REQUEST FOR TENDERS No. 26-042

Hallberg Community Park Development

ISSUED: November 17, 2026

CLOSING DATE AND TIME:
Tenders are requested to be received on or before:
3:00 PM (15:00 hrs) Local Time on December 17, 2026

Questions and Submissions are to be directed to:

Keona Wiley, Parks Planner at kwiley@rdn.bc.ca

Questions are requested to be received by 3:00 p.m., local time, December 8, 2026 & 3:00pm.

Proponent's Information Meeting:
Optional Information Meeting at Hallberg Community Park located at 3483 Hallberg Road in Cassidy BC, on Thursday November 26, at 1:00 p.m., local time.

Project Introduction

The Regional District of Nanaimo (RDN) invites qualified contractors to submit tenders for the construction of landscape and site development works at Hallberg Community Park.

Hallberg Community Park is a new neighbourhood park intended to provide recreational, social, and gathering opportunities for residents of the Hallberg community and surrounding area. The park design has been informed by community engagement and reflects local priorities for a safe, accessible, and welcoming public space that supports a variety of recreational activities and community uses.

This Invitation to Tender (ITT) pertains solely to the landscape architecture components of the project as outlined in the attached Issued for Tender drawing set. The procurement, supply, and installation of playground equipment was undertaken through a separate tender process and is not included within the scope of this ITT.

The successful Contractor shall provide all labour, materials, equipment, supervision, and incidentals required to complete the Work in accordance with the Contract Documents, applicable regulations, and industry best practices. Expected completion date is April 30, 2027.

Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender on or before 3:00 PM (15:00 hrs), Local Time, December 17, 2026.

Submission Method:

By Email Only: With "26-042 Hallberg Community Park Landscaping" as the subject line at this electronic address:

Keona Wiley, Parks Planner kwiley@rdn.bc.ca

The RDN will not be responsible for any technological delays. Vendors are advised to allow themselves enough time to submit their Tender according to these instructions.

Tenders received in any other manner will not be accepted. Tenders will not be opened in public.

ARTICLE 2. Scope of Work

The Work under this Contract consists of the construction of the landscape and site development components of Hallberg Community Park in accordance with the Issued for Tender drawing set, and all applicable regulations and standards.

The Contractor shall provide all labour, materials, equipment, supervision, transportation, permits, testing, and incidentals necessary to complete the Work and deliver a safe, functional, accessible, and fully operational community park.

The Work includes the development of key park amenities and infrastructure, including pedestrian pathways, open lawn areas, landscape planting, a half-court basketball court, picnic and gathering spaces, seating areas, site furnishings, and associated park infrastructure and servicing.

Contractor's responsibilities:
The Work generally includes, but is not limited to:

- Site preparation and earthworks;
- Rough and fine grading;
- Pathway construction;
- Half-court basketball construction;
- Installation of site furnishings, including picnic tables, benches, waste receptacles, bicycle parking, and other amenities identified in the Contract Documents;
- Drainage and related site servicing works;
- Topsoil placement, landscape planting, turf establishment, and landscape restoration;
- Installation of 53.34 cm x 182.88 cm x 15.24 cm concrete pad for future park entrance sign;
- Site cleanup and restoration of areas disturbed during construction; and
- All ancillary works necessary to deliver a complete and operational park landscape

ARTICLE 3. Site Visit
The site visit is non-mandatory. It will be held at **Hallberg Community Park located at 3483 Hallberg Road, Cassidy BC, on Thursday November 26, at 1:00 p.m**., local time. It is the responsibility of the potential contractors to be familiar with the site to determine the existing conditions, layouts and limitations and ask any questions. In submitting a tender, the contractor confirms that he/she has viewed the site and the tender includes any equipment, materials and labour necessary for this project. The contractor will rely entirely upon his/her own judgment in submitting a tender and include a sum sufficient to cover all items required for the contract.

ARTICLE 4. Examine Documents and Site
The Tenderer must carefully examine the Contract Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the REGIONAL DISTRICT in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents. No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 5. Addenda
If the REGIONAL DISTRICT determines that an amendment is required to this TENDER, the REGIONAL DISTRICT will post an addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written

addendum issued by the REGIONAL DISTRICT. It is the sole responsibility of the Proponent to check and ensure all addendums are included prior to submitting their final Tender submission.

ARTICLE 6. Tender Price

All pricing is to be in Canadian Dollars. Prices shall be filled in where indicated on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the REGIONAL DISTRICT reserves the right to correct the totals.

ARTICLE 7. Federal and Provincial Sales Taxes

Prices shall include provincial sales tax payable on all applicable materials and equipment incorporated in the work. GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 8. Tender Signing

The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 9. Revisions to Tenders

Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

Multiple Revisions

Where a Tenderer submits multiple revisions to the original tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

Unclear or Ambiguous Revisions

If in the opinion of the REGIONAL DISTRICT, any revision is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of this article, that revision will be disregarded and the original tender price, or the tender price determined by consideration of any other revisions will prevail. The REGIONAL DISTRICT, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 10. Tender Withdrawal

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 11. Tender Rejection

.1 The REGIONAL DISTRICT reserves the right to reject any or all tenders or accept other than the lowest tender and to accept the tender which it deems most advantageous.

.2 The REGIONAL DISTRICT may reject a tender if:

a) After investigation and consideration, the REGIONAL DISTRICT concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the REGIONAL DISTRICT.
b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced, or which has an insufficient or irregular surety.
d) The REGIONAL DISTRICT may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the REGIONAL DISTRICT, its elected or appointed officers and employees in relation to:
    - any other contract for works or services; or
    - any matter arising from the REGIONAL DISTRICT's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

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

.3 The REGIONAL DISTRICT may reject all tenders if for any reason the REGIONAL DISTRICT considers to be in its best interest to do so, including without limitation for any of the following reasons;
a) the lowest tender that the REGIONAL DISTRICT considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
b) the REGIONAL DISTRICT decides not to proceed with the project or to defer the project;
c) the REGIONAL DISTRICT is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.

.4 The REGIONAL DISTRICT reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.5 In no event will the REGIONAL DISTRICT be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 12. Award

Awards shall be made on tenders that will give the greatest value based on quality, service, and price. The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Intent to Award to the successful Tenderer.

ARTICLE 13. Form of Agreement
The Agreement and General Conditions of the contract are enclosed at the end of this document. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

ARTICLE 14. No Claim for Compensation
Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 15. Solicitation of Board Members
"If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the REGIONAL DISTRICT in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 16. WorkSafe BC Prime Contractor
The successful Tenderer is to be designated as the Prime Contractor and shall be qualified and willing to fulfill the Prime Contractor responsibilities as defined by WorkSafeBC.

The Prime Contractor will be required to coordinate the safety of all workers at the designated work site, including their employees, their subcontractors, REGIONAL DISTRICT work crews and their contractors, and private utilities, (such as BC Hydro, Telus, Shaw and FortisBC).

Prior to commencing work, the successful Tenderer will be required to provide the REGIONAL DISTRICT with its latest WorkSafeBC Clearance Letter demonstrating it is a member in good standing and its remittance is up to date. Otherwise, no work can commence until the Tenderer is either reinstated in good standing or if the REGIONAL DISTRICT decides to cancel the agreement because this would result in an unacceptable time delay.

ARTICLE 17. Freedom of Information and Protection of Privacy Act
All documents submitted to the REGIONAL DISTRICT will be held in confidence by the REGIONAL DISTRICT, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act.*

ARTICLE 18. HOURS OF WORK
Tenderer is advised that no work will be permitted outside the hours defined below:

Before 7:00 a.m. or after 7:00 p.m., Monday to Saturday and before 9:00 a.m. or after 7:00 p.m., on Sundays and Statutory Holidays.

ARTICLE 19. CONFLICT OF INTEREST
The Bidder declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the REGIONAL DISTRICT or their immediate families which might in any way be seen to create a conflict.

ARTICLE 20. COLLUSION
The Bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the Bidder has an interest in the Bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

ARTICLE 21. LANDSCAPE MAINTENANCE BOND
The successful Bidder shall provide a Two (2) Year Landscape Maintenance Bond that ensures a contractor will maintain and repair any defects in their work from the project's completion.

TENDER FORM

Hallberg Community Park Development

Date: _____

Company Name:_____

Address: _____

Telephone:_____ Email: _____

To: Keona Wiley, Parks Planner kwiley@rdn.bc.ca

Having examined the Project site and having all of the tender documents including any addenda issued as supplements thereto, we hereby offer to perform the Work set forth in the aforesaid documents for the Stipulated Contract Price. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the cost to the Owner of such charges excluding GST which shall be shown separately.

Lump Sum Total $_____

GST (5%) $_____

Total Stipulated Contract Price $_____

ACCEPTANCE

.1 The tender is open to acceptance for a period of thirty (30) calendar days from the date of bid closing.

.2 Submission of this Bid implies acceptance of the existing conditions at the site.

.3 We understand that the lowest or any Bid will not necessarily be accepted. The Owner may also elect not to proceed with the Project.

.4 The Owner reserves the right to waive minor defects or irregularities in the bid.

TENDER FORM

Hallberg Community Park Development

.5 We agree to be designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations and have the necessary qualifications and are willing to accept the responsibilities as Prime Contractor for the project.

.6 We agree provide a Two (2) Year Landscape Maintenance Bond that ensures we will maintain and repair any defects in the work from the project's completion.

.7 We can complete the work by **April 30, 2027.**

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)