CRHC
The Capital Region's Housing Corporation

CAPITAL REGION HOUSING CORPORATION
BOARD OF DIRECTORS MEETING

AGENDA

1:00 p.m., Tuesday, January 23, 2018
625 Fisgard St., Victoria
Room 488

		Item/Report Number
1.	Approval of Agenda	
2.	Approval of Minutes of December 5, 2017	18-01
3.	CRHC 2018 updated Five Year Capital Plans 2015-2019	PPS/CRHC 2018-01
4.	2018 Operational Plan	PPS/CRHC 2018-02
5.	LeBlond Strata Resolution	PPS/CRHC 2018-03
6.	Landscaping Services Contract	PPS/CRHC 2018-04
7.	Westview – Temporary License Agreement	PPS/CRHC 2018-05
8.	Management Report	PPS/CRHC 2018-06
9.	Adjournment	

The Capital Region's Housing Corporation

Minutes of a Meeting of the Capital Region Housing Corporation Board of Directors Held December 5, 2017 in Room 488, 625 Fisgard St, Victoria, BC

PRESENT: **Directors**: G. Young; J. Carline; D.Screech; B. Braude; S. Price; W. McIntyre;
Absent: R. Cooper;
Staff: R.Lapham; K.Lorette; C. Culham; R. Loukes; Agnes Piotrowski
Recorder: K. Kusnyerik
Guests: Heather Crow, KPMG, Lenora Lee, KPMG

The meeting was called to order at 10:05am.

1. APPROVAL OF AGENDA

Director McIntyre requested a friendly amendment to the letters to be discussed under correspondence to add electoral areas.

It was **MOVED** by Director Braude, **SECONDED** by Director Price
That the agenda be approved as circulated.

CARRIED

10:06am R.Lapham stepped out.

2. AUDITOR'S PLANNING ADDRESS

An updated auditor's report was circulated to the directors.

Lenora Lee introduced herself explaining that she is a partner at KPMG and has taken over Randy Deckshmire's role since he had retired. She presented the auditor's report.

R.Lapham returned at 10:07am.

J.Carline arrived at 10:09am.

Director Young wanted to ensure that tenants meet the requirements of the funding programs. C.Culham advised that BC Housing audited this annually.

It was **MOVED** by Director Braude, **SECONDED** by Director McIntyre
That the auditors address be received for information.

CARRIED

H.Crowe, L.Lee left the meeting at 10:14am. C.Culham escorted them out.
C.Culham returned at 10:15am.

3. CORRESPONDENCE

Discussion ensued concerning the correspondence. It was discussed that a report will go to the CRD board on December 13, 2017 in camera. Any options for the CRHC to purchase land would be brought forward to the CRHC board.

It was **MOVED** by Director Price **SECONDED** by Director Braude
Approved correspondence a and b, and referred correspondence c back to staff.

CARRIED

4. APPROVAL OF THE MINUTES OF OCTOBER 31, 2017

It was **MOVED** by Director Braude, **SECONDED** by Director Price
That the minutes of October 31, 2017 be approved as circulated.

CARRIED

5. MORTGAGE RENEWAL – ROTARY HOUSE

C.Culham presented the report and advised that the motion in the report was incorrect. She explained that CMHC direct lending is the only mortgage option for this property. The current rate is 2.08%. The motion was updated accordingly.

It was **MOVED** by Director Price, **SECONDED** by Director Braude
Approve the resolution required by British Columbia Housing Management Commission to renew the mortgage for Rotary House through CMHC Direct Lending and authorize any two members of the Capital Region Housing Corporation Executive Committee to sign any documents related to the mortgage renewal.

CARRIED

6. TENANT ENGAGEMENT REPORT

It was **MOVED** by Director Carline, **SECONDED** by Director McIntyre
Approve an additional 1.0 FTE in the 2018 Administrative Budget for increased tenant engagement services for $84,810.

CARRIED

7/8. ADMINISTRATION AND DEVELOPMENT SERVICES BUDGET AND OPERATIONS BUDGET

The administration and operating budgets were presented concurrently.

P.Kitson provided an update on Westview, Michigan Square and Drake Rd. He discussed that there was overwhelming support by Sannich Council to move the Westview project to the development permit phase. He is working on a development package that will be submitted to BC Housing in January. He is hopeful that construction will commence in June 2018.

He advised that Michigan Square was approved for seed funding. The funds will be used to hire a structural and geotechnical engineer to explore what structures could be built on the exiting parkade.

A lengthy discussion ensued concerning Drake Rd. The Drake Rd. Steering committee met November 16th and are proposing they advance the project to the development permit phase. There were concerns why the project would be advanced at a cost of $70,000 in 2018 when there is no guarantee of water being found. Staff explained that the project has been ongoing since 2011 and Salt Spring Island and the Islands Trust would like to see this project progressing. Staff also explained that by progressing the project they could access future funding that may not be available if the project is not "shovel ready". Staff explained that the project couldn't progress without the approval of the Board.

J.Carline stepped out at 11:30am.

C.Culham advised that she is working with BCHMC to see if the UOA operating surplus could be invested towards the Caledonia redevelopment project.

J.Carline returned at 11:35am.

R.Loukes explained that the $70,000 for Drake Rd. included $5,000 as staff salaries.

By consensus of the board the recommendation was separated for voting.

It was **MOVED** by Director Price **SECONDED** by Director Braude
a) Receive the Strategic Priorities 2017 update for information.
b) Approve the Capital Region Housing Corporation 2018 Administration Budget.

CARRIED

It was **MOVED** by Director Carline **SECONDED** (no seconder)
Amendment that staffing costs comes out of Administration surplus **WITHDRAWN**

Director Carline withdrew the motion.

It was **MOVED** by Director McIntyre **SECONDED** by Director Price
Approve the Capital Region Housing Corporation 2018 Development Services Budget.

CARRIED
Director Carline and Director Screech Opposed

It was **MOVED** by Director Young **SECONDED** by Director Price
Direct staff to apply for Seed Funding for the Caledonia project.

CARRIED

It was **MOVED** by Director Price **SECONDED** by Director Braude
Direct staff to use the Capital Surplus for 2017 Development Services costs.

CARRIED

It was **MOVED** by Director Price **SECONDED** by Director McIntyre
a) Approve the Capital Region Housing Corporation 2018 Operating Budgets for the Umbrella Operating Agreement portfolio, Parry Place, Village on the Green and Vergo; and
b) Authorize any 2017 operating surplus/(deficits) to be transferred to/(from) the appropriate Portfolio Stabilization Reserves.

CARRIED

9. MANAGEMENT REPORT

It was **MOVED** by Director Braude **SECONDED** by Director Price
Receive the Management Report for information.

CARRIED

10. MOTION TO CLOSE

It was **MOVED** by Director Braude, **SECONDED** by Director Price
Motion to Close the meeting in accordance with the Community Charter, Part 4, Division 3, Section 90 (1) (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose and
a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

CARRIED

A.Piotrowski left the meeting at12:12pm.
P.Kitson, R.Loukes and K.Kusnyerik left the meeting at 12:12pm.

C.Culham took over recording.

11. ADJOURNMENT

It was **MOVED** by Director Price, **SECONDED** by Director McIntyre
That the meeting the adjourned.

CARRIED

The meeting was adjourned at 12:17pm.

David Screech, Chair

Kristine Kusnyerik, Recorder

CRHC
The Capital Region's Housing Corporation

REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
JANUARY 23, 2018

SUBJECT **Capital Region Housing Corporation 2018 Updated Five Year Capital Plans 2015- 2019**

ISSUE

To update the Capital Region Housing Corporation (CRHC) Board of Directors on the status of the 2015-2019 Capital Plans for the three operating agreement portfolios: Umbrella Operating Agreement (UOA) 42 buildings; Independent Living BC (ILBC) Operating Agreement (Parry Place) and the No Operating Agreement (NOA) Portfolio and to recommend allocations of UOA operating surpluses.

BACKGROUND

CRHC was authorized in December 2014 to sign a UOA with BC Housing Management Commission (BCHMC) for a five year term (2015-2019). The UOA consolidated 42 of the existing operating agreements for our Canada Mortgage and Housing Corporation (CMHC), BCHMC and Homes BC properties into one agreement.

In January 2015, the CRHC Board of Directors approved the UOA 2015-2019 Capital Plan and it was subsequently approved by BCHMC for a maximum value of $11 million over the five year period. CRHC is required to update the plan every year for final annual expenditures and any amendments for the remaining plan years.

Under the UOA, the "*CRHC will be free to complete work in accordance with the approved Capital Plan throughout the five year period with no further approval by BC Housing, provided that annual capital expenditures are within 10% of the approved Capital Plan.*"[1]

To be consistent with the UOA timeline, the CRHC Board approved the 2015-2019 Capital Plans for ILBC (Parry Place) and the NOA Portfolio in February 2016.

In August 2016, the CRHC Board of Directors approved the Renewal, Redevelopment and Development Strategy (2016-2021). This was updated in December 2017 through the Operational and Administration process. The Westview Development capital budget and cash flow was last updated in June 2017 and is currently being revised by a quantity surveyor. The CRHC Board of Directors will be provided an updated capital budget and cash flow for Westview in March 2018.

ALTERNATIVES

Alternative 1

1.
   a) Receive the CRHC 2018 updated Umbrella Operating Agreement Five Year Capital Plan 2015-2019;
   b) Authorize staff to implement the Umbrella Operating Agreement 2018 capital plan year;
   c) Approve the 2018 transfer of funds of $1,056,980 from the Umbrella Operating Agreement Portfolio Stabilization Reserve to the Capital Replacement Reserve Fund;
   d) Provisionally approve $1 million equity contribution from Umbrella Operating Agreement Portfolio Stabilization Reserve to the Caledonia Redevelopment Project; and
   e) Provisionally approve $1 million equity contribution from Umbrella Operating Agreement Portfolio Stabilization Reserve to the Michigan Square Redevelopment Project.

[1] BC Housing – Capital Region Housing Umbrella Agreement 2015-2019, p. 2

2.
a) Receive the Independent Living BC (ILBC) Operating Agreement (Parry Place) 2018 updated Five Year Capital Plan 2015-2019; and
b) Authorize staff to implement the ILBC Operating Agreement (Parry Place) 2018 capital plan year.

3.
a) Receive the No Operating Agreement Portfolio 2018 updated Five Year Capital Plan 2015-2019; and
b) Authorize staff to implement the ILBC Operating Agreement (Parry Place) 2018 capital plan year.

Alternative 2

Refer back to staff for revisions.

FINANCIAL IMPLICATIONS

Detailed information for the 2015-2019 Capital Plans and Capital Funding Strategies for the UOA, NOA and ILBC (Parry Place) Portfolios can be found in:

Appendix A: 2018 Updated Capital Plans (2015-2019)
Appendix B: 2018 Updated Capital Funding Strategies (2015-2019)

UOA Capital Plan 2017 Outcomes

For 2017, the approved budget amount for the UOA Capital Plan was $2,622,050. The estimated actual expenditures for 2017 are $2,445,660. The variance is an unspent $175,390 which meets the required +/- 10% variance threshold ($262,205) of the approved 2017 plan.

Annually staff review capital priorities and have reallocated the unspent $210,180 into the remaining 2018-2019 Plan years.

UOA Capital Funding Strategies

In January 2015, the Board approved a funding strategy to ensure there was sufficient revenue available for the 2015-2019 UOA Capital Plan of $11 million. The plan is funded through a replacement reserve contribution of $65 per month per unit. In 2018, an annual contribution of $943,020 will be transferred from the operating budgets to the PRR. In addition, the Board has the option of approving discretionary transfers from prior year accumulated operating surpluses. Combined transfers of $1.7 million were approved for the 2015-2016 budget years.

UOA operating surpluses are deposited annually into the UOA Portfolio Stabilization Reserve (PSR). At the end of 2017, there is an estimated balance of $3,469,560. Prior to the UOA, there were strict guidelines applied by BCHMC regarding allowable expenditures of operating surpluses due to the calculation of the subsidy allocation. The UOA allows CRHC greater latitude regarding expenditures and therefore has increased capacity to determine spending priorities.

Under the UOA these operating surpluses are required to be used in the following order:

a) To fund any operating deficits;
b) To fund the approved five year capital plan;
c) To pay for costs directly relating to a project.
d) In any other way the CRHC chooses to advance the management and development of affordable housing.

Staff are recommending that the Board allocate all UOA surpluses prior to the expiry of the UOA to ensure that the Board can directly control the allocation and that the surplus does not interfere with the negotiations of the UOA renewal for 2020.

In the Long Term Financial Asset Management Plan 2016 (LTFAMP), staff proposed that, effective 2020, the annual contribution to the PRR be increased to match the routine capital spending of $2 million. Staff are recommending early implementation of the 2020 proposal of an annual transfer of $2 million to the PRR, resulting in the PRR fund stabilizing at $4.1 million going into the 2020 UOA renewal negotiations and drafting of the 2020-2025 Capital Plan. A one-time 2018 and 2019 transfer of $1,056,980 would be required from the UOA operating surplus to combine with the $943,020 to achieve $2 million annually. The PRR would have an estimated ending 2019 balance of $4.1 million or $3,406 per unit ($98,052 per building).

The Michigan Square and Caledonia developments were identified in the Renewal, Redevelopment and Development Strategy (2016-2021) and received budget approval in the Administration and Development Services Budget in December 2017. Through discussions with BCHMC, staff have identified that the accumulated operating surpluses can be used to support redevelopments of existing UOA properties. Staff are recommending that $1 million equity contributions be provisionally approved for both the Caledonia and Michigan Square redevelopment projects. BCHMC would need to provide final approval for these allocations. Assuming approval of these equity contributions, the UOA PSR would have an estimated ending 2019 balance of $1.9 million.

Allocation of surpluses to the PRR and to the Michigan Square and Caledonia redevelopment projects aligns with the Board's strategic objectives of ensuring the CRHC Housing stock is adequately maintained and implementing strategy to increase housing for households in core housing need.

ILBC (Parry Place) Capital Plan 2017 Outcomes

The ILBC Capital Plan is funded through an annual replacement reserve (RR) contribution of $16,600 approved by BCHMC. The estimated December 31, 2017 balance of the ILBC RR is $35,095. Staff have updated the Capital Plan based on routine replacement needs identified through annual inspections of unit and building components.

NOA Portfolio Capital Plan 2017 Outcomes

The two NOA buildings (VoG and Vergo) are independent of BCHMC operating agreements. Staff have updated the Capital Plan based on routine replacement needs identified through annual inspections of unit and building components. The plan is funded through a replacement reserve contribution of $65 per month per unit which is consistent with the UOA portfolio. The estimated December 31, 2017 balance of the NOA PRR is $338,420. Note: VoG building envelope condition assessment will be completed in January, 2018 and will provide staff with more relevant costing information for the planned 2018 roof replacement.

CONCLUSION

The UOA Capital Plan 2015-2019 was approved in January 2015 by the CRHC Board of Directors and subsequently by BCHMC. In 2017, capital expenditures were within the required +/-10% variance of 2017 Capital Plan budget year.

The UOA allows CRHC increased capacity to determine spending priorities. Staff are recommending a one-time 2018 and 2019 transfer of $1,056,980 to the PRR and $1 million equity contributions be provisionally approved for both the Caledonia and Michigan Square redevelopment projects.

These allocations are aligned with the CRHC's Board of Directors strategic priorities.

The NOA Portfolio and ILBC – Parry Place Capital Plans 2015-2019 were approved in February 2016 by the CRHC Board of Directors. In 2017, capital expenditures were within the 2017 Capital Plan budgeted amount.

RECOMMENDATIONS

1.
   a) Receive the CRHC 2018 updated Umbrella Operating Agreement Five Year Capital Plan 2015-2019;
   b) Authorize staff to implement the Umbrella Operating Agreement 2018 capital plan year;

c) Approve the 2018 transfer of funds of $1,056,980 from the Umbrella Operating Agreement Portfolio Stabilization Reserve to the Capital Replacement Reserve Fund;
d) Provisionally approve $1 million equity contribution from Umbrella Operating Agreement Portfolio Stabilization Reserve to the Caledonia Redevelopment Project; and
e) Provisionally approve $1 million equity contribution from Umbrella Operating Agreement Portfolio Stabilization Reserve to the Michigan Square Redevelopment Project.

2.
a) Receive the Independent Living BC (ILBC) Operating Agreement (Parry Place) 2018 updated Five Year Capital Plan 2015-2019; and
b) Authorize staff to implement the ILBC Operating Agreement (Parry Place) 2018 capital plan year.

3.
a) Receive the No Operating Agreement Portfolio 2018 updated Five Year Capital Plan 2015-2019; and
b) Authorize staff to implement the ILBC Operating Agreement (Parry Place) 2018 capital plan year.

Christine Culham
Senior Manager
Capital Region Housing Corporation

Kevin Lorette, P. Eng., MBA
General Manager
Planning and Protective Services
Concurrence

Attachments: Appendix A: 2018 Updated Five Year Capital Plans (2015-2019)
Appendix B: 2018 Updated Capital Funding Strategies (2015-2019)

CAPITAL REGION HOUSING CORPORATION **APPENDIX A**

2018 UPDATED FIVE YEAR CAPITAL PLANS (2015-2019)

UOA FIVE YEAR CAPITAL PLAN (2015-2019)	2015 Actuals	2016 Actuals	2017 Plan	2017 Estimated	2018 Plan	2019 Plan	Updated 2015-2019 Plan
Routine Replacement Reserve Expenditures							
Unit Components	1,017,119	963,071	1,179,075	1,128,490	1,129,450	1,126,320	5,364,450
Building Components	908,593	704,275	1,280,345	1,206,840	1,315,200	1,084,230	5,219,138
Mechanical Components	94,928	118,654	162,630	110,330	32,500	60,000	416,412
Total Routine Replacement Reserve Expenditures	**2,020,640**	**1,786,000**	**2,622,050**	**2,445,660**	**2,477,150**	**2,270,550**	**11,000,000**
UOA 2015-2017 (Underspent) Variances included in 2018-2019	**(46,445)**	**(490,390)**	**255,375**	**(176,390)**	**364,950**	**92,900**	**0**

ILBC FIVE YEAR CAPITAL PLAN (2015-2019)	2015 Actuals	2016 Actuals	2017 Plan	2017 Estimated	2018 Plan	2019 Plan	Updated 2015-2019 Plan
Total Routine Replacement Reserve Expenditures	**72,727**	**24,280**	**16,240**	**9,000**	**9,940**	**32,740**	**148,687**

NOA FIVE YEAR CAPITAL PLAN (2015-2019)	2015 Actuals	2016 Actuals	2017 Plan	2017 Estimated	2018 Plan	2019 Plan	Updated 2015-2019 Plan
Total Routine Replacement Reserve Expenditures	**51,160**	**37,930**	**65,860**	**30,240**	**415,820**	**73,160**	**608,310**

Building Envelope Remediation (BER)	2015 Actuals	2016 Actuals	2017 Plan	2017 Estimated	2018 Plan	2019 Plan	Updated 2015-2019 Plan
Heathers: construction Sept, 2016; landscape 2017 (BCHMC approved CIP forgiveable mortgage upto $2M)	181,864	1,019,198	25,000	55,278	0	0	1,256,340
Future BER projects: currently under review	0	0	0	0	0	0	0
Total Building Envelope Remediation Expenditures	**181,864**	**1,019,198**	**25,000**	**55,278**	**0**	**0**	**1,256,340**
Combined Routine Replacement and BER Expenditures	**2,326,391**	**2,867,408**	**2,729,150**	**2,540,178**	**2,902,910**	**2,376,450**	**13,013,337**

Prepared by: CRHC Jan. 15, 2018

CAPITAL REGION HOUSING CORPORATION
2018 UPDATED CAPITAL FUNDING STRATEGIES (2015-2019)

APPENDIX B

UOA CAPITAL FUNDING STRATEGY (2015-2019)

	UOA Portfolio Stabilization (Operating) Reserve	2015	2016	2017	2018	2019	2015-2019 Total
(A)	Beginning Balance	1,531,598	1,080,220	2,035,388	3,469,560	1,731,160	1,531,598
(B)	Annual Building Operating Surplus	948,622	1,255,168	1,434,172	1,283,340	1,000,000	5,921,302
(C)	Reallocation Matured Mortgage P&I Payments	0	0	0	35,240	230,850	266,090
(D)	Future BER mortgage payments	0	0	0	0	0	0
(E)	Discretionary Transfer to Replacement Reserve	(1,400,000)	(300,000)	0	(1,056,980)	(1,056,980)	(3,813,960)
(F)	Equity Contribution to Caledonia Redevelopment	0	0	0	(1,000,000)	0	(1,000,000)
(G)	Equity Contribution to Michigan Redevelopment	0	0	0	(1,000,000)	0	(1,000,000)
(H)	CRHC Commitment to CRD RHFP (max $400,000)	0	0	0	0	delayed to 2022	0
(I)	Estimated Ending Balance	1,080,220	2,035,388	3,469,560	1,731,160	1,905,030	1,905,030

	UOA Capital Replacement Reserve Fund (PRR)	2015	2016	2017	2018	2019	2015-2019 Total
(J)	Beginning Balance	6,183,252	6,578,428	6,141,070	4,719,600	4,316,700	6,183,252
(K)	Annual Transfer from Building Operating Fund	820,691	943,020	943,020	943,020	943,020	4,592,771
(L)	CELP Grant & Fortis Rebate - Kings Boiler	29,397	0	0	0	0	29,397
(M)	Annual Interest Income	165,728	105,622	81,170	74,250	70,811	497,580
(N)	Annual Capital Replacement Expenditures	(2,020,640)	(1,786,000)	(2,445,660)	(2,477,150)	(2,270,550)	(11,000,000)
(O)	Discretionary Transfer from Stabilization Reserve	1,400,000	300,000	0	1,056,980	1,056,980	3,813,960
(P)	Estimated Ending Balance	6,578,428	6,141,070	4,719,600	4,316,700	4,116,960	4,116,960

ILBC - PARRY CAPITAL FUNDING STRATEGY (2015-2019)

	ILBC Portfolio Stabilization (Operating) Reserve	2015	2016	2017	2018	2019	2015-2019 Total
(A)	Beginning Balance - includes prior year adjustments	(5,631)	14,443	21,353	8,830	8,830	(5,631)
(B)	Annual Building Operating Surplus	20,074	6,910	(12,523)	0	0	14,461
(C)	Discretionary Transfer to Replacement Reserve	0	0	0	0	0	0
(D)	Estimated Ending Balance	14,443	21,353	8,830	8,830	8,830	8,830

	ILBC Capital Replacement Reserve Fund (PRR)	2015	2016	2017	2018	2019	2015-2019 Total
(E)	Beginning Balance	88,454	33,646	26,893	35,095	42,487	88,454
(F)	Annual Transfer from Building Operating Fund	16,600	16,932	16,600	16,600	16,600	83,332
(G)	Annual Interest Income	1,319	595	602	733	462	3,710
(H)	Annual Capital Replacement Expenditures	(72,727)	(24,280)	(9,000)	(9,940)	(32,740)	(148,687)
(I)	Discretionary Transfer from Stabilization Reserve	0	0	0	0	0	0
(J)	Estimated Ending Balance	33,646	26,893	35,095	42,487	26,809	26,809

NOA - VILLAGE & VERGO CAPITAL FUNDING STRATEGY (2015-2019)

	NOA Portfolio Stabilization (Operating) Reserve	2015	2016	2017	2018	2019	2015-2019 Total
(A)	Beginning Balance	80,953	79,125	93,156	116,116	58,830	80,953
(B)	Annual Building Operating Surplus	(1,828)	14,031	22,960	9,474	0	44,637
(C)	Discretionary Transfer to Replacement Reserve	0	0	0	(66,760)	0	(66,760)
(D)	Estimated Ending Balance	79,125	93,156	116,116	58,830	58,830	58,830

	NOA Capital Replacement Reserve Fund (PRR)	2015	2016	2017	2018	2019	2015-2019 Total
(E)	Beginning Balance	310,973	308,939	320,934	338,420	31,260	310,973
(F)	Annual Transfer from Building Operating Fund	41,900	41,900	41,900	41,900	41,900	209,500
(G)	Annual Interest Income	7,226	8,025	5,826	0	0	21,077
(H)	Annual Capital Replacement Expenditures	(51,160)	(37,930)	(30,240)	(415,820)	(73,160)	(608,310)
(I)	Discretionary Transfer from Stabilization Reserve	0	0	0	66,760	0	66,760
(J)	Estimated Ending Balance	308,939	320,934	338,420	31,260	0	0

Prepared by: CRHC Jan. 15, 2018

CRHC
The Capital Region's Housing Corporation

REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
MEETING OF JANUARY 23, 2018

SUBJECT **2018 Operational Business Plan**

PURPOSE

For the Capital Region Housing Corporation (CRHC) Board of Directors to approve the CRHC 2018 Operational Business Plan. (Appendix A)

BACKGROUND

The CRHC Board of Directors is responsible for the oversight of the operations of the CRHC. The CRHC Board of Directors guides the long term planning of the CRHC through the development of the Strategic Priorities.

In December 2015, the CRHC Board of Directors approved the CRHC 2016-2019 Strategic Priorities. These goals are measured by Key Performance Indicators (KPI) set by the Board.

ALTERNATIVES

1. Approve the 2018 Operational Business Plan.

2. Refer back to staff.

IMPLICATIONS

The 2016-2019 Strategic Priorities set by the Board of Directors establishes the direction of the CRHC. The goals are then turned into a business plan by CRHC staff that guides their work for the year. Staff will report updates to the CRHC Board on a quarterly basis.

CONCLUSION

CRHC staff has created an operational business plan to act as an organizational tool to guide the work of the CRHC and to meet the strategic priorities and the Board's key performance indicators.

RECOMMENDATION

Approve the 2018 Operational Business Plan.

Christine Culham
Senior Manager
Capital Region Housing Corporation

Kevin Lorette, P.Eng., MBA
General Manager
Planning and Protective Services
Concurrence

Attachment: Appendix A - 2018 CRHC Operational Plans

2018 CRHC Operational Plan: Management

Priority Area	Goals	Objectives	Strategies	Tasks	Key Performance Indicators
Management	***Be a good and responsible landlord to those who rent accommodation with the CRHC***	***Ensure the CRHC is operating efficiently and effectively***	SAP Real Estate and SMP	• Conclude Phase 2	*Annual staff performance planning and evaluation*
				• Complete annual inspections SMP testing • Training for 2019	
				• Map work processes and align with SAP Real Estate	
				• Identification and training of internal Superusers	
			Performance Management	• Complete performance agreements • Carry out monthly coaching	*Annual Board survey*
			Implement Board Survey	• Implement annual Board evaluation • Facilitate Board discussion	
			Board Governance	• Review Board Governance Structure	
		Maintain Financial Sustainability of the CRHC	Long Term Financial and Asset Management Plan (LTFAMP) Update	• Prepare for expiry of Umbrella Operating Agreement (UOA)	*Increase net revenue by 1.5 % annually*
			Average days unit vacant under 30 days	• Ensure unit vacancy average is under 30 days	
			Procurement Processes Alignment	• Develop comprehensive inventory of mechanical equipment	
				• Implement laundry contract • Tenant engagement in singles buildings re: machines • Roll out of new machines	
				• Allocate landscape contract(s) • Hold Tenant Focus Group(s) with Contractor(s) • Implement contract	
				• Tender elevator contract	
		Ensure the CRHC Housing stock is adequately maintained	Capital Planning	• Update capital plan 2018	*Strive to complete one additional building envelope remediation by 2019*
				• Develop capital plan 2019 and 2020-2024	
				• Formalize processes and expectations for Tenant requests	

			Modernization of units	• Develop modernization standards, processes and practices • Incorporate modernization into capital planning, practices and processes for 2019 • Communicate standards, processes and practices to staff	
		Maximize subsidized units	Review tenant eligibility policy	• Determine priority targets for 2018 • Review tenant eligibility policy	*Review tenant eligibility policy in 2016* *Maintain at least 70% rent geared to income in 42 Umbrella Operating agreement properties* *Develop policy and practice guide for redevelopment*
			Ensure current tenants are rehoused adequately throughout renewal/redevelopment processes	• Develop policy and practice guide for current tenants/redevelopment	
		Ensure Tenant satisfaction	Implement Tenant Engagement Framework	• Implement Tenant Satisfaction Survey	*Implement a bi-annual tenant satisfaction survey with an annual improvement in tenant satisfaction index*
				• Develop Customer Services Standards	*Increase activities that foster a more informed tenant population*
				• Develop and distribute Quarterly Tenant Newsletter	
				• Implement staff training to ensure consistency in service delivery and service standards	
				• Increase issue-based tenant engagement	*Increase consultation and collaboration with tenants in decision-making*
				• Consult tenants when updating policies and processes	
				• Increase and sustain community and health service partnerships to support tenants	*Increase engagement with tenants requiring support and referrals for a variety of health and wellness issues*
				• Develop Tenant retention policy	
				• Increase barrier-free programs delivered in communities	*Increase a sense of belonging and connectedness in CRHC communities*
				• Develop Tenant Association/Social Circle Framework	

2018 CRHC Operational Plan: Development

Priority Area	Goals	Objectives	Strategies	Tasks	Key Performance Indicators
Development	***Increase CRHC housing stock to benefit households in core housing need***	***Develop strategy to increase development capacity*** ***Develop priorities to address housing needs***	• Develop long term development and redevelopment strategy	• Parry Place evaluation • Evaluate properties for renewal or redevelopment	*Adopt 5 year strategy in 2016* *Develop 5 year priorities by 2016*
		Implement strategy to increase housing for households in core housing need	• 3816 Carey Rd. – development	• Complete working drawings and apply for building permit • Commence construction • Complete 70% of the foundation and underground parkade construction	*Increase housing stock by at least 30 rent geared to income units by 2019*
			• 161 Drake Rd. - predevelopment	• Amend rezoning application • Explore water supply alternatives to the rezoning requirements	
			• Michigan Square – predevelopment	• Conduct full feasibility analysis of the project • Complete schematic design stage • Prepare studies to submit rezoning/ DP application package • Information session with existing tenants	
			• Caledonia - predevelopment	• Enter into required agreements for the redevelopment of the Caledonia property • Conduct redevelopment due diligence • Conduct in depth project feasibility analysis • Finalize conceptual design • Prepare studies to submit rezoning/ DP application package • Information session with existing tenants	

CRHC
The Capital Region's Housing Corporation

REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
MEETING OF JANUARY 23, 2018

SUBJECT **LeBlond Strata - Strata Council Resolution**

BACKGROUND

LeBlond Place is located in the Selkirk Waterfront development. This building includes 13 family townhouses, 28 apartments for seniors, a four-bedroom group home for persons requiring 24 hour care, underground parking and a commercial office space.

The property was developed in partnership with Jawl Holdings Ltd., and is comprised of three strata lots under the LeBlond Strata. Lot #1 is Capital Region Housing Corporation (CRHC) units and parking and represents 93.7%. Lot #2 is the commercial offices and Lot #3 is the residual parking and is owned by Jawl Holdings.

CRHC is responsible for the management of the strata including maintenance of the common areas and administration. Part of that administrative work includes preparation of the annual operating budget and compliance with the *Strata Property Act*; specifically maintaining a replacement reserve and ensuring that the annual general meeting (AGM) requirements are met. By mutual agreement, the parties have decided to waive holding an AGM, and in its place a resolution (Appendix A) is prepared respecting the business of the AGM. A meeting will be held in February 2018 with all parties to ensure effective coordination of the Strata.

In 2006, the CRHC Board of Directors passed a resolution that deemed to appoint the Senior Manager Regional Housing and the Executive Committee as representatives of Lot #1 to the LeBlond Strata Council after each successive AGM of the LeBlond Strata Council unless the appointments are revoked by resolution of the CRHC Board of Directors.

ALTERNATIVES

1. Direct the Senior Manager Regional Housing and Executive Committee to sign the Resolution of The Owners, Strata Plan VIS 4659.

2. Appoint an alternative representative.

CONCLUSION

CRHC is responsible for the management of the Strata. By mutual agreement, the parties have decided to prepare a resolution in place of an AGM. A meeting will be held in February 2018 with all parties to ensure effective coordination of the Strata.

RECOMMENDATION

Direct the Senior Manager Regional Housing and Executive Committee to sign the Resolution of The Owners, Strata Plan VIS 4659.

Christine Culham
Senior Manager
Capital Region Housing Corporation

Kevin Lorette, P. Eng., MBA
General Manager
Planning and Protective Services
Concurrence

Attachment: Appendix A

RESOLUTION OF THE OWNERS, STRATA PLAN VIS 4659
(the "Strata Corporation")

RESOLVED THAT:

1. The holding of the Annual General Meeting for 2017 be waived.

2. The budget for the Strata Corporation for the year ending December 31, 2017 attached hereto is approved.

3. The following be elected to the Strata Council for the Strata Corporation until the next Annual General Meeting or until their successors are elected or appointed.

COMPANY	STRATA LOT	REPRESENTATIVE
Capital Region Housing Corporation	1	Christine Culham
Jawl Holdings	2	Karen Jawl
Jawl Holdings	3	Karen Jawl

4. The following be elected as Officers for the Strata Council for the Strata Corporation until their successors are elected or appointed:

   Christine Culham – President
   Karen Jawl – Secretary

5. The Annual General Meeting of the Strata Corporation for the year 2017 will be deemed to have been held on the date of these resolutions.

Effective Date: December 31, 2017

Consented To In Writing By:

CAPITAL REGION HOUSING CORPORATION

_____
President – Christine Culham

_____
Director -

_____
Director -

_____
Director -

JAWL HOLDINGS

_____
Secretary - Karen Jawl

CAPITAL REGION HOUSING CORPORATION
LEBLOND COMMON AREA STRATA
2018 BUDGET

ATTACHMENT

					2018 Budget Allocation			
Budget Items	**2017 Budget**	**2017 Estimate**		**2018 Budget**	**JH%**	**Jawl Holdings**	**CRHC %**	**CRHC**
Insurance	17,440	17,416		18,188	7.00%	1,273	93.00%	16,915
Maintenance	6,510	7,010		6,661	9.44%	629	90.56%	6,032
Caretaker (8%)	3,420	3,415		3,502	9.44%	331	90.56%	3,172
Electricity	16,280	17,290		17,294	3.54%	612	96.46%	16,682
Water	33,460	30,600		32,744	15.00%	4,912	85.00%	27,832
Garbage	5,230	6,732		6,547	10.00%	655	90.00%	5,892
Audit/legal	800	0		800	9.44%	76	90.56%	724
Miscellaneous	200	0		200	9.44%	19	90.56%	181
Subtotal	83,340	82,463		85,935		8,506		77,429
Administration	7,501	7,501	9.00%	7,734	9.44%	730	90.56%	7,004
Replacement Reserve	8,334	8,334	10.00%	8,594	9.44%	811	90.56%	7,782
	99,175	98,298		102,264	3.1%	10,048		92,216

Notes:

2018 budget incurred 3.1% inflationary increases.

Prepared by: CRHC November 24, 2017
Printed: 19/01/2018

CRHC
The Capital Region's Housing Corporation

REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS MEETING OF JANUARY 23, 2018

SUBJECT **Landscaping Services Contract #163/18 & 164/18**

PURPOSE

The Capital Region Housing Corporation (CRHC) Delegated Signing Authority requires that all contracts with a value over $200,000 require the approval of the Board of Directors and must be signed by two members of the Executive Committee.

BACKGROUND

On July 25, 2017, the Board recommended that staff:

1. Tender two contracts for 2018, based on Property Management Portfolios, increase service levels as per staff recommendations.

2.
   a) Prior to tendering the landscaping contract, direct staff to engage all tenants through the circulation of a questionnaire, requesting written feedback with concerns and suggestions to improve the landscaping and gardening at their communities. This feedback will inform the scope of work to be included in the contract;

   b) Direct staff that the contract shall provide for some flexibility for staff to direct the contractor to modify methods or scope of work, within the overall limits specified in the contract, to reflect suggestions which may emerge from tenant engagement which staff believe could be followed without harm;

   c) Direct staff to host one meeting with the successful contractors and tenants so that interested tenants can share areas of concern from past service and suggest ideas for improvement; and

   d) Direct staff to be open to opportunities where tenants would like to be more engaged in improving the gardening and landscaping. Opportunities for tenants to be engaged will be incorporated into the tenant engagement pilot project.

Staff have implemented the Board recommendations with the following outcomes:

Tenant Engagement

Staff circulated a survey to tenants in August 2017. Eighty-nine tenants responded to the survey and provided 168 comments. The five most prevalent comments were as follows:

1. Allow landscapers more time.
2. Landscapers are currently doing a good job.
3. Increased pruning of bushes and hedges.
4. Improved garden beds with soil and mulch.
5. Cut back large and dead trees.

There were thirteen comments that included increased participation by tenants through expansion of garden areas for plants and vegetables.

Forty-Four tenants expressed an interest in participating in a focus group with the contractors. Staff will be organizing a meeting with the successful contractor(s) in February 2018 once the contract has been awarded.

Staff have also included some flexibility in the contract through Article 25 – Change in Scope/ Change Order Work and the inclusion of an Additional Work – Unit Price Supplement which will allow for the contractor to modify methods or scope of work, within the overall limits specified in the contract, to reflect suggestions which may emerge from tenant engagement.

Tendering of Contract

Staff tendered two contracts on December 11, 2017, based on Property Management Portfolios. These contracts were developed based on suggestions that arose from the tenant survey, staff input and industry reference standards. Staff completed inspections of all communities and provided recommendations for improvement.

The tender documents included two different levels of service: 'moderate' and 'groomed'. This was done to allow for options of service based on our available budgets.

As defined by the Canadian Landscape Standards 2016:

Moderate maintenance is a generally neat, moderately groomed appearance, with some tolerance for the effects of "wear and tear", moderate traffic and natural processes. This is achieved by routine maintenance of moderate frequency and intensity, with regular monitoring to avoid serious deterioration.

Groomed maintenance is a neat, orderly, groomed appearance but not to a 'near perfect' standard. This is achieved by frequent, regular routine maintenance of a fairly high intensity, with regular monitoring and adjustment to keep high visual quality.

Staff requested pricing for both moderate and groomed to provide alternatives based on standards and cost criteria.

Tender 163/18 received two (2) offers from qualified Landscape Contractors; which were both incumbent contractors from 2013-2017. Contract 163/18 can be found in Appendix A.

Tender 164/18 received five (5) offers from Landscape Contractors, of which four (4) provided complete required information in order to qualify. Contract 164/18 can be found in Appendix B.

ALTERNATIVES

1. Direct two members of the Capital Region Housing Corporation Executive to sign the Landscaping Contracts 163/18 and 164/18 with Island Earth Landscape Services Ltd. for the Groomed Maintenance option for a three year term in the amount of $1,155,678.
2. Direct two members of the Capital Region Housing Corporation Executive to sign the Landscaping Contracts 163/18 and 164/18 with Island Earth Landscape Services Ltd. for the Moderate Maintenance option for a three year term in the amount of $886,554.
3. Refer back to staff.

IMPLICATIONS

The 2018 landscape budget, as approved in December 2017, is $381,132. (Table 1)

Table 1: Landscaping budget

Budget	Amount $
Umbrella Operating Agreement Portfolio	352,952
No Operating Agreement Portfolio	13,422
Parry Place	3,820
Third Parties*	9,938
Total	**381,132**

*Harrison Place & Margaret Lawrence House

The low bidder for 163/18 & 164/18 tenders at both moderate and groomed maintenance levels is Island Earth Landscaping. A summary of bids can be found in Tables 2 and 3. A total cost for both contracts for the three year period for Island Earth Landscape Services Ltd. (Island Earth) for Contracts 163/18 and 164/18 can be found in Table 4.

Table 2: Summary of Bids Tender 163/18

Compliant Bidders	Island Earth	#2
Moderate Maintenance	155,916	245,040
One time-clean-up, moderate	4,568	2,000
Total	**160,484**	**247040**
Groomed Maintenance	202,691	292,920
One-time clean-up, groomed	7,868	8,050
Total	**210,559**	**300,970**

Table 3: Summary of Bids Tender 164/18

Compliant Bidders	Island Earth	#2	#3	#4
Moderate Maintenance	136,392	**191,280**	**198,288**	**205,217**
One time-clean-up, moderate	5,062	3,460	22,532	0
Total	**141,454**	**194,740**	**220,823**	**205,217**
Groomed Maintenance	177,278	230,340	261,198	279,397
One-time clean-up, groomed	7,903	10,925	27,725	7,680
Total	**185,181**	**241,265**	**288,923**	**287,077**

Table 4: Island Earth Costs for three year contract (February 1, 2018 – January 31, 2021)

Maintenance Type	2018 costs ($)*	2019 costs ($)**	2020 costs ($)**	2021 costs ($)***	2018-2021 Total Costs ($)
Moderate	277,578	292,308	292,308	24,360	886,554
Groomed	364,075	379,969	379,969	31,665	1,155,678

*Service from February to December with one-time clean-up
**Service from January to December
***Service for January, as term ends Jan. 31, 2021

Island Earth provided landscape maintenance services under CRHC's Contract 13/152 for the past five years. They had sixteen (16) properties under their care that included properties in Sidney, Royal Oak and as far as Hillside. Their typical maintenance services were reduced to match 13/152's scope of work and therefore were quite helpful when asked for suggestions for areas of improvement to achieve a higher standard when preparing feedback for the CRHC's Board. Island Earth has always run dedicated crews to sites as a way to develop familiarity and relationship with the properties and caretakers.

CONCLUSION

The 2018 landscape budget, as approved in December 2017, is $381,132. Staff believe that groomed maintenance is the maintenance level of service required to achieve the results indicated in the tenant survey and those suggestions offered through staff input in order to "keep high visual quality". The total cost for this option for 2018 is $364,075 which is within the budget that was approved by the Board of Directors in December 2017. Island Earth have provided good service to CRHC for the last five years.

RECOMMENDATION

Direct two members of the Capital Region Housing Corporation Executive to sign the Landscaping Contracts 163/18 and 164/18 with Island Earth Landscape Services Ltd. for the Groomed Maintenance option for a three year term in the amount of $1,155,678.

Christine Culham
Senior Manager
Capital Region Housing Corporation

Kevin Lorette, P.Eng., MBA
General Manager
Planning and Protective Services
Concurrence

Attachment: Appendix A and B

CAPITAL REGION HOUSING CORPORATON
(CRHC)

LANDSCAPE MAINTENANCE SERVICES – PENINSULA 163/18

DECEMBER 2017

PPSS-477438781-1735

CAPITAL REGION HOUSING CORPORATON

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

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CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

INVITATION TO TENDER

Sealed Tenders, plainly marked on the envelope "Tender for **LANDSCAPE MAINTENANCE SERVICES - PENINSULA 163/18**" will be received by the Capital Region Housing Corporation ('CRHC') at their offices at 631 Fisgard Street, Victoria, British Columbia up to **3:00:00 pm** local time on **January 10, 2018** at which time they will be opened in public.

The services to be provided under this Contract generally include the following:

> The supply of all labour, supervision, tools, equipment, vehicles, materials, storage, delivery and all other services required by the Contractor to provide comprehensive Landscape Maintenance Services at multi-family residential sites owned or operated by CRHC, known as the 'PENINSULA Portfolio'. In provision of the Services, the Contractor must meet CRHC's values, deliverables and all other specifications and standards contained or implied herein.

Qualified bidders must employ skilled landscape personnel to complete the work assigned to them, throughout the duration of the work, including the insurance that qualified, informed, competent supervision takes place on the site for the duration of the work. Supervisors must be 'qualified professionals', (if apprentices are used they are to have oversight by Landscape Horticultural journeyman). The bidders must be able to demonstrate satisfactory completion of similar projects in size and scope, must be currently registered with WorkSafeBC and have been in good standing without a violation for a minimum of five (5) years. A representative of each qualified tenderer must attend the entire Mandatory Pre-Tender Site meeting after having completed the sign in sheet circulated on the date & time indicated below.

A **mandatory** pre-tender site meeting will be held at "ROYAL OAK SQUARE", 819 Lodi Avenue, on **Thursday, December 14, 2017** at 9:30 AM. The meeting will commence at the municipal sidewalk on Lodi at the top of the driveway servicing Units #8-18. It will proceed into the site once the attendance is closed, at 9:35 am. The meeting may proceed to another 'PENINSULA' site, if required.

Specifications, Drawings, Contract Documents, and Tender Form will be available for download from the CRD website by registered contractors; and at the Capital Region Housing Corporation, 631Fisgard Street, Victoria, BC on or after December 11, 2017.
Digital copies may also be downloaded from www.crd.bc.ca/about/contracts-rfps/ by registered contractors at no cost. Copies obtained from the Capital Region Housing Corporation, on payment of $25.00 (GST included) for each copy requested, the sum of which is non-refundable. Please call in advance for hard copy pick up. Please bring your copy to the Mandatory Site visit for ease of reference.

The lowest or any tender will not necessarily be accepted.
For information and/or contract enquiries please contact Sharon Grigg at 250-360-3374, sgrigg@crd.bc.ca . Project or Site enquiries to Kristin Kemle (Project Manager) at 250-360-3372, kkemle@crd.bc.ca (cc. sgrigg@crd.bc.ca)

Sharon Grigg
Senior Property Manager
Capital Region Housing Corporation

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

INSTRUCTIONS TO TENDERERS

1.0 CONDITIONS OF TENDERING

1.1 See the "General Conditions", for definitions of the various parties named in this Contract.

1.2 The Tenderer shall, unless specified otherwise, supply all labour, materials, plant, vehicles, equipment and small tools necessary to carry out and complete the work as shown on the Drawings and described in the Specifications forming part of this Contract.

1.3 The Tenderer shall include in the tender sufficient amounts to cover the cost of labour, supervision, materials, equipment and vehicles associated with items not listed in the Schedule of Prices and, Transition Plan Prices but included in the Specifications, either directly or by implication.

1.4 The submission of a tender shall be conclusive evidence that a Tenderer has:

(a) Carefully reviewed and understood all of the provisions of this LUMP SUM Contract;

(b) Ascertained the requirements of all relevant standards, laws and regulations affecting the execution and carrying out of the Contract; and

(c) Thoroughly inspected the sites and its surroundings and satisfied himself as to the form and nature of the sites, the nature of the grounds, the state of public services including access to and from the sites, and the quantities and nature of the labour and materials involved in completion of the work under the Contract.

1.5 A tender may only be withdrawn prior to the scheduled time for the opening of tenders.

1.6 The Owner may in its absolute discretion reject any and all tenders.

1.7 Tenders shall be open for acceptance by the Owner for SIXTY (60) CALENDAR DAYS after tenders have been opened.

1.8 The successful Tenderer will be notified in writing by the Owner of the acceptance of his tender and no other act shall constitute acceptance of a tender.

1.9 The successful Tenderer shall execute the Contract with the Owner within THIRTY (30) CALENDAR DAYS after the date of delivery of written notification of acceptance of the tender.

1.10 The successful Tenderer shall, prior to execution of the Contract, deliver the Insurance Policies to the Owner, together with written confirmation that all premiums are paid in full.

1.11 The Tenderer shall include in his tender provision for payment of all applicable sales taxes, licences and all or any municipal, provincial or federal charges in connection with the Contract and all associated vehicle use and dumping charges where applicable.

1.12 The Tenderer is deemed to have satisfied himself before submitting this tender as to the correctness and sufficiency of the tender and the failure or neglect of a Tenderer to receive or examine any form, instrument, or other document or to acquaint himself with existing conditions shall in no way relieve the Tenderer of his obligations with respect to his tender and to the Contract.

1.13 Any alteration or interpretation of the Contract will be made in the form of a written Addendum which may be issued by the Owner at any time up to FIVE (5) CALENDAR DAYS prior to the tenders being opened.

1.14 Any Addendum issued by the Owner shall be maintained in the offices of the Capital Region Housing Corporation and a copy shall be made available to any Tenderer upon request.

1.15 Tenderers are responsible for ascertaining the existence and contents of any Addendum issued by the Owner.

1.16 All Tenderers shall acknowledge receipt and acceptance of each Addendum issued by signing and dating in the spaces provided and submitting the signed Addendum with the Tender. Any Tender submitted without the signed Addenda may be rejected by the Owner as an incomplete Tender.

1.17 Tenderers who have obtained tender documents from sources other than the Capital Region Housing Corporation at 631Fisgard Street, Victoria, BC or CRD Website, shall register with the Capital Region Housing Corporations' staff listed on the invitation to tender page at the front of this document. By doing so the tenderer will be added to a list to receive any Addendum issued by the Owner.

1.18 Tenders are to be subject to all relevant federal and provincial legislation and other applicable enactments as defined in the *Interpretation Act (BC)*.

1.19 The Owner does not adopt or agree to be bound by any procedures or guidelines recommended, adopted or produced by any construction council or association in the tendering and award of the Contract on this project.

1.20 Local bylaws pertaining to noise, particularly from the use of leaf blowers, lawnmowers &/or vehicles travelling to and from the job site will be strictly enforced.

1.21 This Contract, as well as any resultant studies and documents received, are under the control of the Capital Region Housing Corporation, and as such are subject to the *Freedom of Information and Protection of Privacy Act*. This means that they are subject to requests for access, although items

may qualify for non-disclosure under Section 21 of the Act - "...Release harmful to the business interests of a third party", or one or more of the other sections limiting access rights of requesters.

1.22 The terms used in these documents are non-gender specific and refer to both the feminine and the masculine.

2.0 INSURANCE

2.1 Tenders shall be accompanied by a Clearance Letter indicating that WorkSafeBC is paid and in good standing for a minimum 5 years, as per the qualifications and an Undertaking of Liability Insurance on the form included herein and issued by an insurance company licensed to conduct business in the Province of British Columbia.

2.2 The Undertaking of Liability Insurance shall be for those amounts and types of insurance specified in the General Conditions of the Contract.

3.0 SUBMITTING THE TENDER

3.1 All tenders must be prepared and executed on the forms set out in this document.

3.2 The Tender Form must be completed in full in ink or typewritten.

3.3 The signature of the Tenderer shall be under seal and in his handwriting or if the Tenderer is a corporation the tender shall be executed under its corporate seal.

3.4 In addition to completing the Tender Form of this document, Tenderers must enclose with their tenders, a list indicating the level of training or certification of supervisors to oversee the contract work and the number of employees that will be assigned to this work, a work plan for each site to reflect hours, frequency and number of workers included in the landscape maintenance servicing pricing, and a copy of the proposed transition work plan to support any pricing included in the submission. As well as, copies of the WorkSafeBC Clearance Letter and Undertaking of Liability Insurance that complies with Section 2.1. No tender shall be considered complete unless it includes these items.

3.5 Each tender must be submitted in a sealed envelope bearing on the outside the name and address of the Tenderer and plainly marked "LANDSCAPE MAINTENANCE SERVICES - PENINSULA 163/18." If forwarded by mail the sealed envelope containing the tender must be enclosed within a mailing envelope.

3.6 Tenders submitted by facsimile communication equipment (Fax) will not be considered. Modifications by Fax of tenders already submitted will be considered if received prior to the time set for closing of tenders, at Capital Region Housing Corporation Fax #250-361-4970. Prior to faxing, the Tenderer is to contact the contract lead at Capital Region Housing personally by telephone at 250-360-3374. Tenderers should not show the total tendered amount in a Fax modification.

3.7 Tenders shall be addressed to:

Capital Region Housing Corporation
631 Fisgard Street
Victoria, British Columbia, V8W 1R7

3.8 Tenders shall be delivered to the Capital Region Housing Corporation not later than the time and date stipulated in the "Invitation to Tender" included herein. Tenders not delivered by the stipulated time and date shall be returned unopened to the Tenderer.

3.9 Any request by a Tenderer for an explanation of the contents of this document shall be made in writing and directed to the Contract Lead of the Capital Region Housing Corporation. No request received less than SEVEN (7) CALENDAR DAYS prior to the date fixed for the opening of tenders will be given consideration. If an explanation is deemed necessary by the Owner, an Addendum may be issued pursuant to the terms stated in the "Conditions of Tendering".

4.0 ACCEPTANCE OF TENDER

4.1 Tenders not in the office of the Capital Region Housing Corporation by the time and date stipulated will be returned to the Tenderer unopened.

4.2 Any tender which is incomplete, conditional, obscure or contain erasures, alterations, escalator clauses and irregularities of any kind may be rejected by the Owner as an irregular tender.

4.3 Tenders, in consideration of the Owner considering this tender, shall be open for acceptance by the Owner for SIXTY (60) CALENDAR DAYS after the opening of tenders and may not be withdrawn by the Tenderer during that time. The successful Tenderer will be notified in writing by the Owner of the acceptance of his tender as expeditiously as possible and no other act shall constitute acceptance of a tender.

4.4 The successful Tenderer shall execute a Contract with the Owner within THIRTY (30) CALENDAR DAYS after the date of the written notification of the acceptance of his tender. The form of Contract Agreement shall be as contained herein, with such modifications as are necessary. The Contract Documents shall include any Addenda which may be issued.

4.5 Any Tender which does not include a completed List of Previous Contracts and WorkSafeBC Occupational Health and Safety Violations History form, as provided in the tender documents, may be rejected by the Owner as an incomplete Tender.

4.6 Following the opening of tenders, the Owner may in its discretion require any Tenderer to provide all or part of the following information:

4.6.1 A copy of the most recent financial statements of the Tenderer certified by an independent firm of Chartered Accountants.

4.6.2 Evidence that the Tenderer is a business in good standing in the Province of British Columbia and is capable of performing the Contract.

4.6.3 Names of subcontractors and description of the work to be performed by them, or confirmation that no subcontractor will be involved in this project.

4.6.4 Such additional information as may satisfy the Owner that the Tenderer is capable of fulfilling the Contract.

4.6.5 A copy of all required licences, permits & certificates, if applicable.

4.6.6 Written assurance of sufficient qualified manpower in your employ to satisfactorily fulfil this Contract.

4.6.7 One set of any required Material Safety Data Sheets (MSDS) prior to commencement of work, for review and posting on job site; and

4.6.8 A detailed schedule of work of when the sites will be visited.

4.6.9 Such additional information as may satisfy the Owner that the Tenderer is capable of fulfilling the Contract.

5.0 QUALIFICATIONS AND EVALUATION CRITERIA

5.1 The Tenderer is required to submit details of meeting the minimum qualifications set out in the invitation to tender, his previous experience with the type of work proposed and demonstrate his proven ability to successfully complete the intended works throughout the Term as specified in the Tender Documents. No award will be made to any Tenderer who cannot give satisfactory assurance as to his ability to carry out the works both from his financial rating, and by reason of his employing qualified personnel and previous experience as a Tenderer on work of a similar nature to that contemplated in the Contract.

5.2 The lowest or any tender will not necessarily be accepted. The Owner reserves the right in its absolute discretion to accept the tender which it deems most advantageous and the right to reject any or all tenders, in each case without giving any notice. In no event will the Owner be responsible for the costs of preparation or submission of a tender.

5.3 Tenders which contain qualifying conditions or otherwise fail to conform to these Instructions to Tenderers may be disqualified or rejected. The Owner, however, may at its sole discretion reject or retain for consideration tenders which are non-conforming because they do not contain the content or form required by these Instructions to Tenderers or because they have not complied with the process for submission set out herein.

5.4 Tenderers will be evaluated based on the following criteria:

(a) Qualifications, training, skills and related experience of the Tenderer and personnel to be assigned to this project;
(b) Performance of the Tenderer on similar projects;
(c) Past and present compliance of the Tenderer with all statutes, regulations, and bylaws affecting the Tenderer's work – the Owner will give particular attention to non-compliance violations of WorkSafeBC Occupational Health and Safety Regulations issued to the Tenderer within the last five (5) years;
(d) Lowest price to the Owner of having the work completed in accordance with the Contract Documents;
(e) The conformity of the tender to the requirements set forth in this Instructions to Tenderers; and
(f) The services outlined in the work plan in conformance with the level of service provided for in the Specification.

5.5 The evaluation process will be conducted solely at the discretion of the Owner and the Owner may decide to utilize criteria in the review of tenders other than those set forth above and in particular, the price to carry out the work is not the only or primary criteria which will be utilized by the Owner. The Owner reserves the right to make inquiries regarding any or all Tenderers.

5.6 The Owner reserves the right, at its discretion, to negotiate with any Tenderer that the Owner believes has the most advantageous tender, or with any other Tenderer or Tenderers concurrently. In no event will the Owner be required to offer any modified terms to any other Tenderer prior to entering into a contract with the successful Tenderer and the Owner shall incur no liability to any other Tenderer as a result of such negotiations or modifications.

5.7 Tenderers are advised that after receipt of tenders and prior to award of Contract, Tenderers may be required to provide the Owner with additional information concerning the Tenderer or his tender including, but not limited to, a further breakdown of relevant components of the Total Tendered Amount.

5.8 The Total Tendered Amount used in the evaluation of tenders will be corrected for any arithmetic errors. The unit rates quoted will govern and the extensions will be adjusted if there are any inconsistencies between the two amounts.

5.9 No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender, and by submitting a tender each Tenderer shall be deemed to have agreed that it has no claim.

6.0 PRE-TENDER SITE MEETING - **MANDATORY**

6.1 A **mandatory** pre-tender site meeting will be held at "ROYAL OAK SQUARE", 819 Lodi Avenue, on **Thursday, December 14, 2017** at 9:30 AM. at the municipal sidewalk on Lodi, at the top of the driveway servicing Units #8-18. It will proceed into the site once the attendance is closed, at 9:35 am. The meeting may proceed to another 'PENINSULA' site, if required. Tenders from non-attendees will be rejected by the Owner and returned unopened to the Tenderer.

6.2 The purpose of the site meeting is for a general review of the existing site and proposed work and to respond to questions from Tenderers.

6.3 The site meeting is provided by the Owner for the general convenience of Tenderers and is not intended to be a thorough examination of all existing sites, current landscape and soil conditions. Attendance to the site meeting in no way limits the responsibility of the Tenderers to make their own independent determination of site conditions and any and all other pertinent factors in preparation of this Tender.

6.4 It is suggested that Contractors who are unfamiliar with Housing Corporation complexes arrange for additional site viewings, other than the mandatory site meeting, before tendering by making an appointment with the respective Caretaker.

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

TENDER FORM

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, supervision, vehicles, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for

The PENINSULA PORTFOLIO OPTION 1:
TOTAL ANNUAL TENDERED AMOUNT OF $ 163 711.80 (lawful money of Canada) FOR **'MODERATE'** SERVICE LEVELS. (Carried forward from the Schedule of Prices, pages 10-12)

OR

The PENINSULA PORTFOLIO OPTION 2:
TOTAL ANNUAL TENDERED AMOUNT OF $ 212 325.34 (lawful money of Canada) FOR **'GROOMED'** SERVICE LEVELS. (Carried forward from the Schedule of Prices, pages 10-12)

PLUS, if required or selected by CRHC:
ONE TIME, START OF CONTRACT COSTS TO REACH THE STANDARD SELECTED:
OPTION 1: $ 4567.55 (lawful money of Canada) FOR **'MODERATE'** SERVICE LEVELS (Carried forward from Transition Plan prices, page 13 & 14) & complete within _____ number of days after Notice to Proceed.

OR

OPTION 2: $ 7967.50 (lawful money of Canada) FOR **'GROOMED'** SERVICE LEVELS (Carried forward from Transition Plan prices, page 13 & 14) & complete within 30 number of days after Notice to Proceed.

The undersigned Tenderer hereby agrees that the said Schedule of Prices, Total Annual Tendered Amount include and cover all applicable duties, taxes and handling charges incidental to and forming part of this Contract.

SIGNED D Ross DATED Jan 10 18

NAME OF TENDERER Island Earth Landscape Services Ltd.

CONTACT NAME Deano Ross

ADDRESS 106-1039 Langford Parkway
Victoria B.C.
Postal Code V9B 0A5

TELEPHONE NUMBER 250-819-4620

FAX NUMBER 250-474-0132

E-MAIL ADDRESS deano@islandearthlandscape.ca

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

SCHEDULE OF PRICES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications for a description of the work to be involved in each item.

PROJECT	ADDRESS	CARETAKERS/ PHONE #	OPTION 1: MONTHLY COST FOR 'MODERATE' SERVICE LEVELS	OPTION 2: MONTHLY COST FOR 'GROOMED' SERVICE LEVELS
Arbutus View	2964 Harriet Road (23 Townhouses)	Norm Shaw 250-360-3391	$ 500.00	$ 650.00
Beechwood	3936 Gordon Head Road (23 townhouses, 1 apt bldg.)	Norm Shaw 250-360-3391	$ 700.00	$ 910.00
The Birches	1466 Hillside Avenue (1 apartment building)	Tibor Szabo 250-360-3397	$ 500.00	$ 650.00
The Brambles	750 Miller Avenue (18 townhouses)	Scott Bowlware 250-360-3393	$ 483.00	$ 627.90
Cairns Park	9882 - 7th Street, Sidney (6 townhouses)	John Howe 250-360-3387	$ 483.00	$ 627.90
Campus View	2249 McCoy Road (12 townhouses)	Norm Shaw 250-360-3391	$ 483.00	$ 627.90
Carey Lane	3910 Carey Road (22 townhouses)	Arthur Goss 250-360-3385	$ 570.00	$ 741.00
Carillon Place **	625 Superior Street (15 townhouses)	Mike Chazottes 250-360-3396	$ 483.00	$ 627.90
Colquitz Green	945 Portage Road (20 townhouses)	John Howe 250-360-3387	$ 550.00	$ 715.00

PROJECT	ADDRESS	CARETAKERS/ PHONE #	OPTION 1: MONTHLY COST FOR 'MODERATE' SERVICE LEVELS	OPTION 2: MONTHLY COST FOR 'GROOMED' SERVICE LEVELS
Creekside	4288 Carey Road (24 townhouses)	Scott Bowlware 250-360-3393	$ 650.00	$ 845.00
Greenlea	788 Shawnee Road (21 townhouses)	Scott Bowlware 250-360-3393	$ 560.00	$ 728.00
Grey Oak Square	4021 Saanich Road (24 townhouses)	Arthur Goss 250-360-3385	$ 483.00	$ 627.90
Harrison	1504 Church Street (1 apartment building)	Norm Shaw 250-360-3391	$ 483.00	$ 627.90
Heron Cove	10542 McDonald Park Road, Sidney (24 townhouses)	John Howe 250-360-3387	$ 650.00	$ 845.00
Michigan Square * gardens in inner courtyard of apartment buildings **are included.**	330-336 Michigan Street (2 apt. bldgs., 2 townhouse blocks, 1 Heritage house)	Mike Chazottes 250-360-3396	$ 600.00	$ 780.00
Olympic View ** Two driveways**	4511 Chatterton Way (60 townhouses)	John Howe 250-360-3387	$ 800.00	$ 1040.00
Parkview	825 Lodi Ave (26 townhouses)	Arthur Goss 250-360-3385	$ 550.00	$ 715.00
Pinehurst	617 Battery Street (1 Heritage House & 11 townhouses)	Mike Chazottes 250-360-3396	$ 400.00	$ 520.00
Rosewood	1827 McKenzie Avenue (1 apartment building)	Rob Reid 250-360-3392	$ 483.00	$ 627.90

PROJECT	ADDRESS	CARETAKERS/ PHONE #	OPTION 1: MONTHLY COST FOR 'MODERATE' SERVICE LEVELS	OPTION 2: MONTHLY COST FOR 'GROOMED' SERVICE LEVELS
Royal Oak Square **three driveways. 2 on Lodi, 1 on Craigoway cul-de-sac	819 Lodi Ave (38 townhouses)	Arthur Goss 250-360-3385	$ 483.00	$ 627.90
Swanlea	898 Seven Oaks Road (14 townhouses)	Arthur Goss 250-360-3385	$ 483.00	$ 627.90
Vergo * includes rain gardens and covenant areas	3808 Carey Road (18 townhouses)	Rob Reid 250-360-3392	$ 483.00	$ 627.90
Viewmont	4450 Viewmont Avenue (1 apartment building)	Scott Bowlware 250-360-3393	$ 650.00	$ 845.00
Willowdene	1821 McKenzie Avenue (15 townhouses)	Rob Reid 250-360-3392	$ 483.00	$ 627.90
		MONTHLY SERVICE LEVEL SUBTOTAL:	$ 12993 00 ✓	$ 16890 90 ✓
		PENINSULA PORTFOLIO ANNUAL SUBTOTAL (monthly subtotal x 12)	$ 155 916. ✓	$ 202 690.80 ✓
		GST:	$ 7 795.80 ✓	$ 10134 54 ✓
		PENINSULA PORTFOLIO ANNUAL TENDER TOTAL: Carry these totals forward to page 9 of the Tender form	$ 163 711.80 ✓	$ 212,825.34 ✓

NOTE: (1) CRHC reserves the right to select either Option 1 or Option 2, at its discretion or under direction of its Board of Directors.

Capital region Housing Corporation

2018 Maintenance Schedule for Peninsula Portfolio 163/18

Arbutus View (12)	**Beachwood (14)**	**The Birches (12)**	**The Brambles (10)**
Cairns Park (10)	**Campus View (10)**	**Carey Lane (13)**	**Carillon Place (10)**
Colquitz (12)	**Creekside (14)**	**Greenlea (10)**	**Grey Oaks (10)**
Harrison (10)	**Heron Cove (14)**	**Michigan Sq (13)**	**Olympic V (16)**
Parkview (12)	**Pinehurst (9)**	**Rosewood (10)**	**Royal Oak S (10)**
Swanlea (10)	**Vergo (10)**	**Viewmont (14)**	**Willowdene (10)**

Overseeing Contract 163/18 Deano 250-818-4620 24/7

Operational Manager: Deano Ross 25 plus years of experience. Deano has many years' experience running large projects.

Supervisor: Martin Alphonse has 20 plus years in Lawn Maintenance. Martin has is very Talented and experienced in pruning, plant identification and lawn care.

Assistant Supervisor: Shawn Smith has 20 plus in Lawn Maintenance. Shawn is very talented in Lawn care and pruning.

There will be a total of 6 crew members running 2 x trucks
Leads for Truck # 1 Evan Gallagher plus two labours will be assigned 12 CRD properties
Leads for Truck # 2 Taylor Berry plus two Labours will be assigned 12 CRD properties

The below maintenance schedule for the above the properties are a pretty good gage on how our crews will work on each and every one of your properties. Over the years we have been able to fine tune our maintenance schedules by learning what works best in this part of the world on a daily, weekly and monthly bases. However it could change a little due to the weather as well as gathering feedback from the onsite managers.

2018 Maintenance Schedule for Peninsula Portfolio 163/18
6 person crew running 2 trucks will visit each of the above properties on a weekly bases from March to September and Bi-weekly from October to February. Above you will see approx. monthly hours we will work just below each property.

January

1.) Lime lawns
2.) With each bi-weekly visit we will also blow and pick up garbage, garden waste, leaves etc.
3.) Some winter pruning
4.) Weeding weather permitting
5.) routine pest watch
6.) Prune some shrubs

February

1.) Start pruning
2.) On a bi- weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Storm checks
4.) Weeding weather permitting
5.) routine pest watch
6.) Edging
7.) Prune some shrubs

March

1.) Lime lawns
2.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Storm Check
4.) Weeding
5.) routine pest watch
6.) If weather permitting start mulching
7.) Edging
8.) Prune some shrubs

April Start Weekly Visits

1.) We will start feeding garden beds
2.) Fertilize lawns with a spring Fertilize
3.) weeding
4.) Prune some shrubs
5.) Depending on weather we may start mowing
6.) routine pest watch
7.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
8.) Install mulch if we have not already installed in March

May

1.) Aerate lawns
2.) routine pest watch
3.) Mow, Trim, blow weekly
4.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
5.) Prune any Perennials back and if necessary divide
6.) Weeding
7.) Prune some shrubs

June

1.) Mow, Trim, Blow Weekly
2.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Dead head when necessary
4.) Weeding
5.) Routine pest watch
6.) Prune some shrubs

July

1.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property
2.) Mow, Trim, Blow Weekly
3.) Prune over grown plants
4.) Fertilize the lawns with a slow release Fertilizer
5.) If water is hot for a period of time we will ask to up the watering as well as the lawn crew will raise their lawn mowers
6.) Prune flowering shrubs when blooming is finished
7.) Weeding
8.) Routine pest watch
9.) Prune some shrubs

August

1.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Mow, Trim, Blow weekly
3.) Dead head
4.) Weeding
5.) Routine pest watch
6.) If water is hot for a period of time we will ask to up the watering as well as the lawn crew will raise their lawn mowers
7.) Prune some shrubs

September

1.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Mow, Trim, Blow Weekly
3.) Weeding
4.) Routine pest watch
5.) Prune some shrubs

October

1.) On a Bi-weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Will stop mowing unless the weather is above normal
3.) Apply Dolomite Lime to garden beds
4.) Start raking leaves at each visit
5.) Weeding
6.) Routine pest watch
7.) Prune some shrubs

November

1.) Tidy up Perennials (if there is any)
2.) On a bi-weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Rake up leafs at each visit
4.) Weeding
5.) Routine pest watch
6.) Prune some shrubs

December

1.) On a bi-weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Storm Check
3.) Weeding weather permitting
4.) Routine pest watch
5.) Prune some shrubs

163/18 Peninsula & 164/18 West - Landscape maintenance services tender

Sharon Grigg

Date: January 15 2018

Hi Deano,
Thank you for the additional information as requested.
Regarding the supervisor qualifications I have reviewed the language again and would ask for a bit more clarity in absence of proof of certification.
If you could please confirm if the training was provided by a recognized industry trainer or on-the-job/mentoring only as captured in the summary of previous work experience. Also, please confirm the number of years of direct supervising experience the three individuals.
As this is a 'qualifier' I just want to be sure we have what is required in order to move the offer forward.
Thank you

Sharon

Answer to your questions above.

1.) Proof of Certification for Marty Alphonse and Shawn Smith are as follows. They both have mostly received their certification by the on the job training over the years by supervisors who were Certified.
2.) Marty Alphonse has been a supervisor for 13 years.
3.) Shawn Smith has been a supervisor for 10 years.
4.) Deano Ross has been a supervisor for 21 years.

- Could you confirm if the written annual work plan submitted was for 'moderate' or 'groomed' services? If one or the other, please state the other service level would affect the work plan, if applicable.

1.) **The annual work plan was for moderate service level.**
2.) **If CRD was to choose Groomed service level it would change the work plan by the following**
a.) **The number of hours worked each month at each property for 163/18 and 164/18 would go up by a minimum 30 %. This monthly schedule would stay the same. What makes moderate services different from groomed is the allotment of time spent at each property. The more time Island Earth can spend at each property the more time we have to make the properties pop.**

- as per section 34. Quality Assurance, (b); Please state level of training for each supervisor listed to ensure they are 'qualified professionals' as detailed in this section. (pge 41)

Operational Manager: Deano Ross 25 plus years of experience. Below are just some of the examples of the level of training.

1.) **Landscape design**
2.) **Turf Management**
3.) **Plant ID**
4.) **Hardscape**
5.) **Tree identification**
6.) **Garden ecology and landscape plants**
7.) **Owning and operating several successful companies**
8.) **Landscape Construction**
9.) **Strata, Residential, and commercial Landscape Management**
10.) **Gardening Design**

Supervisor Martin: Alphonse 20 plus years in Lawn Maintenance. Below are just some of the examples of the level of training.

1.) **Native Plant ID**
2.) **Plant ID**
3.) **Tree Identification**
4.) **Pruning and Maintenance of trees**
5.) **Turf Management**
6.) **Tur fertilization**
7.) **Aerating**
8.) **Power raking/De-thatching**
9.) **Moss control**
10.) **Weed control**
11.) **Turf Disease Management**
12.) **Integrated pest control**

Assistant Supervisor: Shawn Smith 20 plus in Lawn Maintenance. Below are just some of the examples of the level of training.

1.) **Turf fertilization**
2.) **Aerating**
3.) **Power raking/De-thatching**
4.) **Moss control**
5.) **Weed control**
6.) **Turf Disease Management**
7.) **Integrated pest control**
8.) **Plant ID**
9.) **Pruning and Maintenance of trees**

Marty and Shawn also have been lucky to be educated under 20 plus years of veterans of garden departments for City of Victoria, City of Saanich, Butchart Gardens, City of Langford, and Island View Nursery.

- please confirm if the supply and distribution of mulch as outlined in the documents is included in the Total Annual Tender amount specified on the Tender Form?

1.) **Yes Mulch is included in both the Moderate and groomed service levels.**

Sharon Grigg

From: Sharon Grigg
Sent: Friday, January 12, 2018 2:45 PM
To: Dean Ross- IslandEarth
Subject: 163/18 Peninsula & 164/18 West - Landscape maintenance services tender

Hello Deano,
Thank you for your submissions for the above noted business opportunities. We are currently reviewing the offers and are requesting some clarification or additional information in order to prepare the information for our board of directors' review and decision at the next board meeting.

Please provide a response to the following items today if possible. If not please have something to me by 9:00am Monday, January 15, 2018. If this time line cannot be met, please advise.

- As per section 3.0 Submitting the Tender, 3.4; the work plan received has a monthly schedule which has cited the size of the crew & frequency varying between biweekly and weekly. Can you confirm if the number in brackets under each building name on the two work plans is the number of hours designated to the specific property? If so, could you confirm if that is per week/per biweekly/per month? Knowing this will help us have a clearer understanding of the offer?

- Could you confirm if the written annual work plan submitted was for 'moderate' or 'groomed' services? If one or the other, please state the other service level would affect the work plan, if applicable.

- As per section 34. Quality Assurance, (b); Please state level of training for each supervisor listed to ensure they are 'qualified professionals' as detailed in this section. (pge 41)

- Please confirm if the supply and distribution of mulch as outlined in the documents is included in the Total Annual Tender amount specified on the Tender Form?

Thank you.

Sharon

Sharon Grigg | Senior Property Manager | Acting Operations Supervisor
Capital Region Housing Corporation
631 Fisgard Street, Victoria, BC V8W 1R7
T: 250.388.6422 | Direct: 250.360.3374
www.crd.bc.ca/crhc

Our Mission is a commitment to the development, management and promotion of affordable housing that is essential for the well-being of the people and communities in the Capital Region.

ONE TIME UNIT PRICES
FOR TRANSITION PLAN WORK AT START OF CONTRACT

PROJECT	ADDRESS	**OPTION 1** – to ACHIEVE STANDARD IF **'MODERATE'** SERVICE LEVELS are selected	**OPTION 2** – to ACHIEVE STANDARD IF **'GROOMED'** SERVICE LEVELS are selected
Arbutus View	2964 Harriet Road (23 Townhouses)	$ 250.00	$ 375.00
Beechwood	3936 Gordon Head Road (23 townhouses, 1 apt bldg.)	$ 350.00	$ 525.00
The Birches	1466 Hillside Avenue (1 apartment building)	$ 125.00	$ 250.00
The Brambles	750 Miller Avenue (18 townhouses)	$ 241.50	$ 362.25
Cairns Park	9882 - 7th Street., Sidney (6 townhouses)	$ 120.75	$ 241.50
Campus View	2249 McCoy Road (12 townhouses)	$ 241.00	$ 362.25
Carey Lane	3910 Carey Road (22 townhouses)	$ 142.50	$ 285.00
Carillon Place **	625 Superior Street (15 townhouses)	$ 241.00	$ 362.25
Colquitz Green	945 Portage Road (20 townhouses)	$ 275.00	$ 412.50

PROJECT	ADDRESS	**OPTION 1** – to ACHIEVE STANDARD IF **'MODERATE'** SERVICE LEVELS are selected	**OPTION 2** – to ACHIEVE STANDARD IF **'GROOMED'** SERVICE LEVELS are selected
Creekside	4288 Carey Road (24 townhouses)	$ 162.50	$ 325.00
Greenlea	788 Shawnee Road (21 townhouses)	$ 140.00	$ 280.00
Grey Oak Square	4021 Saanich Road (24 townhouses)	$ 241.00	$ 362.25
Harrison	1504 Church Street (1 apartment building)	$ 120.75	$ 241.50
Heron Cove	10542 McDonald Park Road, Sidney (24 townhouses)	$ 162.50	$ 325.00
Michigan Square * gardens in inner courtyard of apartment buildings **are included.**	330-336 Michigan Street (2 apt. bldgs., 2 townhouse blocks, 1 Heritage house)	$ 300.00	$ 450.00
Olympic View ** Two driveways**	4511 Chatterton Way (60 townhouses)	$ 400.00	$ 600.00
Parkview	825 Lodi Ave (26 townhouses)	$ 137.50	$ 275.00
Pinehurst	617 Battery Street (1 Heritage House & 11 townhouses)	$ 200.00	$ 300.00
Rosewood	1827 McKenzie Avenue (1 apartment building)	$ 120.75	$ 241.50

PROJECT	ADDRESS	**OPTION 1** – to ACHIEVE STANDARD IF **'MODERATE'** SERVICE LEVELS are selected	**OPTION 2** – to ACHIEVE STANDARD IF **'GROOMED'** SERVICE LEVELS are selected
Royal Oak Square **three driveways. 2 on Lodi, 1 on Craigoway cul-de-sac	819 Lodi Ave (38 townhouses)	$ 120.95	$ 241.50
Swanlea	898 Seven Oaks Road (14 townhouses)	$ 120.95	$ 241.50
Vergo * includes rain gardens and covenant, Garry Oak meadow	3808 Carey Road (18 townhouses)	$ 120.95	$ 241.50
Viewmont	4450 Viewmont Avenue (1 apartment building)	$ 162.00	$ 325.00
Willowdene	1821 McKenzie Avenue (15 townhouses)	$ 120.95	$ 241.50
		4567.55	7867.50 ✓

4617.55

Capital region Housing Corporation

2018 Proposed Transition for Peninsula Portfolio 163/18

Arbutus View	**Beachwood**	**The Birches**	**The Brambles**
Cairns Park	**Campus View**	**Carey Lane**	**Carillon Place**
Colquitz	**Creekside**	**Greenlea**	**Grey Oaks**
Harrison	**Heron Cove**	**Michigan Sq**	**Olympic V**
Parkview	**Pinehurst**	**Rosewood**	**Royal Oak S**
Swanlea	**Vergo**	**Viewmont**	**Willowdene**

Overseeing Proposed Transition for 163/18

Operational Manager Deano 250-818-4620 24/7

163 Transition team will have a separate 3 person crew working each and every day

Island Earth Operational manager will assign a separate crew to oversee the Transition plan. Throughout the transition of this contract, work will continue to be performed by Island Earth Peninsula 163 crews in accordance with the approved project schedule and work breakdown structure in place. The transition management team will ensure that I.E. transition employees work alongside their IE Peninsula 163 crews counterparts; however, I.E. Peninsula 163 Operational manager will maintain all responsibility for tasks and deliverables. At the end of the 30 day transition period, and upon transition approval, I.E. Peninsula 163 Supervisor manager will assume full responsibility for all tasks and deliverables.

Island Earth Peninsula 163 transition team property schedule

Island Earth 163 transition team will visit the above properties making sure each of the follow items will be done to bring the property up to the contracts level of service.

1.) Making sure all properties above are as per the reference standards and regulations in the contract.

For example making sure the following are completed before transition hand over.

1.) Trees, Shrubs and plantings as per contract Heights.
2.) All garden beds have been properly cultivated as per contract
3.) Weeds and invasive plant control for lawns and garden beds be at proper contract levels
4.) Lawn and garden beds areas edged. As well all garden beds leafs removed.
5.) All hard surfaces areas are kept free of leaves, debris etc.

ADDITIONAL WORK – UNIT PRICE SUPPLEMENT

ITEM	DESCRIPTION	RATE
1.0	**LABOR RATES (Excluding G.S.T.)**	
1.1	Supervisor, Qualified Professional	$ 65 / Hr
1.2	Lead Landscaper	$ 55 / Hr
1.3	Labourer	$ 45 / Hr
1.4	Other ~	$ ~ / Hr
2.0	**MATERIAL RATES (Excluding G.S.T.)**	
2.1	Mark-up on Materials; if applicable	15 %
2.2	Mark up on Equipment Rental; if applicable	15 %
3.0	**DISPOSAL RATES (Excluding G.S.T.)**	
3.1	Mark-up on Disposal; if applicable	15 %
4.0	**NOTES:**	
4.1	Unit rates above are not to be included in the Total Lump Sum Amount. Unit rates will be used at the sole discretion of the Housing Corporation to add to or delete from the Specifications, in consultation with the consultant and successful contractor for this project.	
4.2	**If or when unit rates are used during the course of this project, the contractor will be required to quantify the hours and materials,** and the consultant and/or the Housing Corporation will verify prior to performing any additional work.	

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts, other than for CRHC, he has undertaken with work of a nature similar to this proposed Contract. In addition, please attach a list of addresses of current customers, indicating the landscape standard's level of service that would enable representatives of CRHC to observe locations that are currently receiving landscape maintenance services from your company.

It is the intention of the Capital Region Housing Corporation to use the information to assess the experience of the Tenderer in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

LOCATION: 1640 Electra Blvd

CLIENT: Victoria International Air Port

CONTACT NAME: James Boguzej, Ken Gallant, Sherri Brooks

TELEPHONE NUMBER: 250-953 7570

DATE OF WORK: April 12 2012

CONTRACT VALUE: 135,135.00

DESCRIPTION OF WORK: Monthly lawn maintenance, Annual Planting.

James Email jboguszey@yqr.ca

LOCATION: 967 Langford Pkwy

CLIENT: Key Corp.

CONTACT NAME: Duncan Magee

TELEPHONE NUMBER: 250-384 8024

DATE OF WORK: 2008

CONTRACT VALUE: 100,000 plus

DESCRIPTION OF WORK: monthly lawn maintenance, landscaping

LOCATION: 1701 Beach Drive

CLIENT: Glenlynn Norfolk School

CONTACT NAME: Robin Bennitt

TELEPHONE NUMBER: 250-857-0597

DATE OF WORK: 2015

CONTRACT VALUE: 85,000

DESCRIPTION OF WORK: monthly lawn maintenance, Annual Planting

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CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Region Housing Corporation to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document. Please attach a current Clearance Letter, if appropriate.

NO VIOLATIONS IN PAST FIVE (5) YEARS: (X)	SIGNATURE:

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION

WORK SAFE BC
WORKING TO MAKE A DIFFERENCE

Assessment Department
Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Capital Region Housing Corporation
631 Fisgard Street
VICTORIA BC., BC V8W 1R7

January 06, 2018

Person/Business : ISLANDEARTH LANDSCAPE SERVICES LTD
818130 AQ(021)

We confirm that the above-mentioned account is currently **active** and **in good standing**.

This firm has had continuous coverage with us since October 16, 2008 and has satisfied assessment remittance requirements to **January 01, 2018**.

The next payment that will affect this firm's clearance status is due on January 20, 2018.

This information is only provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

Clearance Reference # : C129964261
CLRA1A

Now you can report payroll and pay premiums online.
Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.
To alter this document constitutes fraud.

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

UNDERTAKING OF LIABILITY INSURANCE

TO: CAPITAL REGION HOUSING CORPORATION
631 Fisgard Street,
Victoria, British Columbia
V8W 1R7

We the undersigned (INSERT INSURANCE COMPANY'S NAME)

Interior Savings Insurance Services Inc.

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

Island Earth landscape Services LTd.

in the amount of THREE MILLION DOLLARS ($3,000,000.00) Commercial General Liability Insurance, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to:

(a) Name the Capital Region Housing Corporation as additional insureds;

(b) This policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and

(c) Ensure such policy cannot be cancelled or materially changed without at least THIRTY (30) CALENDAR DAYS written notice to the CAPITAL REGION HOUSING CORPORATION, delivered to the above-noted address.

Signed and sealed at [signature], Province of BC,

this 10 day of Jan, 2018 on behalf of Island Earth landscape by:

)
)
)
)
)
)
)

Dean Ross operational manager.

(NAME AND TITLE)

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2A. INSURED'S FULL NAME AND MAILING ADDRESS
Capital Region Housing Corporation	IslandEarth Landscape Services Ltd.
631 Fisgard St.	106-1039 Langford Parkway, Victoria, BC V9B 0A6
	2B. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS (but only with respect to the operations of the Named Insured)
	Landscaping Maintenance Services - Peninsula Contract 163/18
Victoria BC POSTAL CODE V8W 1R7	

3. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE (M/d/yyyy)	EXPIRY DATE (M/d/yyyy)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OR ☑ OCCURRENCE ☑ PRODUCTS AND / OR COMPLETED OPERATIONS ☐ EMPLOYER'S LIABILITY ☑ CROSS LIABILITY ☑ TENANTS LEGAL LIABILITY ☑ NON-OWNED AUTOMOBILES ☑ HIRED AUTOMOBILES ☐ POLLUTION LIABILITY EXTENSION	Mutual Fire Insurance Company of B.C. - C-B17823	11/18/2017	11/18/2018	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY	$1,000	$6,000,000 $5,000,000 $5,000,000 $5,000,000 $10,000 $300,000
				NON OWNED AUTOMOBILE	$1,000	$2,000,000
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOS ☐ LEASED AUTOMOBILES ** ☐ ☐ ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM (specify) _____				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) ☐ ☐ ☐ ☐						

4. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

5. BROKER'S FULL NAME AND MAILING ADDRESS	6. ADDITIONAL INSURED NAME AND MAILING ADDRESS
Interior Savings Insurance Services Inc.	Capital Region Housing Corporation
678 Bernard Avenue Unit 102	631 Fisgard St.
Kelowna BC POSTAL CODE V1Y 6P3	
BROKER'S CLIENT ID: ISLAN02	Victoria BC POSTAL CODE V8W 1R7

7. CERTIFICATE AUTHORIZATION

SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINT NAME	POSITION HELD	DATE
	Aaron Reynoldson	Producer	January 05, 2018
COMPANY	**EMAIL ADDRESS**	**CONTACT NUMBER**	
Interior Savings Insurance Services Inc.	areynoldson@interiorsavingsinsurance.com	HOME BUSINESS (250) 712-4030	CELL FAX (250) 763-5574

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AJR

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT made this 10 day of Jan in the year 20 18 by and between the CAPITAL REGION HOUSING CORPORATION, herein called "Owner", and , herein called the "Contractor".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

ARTICLE 1.

The Contractor shall:

i) Be and assume the responsibilities of the Prime Contractor as defined in Part 3 of the Workers' Compensation Act of the Province of British Columbia, and note this fact on the Notice of Project submitted to WorkSafeBC, and comply with the provisions and amendments thereto of the Workers' Compensation Act of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional, and municipal laws, regulations, ordinances, codes, policies and procedures.

ii) Provide all necessary materials, labour, supervision, vehicles and equipment and perform all work, and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda numbered 163/18 for the project entitled "LANDSCAPE MAINTENANCE SERVICES - PENINSULA 163/18."

iii) Commence to proceed actively with the work of the Contract within a period of SEVEN (7) CALENDAR DAYS of receipt of the Notice to Proceed.

ARTICLE 2.

The Owner 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.

ARTICLE 3.

The Invitation to Tender, Instructions to Tenderers, executed Tender Form, General Conditions, Specifications, Appendices, Drawings and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

ARTICLE 4.

No implied contract of any kind whatsoever, by or on behalf of the Owner, shall 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 contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner may be founded.

ARTICLE 5.

Subject to Article 3, this Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

ARTICLE 6.

All communication in writing between the parties or between them and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the corporation for whom they are intended as per the following delivery schedule conditions:

i) By hand – on the date of delivery of the communication
ii) By facsimile – ONE (1) CALENDAR DAY following date of the communication
iii) By registered mail – THREE (3) CALENDAR DAYS following date of the communication
iv) By regular mail – SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

The Contractor at 106 - 1039 Langford Parkway
(Address)
250 474 0132
(Fax No.)
deano@islandearthlandscape.ca
(Email)

The Owner at 631 Fisgard Street, Victoria, BC, V8W 1R7
(Address)
250-361-4970
(Fax No.)
crdhousing@crd.bc.ca
(Email)

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above first written.

For Individual or Partnership:

SIGNED, SEALED AND DELIVERED BY

_____ _____

(Contractor – please print) (Signature of Contractor)

_____

(Position)

In the presence of:

Name: _____

Address: _____

Occupation: _____

For Limited Company:

The Corporate Seal of

Island Earth Landscape Services Ltd. (Seal)

(Contractor – please print full name of Company)

Was hereunto affixed in the presence of:

Operations Manager

Authorized Signing Officer and Position (please print)

Signature of Authorized Signing Officer

NOTE:
If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

For Owner (the CAPITAL REGION HOUSING CORPORATION):

_____ _____

Authorized Signing Officer and Position (please print) Authorized Signing Officer and Position (please print)

_____ _____

Signature of Authorized Signing Officer Signature of Authorized Signing Officer

GENERAL CONDITIONS

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

GENERAL CONDITIONS

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CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

GENERAL CONDITIONS

1. GENERAL

This document consists of a number of separate parts which taken together form the whole of the agreement (the "Contract") between the successful Tenderer (the "Contractor") for provision of the labour and materials set out herein and the Capital Region Housing Corporation (the "Owner"). This Contract includes the Instructions to Tenderers, the Tender Form, the Schedule of Prices, Transition Plan Prices, Additional Unit Prices, the Undertaking of Liability Insurance, the Agreement Between Owner and Contractor, the General Conditions, and required supporting documentation, the Contract Work/Transition Plans, the Specifications, and any Addenda which may be issued pursuant to the terms of the Contract.

2. DEFINITIONS

For the purposes of this Contract, the following shall apply:

"Authorized Representative" shall refer to a Consultant or Profession, who is not an employee of CRHC, and is authorized to carry out the work or inspections by the Owner due to their qualifications or expertise in the industry. ie. Landscape Architect or Certified Arborist etc.

"Calendar Days" shall be defined as 24 hours/day, 365 days of the year, inclusive of all statutory holidays.

"Contract Documents" or "Contract" shall mean the entire agreement between the Owner and Contractor and shall include all of those documents set out in the Table of Contents including the agreement between the Owner and Contractor, the general conditions, specifications and drawings, and tender documents as well as any addenda incorporated therein.

"Contractor" shall mean the successful Tenderer and the person who enters into the Agreement with the Owner.

"Insurance Policies" means those policies required pursuant to Section 14 of the General Conditions.

"PROJECT/PROPERTY MANAGER" shall mean the Project or Property Manager of the Capital Region Housing Corporation or the authorized representative as designated to the Contractor at the pre-construction meeting.

"Overhead" means the percentage which the Contractor may add to the price of materials incorporated into the Work as described in Section 24 of the General Conditions and shall include supervision, insurance, office accommodations, clerical and all other expenses incurred by the Contractor in relation to the work.

"Owner" shall mean the CAPITAL REGION HOUSING CORPORATION (CRHC).

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

"Working Days" shall be defined as the normal working hours of the Capital Region Housing Corporation which is five (5) days/week (8:00 a.m. to 5:00 p.m.) and excludes all legal holidays.

In this Contract, a reference to the Capital Region Housing Corporation or the Contractor includes their elected and appointed officers, employees, servants and agents.

3. TERM OF THE CONTRACT

The term of this Contract shall be for a period of THREE (3) YEARS, commencing February ___, 2018 to January 31, 2021.

4. FINAL INSPECTION AND HAND-OVER

Four weeks prior to the completion of the contract, notification must be given to the Corporation in writing, signifying that all the properties have been inspected and meet the standard requirements of the Contract and are ready for a final inspection. At that time CRHC will carry out a final inspection. Where deficiencies are noted, appropriate corrections must be made before final acceptance. General maintenance as specified will be required between final inspection and actual hand-over.

5. RENEWAL OPTION

(a) The Housing Corporation shall, at its discretion, have the right to renew the Contract for one additional TWO (2) year term and any increase in the contract price at the time of renewal shall be negotiated between the Corporation and the Contractor.

(b) Any such renewal shall be exercised not later than sixty (60) days prior to the expiry of the preceding term as set out above in Clause 3.

6. PAYMENT

CRHC has implemented direct deposit payment (EFT) that requires all Contractors to set up direct deposits as the method of receiving payments from CRHC.

(a) Standard payment terms for the first monthly servicing invoice and any time additional work is performed are Net 30 Days from the receipt of invoice for fully completed work, any other payment terms shall require approval from CRHC.

(b) CRHC may coordinate reoccurring Monthly Servicing payments to be deposited on the first business day of the month that the work is to occur in. If implemented the Contract would no longer issue invoices for monthly services. Invoices would still be required for any additional work requested by the Owner or the Property Manager. See Change Order and Payment for details.

(c) CRHC prefers to receive invoicing in pdf format, electronically via CRHCAccountspayable@crd.bc.ca
Each invoice shall contain at a minimum the following:

- CRHC's site name, address
- The required submittal documentation for monthly servicing
- Contract Agreement Reference Number – 163/18
- Date of service
- Date of invoice
- Total amount of invoice before taxes

7. NORMAL HOURS OF WORK

The normal hours of work shall be a maximum of eight (8) hours per day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. No work shall be done at other times or on legal holidays except to carry out such work as is necessary for the proper care and protection of the work already performed, or in case of emergency, or in special cases that the Contractor has requested in writing and the Project/Property Manager has approved in writing. Inspection or site personnel will be provided by the Owner between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. If the Contractor elects to work outside these hours he must first make arrangements to do so in writing with the Project/Property Manager (email accepted). The additional cost (if any) of personnel by the Owner outside the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday shall be refunded by the Contractor to the Owner.

The work must be carried out on an established schedule which is communicated to the Owner. If that schedule changes the Contractor is to contact the Owner and provide an update at least seven (7) business days in advance of the change being in effect.

8. EXISTING UTILITIES

The Contractor shall locate all existing utilities and service connections and shall preserve and protect them from damage. Measurements and locations of utilities and structures, shown on any Drawings, are compiled from the most reliable data available, but are not guaranteed to be accurate and complete. All such measurements, locations and any plans and descriptions, verbal or otherwise, are intended only as an aid to the Contractor.

The Contractor is to use existing 'House' utilities only as designated by the Owners site staff. At no time is the Contractor to use electrical or water facilities that are located within a designated space for exclusive use by one or more of the tenants. Discuss available utilities with the Owner prior to bidding, if a concern.

9. LOSS OR DAMAGE

The Contractor will be solely responsible for all loss or damage to material and equipment at the job site. If any loss or damage occurs, the Contractor shall report it to the Owner, verbally or in writing, without delay. The Contractor shall immediately make good any such loss or damage at his own expense that is associated with the work or in relation to it and or caused by their staff.

10. NOISE

As these are residential communities, the Contractor shall not cause or permit excessive noise on the properties during the entire length of time required to carry out the work. Without limiting the foregoing, the Contractor shall at all times strictly comply with any applicable bylaws relating to or regulating noise.

11. REGULATIONS AND PERMITS

(a) The Contractor shall execute the work in a lawful manner, and shall pay any and all fees payable to any public body or officer or to any person in respect of the fulfilment of the work.

(b) The Contractor shall conform to all requirements and regulations of all public bodies having jurisdiction.

(c) The Contractor shall be in good standing with the Workers' Compensation Board and produce documentation to this effect prior to commencement of work.

12. PUBLIC SAFETY

(a) The Contractor shall provide sufficient barricades, safety guards and traffic controls to effectively warn and protect the public from any danger resulting from the work being done.

(b) No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, or in such a manner that it creates a hazard to the public at the end of each day's work or at other times when construction operations are suspended.

13. WARRANTY

The Contractor shall guarantee to maintain the work against any defects arising from faulty installation, faulty materials supplied under the Contract or faulty workmanship which may appear within one (1) year of the Notice of Substantial Completion.

The Contractor shall make all repairs or replacements necessary by reason of defects in materials or workmanship supplied, installed or carried out under this Contract, and bear the cost of any damage to other works resulting from such defects, which become known prior to one (1) year after Notice of Substantial Completion.

14. INDEMNITY AND RELEASE BY CONTRACTOR

(a) The Contractor shall indemnify, release and save harmless the Owner and its Directors, Officers, Employees, Consultants, Successors and Assigns (collectively the "Indemnities") from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every kind brought or recovered against any of the Indemnities at any time by reason of any act or omission of the Contractor, his subcontractors, agents or employees arising out of the entering of the Contract or the carrying out of the work, whether on lands owned by the Owner and whether or not arising from statutory liability.

(b) The Contractor shall compensate CRHC for any loss of, or damage to, the Corporation's or tenants' premises or property, arising out of the performance or non-performance of the Work whether or not such loss arises from causes beyond his control.

15. INSURANCE

(a) The Contractor shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the Owner with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

i) Commercial General Liability Insurance

- The Contractor shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed or non-owned vehicle and attached equipment operations; and
- this insurance shall be an all risk, occurrence based policy with a THREE MILLION DOLLAR ($3,000,000.00) minimum limit on an occurrence basis; and
- the Owner shall be named as an additional insured; and
- this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and
- all such polices shall provide that no cancellation or material alteration in the policy shall become effective until THIRTY (30) CALENDAR DAYS after written notice of such cancellation, or alteration has been given to the Owner; and
- the Contractor shall provide the Owner with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

ii) Automobile Insurance

The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) per occurrence in respect of all vehicles owned, non-owned and / or operated by the Contractor in connection with this agreement.

iii) Property Insurance

- If applicable, the Contractor agrees to provide all risk property insurance in a form acceptable to the Owner inclusive of fire, theft and flooding, in respect of the Contractor's personal property and all machinery, equipment, property, and improvements owned or installed by the Contractor on the License Area; and
- this policy shall contain a waiver of subrogation clause in the favour of the Owner.

(b) The Contractor shall require that each of his Sub-contractors provide evidence of comparable insurance in the name of the Sub-contractor to that set forth under this schedule.

(c) Any deductible amounts in the foregoing insurance which are payable by the policy holder shall be in an amount acceptable to the Owner.

(d) Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.

(e) The Owner may take out and maintain the insurance required by this agreement at the cost of the Contractor if the Contractor is in default under this Agreement.

16. WORKERS' COMPENSATION

The Contractor shall ensure that the work is carried out in conformity with the *Workers' Compensation Act*, as amended, as regards employee coverage and benefits and safety regulations.

17. RELEASE OF PROJECT/PROPERTY MANAGER

Approval by the Project/Property Manager or authorized representative of any drawing, specification or method of work proposed by the Contractor shall be made without any assumption of risk or liability by the Owner and its Board, Employees and Consultants (collectively the "Indemnities") and the Contractor shall release and indemnify the Indemnities from and against any claim arising out of any loss or damage suffered by the Contractor in reliance on such approval.

18. OWNER'S RIGHT TO CORRECT DEFICIENCIES

(a) Upon failure of the Contractor to perform the Work in accordance with this Agreement, and after one (1) week notice to the Contractor, or without notice if any emergency or danger to the Work, the environment or public exists, CRHC may, without prejudice to any other remedy he may have, correct such deficiencies. The cost of work performed by the owner in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

(b) CRHC may decrease the amount of the monthly payment when, in his opinion, the Contractor has failed to execute any part of the Work in accordance with the terms of the Contract. Such a decrease in a payment will constitute a decrease in the contract amount. No decrease in payment will be made without notification in writing, to the Contractor, which notification shall state the reasons for any reduction.

19. COMPLETION BY CAPITAL REGION HOUSING CORPORATION

Upon breach by the Contractor of any term or condition of this Contract, or should the Contractor become insolvent or commit any act of bankruptcy the Owner may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the Work or any part thereof and the Owner shall not be liable for any loss which the Contractor may sustain as a result.

20. DISPUTES

If any dispute arises between the Owner and the Contractor as to their rights and obligations under this Contract, either of them may give to the other written notice of such dispute and may request arbitration thereof. The parties may agree to submit the matter in dispute to arbitration and such arbitration shall be carried out in accordance with the provisions of the *Commercial Arbitration Act (BC)* as amended.

21. TERMINATION OF CONTRACT BY OWNER

This Contract may be terminated upon the occurrence of any of the following:

a) Where CRHC no longer manages or owns the site;

b) Where the Contractor, despite second written notice thereof, persists in rendering services unacceptable to CRHC, or fails to abide by the terms and conditions of this Contract; or

c) Where the Contractor becomes insolvent, is declared bankrupt, or commits an act of bankruptcy.

By reasonable notice addressed to the Contractor at their last address, CRHC may terminate a contract effective the day put forth in the notice. If such day is not the last day of a contract month, payment for such Contract will be apportioned.

22. NOTICES

All communication in writing between the parties or between the Contractor and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the corporation for whom they are intended as per the following delivery schedule conditions:

(a) By hand – on the date of delivery of the communication
(b) By email – ONE (1) CALENDAR DAY following date of the communication or upon the date of the electronic receipt; whichever is shortest.
(c) By facsimile – ONE (1) CALENDAR DAY following date of the communication
(d) By registered mail – THREE (3) CALENDAR DAYS following date of the communication
(e) By regular mail – SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

23. COMPLIANCE WITH LAW AND FEES

The Contractor shall comply with all applicable statutes, regulations, by-laws and orders made pursuant to law and shall be responsible for payment of all taxes, licence and permit fees applicable to the Contract. Local bylaws pertaining to noise, particularly from vehicles travelling to and from the job site, will be strictly enforced.

24. WAIVER

No waiver of the terms and conditions of this Contract by the Owner shall be valid unless in writing and executed by the parties to the Contract.

25. CHANGE IN SCOPE/ CHANGE ORDER WORK

The Project/Property Manager may, in writing by change order request additional work, or materials, or things, not covered by the Contract, to be done or provided, or the whole or any portion of the works to be dispensed with, or any changes to service levels or frequency to be made which he may deem expedient, in or in respect of the works hereby contracted for, or the plans or dimensions, character, quantity, quality, description, location, or position of the works, or any portion or portions thereof, or in any products or things connected therewith, or used or intended to be used therein, or any other thing connected with the works, whether or not the effect of such orders is to increase or diminish the work to be done, or the products or things to be provided, or the cost of doing or providing the same, and the Project/Property Manager may specify the time or times within which such order shall be complied with.

26. PAYMENT FOR CHANGE ORDER WORK

Payment or credit for any alterations made pursuant to a change order shall be by unit prices or combinations of unit prices listed in the Tender Form, or by a unit rate or lump sum acceptable to the parties, or if the amount of payment cannot be agreed upon prior to the beginning of the work, payment will be made for documented costs of:

(a) The actual cost of the material incorporated into the work as evidenced by invoice, plus ten percent (10%) overhead;

(b) The actual cost of labour and equipment to perform the extra work at hourly rates agreeable to all parties. The hourly rates shall include a maximum of ten percent (10%) overhead and five percent (5%) profit;

(c) The cost of small tools, superintendence, clerical work, workers compensation, holiday pay, unemployment insurance, pension payments and all other expenses shall be included in the hourly rates;

(d) Rental of equipment will be paid for at the going rate for similar equipment in the Victoria area;

(e) Any other cost to the Contractor as authorized in writing by the Project/Property Manager; and

(f) Payment for work described in the change order will be paid at similar rates as described in the Schedule of Prices, Transition Plan Prices and/or Additional Unit Prices.

27. EFFECT OF CHANGE ORDER WORK

No compensation shall be allowed to the Contractor for any loss of anticipated profits resulting from the issuance of written instructions to perform work described in the change order and shall not constitute a claim for an extension of time to the Contract, unless predetermined at the time of its approval.

28. GOODS AND SERVICES TAX (GST)

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

29. PATENT FEES

The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract and shall indemnify and hold the Owner forever harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or alleged infringement of a patent by the Contractor.

30. SAFETY REQUIREMENTS

By agreeing to be the designated Prime Contractor, the Contractor agrees to the following:

The Contractor is the Prime Contractor as defined in Part 3 of the *Workers' Compensation Act* of the Province of British Columbia and shall note this fact on any Notice of Project submitted to WorkSafeBC.

Notwithstanding the above, the Owner may from time to time assign the responsibilities of Prime Contractor to another contractor in writing. When a contractor has been assigned the obligations of Prime Contractor, the contractor will become the Prime Contractor and will be required to comply with all of the regulatory requirements for Prime Contractor. Compensation for performing the requirements of Prime Contractor will only be considered when the Owner did not previously disclose these obligations.

The Contractor shall comply with the provisions and amendments thereto of the *Workers' Compensation Act* of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional and municipal laws, Owner's policies and procedures, ordinances, codes and regulations. Where any of these are in conflict the more stringent shall be followed.

The Contractor is responsible to assess the scope of work, project site and surrounding environment and determine if hazards exist.

The Contractor is responsible for all functions related to the coordination of the health and safety activities at the job site in accordance with the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation and the amendments thereto. This requirement shall apply during the Contract period and not be limited to normal working hours. The Contractor will ensure that their staff does not work alone at any CRHC site, at any time.

Throughout the duration of the project the Contractor will ensure that all workers on site are complying with *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation. This will include periodic inspections of the workplace and follow through with documentation of actions taken.

The Contractor will post at the site the name of the qualified Workplace Safety Coordinator, a site drawing showing the boundaries of the Prime Contractor's area of responsibility, with project layout, first aid location, emergency transportation provisions and the evacuation marshalling points.

The Contractor will ensure a copy of the site-specific safety program, written procedures designed to protect the health and safety of workers at the site and the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation are available on site.

The Contractor will ensure that the person who is appointed as the Workplace Safety Coordinator is qualified, by reason of a combination of training, education and experience to perform the required duties effectively.

When conditions or activities on the site affect the workers of more than one employer, or where there are overlapping or adjoining work activities by two or more employers, the Contractor will ensure that the Workplace Safety Coordinator coordinates the occupational health and safety activities at the site.

The Contractor will alert all workers to all reasonably foreseeable hazards to which they are likely to be exposed.

The Contractor will hold meetings as often as necessary with the other contractors on the site to discuss hazards, overlapping work, scheduling, work sequencing and the controls that are in place to reduce the risk to workers.

The Contractor will also hold weekly "tailgate" meetings with all workers to alert them to the sequence of work and the hazards being created by the work. Accidents and near misses will be discussed as well as the procedures in place to reduce the risk to workers.

The Workplace Safety Coordinator will conduct weekly safety inspections to ensure all contractors are meeting their contractual obligations and not allowing unsafe conditions to develop.

In an emergency affecting the safety of life, or of the works, or of adjoining property, the Contractor, without the necessity of authorization from the Project/Property Manager, shall act in a responsible manner to prevent loss or injury.

The Contractor shall satisfy the Project/Property Manager that a jobsite specific construction safety program has been developed in accordance with the WorkSafeBC Occupational Health and Safety Regulation, and safe work practices and procedures of WorkSafeBC, and shall incorporate all of the Owner's site requirements and restrictions.

The Contractor shall provide the Project/Property Manager, prior to commencement of the work, the Material Safety Data Sheets and site specific precautions for the application of all controlled chemical products including any products that require local or general ventilation control.

The Contractor shall, without further order, provide and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, signal lights and traffic control persons as are necessary to ensure the safety of the public and those engaged in the work. All work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic and access to commercial and other private property and the Contractor shall, without further order, provide and maintain at all times during the progress or suspension of work, signs as are necessary to advise the public of access to commercial property.

Where work requiring the use of cranes or large equipment is to be carried out and the limits of approach to power lines could be violated, the Contractor shall prepare and submit to the Project/Property Manager, prior to starting the work, a detailed written work procedure prepared in consultation with the site foreman and superintendent.

Work in confined spaces will be performed in accordance with the WorkSafeBC Occupational Health and Safety Regulation. Prior to commencement of work, the Contractor shall submit a copy of their confined space entry program including written confirmation of training and instruction of confined space personnel.

Any notice of violation issued to the Contractor, Sub-contractor, other worksite employer or worker by the Workers' Compensation Board for non-compliance of WorkSafeBC Occupational Health and Safety Regulations shall be considered a breach of Contract and may result in termination or suspension of the Contract and/or any other actions deemed appropriate, all at the discretion of the Owner.

In all cases, the Contractor shall provide the means of summoning first aid services to their respective places of work. If the Contractor is permitted to work outside the normal working hours, the provision of first aid services shall be the responsibility of the Contractor and must conform to the first aid section of the WorkSafeBC Occupational Health and Safety Regulation for high risk workplaces.

THE SPECIFICATIONS

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

SPECIFICATIONS

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CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

SPECIFICATIONS

31. GENERAL

The purpose of this Tender is to select a qualified, capable and reliable Landscape Contractor to supply all labour, supervision, materials, plant, equipment, storage, vehicles, delivery and all other services required by the Contractor to maintain the landscaping at CRHC's multi-family residential locations known as the 'PENINSULA' Portfolio. The list of locations may change occasionally through amendment or a contract resulted from this opportunity.

The Canadian Landscape Standards will provide guidance to the full service landscaping which will be applied to the entire site, including planted areas, grassed areas, planters, sidewalks, parking areas, boulevards, at fencing but excluding enclosed tenant front and/or rear lawns and tenant flower beds at townhouse sites except for those areas specified in **Section 44. Execution (i) i) f), page 47**.

(a) BACKGROUND

The CRHC develops, manages and promotes affordable housing for low and moderate income families, seniors and persons living with disabilities. As Landlords and as members of various communities, we value being good neighbours, maintaining curb appeal at our sites, providing satisfaction to our tenants and caring for plant health while protecting our investments (plantings, trees, buildings and fixtures). Therefore CRHC would like to work with a Landscape Contractor who can provide full services to meet the demands of the varied site sizes, their geographical locations and recognize these properties as the homes of our tenants. This includes respecting their varied interest in participating in gardening which can change from time to time due to aging, mobility &/or tenancy changes.

(b) LOCATION OF THE WORK:

Currently the PENINSULA Portfolio contains 26 properties located throughout the Capital Regional District, on Vancouver Island; of those 24 receive landscape maintenance services. These properties contain a mix of seniors' apartment buildings and family townhouse sites, with construction or renovation dates ranging from 1983 to 2008. Many of the older sites have quite mature landscape, some have more wooded or natural areas containing Garry Oaks and exposed bedrock, Vergo has raingardens and a covenant area, Garry oak meadow. One has garden beds in the courtyard of the two apartment buildings which are included. (Michigan) Tenant gardening is very active at some sites and can include raised garden beds at apartment buildings, potted plantings or designated garden areas.

'PENINSULA' Property Manager: Kristin Kemle 250-360-3372

Property Locations arranged in a drive order list: For contact details see the Schedule of Prices, pg. 10

1. HERON COVE - 10542 McDonald Park Rd., Sidney
2. CAIRNS PARK - 9882 Seventh Street, Sidney
3. OLYMPIC VIEW - 4511 Chatterton Way
4. VIEWMONT GARDENS - 4450 Viewmont Avenue
5. GREENLEA - 788 Shawnee Road
6. BRAMBLES - 750 Miller Avenue
7. CREEKSIDE - 4288 Carey Road
8. PARKVIEW - 825 Lodi Avenue

9. ROYAL OAK SQUARE - 819 Lodi Avenue (3 driveways)
10. CAREY LANE - 3910 Carey Road
11. VERGO - 3808 Carey Road
12. SWANLEA - 898 Sevenoaks Road
13. GREY OAK SQUARE - 4021 Saanich Road
14. WILLOWDENE - 1821 McKenzie Avenue
15. ROSEWOOD - 1827 McKenzie Avenue
16. BEECHWOOD - 3936 Gordon Head Road
17. CAMPUS VIEW - 2249 McCoy Road
18. HARRISON PLACE - 1504 Church Avenue
19. BIRCHES - 1466 Hillside Avenue
20. PINEHURST - 617 Battery Street
21. CARILLON PLACE - 625 Superior Street
22. MICHIGAN SQUARE - 330-336 Michigan Street
23. ARBUTUS VIEW - 2964 Harriet Road
24. COLQUITZ GREEN - 945 Portage Road

(b) STAFF & CHARACTER OF WORKERS:

i) Any supervisor or worker employed by the Contractor or subcontractor who, in the opinion of the Property Manager, does not perform his/her work in a skilful, respectful manner shall, at the written request of the Property Manager, be removed from the site of the work immediately and shall not be employed again in any portion of the work without the approval of the Property Manager.

ii) All workers are to be tactful and courteous in dealing with the public and Tenants

iii) **Smoking is not permitted on any of the properties owned or managed by CRHC.**

(c) PROTECTION:

i) The Contractor shall adequately protect from damage, all existing horticultural and non-horticultural elements of CRHC, their tenants, and all adjacent neighbours during the course of the maintenance work. This includes but is not limited to – trees, shrubs, perennials, annuals, soils and water bodies, site services, curbs, paving, structures/finishes/fence posts, windows, sprinkler heads, hose bibs, parked vehicles, furniture, toys, bikes etc. When damage does occur, it shall be documented and reported immediately to the site caretaker &/or Property Manager, verbally or in writing.

The Contractor shall be responsible for and shall make good any damage whatsoever to CRHC and/or tenant or neighbouring property resulting from any act or omission of the Contractor and/or the Contractor's agents or employees, in the performance of this work. If any damage is not made good satisfactorily, Capital Region Housing Corporation will rectify the damage(s) and deduct the costs from the payment to the Contractor.

ii) The Contractor will carefully relocate and then restore tenant belongings to original locations the same day when mowing or working in tenant yards. Items in the way will not be reason for work not being completed. Communication with the site caretaker will allow for communication and cooperation with the tenants.

iii) All equipment and supplies shall be securely stored and locked when not in use to prevent access to the balconies, roofs or through windows by other parties than the Contractor.

iv) The Contractor is to take appropriate measures to ensure that no spillage of fuels, toxic materials, or other toxic wastes occur. Ensure that containment facilities and clean up equipment or supplies are available and utilized onsite where and when they are required. This is to include the protection of waterways and storm drains as required by the CRD or Municipal Storm Water & Watercourse Protection By-Laws.

v) Toxic or waste materials, fuels, fertilizers and other materials shall be disposed of in accordance with municipal, provincial and federal regulations and in a manner acceptable to the Owner.

(d) CLEAN UP

i) The contractor shall be responsible on the same day of each visit for the removal or off-site disposal of all debris, leaves, tarps, equipment, etc. generated by maintenance work.

ii) Raking of leaves, branches, general litter, etcetera, and the cleaning up of the entire grounds are part of the general grounds maintenance. Blowing or otherwise disposing of said debris on adjacent properties, sidewalks or roadways is not permitted. All debris, lawn cutting, leaves, etc., generated by maintenance work shall be removed from the site on the same day the work is completed. Caution to be taken when blowing around the front doors of tenant units so as not to blow grit and debris under the weather stop.

32. SCOPE OF WORK

(a) The Work includes, but is not necessarily limited to the following:

i) To plan, schedule and carry out the maintenance of the landscaping on all areas of each site as outlined, to the agreed upon appearance and maintenance standards as specified in this agreement.

ii) To respond to seasonal and environmental conditions to ensure optimal health of all horticultural elements. Ex. Fertilizer programs, liming etc.

iii) To maintain accurate maintenance logs of all work carried out on each site and to make that log available to the Owner, upon request.

iv) To maintain clear communication with the Owner at all times and to agree to meet with the Owner/Tenant Representative(s)/Authorized Representative at predetermined times throughout the Term of this Contract to ensure that any changes, adjustments and/or requests can be understood, considered &/or implemented.

v) To provide clear, complete and timely reports, at predetermined intervals, as set out by this Agreement.

vi) To ensure sites are ready for final sign off and handover at the end of the Agreement.

(b) The Contractor shall provide all permits, materials, equipment, supervision and labour necessary to execute the contract.

33. REFERENCE STANDARDS AND REGULATIONS

(a) Canadian Landscape Standard (2016)

(b) BC Integrated Pest Management Act

(c) BC Plant Protection Act

(d) Field Guide to Noxious Weeds and Other Selected Invasive Plants of British Columbia, Ministry of Agriculture and Lands.

(e) CRISP – Capital Region Invasive Species Partnership

(f) CRD &/or the Municipal Storm Water & Watercourse Protection By-Law

34. QUALITY ASSURANCE

(a) The Contractor shall maintain a qualified landscape crew throughout the duration of the work, including the insurance that qualified, informed, competent supervision takes place on the site for the duration of the work.

(b) Qualified landscape personnel shall be skilled (training, experience or combination of both) to complete the work assigned to them. Supervisors shall be 'qualified professionals'; demonstrating expertise at supervising landscape projects & crews. Qualified Professionals includes training or recognized certification, such as Diploma or Certificate in Horticulture, Landscape Horticultural Journeyperson with a Certificate of Qualification by the Industry Training Authority of BC, Certified Horticulturalist (CLH, CLP, CHT) or an ISA certified Arborist.

(c) All work, including maintenance work, shall be carried out to the requirements of the contract specification and cited standards.

(d) The Contractor agrees to exercise good public relations in exercising his/her authority under this Agreement.

35. QUERIES

(a) Site or Works queries shall be directed to:
Ms. Kristin Kemle, Property Manager, Facilities and Maintenance
Phone: (250) 360-3372
Email: kkemle@crd.bc.ca

(b) All Contractual queries shall be directed to:
Ms. Sharon Grigg, Senior Property Manager - Procurement & Asset Services
Capital Region Housing Corporation
Phone: (250) 360-3374
Fax: (250) 361-4970
Email: sgrigg@crd.bc.ca

36. INSPECTIONS

Regular inspections will be made by CRHC or its Authorized Representative, who will decide whether or not the Work is satisfactory. Upon receiving written notice of the deficiencies the contractor has 5 working days to remedy the deficiency or CRHC will exercise their rights under (18.) Owners' Right to Correct Deficiencies. From time to time, the Owner may request the Contractor to accompany them on these inspections.

37. PROJECT DELIVERY AND STORAGE

(a) Delivery, storage and handling of materials and equipment are the responsibility of the Contractor. All waste materials are to be removed daily, become the property of the Contractor and must be disposed of in conformance with Municipal, Provincial, Federal and WorkSafeBC requirements. Use of Housing Corporation receptacles on site by the Contractor is not permitted. The Contractor shall not unreasonably

encumber the site with materials or equipment. Contractor and their staff are to maintain a safe worksite and ensure the safety of persons at or near the worksite while performing work.

(b) Products shall be delivered to the job site in the original, unopened containers bearing the Manufacturer's name, product designation, batch number and applicable precaution labels. Store so as to prevent damage in a cool dry environment. Submit MSDS documentation to the Property Manager prior to delivery to Housing Corporation property. Only materials used on this project are to be stored on site.

(c) Make good all damage to this place of storage and its surrounding upon completion.

38. PRE-COMMENCEMENT CONFERENCE

(a) Tenant engagement is a value of the Capital Region Housing Corporation. The Owner will convene a meeting with the Contractor prior to the commencing of the work. Attendance of the Contractor, including supervisors, the Owner and identified tenants will be required. The meeting will be convened so that the tenants can share areas of concern to them and suggest ideas for improvement. At this same time, review conditions, procedures, schedules and coordination with related work.

(b) Commencement of the work or any part thereof constitutes acceptance of existing conditions and means dimensions, elevations and utilities have been considered, verified &/or identified and are acceptable to proceed.

39. SCHEDULING

(a) The Contractor shall organize the operations schedule to ensure that the details of the specifications and standards are carried out to the requirements of the maintenance schedule/work plan.

(b) The Contractor will provide the Owner with a schedule outlining which sites will be visited on which day of the week, indicating frequency to ensure the level of service agreed to under this Agreement is to be met. The Contractor will communicate changes in schedule with the site caretaker on the same day they are to occur, if they will be missed or moved; in the event the caretaker intended to meet the crew on site. If the site schedule is permanently adjusted, a new schedule is to be provided to the Property Manager in writing, as early as possible so as to communicate clearly the change of schedule.

(c) Scheduling of work shall be organized to ensure optimum environmental protection for the work being undertaken.

(d) The work schedule is to be coordinated with the Owner's schedule and the scheduling of other projects or trades on-site to ensure clear communication. (Fertilizing times, Pruning, Exterior Painting, Fencing Work etc)

40. REPORTING AND DOCUMENTATION

(a) At each maintenance visit, the Contractor's personnel should record in a logbook the operations carried out, damage to horticultural and non-horticultural elements, materials use, and any conditions that require attention or monitoring. The site maintenance logs are to be available to the Owner upon request.

(b) Where conditions require immediate attention they shall be reported to the Owner/PENINSULA Portfolio Property Manager immediately. This includes dangerous or potentially dangerous situations that the Contractor becomes aware of.

(c) Deterioration of any element of the site shall be documented and reported as observed. Damage to property site elements or the environment shall be documented and reported, and should be promptly and completely repaired if attributed to the Contractors actions, knowingly or unknowingly.

(d) The Contractor should inspect and record the site conditions regularly, adjusting maintenance operations to suit the observed conditions.

41. SAMPLING, TESTING AND CERTIFICATION

(a) Testing of growing mediums shall occur prior to formulating a fertilizer program at the start of the contract, to determine exact fertilizer and lime requirements. It shall occur again at the start of the second term, if the renewal option is exercised.

(b) Testing of growing medium outside of the times mentioned in 42.(a) is to be conducted with the approval of the Property Manager only. It is to be used for diagnostic purposes or understanding problems that are encountered. Costs for sampling outside of the initial term requirements are to follow the change order process; Section 25.

(c) A recognized testing laboratory, using standard methods shall conduct growing medium testing. Test results should be expressed in consistent form, units and format. Preferred soil testing to be completed by Pacific Soil Analysis Inc., #5-11720 Voyager Way, Richmond, BC V6X 3G9, Phone: 604-273-8226. Use of a different testing facility will require written approval of the Owner in advance of the testing.

42. INSECT PESTS, DISEASE, INVASIVE AND NOXIOUS PLANT CONTROL

(a) Inspections for growth of invasive and noxious plants should be ongoing with frequent/regular maintenance clearing being completed, if they appear.

(b) The Contractor will use the principles of Integrated Pest Management (IPM), Plant Health Care (PHC) and CRISP – Capital Region Invasive Species Partnerships when controlling insect pests, disease, and invasive and noxious plants. All control methods employed shall be limited to those allowed by provincial and municipal bylaw and regulation.

(b) Horticultural elements or areas impacted by such as these, are to be reported to the Property Manager immediately, if regular maintenance clearing is not addressing the control. The Contractor is to indicate the nature of the problem, the proposed solution/response and any additional costs, if required. No reactive work other than clearing is to be carried out without prior communication &/or approval of the Property Manager.

43. MATERIALS, EQUIPMENT AND SUPPLIES

The Contractor shall supply all labour, material, tools, and equipment necessary to execute the Work satisfactorily, including but not limited to; mowers, hand tools, power tools, hoses, sprinklers, disposal bags, fertilizer, spreaders, wheel barrow, ladders, step ladders, etc. All equipment and products shall be as per the manufacturer's recommendations taking into account the need to protect all horticultural and non-horticultural elements of the site.

(a) All products and materials used in the term of this contract shall meet all requirements of the Canadian Landscape Standard and or the Specification of where they are being utilized or applied.

(b) All equipment shall be suited to the work at hand and shall be clean, maintained in good condition and well-adjusted and accurately calibrated. Safety devices and guards shall be in place and functioning at all times.

(c) All equipment shall be cleaned between sites to prevent the spread of plant disease and invasive or noxious weed seeds or reproductive parts. Cleaning of hand tools, pruning or cutting tools is required between each plant if disease is suspected or probable.

44. EXECUTION

(a) MAINTENANCE, GENERAL
Landscape maintenance services to keep all areas free of debris, litter, weeds and dead plant materials will be applied to the entire site, including planted areas, grassed areas, planters (internal and external), sidewalks, parking areas, boulevards, at fencing but excluding enclosed tenant front and/or rear lawns and tenant flower beds at townhouse sites except for those areas specified in **Section 44 Execution (i) i) f), page 47**.

i) Appearance Standards – The general appearance standard will be such that curb appeal at our sites is maintained to the selected maintenance level, which will be confirmed at the commencement of the Term. See applicable Canadian Landscape Standard Table T-14.3 Level 3 "moderate" or Table T-14.2 Level 2 "groomed".
ii) Maintenance Level – Procedures and frequencies will be determined by Table T-14.17 or Table T-14.16.

(b) WATER AND IRRIGATION

i) Landscape Contractor is responsible for verifying the location of all underground irrigation and services to minimize risk of damage during the delivery of the services.
ii) The Landscape Contractor is to report any signs of under watering, overwatering or pooling that could indicate that an adjustment is required in the system or that there is a leak.
iii) At sites where underground sprinkler systems exist, the Owner will work with a qualified irrigation sprinkler contractor to start the system up in the spring, ensure that it is maintained in good repair and winterize the system by mid-autumn.
iv) If the Landscape Contractor plants new plantings, they will be required to ensure watering is maintained when the underground system is not available or does not function in that area for a minimum of 2 years to ensure establishment and good health is maintained.

(c) FERTILIZING

i) Testing results should be reviewed prior to formulating a fertilizer program.
ii) See Table T-14.17 or Table T-14.16, depending on selected level to determine frequency.
iii) Fertilizers should only be applied to provide plants with nutrients necessary to obtain a desired healthy rate of growth and quality of plant where nutrients are not naturally available in the growing medium. Then applied prior to the period when plant nutrient requirements are at their highest.
iv) Each application shall be at the rate specified by the manufacturer.
v) Submit a lawn fertilizing schedule, provide the product name and MSDS sheets to CRHC, two weeks in advance of applying any such products.

(d) CULTIVATING

i) Table T-14.17 or Table T-14.16, depending on selected level to determine frequency.
ii) Cultivation of soil should be carried out as necessary in ornamental and display beds to reduce invasive plant growth, to improve air and water penetration and improve the appearance of the planting area.
iii) Depth of cultivation is vary each time it is performed and is determined by the type of growing medium and plant materials and should be done without causing damage to the roots of desirable plants.

(e) MULCHING

i) Mulching should be done for the health of the beds to reduce compaction, improve water retention, discourage the growth of weeds and invasive plantings, help maintain soil temperatures and improve the finished appearance. Therefore it should not be applied too early in the spring before the ground has warmed up.
ii) Mulching material type is to be an organic mulch - 'composted bark'. This bark shall be reasonably free of invasive and noxious plant material or their reproductive parts, all soil, stones, roots or other extraneous matter.
iii) Mulching is to be applied to planting beds once within the first year of the first term of the contract. It is to be applied once within the first year of the second term, if a renewal term is selected.
iv) Recommended depth of mulch is to 5 cm (2in), being mindful of size of planting and to be kept at 3" minimum below stucco and wood wall finishes. Periodically the mulch is to be raked to ensure its intended depth and uniformity is maintained. If renewal option is selected, existing mulch to be hand-raked to remove surface debris and new mulch applied to a total mulch depth of 5 cm (2 in).
v) Attention is required to ensure that mulch is 10 cm (4in) away from tree trunks and 5 cm (2in) away from the base of the shrubs.

(f) WEEDS AND INVASIVE PLANT CONTROL

i) Definitions for 'weed', 'invasive plant' and 'noxious weeds' are found in Section 13.3.7 of the Canadian Landscape Standard. Table T-14.12 Weed control standards, outlines the appropriate control standards for the maintenance level selected. The Landscape Contractor is to reference those tables when determining the approach to weed control on the sites.
ii) For further details regarding invasive plant control and noxious weeds can be found in Section 43 of this document.
iii) Weed control on lawns: No herbicide applications will be required or permitted on the lawns.

iv) Mechanical control of vegetation, to be used on sidewalk expansion joints, pavement cracks and building perimeter line, including fences and walls. Resulting weeds must be removed from site. Chemical removal is only permitted when mechanical removal is not practical and demonstrated satisfactorily to CRHC. Prior approval for chemical treatment must be obtained by CRHC. Current approved product is EcoClear.

(g) TREES

i) Edge trees and shrubs that are surrounded by grass to a size appropriate to suit trees and shrubs and keep weed-free. Mechanical edge to contain mulch.

ii) Opportunistic growth at base of tree or in other locations is to be removed prior to its establishment.

iii) Tree stabilization that is no longer required is to be removed under direction of the Property Manager.

(h) PRUNING – TREES, SHRUBS AND PLANTINGS

i) Pruning should be such that plant parts are removed to maintain or improve plant structure and to improve plant health or function of the plant in the landscape and under the supervision of, a qualified profession.

ii) Pruning (including tenants exclusive use yards) is to be carried out in accordance to the maintenance level selected to maintain the appearance standard.

iii) Pruning is to be done at the appropriate time of year for each plant species and location, using tools that are appropriate for the job intended being in a well maintained, sharp and clean condition. (Section 44).

iv) Pruning is to occur to ensure that all required clearances from buildings, fixtures, signage, windows, walkways and driveways is maintained, at all times, throughout the year.

v) Deciduous trees, ornamental trees and flowering trees to be hand pruned only to remove dead, damaged or diseased branches and to direct growth and to correct structural weaknesses. Acceptable practises are to be applied to preserve the natural character and structure of the plant while reducing intrusion upon use areas (vehicular and pedestrian traffic areas, to maintain growth no closer than edge of walkway and rear side of curbing to 8' vertically from all other manmade structures maintain a minimum clearance of 12" horizontally to 8' vertically). Branches that may be of a safety concern to tenants and landscaping staff may be removed by the contractor after an approved request to Corporation Staff.

vi) Broadleaf evergreens, coniferous evergreens and deciduous shrubs to be hand pruned to only to remove dead, damaged or diseased branches and to direct growth and to correct structural weaknesses, to contain size in order to reduce or minimize intrusion upon use areas. Shearing is only permitted for trees that have historically been sheared because of intrusion into use areas (pedestrian traffic and vehicular drives (traffic)). Branches that may be of a safety concern to tenants and landscaping staff may be removed by the contractor after an approved request to Corporation staff.

vii) Hedges are to be sheared to shape and be kept a minimum of 12" from all buildings, structures, and all fences. No free standing hedge shall exceed 8' in height. No hedge, shrub etc. shall obstruct unit or apartment windows and no shrub, hedge etc. shall exceed fence cap height except as directed by Corporation staff.

viii) No extras will be considered for trees, shrubs and plantings that are not maintained to these height and clearance standards and then are claimed as over the height to be addressed within this contract. When heights exceed these amounts and a specialized response is required, the landscape contractor will share in the cost to reduce the tree, shrub or planting to the specified level.

ix) All invasive climbers, including, but not limited to ivy, morning glory etc. climbing up trunks and branches of trees, buildings, fences etc. are to be removed. Invasive vegetation is to be removed regularly.

(i) LAWNS AND GRASS AREAS

i) Mowing & Trimming: Select equipment that is appropriate to achieve the appearance standard requested. Mowing is to include municipal boulevards.

a) See Table T-14.13 for mowing heights and frequency to achieve the maintenance level selected.

b) Mowing should be performed as necessary to avoid removing more than one third of the grass blade length at any one time. Cutting heights can be adjusted for seasonal changes to rejuvenate the grass.

c) Rake leaves and dead vegetation and remove debris before mowing.

d) Clippings should not be removed at each mowing unless they interfere with healthy growth. Excess clippings though are to be removed from the lawn the same day as cutting occurs. All grass clippings are to be removed from sidewalks and driveways, and removed from property, same day work is completed.

e) All lawn edges which come in contact with planting beds, trees, sidewalks, buildings, curbs, parking lots, asphalt, signs, fences, posts, etc., and around all permanent sprinkler heads must be edged (vertical) and trimmed (horizontal) with hand shears or power trimmer-edger the same day of lawn cutting. Weed eaters or similar equipment are not to be used around shrubs or trees less than 12" in diameter at the trunk. Avoid contact damage at with non-horticultural elements. Report damage when it occurs, as required.

f) Lawn Care, including edging and trimming is to include yard spaces with an access to the yard of 4' or greater. Those accesses less than 4' in width are considered enclosed and will not be included in the work.
The exception to this are the buildings **Birches, Harrison Place, Viewmont Gardens & Rosewood** where full lawn care is required in all areas regardless of restricted access or not, as well as the following specific modified access units with restricted (under 4ft) access: **Brambles Unit #1, Swanlea Unit #5, & Willowdene Unit #3.**

ii) See Table T-14.14 for frequency and timing for lawn fertilizing requirements, dependant on level of service selected.

iii) Lime during the first 2 months of the year; January or February to be clear of the application of lawn fertilizers.

iv) Apply a single application of agricultural ground limestone at the rate of 25 pounds per 1,000 square feet of lawn in a uniform manner; or as indicated through the soil testing.

v) Aerating should be done to improve the health of the lawns using a corer that removes cores of soil to at least 7.5 – 10 cm (3-4 in.) depth, and at maximum of 12.5cm (5 in.) on centre spacing and after the lawn is reduced in height.

vi) Areas that the soil compression has reduced the health of the grass and lawn, and they cannot be corrected by a season of fertilizer and aeration, then a plan may be designed to remediate or rejuvenate these areas in coordination with the Owner. In such cases, a written proposal and corresponding costs is to be forwarded to the Property Manager for consideration.

(j) PLANTED AREAS, BEDS AND GARDEN AREAS (Includes rain gardens)

i) General cleaning, weeding, cultivating and mulching is part of the garden bed care.

ii) This includes internal courtyard spaces such as at Michigan Square's apartment buildings and Vergo's rain gardens; one at back of the site behind unit#18 and the other behind the mailbox. The Landscape Contractor is responsible to service these areas in the same manner as required under the appearance and maintenance level standards. At Vergo, special attention is to be given to removing any sediments that accumulate, to check for erosion at the inlet and to remove any blocking of outlets.

iii) Edging is to include grass around all planted beds, sidewalks, including Municipal sidewalks that encompasses the whole site, also along all concrete curbs and driveways is required. Edging of plant beds is to lower the bed soil to accommodate the containment of mulch.

iv) The Landscape Contractor is not responsible to plant annuals, bulbs or seasonal bedding plants.

v) From time to time the Landscape Contractor may be asked to allow tenants to plant in common area beds that are part of the maintenance services. When that occurs, the Contractor is to take additional care if tending in those gardens. When this reduction occurs, CRHC may make up the difference by requesting the Contractor to remove composting associated with those gardens in exchange for the reduced services. If the gardens are then transferred back into the care of the Landscape Contractor no claim for extras will be considered.

(k) VERGO'S COVENANT AREA – upper and lower areas of Garry Oaks and native grasses (North on site in back of Unit 10)

Upper Area:

i) Remove invasive species by digging, hand pulling and ongoing depletion of root reserves.

ii) Cut crowns of Broom and Blackberries below grade and cover stumps with mulch to emulate shade; continue cutting every two weeks during growing season.

Lower Area:

iii) Remove invasive species and seed with Native Grass Seed mix, rough mow once or twice per year.

(l) HARD SURFACE AREAS

i) Hard surface areas include driveways, parking areas, walkways, stairways, municipal sidewalks, building entries, adjoining the property curb-gutters and storm drains. All hard surface areas shall be kept free of leaves, branches and windfall which has been shed from trees and shrubs, monthly from January 15 to August 31 and with increased frequency to weekly visits from September 1 to January 14.

(m) FALL/WINTER PREPARATION

i) Rake and assemble leaves from all areas of the site, arranging their removal on the same day they are gathered. This will include leaves from the caretaker or tenants that have been left in piles at the end of yard enclosures or at various locations around the site.

ii) Clean our flower beds and planters. Where remnants of annuals cannot be removed without damaging root of shrubs, etc. they are to be dug into the soil, otherwise, removed from the site.

45. EXISTING LANDSCAPE CONDITION AND PROPOSED TRANSITION PLAN

CRHC is requesting that the Landscape Contractor visit each of our properties included in the schedule of pricing and provide quotes for servicing at a 'moderate' serving level and a 'groomed' servicing level.

If at the time of inspection, if in the Contractor's view, the current maintenance and appearance level of the sites does not meet the intended maintain level, then he should prepare a work plan and an estimate of costs to bring it to that standard so that maintenance can be provided.
Please include the estimate of costs on the 'One Time Prices for Transition Plan work at Start of Contract' pg. 13.
If no amount is submitted at the time of the tender, no consideration will be made for a later claim; it will be assumed that the cost to achieve the standard is included in the cost of the Schedule of Prices.

THE DRAWINGS

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
ARBUTUS VIEW 2964 Harriet Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
BEECHWOOD PARK 3936 Gordon Head Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
BIRCHES 1466 Hillside Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
BRAMBLES 750 Miller Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

DRAWINGS – AERIAL SITE MAP

CAIRNS PARK 9882-7TH Street, Sidney

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
CAMPUS VIEW 2249 McCoy Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
CAREY LANE 3910 Carey Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
CARILLON PLACE 625 Superior Street

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

DRAWINGS – AERIAL SITE MAP

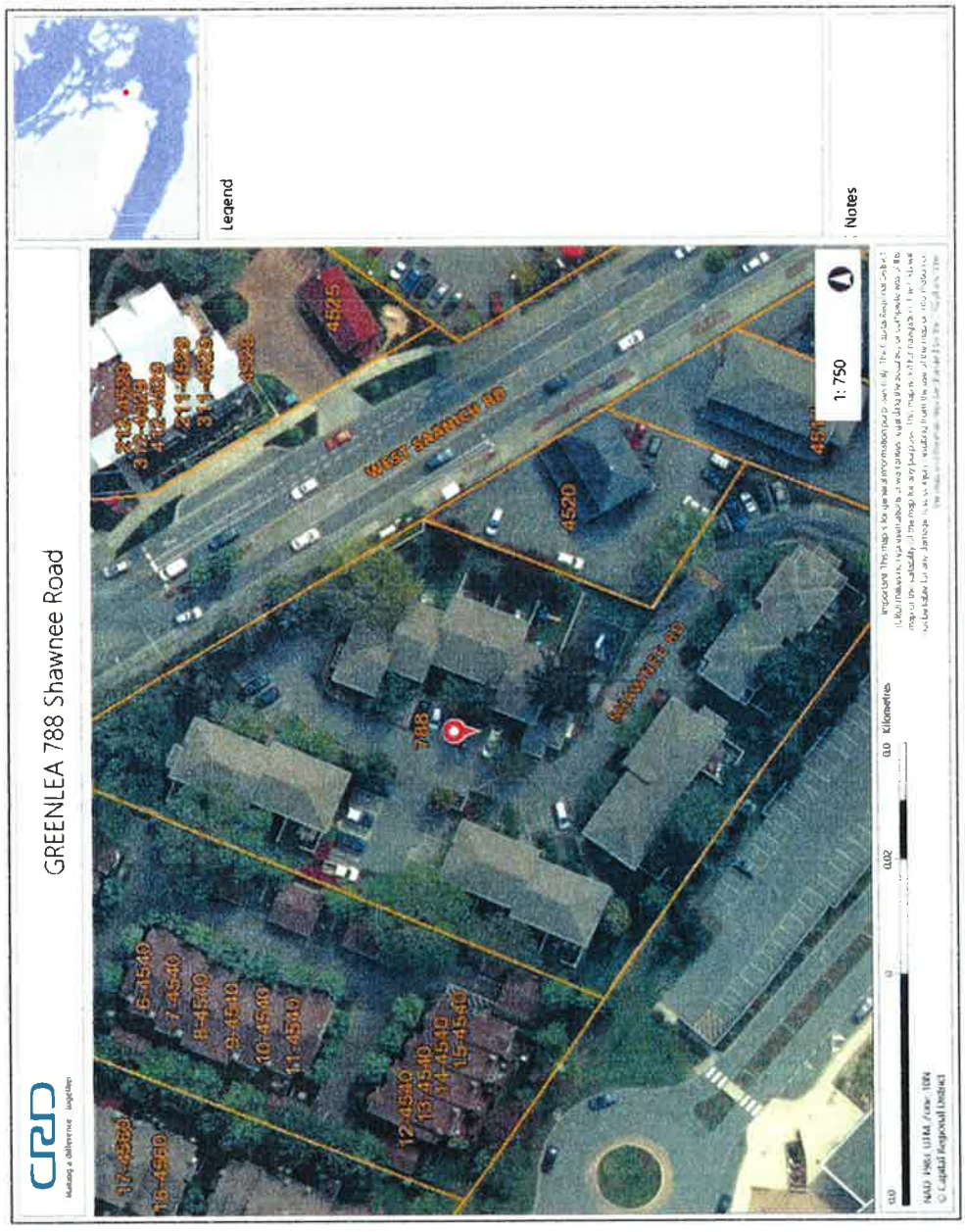
COLQUITZ GREEN 945 Portage Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
CREEKSIDE 4288 Carey Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
GREENLEA 788 Shawnee Road



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

DRAWINGS – AERIAL SITE MAP

GREY OAK SQUARE 4021 Saanich Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

DRAWINGS – AERIAL SITE MAP

HARRISON PLACE 1504 Church Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

DRAWINGS – AERIAL SITE MAP

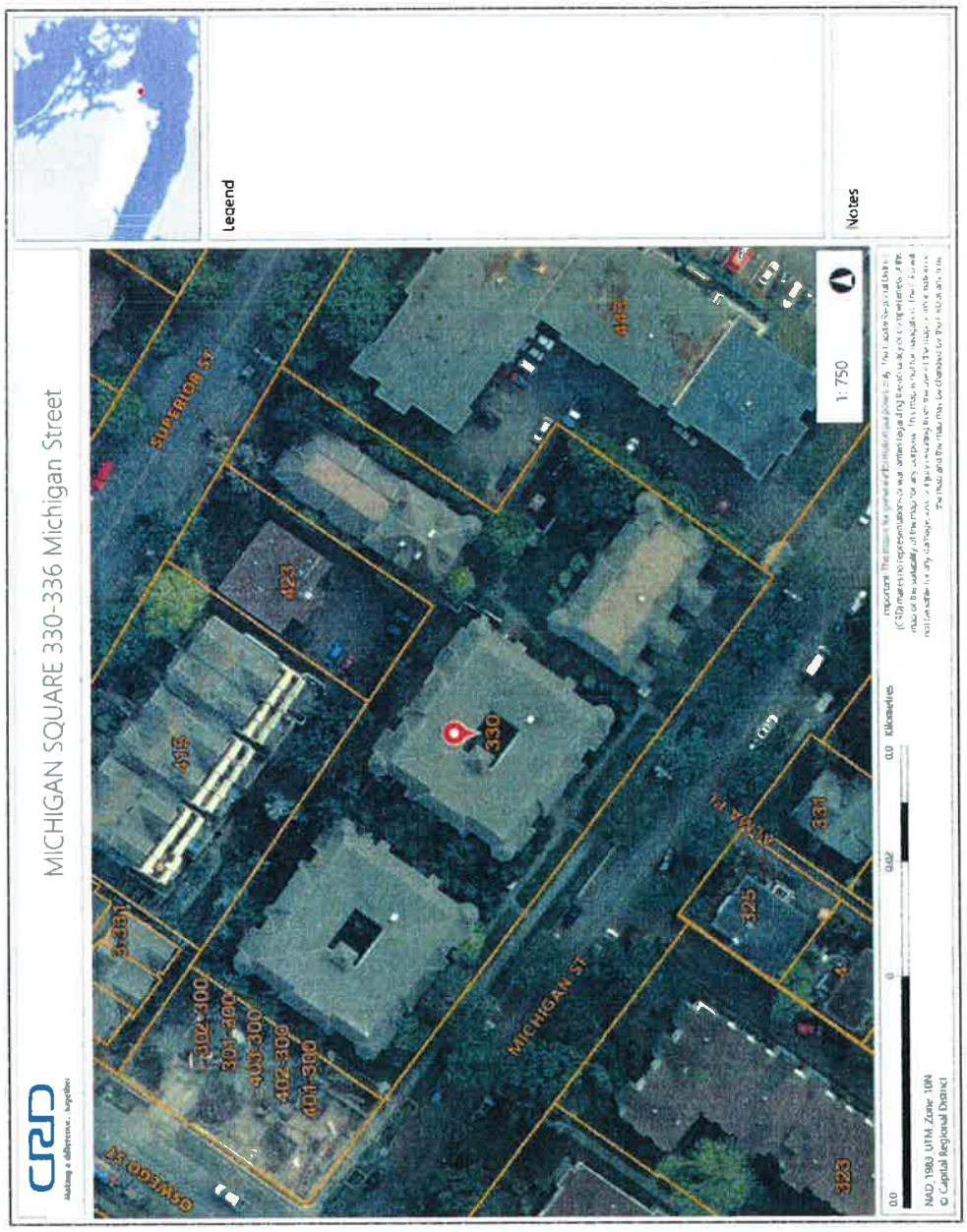
HERON COVE 10542 McDonald Park Road, Sidney

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

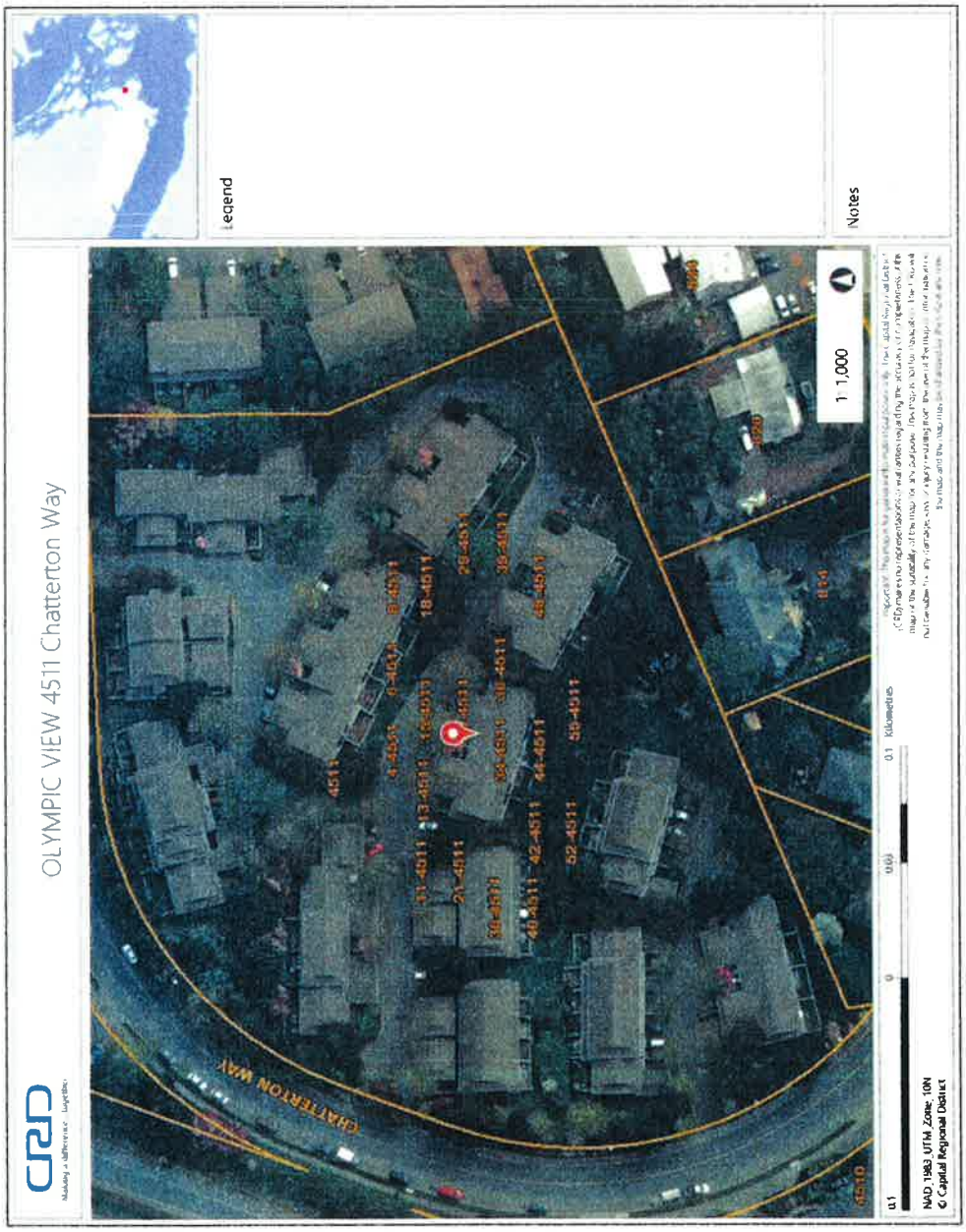
DRAWINGS – AERIAL SITE MAP

MICHIGAN SQUARE 330-336 Michigan Street



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
OLYMPIC VIEW 4511 Chatterton Way

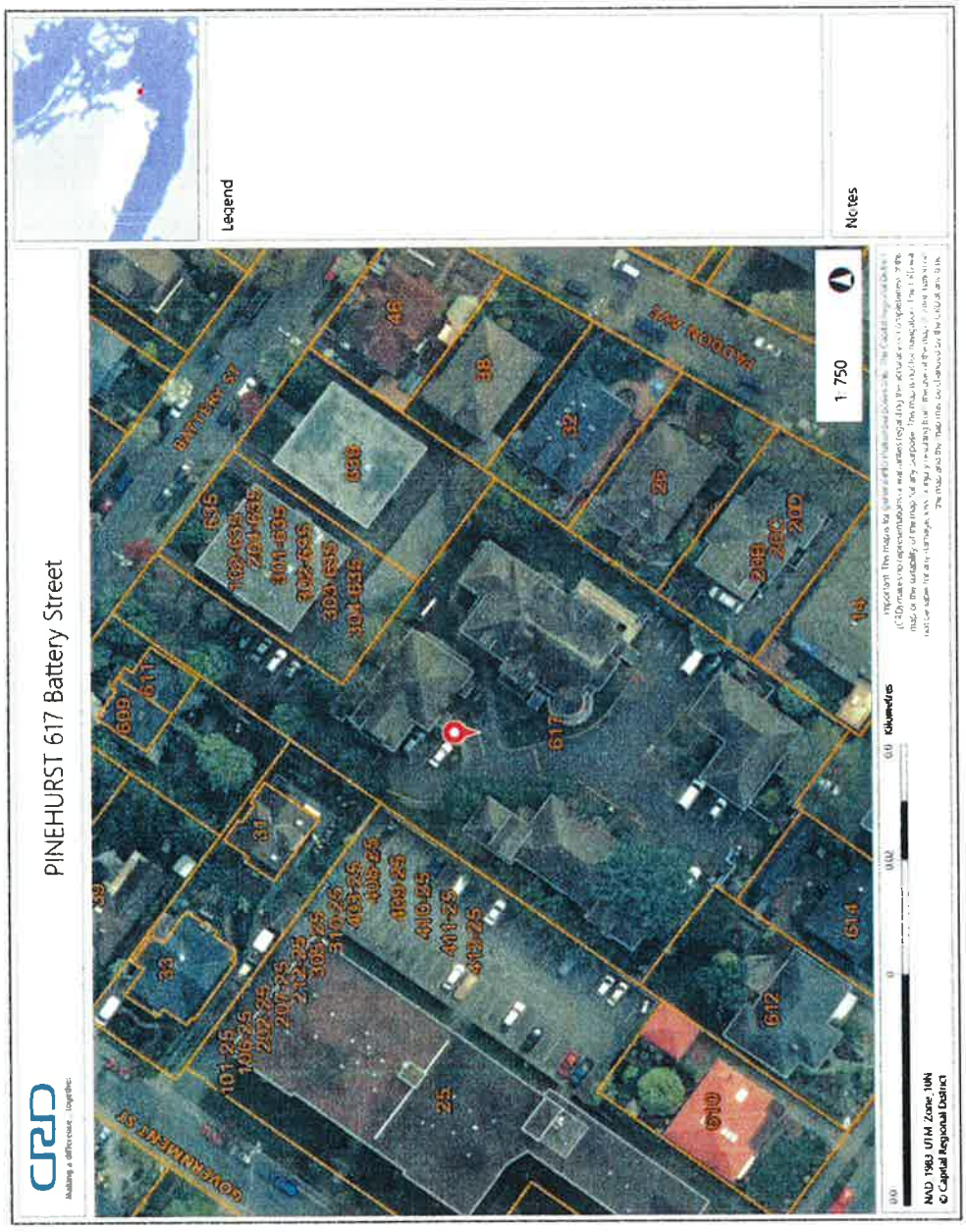


CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
PARKVIEW 825 Lodi Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
PINEHURST 617 Battery Street



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA

DRAWINGS – AERIAL SITE MAP

ROSEWOOD 1827 McKenzie Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
ROYAL OAK SQUARE 819 Lodi Avenue

CAPITAL REGION HOUSING CORPORATION

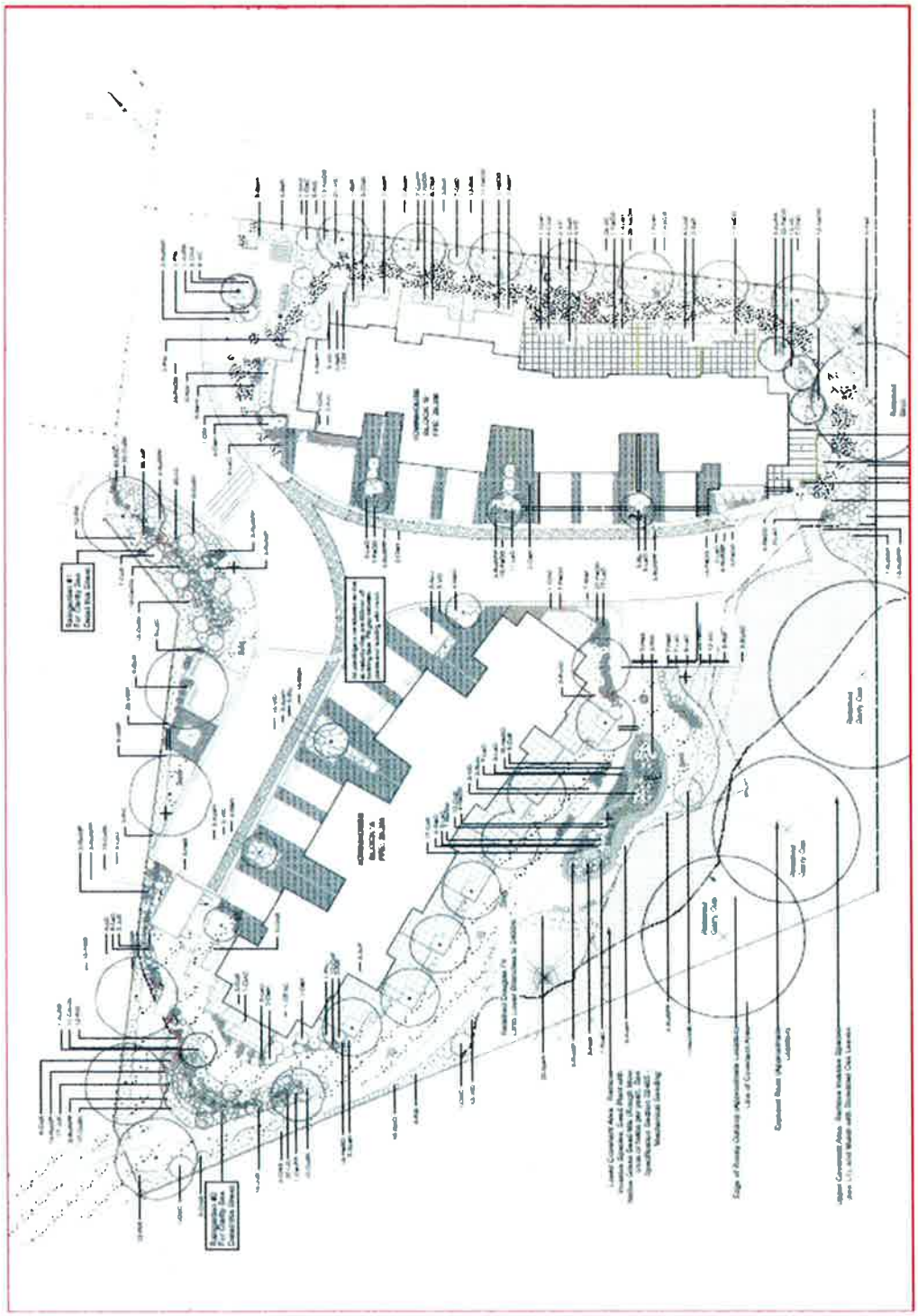
LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
SWANLEA 898 Sevenoaks Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
VERGO 3808 Carey Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – LANDSCAPE PLAN
VERGO 3808 Carey Road

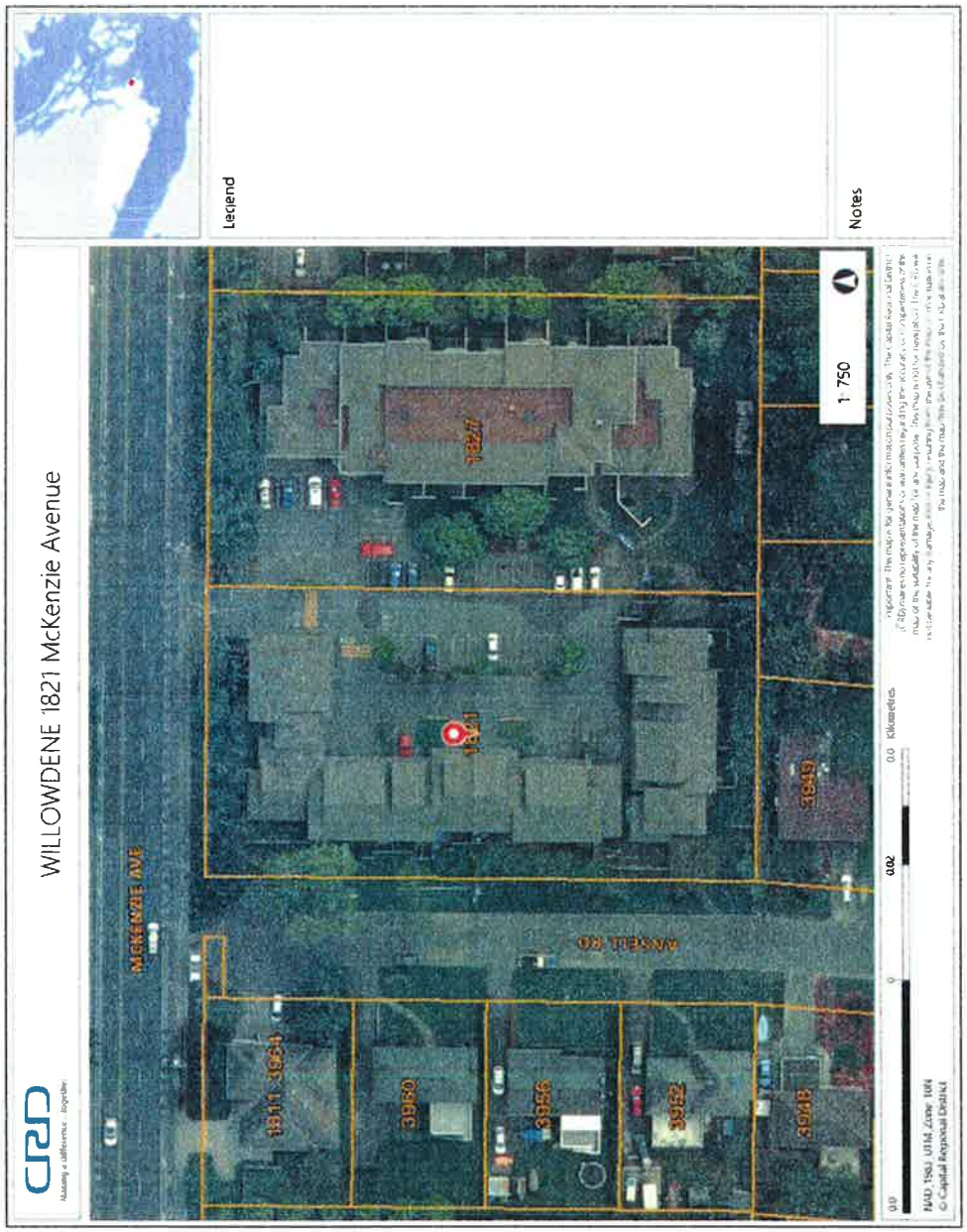


CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
VIEWMONT GARDENS 4450 Viewmont Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - PENINSULA
DRAWINGS – AERIAL SITE MAP
WILLOWDENE 1821 McKenzie Avenue



CAPITAL REGION HOUSING CORPORATON
(CRHC)

LANDSCAPE MAINTENANCE SERVICES - WEST 164/18

DECEMBER 2017

CAPITAL REGION HOUSING CORPORATON

LANDSCAPE MAINTENANCE SERVICES - WEST

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THE SPECIFICATIONS

THE DRAWINGS

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

INVITATION TO TENDER

Sealed Tenders, plainly marked on the envelope "Tender for **LANDSCAPE MAINTENANCE SERVICES - WEST 164/18**" will be received by the Capital Region Housing Corporation ('CRHC') at their offices at 631 Fisgard Street, Victoria, British Columbia up to **3:00:00 pm** local time on **January 10, 2018** at which time they will be opened in public.

The services to be provided under this Contract generally include the following:

> The supply of all labour, supervision, tools, equipment, vehicles, materials, storage, delivery and all other services required by the Contractor to provide comprehensive Landscape Maintenance Services at multi-family residential sites owned or operated by CRHC, known as the 'West Portfolio'. In provision of the Services, the Contractor must meet CRHC's values, deliverables and all other specifications and standards contained or implied herein.

Qualified bidders must employ skilled landscape personnel to complete the work assigned to them, throughout the duration of the work, including the insurance that qualified, informed, competent supervision takes place on the site for the duration of the work. Supervisors must be 'qualified professionals', (if apprentices are used they are to have oversight by Landscape Horticultural journeyman). The bidders must be able to demonstrate satisfactory completion of similar projects in size and scope, must be currently registered with WorkSafeBC and have been in good standing without a violation for a minimum of five (5) years. A representative of each qualified tenderer must attend the entire Mandatory Pre-Tender Site meeting after having completed the sign in sheet circulated on the date & time indicated below.

A **mandatory** pre-tender site meeting will be held at "FIRGROVE", 741, 747, 755 Lampson Street & 921 Devonshire, on **Thursday, December 14, 2017** immediately after the 163/18 pre-tender meeting closes at approximately 11:00 AM. Please call CRHC ahead to confirm attendance at this meeting, if you will not be attending the 163/18 pretender meeting to ensure that we communicate a more accurate start time. The meeting will commence in the parking area of 741 Lampson Street, beside the triplex where the garbage enclosure is situated. It will proceed into the site once the attendance is closed, at 11:05 am. The meeting may proceed to another 'WEST' site, if required.

Specifications, Drawings, Contract Documents, and Tender Form will be available for download from the CRD website by registered contractors; and at the Capital Region Housing Corporation, 631Fisgard Street, Victoria, BC on or after December 11, 2017.

Digital copies may also be downloaded from www.crd.bc.ca/about/contracts-rfps/ by registered contractors at no cost. Copies obtained from the Capital Region Housing Corporation, on payment of $25.00 (GST included) for each copy requested, the sum of which is non-refundable. Please call in advance for hard copy pick up. Please bring your copy to the Mandatory Site visit for ease of reference.

The lowest or any tender will not necessarily be accepted.

For information and/or contract enquiries please contact Sharon Grigg at 250-360-3374, sgrigg@crd.bc.ca . Project or Site enquiries to Steve Leckie (Project Manager) at 250-360-3380, sleckie@crd.bc.ca (cc. sgrigg@crd.bc.ca)

Sharon Grigg
Senior Property Manager
Capital Region Housing Corporation

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

INSTRUCTIONS TO TENDERERS

1.0 CONDITIONS OF TENDERING

1.1 See the "General Conditions", for definitions of the various parties named in this Contract.

1.2 The Tenderer shall, unless specified otherwise, supply all labour, materials, plant, vehicles, equipment and small tools necessary to carry out and complete the work as shown on the Drawings and described in the Specifications forming part of this Contract.

1.3 The Tenderer shall include in the tender sufficient amounts to cover the cost of labour, supervision, materials, equipment and vehicles associated with items not listed in the Schedule of Prices and, Transition Plan Prices but included in the Specifications, either directly or by implication.

1.4 The submission of a tender shall be conclusive evidence that a Tenderer has:

(a) Carefully reviewed and understood all of the provisions of this LUMP SUM Contract;

(b) Ascertained the requirements of all relevant standards, laws and regulations affecting the execution and carrying out of the Contract; and

(c) Thoroughly inspected the sites and its surroundings and satisfied himself as to the form and nature of the sites, the nature of the grounds, the state of public services including access to and from the sites, and the quantities and nature of the labour and materials involved in completion of the work under the Contract.

1.5 A tender may only be withdrawn prior to the scheduled time for the opening of tenders.

1.6 The Owner may in its absolute discretion reject any and all tenders.

1.7 Tenders shall be open for acceptance by the Owner for SIXTY (60) CALENDAR DAYS after tenders have been opened.

1.8 The successful Tenderer will be notified in writing by the Owner of the acceptance of his tender and no other act shall constitute acceptance of a tender.

1.9 The successful Tenderer shall execute the Contract with the Owner within THIRTY (30) CALENDAR DAYS after the date of delivery of written notification of acceptance of the tender.

1.10 The successful Tenderer shall, prior to execution of the Contract, deliver the Insurance Policies to the Owner, together with written confirmation that all premiums are paid in full.

1.11 The Tenderer shall include in his tender provision for payment of all applicable sales taxes, licences and all or any municipal, provincial or federal charges in connection with the Contract and all associated vehicle use and dumping charges where applicable.

1.12 The Tenderer is deemed to have satisfied himself before submitting this tender as to the correctness and sufficiency of the tender and the failure or neglect of a Tenderer to receive or examine any form, instrument, or other document or to acquaint himself with existing conditions shall in no way relieve the Tenderer of his obligations with respect to his tender and to the Contract.

1.13 Any alteration or interpretation of the Contract will be made in the form of a written Addendum which may be issued by the Owner at any time up to FIVE (5) CALENDAR DAYS prior to the tenders being opened.

1.14 Any Addendum issued by the Owner shall be maintained in the offices of the Capital Region Housing Corporation and a copy shall be made available to any Tenderer upon request.

1.15 Tenderers are responsible for ascertaining the existence and contents of any Addendum issued by the Owner.

1.16 All Tenderers shall acknowledge receipt and acceptance of each Addendum issued by signing and dating in the spaces provided and submitting the signed Addendum with the Tender. Any Tender submitted without the signed Addenda may be rejected by the Owner as an incomplete Tender.

1.17 Tenderers who have obtained tender documents from sources other than the Capital Region Housing Corporation at 631Fisgard Street, Victoria, BC or CRD Website, shall register with the Capital Region Housing Corporations' staff listed on the invitation to tender page at the front of this document. By doing so the tenderer will be added to a list to receive any Addendum issued by the Owner.

1.18 Tenders are to be subject to all relevant federal and provincial legislation and other applicable enactments as defined in the *Interpretation Act (BC)*.

1.19 The Owner does not adopt or agree to be bound by any procedures or guidelines recommended, adopted or produced by any construction council or association in the tendering and award of the Contract on this project.

1.20 Local bylaws pertaining to noise, particularly from the use of leaf blowers, lawnmowers &/or vehicles travelling to and from the job site will be strictly enforced.

1.21 This Contract, as well as any resultant studies and documents received, are under the control of the Capital Region Housing Corporation, and as such are subject to the *Freedom of Information and Protection of Privacy Act*. This means that they are subject to requests for access, although items

may qualify for non-disclosure under Section 21 of the Act - "...Release harmful to the business interests of a third party", or one or more of the other sections limiting access rights of requesters.

1.22 The terms used in these documents are non-gender specific and refer to both the feminine and the masculine.

2.0 INSURANCE

2.1 Tenders shall be accompanied by a Clearance Letter indicating that WorkSafeBC is paid and in good standing for a minimum 5 years, as per the qualifications and an Undertaking of Liability Insurance on the form included herein and issued by an insurance company licensed to conduct business in the Province of British Columbia.

2.2 The Undertaking of Liability Insurance shall be for those amounts and types of insurance specified in the General Conditions of the Contract.

3.0 SUBMITTING THE TENDER

3.1 All tenders must be prepared and executed on the forms set out in this document.

3.2 The Tender Form must be completed in full in ink or typewritten.

3.3 The signature of the Tenderer shall be under seal and in his handwriting or if the Tenderer is a corporation the tender shall be executed under its corporate seal.

3.4 In addition to completing the Tender Form of this document, Tenderers must enclose with their tenders, a list indicating the level of training or certification of supervisors to oversee the contract work and the number of employees that will be assigned to this work, a work plan for each site to reflect hours, frequency and number of workers included in the landscape maintenance servicing pricing, and a copy of the proposed transition work plan to support any pricing included in the submission. As well as, copies of the WorkSafeBC Clearance Letter and Undertaking of Liability Insurance that complies with Section 2.1. No tender shall be considered complete unless it includes these items.

3.5 Each tender must be submitted in a sealed envelope bearing on the outside the name and address of the Tenderer and plainly marked "LANDSCAPE MAINTENANCE SERVICES - WEST 164/18." If forwarded by mail the sealed envelope containing the tender must be enclosed within a mailing envelope.

3.6 Tenders submitted by facsimile communication equipment (Fax) will not be considered. Modifications by Fax of tenders already submitted will be considered if received prior to the time set for closing of tenders, at Capital Region Housing Corporation Fax #250-361-4970. Prior to faxing, the Tenderer is to contact the contract lead at Capital Region Housing personally by telephone at 250-360-3374. Tenderers should not show the total tendered amount in a Fax modification.

3.7 Tenders shall be addressed to:

Capital Region Housing Corporation
631 Fisgard Street
Victoria, British Columbia, V8W 1R7

3.8 Tenders shall be delivered to the Capital Region Housing Corporation not later than the time and date stipulated in the "Invitation to Tender" included herein. Tenders not delivered by the stipulated time and date shall be returned unopened to the Tenderer.

3.9 Any request by a Tenderer for an explanation of the contents of this document shall be made in writing and directed to the Contract Lead of the Capital Region Housing Corporation. No request received less than SEVEN (7) CALENDAR DAYS prior to the date fixed for the opening of tenders will be given consideration. If an explanation is deemed necessary by the Owner, an Addendum may be issued pursuant to the terms stated in the "Conditions of Tendering".

4.0 ACCEPTANCE OF TENDER

4.1 Tenders not in the office of the Capital Region Housing Corporation by the time and date stipulated will be returned to the Tenderer unopened.

4.2 Any tender which is incomplete, conditional, obscure or contain erasures, alterations, escalator clauses and irregularities of any kind may be rejected by the Owner as an irregular tender.

4.3 Tenders, in consideration of the Owner considering this tender, shall be open for acceptance by the Owner for SIXTY (60) CALENDAR DAYS after the opening of tenders and may not be withdrawn by the Tenderer during that time. The successful Tenderer will be notified in writing by the Owner of the acceptance of his tender as expeditiously as possible and no other act shall constitute acceptance of a tender.

4.4 The successful Tenderer shall execute a Contract with the Owner within THIRTY (30) CALENDAR DAYS after the date of the written notification of the acceptance of his tender. The form of Contract Agreement shall be as contained herein, with such modifications as are necessary. The Contract Documents shall include any Addenda which may be issued.

4.5 Any Tender which does not include a completed List of Previous Contracts and WorkSafeBC Occupational Health and Safety Violations History form, as provided in the tender documents, may be rejected by the Owner as an incomplete Tender.

4.6 Following the opening of tenders, the Owner may in its discretion require any Tenderer to provide all or part of the following information:

4.6.1 A copy of the most recent financial statements of the Tenderer certified by an independent firm of Chartered Accountants.

4.6.2 Evidence that the Tenderer is a business in good standing in the Province of British Columbia and is capable of performing the Contract.

4.6.3 Names of subcontractors and description of the work to be performed by them, or confirmation that no subcontractor will be involved in this project.

4.6.4 Such additional information as may satisfy the Owner that the Tenderer is capable of fulfilling the Contract.

4.6.5 A copy of all required licences, permits & certificates, if applicable.

4.6.6 Written assurance of sufficient qualified manpower in your employ to satisfactorily fulfil this Contract.

4.6.7 One set of any required Material Safety Data Sheets (MSDS) prior to commencement of work, for review and posting on job site; and

4.6.8 A detailed schedule of work of when the sites will be visited.

4.6.9 Such additional information as may satisfy the Owner that the Tenderer is capable of fulfilling the Contract.

5.0 QUALIFICATIONS AND EVALUATION CRITERIA

5.1 The Tenderer is required to submit details of meeting the minimum qualifications set out in the invitation to tender, his previous experience with the type of work proposed and demonstrate his proven ability to successfully complete the intended works throughout the Term as specified in the Tender Documents. No award will be made to any Tenderer who cannot give satisfactory assurance as to his ability to carry out the works both from his financial rating, and by reason of his employing qualified personnel and previous experience as a Tenderer on work of a similar nature to that contemplated in the Contract.

5.2 The lowest or any tender will not necessarily be accepted. The Owner reserves the right in its absolute discretion to accept the tender which it deems most advantageous and the right to reject any or all tenders, in each case without giving any notice. In no event will the Owner be responsible for the costs of preparation or submission of a tender.

5.3 Tenders which contain qualifying conditions or otherwise fail to conform to these Instructions to Tenderers may be disqualified or rejected. The Owner, however, may at its sole discretion reject or retain for consideration tenders which are non-conforming because they do not contain the content or form required by these Instructions to Tenderers or because they have not complied with the process for submission set out herein.

5.4 Tenderers will be evaluated based on the following criteria:

(a) Qualifications, training, skills and related experience of the Tenderer and personnel to be assigned to this project;
(b) Performance of the Tenderer on similar projects;
(c) Past and present compliance of the Tenderer with all statutes, regulations, and bylaws affecting the Tenderer's work – the Owner will give particular attention to non-compliance violations of WorkSafeBC Occupational Health and Safety Regulations issued to the Tenderer within the last five (5) years;
(d) Lowest price to the Owner of having the work completed in accordance with the Contract Documents;
(e) The conformity of the tender to the requirements set forth in this Instructions to Tenderers; and
(f) The services outlined in the work plan in conformance with the level of service provided for in the Specification.

5.5 The evaluation process will be conducted solely at the discretion of the Owner and the Owner may decide to utilize criteria in the review of tenders other than those set forth above and in particular, the price to carry out the work is not the only or primary criteria which will be utilized by the Owner. The Owner reserves the right to make inquiries regarding any or all Tenderers.

5.6 The Owner reserves the right, at its discretion, to negotiate with any Tenderer that the Owner believes has the most advantageous tender, or with any other Tenderer or Tenderers concurrently. In no event will the Owner be required to offer any modified terms to any other Tenderer prior to entering into a contract with the successful Tenderer and the Owner shall incur no liability to any other Tenderer as a result of such negotiations or modifications.

5.7 Tenderers are advised that after receipt of tenders and prior to award of Contract, Tenderers may be required to provide the Owner with additional information concerning the Tenderer or his tender including, but not limited to, a further breakdown of relevant components of the Total Tendered Amount.

5.8 The Total Tendered Amount used in the evaluation of tenders will be corrected for any arithmetic errors. The unit rates quoted will govern and the extensions will be adjusted if there are any inconsistencies between the two amounts.

5.9 No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender, and by submitting a tender each Tenderer shall be deemed to have agreed that it has no claim.

6.0 PRE-TENDER SITE MEETING - **MANDATORY**

6.1 A **mandatory** pre-tender site meeting will be held at "FIRGROVE", 741, 747, 755 Lampson Street & 921 Devonshire, on **Thursday, December 14, 2017** immediately after the 163/18 pre-tender meeting closes at approximately 11:00 AM. Please call CRHC ahead to confirm attendance at this meeting, if you will not be attending the 163/18 pretender meeting, to ensure that we communicate a more accurate start time. The meeting will commence in the parking area of 741 Lampson Street, beside the triplex where the garbage enclosure is situated. It will proceed into the site once the attendance is closed, at 11:05 am. The meeting may proceed to another 'WEST' site, if required. Tenders from non-attendees will be rejected by the Owner and returned unopened to the Tenderer.

6.2 The purpose of the site meeting is for a general review of the existing site and proposed work and to respond to questions from Tenderers.

6.3 The site meeting is provided by the Owner for the general convenience of Tenderers and is not intended to be a thorough examination of all existing sites, current landscape and soil conditions. Attendance to the site meeting in no way limits the responsibility of the Tenderers to make their own independent determination of site conditions and any and all other pertinent factors in preparation of this Tender.

6.4 It is suggested that Contractors who are unfamiliar with Housing Corporation complexes arrange for additional site viewings, other than the mandatory site meeting, before tendering by making an appointment with the respective Caretaker.

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

TENDER FORM

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, supervision, vehicles, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for

The WEST PORTFOLIO OPTION 1:
TOTAL ANNUAL TENDERED AMOUNT OF $ 143,211.60 (lawful money of Canada) FOR **'MODERATE'** SERVICE LEVELS. (Carried forward from the Schedule of Prices, pages 10-12)
OR
The WEST PORTFOLIO OPTION 2:
TOTAL ANNUAL TENDERED AMOUNT OF $ 186,142.32 (lawful money of Canada) FOR **'GROOMED'** SERVICE LEVELS. (Carried forward from the Schedule of Prices, pages 10-12)

PLUS, if required or selected by CRHC:
ONE TIME, START OF CONTRACT COSTS TO REACH THE STANDARD SELECTED:
OPTION 1: $ 5314.57 (lawful money of Canada) FOR **'MODERATE'** SERVICE LEVELS (Carried forward from Transition Plan prices, page 13 & 14) & complete within _____ number of days after Notice to Proceed.
OR
OPTION 2: $ 8297.39 (lawful money of Canada) FOR **'GROOMED'** SERVICE LEVELS (Carried forward from Transition Plan prices, page 13 & 14) & complete within 30 number of days after Notice to Proceed.

The undersigned Tenderer hereby agrees that the said Schedule of Prices, Total Annual Tendered Amount include and cover all applicable duties, taxes and handling charges incidental to and forming part of this Contract.

SIGNED D Ross DATED Jan 10/18

NAME OF TENDERER Island Earth landscape Services Ltd.

CONTACT NAME Deano Ross

ADDRESS 106-1039 langford Parkway

Postal Code V9B 0A5

TELEPHONE NUMBER 250-818-4620

FAX NUMBER 250-474-0132

E-MAIL ADDRESS deano@islandearthlandscape.ca

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

SCHEDULE OF PRICES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications for a description of the work to be involved in each item.

PROJECT	ADDRESS	CARETAKERS/ PHONE #	OPTION 1: MONTHLY COST FOR 'MODERATE' SERVICE LEVELS	OPTION 2: MONTHLY COST FOR 'GROOMED' SERVICE LEVELS
Amberlea *backs onto Cloverdale	3330 Glasgow Avenue (16 townhouses +1 apt bldg.)	Al Paladini 250-360-3388	$ 483.00	$ 627.90
Brock Place	882 Brock Avenue (30 townhouses)	Stephen Ullom 250-360-3395	$ 550.00	$ 715.00
Caledonia	1211 Gladstone Avenue (18 townhouses	Todd Winger 250-360-3399	$ 550.00	$ 715.00
Camosun Place	1530 Camosun Street (8 Townhouses)	Barry Cathers 250-360-3386	$ 483.00	$ 627.90
Castanea Place *property includes walking path to Quadra at north side of property	2840 Gillie Place & 2860 Quadra Street (25 townhouses +1 apt bldg.)	John MacPhee 250-360-3383	$ 550.00	$ 715.00
Cloverhurst * backs onto Amberlea	955 Cloverdale Avenue (10 Townhouses)	Al Paladini 250-360-3388	$ 400.00	$ 520.00
Firgrove *4 Addresses, includes bedrock area	741 Lampson, 1 Duplex, 1 Triplex and 20 Townhouses; 747 – 1 duplex, 755 Lampson– 1 House & 2 town houses; 921	Todd Winger 250-360-3399	$ 550.00	$ 715.00

PROJECT	ADDRESS	CARETAKERS/ PHONE #	OPTION 1: MONTHLY COST FOR 'MODERATE' SERVICE LEVELS	OPTION 2: MONTHLY COST FOR 'GROOMED' SERVICE LEVELS
	Devonshire – 2 townhouses			
Gladstone	1320 Gladstone Avenue (14 Townhouses)	Stephen Ullom 250-360-3395	$ 483.00	$ 627.90
The Hamlet	2620 Shakespeare Street (10 Townhouses)	Barry Cathers 250-360-3386	$ 483.00	$ 627.90
Harbour Lane	314/324 Kingston Street & 515 Pendray (10 townhouses +1 apt bld.)	Dennis Norbury 250-360-3389	$ 400.00	$ 520.00
The Heathers *gardens surrounding building are under warranty until the end of June 2018	3169 Tillicum Road (1 apartment buildings)	Trevor Baird 250-360-3398	$ 400.00	$ 520.00
James Yates Gardens	1150 Yates Street (1 apartment building)	Barry Cathers 250-360-3386	$ 400.00	$ 520.00
Kings Place	1070 Kings Road (1 apartment building)	Barry Cathers 250-360-3386	$ 483.00	$ 627.90
Leblond Place	390 Waterfront Cres 2980 Jutland Road & 2981 Jackladder Lane (13 townhouses +1 apt bld.)	Trevor Baird 250-360-3398	$ 483.00	$ 627.90
Margaret Laurence House	302 Kingston Street (1 building)	Dennis Norbury 250-360-3389	$ 400.00	$ 520.00
Oakwinds	1311 Hillside & 1250 Kings Road (50 Townhouses)	Stephen Ullom 250-360-3395	$ 800.00	$ 1040.00

PROJECT	ADDRESS	CARETAKERS/ PHONE #	OPTION 1: MONTHLY COST FOR 'MODERATE' SERVICE LEVELS	OPTION 2: MONTHLY COST FOR 'GROOMED' SERVICE LEVELS
Parry Place	408 Parry Street (21 Townhouses)	Dale Minnie 250-360-3387	$ 400.00	$ 520.00
Portage Place	210 Island Hwy (17 Townhouses)	Trevor Baird 250-360-3398	$ 483.00	$ 627.90
Rotary House	1855 Quadra Street (1 apartment building)	Dale Minnie 250-360-3387	$ 400.00	$ 520.00
Springtide	270 Russell Street (1 apartment building)	Todd Winger 250-360-3399	$ 485.00	$ 627.90
The Terraces	1635 Oak Bay Avenue (20 Townhouses)	Barry Cathers 250-360-3386	$ 400.00	$ 520.00
Tillicum Station	275/285 Hampton & 3210/3240 Albina Street (20 townhouses +1 apt bld)	Al Paladini 250-360-3388	$ 650.00	$ 845.00
Village on the Green	4450 Viewmont Avenue (38 Townhouses)	John MacPhee 250-360-3383	$ 650.00	$ 845.00
		MONTHLY SERVICE LEVEL SUBTOTAL:	$ 11,366.00	$ 14,773.20
		WEST PORTFOLIO ANNUAL SUBTOTAL (monthly subtotal x 12)	$ 136,392.00	$ 177,278.40
		GST:	$ 6819.60	$ 8863.92
		WEST PORTFOLIO ANNUAL TENDER TOTAL: Carry these totals forward to page 9 of the Tender form	$ 143,211.60	$ 186,142.32

NOTE: (1) CRHC reserves the right to select either Option 1 or Option 2, at its discretion or under direction of its Board of Directors.

163/18 Peninsula & 164/18 West – Landscape maintenance service tender

Attention Sharon Grigg

January 13 2018

- As per section 3.0 Submitting the Tender, 3.4; the work plan received has a monthly schedule which has cited the size of the crew & frequency varying between biweekly and weekly. Can you confirm if the number in brackets under each building name on the 163/18 work plan is the number of hours designated to the specific property? If so, could you confirm if that is per week/per biweekly/per month? Knowing this will help us have a clearer understanding of the offer? Also there are no numbers on the work plan for 164/18

1.) **163/18 numbers under each property are minimum hours designated to each property. We will never go below those hours. Often we will exceed those hours for example pruning may take long due to weather.**
2.) **The hours for each property are per month based on Moderate services.**

164/18 numbers for work plan

Amberlea	**Brock Place**	**Caledonia**	**Camosum**
(12)	**(13)**	**(13)**	**(12)**
Castanea Place	**Cloverhurst**	**Firgrove**	**Gladstone**
(13)	**(11)**	**(13)**	**(12)**
The Hamlet	**Harbour L**	**The Heathers**	**James Yates**
(12)	**(11)**	**(11)**	**(11)**
Kings Place	**Leblond Pl**	**Margaret L**	**Oakwinds**
(12)	**(12)**	**(11)**	**(20)**
Parry Place	**Portage Place**	**Rotary Place**	**Springtide**
(12)	**(12)**	**(11)**	**(12)**
The Terraces	**Tillicum St**	**Village on the green**	
(11)	**(16)**	**(16)**	

Capital region Housing Corporation

2018 Maintenance Schedule for West Portfolio 164/18

Amberlea	**Brock Place**	**Caledonia**	**Camosum**
Castanea Place	**Cloverhurst**	**Firgrove**	**Gladstone**
The Hamlet	**Harbour L**	**The Heathers**	**James Yates**
Kings Place	**Leblond Pl**	**Margaret L**	**Oakwinds**
Parry Place	**Portage Place**	**Rotary Place**	**Springtide**
The Terraces	**Tillicum St**	**Village on the green**	

Overseeing Contract 164/18 Deano 250-818-4620 24/7

Operational Manager: Deano Ross 25 plus years of experience. Deano has many years' experience running large projects.

Supervisor: Martin Alphonse has 20 plus years in Lawn Maintenance. Martin has is very Talented and experienced in pruning, plant identification and lawn care.

Assistant Supervisor: Shawn Smith has 20 plus in Lawn Maintenance. Shawn is very talented in Lawn care and pruning.

There will be a total of 6 crew members running 2 x trucks
Leads for Truck # 1 Britney plus two labours will be assigned 12 CRD properties
Leads for Truck # 2 Matthew plus two Labours will be assigned 12 CRD properties

The below maintenance schedule for the above the properties are a pretty good gage on how our crews will work on each and every one of your properties. Over the years we have been able to fine tune our maintenance schedules by learning what works best in this part of the world on a daily, weekly and monthly bases. However it could change a little due to the weather as well as gathering feedback from the onsite managers.

2018 Maintenance Schedule for Peninsula Portfolio 164/18
6 person crew running 2 trucks will visit each of the above properties on a weekly bases from March to September and Bi-weekly from October to February. Above you will see approx. monthly hours we will work just below each property.

January

1.) Lime lawns
2.) With each bi-weekly visit we will also blow and pick up garbage, garden waste, leaves etc.
3.) Some winter pruning
4.) Weeding weather permitting
5.) routine pest watch
6.) Prune some shrubs

February

1.) Start pruning
2.) On a bi- weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Storm checks
4.) Weeding weather permitting
5.) routine pest watch
6.) Edging
7.) Prune some shrubs

March

1.) Lime lawns
2.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Storm Check
4.) Weeding
5.) routine pest watch
6.) If weather permitting start mulching
7.) Edging
8.) Prune some shrubs

April Start Weekly Visits

1.) We will start feeding garden beds
2.) Fertilize lawns with a spring Fertilize
3.) weeding
4.) Prune some shrubs
5.) Depending on weather we may start mowing
6.) routine pest watch
7.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
8.) Install mulch if we have not already installed in March

May

1.) Aerate lawns
2.) routine pest watch
3.) Mow, Trim, blow weekly
4.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
5.) Prune any Perennials back and if necessary divide
6.) Weeding
7.) Prune some shrubs

June

1.) Mow, Trim, Blow Weekly
2.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Dead head when necessary
4.) Weeding
5.) Routine pest watch
6.) Prune some shrubs

July

1.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property
2.) Mow, Trim, Blow Weekly
3.) Prune over grown plants
4.) Fertilize the lawns with a slow release Fertilizer
5.) If water is hot for a period of time we will ask to up the watering as well as the lawn crew will raise their lawn mowers
6.) Prune flowering shrubs when blooming is finished
7.) Weeding
8.) Routine pest watch
9.) Prune some shrubs

August

1.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Mow, Trim, Blow weekly
3.) Dead head
4.) Weeding
5.) Routine pest watch
6.) If water is hot for a period of time we will ask to up the watering as well as the lawn crew will raise their lawn mowers
7.) Prune some shrubs

September

1.) On a weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Mow, Trim, Blow Weekly
3.) Weeding
4.) Routine pest watch
5.) Prune some shrubs

October

1.) On a Bi-weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Will stop mowing unless the weather is above normal
3.) Apply Dolomite Lime to garden beds
4.) Start raking leaves at each visit
5.) Weeding
6.) Routine pest watch
7.) Prune some shrubs

November

1.) Tidy up Perennials (if there is any)
2.) On a bi-weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
3.) Rake up leafs at each visit
4.) Weeding
5.) Routine pest watch
6.) Prune some shrubs

December

1.) On a bi-weekly visit we will blow, pick up garbage in beds, garden waste, leaves in and around the property.
2.) Storm Check
3.) Weeding weather permitting
4.) Routine pest watch
5.) Prune some shrubs

ONE TIME UNIT PRICES
FOR TRANSITION PLAN WORK AT START OF CONTRACT

PROJECT	ADDRESS	OPTION 1 – to ACHIEVE STANDARD IF 'MODERATE' SERVICE LEVELS are selected	OPTION 2 – to ACHIEVE STANDARD IF 'GROOMED' SERVICE LEVELS are selected
Amberlea	3330 Glasgow Avenue (16 townhouses +1 apt bld)	$ 241.50	$ 362.25
Brock Place	882 Brock Avenue (30 townhouses)	$ 275.00	$ 412.50
Caledonia	1211 Gladstone Avenue (18 townhouses	$ 137.50	$ 275.00
Camosun Place	1530 Camosun Street (8 Townhouses)	$ 120.75	$ 241.50
Castanea Place	2840 Gillie Place & 2860 Quadra Street (25 townhouses +1 apt bld)	$ 275.00	$ 412.50
Cloverhurst	955 Cloverdale Avenue (10 Townhouses)	$ 200.00	$ 300.00
Firgrove *4 Addresses	741 Lampson, 1 Duplex, 1 Triplex and 20 Townhouses; 747 – 1 duplex, 755 Lampson– 1 House & 2 town houses; 921 Devonshire – 2 townhouses	$ 275.00	$ 412.50
Gladstone	1320 Gladstone Avenue (14 Townhouses)	$ 120.75	$ 241.50
The Hamlet	2620 Shakespeare Street (10 Townhouses)	$ 120.75	$ 241.50
Harbour Lane	314/324 Kingston Street & 515 Pendray (10 townhouses +1 apt bld)	$ 200.00	$ 300.00
The Heathers *see note on Schedule of Price table	3169 Tillicum Road (1 apartment buildings)	$ 200.00	$ 300.00
James Yates Gardens	1150 Yates Street (1 apartment building)	$ 200.00	$ 300.00

PROJECT	ADDRESS	**OPTION 1** – to ACHIEVE STANDARD IF **'MODERATE'** SERVICE LEVELS are selected	**OPTION 2** – to ACHIEVE STANDARD IF **'GROOMED'** SERVICE LEVELS are selected
Kings Place	1070 Kings Road (1 apartment building)	$ 120.75	$ 241.50
Leblond Place	390 Waterfront Cres 2980 Jutland Road & 2981 Jackladder Lane (13 townhouses +1 apt bld)	$ 241.50	$ 362.50
Margaret Laurence House	302 Kingston Street (1 building)	$ 200.00	$ 300.00
Oakwinds	1311 Hillside & 1250 Kings Road (50 Townhouses)	$ 400.00	$ 600.00
Parry Place * Includes gardens on the second floor	408 Parry Street (21 Townhouses)	$ 200.00	$ 300.00
Portage Place	210 Island Hwy (17 Townhouses)	$ 241.50	$ 362.25
Rotary House	1855 Quadra Street (1 apartment building)	$ 200.00	$ 300.00
Springtide	270 Russell Street (1 apartment building)	$ 241.50	$ 362.25
The Terraces	1635 Oak Bay Avenue (20 Townhouses)	$ 200.00	$ 300.00
Tillicum Station	275/285 Hampton & 3210/3240 Albina Street (20 townhouses +1 apt bld)	$ 325.00	$ 487.50
Village on the Green	4450 Viewmont Avenue (38 Townhouses)	$ 325.00	$ 487.50
	SUBTOTAL:	$ 5061.50 ✓	$ 7902.75 ✓
	GST:	$ 253.07 ✓	$ 395.14 ✓
	TOTAL ONE TIME COST: Carry forward to Tender Form, page 9	$ 5314.57 ✓	$ 8297.89 ✓

NOTE: (1) CRHC reserves the right to negotiate these transition plan costs &/or decline them based on its understanding, budget constraints or under direction of its Board of Directors.

Capital region Housing Corporation

2018 Proposed Transition for West Portfolio 164/18

Amberlea	**Brock Place**	**Caledonia**	**Camosum**
Castanea Place	**Cloverhurst**	**Firgrove**	**Gladstone**
The Hamlet	**Harbour L**	**The Heathers**	**James Yates**
Kings Place	**Leblond Pl**	**Margaret L**	**Oakwinds**
Parry Place	**Portage Place**	**Rotary Place**	**Springtide**
The Terraces	**Tillicum St**	**Village on the green**	

Overseeing Proposed Transition for 164/18

Operational Manager Deano 250-818-4620 24/7

164 Transition team will have a separate 3 person crew working each and every day

Island Earth Operational manager will assign a separate crew to oversee the Transition plan. Throughout the transition of this contract, work will continue to be performed by Island Earth West 164 crews in accordance with the approved project schedule and work breakdown structure in place. The transition management team will ensure that I.E. transition employees work alongside their IE West 164 crews counterparts; however, I.E. West 164 Operational manager will maintain all responsibility for tasks and deliverables. At the end of the 30 day transition period, and upon transition approval, I.E. West 164 Supervisor manager will assume full responsibility for all tasks and deliverables.

Island Earth West 164 transition team property schedule

Island Earth 164 transition team will visit the above properties making sure each of the follow items will be done to bring the property up to the contracts level of service.

1.) Making sure all properties above are as per the reference standards and regulations in the contract.

For example making sure the following are completed before transition hand over.

1.) Trees, Shrubs and plantings as per contract Heights.
2.) All garden beds have been properly cultivated as per contract
3.) Weeds and invasive plant control for lawns and garden beds be at proper contract levels
4.) Lawn and garden beds areas edged. As well all garden beds leafs removed.
5.) All hard surfaces areas are kept free of leaves, debris etc.

ADDITIONAL WORK – UNIT PRICE SUPPLEMENT

ITEM	DESCRIPTION	RATE
1.0	**LABOR RATES (Excluding G.S.T.)**	
1.1	Supervisor, Qualified Professional	$ 65 / Hr
1.2	Lead Landscaper	$ 55 / Hr
1.3	Labourer	$ 45 / Hr
1.4	Other _____ —	$ — / Hr
2.0	**MATERIAL RATES (Excluding G.S.T.)**	
2.1	Mark-up on Materials; if applicable	15 %
2.2	Mark up on Equipment Rental; if applicable	15 %
3.0	**DISPOSAL RATES (Excluding G.S.T.)**	
3.1	Mark-up on Disposal; if applicable	15 %
4.0	**NOTES:**	
4.1	Unit rates above are not to be included in the Total Lump Sum Amount. Unit rates will be used at the sole discretion of the Housing Corporation to add to or delete from the Specifications, in consultation with the consultant and successful contractor for this project.	
4.2	**If or when unit rates are used during the course of this project, the contractor will be required to quantify the hours and materials,** and the consultant and/or the Housing Corporation will verify prior to performing any additional work.	

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts, other than for CRHC, he has undertaken with work of a nature similar to this proposed Contract. In addition, please attach a list of addresses of current customers, indicating the landscape standard's level of service that would enable representatives of CRHC to observe locations that are currently receiving landscape maintenance services from your company.

It is the intention of the Capital Region Housing Corporation to use the information to assess the experience of the Tenderer in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

LOCATION: 1640 Electra BLVD

CLIENT: Victoria International Air Port

CONTACT NAME: James Boguez
Ken Gallant, Sherri Brooks

TELEPHONE NUMBER: 250-953-7570

DATE OF WORK: April/12 2012

CONTRACT VALUE: 135,135.00

DESCRIPTION OF WORK: monthly lawn maintenance, Annual planting

James Email Jboguszeyar.ca

LOCATION: 967 Langford Pkwy

CLIENT: Key Corp

CONTACT NAME: Duncan Magee

TELEPHONE NUMBER: 250-384-8024

DATE OF WORK: 2008

CONTRACT VALUE: 100,000 plus

DESCRIPTION OF WORK: monthly lawn maintenance, Annual planting

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LOCATION: 1701 Beach Drive

CLIENT: Glenlyon Norfolk school

CONTACT NAME: Robin Bennett

TELEPHONE NUMBER: 250-857-0597

DATE OF WORK: 2015.

CONTRACT VALUE: 85,000

DESCRIPTION OF WORK: monthly maintenance, Annual Planting

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Region Housing Corporation to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document. Please attach a current Clearance Letter, if appropriate.

NO VIOLATIONS IN PAST FIVE (5) YEARS: (X)	SIGNATURE:

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION

WORK SAFE BC
WORKING TO MAKE A DIFFERENCE

Assessment Department
Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Capital Region Housing Corporation
631 Fisgard Street
VICTORIA BC., BC V8W 1R7

January 06, 2018

Person/Business : ISLANDEARTH LANDSCAPE SERVICES LTD
818130 AQ(021)

We confirm that the above-mentioned account is currently **active** and **in good standing**.

This firm has had continuous coverage with us since October 16, 2008 and has satisfied assessment remittance requirements to **January 01, 2018**.

The next payment that will affect this firm's clearance status is due on January 20, 2018.

This information is only provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

Clearance Reference # : C129964261
CLRA1A

Now you can report payroll and pay premiums online.
Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.
To alter this document constitutes fraud.

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

UNDERTAKING OF LIABILITY INSURANCE

TO: CAPITAL REGION HOUSING CORPORATION
631 Fisgard Street,
Victoria, British Columbia
V8W 1R7

We the undersigned (INSERT INSURANCE COMPANY'S NAME)

Interior Savings Insurance Services Inc.

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

Island Earth Landscape Services Ltd.

in the amount of THREE MILLION DOLLARS ($3,000,000.00) Commercial General Liability Insurance, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to:

(a) Name the Capital Region Housing Corporation as additional insureds;

(b) This policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and

(c) Ensure such policy cannot be cancelled or materially changed without at least THIRTY (30) CALENDAR DAYS written notice to the CAPITAL REGION HOUSING CORPORATION, delivered to the above-noted address.

Signed and sealed at [illegible], Province of BC.,

this 10 day of Jan, 2018 on behalf of Island Earth Landscape. by:

)
)
)
)
)
)

Dean Ross Operational Manager.

(NAME AND TITLE)

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2A. INSURED'S FULL NAME AND MAILING ADDRESS
Capital Region Housing Corporation	IslandEarth Landscape Services Ltd.
631 Fisgard St.	106-1039 Langford Parkway, Victoria, BC V9B 0A6
	2B. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS (but only with respect to the operations of the Named Insured)
	Landscaping Maintenance Services - West Contract 164/18
Victoria BC POSTAL CODE V8W 1R7	

3. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE (M/d/yyyy)	EXPIRY DATE (M/d/yyyy)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OR ☑ OCCURRENCE ☑ PRODUCTS AND / OR COMPLETED OPERATIONS ☐ EMPLOYER'S LIABILITY ☑ CROSS LIABILITY ☑ TENANTS LEGAL LIABILITY ☑ NON-OWNED AUTOMOBILES ☑ HIRED AUTOMOBILES ☐ POLLUTION LIABILITY EXTENSION	Mutual Fire Insurance Company of B.C. - C-B17823	11/18/2017	11/18/2018	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY	$1,000 $1,000	 $6,000,000 $5,000,000 $5,000,000 $5,000,000 $10,000 $300,000
				NON OWNED AUTOMOBILE	$1,000	$2,000,000
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOS ☐ LEASED AUTOMOBILES ** ☐ ☐ ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM (specify) _____				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) ☐ ☐ ☐ ☐						

4. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

5. BROKER'S FULL NAME AND MAILING ADDRESS	6. ADDITIONAL INSURED NAME AND MAILING ADDRESS
Interior Savings Insurance Services Inc.	Capital Region Housing Corporation
678 Bernard Avenue Unit 102	631 Fisgard St.
Kelowna BC POSTAL CODE V1Y 6P3	
BROKER'S CLIENT ID: ISLAN02	Victoria BC POSTAL CODE V8W 1R7

7. CERTIFICATE AUTHORIZATION

SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINT NAME	POSITION HELD	DATE
	Aaron Reynoldson	Producer	January 05, 2018
COMPANY	**EMAIL ADDRESS**	**CONTACT NUMBER**	
Interior Savings Insurance Services Inc.	areynoldson@interiorsavingsinsurance.com	HOME BUSINESS (250) 712-4030	CELL FAX (250) 763-5574

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AJR

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT made this 10 day of Jan in the year 20 18 by and between the CAPITAL REGION HOUSING CORPORATION, herein called "Owner", and , herein called the "Contractor".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

ARTICLE 1.

The Contractor shall:

i) Be and assume the responsibilities of the Prime Contractor as defined in Part 3 of the Workers' Compensation Act of the Province of British Columbia, and note this fact on the Notice of Project submitted to WorkSafeBC, and comply with the provisions and amendments thereto of the Workers' Compensation Act of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional, and municipal laws, regulations, ordinances, codes, policies and procedures.

ii) Provide all necessary materials, labour, supervision, vehicles and equipment and perform all work, and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda numbered 164 for the project entitled "LANDSCAPE MAINTENANCE SERVICES - WEST 164/18."

iii) Commence to proceed actively with the work of the Contract within a period of SEVEN (7) CALENDAR DAYS of receipt of the Notice to Proceed.

ARTICLE 2.

The Owner 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.

ARTICLE 3.

The Invitation to Tender, Instructions to Tenderers, executed Tender Form, General Conditions, Specifications, Appendices, Drawings and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

ARTICLE 4.

No implied contract of any kind whatsoever, by or on behalf of the Owner, shall 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 contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner may be founded.

ARTICLE 5.

Subject to Article 3, this Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

ARTICLE 6.

All communication in writing between the parties or between them and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the corporation for whom they are intended as per the following delivery schedule conditions:

i) By hand – on the date of delivery of the communication
ii) By facsimile – ONE (1) CALENDAR DAY following date of the communication
iii) By registered mail – THREE (3) CALENDAR DAYS following date of the communication
iv) By regular mail – SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

The Contractor at 106 - 1039 Langford Parkway
(Address) 250-474-0132
(Fax No.) deano@islandearthlandscape.ca
(Email)

The Owner at 631 Fisgard Street, Victoria, BC, V8W 1R7
(Address)
250-361-4970
(Fax No.)
crdhousing@crd.bc.ca
(Email)

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above first written.

For Individual or Partnership:

SIGNED, SEALED AND DELIVERED BY

_____ _____

(Contractor – please print) (Signature of Contractor)

_____

(Position)

In the presence of:

Name: _____

Address: _____

Occupation: _____

For Limited Company:

The Corporate Seal of

Island Earth landscape Services Ltd. (Seal)

(Contractor – please print full name of Company)

Was hereunto affixed in the presence of:

Operations Manager.

Authorized Signing Officer and Position (please print)

Signature of Authorized Signing Officer

NOTE:
If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

For Owner (the CAPITAL REGION HOUSING CORPORATION):

_____ _____

Authorized Signing Officer and Position (please print) Authorized Signing Officer and Position (please print)

_____ _____

Signature of Authorized Signing Officer Signature of Authorized Signing Officer

GENERAL CONDITIONS

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

GENERAL CONDITIONS

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CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

GENERAL CONDITIONS

1. GENERAL

This document consists of a number of separate parts which taken together form the whole of the agreement (the "Contract") between the successful Tenderer (the "Contractor") for provision of the labour and materials set out herein and the Capital Region Housing Corporation (the "Owner"). This Contract includes the Instructions to Tenderers, the Tender Form, the Schedule of Prices, Transition Plan Prices, Additional Unit Prices, the Undertaking of Liability Insurance, the Agreement Between Owner and Contractor, the General Conditions, and required supporting documentation, the Contract Work/Transition Plans, the Specifications, and any Addenda which may be issued pursuant to the terms of the Contract.

2. DEFINITIONS

For the purposes of this Contract, the following shall apply:

"Authorized Representative" shall refer to a Consultant or Profession, who is not an employee of CRHC, and is authorized to carry out the work or inspections by the Owner due to their qualifications or expertise in the industry. ie. Landscape Architect or Certified Arborist etc.

"Calendar Days" shall be defined as 24 hours/day, 365 days of the year, inclusive of all statutory holidays.

"Contract Documents" or "Contract" shall mean the entire agreement between the Owner and Contractor and shall include all of those documents set out in the Table of Contents including the agreement between the Owner and Contractor, the general conditions, specifications and drawings, and tender documents as well as any addenda incorporated therein.

"Contractor" shall mean the successful Tenderer and the person who enters into the Agreement with the Owner.

"Insurance Policies" means those policies required pursuant to Section 14 of the General Conditions.

"PROJECT/PROPERTY MANAGER" shall mean the Project or Property Manager of the Capital Region Housing Corporation or the authorized representative as designated to the Contractor at the pre-construction meeting.

"Overhead" means the percentage which the Contractor may add to the price of materials incorporated into the Work as described in Section 24 of the General Conditions and shall include supervision, insurance, office accommodations, clerical and all other expenses incurred by the Contractor in relation to the work.

"Owner" shall mean the CAPITAL REGION HOUSING CORPORATION (CRHC).

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

"Working Days" shall be defined as the normal working hours of the Capital Region Housing Corporation which is five (5) days/week (8:00 a.m. to 5:00 p.m.) and excludes all legal holidays.

In this Contract, a reference to the Capital Region Housing Corporation or the Contractor includes their elected and appointed officers, employees, servants and agents.

3. TERM OF THE CONTRACT

The term of this Contract shall be for a period of THREE (3) YEARS, commencing February ___, 2018 to January 31, 2021.

4. FINAL INSPECTION AND HAND-OVER

Four weeks prior to the completion of the contract, notification must be given to the Corporation in writing, signifying that all the properties have been inspected and meet the standard requirements of the Contract and are ready for a final inspection. At that time CRHC will carry out a final inspection. Where deficiencies are noted, appropriate corrections must be made before final acceptance. General maintenance as specified will be required between final inspection and actual hand-over.

5. RENEWAL OPTION

(a) The Housing Corporation shall, at its discretion, have the right to renew the Contract for one additional TWO (2) year term and any increase in the contract price at the time of renewal shall be negotiated between the Corporation and the Contractor.

(b) Any such renewal shall be exercised not later than sixty (60) days prior to the expiry of the preceding term as set out above in Clause 3.

6. PAYMENT

CRHC has implemented direct deposit payment (EFT) that requires all Contractors to set up direct deposits as the method of receiving payments from CRHC.

(a) Standard payment terms for the first monthly servicing invoice and any time additional work is performed are Net 30 Days from the receipt of invoice for fully completed work, any other payment terms shall require approval from CRHC.

(b) CRHC may coordinate reoccurring Monthly Servicing payments to be deposited on the first business day of the month that the work is to occur in. If implemented the Contract would no longer issue invoices for monthly services. Invoices would still be required for any additional work requested by the Owner or the Property Manager. See Change Order and Payment for details.

(c) CRHC prefers to receive invoicing in pdf format, electronically via CRHCAccountspayable@crd.bc.ca
Each invoice shall contain at a minimum the following:

- CRHC's site name, address
- The required submittal documentation for monthly servicing
- Contract Agreement Reference Number – 164/18
- Date of service
- Date of invoice
- Total amount of invoice before taxes

7. NORMAL HOURS OF WORK

The normal hours of work shall be a maximum of eight (8) hours per day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. No work shall be done at other times or on legal holidays except to carry out such work as is necessary for the proper care and protection of the work already performed, or in case of emergency, or in special cases that the Contractor has requested in writing and the Project/Property Manager has approved in writing. Inspection or site personnel will be provided by the Owner between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. If the Contractor elects to work outside these hours he must first make arrangements to do so in writing with the Project/Property Manager (email accepted). The additional cost (if any) of personnel by the Owner outside the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday shall be refunded by the Contractor to the Owner.

The work must be carried out on an established schedule which is communicated to the Owner. If that schedule changes the Contractor is to contact the Owner and provide an update at least seven (7) business days in advance of the change being in effect.

8. EXISTING UTILITIES

The Contractor shall locate all existing utilities and service connections and shall preserve and protect them from damage. Measurements and locations of utilities and structures, shown on any Drawings, are compiled from the most reliable data available, but are not guaranteed to be accurate and complete. All such measurements, locations and any plans and descriptions, verbal or otherwise, are intended only as an aid to the Contractor.

The Contractor is to use existing 'House' utilities only as designated by the Owners site staff. At no time is the Contractor to use electrical or water facilities that are located within a designated space for exclusive use by one or more of the tenants. Discuss available utilities with the Owner prior to bidding, if a concern.

9. LOSS OR DAMAGE

The Contractor will be solely responsible for all loss or damage to material and equipment at the job site. If any loss or damage occurs, the Contractor shall report it to the Owner, verbally or in writing, without delay. The Contractor shall immediately make good any such loss or damage at his own expense that is associated with the work or in relation to it and or caused by their staff.

10. NOISE

As these are residential communities, the Contractor shall not cause or permit excessive noise on the properties during the entire length of time required to carry out the work. Without limiting the foregoing, the Contractor shall at all times strictly comply with any applicable bylaws relating to or regulating noise.

11. REGULATIONS AND PERMITS

(a) The Contractor shall execute the work in a lawful manner, and shall pay any and all fees payable to any public body or officer or to any person in respect of the fulfilment of the work.

(b) The Contractor shall conform to all requirements and regulations of all public bodies having jurisdiction.

(c) The Contractor shall be in good standing with the Workers' Compensation Board and produce documentation to this effect prior to commencement of work.

12. PUBLIC SAFETY

(a) The Contractor shall provide sufficient barricades, safety guards and traffic controls to effectively warn and protect the public from any danger resulting from the work being done.

(b) No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, or in such a manner that it creates a hazard to the public at the end of each day's work or at other times when construction operations are suspended.

13. WARRANTY

The Contractor shall guarantee to maintain the work against any defects arising from faulty installation, faulty materials supplied under the Contract or faulty workmanship which may appear within one (1) year of the Notice of Substantial Completion.

The Contractor shall make all repairs or replacements necessary by reason of defects in materials or workmanship supplied, installed or carried out under this Contract, and bear the cost of any damage to other works resulting from such defects, which become known prior to one (1) year after Notice of Substantial Completion.

14. INDEMNITY AND RELEASE BY CONTRACTOR

(a) The Contractor shall indemnify, release and save harmless the Owner and its Directors, Officers, Employees, Consultants, Successors and Assigns (collectively the "Indemnities") from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every kind brought or recovered against any of the Indemnities at any time by reason of any act or omission of the Contractor, his subcontractors, agents or employees arising out of the entering of the Contract or the carrying out of the work, whether on lands owned by the Owner and whether or not arising from statutory liability.

(b) The Contractor shall compensate CRHC for any loss of, or damage to, the Corporation's or tenants' premises or property, arising out of the performance or non-performance of the Work whether or not such loss arises from causes beyond his control.

15. INSURANCE

(a) The Contractor shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the Owner with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

i) Commercial General Liability Insurance

- The Contractor shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed or non-owned vehicle and attached equipment operations; and
- this insurance shall be an all risk, occurrence based policy with a THREE MILLION DOLLAR ($3,000,000.00) minimum limit on an occurrence basis; and
- the Owner shall be named as an additional insured; and
- this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and
- all such polices shall provide that no cancellation or material alteration in the policy shall become effective until THIRTY (30) CALENDAR DAYS after written notice of such cancellation, or alteration has been given to the Owner; and
- the Contractor shall provide the Owner with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

ii) Automobile Insurance

The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) per occurrence in respect of all vehicles owned, non-owned and / or operated by the Contractor in connection with this agreement.

iii) Property Insurance

- If applicable, the Contractor agrees to provide all risk property insurance in a form acceptable to the Owner inclusive of fire, theft and flooding, in respect of the Contractor's personal property and all machinery, equipment, property, and improvements owned or installed by the Contractor on the License Area; and
- this policy shall contain a waiver of subrogation clause in the favour of the Owner.

(b) The Contractor shall require that each of his Sub-contractors provide evidence of comparable insurance in the name of the Sub-contractor to that set forth under this schedule.

(c) Any deductible amounts in the foregoing insurance which are payable by the policy holder shall be in an amount acceptable to the Owner.

(d) Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.

(e) The Owner may take out and maintain the insurance required by this agreement at the cost of the Contractor if the Contractor is in default under this Agreement.

16. WORKERS' COMPENSATION

The Contractor shall ensure that the work is carried out in conformity with the *Workers' Compensation Act*, as amended, as regards employee coverage and benefits and safety regulations.

17. RELEASE OF PROJECT/PROPERTY MANAGER

Approval by the Project/Property Manager or authorized representative of any drawing, specification or method of work proposed by the Contractor shall be made without any assumption of risk or liability by the Owner and its Board, Employees and Consultants (collectively the "Indemnities") and the Contractor shall release and indemnify the Indemnities from and against any claim arising out of any loss or damage suffered by the Contractor in reliance on such approval.

18. OWNER'S RIGHT TO CORRECT DEFICIENCIES

(a) Upon failure of the Contractor to perform the Work in accordance with this Agreement, and after one (1) week notice to the Contractor, or without notice if any emergency or danger to the Work, the environment or public exists, CRHC may, without prejudice to any other remedy he may have, correct such deficiencies. The cost of work performed by the owner in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

(b) CRHC may decrease the amount of the monthly payment when, in his opinion, the Contractor has failed to execute any part of the Work in accordance with the terms of the Contract. Such a decrease in a payment will constitute a decrease in the contract amount. No decrease in payment will be made without notification in writing, to the Contractor, which notification shall state the reasons for any reduction.

19. COMPLETION BY CAPITAL REGION HOUSING CORPORATION

Upon breach by the Contractor of any term or condition of this Contract, or should the Contractor become insolvent or commit any act of bankruptcy the Owner may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the Work or any part thereof and the Owner shall not be liable for any loss which the Contractor may sustain as a result.

20. DISPUTES

If any dispute arises between the Owner and the Contractor as to their rights and obligations under this Contract, either of them may give to the other written notice of such dispute and may request arbitration thereof. The parties may agree to submit the matter in dispute to arbitration and such arbitration shall be carried out in accordance with the provisions of the *Commercial Arbitration Act (BC)* as amended.

21. TERMINATION OF CONTRACT BY OWNER

This Contract may be terminated upon the occurrence of any of the following:

a) Where CRHC no longer manages or owns the site;

b) Where the Contractor, despite second written notice thereof, persists in rendering services unacceptable to CRHC, or fails to abide by the terms and conditions of this Contract; or

c) Where the Contractor becomes insolvent, is declared bankrupt, or commits an act of bankruptcy.

By reasonable notice addressed to the Contractor at their last address, CRHC may terminate a contract effective the day put forth in the notice. If such day is not the last day of a contract month, payment for such Contract will be apportioned.

22. NOTICES

All communication in writing between the parties or between the Contractor and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the corporation for whom they are intended as per the following delivery schedule conditions:

(a) By hand – on the date of delivery of the communication
(b) By email – ONE (1) CALENDAR DAY following date of the communication or upon the date of the electronic receipt; whichever is shortest.
(c) By facsimile – ONE (1) CALENDAR DAY following date of the communication
(d) By registered mail – THREE (3) CALENDAR DAYS following date of the communication
(e) By regular mail – SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

23. COMPLIANCE WITH LAW AND FEES

The Contractor shall comply with all applicable statutes, regulations, by-laws and orders made pursuant to law and shall be responsible for payment of all taxes, licence and permit fees applicable to the Contract. Local bylaws pertaining to noise, particularly from vehicles travelling to and from the job site, will be strictly enforced.

24. WAIVER

No waiver of the terms and conditions of this Contract by the Owner shall be valid unless in writing and executed by the parties to the Contract.

25. CHANGE IN SCOPE/ CHANGE ORDER WORK

The Project/Property Manager may, in writing by change order request additional work, or materials, or things, not covered by the Contract, to be done or provided, or the whole or any portion of the works to be dispensed with, or any changes to service levels or frequency to be made which he may deem expedient, in or in respect of the works hereby contracted for, or the plans or dimensions, character, quantity, quality, description, location, or position of the works, or any portion or portions thereof, or in any products or things connected therewith, or used or intended to be used therein, or any other thing connected with the works, whether or not the effect of such orders is to increase or diminish the work to be done, or the products or things to be provided, or the cost of doing or providing the same, and the Project/Property Manager may specify the time or times within which such order shall be complied with.

26. PAYMENT FOR CHANGE ORDER WORK

Payment or credit for any alterations made pursuant to a change order shall be by unit prices or combinations of unit prices listed in the Tender Form, or by a unit rate or lump sum acceptable to the parties, or if the amount of payment cannot be agreed upon prior to the beginning of the work, payment will be made for documented costs of:

(a) The actual cost of the material incorporated into the work as evidenced by invoice, plus ten percent (10%) overhead;

(b) The actual cost of labour and equipment to perform the extra work at hourly rates agreeable to all parties. The hourly rates shall include a maximum of ten percent (10%) overhead and five percent (5%) profit;

(c) The cost of small tools, superintendence, clerical work, workers compensation, holiday pay, unemployment insurance, pension payments and all other expenses shall be included in the hourly rates;

(d) Rental of equipment will be paid for at the going rate for similar equipment in the Victoria area;

(e) Any other cost to the Contractor as authorized in writing by the Project/Property Manager; and

(f) Payment for work described in the change order will be paid at similar rates as described in the Schedule of Prices, Transition Plan Prices and/or Additional Unit Prices.

27. EFFECT OF CHANGE ORDER WORK

No compensation shall be allowed to the Contractor for any loss of anticipated profits resulting from the issuance of written instructions to perform work described in the change order and shall not constitute a claim for an extension of time to the Contract, unless predetermined at the time of its approval.

28. GOODS AND SERVICES TAX (GST)

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

29. PATENT FEES

The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract and shall indemnify and hold the Owner forever harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or alleged infringement of a patent by the Contractor.

30. SAFETY REQUIREMENTS

By agreeing to be the designated Prime Contractor, the Contractor agrees to the following:

The Contractor is the Prime Contractor as defined in Part 3 of the *Workers' Compensation Act* of the Province of British Columbia and shall note this fact on any Notice of Project submitted to WorkSafeBC.

Notwithstanding the above, the Owner may from time to time assign the responsibilities of Prime Contractor to another contractor in writing. When a contractor has been assigned the obligations of Prime Contractor, the contractor will become the Prime Contractor and will be required to comply with all of the regulatory requirements for Prime Contractor. Compensation for performing the requirements of Prime Contractor will only be considered when the Owner did not previously disclose these obligations.

The Contractor shall comply with the provisions and amendments thereto of the *Workers' Compensation Act* of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional and municipal laws, Owner's policies and procedures, ordinances, codes and regulations. Where any of these are in conflict the more stringent shall be followed.

The Contractor is responsible to assess the scope of work, project site and surrounding environment and determine if hazards exist.

The Contractor is responsible for all functions related to the coordination of the health and safety activities at the job site in accordance with the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation and the amendments thereto. This requirement shall apply during the Contract period and not be limited to normal working hours. The Contractor will ensure that their staff does not work alone at any CRHC site, at any time.

Throughout the duration of the project the Contractor will ensure that all workers on site are complying with *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation. This will include periodic inspections of the workplace and follow through with documentation of actions taken.

The Contractor will post at the site the name of the qualified Workplace Safety Coordinator, a site drawing showing the boundaries of the Prime Contractor's area of responsibility, with project layout, first aid location, emergency transportation provisions and the evacuation marshalling points.

The Contractor will ensure a copy of the site-specific safety program, written procedures designed to protect the health and safety of workers at the site and the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation are available on site.

The Contractor will ensure that the person who is appointed as the Workplace Safety Coordinator is qualified, by reason of a combination of training, education and experience to perform the required duties effectively.

When conditions or activities on the site affect the workers of more than one employer, or where there are overlapping or adjoining work activities by two or more employers, the Contractor will ensure that the Workplace Safety Coordinator coordinates the occupational health and safety activities at the site.

The Contractor will alert all workers to all reasonably foreseeable hazards to which they are likely to be exposed.

The Contractor will hold meetings as often as necessary with the other contractors on the site to discuss hazards, overlapping work, scheduling, work sequencing and the controls that are in place to reduce the risk to workers.

The Contractor will also hold weekly "tailgate" meetings with all workers to alert them to the sequence of work and the hazards being created by the work. Accidents and near misses will be discussed as well as the procedures in place to reduce the risk to workers.

The Workplace Safety Coordinator will conduct weekly safety inspections to ensure all contractors are meeting their contractual obligations and not allowing unsafe conditions to develop.

In an emergency affecting the safety of life, or of the works, or of adjoining property, the Contractor, without the necessity of authorization from the Project/Property Manager, shall act in a responsible manner to prevent loss or injury.

The Contractor shall satisfy the Project/Property Manager that a jobsite specific construction safety program has been developed in accordance with the WorkSafeBC Occupational Health and Safety Regulation, and safe work practices and procedures of WorkSafeBC, and shall incorporate all of the Owner's site requirements and restrictions.

The Contractor shall provide the Project/Property Manager, prior to commencement of the work, the Material Safety Data Sheets and site specific precautions for the application of all controlled chemical products including any products that require local or general ventilation control.

The Contractor shall, without further order, provide and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, signal lights and traffic control persons as are necessary to ensure the safety of the public and those engaged in the work. All work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic and access to commercial and other private property and the Contractor shall, without further order, provide and maintain at all times during the progress or suspension of work, signs as are necessary to advise the public of access to commercial property.

Where work requiring the use of cranes or large equipment is to be carried out and the limits of approach to power lines could be violated, the Contractor shall prepare and submit to the Project/Property Manager, prior to starting the work, a detailed written work procedure prepared in consultation with the site foreman and superintendent.

Work in confined spaces will be performed in accordance with the WorkSafeBC Occupational Health and Safety Regulation. Prior to commencement of work, the Contractor shall submit a copy of their confined space entry program including written confirmation of training and instruction of confined space personnel.

Any notice of violation issued to the Contractor, Sub-contractor, other worksite employer or worker by the Workers' Compensation Board for non-compliance of WorkSafeBC Occupational Health and Safety Regulations shall be considered a breach of Contract and may result in termination or suspension of the Contract and/or any other actions deemed appropriate, all at the discretion of the Owner.

In all cases, the Contractor shall provide the means of summoning first aid services to their respective places of work. If the Contractor is permitted to work outside the normal working hours, the provision of first aid services shall be the responsibility of the Contractor and must conform to the first aid section of the WorkSafeBC Occupational Health and Safety Regulation for high risk workplaces.

THE SPECIFICATIONS

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

SPECIFICATIONS

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CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

SPECIFICATIONS

31. GENERAL

The purpose of this Tender is to select a qualified, capable and reliable Landscape Contractor to supply all labour, supervision, materials, plant, equipment, storage, vehicles, delivery and all other services required by the Contractor to maintain the landscaping at CRHC's multi-family residential locations known as the 'WEST' Portfolio. The list of locations may change occasionally through amendment or a contract resulted from this opportunity.

The Canadian Landscape Standards will provide guidance to the full service landscaping which will be applied to the entire site, including planted areas, grassed areas, planters, sidewalks, parking areas, boulevards, at fencing but excluding enclosed tenant front and/or rear lawns and tenant flower beds at townhouse sites except for those areas specified in **Section 44. Execution (i) i) f), page 46**.

(a) BACKGROUND

The CRHC develops, manages and promotes affordable housing for low and moderate income families, seniors and persons living with disabilities. As Landlords and as members of various communities, we value being good neighbours, maintaining curb appeal at our sites, providing satisfaction to our tenants and caring for plant health while protecting our investments (plantings, trees, buildings and fixtures). Therefore CRHC would like to work with a Landscape Contractor who can provide full services to meet the demands of the varied site sizes, their geographical locations and recognize these properties as the homes of our tenants. This includes respecting their varied interest in participating in gardening which can change from time to time due to aging, mobility &/or tenancy changes.

(b) LOCATION OF THE WORK:

Currently the WEST Portfolio contains 24 properties located throughout the Capital Regional District, on Vancouver Island; of those 23 receive landscape maintenance services. These properties contain a mix of seniors' apartment buildings and family townhouse sites, with construction or renovation dates ranging from 1983 to 2008. Many of the older sites have quite mature landscape, some have more wooded or natural areas than others. (ie. Firgove) One has garden beds on the second floor common area that are included. (Parry) Tenant gardening is very active at some sites and can include raised garden beds at apartment buildings, potted plantings or designated garden areas.

'WEST' Property Manager: Steve Leckie 250-360-3380

Property Locations arranged in a drive order list: For contact details see the Schedule of Prices, pg. 10

1. OAKWINDS – 1311 Hillside/1250 Kings Road
2. CLOVERHURST – 955 Cloverdale
3. AMBERLEA – 3330 Glasgow Avenue
4. CASTANEA PLACE – 2860 Quadra / 2840 Gillie Place
5. KINGS PLACE – 1070 Kings Road
6. HAMLET – 2620 Shakespeare Street
7. GLADSTONE – 1320 Gladstone
8. CALEDONIA – 1211 Gladstone
9. CAMOSUN PLACE – 1530 Camosun Street
10. VILLAGE ON THE GREEN - 1132 Johnson Street

11. JAMES YATES GARDENS - 1150 Yates Street
12. THE TERRACES - 1635 Oak Bay Avenue
13. ROTARY HOUSE - 1855 Quadra Street
14. PARRY PLACE – 408 Parry Street
15. HARBOUR LANE – 314/324 Kingston/ 515 Pendray
16. MARGARET LAURENCE HOUSE - 302 Kingston Road **Note: site spans corner of Kingston and Pendray)
17. SPRINGTIDE – 270 Russel Street
18. FIRGROVE - 921 Devonshire Rd & 741-747-755 Lampson
19. LEBLOND PLACE – 390 Waterfront Cres/2980 Jutland/2981 Jackladder
20. HEATHERS – 3169 Tillicum Road
21. TILLICUM STATION – 275/285 Hampton & 3210/3240 Albina
22. PORTAGE PLACE - 210 Island Highway
23. BROCK PLACE – 882 Brock Avenue, Victoria, BC

(b) STAFF & CHARACTER OF WORKERS:

i) Any supervisor or worker employed by the Contractor or subcontractor who, in the opinion of the Property Manager, does not perform his/her work in a skilful, respectful manner shall, at the written request of the Property Manager, be removed from the site of the work immediately and shall not be employed again in any portion of the work without the approval of the Property Manager.

ii) All workers are to be tactful and courteous in dealing with the public and Tenants

iii) **Smoking is not permitted on any of the properties owned or managed by CRHC.**

(c) PROTECTION:

i) The Contractor shall adequately protect from damage, all existing horticultural and non-horticultural elements of CRHC, their tenants, and all adjacent neighbours during the course of the maintenance work. This includes but is not limited to – trees, shrubs, perennials, annuals, soils and water bodies, site services, curbs, paving, structures/finishes/fence posts, windows, sprinkler heads, hose bibs, parked vehicles, furniture, toys, bikes etc. When damage does occur, it shall be documented and reported immediately to the site caretaker &/or Property Manager, verbally or in writing.

The Contractor shall be responsible for and shall make good any damage whatsoever to CRHC and/or tenant or neighbouring property resulting from any act or omission of the Contractor and/or the Contractor's agents or employees, in the performance of this work. If any damage is not made good satisfactorily, Capital Region Housing Corporation will rectify the damage(s) and deduct the costs from the payment to the Contractor.

ii) The Contractor will carefully relocate and then restore tenant belongings to original locations the same day when mowing or working in tenant yards. Items in the way will not be reason for work not being completed. Communication with the site caretaker will allow for communication and cooperation with the tenants.

iii) All equipment and supplies shall be securely stored and locked when not in use to prevent access to the balconies, roofs or through windows by other parties than the Contractor.

iv) The Contractor is to take appropriate measures to ensure that no spillage of fuels, toxic materials, or other toxic wastes occur. Ensure that containment facilities and clean up equipment or supplies are available and utilized onsite where and when they are required. This is to include the protection of waterways and storm drains as required by the CRD or Municipal Storm Water & Watercourse Protection By-Laws.

v) Toxic or waste materials, fuels, fertilizers and other materials shall be disposed of in accordance with municipal, provincial and federal regulations and in a manner acceptable to the Owner.

(d) CLEAN UP

i) The contractor shall be responsible on the same day of each visit for the removal or off-site disposal of all debris, leaves, tarps, equipment, etc. generated by maintenance work.

ii) Raking of leaves, branches, general litter, etcetera, and the cleaning up of the entire grounds are part of the general grounds maintenance. Blowing or otherwise disposing of said debris on adjacent properties, sidewalks or roadways is not permitted. All debris, lawn cutting, leaves, etc., generated by maintenance work shall be removed from the site on the same day the work is completed. Caution to be taken when blowing around the front doors of tenant units so as not to blow grit and debris under the weather stop.

32. SCOPE OF WORK

(a) The Work includes, but is not necessarily limited to the following:

i) To plan, schedule and carry out the maintenance of the landscaping on all areas of each site as outlined, to the agreed upon appearance and maintenance standards as specified in this agreement.

ii) To respond to seasonal and environmental conditions to ensure optimal health of all horticultural elements. Ex. Fertilizer programs, liming etc.

iii) To maintain accurate maintenance logs of all work carried out on each site and to make that log available to the Owner, upon request.

iv) To maintain clear communication with the Owner at all times and to agree to meet with the Owner/Tenant Representative(s)/Authorized Representative at predetermined times throughout the Term of this Contract to ensure that any changes, adjustments and/or requests can be understood, considered &/or implemented.

v) To provide clear, complete and timely reports, at predetermined intervals, as set out by this Agreement.

vi) To ensure sites are ready for final sign off and handover at the end of the Agreement.

(b) The Contractor shall provide all permits, materials, equipment, supervision and labour necessary to execute the contract.

33. REFERENCE STANDARDS AND REGULATIONS

(a) Canadian Landscape Standard (2016)

(b) BC Integrated Pest Management Act

(c) BC Plant Protection Act

(d) Field Guide to Noxious Weeds and Other Selected Invasive Plants of British Columbia, Ministry of Agriculture and Lands.

(e) CRISP – Capital Region Invasive Species Partnership

(f) CRD &/or the Municipal Storm Water & Watercourse Protection By-Law

34. QUALITY ASSURANCE

(a) The Contractor shall maintain a qualified landscape crew throughout the duration of the work, including the insurance that qualified, informed, competent supervision takes place on the site for the duration of the work.

(b) Qualified landscape personnel shall be skilled (training, experience or combination of both) to complete the work assigned to them. Supervisors shall be 'qualified professionals'; demonstrating expertise at supervising landscape projects & crews. Qualified Professionals includes training or recognized certification, such as Diploma or Certificate in Horticulture, Landscape Horticultural Journeyperson with a Certificate of Qualification by the Industry Training Authority of BC, Certified Horticulturalist (CLH, CLP, CHT) or an ISA certified Arborist.

(c) All work, including maintenance work, shall be carried out to the requirements of the contract specification and cited standards.

(d) The Contractor agrees to exercise good public relations in exercising his/her authority under this Agreement.

35. QUERIES

(a) Site or Works queries shall be directed to:
Mr. Steve Leckie, Property Manager, Facilities and Maintenance
Phone: (250) 360-3380
Email: sleckie@crd.bc.ca

(b) All Contractual queries shall be directed to:
Ms. Sharon Grigg, Senior Property Manager - Procurement & Asset Services
Capital Region Housing Corporation
Phone: (250) 360-3374
Fax: (250) 361-4970
Email: sgrigg@crd.bc.ca

36. INSPECTIONS

Regular inspections will be made by CRHC or its Authorized Representative, who will decide whether or not the Work is satisfactory. Upon receiving written notice of the deficiencies the contractor has 5 working days to remedy the deficiency or CRHC will exercise their rights under (18.) Owners' Right to Correct Deficiencies. From time to time, the Owner may request the Contractor to accompany them on these inspections.

37. PROJECT DELIVERY AND STORAGE

(a) Delivery, storage and handling of materials and equipment are the responsibility of the Contractor. All waste materials are to be removed daily, become the property of the Contractor and must be disposed of in conformance with Municipal, Provincial, Federal and WorkSafeBC requirements. Use of Housing Corporation receptacles on site by the Contractor is not permitted. The Contractor shall not unreasonably encumber the site with materials or equipment. Contractor and their staff are to maintain a safe worksite and

ensure the safety of persons at or near the worksite while performing work.

(b) Products shall be delivered to the job site in the original, unopened containers bearing the Manufacturer's name, product designation, batch number and applicable precaution labels. Store so as to prevent damage in a cool dry environment. Submit MSDS documentation to the Property Manager prior to delivery to Housing Corporation property. Only materials used on this project are to be stored on site.

(c) Make good all damage to this place of storage and its surrounding upon completion.

38. PRE-COMMENCEMENT CONFERENCE

(a) Tenant engagement is a value of the Capital Region Housing Corporation. The Owner will convene a meeting with the Contractor prior to the commencing of the work. Attendance of the Contractor, including supervisors, the Owner and identified tenants will be required. The meeting will be convened so that the tenants can share areas of concern to them and suggest ideas for improvement. At this same time, review conditions, procedures, schedules and coordination with related work.

(b) Commencement of the work or any part thereof constitutes acceptance of existing conditions and means dimensions, elevations and utilities have been considered, verified &/or identified and are acceptable to proceed.

39. SCHEDULING

(a) The Contractor shall organize the operations schedule to ensure that the details of the specifications and standards are carried out to the requirements of the maintenance schedule/work plan.

(b) The Contractor will provide the Owner with a schedule outlining which sites will be visited on which day of the week, indicating frequency to ensure the level of service agreed to under this Agreement is to be met. The Contractor will communicate changes in schedule with the site caretaker on the same day they are to occur, if they will be missed or moved; in the event the caretaker intended to meet the crew on site. If the site schedule is permanently adjusted, a new schedule is to be provided to the Property Manager in writing, as early as possible so as to communicate clearly the change of schedule.

(c) Scheduling of work shall be organized to ensure optimum environmental protection for the work being undertaken.

(d) The work schedule is to be coordinated with the Owner's schedule and the scheduling of other projects or trades on-site to ensure clear communication. (Fertilizing times, Pruning, Exterior Painting, Fencing Work etc)

40. REPORTING AND DOCUMENTATION

(a) At each maintenance visit, the Contractor's personnel should record in a logbook the operations carried out, damage to horticultural and non-horticultural elements, materials use, and any conditions that require attention or monitoring. The site maintenance logs are to be available to the Owner upon request.

(b) Where conditions require immediate attention they shall be reported to the Owner/West Portfolio Property Manager immediately. This includes dangerous or potentially dangerous situations that the Contractor becomes aware of.

(c) Deterioration of any element of the site shall be documented and reported as observed. Damage to property site elements or the environment shall be documented and reported, and should be promptly and completely repaired if attributed to the Contractors actions, knowingly or unknowingly.

(d) The Contractor should inspect and record the site conditions regularly, adjusting maintenance operations to suit the observed conditions.

41. SAMPLING, TESTING AND CERTIFICATION

(a) Testing of growing mediums shall occur prior to formulating a fertilizer program at the start of the contract, to determine exact fertilizer and/or lime requirements. It shall occur again at the start of the second term, if the renewal option is exercised.

(b) Testing of growing medium outside of the times mentioned in 42.(a) is to be conducted with the approval of the Property Manager only. It is to be used for diagnostic purposes or understanding problems that are encountered. Costs for sampling outside of the initial term requirements are to follow the change order process; Section 25.

(c) A recognized testing laboratory, using standard methods shall conduct growing medium testing. Test results should be expressed in consistent form, units and format. Preferred soil testing to be completed by Pacific Soil Analysis Inc., #5-11720 Voyager Way, Richmond, BC V6X 3G9, Phone: 604-273-8226. Use of a different testing facility will require written approval of the Owner in advance of the testing.

42. INSECT PESTS, DISEASE, INVASIVE AND NOXIOUS PLANT CONTROL

(a) Inspections for growth of invasive and noxious plants should be ongoing with frequent/regular maintenance clearing being completed, if they appear.

(b) The Contractor will use the principles of Integrated Pest Management (IPM), Plant Health Care (PHC) and CRISP – Capital Region Invasive Species Partnerships when controlling insect pests, disease, and invasive and noxious plants. All control methods employed shall be limited to those allowed by provincial and municipal bylaw and regulation.

(b) Horticultural elements or areas impacted by such as these, are to be reported to the Property Manager immediately, if regular maintenance clearing is not addressing the control. The Contractor is to indicate the nature of the problem, the proposed solution/response and any additional costs, if required. No reactive work other than clearing is to be carried out without prior communication &/or approval of the Property Manager.

43. MATERIALS, EQUIPMENT AND SUPPLIES

The Contractor shall supply all labour, material, tools, and equipment necessary to execute the Work satisfactorily, including but not limited to; mowers, hand tools, power tools, hoses, sprinklers, disposal bags, fertilizer, spreaders, wheel barrow, ladders, step ladders, etc. All equipment and products shall be as per the manufacturer's recommendations taking into account the need to protect all horticultural and non-horticultural elements of the site.

(a) All products and materials used in the term of this contract shall meet all requirements of the Canadian Landscape Standard and or the Specification of where they are being utilized or applied.

(b) All equipment shall be suited to the work at hand and shall be clean, maintained in good condition and well-adjusted and accurately calibrated. Safety devices and guards shall be in place and functioning at all times.

(c) All equipment shall be cleaned between sites to prevent the spread of plant disease and invasive or noxious weed seeds or reproductive parts. Cleaning of hand tools, pruning or cutting tools is required between each plant if disease is suspected or probable.

44. EXECUTION

(a) MAINTENANCE, GENERAL

Landscape maintenance services to keep all areas free of debris, litter, weeds and dead plant materials will be applied to the entire site, including planted areas, grassed areas, planters (internal and external), sidewalks, parking areas, boulevards, at fencing but excluding enclosed tenant front and/or rear lawns and tenant flower beds at townhouse sites except for those areas specified in **Section 44. Execution (i) i) f), page 46.**

i) Appearance Standards – The general appearance standard will be such that curb appeal at our sites is maintained to the selected maintenance level, which will be confirmed at the commencement of the Term. See applicable Canadian Landscape Standard Table T-14.3 Level 3 "moderate" or Table T-14.2 Level 2 "groomed".

ii) Maintenance Level – Procedures and frequencies will be determined by Table T-14.17 or Table T-14.16.

(b) WATER AND IRRIGATION

i) Landscape Contractor is responsible for verifying the location of all underground irrigation and services to minimize risk of damage during the delivery of the services.

ii) The Landscape Contractor is to report any signs of under watering, overwatering or pooling that could indicate that an adjustment is required in the system or that there is a leak.

iii) At sites where underground sprinkler systems exist, the Owner will work with a qualified irrigation sprinkler contractor to start the system up in the spring, ensure that it is maintained in good repair and winterize the system by mid-autumn.

iv) If the Landscape Contractor plants new plantings, they will be required to ensure watering is maintained when the underground system is not available or does not function in that area for a minimum of 2 years to ensure establishment and good health is maintained.

(c) FERTILIZING

i) Testing results should be reviewed prior to formulating a fertilizer program.
ii) See Table T-14.17 or Table T-14.16, depending on selected level to determine frequency.
iii) Fertilizers should only be applied to provide plants with nutrients necessary to obtain a desired healthy rate of growth and quality of plant where nutrients are not naturally available in the growing medium. Then applied prior to the period when plant nutrient requirements are at their highest.
iv) Each application shall be at the rate specified by the manufacturer.
v) Submit a lawn fertilizing schedule, provide the product name and MSDS sheets to CRHC, two weeks in advance of applying any such products.

(d) CULTIVATING

i) Table T-14.17 or Table T-14.16, depending on selected level to determine frequency.
ii) Cultivation of soil should be carried out as necessary in ornamental and display beds to reduce invasive plant growth, to improve air and water penetration and improve the appearance of the planting area.
iii) Depth of cultivation is vary each time it is performed and is determined by the type of growing medium and plant materials and should be done without causing damage to the roots of desirable plants.

(e) MULCHING

i) Mulching should be done for the health of the beds to reduce compaction, improve water retention, discourage the growth of weeds and invasive plantings, help maintain soil temperatures and improve the finished appearance. Therefore it should not be applied too early in the spring before the ground has warmed up.
ii) Mulching material type is to be an organic mulch - 'composted bark'. This bark shall be reasonably free of invasive and noxious plant material or their reproductive parts, all soil, stones, roots or other extraneous matter.
iii) Mulching is to be applied to planting beds once within the first year of the first term of the contract. It is to be applied once within the first year of the second term, if a renewal term is selected.
iv) Recommended depth of mulch is to 5cm (2in), being mindful of size of planting and to be kept at 3" minimum below stucco and wood wall finishes. Periodically the mulch is to be raked to ensure its intended depth and uniformity is maintained. If renewal option is selected, existing mulch to be hand-raked to remove surface debris and new mulch applied to a total mulch depth of 5 cm (2 in).
v) Attention is required to ensure that mulch is 10 cm (4in) away from tree trunks and 5 cm (2in) away from the base of the shrubs.

(f) WEEDS AND INVASIVE PLANT CONTROL

i) Definitions for 'weed', 'invasive plant' and 'noxious weeds' are found in Section 13.3.7 of the Canadian Landscape Standard. Table T-14.12 Weed control standards, outlines the appropriate control standards for the maintenance level selected. The Landscape Contractor is to reference those tables when determining the approach to weed control on the sites.
ii) For further details regarding invasive plant control and noxious weeds can be found in Section 43 of this document.
iii) Weed control on lawns: No herbicide applications will be required or permitted on the lawns.

iv) Mechanical control of vegetation, to be used on sidewalk expansion joints, pavement cracks and building perimeter line, including fences and walls. Resulting weeds must be removed from site. Chemical removal is only permitted when mechanical removal is not practical and demonstrated satisfactorily to CRHC. Prior approval for chemical treatment must be obtained by CRHC. Current approved product is EcoClear.

(g) TREES

i) Edge trees and shrubs that are surrounded by grass to a size appropriate to suit trees and shrubs and keep weed-free. Mechanical edge to contain mulch.

ii) Opportunistic growth at base of tree or in other locations is to be removed prior to its establishment.

iii) Tree stabilization that is no longer required is to be removed under direction of the Property Manager.

(h) PRUNING – TREES, SHRUBS AND PLANTINGS

i) Pruning should be such that plant parts are removed to maintain or improve plant structure and to improve plant health or function of the plant in the landscape and under the supervision of, a qualified profession.

ii) Pruning (including tenants exclusive use yards) is to be carried out in accordance to the maintenance level selected to maintain the appearance standard.

iii) Pruning is to be done at the appropriate time of year for each plant species and location, using tools that are appropriate for the job intended being in a well maintained, sharp and clean condition. (Section 44).

iv) Pruning is to occur to ensure that all required clearances from buildings, fixtures, signage, windows, walkways and driveways is maintained, at all times, throughout the year.

v) Deciduous trees, ornamental trees and flowering trees to be hand pruned only to remove dead, damaged or diseased branches and to direct growth and to correct structural weaknesses. Acceptable practises are to be applied to preserve the natural character and structure of the plant while reducing intrusion upon use areas (vehicular and pedestrian traffic areas, to maintain growth no closer than edge of walkway and rear side of curbing to 8' vertically from all other manmade structures maintain a minimum clearance of 12" horizontally to 8' vertically). Branches that may be of a safety concern to tenants and landscaping staff may be removed by the contractor after an approved request to Corporation Staff.

vi) Broadleaf evergreens, coniferous evergreens and deciduous shrubs to be hand pruned to only to remove dead, damaged or diseased branches and to direct growth and to correct structural weaknesses, to contain size in order to reduce or minimize intrusion upon use areas. Shearing is only permitted for trees that have historically been sheared because of intrusion into use areas (pedestrian traffic and vehicular drives (traffic)). Branches that may be of a safety concern to tenants and landscaping staff may be removed by the contractor after an approved request to Corporation staff.

vii) Hedges are to be sheared to shape and be kept a minimum of 12" from all buildings, structures, and all fences. No free standing hedge shall exceed 8' in height. No hedge, shrub etc. shall obstruct unit or apartment windows and no shrub, hedge etc. shall exceed fence cap height except as directed by Corporation staff.

viii) No extras will be considered for trees, shrubs and plantings that are not maintained to these height and clearance standards and then are claimed as over the height to be addressed within this contract. When heights exceed these amounts and a specialized response is required, the landscape contractor will share in the cost to reduce the tree, shrub or planting to the specified level.

ix) All invasive climbers, including, but not limited to ivy, morning glory etc. climbing up trunks and branches of trees, buildings, fences etc. are to be removed. Invasive vegetation is to be removed regularly.

(i) LAWNS AND GRASS AREAS

i) Mowing & Trimming: Select equipment that is appropriate to achieve the appearance standard requested. Mowing is to include municipal boulevards.

a) See Table T-14.13 for mowing heights and frequency to achieve the maintenance level selected.

b) Mowing should be performed as necessary to avoid removing more than one third of the grass blade length at any one time. Cutting heights can be adjusted for seasonal changes to rejuvenate the grass.

c) Rake leaves and dead vegetation and remove debris before mowing.

d) Clippings should not be removed at each mowing unless they interfere with healthy growth. Excess clippings though are to be removed from the lawn the same day as cutting occurs. All grass clippings are to be removed from sidewalks and driveways, and removed from property, same day work is completed.

e) All lawn edges which come in contact with planting beds, trees, sidewalks, buildings, curbs, parking lots, asphalt, signs, fences, posts, etc., and around all permanent sprinkler heads must be edged (vertical) and trimmed (horizontal) with hand shears or power trimmer-edger the same day of lawn cutting. Weed eaters or similar equipment are not to be used around shrubs or trees less than 12" in diameter at the trunk. Avoid contact damage at with non-horticultural elements. Report damage when it occurs, as required.

f) Lawn Care, including edging and trimming is to include yard spaces with an access to the yard of 4' or greater. Those accesses less than 4' in width are considered enclosed and will not be included in the work.
The exception to this are the buildings **Amberlea- Apartment building only, Castanea Place – Apartment building only, The Heathers, Leblond Place (including the townhouse gardens), Margaret Laurence House, Parry Place including 2nd floor patio planters, Springtide & Village On The Green** where full lawn care is required in all areas regardless of restricted access or not, as well as the following specific modified access units with restricted (under 4ft) access: **Leblond Place #101 & 102.**

ii) See Table T-14.14 for frequency and timing for lawn fertilizing requirements, dependant on level of service selected.

iii) Lime during the first 2 months of the year; January or February to be clear of the application of lawn fertilizers.

iv) Apply a single application of agricultural ground limestone at the rate of 25 pounds per 1,000 square feet of lawn in a uniform manner; or as indicated through the soil testing.

v) Aerating should be done to improve the health of the lawns using a corer that removes cores of soil to at least 7.5 – 10 cm (3-4 in.) depth, and at maximum of 12.5cm (5 in.) on centre spacing and after the lawn is reduced in height.

vi) Areas that the soil compression has reduced the health of the grass and lawn, and they cannot be corrected by a season of fertilizer and aeration, then a plan may be designed to remediate or rejuvenate these areas in coordination with the Owner. In such cases, a written proposal and corresponding costs is to be forwarded to the Property Manager for consideration.

(j) PLANTED AREAS, BEDS AND GARDEN AREAS

i) General cleaning, weeding, cultivating and mulching is part of the garden bed care.

ii) This includes internal courtyard spaces and/or planting areas on raised sundecks. Such as Parry Place's second floor planting beds. The Landscape Contractor is responsible to service these areas in the same manner as required under the appearance and maintenance level standards.

iii) Edging is to include grass around all planted beds, sidewalks, including Municipal sidewalks that encompasses the whole site, also along all concrete curbs and driveways is required. Edging of plant beds is to lower the bed soil to accommodate the containment of mulch.

iv) The Landscape Contractor is not responsible to plant annuals, bulbs or seasonal bedding plants.

v) From time to time the Landscape Contractor may be asked to allow tenants to plant in common area beds that are part of the maintenance services. When that occurs, the Contractor is to take additional care if tending in those gardens. When this reduction occurs, CRHC may make up the difference by requesting the Contractor to remove composting associated with those gardens in exchange for the reduced services. If the gardens are then transferred back into the care of the Landscape Contractor no claim for extras will be considered.

(k) HARD SURFACE AREAS

i) Hard surface areas include driveways, parking areas, walkways, stairways, municipal sidewalks, building entries, adjoining the property curb-gutters and storm drains. All hard surface areas shall be kept free of leaves, branches and windfall which has been shed from trees and shrubs, monthly from January 15 to August 31 and with increased frequency to weekly visits from September 1 to January 14.

(l) FALL/WINTER PREPARATION

i) Rake and assemble leaves from all areas of the site, arranging their removal on the same day they are gathered. This will include leaves from the caretaker or tenants that have been left in piles at the end of yard enclosures or at various locations around the site.

ii) Clean our flower beds and planters. Where remnants of annuals cannot be removed without damaging root of shrubs, etc. they are to be dug into the soil, otherwise, removed from the site.

45. EXISTING LANDSCAPE CONDITION AND PROPOSED TRANSITION PLAN

CRHC is requesting that the Landscape Contractor visit each of our properties included in the schedule of pricing and provide quotes for servicing at a 'moderate' serving level and a 'groomed' servicing level.
If at the time of inspection, if in the Contractor's view, the current maintenance and appearance level of the sites does not meet the intended maintain level, then he should prepare a work plan and an estimate of costs to bring it to that standard so that maintenance can be provided.
Please include the estimate of costs on the 'One Time Prices for Transition Plan work at Start of Contract' pg. 13. If no amount is submitted at the time of the tender, no consideration will be made for a later claim; it will be assumed that the cost to achieve the standard is included in the cost of the Schedule of Prices.

THE DRAWINGS

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
AMBERLEA 3330 Glasgow Avenue

CAPITAL REGION HOUSING CORPORATION

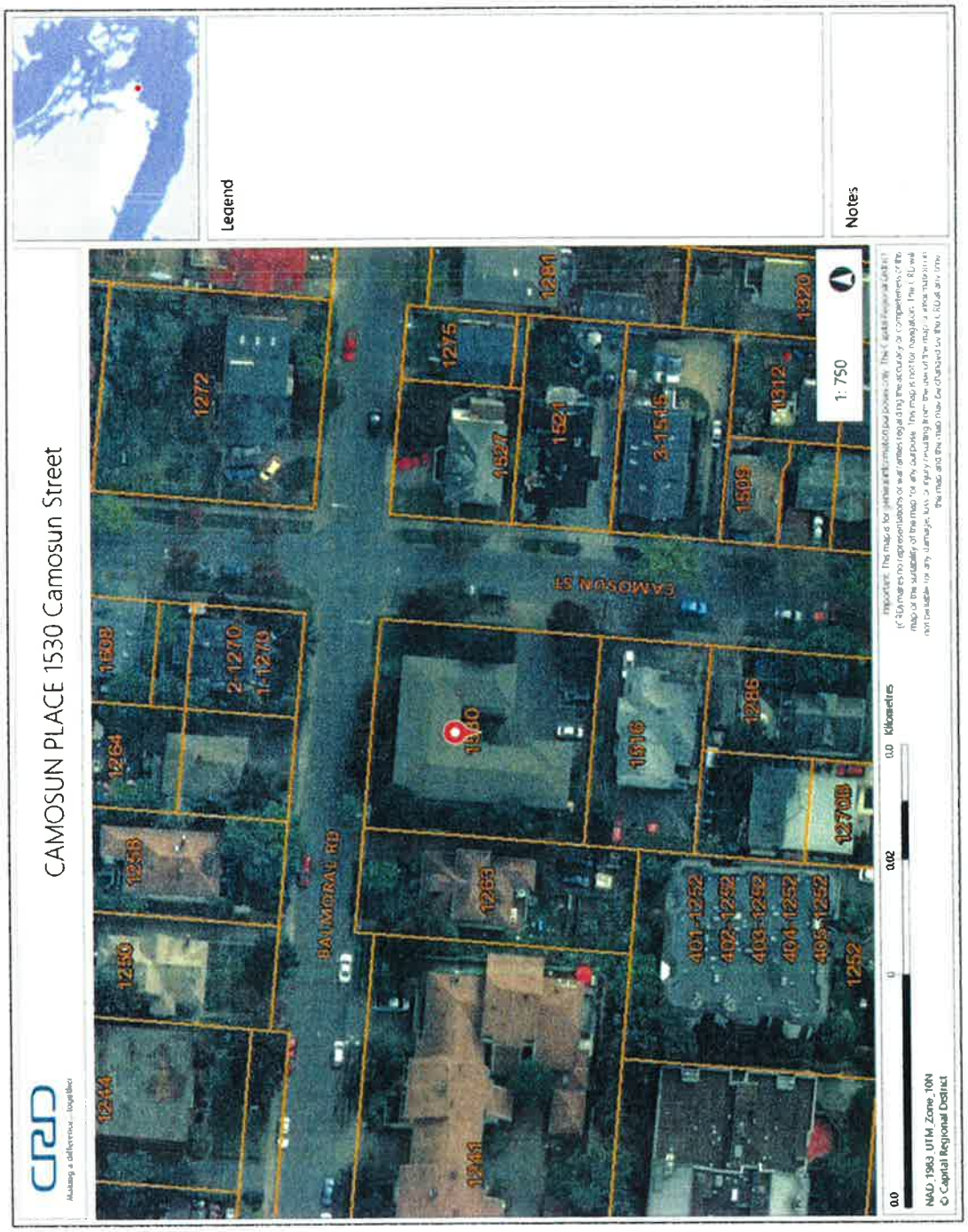
LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
BROCK PLACE 882 Brock Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
CALEDONIA 1211 Gladstone Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
CAMOSUN PLACE 1530 Camosun Street

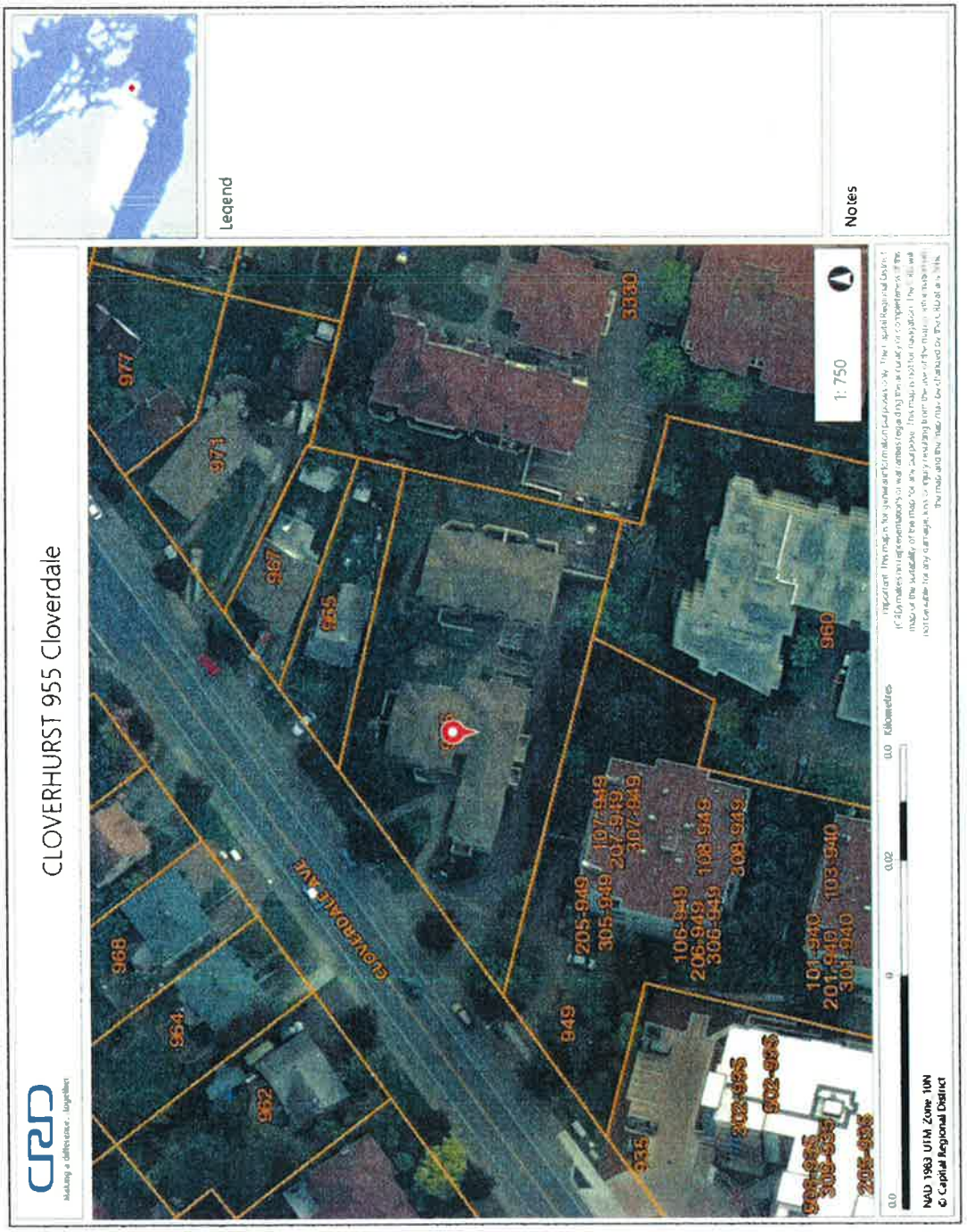


CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
CASTANEA PLACE 2860 Quadra Street & 2840 Gillie Place

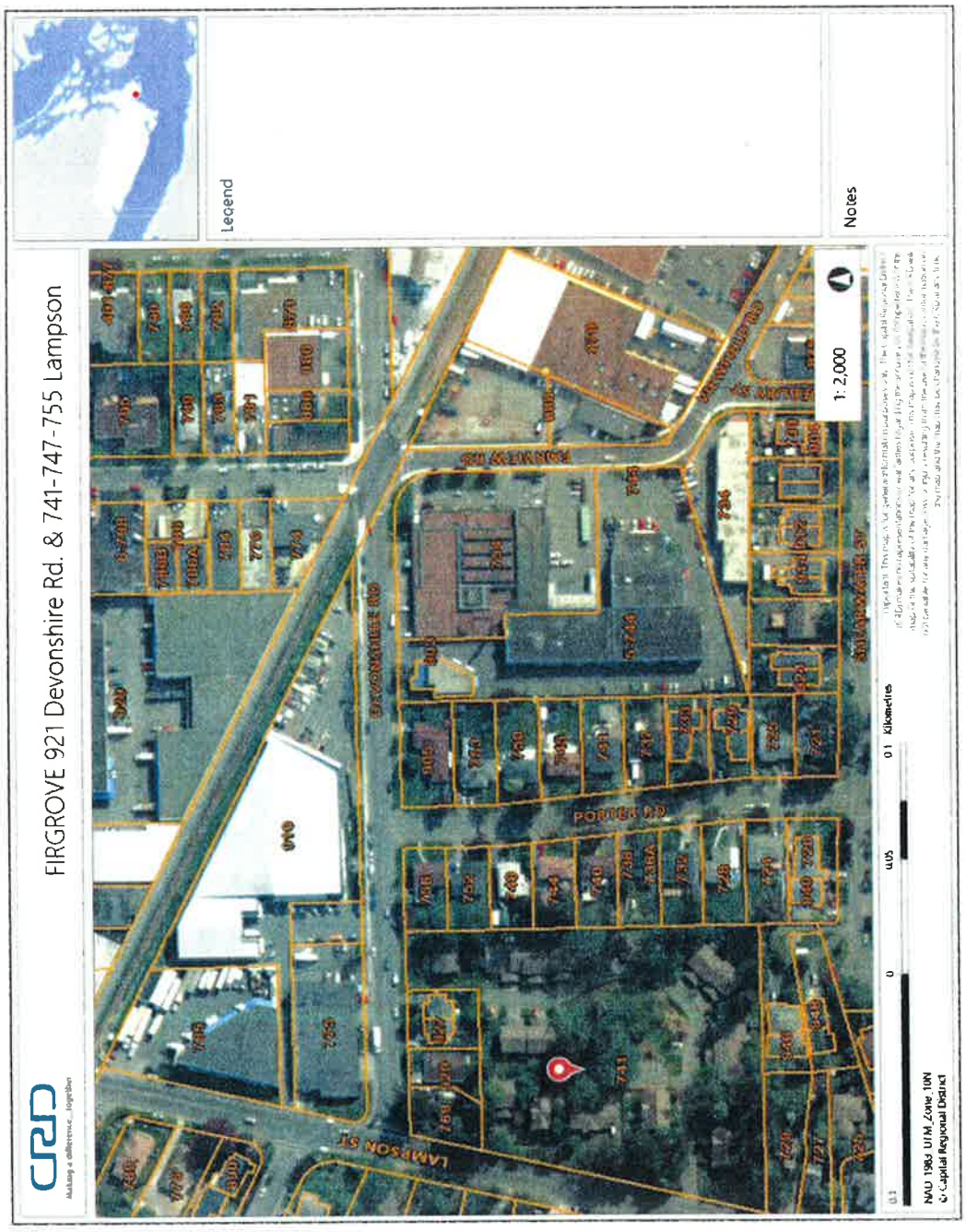
CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
CLOVERHURST 955 Cloverdale Road



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
FIRGROVE - 921 Devonshire Rd & 741-747-755 Lampson



CAPITAL REGION HOUSING CORPORATION

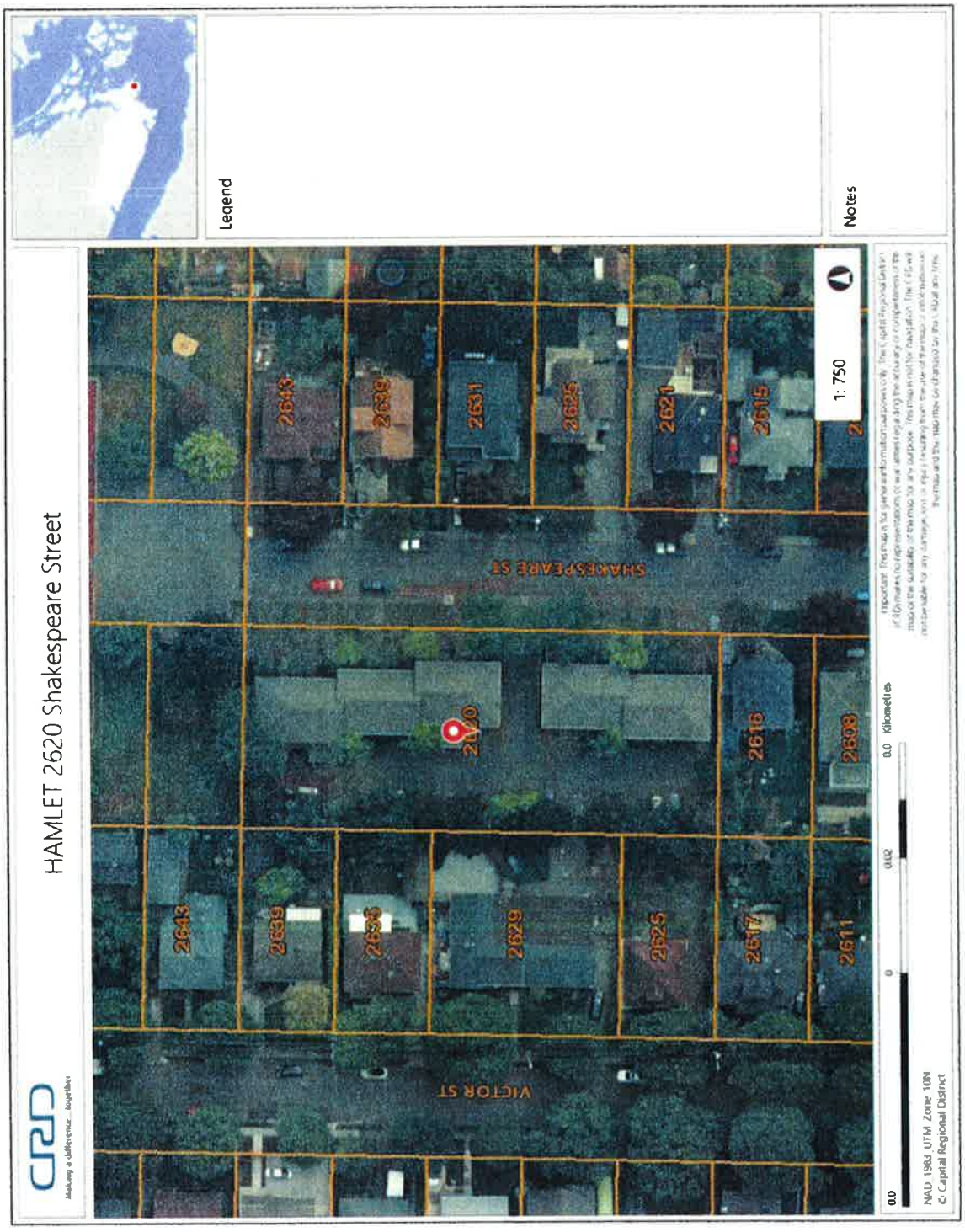
LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
GLADSTONE – 1320 Gladstone Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

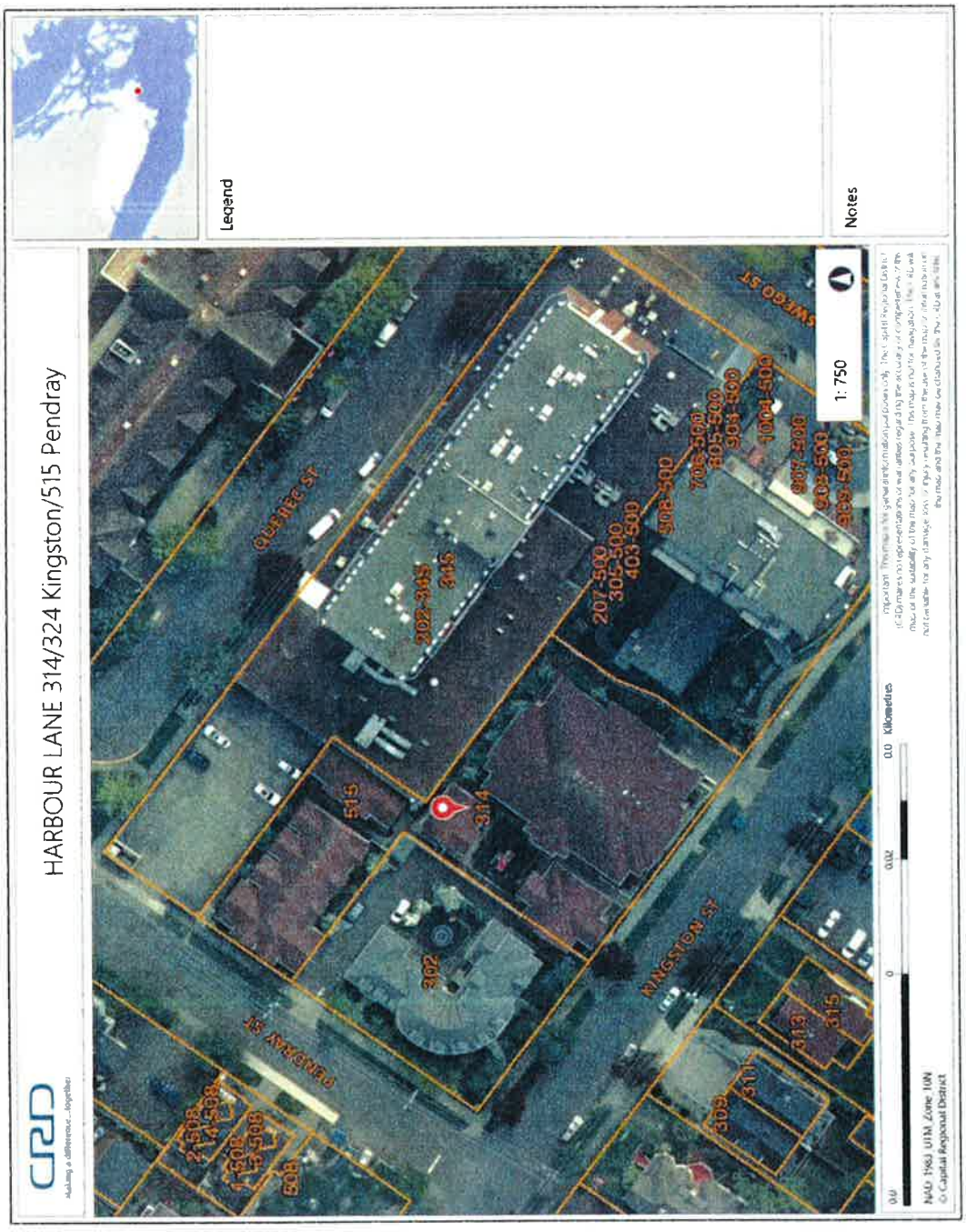
DRAWINGS – AERIAL SITE MAP

THE HAMLET – 2620 Shakespeare Street



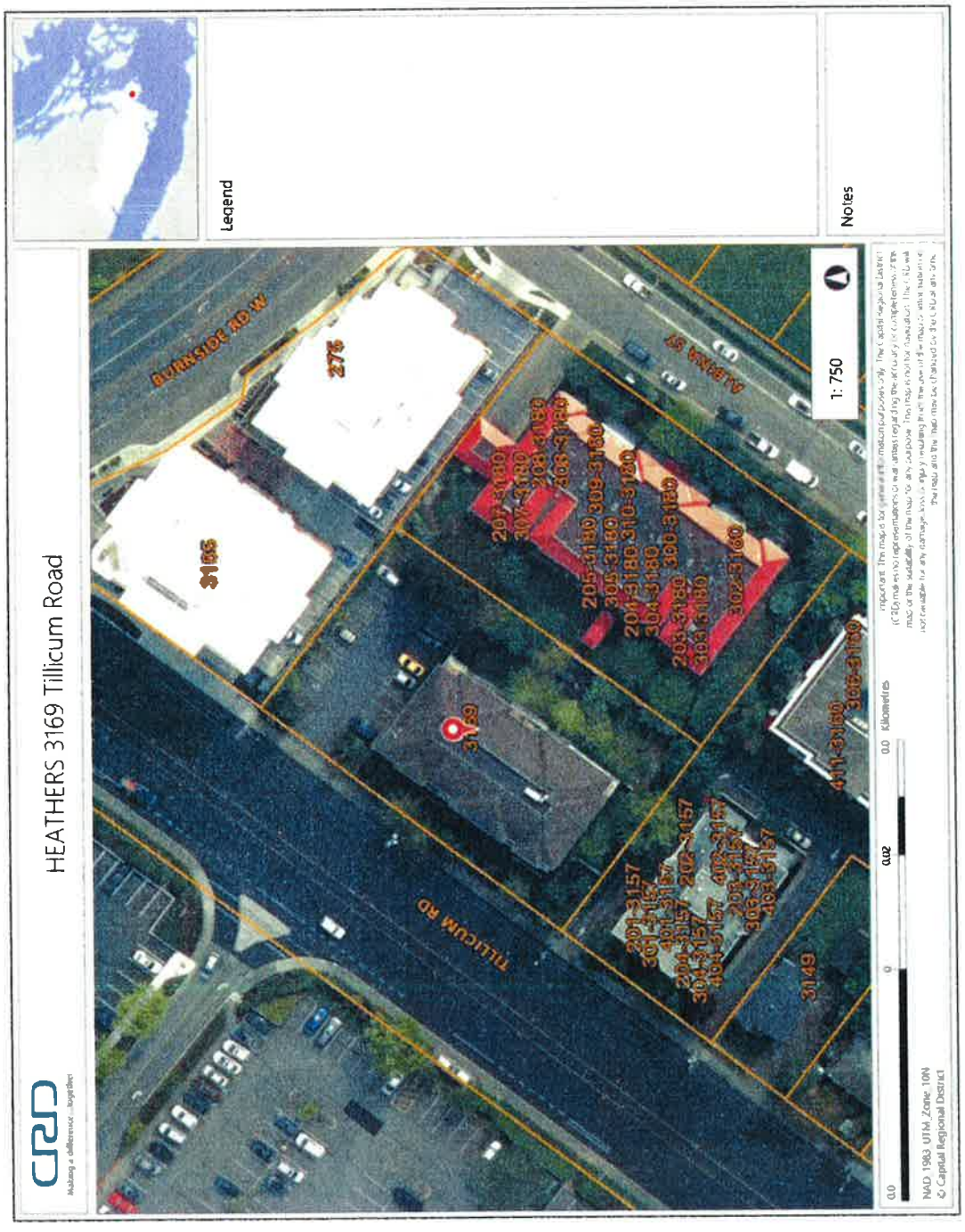
CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
HARBOUR LANE – 314/324 Kingston/ 515 Pendray



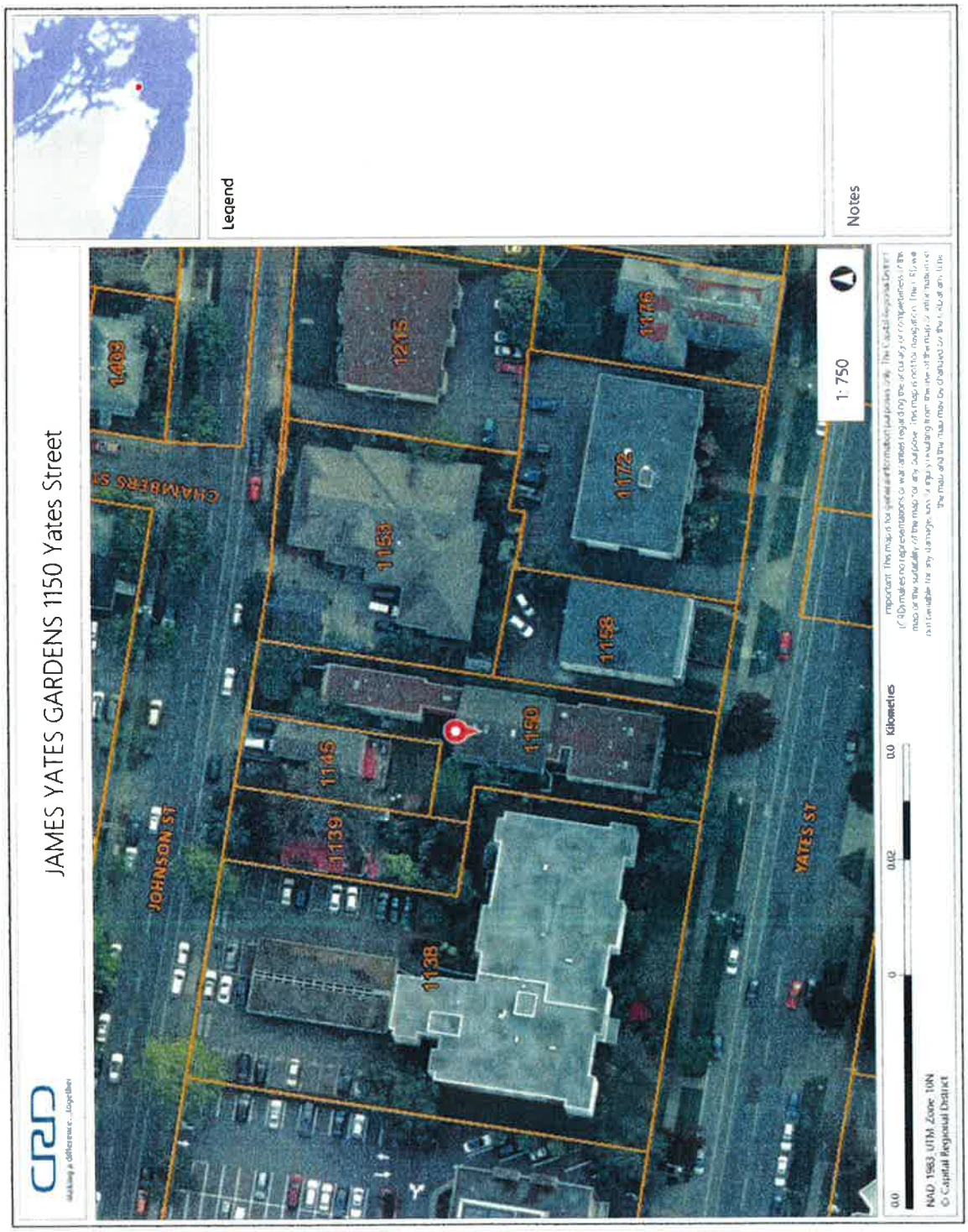
CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
HEATHERS – 3169 Tillicum Road



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
JAMES YATES GARDENS - 1150 Yates Street



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
KINGS PLACE – 1070 Kings Road

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
LEBLOND PLACE – 390 Waterfront Cres/2980 Jutland/2981 Jackladder

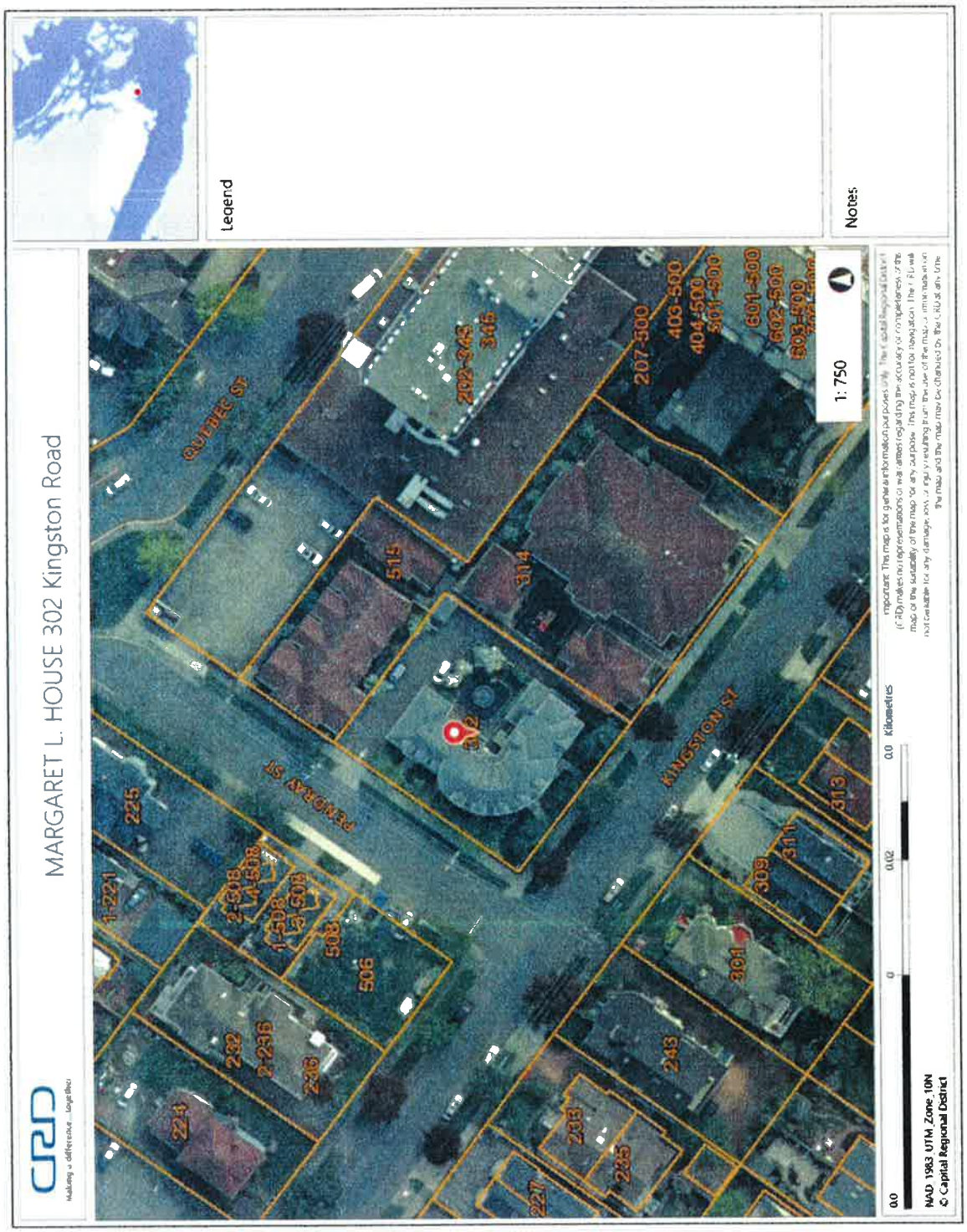
CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST

DRAWINGS – AERIAL SITE MAP

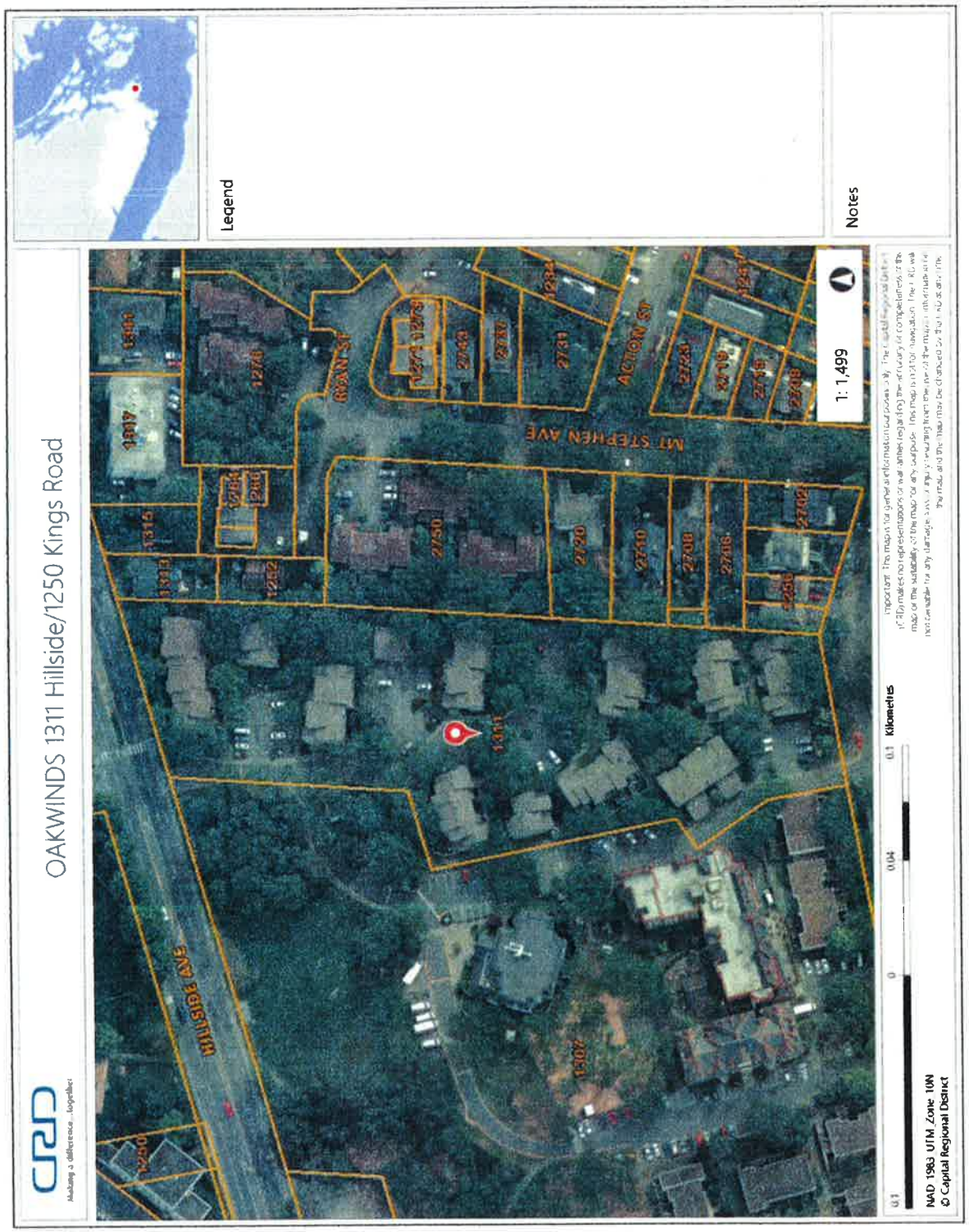
MARGARET LAURENCE HOUSE - 302 Kingston Road

****Note: site spans corner of Kingston and Pendray)**



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
OAKWINDS – 1311 Hillside/1250 Kings Road



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
PARRY PLACE – 408 Parry Street

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
PORTAGE PLACE - 210 Island Highway

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
ROTARY HOUSE - 1855 Quadra Street

CAPITAL REGION HOUSING CORPORATION

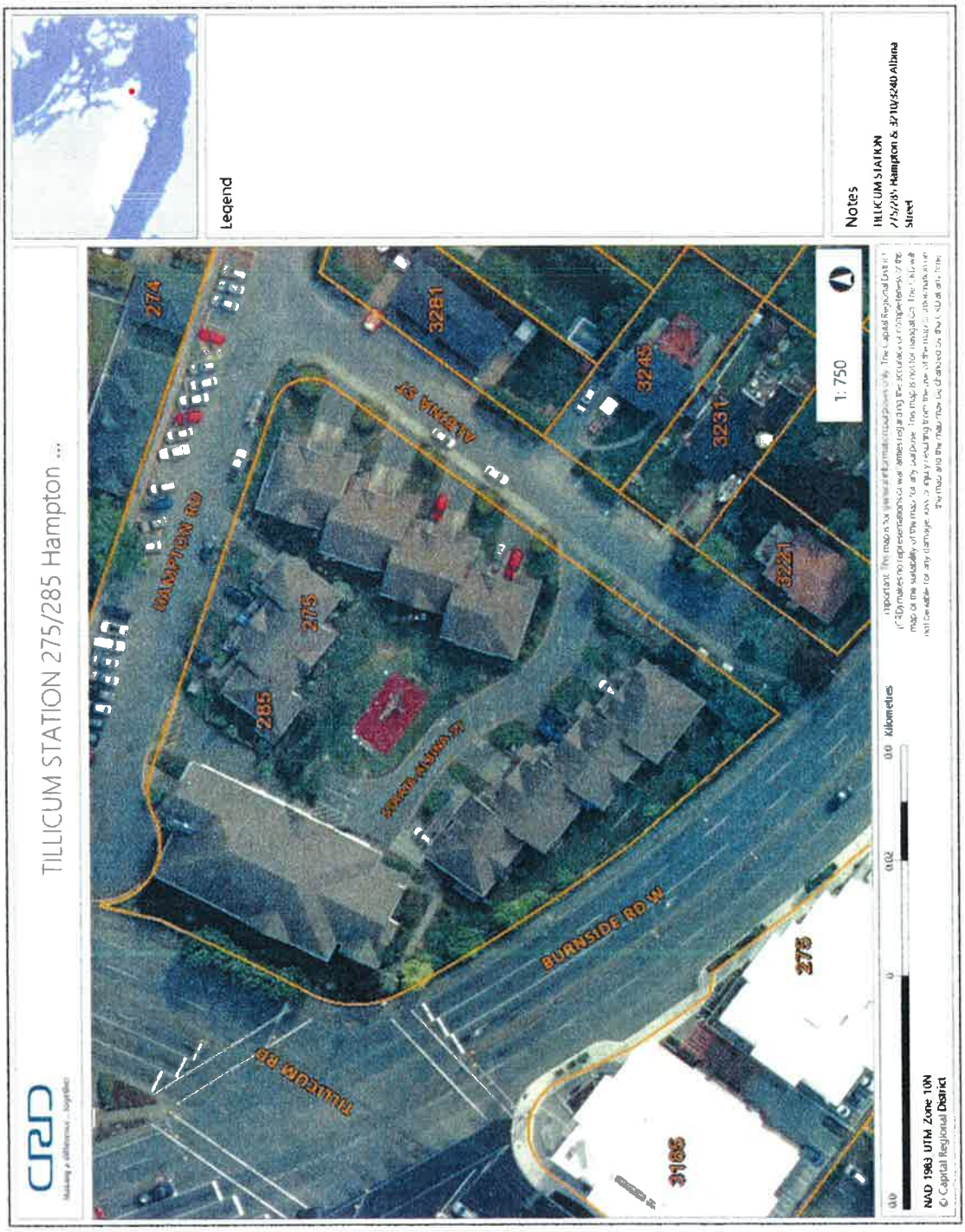
LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
SPRINGTIDE – 270 Russel Street

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
THE TERRACES - 1635 Oak Bay Avenue

CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
TILLICUM STATION – 275/285 Hampton & 3210/3240 Albina



CAPITAL REGION HOUSING CORPORATION

LANDSCAPE MAINTENANCE SERVICES - WEST
DRAWINGS – AERIAL SITE MAP
VILLAGE ON THE GREEN - 1132 Johnson Street

CRHC
The Capital Region's Housing Corporation

REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS MEETING OF JANUARY 23, 2018

SUBJECT **Westview – Temporary License Agreement**

ISSUE

The Capital Region Housing Corporation (CRHC) Signing Authority requires that the CRHC Board approve all legal documents pertaining to land acquisition and disposal of land relating to purchases, easements, rights-of-way, encroachment agreements and restrictive covenants.

BACKGROUND

Westview, located at 3816 Carey Road., Saanich, is a 73 unit mixed use housing development. The latest budget for the project is $18.25 million of which the CRHC has received $6.1 million through the BC Housing Investment in Housing Innovation fund with the balance of funding coming from CRHC cash equity and debt financing. The land is leased from the Capital Regional District (CRD). CRHC was issued the development permit for Westview in November 2017 and the design team has since provided an updated project schedule which includes a construction start date of June 11, 2018.

In order to develop Westview's affordable housing project, CRHC will enter into a Temporary License Agreement with Baptist Housing Care Homes Society (Baptist Housing) for the use of 3810 Carey Road, as a "Staging Area". 3810 Carey Road, is located to front of the Mount View Height's site, immediately abutting Carey Road. It was recently purchased by Baptist Housing from the Capital Regional Hospital District. That portion of lands is being proposed to be used for marshalling, staging, and storing construction equipment and materials. The contract for the Temporary License Agreement will commence June 2018 and last for a period of nine months. It is standard industry practice to have staging areas outside of the construction site, especially for job sites less than one acre.

Upon hiring a contractor, CRHC will enter into a separate agreement with the Contractor that will transfer CRHC's liability over to the Contractor, request that the Contractor provide $3 million liability insurance, and require that the contractor meet all environmental regulations set out by the Ministry of Environment.

ALTERNATIVES

1. Direct two members of the Capital Region Housing Corporation Executive to sign the Temporary License Agreement, Lot A, Section 24, Victoria District Plan VIP 88855 for use as a staging area for the development of 3816 Carey Road., Saanich.

2. Refer back to staff.

IMPLICATIONS

CRHC will be liable for any damages to the 3810 Carey Road Property as set out in the attached agreement. However, CRHC will enter into an agreement with the contractor to transfer the responsibility and liability from CRHC to the Contractor.

If CRHC does not enter into this agreement or find another site within close proximity to 3816 Carey Road, it will have to store material and equipment in the limited area outside of the building foundation footprint and within the construction site. The implications are an increased safety risk of workers on the site, double handling of spoils and other materials, loss in LEED points through increased construction activity pollution, potential damage to underground utilities outside of the building footprint, difficulties keeping the jobsite clean, jobsite logistics being very inefficient, higher costs resulting from delays, and parking spill over into the surrounding neighbourhood.

The financial implications of the proposed agreement is a nominal fee of $1.

CONCLUSION

A staging area is needed for storing construction related equipment and materials for the Westview development. Staff is proposing to use 3810 Carey Road owned by Baptist Housing, as the staging area. Any liability that will be incurred as a result of this agreement will be passed on to the contractor.

RECOMMENDATION

Direct two members of the Capital Region Housing Corporation Executive to sign the Temporary License Agreement, Lot A, Section 24, Victoria District Plan VIP 88855 for use as a staging area for the development of 3816 Carey Road., Saanich.

Paul Kitson
Manager, Capital Projects
Capital Region Housing Corporation

Christine Culham
Senior Manager
Capital Region Housing Corporation
Concurrence

Kevin Lorette, P.Eng., MBA
General Manager
Planning and Protective Services
Concurrence

Attachment: Temporary License Agreement

TEMPORARY LICENCE AGREEMENT

Dated for reference the 4th day of January, 2018

BETWEEN:

BAPTIST HOUSING CARE HOMES SOCIETY
125 – 6165 Highway 17
Delta, BC V4K 5B8

(the "Grantor")

AND:

CAPITAL REGIONAL HOUSING CORPORATION
625 Fisgard Street
Victoria, BC V8W 2S6

(the "Grantee")

WHEREAS:

A. The Grantor is the registered owner in fee simple of the real property legally described as:

PID: 028-584-252
Lot A, Section 24, Victoria District, Plan VIP 88855

(the "Lands");

B. The Grantee intends to enter into a lease with the Grantor for that portion of the Lands shown on the plan attached hereto as Schedule 'A" as "Staging Area" for the purposes of constructing and operating an affordable housing facility;

C. The Grantee wishes to temporarily use that portion of the Lands shown on Schedule "A" as the "Staging Area" for the purpose of marshalling, staging and storing construction equipment and materials to be used in the construction of the Affordable Housing Facility (the "Purpose") hereinafter referred to as the "Licence Area");

D. The Grantor has agreed to grant this licence on the terms and conditions contained herein.

NOW THEREFORE in consideration of the sum of ONE DOLLAR ($1.00) from the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged by the Grantor, and in consideration of the premises, covenants and conditions herein contained and other valuable consideration, the parties hereto covenant and agree with each other as follows:

1. The Grantor grants to the Grantee, its servants, employees, agents, contractors and labourers, a licence to use the Staging Area for the Purpose, and no other purpose, February 28, 2019 (the "Term"), which Term may be extended upon mutual agreement of parties.

2. The Grantor expressly reserves to itself from the grant contained in section 1 hereof, the right of the Grantor, its agents, employees, contractors, subcontractors and invitees to have full and complete access to the Licence Area.

3. The Grantee agrees to control the use of the Staging Area by constructing temporary fencing around the Staging Area, locking gates to the Staging Area during non-working

hours and by posting a sign at the entry gate to the Staging Area stating that access by the public is prohibited.

4. The Grantee agrees to carry out the Purpose in a proper and workmanlike manner so as to do as little injury to the Licence Area as is reasonably possible, and to repair any and all damage to the Licence Area as may arise as a result of Grantor's use of these areas.

5. The Grantee will not, except with the prior written consent of the Grantor, which consent may be arbitrarily withheld, excavate or disturb the surface of the Licence Area or deposit any soil, material or fill on the Licence Area.

6. At the end of the Term or the earlier termination of this Agreement, the Grantee shall clean up and restore the Licence Area to at least the same condition they were in prior to the Grantee's exercise of the rights granted under this Agreement.

7. The Grantee will take out and maintain during the Term of this Licence a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Grantee in an amount of not less than Three Million ($3,000,000) Dollars per single occurrence, naming the CRHC as an additional insured.

8. The Grantee hereby agrees to indemnify and save harmless the Grantor, its directors, officers, servants, employees and agents, of and from any costs, damages, claims, liabilities, actions or suits of action that anyone may have arising out of the granting of this Licence or the use of the Licence Area by the Grantee, its servants, employees, agents, contractors, labourers or invitees, except to the extent that such costs, claims, damages, expenses, suits or demands are caused or contributed to by the negligence of the Grantor, its servants, agents, or licensees.

9. If the Grantee fails to act in accordance with this Agreement to repair, clean, restore or reinstate the Licence Area, the Grantor may perform the required repairs, clean up, restoration or reinstatement, and the cost of the work will be a debt due from the Grantee to the Grantor.

10. The Grantor reserves the right to move one or both of the Staging Area and the Access Road within the Lands as necessary for the efficient operation of the Lands by the Grantor.

11. The Grantee acknowledges and agrees that the Grantor has made no representations, warranties, guarantees, or promises as to the state, condition or fitness of the Licence Area or the suitability of the Licence Area for the Grantee's purposes.

12. The Grantee may not assign this Licence or any of the rights hereunder.

13. The Grantor shall have the right to terminate this Licence Agreement as to the Staging Agreement at any time by providing sixty (60) days written notice to the Grantee. If the Grantee is in default of any of the terms hereunder the Grantor may terminate this Licence Agreement immediately upon written notice to the Grantee.

14. Waiver of any default by a party hereunder shall not be interpreted or deemed to be a waiver of any subsequent default.

15. A provision in this Agreement granting the Grantor a right of approval shall be interpreted as granting a free and unrestricted right to be exercised by the Grantor in its discretion.

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

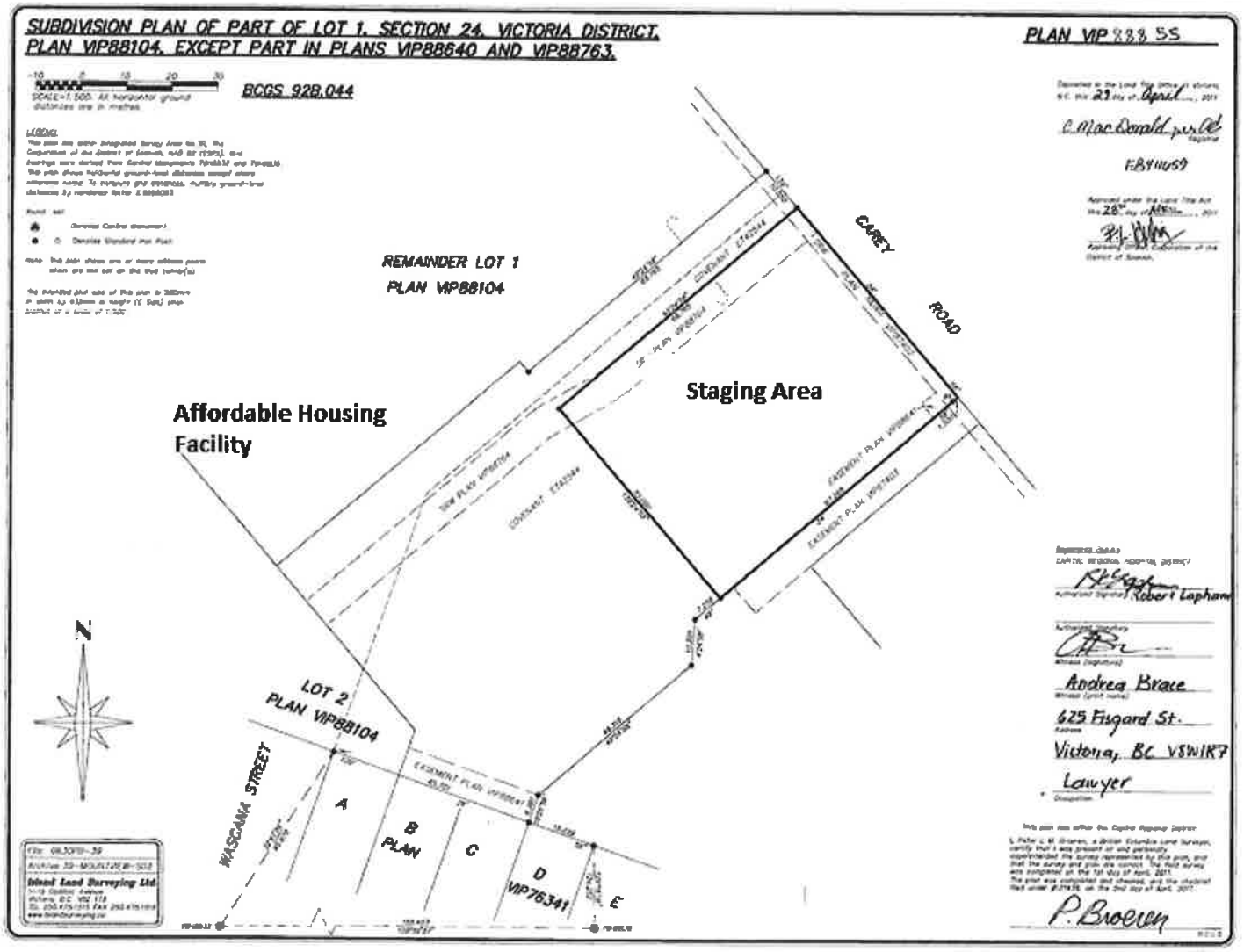
BAPTIST HOUSING CARE HOMES SOCIETY
this __ day of January, 2018, by its authorized signatories:

_____	_____
Print name:	Signature:

CAPITAL REGIONAL HOUSING CORPORATION
this ___ day of January, 2018, by its authorized signatory:

_____	_____
Print name:	Signature:
_____	_____
Print name:	Signature:

SCHEDULE 'A'


SUBDIVISION PLAN OF PART OF LOT 1, SECTION 24, VICTORIA DISTRICT, PLAN VIP88104, EXCEPT PART IN PLANS VIP88640 AND VIP88763.
PLAN VIP 88855
BCGS 92B.044
REMAINDER LOT 1
PLAN VIP88104
CAREY
ROAD
Staging Area
Affordable Housing
Facility
LOT 2
PLAN VIP88104
WASCANA STREET
A
B
PLAN
C
D
VIP76341
E
N
Island Land Surveying Ltd.
C. MacDonald per AE
E.B411659
Robert Lapham
Andrea Brace
625 Fisgard St.
Victoria, BC V8W1R7
Lawyer
P. Broeren

The Capital Region's Housing Corporation

REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS
MEETING OF JANUARY 23, 2018

SUBJECT **Management Update**

ISSUE

This report provides monthly operations, capital and project updates to the Capital Region Housing Corporation (CRHC) Board of Directors.

Operations Update

Property Taxes

In 2015, the CRHC saw an increase in property assessments of 15.5%. CRHC, British Columbia Housing and Management Commission (BCHMC), BC Non-Profit Housing Association (BCNPHA) and BC Assessment engaged discussions with the intent of reaching a consensus on a revised approach to valuing social housing properties. An agreement was reached on a revised valuation methodology that recognizes an impact to fair market value resulting from government imposed restrictions on title. For all qualifying properties, the building/improvement portion of the properties assessment will be reduced to approximately 80% of its replacement cost. The land value portion of the properties assessment will represent its fair market value and in most situations will remain unchanged. This was to be in effect for 2016 and 2017 until BC Assessment had an opportunity to work through all of the appeals and then they were going to come up with a permanent solution. At the same time CRHC resolved that the 23 CRHC properties where land is owned by the CRD qualified for a property tax exemption.

As the 14 properties under the CMHC program and the 2 No Operating Agreement (NOA) properties are owned by the CRHC and do not have restrictions on title, they are not exempted nor do they qualify for the reduced valuation model because they do not have restrictions on title. The properties that are on leased land received reductions on the building improvements due to the restrictions on title. The 22 properties that are not exempt also receive reductions based on the building condition is a Building Envelope Condition Assessment is provided to BC Assessment. These have been provided for all of the CRHC properties that have not been recently remediated.

BC Assessment determined that the new valuation methodology for social housing properties is a 40% reduction on land.

In 2018, assessments increased by 40.3%. Staff have been in contact with BC Assessment to determine which of the attached properties have been assessed with the new valuation methodology, whether the CRHC can place covenants on CRHC properties that are being used for social housing purposes but currently don't have restrictions on title, and whether BC Assessment had taken into consideration the building conditions that had been provided to them. Staff are currently preparing complaints for the Property Assessment Review Panel in advance of the January 31, 2018 deadline.

Arbitrations

Staff have applied for three hearings requesting monetary orders. Order of Possessions have been requested on two of these applications.

We served One Month Notice to End Tenancy for Cause for significantly interfering with or unreasonably disturbing another occupant and seriously jeopardizing the health or safety or lawful right of another occupant or the landlord, effective January 31, 2018. The tenant has filed for Dispute Resolution and the

Hearing is scheduled for February 22, 2018.

The Housing Registry Waitlist Statistics

Table 1. Capital Region Housing Registry Waitlist Statistics

Category	January 2018	December 2017	January 2017
Total Registry Units	**3,310**	**3,310**	**3,294**
Applicants			
Family	611	640	585
Seniors	699	691	680
Persons with Disabilities	461	470	420
Wheelchair Modified	54	62	63
Singles	76	84	70
	1,901	**1,947**	**1,818**

Capital Works

Royal Oak Square Fencing

The privacy fencing work approved in 2017 at three townhouse blocks at Royal Oak Square in now underway. Tower Fence Products anticipates the work being completed by mid-March.

Tenant Requests for Unit Improvements

Property Managers are beginning to process requests that were received at the end of 2017.

Capital Updates

Westview

The design team has been working on and is on track to complete the design development package which is proposed to be submitted to BC Housing Management Commission (BCHMC) on January 29, 2018. Works completed since the December 2017 board meeting includes:

- Conducted LEED Equivalent review meeting with the design team;
- Produced revised site surveys to confirm additional ground levels not previously captured;
- Produced surveying plan to register parking easement on 3812 Carey Road's property in favour of 3816 Carey Road;
- Produced updated environmental site assessment phase 1 as required by BCHMC;
- Engaged geotechnical engineers to commence more in depth soil investigations to support foundation design;
- Prepared staging agreement for 3810 Carey Road between Baptist Housing and CRHC; and
- Produced an adhoc traffic study to support the location of the Residential Parking Only (RPO) signs as requested of District of Saanich Council at the November 20, 2017 Committee of the Whole meeting.

The work plan up until the end of February includes (but is not limited to):

- The Quantity Surveyor producing the first revised project estimate;
- Conducting a more in depth soils investigation need to support the foundation design; and
- Completion of 50% working drawing, which is the milestone for the quantity surveyor to produce its second revised project estimate, and resubmitting the design package to BCHMC for review.

161 Drake Rd.

As per the December 2017 Board Report, staff proposed amending the 161 Drake Road rezoning application to allow for a no build covenant to be registered on title in order to advance the rezoning application. Staff submitted the said request to the Islands Trust and is awaiting confirmation that the Islands Trust's lawyers have been given the go ahead to proceed with determining the validity of the request.

Michigan Square Redevelopment

Staff is still in the process of hiring a design team for the Michigan Square redevelopment project. Staff has already received quotes for architectural services, structural engineering services and geotechnical investigation services.

Tenant Engagement

Tenant Engagement Pilot Project
The Tenant Engagement Pilot Project community meetings concluded on December 15th, 2017. The on-site community meetings were most successful in the senior and people with disabilities communities as far as turn out and tenant interest in identifying and working to solve community issues. Generally speaking, these communities were interested in greater partnerships and presentations from community partners, food access, mediation services for disputes between neighbours, and services related to safety and security, including presentations from local Police and Fire Departments. All communities benefitted from increased staff presence on-site, allowing tenants to relay their concerns and staff the opportunity to clarify CRHC policy and position. Increasing communication and expectations will be a focus for 2018. Staff are currently exploring alternative ways of engaging family communities, including more online options to engage tenants in a way that is relevant and meaningful.

Food Share Network
The Food Education Program is currently a partnership between the Food Share Network (FSN), supplying the food, and Life Cycles, providing the food delivery and education in two CRHC communities (i.e., Springtide and The Birches). CRHC's partnership with the FSN has now expanded to a third community, Leblond Place, where an active group of tenants identified food security as a major issue in the Tenant Engagement Pilot Project and has formed a tenant-led food committee. With CRHC's support, the Leblond Food Committee are now independently accessing food from the FSN and distributing it in their community.

Financial Reporting

Table 2. Nov/Dec cheques/EFTS OVER $50,000

Vendor	Issued	Expenditure	Notes
Habitat Systems Inc.	December 2, 2017	57,212.96	Terraces – replace playground
Victoria Window Cleaning	December 29, 2017	61,036.50	Gutter Cleaning Contract 17/195

Training

BC Housing will be providing SkillsPlus training to staff in April. SkillsPlus training provides caretaking staff with the skills and confidence to handle minor repairs. This increased capacity improves service to tenants and may ultimately lower building maintenance costs, as housing providers will not need to rely on outside contractors as often.

Human Resources

CRHC has been short staffed for the past seven months. The remaining staff have done an amazing job of pulling together and getting things done!

Regional Housing

Regional Housing First Program (RHFP)
An Expression of Interest for the RHFP will be released at the beginning of February 2018. Two projects were given provisional approval in 2017.

Regional Housing Affordability Strategy (RHAS)
The RHAS was last updated in 2007 and has provided the framework that supports current CRD policies, programs, services and initiatives in the area of housing development and affordability.

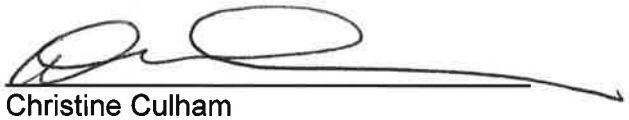
The updated RHAS will clearly define the role of the CRD in relation to its member municipalities and electoral areas as well as other levels of government, the housing industry and community groups and organizations. It will propose targets for the CRD to consider in its efforts to measure the effectiveness of a renewed strategy, and recommend a framework for evaluating progress.

THE RHAS update will be completed in the Spring of 2018.

Southern Gulf Island (SGI) Needs Assessment
The CRD hired a consultant to complete a SGI Housing Needs Assessment. An interim Report has been completed that provides data on the housing and other social demographics for the area. This data is being shared with key stakeholders and other community interests in the area and will be used to inform discussions with these stakeholders on housing issues on the Southern Gulf Islands. Stakeholder interviews/small group consultations and a survey of local businesses are underway and the final report should be completed shortly.

Homelessness Partnering Strategy
The Capital Regional District (CRD) is amending their agreement with the Government of Canada to include additional funding for the region through the federal Homelessness Partnering Strategy (HPS). The CRD is eligible to receive an additional amount of $793,652, bringing the total amount to $3,918,767 over a five-year agreement ending March 31, 2019. In addition, the CRD received $44,000 in 2016 to participate in the national Point in Time Count (PiT).

The CRD will be completing another PiT Count in March 2018.



Christine Culham
Senior Manager, Regional Housing