox"/>	
Furnishings/Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	
Drains/Ditches/Watercourses	<input type="checkbox"/>	<input type="checkbox"/>	
Litter/Cleanup	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

Reference Maps

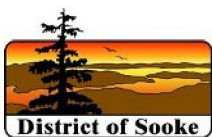
GREENSPACES



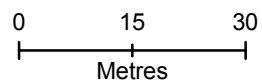


**Possession Point
Park P-35**

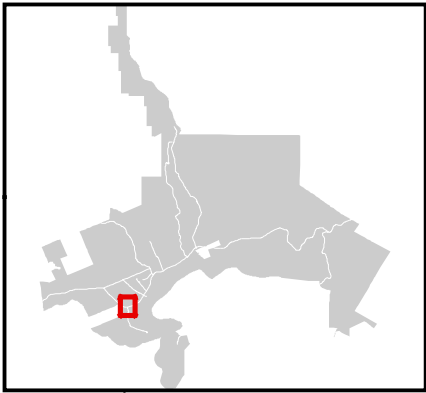
POSSESSION POINT RD



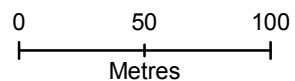
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|--|------------------|--|----------|
| | Green Space | | Trail |
| | Maintenance Area | | Dog Bags |



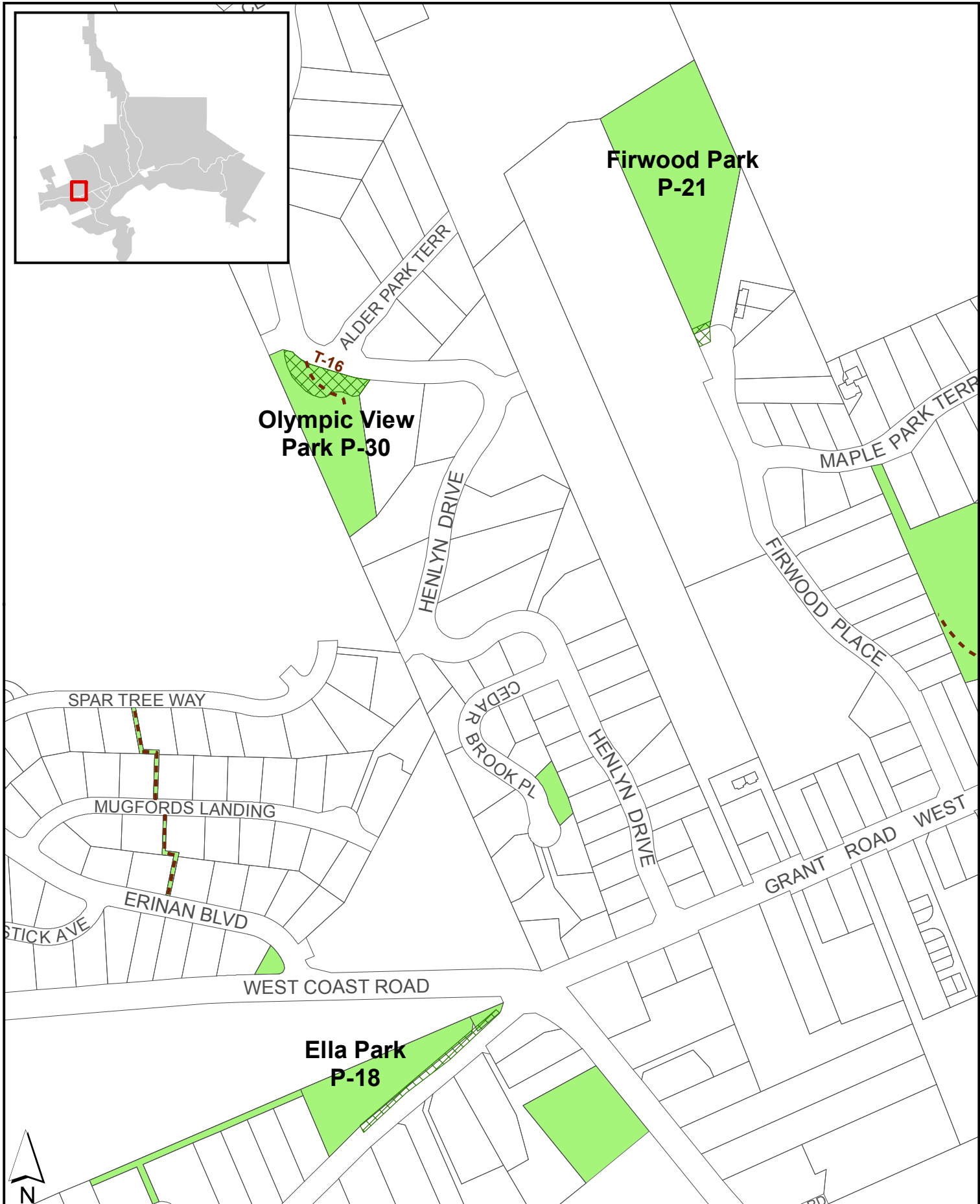
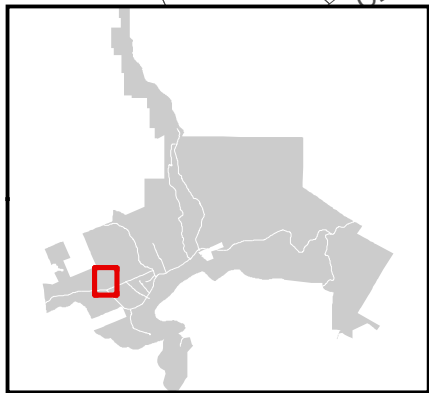
MAP 1




- | | | | |
|--|------------------|--|----------|
| | Green Space | | Trail |
| | Maintenance Area | | Dog Bags |





MAP 2







District of Soke

 Green Space

 Maintenance Area

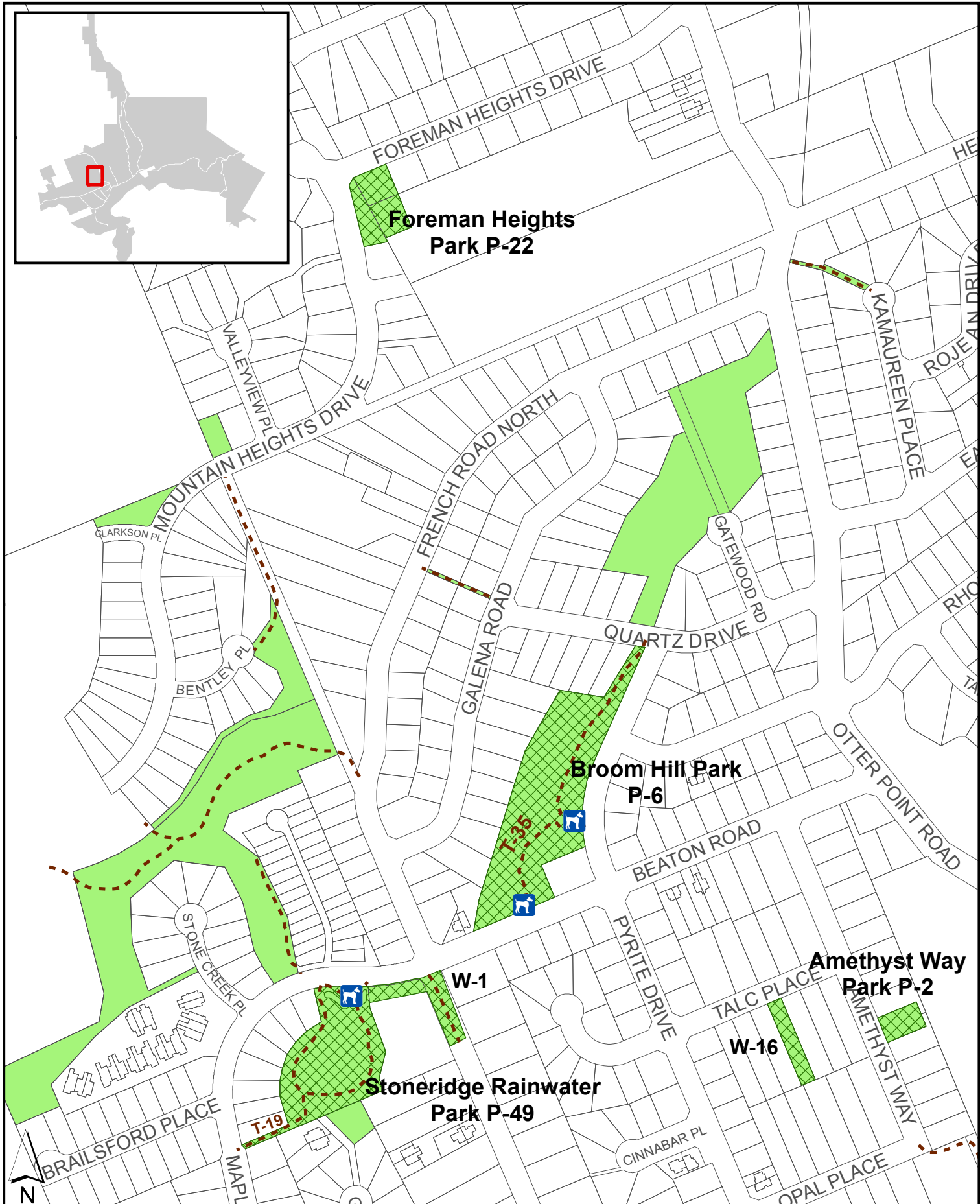
 Trail

 Dog Bags

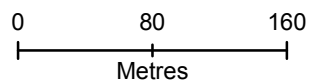
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Metres

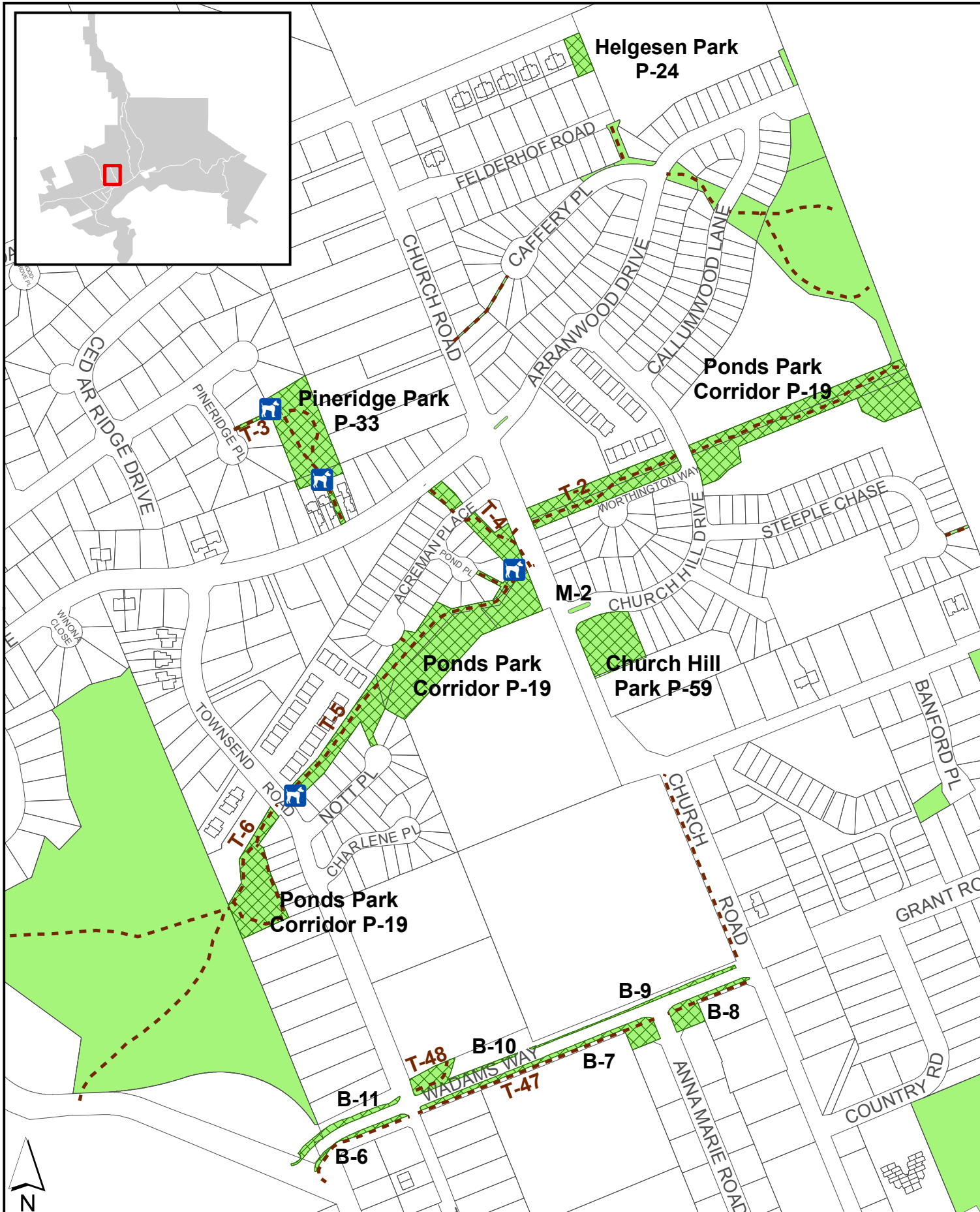
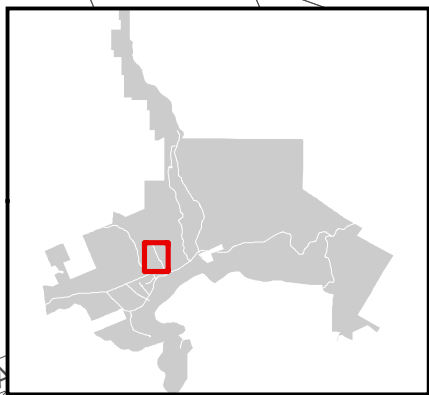
MAP 3







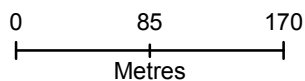
- Green Space
- Maintenance Area
- Trail
- Dog Bags



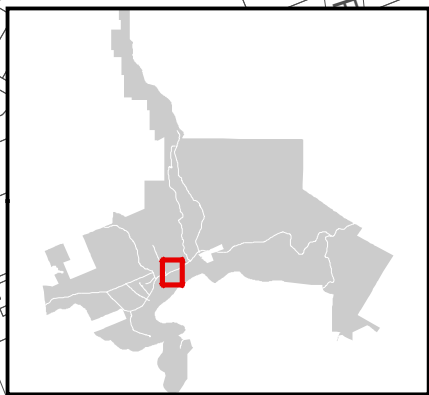
MAP 4







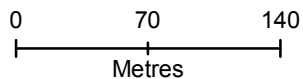
-  Green Space
-  Maintenance Area
-  Trail
-  Dog Bags



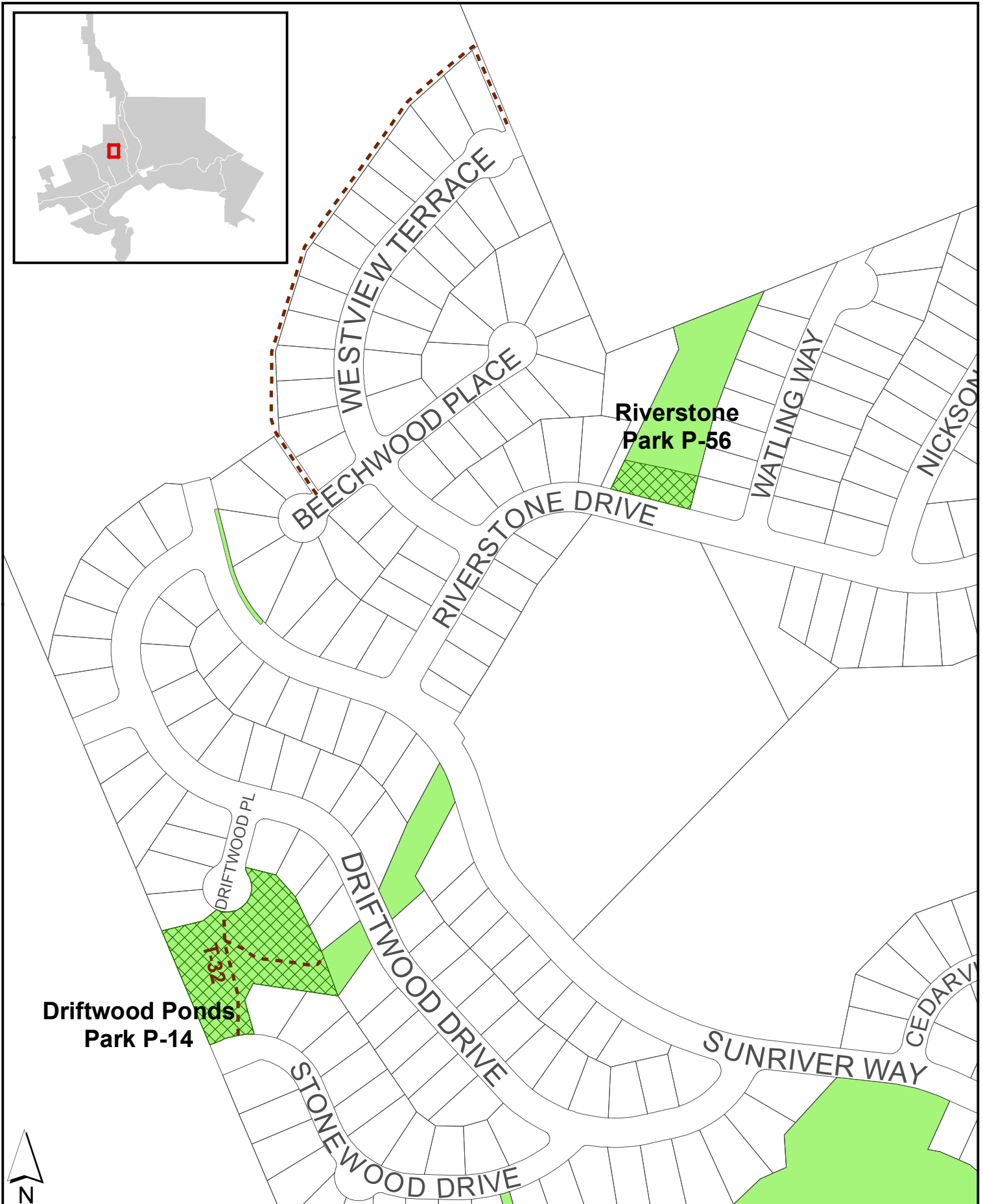
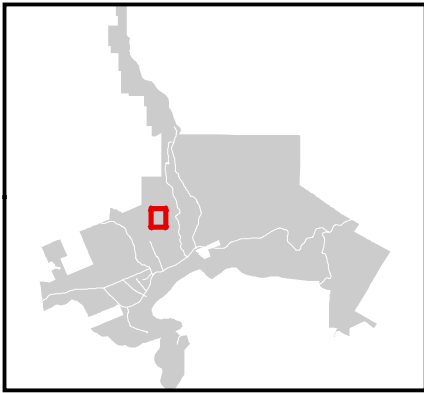
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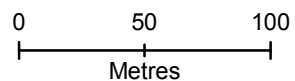
-  Green Space
-  Maintenance Area
-  Trail
-  Dog Bags



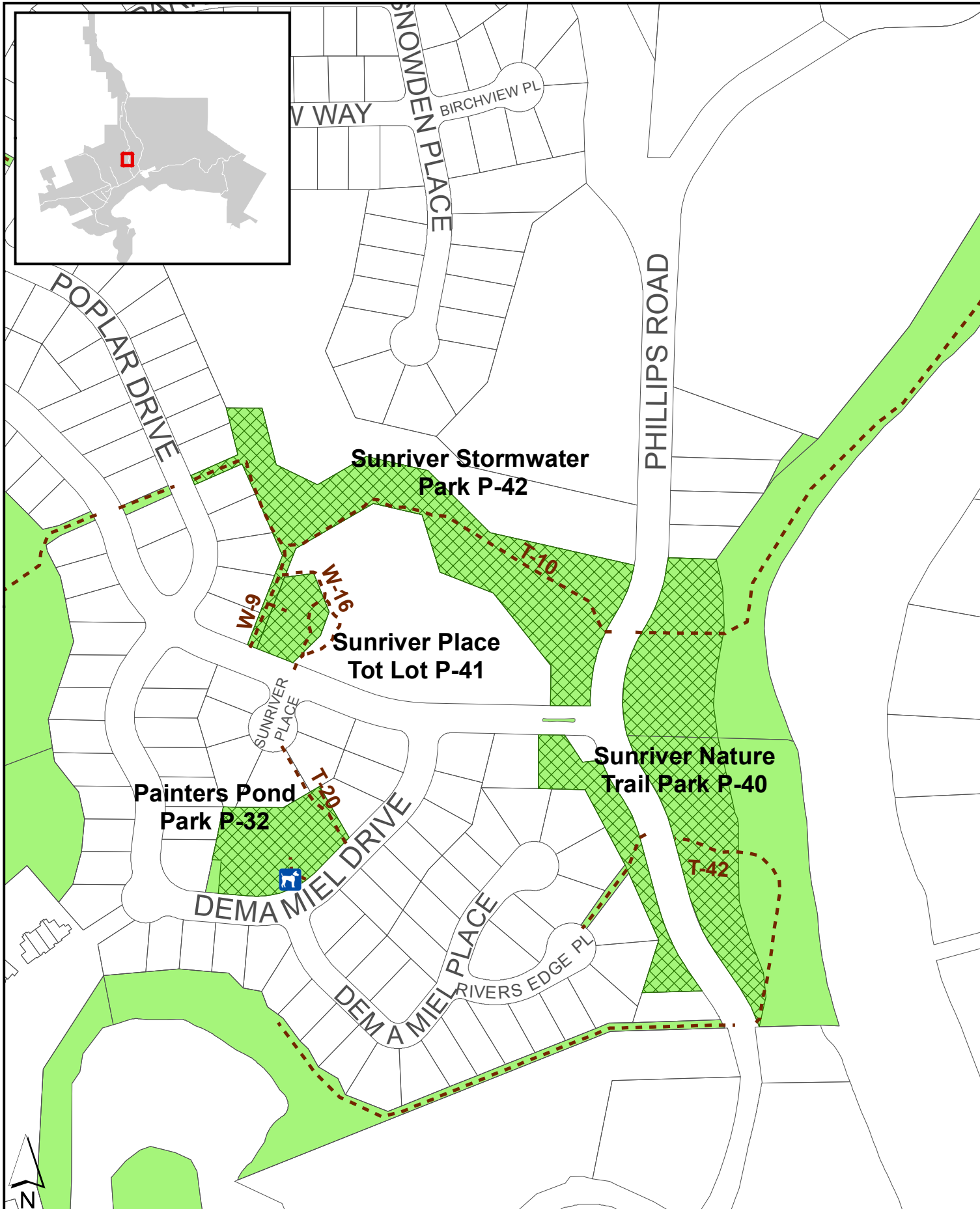
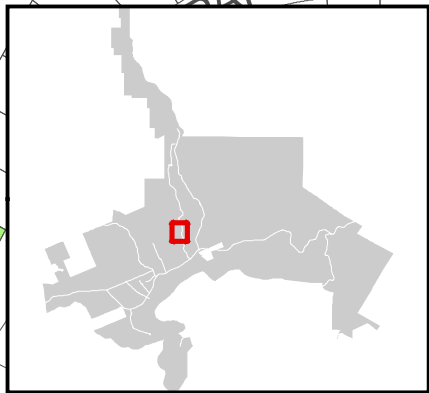
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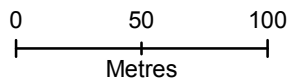
-  Green Space
-  Maintenance Area
-  Trail
-  Dog Bags



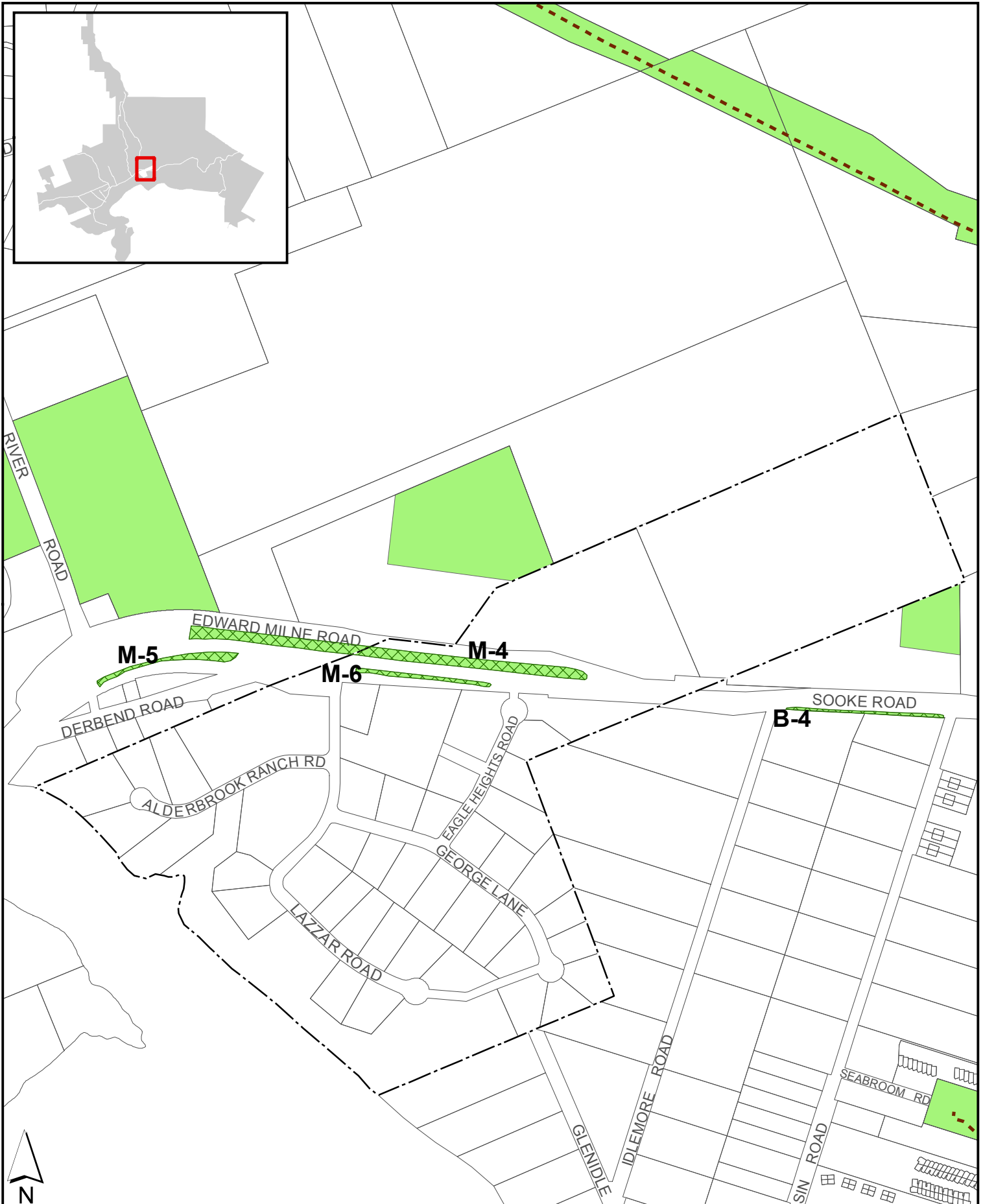
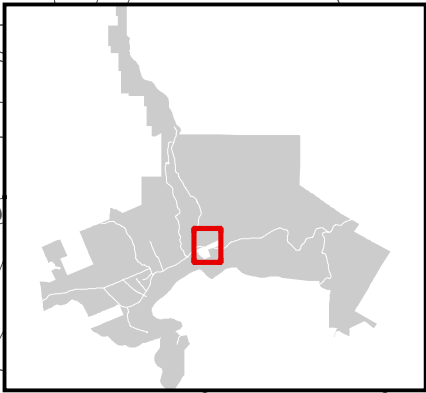
MAP 7



- | | | | |
|---|------------------|---|----------|
|  | Green Space |  | Trail |
|  | Maintenance Area |  | Dog Bags |



MAP 8



Green Space



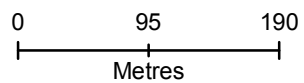
Maintenance Area



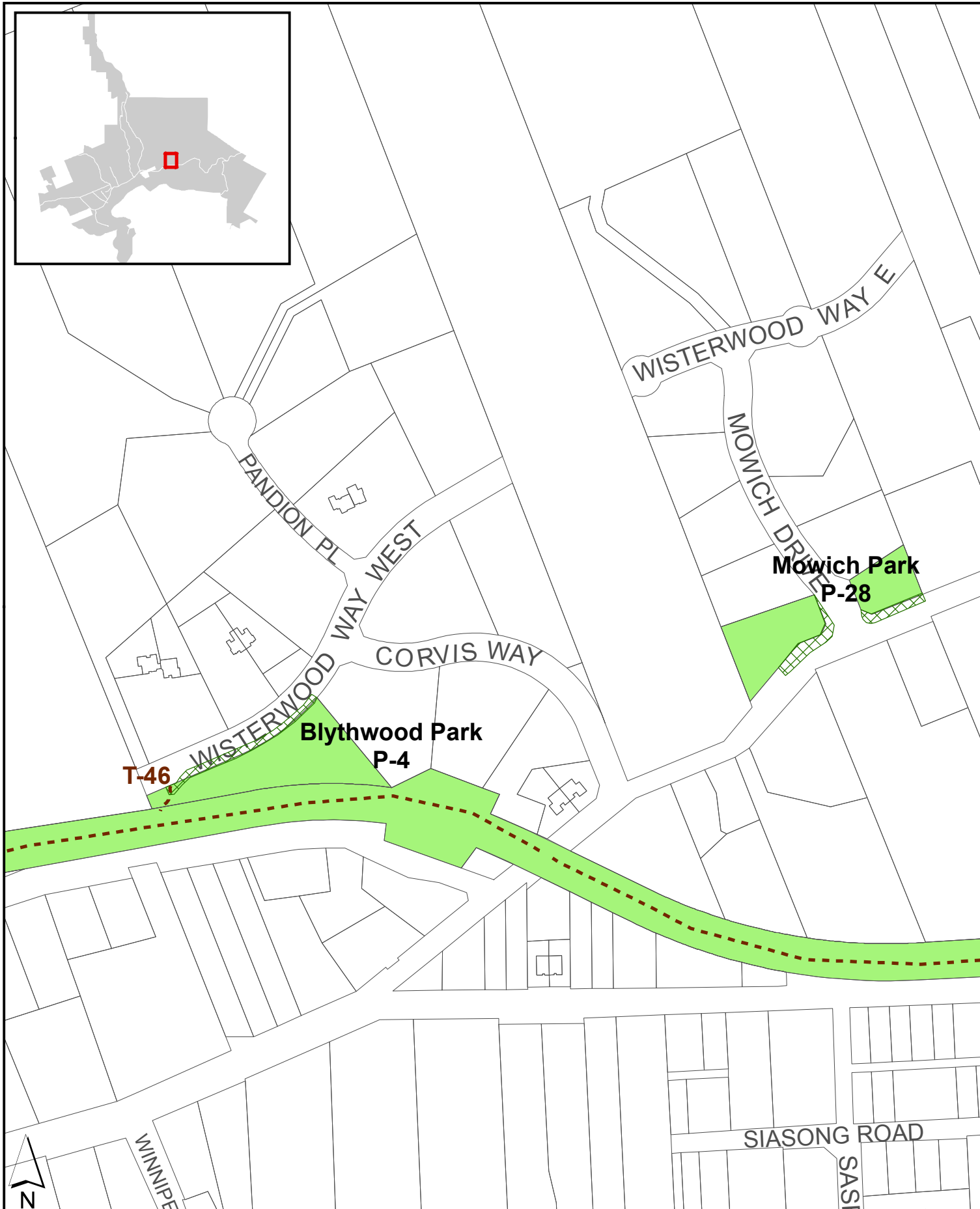
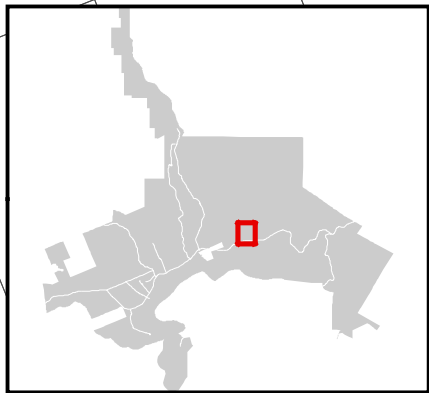
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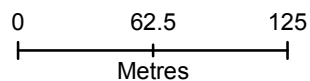
Dog Bags



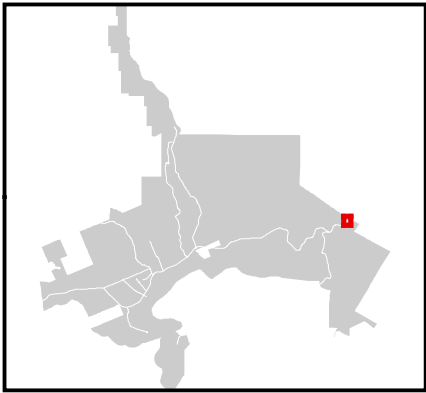
MAP 9



-  Green Space
-  Maintenance Area
-  Trail
-  Dog Bags



MAP 10



B-5

Fire Rating Sign



SOOKE ROAD



Green Space



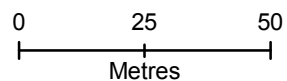
Maintenance Area



Trail



Dog Bags



MAP 11



GENERAL SERVICES AGREEMENT

Project Name: _____
District of Sooke File No: _____

THIS AGREEMENT dated for reference this day ____ of ____, 2015.

BETWEEN:

(Name of Contractor), (*Incorporation No*), having an address at **(Address)**

("the Contractor")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the *Local Government Act*, having an address at 2205 Otter Point Road, Sooke, British Columbia, V9Z 1J2

(the "District of Sooke")

GIVEN THAT:

- A. The District of Sooke desires to engage the services of the Contractor as an independent contractor to perform (*type of services*) as more particularly described below, and
- B. The Contractor agrees to provide such services on the terms and subject to the conditions set out in this Agreement,

IN CONSIDERATION OF the sum of one (\$1.00) dollar paid by the District of Sooke to the Contractor, and the mutual agreements and covenants under this Agreement, and as a condition of the District of Sooke retaining the Contractor, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1.0 Interpretation

- 1.1 In this Agreement, the following terms have the meanings set out after each:

"Agreement" means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time;

2.0 Schedules Incorporated

- 2.1 The following are Schedules to, and form an integral part of, this Agreement:

Schedule "A" – (*To be Determined*)
Schedule "B" – Privacy Protection Schedule

- 2.2 If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

3.0 Effective Date and Term

- 3.1 This Agreement takes effect immediately upon execution by all of the Parties.
- 3.2 The term of this Agreement is for that period (*set out in Schedule A or dates of term*).

4.0 Authority

- 4.1 The Contractor represents and warrants to the District of Sooke that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

5.0 Services

- 5.1 The District of Sooke hereby retains the Contractor as an independent contractor to provide the services described in Schedule A ("the Services").
- 5.2 The Contractor shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- 5.3 The Contractor shall provide the Services during the time period set out in section 3.2 of this Agreement, regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.
- 5.4 The Contractor will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

6.0 Compensation

- 6.1 During the term of this Agreement the District of Sooke shall pay the Contractor for the Services at the rates and times described in Schedule A.
- 6.2 The Contractor shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule A.
- 6.3 The District of Sooke shall reimburse the Contractor for all necessary expenses that the Contractor incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.
- 6.4 The District of Sooke shall not pay the Contractor for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- 6.5 Any expense claims provided by the Contractor to the District of Sooke shall be supported by proper receipts.

7.0 Contractor's Obligations

- 7.1 The Contractor shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Contractor agrees to indemnify and save harmless the District of Sooke from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Contractor under this Agreement.
- 7.2 The Contractor shall apply for and, immediately on receipt, remit to the District of Sooke any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- 7.3 The Contractor shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- 7.4 The Contractor shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- 7.5 The Contractor shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the District of Sooke.
- 7.6 The Contractor shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- 7.7 The Contractor shall comply with the District of Sooke's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.
- 7.8 The Contractor shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- 7.9 All workers hired by the Contractor to perform the Services shall be the employees of the Contractor and shall not be the employees of the District of Sooke.
- 7.10 The Contractor shall refrain from doing anything that would result in workers hired by the Contractor being considered the employees of the District of Sooke.
- 7.11 The Contractor shall reassign, replace or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- 7.12 Where a worker is identified in a schedule to this Agreement as "Key Personnel" and is essential to the performance of the Services, then the Contractor shall not remove or replace them without the District of Sooke's prior written approval.
- 7.13 The Contractor shall bear the expense of replacing its workers.
- 7.14 Nothing in this Agreement restricts the right of the Contractor to terminate its employee's employment, or renders the Contractor liable for an employee's voluntary termination, or for any labour strike or lockout involving the Contractor's employees.

8.0 Conflict of Interest

- 8.1 The Contractor shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

9.0 Subcontracting

- 9.1 The Contractor shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the District of Sooke.
- 9.2 The District of Sooke may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to retain another qualified subcontractor.
- 9.3 No subcontract, whether consented to or not, shall relieve the Contractor of any obligations under this Agreement.
- 9.4 The Contractor shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

10.0 Non-Compliance

- 10.1 If the Contractor fails to observe, perform, or comply with any provision of this Agreement, then the District of Sooke may, at its sole discretion:
- (a) allow the Contractor to continue to provide the Services with a time limit for compliance, rectification or both; or
 - (b) suspend all or part of the Services, including payments in whole or in part, and give the Contractor a time limit for compliance, rectification or both.
- 10.2 If the District of Sooke has set a time limit for compliance, rectification or both and believes that the Contractor has failed to meet the time limit, the District of Sooke may employ whatever means necessary to rectify that non-compliance, including performance of the Contractor's obligations on the Contractor's behalf and/or termination of this Agreement, and the Contractor shall pay an amount equal to all costs reasonably incurred by the District of Sooke in rectifying the non-compliance.

11.0 Termination

- 11.1 The District of Sooke may terminate this Agreement at any time, and without cause, by giving ninety (90) days' written notice of termination to the Contractor and paying the Contractor an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District of Sooke from all liability to the Contractor under this Agreement.
- 11.2 The District of Sooke may terminate this Agreement if the Contractor fails to comply with any of the terms, covenants and agreements that the Contractor must observe or perform under this Agreement and that failure continues for fourteen (14) days after receipt by the Contractor of notice in writing from the District of Sooke specifying the failure.
- 11.3 The Contractor may terminate this Agreement by providing ninety (90) days' written notice of termination to the District of Sooke.

12.0 Information Made Available

- 12.1 The District of Sooke shall make available to the Contractor all information in its possession that the District of Sooke considers relevant to the Contractor's performance of the Services.

13.0 Intellectual Property

- 13.1 The Contractor agrees that any documentation or deliverables developed by the Contractor for the purposes of this Agreement is the property of the District of Sooke and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sooke.

14.0 Materials and Equipment

- 14.1 Any material or equipment that the District of Sooke provides to the Contractor, or to a subcontractor hired by the Contractor, shall remain the exclusive property of the District of Sooke.
- 14.2 The Contractor shall deliver to the District of Sooke any material or equipment provided to the Contractor or the Contractor's subcontractor immediately following expiration or termination of this Agreement, or as requested by the District of Sooke, and the material or equipment shall be returned in the same condition that it was supplied to the Contractor, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.

15.0 Insurance

- 15.1 The Contractor shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles as described in the District's Risk Management – Contract Services Policy 5.4, and shall ensure that the District of Sooke is named as an insured.
- 15.2 The Contractor shall apply to the Workers' Compensation Board for coverage for the Contractor and any workers or other persons engaged by the Contractor to perform the Services during the term of this Agreement.
- 15.3 The Contractor may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- 15.4 The Contractor shall comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties and assessments.

16.0 Confidentiality

- 16.1 The Contractor acknowledges that in the performance of its responsibilities hereunder, the Contractor may have access to confidential and personal information and records and the Contractor shall maintain strict confidentiality concerning any information, data, reports,

- instructions or directions received from or delivered by the District of Sooke in connection with the providing of any Services under this Agreement ("the Confidential Information").
- 16.2 Statements or materials related to the Services shall not be released by the Contractor to the public without the prior written approval of the District of Sooke. This approval will not be unreasonably withheld.
- 16.3 During and after the term of this Agreement, the Contractor shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:
- (a) as required in the course of performing the Services and then only to staff of the District of Sooke on a need-to-know basis; or due to a legal requirement for disclosure
 - (b) where the information is already publicly available;
 - (c) with the prior written consent of the District of Sooke.
- 16.4 All Confidential Information which the Contractor shall prepare or use or come in contact with shall be and remains the District of Sooke sole property and shall not be removed from the District of Sooke premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.
- 16.5 The Contractor agrees to return to the District of Sooke all the Confidential Information provided by the District of Sooke and any copies of such material in its possession forthwith upon demand.
- 16.6 The Contractor agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Contractor shall be liable to the District of Sooke for any breach of any such agreement by the worker.
- 16.7 The Contractor agrees that, upon request of the District of Sooke, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Contractor will turn over to the District of Sooke all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Contractor that:
- (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - (b) is connected with or derived from the Contractor's Services to the District of Sooke.
- 16.8 The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District of Sooke. Accordingly, the Contractor agrees that the District of Sooke is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Contractor and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.
- 16.9 The Contractor will comply with and agrees to the Privacy Protection Schedule B of this Agreement.

17.0 Notices

17.1 Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, sent by facsimile transmission, or forwarded by first-class prepaid registered mail to the addresses and fax numbers set forth below, or to such other addresses as may from time to time be provide by the parties in writing. Any notice delivered by hand or sent by facsimile shall be deemed to be given and received at the time of sending. Any notice that is sent by prepaid or registered mail shall be deemed to have been received by the party to whom it is addressed on the fourth (4th) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.

17.2 Notices under this Agreement are to be delivered as follows:

To the District of Sooke:

District of Sooke of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Attention: Corporate Officer

Fax: (250) 642-0541

To the Contractor:

(Name of Contractor)
(Address)

18.0 Dispute Resolution

18.1 In the case of any dispute arising between the District of Sooke and the Contractor, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

19.0 Force Majeure

19.1 For the purposes of this Agreement, the term "Force Majeure" is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Contractor.

19.2 If the Contractor is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Contractor shall provide to the District of Sooke notice of the Force Majeure as soon as reasonably possible, and to the extent that the Contractor's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.

19.3 The parties acknowledge and agree that during an event of Force Majeure, the Contractor's obligations pursuant to this Agreement shall be reduced or suspended as the

case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Contractor to resume its obligations.

20.0 No Assignment

20.1 The Contractor may not assign any of its rights or interests in this Agreement.

21.0 Binding on Successors

21.1 This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

22.0 Remedies Cumulative

22.1 No reference to or exercise of any specific right or remedy by the District of Sooke prejudices or precludes the District of Sooke from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District of Sooke may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District of Sooke is entitled to commence and maintain an action against the Contractor to collect any sum not paid when due, without exercising the option to terminate this Agreement.

23.0 Waiver

23.1 Waiver by the District of Sooke of any breach of any term, covenant or condition of this Agreement by the Contractor must not be deemed to be a waiver of any subsequent default by the Contractor. Failure by the District of Sooke to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.

24.0 Indemnity

24.1 The Contractor shall indemnify, release and save harmless the District of Sooke and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the District of Sooke or any of its elected and appointed officials, officers, employees, agents, contractors, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Contractor or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Contractor is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or wilful or malicious misconduct on the part of the District of Sooke or a person for whom the District of Sooke is responsible at law. This paragraph will survive termination of this Agreement.

25.0 Release

- 25.1 The Contractor releases the District of Sooke from and against all liabilities, claims, demands, damages, costs, expenses, suits and actions which the Contractor may at any time have against the District of Sooke in respect of the Services, this Agreement and related matters. The obligations of the Contractor under this section survive the expiry or earlier termination of this Agreement.

26.0 General

- 26.1 Time is of the essence of this Agreement.
- 26.2 Parties may by written agreement amend this Agreement
- 26.3 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- 26.4 Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- 26.5 Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- 26.6 The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement.
- 26.7 This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Contractor acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- 26.8 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- 26.9 The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

NOW THEREFORE as evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

DATED the day of , 2015

District of Sooke by its authorized
signatories:)

Mayor:)

CAO:)

)
)
DATED the day of , 2015)

)
(**Name of Contractor**) by its
authorized signatories:)

Name:)

Name:)

SCHEDULE A

To Be Determined

SCHEDULE B

PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between the District of Sooke (the "Public Body") and _____ (the "Contractor")
respecting _____ (the "Agreement").

Definitions

1. In this Schedule,
 - (a) **"access"** means disclosure by the provision of access;
 - (b) **"Act"** means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body 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.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body 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 Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
- the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SAMPLE



Policy 5.4
File No. 2510-00
October 25, 2004
Amended March 25, 2013

Risk Management-Contract Services Policy

1. Any person or organization that contracts with the District of Sooke to provide services to or on behalf of the District must provide proof to the District that the following ***minimum*** requirements have been met:
 - a) proof of liability insurance coverage with a minimum value of \$5,000,000;
 - b) certificate indicating that the individual or organization has an active WCB account that covers any and all persons who will be providing contracted services to or for the District of Sooke; and
 - c) proof of applicable credentials.
2. Copies of the above documentation must be received prior to the commencement of services.
3. The document submitted for insurance coverage must indicate the type of coverage and expiry date.
4. Preference is for the District of Sooke to be named as an additional insured in the liability insurance document.

Note: An individual contracted to provide coverage for the following positions is not covered by the District's errors and omissions policy:

Chief Administrative Officer
Corporate Officer
Director of Finance
Municipal Engineer
Municipal Planner
Building Official