

REQUEST FOR TENDERS No. 26-035

Bow Horn Bay Fire Department – Driveway Upgrade

ISSUED: August 5, 2026

CLOSING DATE AND TIME:

Tenders are requested to be received at the closing location on or before:
3:00 PM (15:00 hrs) Pacific Time on August 21, 2026

Submissions and Questions are to be directed to:

Robb Garrett, Project Coordinator
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
rgarrett@rdn.bc.ca

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

Mandatory Onsite Information Session

(Must attend in order to bid)

1:00 PM (1300 hrs) Local Time on 12-Aug-2026
Bow Horn Bay Fire Hall – Driveway Upgrade
Located at 220 Lions Way
Qualicum Bay, BC. A sign in sheet will be provided

Tenders will not be opened in public

Project Introduction

The purpose of this Tender is to solicit submissions from qualified firms to construct a new driveway and assembly area to improve access and functionality on the Regional District of Nanaimo's (RDN's) Bow Horn Bay Fire Hall located at 220 Lions way in Qualicum Bay. The following vendors have previously been involved in this project Haylock Bros. Paving, Blue Star Excavating Ltd. and Tristen Jack Industries Ltd. assisting with specifications and budget estimates.

Instructions to Bidders

ARTICLE 1. Closing Date / Time / Location

Bidders are requested to submit their Tender on or before the closing time of **3:00 PM (15:00 hrs), Pacific Time, August 21, 2026.**

Submission Method:

By Email Only: With "26-035" Bow Horn Bay Fire Department – Driveway Upgrade" as the subject line at this electronic address:

rgarrett@rdn.bc.ca

The RDN will not be responsible for any technological delays. Tenderers are advised to allow themselves enough time to submit their Tender according to these instructions. All tenders must be compliant to the City of Nanaimo Manual of Engineering Standards and Specifications (MoESS).

Tenders received in any other manner will not be accepted. Tenders will not be opened in public. Unverified tender results will be posted on the RDN website as soon as practical.

ARTICLE 2. Scope of Work

The work includes:

1. Drainage Work - This scope of work to be compliant but not necessarily limited to City of Nanaimo M.O.E.S.S. standards and specifications (section 3). Supply all labor, materials and equipment to extend existing (0.150m) PVC schedule 40 drainpipe approximately 10m and install a new precast concrete catch basin. Fill low area at southwest corner of site with native material and reinstate swale to new catch basin.
2. Demo – This scope of work to be compliant but not necessarily limited to City of Nanaimo M.O.E.S.S. standards and specifications (section 3). Supply all labor and equipment to remove and dispose of existing concrete (Approx 745M²).
3. Bulk Excavation – (Approx volume 265m³) - This scope of work to be compliant but not necessarily limited to City of Nanaimo M.O.E.S.S. standards and specifications (section 4). Supply all labor and equipment to remove and dispose of existing soil to a depth of 0.350m below underside of existing concrete. The existing soil conditions are unknown, so tenderer to include unit rates for additional over-excavation required as approved by RDN. Sub grade to be compacted to a modified proctor density of 95%. All sub-grade testing and approvals to be provided by RDN.

4. Concrete Base Prep (Backfill/Grading - (Approx volume 265m³) - This scope of work to be compliant but not necessarily limited to City of Nanaimo M.O.E.S.S. standards and specifications (section 9). Supply all labor, materials and equipment to place an average compacted thickness (0.250m) of Road Sub-Base Gravel Course (75mm) Minus. Road Base Gravel Course (20mm) minus and placed to an average thickness (0.100m), and of uniform quality where a minimum of 50% of the particles retained by a No 4 Sieve shall have at least one fractured face as determined by particle count. Minimum compaction of sub-base and base gravel to be compacted to a modified proctor density of 95%. Base gravel to be final graded ready for concrete. All sub-grade testing and approvals to be provided by RDN.
5. Concrete (Form/Rebar/Place/Finish) (Approx volume 265m³) - This scope of work to be compliant but not necessarily limited to City of Nanaimo M.O.E.S.S. standards and specifications (section 11). Supply all labor, materials and equipment to Form/Pour/Place/Finish to an average concrete thickness of (0.150m). Concrete mix design, and expansion/construction joints to conform to CSA A23.1 table 1 and table 2 for class C-2 and City of Nanaimo M.O.E.S.S standards and specifications and approved by RDN prior to ordering of materials. Concrete to reach a minimum compressive strength of 32MPa after 28 days with air entrainment of 5% to 8%. Concrete to be reinforced with minimum 10M rebar at (0.600m) O.C. Concrete to include a Float finish. All concrete testing and approvals to be provided by RDN.
6. Electrical Conduit (Approx. 30m) - Supply all labor, materials and equipment to install 1 ½" PVC schedule 40 electrical conduit from the corner of the hose tower (west side) to the adjacent c-can. Conduit to include a 90° (Deg) sweeps and pipe stubbed (0.300m) above grade and capped for future use. Contractor to confirm length during mandatory site meeting.
7. Bollards - Supply all labor, materials and equipment to install one (0.150m) galvanized steel pipe bollards filled with concrete with polyethylene covers on the corners of the building along the driveway.

All quantities listed above are approximate only to assist in understanding the general scope of work. Tenderers must satisfy themselves as to estimated quantities required to achieve the scope of work outlined above and inform the lump sum stipulated contract price.

Contractor's responsibilities:

- a) Construction shall not be undertaken during snow, heavy rain, freezing, or other unsuitable conditions. Aggregate shall not be placed upon frozen, wet, muddy, or rutted subgrade or sub-grade surface unless otherwise directed by the RDN. Contractor will need to make their own provisions for power, water and washrooms.
- b) The Contractor shall perform the work in a manner that maintains fire apparatus and fire brigade operations and always allows for unpredictable emergency callouts during construction.
- c) The Contractor shall ensure full entry/exit egress is maintained for the fire response staff and fire response vehicles and must not be restricted at any time. Typically, the Bow Horn Bay Fire Hall has 3 -5 staff working regular working hours of 9:00am to 5:00pm Monday to Friday.
- d) Contractor shall coordinate the work with the Bow Horn Bay Fire Chief and RDN Project Coordinator.
- e) Site security is the responsibility of the Contractor.
- f) The project is within an active Fire Hall. The Contractor shall follow the direction of the RDN Project Coordinator and Bow Horn Bay Fire Chief required to ensure operational needs and requirements are maintained.

The work must commence on or after **August 31, 2026**, and be Substantially Complete by **December 15, 2026**.

RDN's responsibilities:

- a) Geotechnical bearing capacity testing.
- b) All sub-grade/concrete testing and approvals.
- c) Coordination of Work as the Owner Representative.

ARTICLE 3. Site Visit

A mandatory site meeting is required for all interested tenderers. Must attend and sign in in order to bid.

It is the responsibility of the Tenderer to be familiar with the site to determine the existing conditions, layouts and limitations and ask any questions. Upon submission the Tenderer confirms that he/she has viewed the site, and the tender includes any equipment, materials and labour necessary for this project. The Tenderer 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 themselves as to the probable conditions to be encountered. Should a Tenderer find discrepancies, omissions, or be in doubt as to their meaning, they should, prior to submitting their 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 Tenderer 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 themselves, withdraw their 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
 - 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. WorkSafeBC Prime Contractor

The successful Tenderer is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC *Occupational Health and Safety Regulation*, Notice of project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) *Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Part 2, Division 4, Section 24; and
- c) General Requirements, Section 3.10 WorkSafeBC.

The Prime Contractor will be required to coordinate the safety of all workers on the 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 9:00 a.m. or after 5:00 p.m., Monday to Friday and no work allowed on weekends or 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. Bonding

A bid bond is required. A scanned copy of the bid bond is acceptable. The RDN may request the original. The successful Bidder must provide a Performance Bond and Labour and Material Payment Bond per the requirements outlined in the sample Form of Contract (**Appendix B**).

ARTICLE 22. Appendices

Below is a list of appendices that form a part of the Tender Documents and that will be included in the Contract Documents.

- **Appendix A** – Tender Form
- **Appendix B** – Form of Contract

Appendix A

Tender Form

TENDER FORM
Bow Horn Bay Fire Hall – Driveway Upgrade
Page 1 of 2

Date: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

To: Regional District of Nanaimo
Robb Garrett, Project Coordinator
rgarrett@rdn.bc.ca

Having had the opportunity to examine the Project site and having carefully examined all of the 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. The Price includes the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the complete cost to the Owner of such charges excluding GST which shall be shown separately.

Base Contractor (Unit Rate)

Item	Description	Unit	Quantity	Unit Price (\$)	Sub-Total ⁽¹⁾ (\$)
2.1	<u>Drainage Work</u>				
	a) Extend existing (0.150m) PVC schedule 40 drainpipe.	m			
	b) Install a new precast concrete catch basin	ea.	1		
2.2	<u>Demo</u>				
	a) Remove and dispose of existing concrete.	m ²			

2.3	<u>Bulk excavation</u>				
	a) Remove and dispose of existing soil.	m ³			
	b) Over-excavation	m ³			
2.4	<u>Concrete Base Prep</u>				
	a) Place and compact Road Sub-Base Gravel Course (75mm) Minus	m ³			
	b) Place and compact Road Base Gravel Course (20mm) minus	m ³			
2.5	<u>Concrete</u>				
	a) Form/Rebar/Pour/Place/Finish concrete	m ³			
2.6	<u>Electrical Conduit</u>				
	a) Install 1 ½" PVC schedule 40 electrical conduit	m			
2.7	<u>Bollards</u>				
	a) Install one (0.150m) galvanized steel pipe bollard filled with concrete with polyethylene cover	ea.	1		

Lump Sum Total Price: \$ _____

GST (5%): \$ _____

Total Stipulated Contract Price: \$ _____

Hourly Excavation Work (HEW):

- a) All HEW shall be paid for on an hourly basis due to unforeseen unsuitable soil conditions as determined by a Geo-Tech provided by the RDN. **The HEW is not to be included in the Total Stipulated Contract Price.** Based on the submitted rates, a change order for the HEW will be negotiated with the successful contractor.
- b) **Tenderers are to submit a schedule of applicable equipment and labour rates for the HEW.**
- c) In any event, the RDN shall not pay more than the applicable rates for equipment listed in the latest edition of the BC Blue Book Equipment Rental Rate Guide.
- d) The schedule of equipment and labour rates will not form part of the evaluation of the tender.

TENDER FORM
Bow Horn Bay Fire Hall – Driveway Upgrade
Page 2 of 2

PROPOSED SUBCONTRACTORS, IF ANY (List applicable work scope)

ACCEPTANCE

- .1 The tender is open to acceptance for a period of sixty calendar (60) days from the closing date.
- .2 Submission of this tender form implies acceptance of the existing conditions at the site.
- .3 We understand that the lowest or any tender will not necessarily be accepted. The RDN, in its sole discretion, reserves the right not to proceed with the Project.
- .4 The RDN reserves the right to waive minor defects or irregularities in tenders.
- .5 The Tenderer agrees 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 A Bid Bond is included. A scan copy of the original is acceptable.
- .7 A schedule of applicable equipment and labour rates for the HEW is included.

We can complete the work by **December 15, 2026**

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

Appendix B

Form of Contract



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 (31-Aug-2026) and ending on (15-Dec-2026), 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. WCB Coverage & Prime Contractor Designation

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

- a) WorkSafe BC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behaviour 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.

14. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

15. Governing Law

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

16. 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.

17. Amendment

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

18. 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.

19. 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 – 2012) 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.

20. 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.

21. 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 them.

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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 contract. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the contract, 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:

- a) For Contractor, for overhead and profit, 10% of the actual cost of the Contractor's work;
- b) 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;
- c) 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."

27. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

28. Competency and Qualifications

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

29. Utility Location

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

30. Builder's Lien

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 fide 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.

31. Bonding

The successful Proponent must provide a Performance Bond and Labour and Material Payment Bond each of which shall equal fifty percent (50%) of the Total Contract Price, issued by a Surety licensed to transact the business of suretyship in the Province of British Columbia. The Performance Bond shall encompass the Warranty and Guarantee period and shall, in any event, be in effect for no less than two (2) years from the date of issuance of the Notice of Acceptance.

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

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) Written Specifications
- (5) The Tender Documents
- (6) Other relevant documents.

SCHEDULE "B"

CONTRACT PRICE

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

- (a) Up to the 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 ensure 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.