



REGIONAL DISTRICT of Fraser-Fort George

**PARK ATTENDANT SERVICES
KRISTIAN WINTHER REGIONAL PARK**

INVITATION TO QUOTE ES-16-03



Prepared by:
Regional District of Fraser–Fort George
Environmental Services
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INVITATION TO QUOTE

The Regional District of Fraser-Fort George (the “Regional District”) invites written quotations from qualified contractors to provide park attendant services for Kristian Winther Regional Park. The Contractor will provide all materials, supplies and equipment to complete the services specified herein.

Invitation to Quote documents may be obtained on or after April 4, 2016:

- a) In a PDF (public document format) file format from the Regional District’s website www.rdffg.bc.ca;
- b) On the BCBid® website at www.bcbid.gov.bc.ca; or
- c) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays. The cost for each hard copy Invitation to Quote is ten dollars (\$10), taxes included, and is non-refundable.

Quotations will be received until 2:00 p.m. local time, April 14, 2016 at the Regional District of Fraser-Fort George office, 155 George Street, Prince George, BC, V2L 1P8. Qualified contractors must complete and submit the Schedule of Prices (page 3) and pages 4, 5 and 6. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District. Quotations submitted by fax to 250-562-8676 will be accepted. It is the bidder’s responsibility to confirm that a faxed quote has been received.

Quoted prices must remain in effect for ten (10) days after the closing date and time.

Quotations will be evaluated on the quoted price and supplier’s experience. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

All applicable taxes will be shown separately. The successful supplier will be required to itemize taxes on all invoices submitted to the Regional District.

Regional District's Right to Reject Quote

The Regional District reserves the right to reject any and all quotes; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in quotes, reject any and all quotes, or accept the quote deemed most favourable in the interests of the Regional District.

No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Quote.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a quote, a bidder agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its quote for matters relating to the Agreement or in respect of the competitive process, and the bidder, by submitting a quote, waives any claim for loss of profits if no agreement is made with the bidder.

If a Quote contains a defect or fails in some way to comply with the requirements of the Invitation to Quote documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the quote.

The Regional District reserves the discretion to reject any quote submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a quote submitted by a bidder who is an individual person, where that individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting this quote the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any quote submitted by a bidder that is, or whose principals are, at the time of bidding, engaged in a lawsuit against the Regional District in relation to work similar to that being quoted.

All inquiries relating to this Invitation to Quote must be directed to:

Bryan Boyes, Environmental Services Utilities Leader
Phone: 250-960-4400 / Toll-free: 1-800-667-1959
Fax: 250-562-8676
Email: bboyes@rdffg.bc.ca

SCHEDULE OF PRICES – QUOTED PRICE

To supply all necessary equipment, labour, materials, supervision, and all things necessary for park attendant services at the Kristian Winther Regional Park in accordance with the attached General Conditions and Operational Specifications.

- 1) Price (GST/PST not included):
 - a) Lump sum quoted price-per month
(GST/PST not included) \$ _____

- 2) Quote Sum
 - b) TOTAL Quote Sum
May 1, 2016 – September 30, 2016
(amount from a x 5) \$ _____

If there are any discrepancies between the quoted sum per month and the total quoted sum, the quoted price per month will be accepted as the correct amount.

Is GST payable? Yes No

GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name

Address

City

Province

Postal Code

Phone Number

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your GST Registration Number

If NO, Please fill in the following (check appropriate box):

- Supplier qualifies as a small supplier under Section 148 of the legislation
- Other: Specify _____

WorkSafeBC Registration Number: _____

Signature of Authorized Person

Print Name

Title

Date

LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

Name of Employee	Employee's Experience / Qualifications

LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-Contractors employed by them will be as listed below and further agrees that no changes or additions will be made to this list without the written approval of the Regional District.

Name of Sub-Contractor	Address of Sub-Contractor	Work to Be Performed by Sub-Contractor

CONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Year	Work Performed	Reference Contact (name and phone number)	Value

CONTRACT AGREEMENT

THIS CONTRACT made this _____ day of _____ in the year of 2016 by and between the Regional District of Fraser-Fort George, herein after called the "Regional District" and _____ herein after called the "Contractor".

WITNESSETH: That the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
 - (a) Provide all necessary materials, labour, supervision, and equipment and perform all Work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Park Attendant Services - Kristian Winther Regional Park" Invitation to Quote ES-16-03 from May 1, 2016 to September 30, 2016, and
 - (b) Commence to actively proceed with the Work of the Contract on May 1, 2016.
2. The Regional District will pay to the Contractor, as full compensation, for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Schedule of Prices, List of Contractor's Personnel, List of Sub-Contractors, Contractor's Experience in Similar Work, General Conditions of Contract, Contract Agreement and other Securities, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 3, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.

6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at _____
(Address)

The Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8

IN WITNESS WHEREOF the parties hereto have executed this Contract this _____ day of _____ 2016.

Contractor:

[NAME OF CONTRACTOR]

(Signature)

(Signature)

(Name and Title - please print)

(Name and Title - please print)

Authorized Signatory of the
Regional District of Fraser-Fort George

Authorized Signatory

Date

Authorized Signatory

Date

GENERAL CONDITIONS

1. DEFINITION OF TERMS

"Contract Documents" or "Contract" means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated therein, as listed in the Table of Contents.

"Contractor" means the successful bidder who enters into the Contract.

"Equipment" means anything and everything except persons used by the Contractor in performance of the Work and except materials as defined herein.

"Facility or Facilities" means the park property.

"General Manager" means the General Manager of Environmental Services for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

"Material" or "Materials" means, unless otherwise specified, anything and everything other than persons or the Contractor's equipment which is manufactured, processed or transported to the Facility, or existing on the Facility, and incorporated in the complete Works.

"Regional District" means the Regional District of Fraser-Fort George.

"Regional Park Property" means the property occupied by the Regional District for the purpose of operating a public day-use park facility.

"Road" means the designated areas within the Facility with surfaces that have been prepared for vehicular traffic.

"Sub-Contractor" means any person, firm, or corporation approved by the Regional District having a contract for the execution of a part or parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who furnished material.

"Supply" or "Provide" means supply and pay for and provide and pay for.

"Work" or "Works" means, unless the context otherwise requires, the whole of the work and Materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Work described in the Contract or as directed by the Regional District and all incidental Work to complete the project.

This Contract is not a contract of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality, and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

4. GENERAL MANAGER'S STATUS

The General Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Facility in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The General Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

5. REPORTS

The Contractor will upon the request of the General Manager fully inform the General Manager of the Work done and to be done by the Contractor in connection with the provision of the services.

6. SUPERVISOR AND LABOUR

The Contractor will keep on the Facilities, at all times during the Work, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor shall employ at all times, qualified and experienced personnel to carry out the Work. The Contractor will provide additional personnel required to carry out the Work if necessary.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract. The Contractor will make proof of payment available to the General Manager when requested.

7. CHARACTER OF WORKERS

All workers must have sufficient knowledge, skill and experience to perform properly, the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the General Manager, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is wilfully negligent will, at the written request of the General Manager, be removed from the Facility of the Work immediately and will not be employed again in any portion of the Work without the approval of the General Manager.

8. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

9. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Article 4, the General Manager reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

10. CONTRACTOR'S TERMINATION OF CONTRACT

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents, within thirty (30) days from the specified date of payment, and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.

11. SUB-CONTRACTORS

The Sub-Contractors named on the List of Sub-Contractors form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the General Manager. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-Contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Regional District. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

12. OWNERSHIP

The Material produced, received or provided by the Regional District to the Contractor as a result of this Contract and any equipment, machinery or other property provided by the Regional District to the Contractor as a result of this Contract will:

- a) be the exclusive property of the Regional District, and
- b) the Contractor, upon receiving written notice from the Regional District requesting delivery of the same, shall immediately deliver to the Regional District any property provided by the Regional District, or shall return such property at the end of this Contract.

13. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

14. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of any kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-Contractors, agents or workers arising from the entering of the Contract or the carrying out of the Work, whether on the Regional District's Regional Park Property and whether arising from statutory liability or not.

15. PERMIT AND REGULATIONS

The Contractor will, at their own expense, procure all other permits, certificates, and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

16. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the Workers' Compensation Act of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, Sub-Contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

17. OCCUPATIONAL HEALTH AND SAFETY

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property at the Facility and will comply with the Workers' Compensation Act of the Province of British Columbia.

18. CHANGES IN THE WORK

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a Change Order form or Purchase Order is completed and signed by the Regional District and the Contractor.

19. PAYMENT

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice and on advice from the General Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.

20. GOODS AND SERVICES TAX (GST)

Federal law states that five percent (5%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

21. PAYMENT WITHHELD OR DEDUCTED

The Regional District may withhold, suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect himself from loss on account of one or more of the following:

- a) Where the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work has not been remedied.
- c) Where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.
- d) Where there exist unsatisfied claims for damages caused by the Contractor to anyone on the Regional Park Property or in connection with the Work.
- e) Where the Regional District has corrected a deficiency under Article 13.

22. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured.
- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined in Clause 22.

23. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m. May 1, 2016 to midnight, September 30, 2016. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each extension will be for a one (1) year period and the total contract duration will not exceed three (3) years. Each period of renewal will be as per the Schedule of Prices at the quoted rates.

24. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with a WorkSafeBC Number and keep all assessments required to be paid in relation to the Contract amount.

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

25. CONFIDENTIALITY

The Regional District is a public body subject to the Freedom of Information and Protection of Privacy Act (FOI). In accordance with the FOI, all information regarding the items and conditions, financial and/or technical aspects of the Contractor's quote which are in the Contractor's opinion are of a proprietary or confidential nature should be clearly marked "CONFIDENTIAL" at each relevant item or page.

Subject to the FOI, all information marked "CONFIDENTIAL" by the Contractor will be held in strict confidence and shall not be revealed to another party without the consent of the Contractor.

26. RIGHTS OF WAIVER

A waiver of any breach of or provision of this Contract will not constitute or operate as a waiver or any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

27. SEVERABILITY

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.

OPERATIONAL SPECIFICATIONS

1. GENERAL

These specifications describe the operation of Kristian Winther Regional Park located on the Salmon River, north of Prince George, B.C.

The Facility is a day use park where the public can enjoy a variety of recreational opportunities.

- 1.1 The Contractor will perform all work outlined in this Contract as required or up to one time every other day.
- 1.2 The Contractor will at their own expense pay for and supply all equipment, labour, materials, and supplies to operate the Facility in accordance with the conditions herein.
- 1.3 The Contractor is not required to remain on site during operating hours. The Contractor must remain on site for the time necessary to perform the duties outlined in the Contract.
- 1.4 The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable local government, provincial and federal legislation, criteria and guidelines in maintaining the park.
- 1.5 The Contractor will agree to exercise good public relations in exercising their authority under this Contract. The Contractor and their workers and approved Sub-Contractors must possess full knowledge of the park operating procedures and park area and carry out the Work in a timely, neat and orderly manner.
- 1.6 The park is located in a wildlife interface area and wildlife is present. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.

2. OPERATING HOURS

The Regional Park remains open to the public from 6:00 a.m. to 11:00 p.m. seven (7) days a week, three hundred and sixty five (365) days per year. The Contractor will be required to be at the site as often as required to complete the work herein.

3. MATERIALS SUPPLIED BY CONTRACTOR

The following supplies will be provided by the Contractor during the term of the contract. The General Manager will, at their own discretion, determine the suitability of the supplied materials.

- 3.1 Garbage Bags – at a minimum, 35" x 50" heavy duty plastic garbage bags.
- 3.2 Toilet Paper – at a minimum, 2-ply commercial grade toilet paper.
- 3.3 Cleaning Solution – at a minimum, Pinosan Dustbane Commercial cleaning solution, or equivalent. Contractor will use cleaning solutions as per the manufacturer's recommendations.
- 3.4 Quantities – These quantities demonstrate historical trends of supplies used at the Facility and do not constitute a warranty or guarantee by the Regional District as to actual quantities that may need to be supplied by the Contractor.

(Past use approximation values only: 100 rolls toilet paper, 75 garbage bags, 2 5-litre jugs of Pinosan).

4. LITTER COLLECTION

The Contractor will remove all litter from the park. The appearance of the site will be such as to present a well-maintained regional park at all times.

- 4.1 The Contractor will ensure that roadways, ditches, paths, and parking lots are kept free of all litter and other foreign material.
- 4.2 The Contractor will ensure that all areas covered with lawn are kept free of all litter and other foreign material.
- 4.3 The Contractor will ensure that all beaches are kept free from litter and foreign materials that may injure a park user. Raking the sand on the beaches is mandatory at each visit, in order to uncover any debris that may be otherwise unseen, and all debris is to be removed and disposed of.
- 4.4 The Contractor will ensure that waste containers are kept in a clean and sanitary condition, free from stains and offensive odors.
- 4.5 The Contractor will ensure that all waste containers are lined with 35"x50" heavy duty garbage bags and that waste containers are emptied prior to reaching capacity.

5. FIRE PITS

- 5.1 The Contractor will ensure that fire pits are kept clean of ashes, coals and unusable wood to a depth of 1" below the airflow holes in the fire pit. Charred but useable wood shall be piled neatly adjacent to the fire pit.
- 5.2 All ashes, coals and unusable wood will be removed from the Regional Park and properly disposed of.
- 5.3 The Contractor will not dispose of any ash and/or coals into the waste containers.

6. PUBLIC TOILETS

- 6.1 The Contractor will ensure that all public toilet facilities remain free of debris and are cleaned with the disinfectant solution. Cleaning includes sweeping and wet mopping the floor, washing the walls, podium and seat, keeping the structure free of cobwebs, inside and outside and a reasonable effort for removal of graffiti.
- 6.2 The Contractor will ensure that all public toilet facilities have a supply of 2-ply toilet paper at all times.

7. PICNIC TABLES

- 7.1 The Contractor will ensure that all picnic tables remain free of bird feces, food, cobwebs and other debris and are cleaned with the disinfectant solution and a reasonable effort for removal of graffiti.
- 7.2 The Contractor will ensure that the ground under and around the picnic tables is raked to remove debris and that all debris is disposed of.

8. GRAFFITI/VANDALISM

The Contractor will make a reasonable effort to remove any graffiti/vandalism from garbage cans, signs, outhouses, picnic tables, picnic shelter or any other park structure. The Contractor will notify the Regional District of any graffiti/vandalism that requires Regional District staff attention or anything they are unable to remove. The Contractor will immediately report any acts of vandalism to the Regional District.

9. BENCHES

- 9.1 The Contractor will ensure that all benches remain free of bird feces, food, cobwebs and other debris and are cleaned with the disinfectant solution provided and a reasonable effort for removal of graffiti.
- 9.2 The Contractor will ensure that the ground under and around the benches is raked to remove debris and that all debris is disposed of.

10. PICNIC SHELTER

- 10.1 The Contractor will ensure that the picnic shelter's floor, logs and log beams remain free of any dirt, debris and cobwebs and a reasonable effort for removal of graffiti.
- 10.2 At a minimum, cleaning includes sweeping and wet mopping the floor, washing the picnic tables/seats with an antibacterial disinfectant solution, keeping the structure and tables free of cobwebs inside and outside.

11. PARK GATE

The Contractor will ensure that the main gate at Kristian Winther Regional Park is opened each day by 9:00 a.m. and shall remain open as per the posted times. The Contractor will ensure that all vehicles are out of the park before locking the gate each evening.

- enter the park and close the gate
- drive to all areas and check for vehicles
- if there are no vehicles, proceed to lock the gate
- if vehicles are present, but the owner(s) are not, record the vehicle's license plate number and description, and
- attach a pamphlet, supplied by the Regional District, to the vehicle windshield explaining that the gate is now closed. The pamphlet contains a number the vehicle owner can call to make arrangements for being let out of the park.

12. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the General Manager. The Contractor will provide and maintain personnel as follows:

- must have full knowledge of the Regional District's operating requirements,
- must have a neat and clean appearance, and
- must have the ability to immediately contact the Regional District if any problems should arise.

13. REGIONAL DISTRICT'S FACILITIES

- 13.1 The Contractor will open and close the access gates in accordance with Section 11 – Park Gate.
- 13.2 The Contractor will not use these facilities for the storage of any of the Contractor's tools, equipment, or anything else owned by the Contractor.
- 13.3 The Contractor will immediately report to the Regional District any fire, evidence of fire or acts of vandalism to the Regional District's facilities or structures. Information is to be recorded on the form provided.
- 13.4 The Contractor, or any of their workers, shall not issue keys for copying or for unsupervised access to any controlled access portion of the park.

14. SECURITY

- 14.1 The Contractor shall make themselves familiar with the Regional Parks Regulation Bylaw No. 793, a copy of which will be supplied by Regional District.
- 14.2 The Contractor shall note any misuses while performing their duties as outlined in this Contract. All misuses will be documented and then reported to:
 - Environmental Services Utilities Leader Monday to Friday 8:00 a.m. – 4:30 p.m.
 - Regional District after hours emergency line at 250-960-4401 during other hours.
- 14.3 The Contractor should take all necessary precautions to minimize their exposure to acts of theft and vandalism. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Contractor's facilities and equipment.

15. RECORD KEEPING

The Contractor must keep the following records and documents. These documents will be made immediately available to the General Manager when requested unless otherwise specified.

- 15.1 The Contractor will maintain a record of all complaints and concerns they may receive from park users on forms provided by the Regional District and submit these forms to the General Manager on a weekly basis. Complaints of a serious nature or any conflict between the Contractor or the Contractor's employees or the Contractor's Sub-Contractors and a facility user will be reported to the General Manager immediately.
- 15.2 The Contractor will submit reports concerning their regular inspection and maintenance activities to the General Manager on a monthly basis. The Regional District will provide the report form.

16. SITE LOCATION MAP

Kristian Winther Regional Park

