REQUEST FOR PROPOSALS No. 24-010

Landscape Services: Garden Beds, Paths and Playground Safety Surfacing for Parks and Trails

ISSUED: January 19, 2024

CLOSING DATE AND TIME:
Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on February 9, 2024

Submissions and Questions are to be directed to:
Bryan Legg, Superintendent of Parks Operations
T: 250-248-4744 ext. 3653 Email: blegg@rdn.bc.ca

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

Proponent's Information Meeting:
No Proponent's meeting will be held. Direct all questions to the contact person noted above.

Proposals will not be opened in public.

1. Instructions to Proponents

1.1 Closing Date/Time/Submission Method
Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on February 9, 2024

Submission Method:

> By Email: In PDF format with **"24-010 Landscape Services: Garden Beds, Paths and Playground Safety Surfacing for Parks and Trails"**

as the subject line at this electronic address: blegg@rdn.bc.ca

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

1.2 Amendment to Proposals
Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda and Questions & Answers
If the RDN determines that an amendment or questions & answers are required for this RFP, the RDN will post the Addendum on the RDN (https://www.rdn.bc.ca/current-bid-opportunities) and BC Bid (https://bcbid.gov.bc.ca/) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

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

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

2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to provide Landscape Services for Garden Beds, Paths, Gravel areas and Playground Safety Surfacing for Parks and Trails at 13 park properties located in the Regional District of Nanaimo Electoral Areas A, C E, F, G, and H.

The services are to be provided from **March 1st to October 31st, 2024-2026**.

3. SCOPE OF SERVICES

This service agreement includes the provision of landscape services for Garden Beds, Paths, Gravel areas and Playground Safety Surfacing for Parks and Trails at 13 park properties located in the Regional District of Nanaimo Electoral Areas A, C, E, F, G, and H.

This service agreement includes the following scope of work:

Maintenance Objective and Maps

- The main objective is to present a neat, orderly, well-maintained appearance.
- Maps for each park are provided, outlining service areas. **See Appendix A.**
- These maps are intended to be used as a guide to illustrate the maintained areas and include site-specific details for some properties.
  These maps do not infer the complete scope of work that may be required at any site.
- Work crews should carry these maps as reference.

Garden Beds:

- Twice a month: Cultivate & weed to maintain healthy plants and a weed-free appearance. Remove invasive and noxious species.
- Annually: Mulching no later than the end of March spread dark/fine mulch to a depth of 2-4 inches throughout garden beds to help maintain healthy, disease-free plants.
- Annually: Cut back perennials and ornamental grasses once, at the end of October

Cultivated Trees and Shrubs

- Twice a month: Prune and shape cultivated trees and shrubs to maintain a natural appearance. Remove cut material.

Paths or Gravel Area:

- Twice a month:
- Remove any vegetation from surface using non-chemical means and provide a maintained appearance.
- Level minor ruts, ridges, and potholes in gravel surfacing.
- Blow free of leaves, and debris.

Playgrounds Safety Surfacing:

- Twice a month: Pea gravel or wood Fibar:
  - Remove any vegetation, litter or debris.
  - Evenly redistribute safety surfacing materials to maintain a uniform depth an and surface.
- Note: Playground safety inspections are the responsibility of the RDN;
  however, at each maintenance visit the Contractor should observe the equipment for signs of damage or vandalism, and if found, report the conditions observed immediately to the RDN Superintendent of Parks Operations at 250-248-4744 ext. 3653

Litter Removal and Clean-Up:

- Remove litter, animal feces, and debris from service areas each visit.

Technical, Qualifications and Experience of Personnel:

- Work is to be performed or supervised by contractor staff who have successfully completed a Horticulture Technical Program in Landscape Maintenance, as recognized by the BC Landscape and Nursery Association, as well as at least three (3) years relevant experience in horticultural practice or equivalent combination of education and experience.

Standards of work.

- The Canadian Landscape Standard will serve as a reference guide for acceptable practices of work standards (Section 6.3.8) unless otherwise specified. All tree work must be carried out according to International Society of Arboriculture standards unless otherwise specified.

Scheduling:

- Regular maintenance to occur from: **March 1st to October 31st, 2024-2026**
- Dates may be extended by mutual written agreement.

Fire Hazard Conditions:

- During high fire hazard conditions, maintenance activities involving power equipment may be modified or suspended by the Local Area Fire Chief in some Electoral Areas.
- The contractor is responsible for monitoring daily fire danger ratings set by the BC Wildfire Service and adjusting tasks to maintain compliance.

Environmental Protection:

- The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater, and adjoining lands from the works conducted under this RFP.
- The Contractor will report to the RDN immediately if any hazardous or toxic materials are found or discovered.

Public use of Parks:

- The Contractor shall conduct the work so as to cause the least amount of interference to the public in their enjoyment of the Parks.
- Adjust maintenance scheduling by mutual agreement with the RDN to accommodate special community and other authorized events.
- Power equipment may not be used in proximity to park users; particular care must be taken around playground equipment.
- Contractor is required to return to Parks where work could not be completed within two (2) business days to complete any missed or unfinished work properly.

Documentation and Reporting:

- The contractor will provide a monthly record of dates each park was serviced and include any observations that require follow-up by the RDN, such as vandalism, facility damage etc.

Invoicing:

- The Contractor will submit an invoice at the end of each month to the RDN requesting payment of the portion of the contract price for the services provided in the previous month.

- The invoice is to be formatted as per the table in Appendix B, which clearly shows:
    - The total annual amount for each:
        - electoral area community park
        - portion of the total annual cost being charged monthly.
    - GST as a separate amount

Inventory Changes:
The RDN reserves the right to make changes to any of the parks over the course of this agreement. Such changes may result in an increase or decrease to the services provided by the Contractor along with a pricing adjustment positive or negative to the RDN. Any such changes shall be negotiated and mutually agreed upon in writing before such changes occur.

Inspection of Work Performed:
All workmanship will be subject to periodic inspection(s) by the RDN, and the RDN shall be the sole judge of the work in respect to quality and quantity. If the Contractor fails to provide services in accordance with the scope of work to the satisfaction of the RDN, the Contractor will be required to return to the site [within two (2) business days] and properly complete any missed or incomplete work. Corrective work will be completed at the Contractor's sole expense to the complete satisfaction of the RDN.

Site Conduct:
All Contractor's personnel or sub-contractors, while working in and around the RDN's parks, shall act in a professional manner. If the RDN determines, in its sole discretion, that any worker needs to be removed due to his or her conduct, the Contractor will remove such personnel or sub-contractor from the work site(s) immediately. The contractor is responsible for repairing any damage and making good on legitimate claims of the public as a result of their operations or actions. The contractor shall not conduct operations that damage existing plant material and structures through their activities.

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

REGIONAL DISTRICT OF NANAIMO

Park Inventory: See Appendix A

Electoral Area A

Site Name	Civic Address
Cedar Plaza Community Park	1856 Cedar Rd.
Thelma Griffiths Community Park	2108 Minto Ave. south
South Wellington Community Park	1536 Morden Road

Electoral Area C

Site Name	Civic Address
Meadow Drive Community Park	2885 Meadow Dr
Anders & Dorritts Community Park	3734 Jingle Pot Rd.

Electoral Area E

Site Name	Civic Address
Blueback Drive Community Park	3421 Tyee Cres
Stone Lake Drive Community Park	1565 Stone Lake Dr
Jack Bagley Community Park	2535 Powder Point Road

Electoral Area F

Site Name	Civic Address
Errington Community Park	1550 Veterans Rd

Electoral Area G

Site Name	Civic Address
Boultbee Drive Community Park	1291 Boultbee Drive

Electoral Area H

Site Name	Civic Address
Henry Morgan Community Park	95 Henry Morgan Dr
Dunsmuir Community Park	326 Horne Lake Rd
Lions Community Park	3480 Lioness Blvd.

4. PROPOSAL SUBMISSION AND EVALUATION

Proposals will be evaluated on the following basis 60% Technical, 40% Financial. To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Technical Evaluation 60 points

Company Profile, Experience and Qualifications of the company

The Proponent is to provide their company profile experience, and qualifications including the following information at minimum:

- A brief company profile outlining background, history, duration, and areas of expertise.
- A brief description of current or recent similar contracts held by the Proponent.
- Key personnel, their qualifications, experience, assigned roles including supervisory personnel.
- A brief description of your approach to Occupational Health and Safety.
- A brief list of equipment demonstrating the Proponent has the necessary equipment to perform the duties of the contract;
- A brief description of your approach to Environmental protection and sustainability practices.

Approach and Methodology

Please include the following information in the proposal submission:

- A summary that illustrates an understanding of the RDN's requirements.
- Methodology outlining how to manage the RDN's Contract.
- Overview of the company's process for keeping accurate records.
- A copy of a monthly report format to be delivered to the RDN.
- Overview of the company's assurance process that will ensure that the RDN's concerns are resolved in a timely manner and to the RDN's satisfaction.
- References: Provide contact names and telephone numbers of two (2) clients that you have provided landscape maintenance services for that are of a similar size and/or complexity to the RDN. Any or all references provided by Proponent may be contacted by the RDN to confirm the information provided in the proposal and the nature and quality of the services provided.

Financial Evaluation 40 points

- Pricing is to be in Canadian Dollars excluding GST and must include the Contractor's labour, material, equipment, vehicle costs, overhead and profit, and shall represent the cost to the RDN. Vendors should submit Appendix B – Pricing Table with their submission.
- The lowest overall price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. I.e. Score = Min Cost/Cost x Fee Points.

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

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

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

5. *PROPOSED PURCHASE CONTRACT*

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

6. GENERAL CONDITIONS

6.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

6.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

6.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

6.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials, or employees.

6.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

6.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter, or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

6.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

6.8 Ownership of Proposals

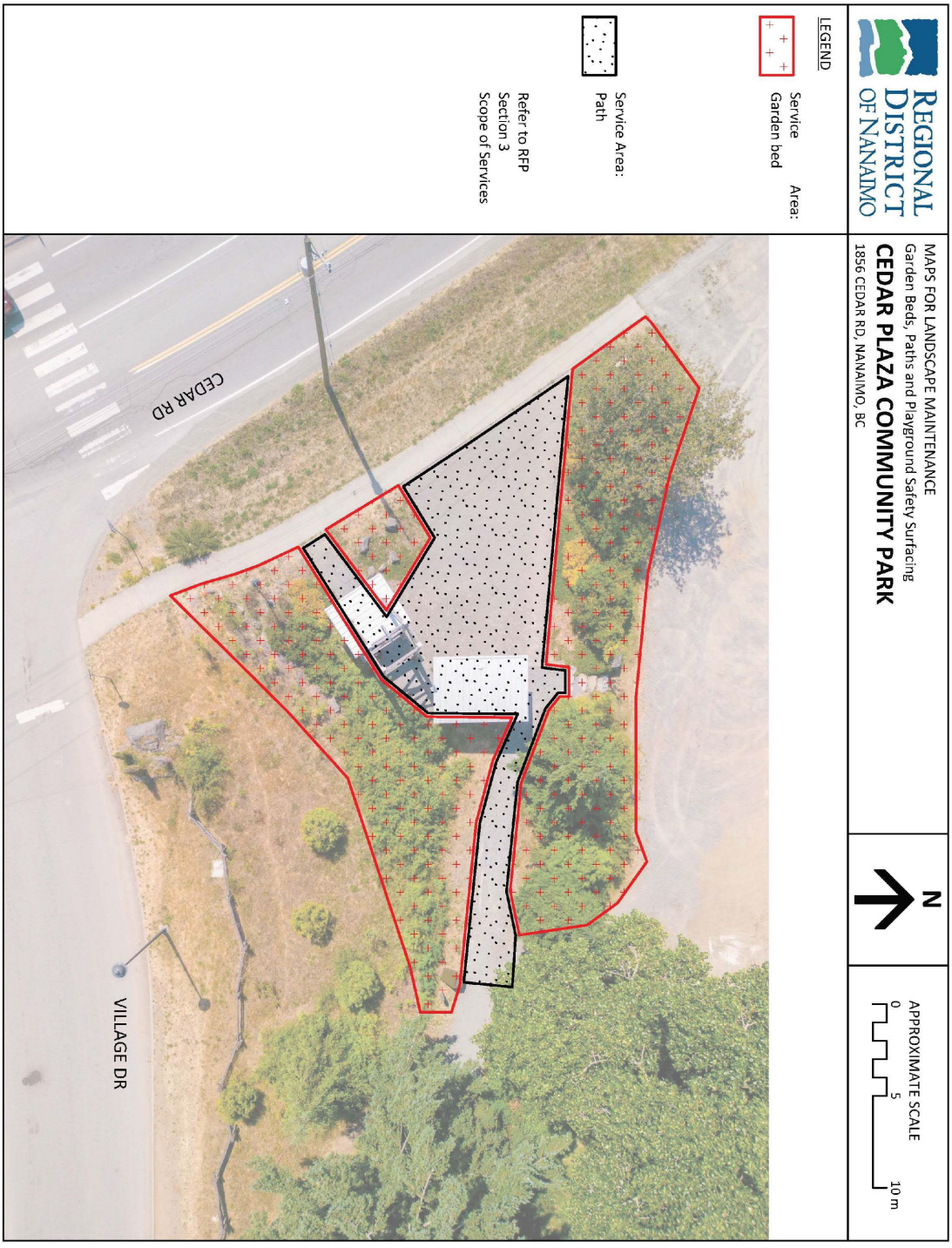
All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

6.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

REGIONAL DISTRICT OF NANAIMO

Appendix A: Maps
Electoral Area: A



REGIONAL DISTRICT OF NANAIMO

MAPS FOR LANDSCAPE MAINTENANCE
Garden Beds, Paths and Playground Safety Surfacing

THELMA GRIFFITH COMMUNITY PARK

2108 MINTO AVE, NANAIMO, BC

N

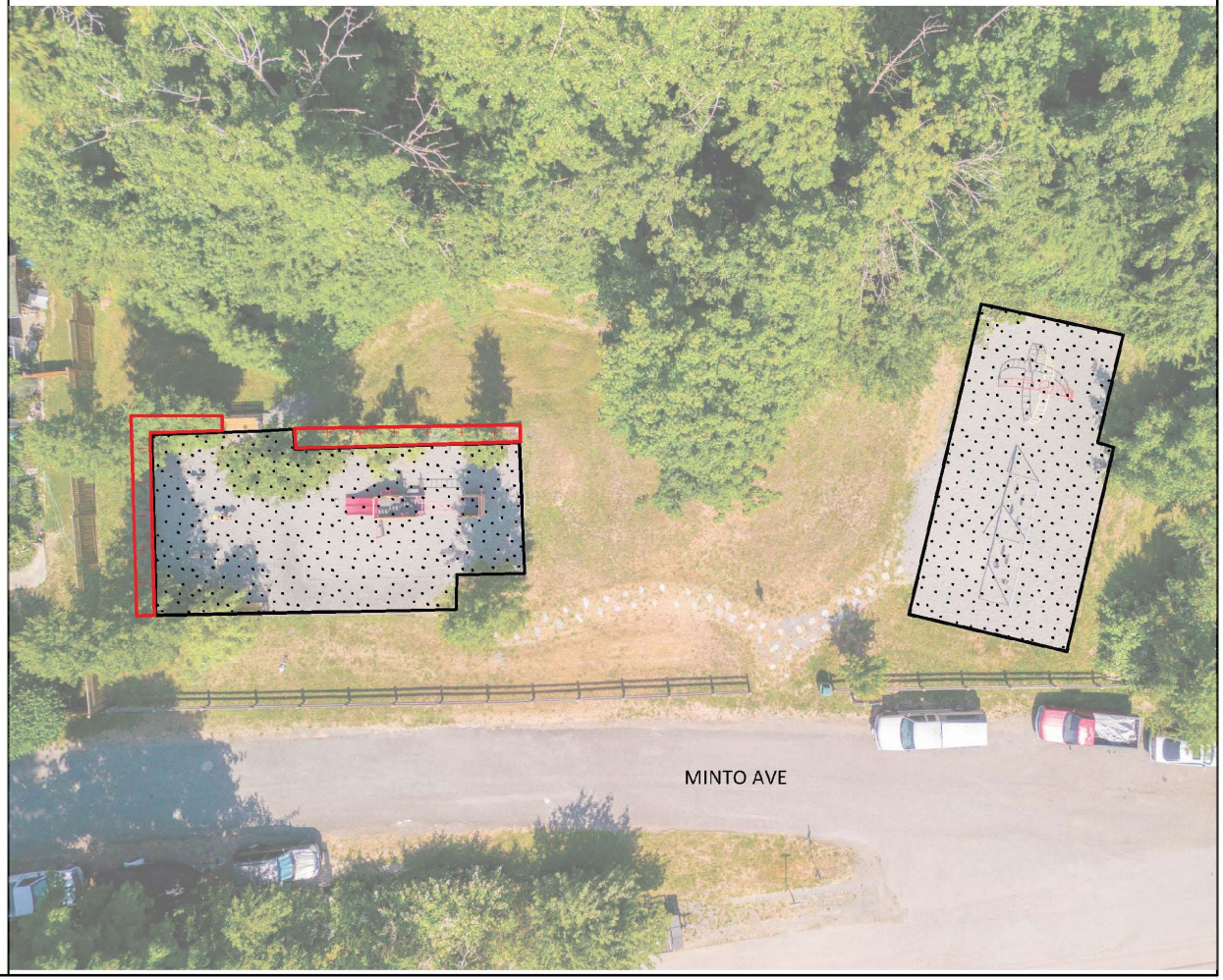
APPROXIMATE SCALE
0 20 50 m

LEGEND

Service Area: Garden bed

Service Area: Playground

Refer to RFP Section 3 Scope of Services



REGIONAL DISTRICT OF NANAIMO

REGIONAL DISTRICT OF NANAIMO

MAPS FOR LANDSCAPE MAINTENANCE
Garden Beds, Paths and Playground Safety Surfacing

SOUTH WELLINGTON COMMUNITY PARK

1536 MORDEN RD, NANAIMO, BC

N

APPROXIMATE SCALE
0 20 30 m

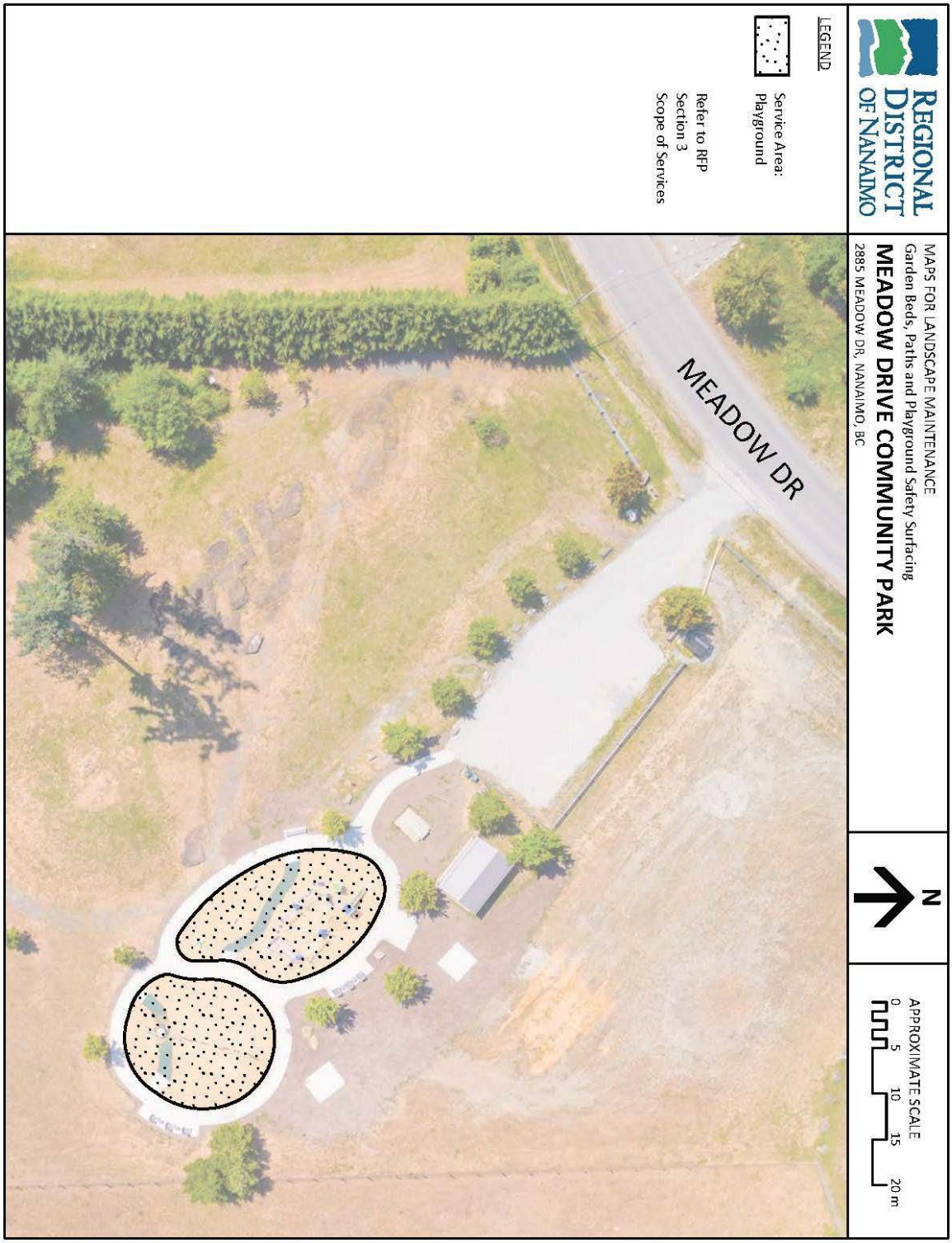
LEGEND

Service Area: Garden bed

Service Area: Playground

Refer to RFP Section 3 Scope of Services

Electoral Area C:



REGIONAL DISTRICT OF NANAIMO

MAPS FOR LANDSCAPE MAINTENANCE
Garden Beds, Paths and Playground Safety Surfacing

ANDERS AND DORRIT'S COMMUNITY PARK

3734 JINGLE POT RD, NANAIMO, BC

N

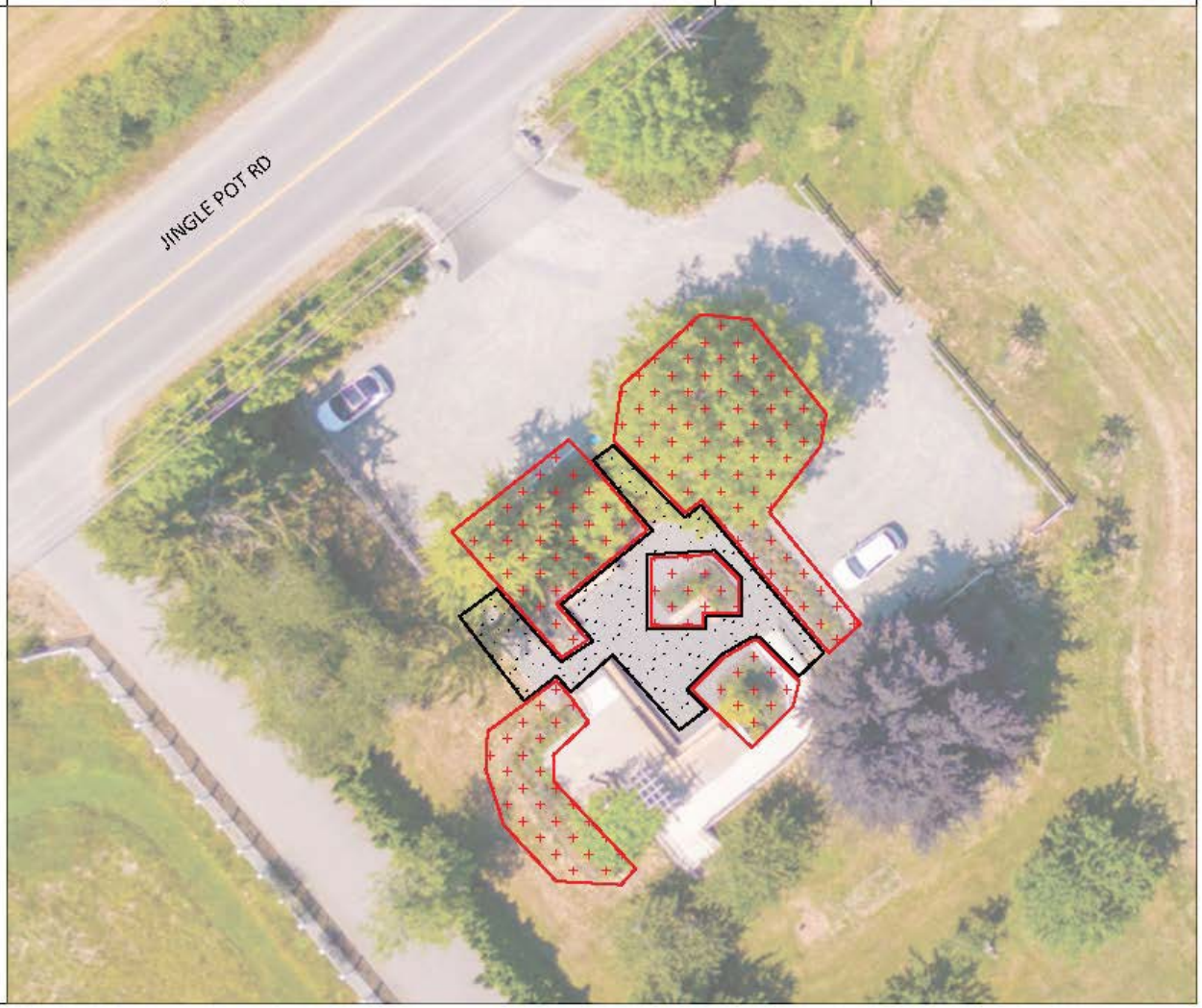
APPROXIMATE SCALE
0 5 10 m

LEGEND

Service Area:
Garden bed

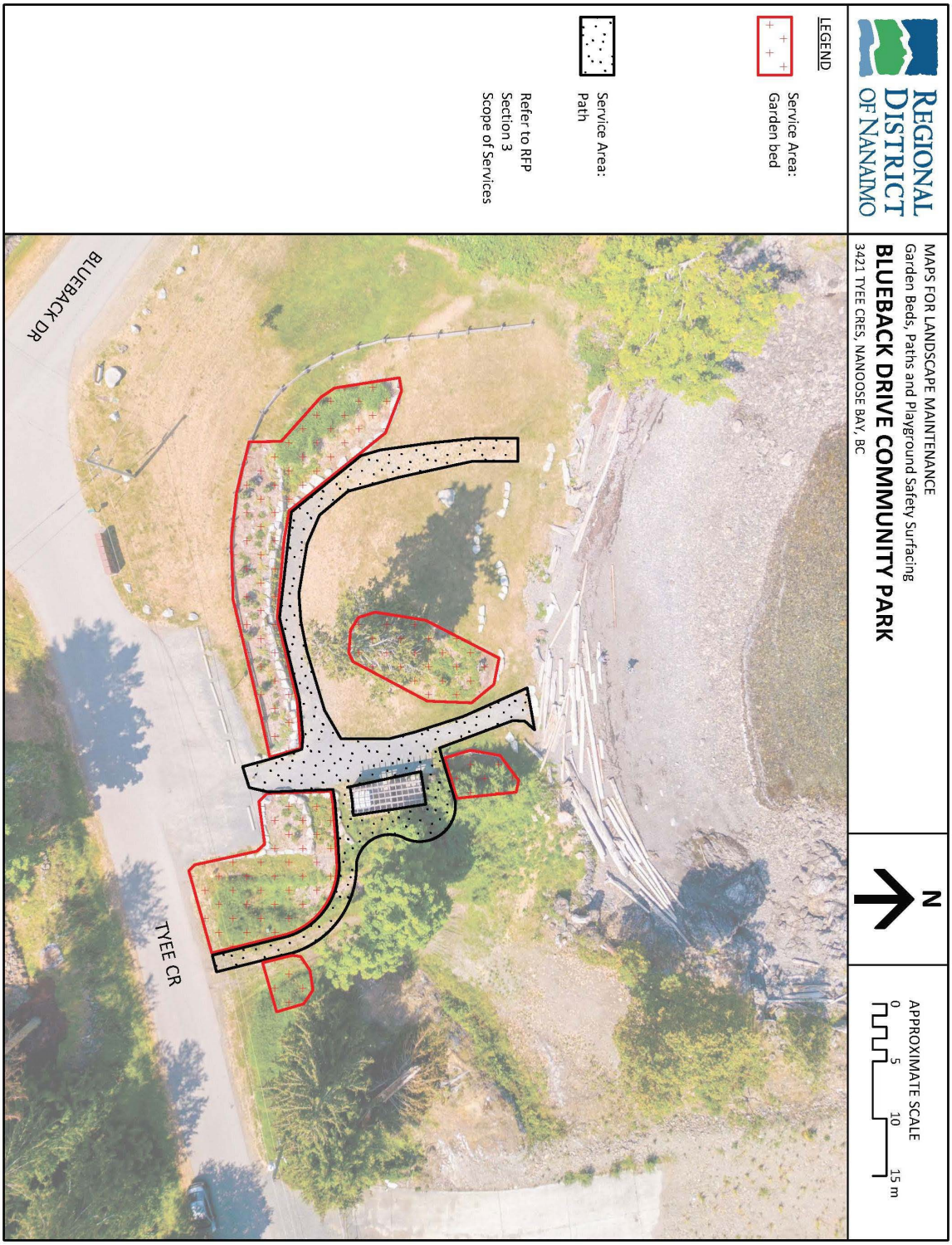
Service Area:
Gravel area

Refer to RFP
Section 3
Scope of Services



REGIONAL DISTRICT OF NANAIMO

Electoral Area E:



REGIONAL DISTRICT OF NANAIMO

REGIONAL DISTRICT OF NANAIMO

MAPS FOR LANDSCAPE MAINTENANCE
Garden Beds, Paths and Playground Safety Surfacing

STONE LAKE DRIVE COMMUNITY PARK

1575 STONE LAKE DR, NANOOSE BAY, BC

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APPROXIMATE SCALE
0 2 8 m

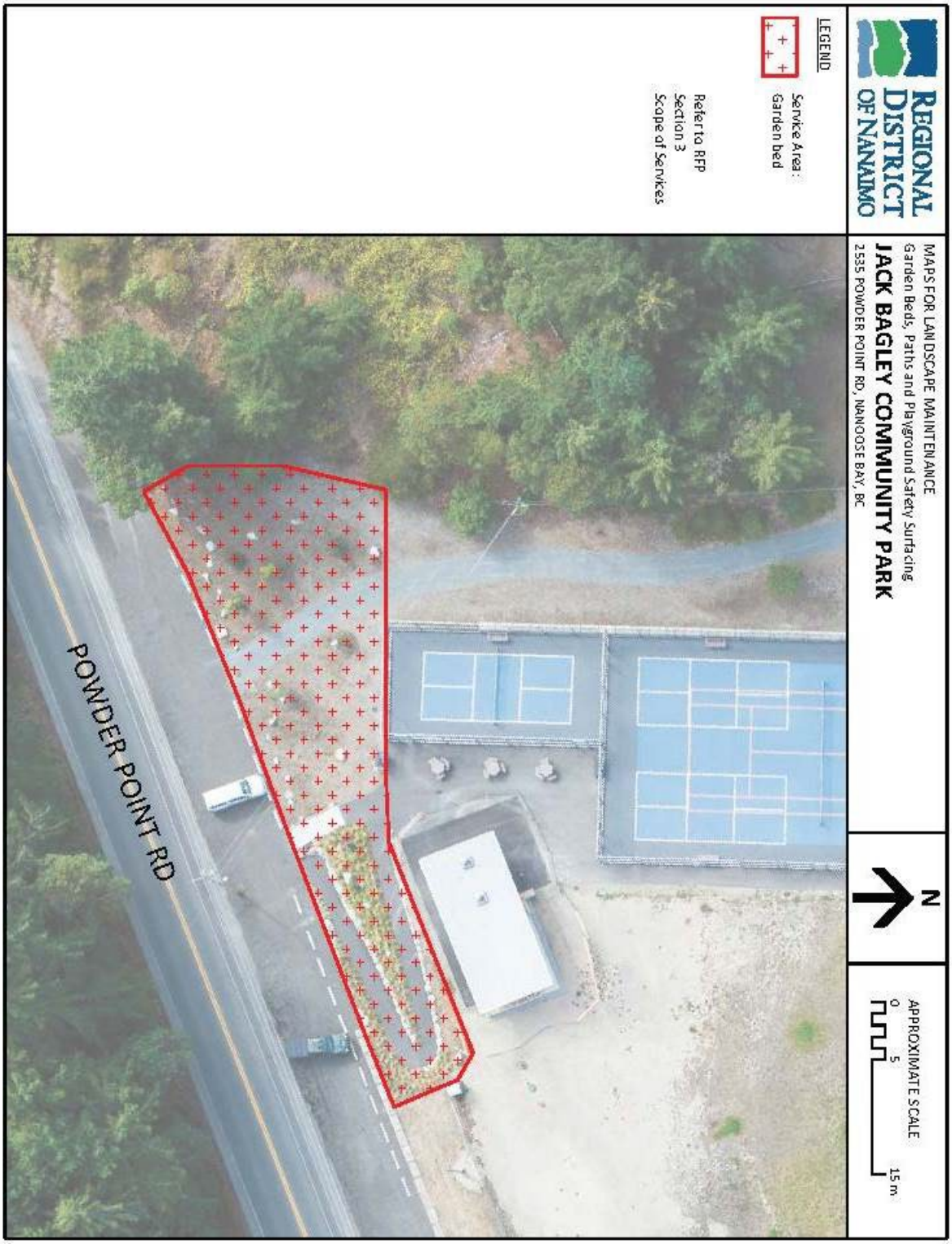
LEGEND

Service Area:
Garden bed

Service Area:
Playground
Gravel area

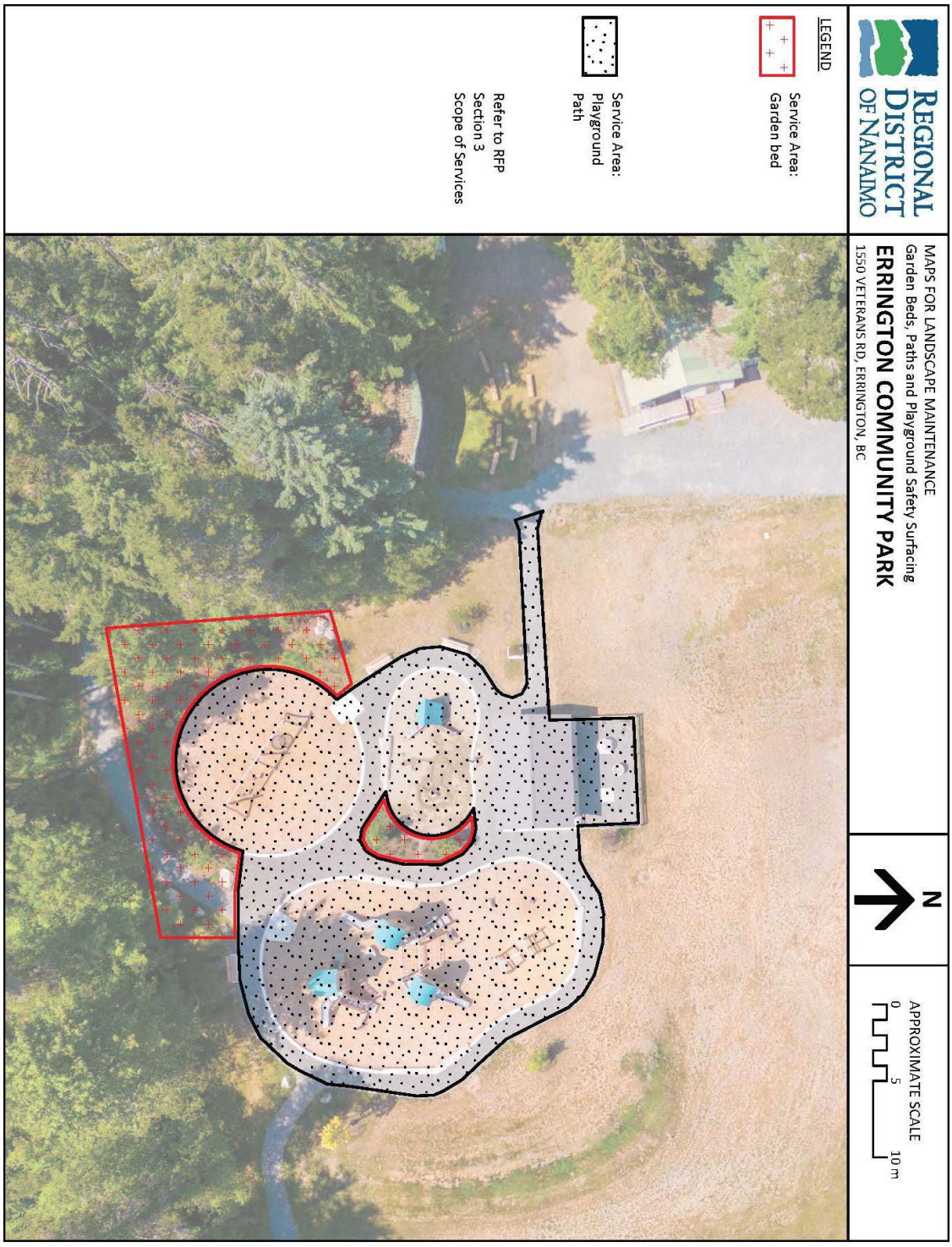
Refer to RFP
Section 3
Scope of Services

REGIONAL DISTRICT OF NANAIMO



REGIONAL DISTRICT OF NANAIMO

Electoral Area F:

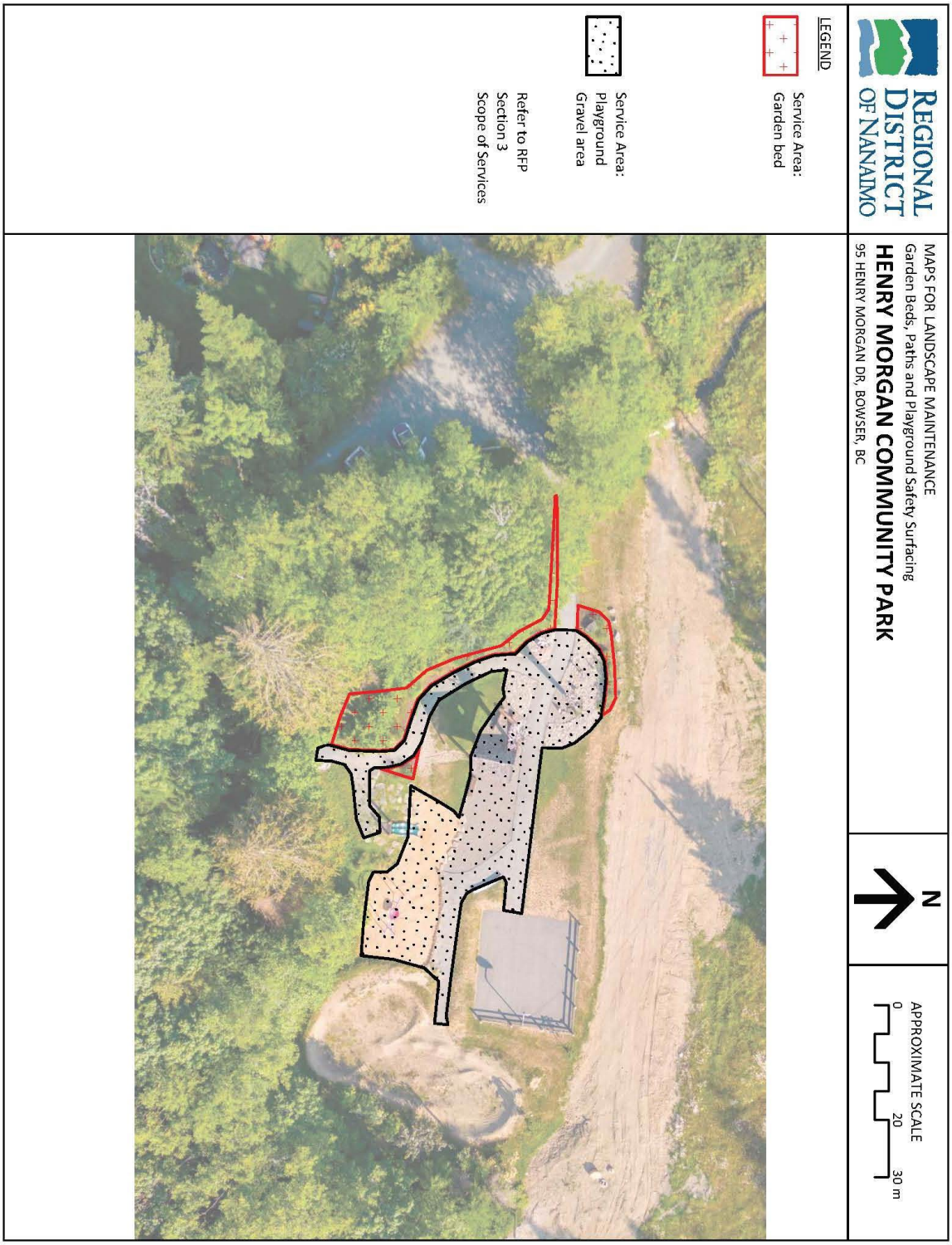


REGIONAL DISTRICT OF NANAIMO

Electoral Area G:



Electoral Area H:



REGIONAL DISTRICT OF NANAIMO

MAPS FOR LANDSCAPE MAINTENANCE
Garden Beds, Paths and Playground Safety Surfacing

DUNSMUIR COMMUNITY PARK

326 HORNE LAKE RD, QUALICUM BEACH, BC

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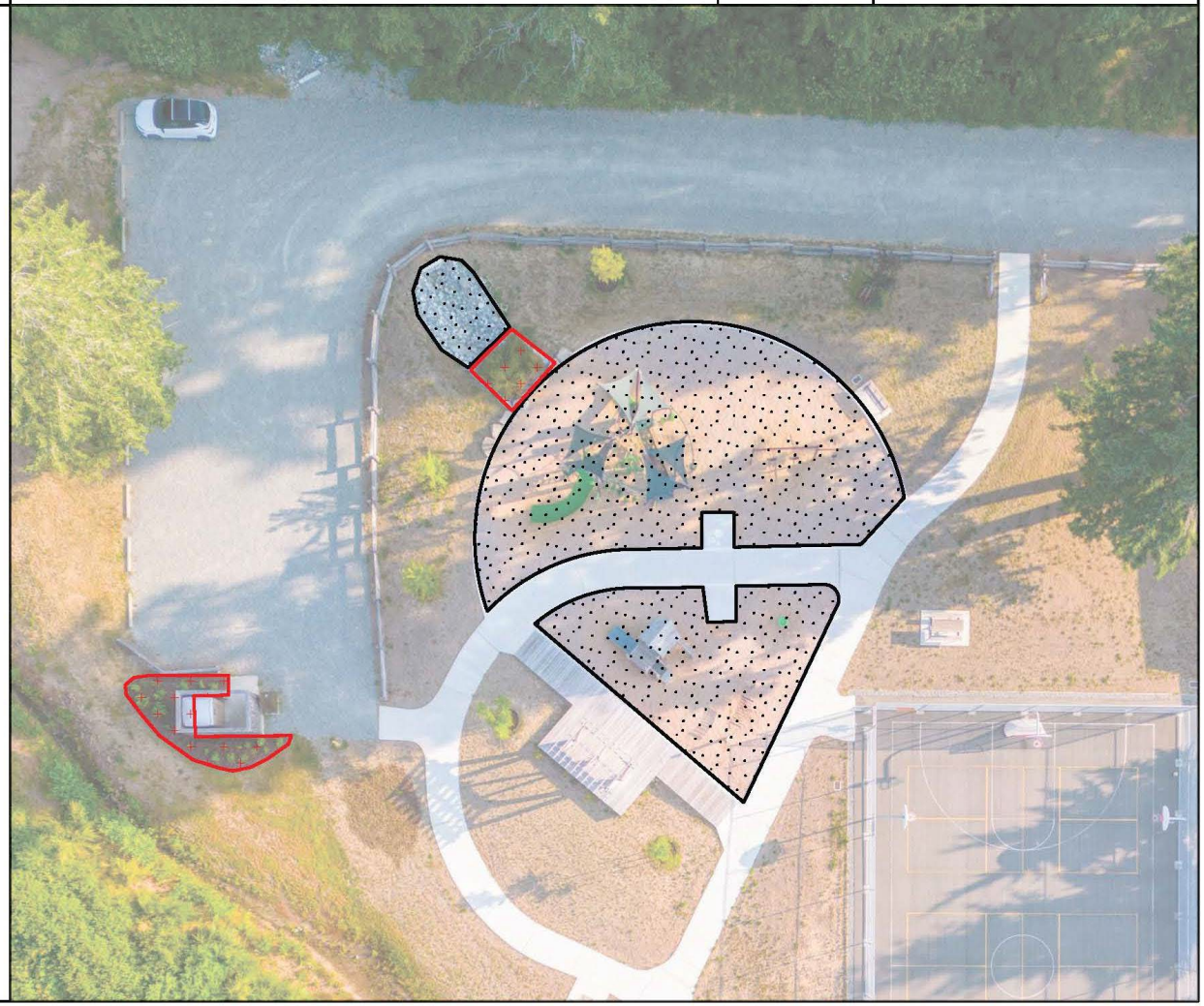
APPROXIMATE SCALE
0 5 10 m

LEGEND

Service Area:
Garden bed

Service Area:
Playground
Gravel
area

Refer to RFP
Section 3
Scope of Services



REGIONAL DISTRICT OF NANAIMO

REGIONAL DISTRICT OF NANAIMO

MAPS FOR LANDSCAPE MAINTENANCE Garden Beds, Paths and Playground Safety Surfacing

LIONS COMMUNITY PARK

3480 LIONESS BLVD, QUALICUM BEACH, BC

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APPROXIMATE SCALE

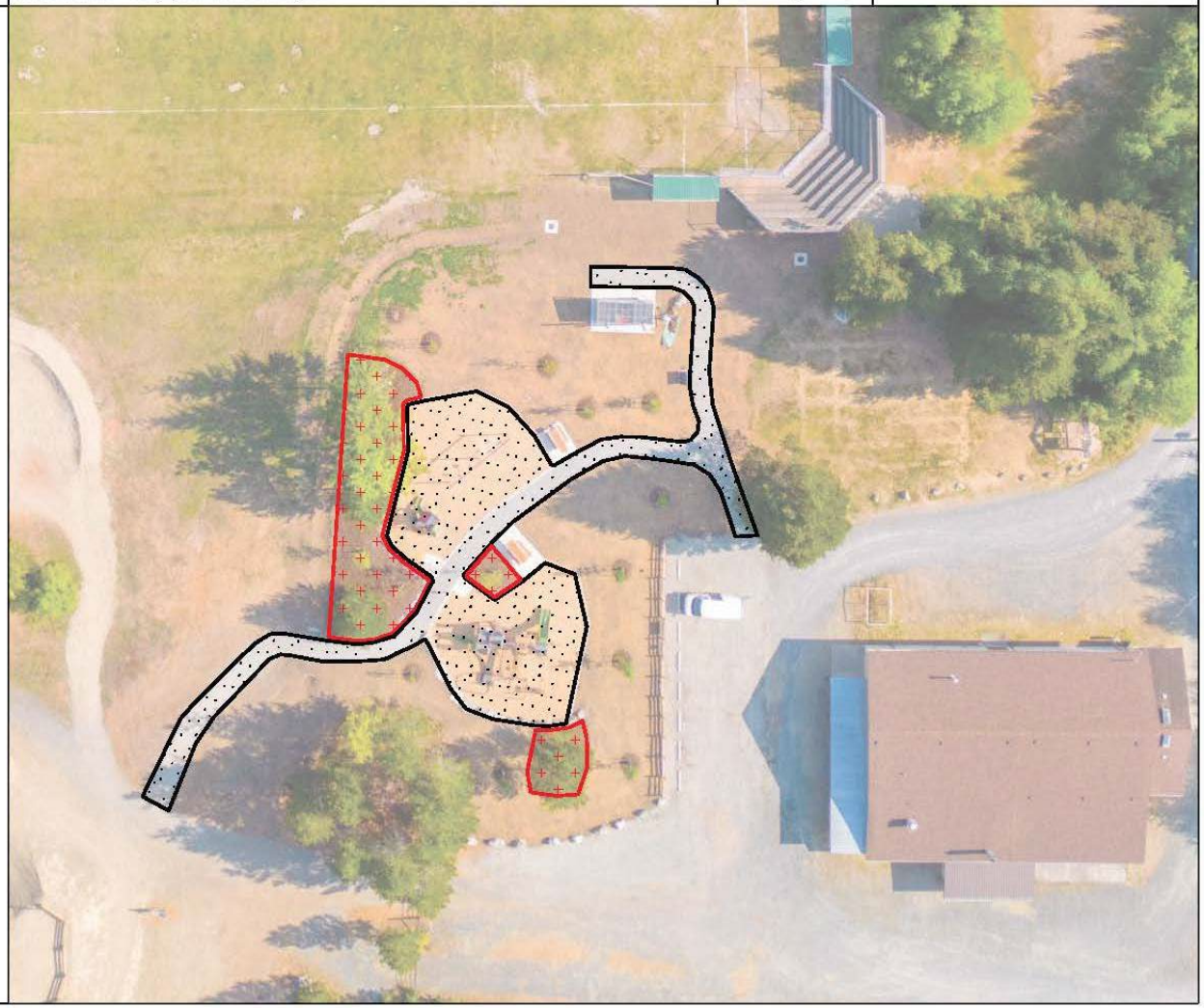
0 5 10 15 20 m

LEGEND

Service Area: Garden bed

Service Area: Playground Path

Refer to RFP Section 3 Scope of Services



Appendix B: Pricing Table (excluding GST):

Electoral Area A

Site Name	2024	2025	2026
Cedar Plaza Community Park			
Thelma Griffiths Community Park			
South Wellington Community Park			
Total Electoral Area A			

Electoral Area C

Site Name	2024	2025	2026
Meadow Drive Community Park			
Anders & Dorritts Community Park			
Total Electoral Area C			

Electoral Area E

Site Name	2024	2025	2026
Blueback Drive Community Park			
Stone Lake Drive Community Park			
Jack Bagley Community Park			
Total Electoral Area E			

Electoral Area F

Site Name	2024	2025	2026
Errington Community Park			

Electoral Area G

Site Name	2024	2025	2026
Boultbee Drive Community Park			

Electoral Area H

Site Name	2024	2025	2026
Henry Morgan Community Park			
Dunsmuir Community Park			
Lions Community Park			
Total Electoral Area H			

Total:	2024	2025	2026
Total Electoral Area A, C, E, F, G, H			

REGIONAL DISTRICT OF NANAIMO

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

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

1. Services

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

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided. At the conclusion of the term, this agreement will continue on a month-to-month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) calendar days' written termination notice.

3. Payment

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

4. Independent Contractor

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

5. Assignment and Sub-contracting

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

6. Indemnity

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

7. Insurance

a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of $5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.

b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than $5,000,000.

c) Contractor is responsible for any other insurance required to protect their interests.

d) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage & Prime Contractor Designation

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

a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;

b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and

c) General Requirements, Section 3.10 WorkSafe BC.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff. The Regional District will be under no further obligation to the

SAMPLE

Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default. Either party may terminate this agreement by providing sixty (60) calendar days' written notice to the other party.

10. Prior Dealings

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

11. Waiver

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

12. Counterparts

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

13. Dispute Resolution

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

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

14. Governing Law

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

15. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather

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conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

16. Amendment

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

17. Judge of Work and Materials

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

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

18. Rectification of Damage and Defects

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

19. Warranty and Guarantee

The work shall be warranted to be free of defects and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance. On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

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

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20. Statutes, Bylaws, Regulations and Permits

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

21. Site Inspection

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

22. Use of Premises

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

23. Clean Up

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

24. Change Orders

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

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

The adjustment for the Contract Price shall not exceed the actual cost of the Contractor's work for the change in the Work, plus an allowance for overhead and profit as follows:

.1 For Contractor, for overhead and profit, 10% of the actual cost of the Contractor's work;

.2 For Contractor, for overhead and profit, 10% of the amount for Subcontractor's work, being the actual cost of the Subcontractor's work plus the amount determined as set out in .3 below;

.3 For Subcontractor, for overhead and profit, 10% of the actual cost of the Subcontractor's work."

If a change in the Work results in a net decrease in the Contract Price, the amount of the credit shall be the net cost, without deduction for overhead and profit. When both additions and deletions covering

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related work or substitutions are involved in a change in the Work, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the Work."

25. CONFIDENTIALITY AND PRIVACY

25.1 Confidentiality

The Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of, relating to or arising out of the performance of the Services and this Contract (the "**Confidential Information**") and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Contractor may disclose the Confidential Information:

(a) with the prior written consent of RDN;
(b) in strict confidence to the Contractor's professional advisors;
(c) to Subcontractors who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and
(d) as otherwise required by law or permitted by this Contract.

The Contractor will require all Personnel and Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found herein.

25.2 Exceptions to Confidentiality Obligations

The obligations of confidentiality will not apply to:

(a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
(b) information that the Contractor already possessed independently before commencing the Services;
(c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
(d) information which is independently developed without the use of the Confidential Information.

25.3 Collection or Use of Confidential Information

Except with the prior written consent of the RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information to

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advance the commercial or other interests of the Contractor or any Subcontractor or any entity affiliated with the Contractor or any Subcontractor.

25.4 Privacy

The Contractor acknowledges that the RDN is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended ("**FOIPPA**"), and accordingly, any documents, information and data submitted to RDN by the Contractor under this Contract, as well as any resultant studies, documents, information, and date received by the RDN may be disclosed under FOIPPA. The Contractor will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

25.5 Publicity

The Contractor will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Contractor will refer all media inquiries relating to the Services or the Contract to the RDN.

26. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

27. Utility Location

It is the responsibility of the Contractor to locate any utilities in the vicinity of any construction, exploration, or investigation if required.

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SIGNATURES

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

For the Regional District of Nanaimo:

_____
Signature

_____
Printed Name

For the Contractor:

_____
Signature

_____
Printed Name

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SCHEDULE "A"

SCOPE OF WORK

“Contract Documents” consist of the following documents which copies are attached to this Agreement:

(1) This duly executed Agreement

(2) The duly executed Tender Form

(3) All Addenda

(4) Drawings

(5) Written Specifications

(6) The Tender Documents

(7) Other relevant documents.

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SCHEDULE "B"

CONTRACT PRICING

The Contract Pricing shall be the sum in Canadian Dollars of the following: **Appendix B: Pricing Table (excluding GST):**

Electoral Area A

Site Name	2024	2025	2026
Cedar Plaza Community Park			
Thelma Griffiths Community Park			
South Wellington Community Park			
Total Electoral Area A			

Electoral Area C

Site Name	2024	2025	2026
Meadow Drive Community Park			
Anders & Dorritts Community Park			
Total Electoral Area C			

Electoral Area E

Site Name	2024	2025	2026
Blueback Drive Community Park			
Stone Lake Drive Community Park			
Jack Bagley Community Park			
Total Electoral Area E			

Electoral Area F

Site Name	2024	2025	2026
Errington Community Park			

Electoral Area G

Site Name	2024	2025	2026
Boultbee Drive Community Park			

Electoral Area H

Site Name	2024	2025	2026
Henry Morgan Community Park			
Dunsmuir Community Park			
Lions Community Park			
Total Electoral Area H			

Total:	2024	2025	2026
Total Electoral Area A, C, E, F, G, H			

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The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract excluding GST and payments made on account of change orders, as may be required by the Contract Documents.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.
All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

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

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