



REQUEST FOR PROPOSALS No. 26-024

Cedar Community School Tennis Court Expansion

ISSUED: May 7, 2026

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on June 4, 2026

Submissions and Questions are to be directed to:
Keona Wiley, Park Planner, 250-248-4744, kwiley@rdn.bc.ca

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

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 June 4, 2026.

Submission Method:

By Email: In PDF format with “26-024 Cedar Community School Tennis Court Expansion” as the subject line at this electronic address:

kwiley@rdn.bcca

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 (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 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 and experienced firms to expand the existing tennis court at the Cedar Community Secondary School located at 1640 MacMillan Road, Cedar BC to accommodate four pickleball courts.

Upgrades to the existing court includes:

- Expanding the asphalt surface to 68' wide x 130' long (from 53' wide x 130' long);
- Expanding the chain-link fencing to accommodate new court size;
- Crack repair on existing asphalt
- Rubberized color coating of complete court surface;
- Line painting for four permanent pickleball courts; and
- Installation of four permanent pickleball nets and posts.

The required completion date is September 7, 2026. Work needs to be complete during the summer break window of July and August 2026.

3. BACKGROUND

Pickleball is one of the fastest-growing sports in British Columbia. Repurposing the underutilized tennis courts at Cedar Community Secondary School will provide a high-quality recreational space and will help promote physical activity, social connection, and intergenerational recreation in Cedar.

4. SCOPE OF SERVICES

The scope of services includes the following:

- Expansion of the tennis court and perimeter fence by 15 feet x 130 feet (4.57m x 39.62m) as per Drawing CO-01 and detail HS-02a (Appendix 2).
- Disposal of excavated material offsite.
- Fill in tennis net post sleeves to conform with existing/surrounding surface.
- Crack repair on existing asphalt court.
- Supply and place new asphalt pavement as per Drawing CO-01 and detail HS-02a (Appendix 2)
- Contractor to ensure the expanded court surface is smooth and level with the existing surface, including appropriate subbase preparation and compaction to mitigate differential settlement between the new and existing asphalt. Positive surface drainage is required away from the court.
- Supply and install 4 sets of pickleball posts per Drawing CO-01 (Appendix 2).
- Supply and install 4-foot-high chain link fence for interior separation per Drawing CO-01 (Appendix 2).
- Supply and install acrylic textured coating (LayKold Colorcoat Sport Surfacing system, Picklepave by Tomko Sports Systems or approved equivalent). Color as per drawing CO-01. Supply and apply asphalt coating line marking (Laykold Line Prime and Laykold textured line paint, Line



marking by Tomko Sports Systems or Victoria Playco or approved equivalent). Lines will be white and applied as ASBA guidelines for 4 pickleball courts as per Drawing CO-01.

- Expand fencing with new galvanized chain link to match with existing fencing.
- Supply and install Pickleproof Sound Reduction Solution (or approved equivalent) to cover south fence as per drawing CO-01 (Appendix 2).

As part of the construction services, please include the following:

- Construction Safety Plan, to be approved by the RDN.
- Mobilization and project layout.
- Secure adequate parking, laydown, staging, and storage areas as required to complete the work.
- Complete work during the school summer break (July -August).
- Provide site fencing and secure as required to protect the public during construction.
- Make good all site damage resulting from construction activities.

5. DELIVERABLES AND OUTCOMES

The final deliverable is a fully fenced 68' wide x 130' long (from 53' wide x 130' long) acrylic textured coated asphalt sport court that accommodates four permanent pickleball courts. Successful Contractor to submit color palette to the RDN for approval prior to installation.

6. REFERENCE/BACKGROUND INFORMATION

Please see attached for the following:

Appendix 1: Park context map, court measurements and photos of existing site conditions.

Appendix 2: Standard Drawings and Details (CO-01, HS-02a)

7. PROPOSAL SUBMISSION AND EVALUATION

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.

Please include with your proposal:

A. Company Profile & Project Team

- Describe your company's background and areas of expertise.
- Key team members and experience with design build projects.
- Describe two recent comparable projects and provide photos of the completed project, project budget and project timeline information.

B. Project Approach and Schedule

- Provide a timeline showing the anticipated project schedule, including all submissions and key milestones.

C. Sustainability and Value-Added Services



- Describe the systems, policies and/or practices you use to reduce waste associated with byproducts of production and other operational activities.
- Describe the systems, policies and/or practices you use to understand, manage, and reduce your energy consumption.
- Identify challenges, constraints and obstacles in the project and advise on strategies to minimize.
- What does your firm suggest adding value to the project?
- Contractors may suggest cost savings or value-added services as a separate item. This should not be reflected in the proposal price and should be identified and listed separately.

D. Fee Proposal

- Provide a lump sum comprehensive proposed fee, in Canadian Dollars, for design and construction services.

Proposals will be evaluated on the following basis 20% Technical, 80% Financial. The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$.

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.

8. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached as Appendix 3. 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.

9. GENERAL CONDITIONS

9.1 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, including any “Contract A” obligations, is formed until a fully executed contract is in place.

9.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Exclusion of Liability

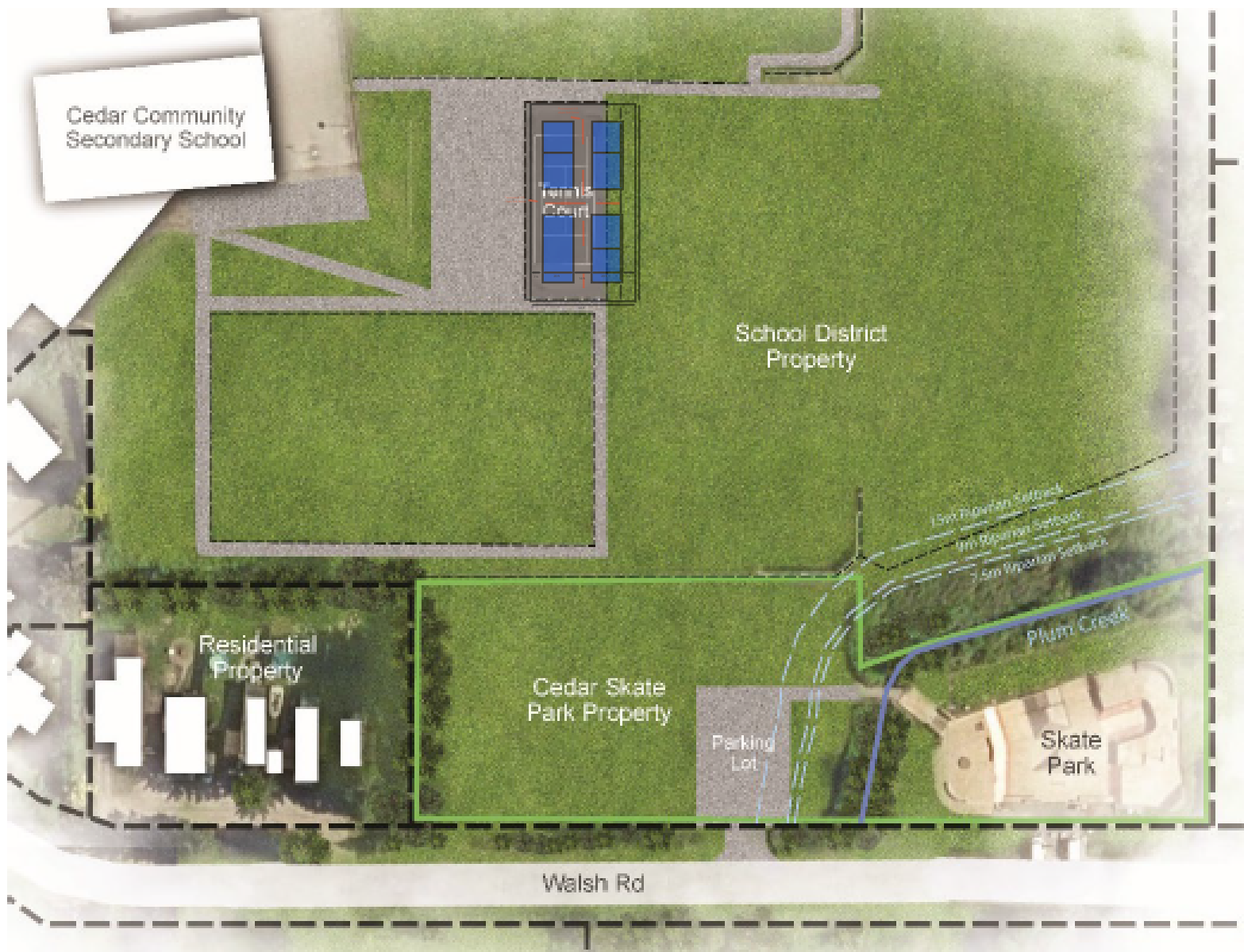
Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or 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, because of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

9.8 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.

9.9 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.



Cedar Community
Secondary School

Tennis
Courts

School District
Property

Residential
Property

Cedar Skate
Park Property

Parking
Lot

Plum Creek

Skate
Park

Walsh Rd

15m Riparian Setback

1m Riparian Setback

7.5m Riparian Setback







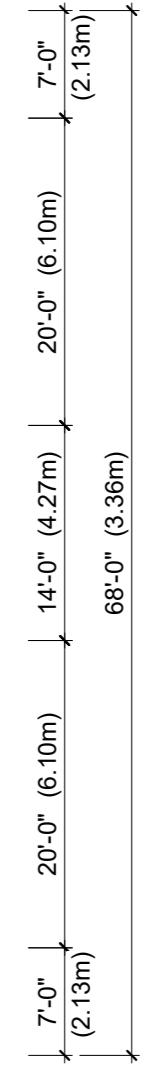
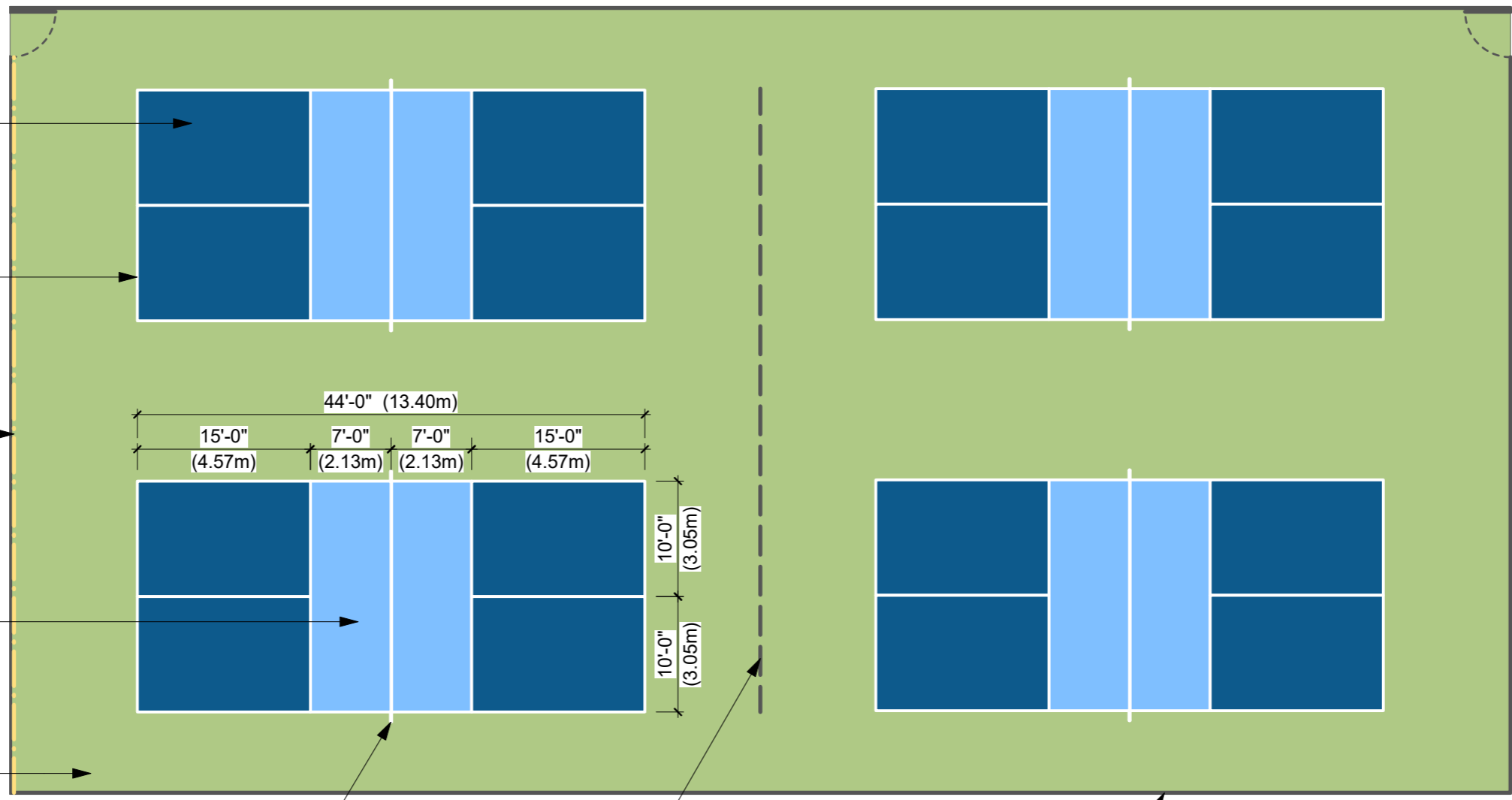
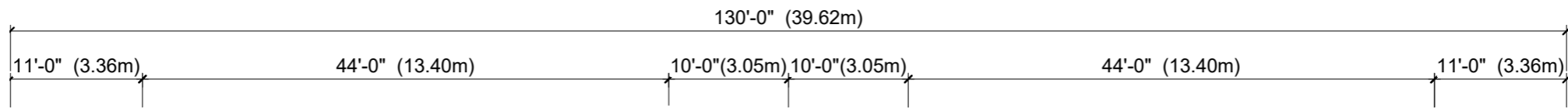












ACRYLIC TEXTURED COATING, PICKLEPAVE BY TOMKO SPORTS SYSTEMS (OR APPROVED EQUIVALENT), COLOR DARK BLUE. REFER TO DETAIL HS-02A

ASPHALT COATING, LINE MARKING BY TOMKO SPORTS SYSTEMS OR VICTORIA PLAYCO (OR APPROVED EQUIVALENT), COLOR WHITE. REFER TO DETAIL HS-02A

PANELS OF PICKLEPROOF SOUND REDUCTION SOLUTION (PP-SRS-AB-S102) BY DIY COURT CANADA (OR APPROVED EQUIVALENT) COLOR GREY.

ACRYLIC TEXTURED COATING, PICKLEPAVE BY TOMKO SPORTS SYSTEMS (OR APPROVED EQUIVALENT), COLOR LIGHT BLUE. REFER TO DETAIL HS-02A

ACRYLIC TEXTURED COATING, PICKLEPAVE BY TOMKO SPORTS SYSTEMS (OR APPROVED EQUIVALENT), COLOR GREEN. REFER TO DETAIL HS-02A

PICKLEBALL POST BY DOUGLAS® PREMIER™ RD ITEM # 63071 (OR APPROVED EQUIVALENT), COLOR BLACK

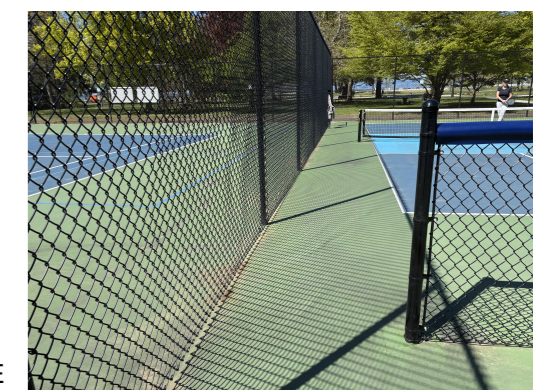
4 FT HIGH CHAIN LINK FENCE, 2 INCH MESH, 6 GAUGE WIRE, POWDER COATED COLOR BLACK

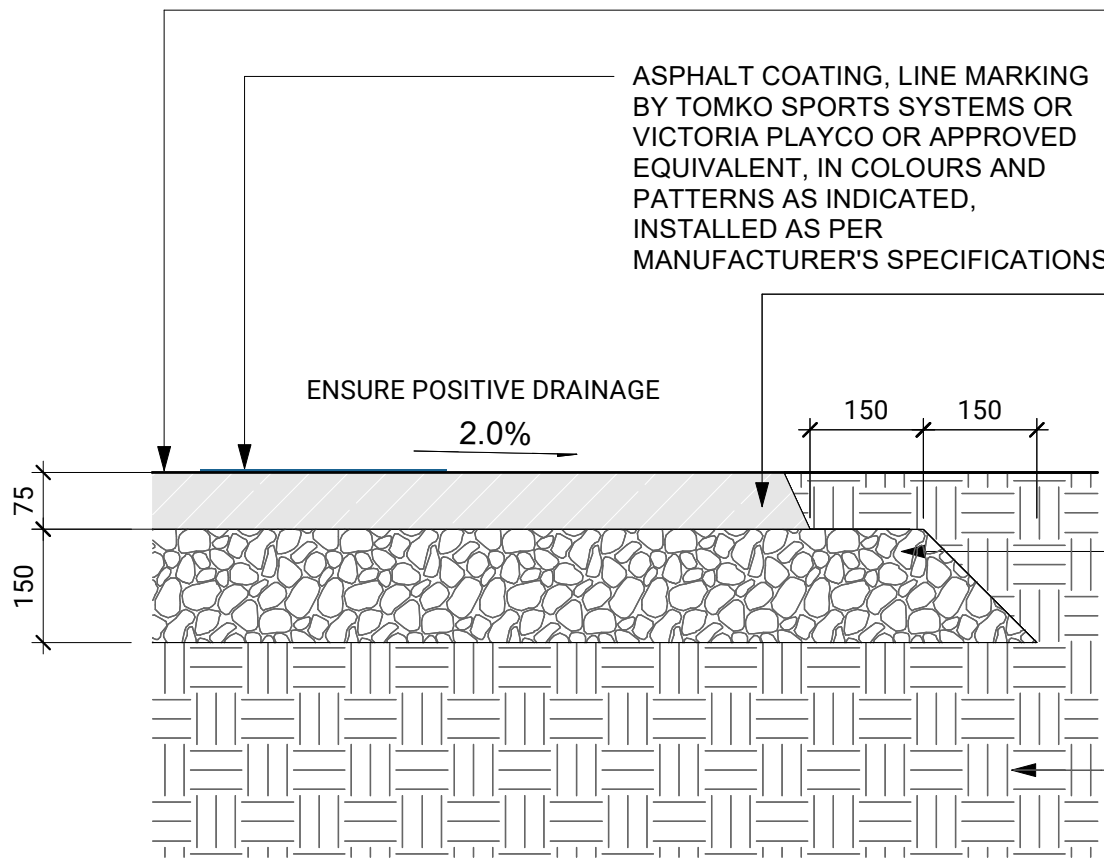
GALVANIZE CHAIN LINK FENCE TO MATCH EXISTING (OR APPROVED EQUIVALENT)



NOTES:
 1. INSTALLATION OF THE SITE ELEMENTS TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. COLOR PALLETTE MUST BE PRESENTES AND APPROVED BY RDN PRIOR TO INSTALLATION.

ONLY FOR REFERENCE





ASPHALT COATING, LINE MARKING BY TOMKO SPORTS SYSTEMS OR VICTORIA PLAYCO OR APPROVED EQUIVALENT, IN COLOURS AND PATTERNS AS INDICATED, INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS

ACRYLIC TEXTURED COATING, PICKLEPAVE BY TOMKO SPORTS SYSTEMS OR LAYKOLD OR APPROVED EQUIVALENT, COLOUR AS POR PLAN, INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS

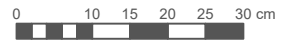
ENSURE POSITIVE DRAINAGE
2.0%

RECYCLED ASPHALT PAVEMENT. ELEVATION TO BE FLUSH WITH ADJACENT SURFACE. CONFIRM DEPTH SIZE RAP ASPHALT COURSE WITH SUPPLY TO MEET LONG-TERM PERFORMANCE.

19 MM MINUS GRANULAR BASE COMPACTED TO 95% MPD

COMPACTED SUBGRADE COMPACTED TO 95% MPD

SCALE: 1:10



DRAWING
HARDSCAPE 02a - COATED ASPHALT

DATE
Oct-2025

REV.
.

CREATED BY:
REVIEWED BY:

DETAIL: **HS-02a**



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.

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 is the responsibility of the Contractor.

8. WorkSafe BC 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) Workers Compensation Act, RSBC 2019, c 1, or latest edition.
- b) British Columbia's Occupational Health and Safety Regulations, Policies and Guidelines, latest editions.
- c) WorkSafe BC's Occupational Health and Safety (OHS) Guidelines, latest editions.
- d) Any other applicable Municipal, Provincial and Federal Acts or Regulations, latest editions.

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 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.

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

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. CSA Seal or Provincial Certificate Approval

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.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 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."

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.

27. Competency and Qualifications

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

28. Utility Location

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

29. 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. In the event of a bona

in a dispute regarding the validity or correctness of any claim for such lien, the Contractor shall be entitled to defend against a claim for such lien in any proceedings brought in respect thereof after first paying into court the amount claimed plus any interest payable, or providing sufficient security therefor and such cost as the court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other reasonable security in respect of such claims as the REGIONAL DISTRICT may in writing approve. Upon receiving satisfactory security for any costs and an indemnity in writing from the Contractor, the REGIONAL DISTRICT may authorize the Contractor to apply to the court in the name of the REGIONAL DISTRICT to have any lien removed upon payment into court or deposit in court of satisfactory security therefor.

30. Deficiency Holdback

Contractors are required to correct or replace defective work at their own expense.

Deficiencies may identify incomplete work, poor finishes, or materials that do not match specifications.

The value of the deficiency holdback will be twice the value of the work to ensure completion of corrections. Funds may be released once the Contractor completes the deficiency list and the Owner verifies the work.

When the Contractor requests substantial completion, a joint walkthrough will be conducted and a deficiency list signed by both parties will be established along with a date set for fixing items. If the Contractor fails to fix deficiencies within the agreed time frame, the Owner can issue a 5-business day notice and then the Owner can hire a third party to fix issues and deduct costs from payments if the Contractor fails to act.

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

SAMPLE

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.

SCHEDULE "B"

CONTRACT PRICE

The Contract Price shall be the sum in Canadian Dollars of the following:

- (a) Up to the Tender Price of \$ _____ 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 including GST.

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.