



## **REQUEST FOR TENDERS No. 26-013**

### **Lions Community Park – Infield Improvements**

**ISSUED: January 30, 2026**

#### **CLOSING DATE AND TIME:**

On or before:

**3:00 PM (15:00 hrs) Local Time on February 20, 2026**

#### **Submissions and Questions are to be directed to:**

Riccardo Tavella, Parks Planner  
Regional District of Nanaimo  
Email: [rtavella@rdn.bc.ca](mailto:rtavella@rdn.bc.ca)

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

#### **Pre-Bid Site Meeting:**

No site meeting will be held. Vendors are to view the site on their own.

Tenders will not be opened in public



## **Instructions to Bidders**

### **ARTICLE 1: Closing Date and Time**

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on February 20, 2026.

1. By Email: With "26-013 Lions Park Infield Improvements" as the subject line at this electronic address:

rtavella@rdn.bc.ca

*Please note: The RDN will not be liable for any technological delays of submissions.*

### **ARTICLE 2: Pre-Bid Site Visit**

No site meeting will be held. Vendors are to view the site on their own.

### **ARTICLE 3: Amendment to Tenders**

Tenders may be amended in writing and sent via email at rtavella@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Bidder.

### **ARTICLE 4: Addenda**

If the RDN determines that an amendment is required to this Tender, the RDN will post the Addendum on the RDN ([www.rdn.bc.ca/current-bid-opportunities](http://www.rdn.bc.ca/current-bid-opportunities)) and BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) websites. Each addendum will be incorporated into and become part of the Tender. No amendment of any kind is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Bidder to check and ensure all amendments are included prior to submitting their final Tender submission.

### **ARTICLE 5: Withdrawal of Tenders**

The Bidder may withdraw their Tender at any time by submitting a written withdrawal email to rtavella@rdn.bc.ca on or before the closing.

### **ARTICLE 6: Document and Site Examination**

The Contractor must carefully examine the Contract Documents and the site of the proposed works, judging for and satisfying themselves as to the probable conditions to be encountered. Should a Contractor find discrepancies in, or omissions from the drawings or other documents, or should they be in doubt as to their meaning, they should, prior to submitting a Tender, notify the RDN in writing. The Contractor may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

### **ARTICLE 7: Form of Submission and Signature**

The Tender should be submitted on the enclosed TENDER FORM provided and be executed by an authorized signatory in a position to legally bind their Company.

### **ARTICLE 8: Bonding**

Bonding is not required for this project.

## **Scope of Services**

### **1. INTRODUCTION**

The purpose of this Tender is to solicit submissions from experienced and qualified contractors to improve two new infields on existing softball diamonds in Lions Community Park located in Qualicum Bay.

### **2. GENERAL SCOPE OF SERVICES**

The work required to complete this project includes:

#### Infield Construction

- Layout of two infields in accordance with project drawings. RDN project manager to be present during layout.
- Excavation of existing sod and site soils to 150mm depth. All material to be removed and disposed off-site.
- Subgrade to have positive drainage (min. 0.5%) following the existing grade of the fields. Subgrade to be compacted prior to infield mix installation.
- Remove existing home plate and reinstall following infield construction.
- Install, grade, and compact 150mm depth of Grey Infield Mix (HS-09 Infield Mix) a 1/8" minus mixture of sand, crusher fines and limestone sourced from Butler Aggregates. ([www.butlerco.ca](http://www.butlerco.ca))
- Surface to be graded smooth and flat for softball play. Edges to be flush with adjacent surfaces. No lips, bumps, divots, or surface undulations will be accepted.
- Site access routes to be approved in advance by RDN project manager to minimize equipment damage to existing fields. All tire ruts and other construction disturbances to be repaired with topsoil and grass seed.

#### Additional Contractor Requirements and Responsibilities include:

- BC One-Call prior to construction.
- Work must be done outside of the softball tournament.
- Notice of Project requirements as per WorkSafe BC.
- Maintain the working area in a clean and orderly manner, protecting all adjacent parks' amenities and infrastructure from construction materials and activities.

#### Schedule

- Preferred completion date for construction is October 09, 2026

### **3. PROPOSED PURCHASE CONTRACT**

The RDN's preferred form of Contract is attached herein. Bidders should carefully review this form of Contract. Bidders may (but are not required to) request that RDN consider revising the form of Contract. Bidders 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 Closing Date and Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

#### **4. GENERAL CONDITIONS**

##### **4.1 Acceptance and Rejection of Submissions**

This Tender is irrevocable and open for acceptance for a period of thirty (30) calendar days after the closing date for receipt of Tenders. The Owner will, following receipt of an acceptable Tender, issue in writing a Notice of Intent to Award to the successful Bidder. Within seven (7) business days from the date of acceptance of this Tender the Contractor shall execute a contract with the RDN to perform the described work.

Consideration and bid awards will be made on the best value criteria consisting of a combination of price, availability, warranty, and not necessarily on the lowest bid. The lowest, or any bid, may not necessarily be accepted. The RDN reserves the right to waive informalities in any Tender and to accept the Tender which it deems most advantageous.

The RDN may reject all Tenders if the lowest Tender which is otherwise proper is higher than the funds budgeted or available for the project or the RDN on reasonable grounds decides that it will not proceed with the project at all. The RDN reserves the right to award the work in whole or in part or to add or delete any portion of the work.

Awards shall be made on Tenders that will give the greatest value based on quality, service, and price. The RDN may reject the lowest or any bid if after investigation and consideration, the RDN concludes that the Contractor is not qualified to do the work and/or cannot do the work and perform the contract in a manner satisfactory to the RDN.

##### **4.2 Conflict of Interest**

Bidders shall disclose in their Tender any actual or potential Conflict of Interest it may have with the RDN, its elected officials, appointed officials, or employees.

##### **4.3 Solicitation of Board Members and RDN Staff**

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

##### **4.4 Litigation Clause**

The RDN may, in its absolute discretion, reject a Tender submitted if the Bidder, or any officer or director of the Bidder 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 Tenders.

In determining whether to reject a Tender under this clause, the RDN will consider whether the litigation is likely to affect the Bidder's ability to work with the RDN, its consultants and representatives and



whether the RDN's experience with the Bidder 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 Bidder.

#### ***4.5 Exclusion of Liability***

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

#### ***4.6 Ownership of Tenders***

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

#### ***4.7 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.



TENDER FORM  
**Lions Community Park – Infield Improvements**  
Page 1 of 2

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

To: Riccardo Tavella  
**rtavella@rdn.bc.ca**

Having examined the Project site and having carefully examined all documents including any addenda issued as supplements thereto, and having examined the site, 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, tariffs, and shall represent the cost to the Owner of such charges excluding GST which shall be shown separately.

**Stipulated Contract Price:**

Lump Sum Price: \$ \_\_\_\_\_

Goods and Services Tax (GST) \$ \_\_\_\_\_

Total Price \$ \_\_\_\_\_

TENDER FORM  
**Lions Community Park – Infield Improvements**  
Page 2 of 2

**Acceptance:**

- a) The Tender is open to acceptance for a period of thirty (30) calendar days from the date of bid closing.
- b) Submission of this Tender implies acceptance of the existing conditions at the site.
- c) We understand that the lowest or any Tender will not necessarily be accepted. The Owner may also elect not to proceed with the Project.
- d) The Owner reserves the right to waive minor defects or irregularities in the bid and correct any mathematical extension errors.
- e) 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.
- f) The successful contractor is to provide their own water and power, if required.
- g) Prior to commencing work, the successful contractor will be required to provide the RDN with its latest WorkSafe BC Clearance Letter demonstrating it is a member in good standing and its remittance is up to date.
- h) Prior to commencing work, the successful contractor will be required to provide a Comprehensive General Liability Insurance certificate in an amount not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence against bodily injury and property damage. The Owner is to be listed as an additional insured on the certificate.

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
(Authorized Officer)

**Printed:** \_\_\_\_\_  
(Authorized Officer)





CONTEXT MAP

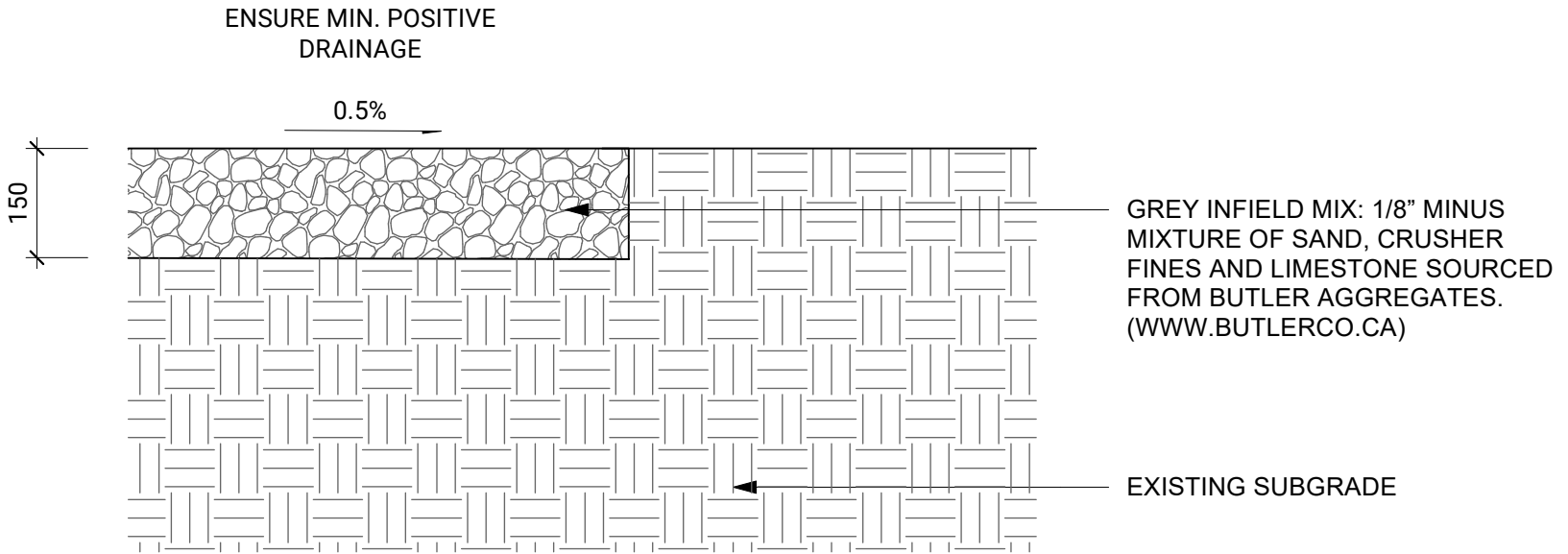


INFIELD LAYOUT

- NOTES**
- Base lines are shown for layout reference only. Entire infield area to be excavated and resurfaced.
  - Area of one infield is approximately 1160 sq.m. It is the contractors responsibility to confirm total area and material volume requirements for the work.
  - Layout is the same for both infields.

THIS DRAWING AND DESIGN ARE, AND REMAIN, THE PROPERTY OF REGIONAL DISTRICT OF NANAIMO AND CANNOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT FROM THE PARKS SERVICES MANAGER.





NOTES:

1. SURFACE TO BE GRADED SMOOTH AND FLAT FOR SOFTBALL PLAY.
2. EDGES TO BE FLUSH WITH ADJACENT SURFACES.
3. NO LIPS, BUMPS, DIVOTS, OR SURFACE UNDULATIONS WILL BE ACCEPTED.

SCALE: 1:10



BETWEEN: \_\_\_\_\_ (the "Contractor")

AND: The Regional District of Nanaimo (the "Regional District")

THIS AGREEMENT WITNESSES that the Contractor and the REGIONAL DISTRICT agree as follows:

1. The Contractor shall provide all labour, Contractor's Plant and Equipment and materials required to perform the Work within the required time, as required by the Contract Documents.
2. The REGIONAL DISTRICT shall pay the Contractor the Contract Price, as required by the Contract Documents.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
  - (a) Up to the Tender Price set out in the accepted Tender Form and;
  - (b) Payments made on account of change orders, as may be required by the Contract Documents.

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.

4. The Contractor shall commence the Work within 7 Days after issuance of the Notice to Proceed from the REGIONAL DISTRICT, unless the Notice to Proceed states otherwise, and shall attain completion of the Work by   .
5. The Contract Documents shall form a part of this Agreement as though recited in full.
6. The Contract supersedes all prior negotiations, representations, or agreements, whether written or oral and is the entire agreement between REGIONAL DISTRICT and the Contractor with respect to the subject matter of this Agreement.
7. Defined terms in this Agreement shall have the same meanings as set out in the General Conditions, except where the contrary is expressed.
8. In entering into and executing this Agreement, the Contractor has relied on its own examination of the Site, access to the Site, and on all other data, matters and things requisite to the fulfilment of the Work, and on its own knowledge of existing services or utilities along or crossing or in the vicinity of the route or facility to be installed or



constructed under this Contract, and not on any representation or warranty of the REGIONAL DISTRICT.

9. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the REGIONAL DISTRICT.
10. No action or failure to act by the REGIONAL DISTRICT or an authorized representative of the REGIONAL DISTRICT shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
11. This Agreement shall enure to the benefit of and be binding upon the REGIONAL DISTRICT and the Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Contractor, the grants, covenants, provisos and claims, rights, powers, privileges, and liabilities shall be construed and held to be several as well as joint.
12. Time shall be of the essence of this Agreement.
13. 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.

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

The Regional District of Nanaimo by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the date of Agreement):

SIGNED on behalf of the REGIONAL DISTRICT by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CONTRACTOR'S NAME]

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

SIGNED on behalf of the Contractor by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SECTION**



## **GENERAL TERMS & CONDITIONS OF CONTRACT**

### **PART 1 LAW APPLICABLE**

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

### **PART 2 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 in charge of safety and shall fulfill the Prime Contractor responsibilities.

### **PART 3 QUALITY OF WORK AND MATERIALS**

The whole of the materials and/or the work, whether or not so stated herein, shall be done in the most substantial and professional manner with new materials, articles, equipment and work of the best quality and description and by employment of properly skilled trades and in strict conformity with and as required by this contract to the satisfaction of the REGIONAL DISTRICT whether or not so stated herein. Materials and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.

Materials are to be installed or incorporated into the Work applied in accordance with the manufacturer's directions. Use the techniques and application best suited for the type of material being used.

### **PART 4 JUDGE OF WORK AND MATERIALS**

The REGIONAL DISTRICT shall be the final judge of all work, materials, and plants 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.

## **PART 5 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.

## **PART 6 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 Contractor, 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.

## **PART 7 ASSIGNMENT**

The Contractor shall not assign, sub-contract or let out as task work any part of the work, and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the REGIONAL DISTRICT, which consent the REGIONAL DISTRICT may withhold in its absolute discretion. If the REGIONAL DISTRICT should consent to any such assignment, sub-contracting or letting out as task work of all or any part of the work, the Contractor shall by reason thereof be in no ways relieved from his responsibility for the fulfillment of the work but shall continue to be responsible for the same in the same manner as if all the work had been performed by the Contractor himself.

## **PART 8 TERMINATION**

The REGIONAL DISTRICT may by written notice to the Contractor terminate the whole or any part of this contract in any one of the following circumstances:



- a) If the Contractor fails to perform the work within the time specified herein or any extension thereof.
- b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in any of these circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the REGIONAL DISTRICT may authorize, in writing, after receipt of notice from the REGIONAL DISTRICT specifying any such failure.
- d) In the event that the Contractor performs any act or does anything by which the REGIONAL DISTRICT shall incur any liability whatsoever.
- e) The REGIONAL DISTRICT may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.
- f) In the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the REGIONAL DISTRICT requiring the REGIONAL DISTRICT to pay to such creditor or to a sheriff or other public official or to the Court any portion of the consideration due to the Contractor under this Contract.
- g) In the event that the Contractor shall be adjudged bankrupt or if it should make a general assignment for the benefit of creditors or if it becomes insolvent or is appointed by a creditor or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

Upon termination of the Contract as aforesaid, the REGIONAL DISTRICT shall have no obligation to the Contractor except for such labour and materials as have been supplied or performed up to the date of the termination of the Contract.

## **PART 9 STATUTES, MUNICIPAL BY-LAWS, 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.

## **PART 10 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.

#### **PART 11 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.

#### **PART 12 DAMAGE TO PERSON AND PROPERTY**

The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Contractor, or its employees.

#### **PART 13 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.

#### **PART 14 CURRENCY OF PAYMENT**

All reference to money in this Contract shall refer to and mean lawful money of Canada.

#### **PART 15 DAMAGES FOR DELAY**

If the work is not completed and/or the materials delivered before or upon the expiration of the time limited therefore all costs which the REGIONAL DISTRICT shall be put to by reason thereof shall be charged to the Contractor.

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 day basis unless otherwise negotiated and 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.

#### **PART 17 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 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.

#### **PART 18 PROTECTION OF REGIONAL DISTRICT AGAINST CLAIMS**

The Contractor shall assume the defense of and indemnify and hold harmless the REGIONAL DISTRICT and its officers, employees and agents, from and against all claims relating to materials furnished and to inventions, copyrights, trademarks, or patents, and rights thereto used by the Contractor in the execution of this contract and in subsequent use and/or operation by the REGIONAL DISTRICT.

#### **PART 19 INSURANCE**

Insurance Obtained by Contractor

General

The Contractor shall itself and cause each subcontractor to obtain and maintain, at its own expense, the insurance set out below until all conditions of the Contract have been fully complied with.

Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury, death, and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the



REGIONAL DISTRICT is added as Additional Insureds. The policy shall include Premises and Operations Liability; Contractor's Protective Liability with respect to the operations of sub-contractors; Completed Operations Liability; Contractual Liability; Non-Owned Automobile Liability; and a Cross Liability and/or Severability of Interest clause protecting each insured to the same extent as if they separately insured.

The policy shall also contain a clause providing that the REGIONAL DISTRICT will receive 30 days' notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the REGIONAL DISTRICT.

The Contractor shall file with the REGIONAL DISTRICT, prior to the commencement of work, a certificate of insurance in a form acceptable to the REGIONAL DISTRICT evidencing this policy. The Contractor shall also file with the REGIONAL DISTRICT evidence of the renewal on this policy. The Contractor is responsible for paying all deductibles.

#### Automobile Third Party Liability Insurance

A Standard Owner's Form Automobile Policy for each vehicle used in the performance of the Contract and regulated by the Insurance (Motor Vehicle) Act or similar legislation. The Third-Party Legal Liability Limits are to be in an amount not less than \$2,000,000 per occurrence.

#### Contractor's Equipment Insurance

The Contractor shall maintain an All-Risk insurance policy covering all construction equipment, mobile equipment, miscellaneous equipment, tools, office contents and other miscellaneous property whether owned, leased or rented or for which the Contractor may be responsible, that is used in any way in connection with this Contract.

#### Other Insurance

The Contractor and subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

#### Waiver of Subrogation

Each insurance policy obtained by the Contractor, or any subcontractor shall include the following clause:

##### "Waiver of Subrogation

It is understood and agreed that in the event of a loss and upon payment of any claim hereunder, the insurer will waive its right of subrogation against the REGIONAL DISTRICT and any of their servants, agents, employees, parent, subsidiary, affiliated or related firms."

## **PART 20      FORCE MAJEURE**

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such a delay or failure is due to fire, flood, explosion, war, embargo, governmental action, pandemic, epidemic, act of public authority, act of God or to any other cause beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the force majeure event last longer than 30 calendar days, the REGIONAL DISTRICT may terminate this agreement immediately by written notice to the contractor without further liability, expense, or cost of any kind.

## **PART 21      DISPUTE RESOLUTION**

21.1 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.

## **PART 22      INDEPENDENT CONTRACTOR**

The Contractor shall be, and in all respects be deemed to be, an independent contractor and nothing in this *Agreement* shall be construed to mean that the Contractor is an employee of the REGIONAL

DISTRICT or that any agency, joint venture, or partnership exists between the *Contractor* and the *REGIONAL DISTRICT*.

## **PART 23      HOURS OF WORK**

Hours of work will be mutually agreed between the parties while respecting the neighborhood.

## **PART 24 CSA SEAL or PROVINCIAL CERTIFICATE APPROVAL**

If applicable, all electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2021) as adopted and amended by the Province of British Columbia (hereinafter referred to as the “Electrical Code”), as amended from time to time.

## **PART 25. COMPETENCY and QUALIFICATIONS**

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

## **PART 26 CONFIDENTIALITY AND PRIVACY**

### **26.1 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.

### **26.2 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.

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

### **26.4 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 data 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.

### **26.5 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.

**PART 27. UTILITY LOCATION**

It is the responsibility of the Contractor to locate any utilities in the vicinity of any construction, exploration, or investigation prior to the commencement of any work.

**PART 28. BUILDER'S LIEN**

If applicable, the Contractor shall, at its own expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished with respect to the lands comprising the work site or the work which may be registered against or otherwise affect the lands or the work, except liens properly filed by the Contractor on its own behalf, to be paid, satisfied, released or vacated forthwith after the REGIONAL DISTRICT has sent written notice of any claim for any such lien

**PART 29 CONTRACT DOCUMENTS**

"Contract Documents" consist of the following documents:

- (1) Duly executed Agreement
- (2) General Conditions
- (3) Duly executed Tender Form
- (4) Addenda
- (5) Drawings and Specifications
- (6) The Tender Documents
- (7) Other relevant documents such as but not limited to letters of clarification and any reports, standards or the like included by reference.