

WASTEWATER SERVICES

GNPCC AND FCPCC GRIT AND SCREENINGS HAULING REQUEST FOR QUOTATIONS No. 19-023

Closing Location:

Regional District of Nanaimo (RDN)
Main Reception – Second Floor
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2
Attention: Regional and Community Utilities

RDN Contact for Questions:

Ian Lundman
Operations Superintendent
Regional District of Nanaimo – Wastewater Services
Telephone: (250) 758-1157
Email: ilundman@rdn.bc.ca

Issued: April 24, 2019

Optional Site Visit: Wednesday, May 1, 2019

An optional site visit will allow Proponents to familiarize themselves with the site-specific requirements at the pick-up locations. The visit will start at 8:45 AM at GNPCC at 4600 Hammond Bay Road in Nanaimo.

Participants will need to attend a construction site orientation at GNPCC. Participants will then have the option to go to FCPCC at 957 Lee Road in Parksville for a site visit starting at 10:30 am.

Proponents will be entering an active construction site at GNPCC. As a result, participants are required to bring steel toed boots, hard hat, safety glasses, and a high visibility vest.

Enquiry Deadline: Monday, May 6, 2019

Closing Date and Time: 3:00 pm (Pacific Standard Time), Wednesday, May 8, 2019

TABLE OF CONTENTS

1. INTRODUCTION	2
1.1 Invitation to Submit Quotations.....	2
2. SPECIFICATIONS AND GENERAL SCOPE	2
3. SUBMISSION	3
4. SCOPE OF WORK.....	4
4.1 General	4
4.2 Service Level Expectations.....	5
4.3 Roll Off and Roll-On Bins	5
4.4 Agreement for Services	6
5. GENERAL.....	6
6. ACCEPTANCE OF QUOTATIONS	6
7. FORMAT.....	7
8. EVALUATION.....	7
9. INTERPRETATION	8
10. SELF-RELIANCE.....	8
11. INDEMNIFICATION AND INSURANCE	8
11.1 Indemnification	8
11.2 Insurance	8
11.3 Risk Management.....	8
12. NO SOLICITATION	8
13. CONFIDENTIALITY	9
14. NO COLLUSION	9
APPENDIX “A”	10
FIGURE 1 – PHOTOGRAPHS OF FCPCC LOADING SITE AND BIN COVER.....	10
APPENDIX “B”- QUOTATION SCHEDULE FORM.....	11
APPENDIX “C”- TRANSPORTATION SERVICES AGREEMENT	13

1. INTRODUCTION

1.1 Invitation to Submit Quotations

The Regional District of Nanaimo (“RDN” or “Regional District”) Wastewater Services department is seeking the services of a qualified contractor to transport grit and screenings from Greater Nanaimo Pollution Control Centre (GNPCC) and French Creek Pollution Control Centre (FCPCC) for disposal at the RDN Cedar landfill. The contractor will supply and maintain Roll-Off/Roll-On bins used in the contract.

GNPCC provides primary wastewater treatment to the communities of Nanaimo, Lantzville and the Snuneymuxw First Nation. GNPCC is currently in the process of upgrading to a secondary treatment process. As part of this expansion upgrade, grit and screenings will be collected and removed using Roll Off / Roll On bins.

FCPCC provides secondary wastewater treatment to the communities of Parksville, Qualicum, and French Creek. Grit and Screenings removal at FCPCC is currently provided by a Roll Off / Roll On bin system. Figure 1 contains a picture of the existing Roll Off/Roll On bin loading facility and bin cover at FCPCC.

Screenings are solid materials removed by a screen in the wastewater influent. Grit includes sand, gravel, and other heavy solid materials settled after screening. Screenings and grit from the wastewater treatment process are collected in Roll Off/Roll On bins and removed for disposal at the landfill.

One screening bin and one grit bin (2 bins per week) are estimated to be transported from GNPCC (4600 Hammond Bay Road, Nanaimo, BC) to the RDN Cedar Landfill (1105 Cedar Road, Nanaimo, BC). On average, 2 bins per week of grit and screenings (both collected in same bin) are transported from FCPCC (957 Lee Rd, Parksville, BC) to the RDN Cedar Landfill. Removal frequency can vary however depending on the wastewater treatment process.

Grit and screening hauling services would be provided for a three (3) year term with the possibility of extension for an additional two (2) year term based upon past performance and mutual and successful negotiations between both parties confirmed in writing and RDN Board approval if necessary.

2. SPECIFICATIONS AND GENERAL SCOPE

The successful Proponent will be entirely responsible to carry out all work to haul and deliver grit and screenings bins to the landfill.

This work includes supply of all equipment, materials, supplies, labour and supervision necessary to complete the work, including but not limited to transportation of material from the sites, insurance coverage, sufficient Workers Compensation coverage for non-RDN staff etc.

Quotations will be entered into the space provided herein under the heading “Quotation Schedule Form”, attached as Appendix “B”.

3. SUBMISSION

Responses should be clearly marked “19-023 GNPCC and FCPCC Grit and Screenings Hauling Quotation” and will be received before 3:00 pm (Pacific Standard Time) on Wednesday, May 8th by hand, mail, or courier only at:

Attention:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2
Attention: Regional Community Utilities

Faxed or emailed responses will not be accepted.

Please direct enquiries in regard to this Request for Quotations to:

Ian Lundman
Operations Superintendent
Regional District of Nanaimo
Email: ilundman@rdn.bc.ca
Telephone: 250-758-1157

Enquiries must be received on or before May 6, 2019.

Responses may be withdrawn before the deadline upon written notice to the Operations Superintendent at ilundman@rdn.bc.ca.

Revisions to quotes previously submitted will be accepted provided they are received at the closing location prior to the closing date and time by hand, mail or courier and are signed by an authorized officer of the Company.

The RDN may issue addenda during the procurement process. Each addendum shall be incorporated into and become part of the RFQ document. No amendment of any kind to the RFQ is effective unless it is contained in a written addendum sent out by the RDN's Wastewater Services department. Proponents are solely responsible for checking for all addenda on the RDN website (www.rdn.bc.ca) or BC Bid website (www.bcbid.gov.bc.ca) and including said addenda in their final Quotation submission.

Quotations will **NOT** be opened in Public.

4. SCOPE OF WORK

The transportation contractor selected as a result of this Request for Quotations will be responsible for meeting the following requirements over the term:

4.1 General

- 1) Overall management, operation, and administration of hauling of grit and screenings generated in the wastewater treatment process at Greater Nanaimo Pollution Control Centre (GNPCC) and French Creek Pollution Control Centre (FCPCC) to RDN Cedar Landfill. Management must include the provision of competent management and administrative staff, appropriate liability insurance, permits, financing and other functions related to the administration of this contract.
- 2) The contractor shall perform the work on an as-required basis, according to the requirements of the RDN. RDN wastewater treatment plant operators at GNPCC and FCPCC will schedule grit and screenings pick-ups. The contractor will do everything necessary to perform the work to the satisfaction of the RDN.
- 3) The contractor will be responsible for completely emptying their loads at the landfill.
- 4) The contractor must comply with all federal, provincial, and local government regulatory requirements including BC Ministry of Transportation and Infrastructure requirements and occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in performance of the Services. The contractor must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times.
- 5) Contractors must completely prevent grit and screenings from leaving bins during transport and to prevent exposure to the public from these wastewater residuals. Loads must be completely covered by a lid during transport. The contractor must immediately notify RDN of any spills on route and follow all spill reporting requirements from BC Ministry of the Environment and Climate Change Strategy and Emergency Management BC (EMBC). The contractor is responsible for cleaning up spills immediately.
- 6) The contractor must ensure their drivers participate in any site safety orientations at any of the pickup and delivery sites as required.
- 7) The contractor must comply with environmental requirements of the Wastewater Service's Environmental Management System (ISO 14001:2015). These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful Proponent. This package can be found on the following webpage:
<http://www.rdn.bc.ca/cms/wpattachments/wpID1133atID8478.pdf>

4.2 Service Level Expectations

- 1) Grit and screenings removal from GNPCC will be requested between the hours of 8:30 AM to 4:30 PM from Monday to Friday. After service has commenced, pickups are anticipated to be at set weekly schedule determined by the transportation contractor and GNPCC operations.
- 2) At FCPCC, grit and screenings pickups are currently scheduled 2 days per week on Tuesday and Friday. If Friday is a holiday, pickups are typically rescheduled to Thursday. The contractor selected in this RFQ will be expected to maintain this schedule.
- 3) The contractor will invoice the RDN monthly within the first 7 working days of the month following. Payments will be a net 30-day basis from receipt of invoice.
- 4) Tipping fees are charged directly by the RDN Cedar Landfill directly to the Wastewater services department and will not be included on the invoice. The contractor's truck drivers will provide the appropriate code to RDN Cedar Landfill staff when delivering grit and screenings for disposal.
- 5) Hauling of screenings is estimated to commence in May 2019 at GNPCC. Hauling of grit at GNPCC is estimated to commence in August 2019. 2 bins per week of grit and screenings (both in the same bin) are typically transported from FCPCC. Removal frequency at both GNPCC and FCPCC can vary however depending on the wastewater treatment process.
- 6) The contractor shall do everything necessary to arrive at the treatment plant at the agreed upon time. Should a pick-up schedule change be required, the Proponent will notify GNPCC operators as soon as possible. It is very important for the operation of treatment facilities that the transporter arrives at the scheduled time. In no cases will the driver arrive 30 minutes after a scheduled pick-up unless otherwise agreed between the parties. If the successful contractor is unable to provide the services within the requested timeframe, the RDN reserves the right to obtain the services from another contractor.
- 7) The contractor's truck drivers will work in cooperation with RDN wastewater treatment plant operators and will follow RDN procedures for loading, removing, and replacing Roll Off/Roll On bins at GNPCC and FCPCC. Truck drivers will keep the bin rollers clean after loading.

4.3 Roll Off and Roll-On Bins

- 1) Roll-off/Roll-on Bins must be compatible with the loading facilities at GNPCC and FCPCC. Bins will be placed in the loading facilities at GNPCC and FCPCC and remain on site until full and ready for transport.
- 2) Bins must be 7 ft wide by 10 ft long and at least 55 inches (4.6 ft) in height. Bins must transport at least 10 yards of material.

- 3) Roll off / Roll On bins must have a lid that can be opened to allow the bins to be filled with grit and screenings at the loading facilities at GNPCC and FCPCC. Bin lids must be closed, completely cover the bin, and be secured during transport to completely prevent spills and to reduce odours.
- 4) The contractor will supply and maintain the Roll Off/Roll-On bins and lids used to provide service over the contract.

4.4 Agreement for Services

The successful Proponent will be expected to sign the Agreement for Services (Appendix "C"). The contract will need to be executed by both parties prior to issuance of a purchase order.

5. GENERAL

Further information regarding the specifications in this quote may be obtained from:

Ian Lundman
Operations Superintendent
Regional District of Nanaimo
Email: ilundman@rdn.bc.ca
Telephone: 250-758-1157

Proponents that are not familiar with the sites are encouraged to visit.

An optional site visit will be held on May 1, 2019 to allow Proponents to familiarize themselves with the site-specific requirements at the pick-up locations. At the site visit, Proponents will be offered the opportunity to visit the grit and screenings loading facilities at GNPCC and FCPCC. The site visit will start at 8:45 AM at GNPCC at 4600 Hammond Bay Road in Nanaimo. Participants will need to attend a construction site orientation at GNPCC. Participants can then go to FCPCC at 957 Lee Road in Parksville for a site visit starting at 10:30 am.

Proponents will be entering an active construction site at GNPCC. As a result, participants are required to bring steel toed boots, hard hat, safety glasses, and a high visibility vest.

6. ACCEPTANCE OF QUOTATIONS

The RDN reserves the right, at its sole discretion, to waive any minor defect or irregularity in a quotation and to negotiate with any Proponent.

If there are any discrepancies in prices between the unit prices and the extended totals, then the unit prices will be deemed to be correct and the corresponding corrections will be made to the extended totals and the Total Price.

Notwithstanding any other provision in the Quotation documents or any practice or custom in the industry, the RDN in its sole discretion, shall have the unfettered right to:

1. Accept any quotation.

2. Reject any quotation.
3. Reject all quotations.
4. Accept a quotation which is not the lowest priced quotation.
5. Reject a quotation even if it is the only quotation received by the RDN.
6. Negotiate contract terms with any Proponent.
7. All of the above, as considered by the RDN to be in its best interests.

Acceptance of any quotation is subject to the quotation being within the amount budgeted by the RDN and if the amount of the lowest acceptable quotation exceeds the proposed budget the RDN may in its sole discretion cancel this process and either call for new quotations or negotiate with the lowest or any other Proponent or follow a different process altogether.

The RDN will not be responsible for quotation preparation costs and the Proponent, by submitting a quotation absolutely waives any right of action against the RDN for the RDN's failure to accept its quotation whether such right of action arises in contract, negligence, bad faith, or any other course of action. The accuracy of the quotation is the Proponent's responsibility. Correction shall be at the Proponent's expense.

7. FORMAT

Quotations will be entered onto the space provided herein under the heading ("Appendix "B"- Quotation Schedule Form").

The Quotation Schedule Form must be signed by an authorized officer of the company (in Acceptance section).

8. EVALUATION

Awards shall be made on quotations that will give the greatest value based on equipment, service and price. The entire work will be awarded to one Contractor.

The RDN recognizes that "Best Value" is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Quotation with a higher price, if it offers greater value and better serves the RDN interests, as determined by the Regional District, over a Quotation with a lower price.

The RDN reserves the right to reject quotations from Proponents who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory performance of the work and the provision of services as specified herein.

The RDN shall be the sole judge of a quotation and its decision shall be final. The RDN also reserves the right to make such investigations, as it deems necessary, to determine the ability of any Proponent to perform the work or services to be provided. The Proponent shall provide on request any additional information that the RDN deems necessary to evaluate the quotation.

9. INTERPRETATION

The RDN will not be responsible for or be bound by any verbal instructions, interpretations or explanations issued with regard to this Request for Quotations by the RDN or its representatives with the exception of those confirmed in writing to all Proponents.

10. SELF-RELIANCE

The RDN makes no guarantee on any of the estimates or projections contained in this Request for Quotations and provide this data for information purposes only. Proponents are expected to conduct their own investigations and research of relevant information used to develop their quotations, including but not limited to local, provincial and federal regulations; and all conditions related to the service provided.

The Proponent has and shall make no claim against the RDN as a result of estimates or projections used herein, statements, or interpretations of data made by RDN staff or its agents and agrees that the RDN does not owe it a duty of care in this regard.

11. INDEMNIFICATION AND INSURANCE

The service contract between the RDN and the successful Proponent will address the following issues to the satisfaction of the RDN:

11.1 Indemnification

The Proponent will be required to indemnify and save harmless the RDN for all liability arising from the contract, including all liability arising from environmental claims under statute or common law of any applicable jurisdiction, including a spill or deposit of special waste or hazardous waste.

11.2 Insurance

The Proponent will be required to provide vehicle, contractor pollution, and commercial general liability insurance as outlined in the Agreement for Services (Appendix "C")

11.3 Risk Management

The Proponent will be required to provide for a system to ensure that no special waste or hazardous waste is disposed of contrary to the laws or regulations of an applicable jurisdiction.

12. NO SOLICITATION

The bidder should not make any representations or solicitations to any elected or appointed official, director, officer or employee of the RDN with respect to the quote either before or after submission of the quote except as expressly provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Proponent communicates with any elected or appointed official, director, officer or employee of the RDN or any consultant engaged by the RDN in connection with this RFP about this RFP, other than the Contact Person,

the RDN may, at its discretion and regardless of the nature of the communication reject the quote submitted by the Bidder.

13. CONFIDENTIALITY

The RDN is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while section 21 of the Act does offer some protection for third party business interests, the RDN cannot guarantee that any information provided to the RDN can or will be held in confidence. Proponents should indicate what, if any, information it considers to be supplied in confidence. The successful vendor and total amount of the award is routinely disclosed.

14. NO COLLUSION

By submitting a quotation, each firm, corporation or individual member of the Proponent represents and confirms to the RDN that the Proponent has prepared its quotation without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of any other quotation.

APPENDIX "A"

FIGURE 1 – PHOTOGRAPHS OF FCPCC LOADING SITE AND BIN COVER



APPENDIX "B" - QUOTATION SCHEDULE FORM**RDN WASTEWATER SERVICES - GNPCC AND FCPCC GRIT AND SCREENINGS HAULING****Page 1 of 2**

Contractor: _____

Address: _____

Telephone Number: _____ Fax: _____

Name of Contact: _____

Location where Bids will be received: Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2
Attention: Regional Community Utilities

PRICING

Table 1 – Grit or Screenings Hauling from Greater Nanaimo Pollution Control Centre
(4600 Hammond Bay Road, Nanaimo BC) or from **French Creek Pollution Control Centre**
(957 Lee Rd, Parksville, BC) **to the RDN Cedar Landfill** (1105 Cedar Rd, Nanaimo, BC)

Item	Description	Estimated Annual Deliveries	Quotation Hauling Charge ¹	Estimated Annual Cost (Estimated Annual Deliveries x Quotation Hauling Charge)
1	Grit and Screening Hauling from Greater Nanaimo Pollution Control Centre to Cedar Landfill	104	\$ /Bin Haul ²	\$
2	Grit and Screening Hauling from Greater French Creek Pollution Control Centre to Cedar Landfill	104	\$ /Bin Haul ²	\$
	Estimated Annual Cost	208		\$

NOTES

1. The Cost per Bin Haul will exclude GST and PST. Rates will also exclude landfill tipping fees.
2. The Quotation Hauling Charge must be all-inclusive and will include all costs to be charged to the RDN under the GNPCC grit and screening hauling contract. The Quotation Hauling Charge is firm over the 3-year term of the agreement.
3. Annual deliveries are best guess estimates only. Actual deliveries will vary either more or less on an annual basis with no guarantees of any deliveries.

QUOTATION SCHEDULE FORM
RDN WASTEWATER SERVICES – GNPCC AND FCPCC GRIT AND SCREENINGS HAULING
Page 2 of 2

RESOURCES**Operators:**

Please advise how many properly licenced and experienced operators available for this contract:

Roll Off/Roll on Bins:

	# Bins	Dimensions
1		_____ ft (width) x _____ ft (length) x _____ ft (height)
2		_____ ft (width) x _____ ft (length) x _____ ft (height)

ACCEPTANCE:

- .1 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.
- .2 Submission of this Quotation implies acceptance of the existing conditions at all Sites and conditions in this Request for Quotations.
- .3 We understand that the lowest or any Quotation will not necessarily be accepted.
- .4 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .5 The RDN does not pay fuel surcharges.
- .6 We have checked for all addenda prior to submitting our quotation and have incorporated these addenda into our quotations.
- .7 The RDN reserves the right to correct any mathematical extension errors. In the event of a discrepancy, unit rates will prevail.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____

Quotation Schedule Forms must be signed by an Authorized Officer of the Company indicating acceptance to the above conditions.

APPENDIX "C" - TRANSPORTATION SERVICES AGREEMENT

**TRANSPORTATION SERVICES
CONTRACT**
the Regional District of Nanaimo and the Contractor

THIS CONTRACT dated for reference the day of , 2019

BETWEEN:

(herein called the “**Contractor**”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2

(herein called the “**RDN**”)

OF THE SECOND PART

WHEREAS the RDN requires the services of the Contractor and the Contractor chooses to provide services to the RDN. The RDN and the Contractor agree to the terms and conditions contained in Sections 1 through 12 in this Contract and in the three (3) appendices attached hereto. The three (3) appendices are Appendix One – Contract Term, Appendix Two – Contract Fees, Appendix Three – Contacts.

1 Definitions

In this Contract, the following terms shall have the following meanings:

“**Cedar Landfill**” means the Regional Landfill operated by the RDN located at 1105 Cedar Road, Nanaimo, BC, Canada

“**Contract**” means the Transportation Services Contract and Appendices One through Three, inclusive, attached to and forming part of it.

“**Grit**” – means sand, gravel, and other heavy solid materials settled after screening at the Pollution Control Centre.

“**Mobile Equipment**” means unlicensed equipment not permitted to drive on public roads and highways.

“**Motor Vehicle**” means a vehicle permitted to drive on public roads and highways as defined under the *Motor Vehicle Act*.

“Pollution Control Centre” means either of the two (2) treatment plants operated by the RDN that produce loads of grit and screenings for transport under this Contract, namely the Greater Nanaimo Pollution Control Centre (4600 Hammond Bay Road, Nanaimo, BC) and the French Creek Pollution Control Centre (957 Lee Road, Parksville, BC), but does not include the Duke Point Pollution Control Centre or the Nanoose Bay Pollution Control Centre, which produce sludge but do not produce grit or screenings for transport under this Contract.

“Screenings” are solid materials removed by a screen in the wastewater influent to the Pollution Control Centre.

“Services” means the services to be provided by the Contractor under this Contract and all other services that are necessarily incidental to them. The Services are identified in Section 11-Project Specific Terms and Conditions.

“Term” means the term of this Contract as specified in Appendix One.

2 Services

The Contractor will provide to the RDN the Services.

3 Term

The Contractor will provide the Services to the RDN for the Term. The Term may be extended for an additional two (2) years based upon past performance and mutual and successful negotiations and internal approval by both parties confirmed in writing and RDN Board approval if required.

4 Suspension of Work/Termination

4.1 Without Cause

This Contract shall automatically terminate upon expiration of the Term. Prior to the expiration of the Term, RDN or the Contractor may elect to terminate the Contract for any reason, provided that the RDN or the Contractor provides 3 months’ notice in writing.

4.2 With Cause

The RDN reserves the right, at its sole discretion, to terminate the Contract, in whole or in part, if the Contractor receives three written letters of notice in a rolling 18-month period for any one or more of the following reasons:

- i. Not meeting the RDN’s standard of expected and agreed level of work and performance outlined in this Contract.
- ii. Unsafe acts while on RDN property that could pose a threat to the safety of the RDN Staff or Public.
- iii. Safety infractions.
- iv. Unknown sub-contractor or assignment of Work to others.
- v. Default or arrears standing at WorkSafe BC.
- vi. Expired insurance as required in this Contract.

- vii. Expired business license.
- viii. Any other reason considered appropriate, at the sole discretion of the RDN.

4.3 Correction by RDN

If the RDN is entitled to terminate the Services under section 4.2, the RDN may, without limiting any other right or remedy it may have, correct the default of the Contractor and the cost thereof shall be a debt due to the RDN. The RDN may deduct the amount of such debt from any payment then or thereafter due to the Contractor.

4.4 Termination

The RDN may, by written notice to the Contractor, and without limiting any other right or remedy it may have, immediately terminate the Contract in any of the following circumstances:

- i. If the Contractor at any time becomes bankrupt, makes an assignment of its property for the benefit of creditors, or if a receiver or liquidator of the Contractor should be appointed.
- ii. If the Contractor has failed to commence the Services or to recommence the Services within a period of 3 working days.
- iii. If the Contractor breaches sections 8(iii) or 8(iv) of this Contract.
- iv. If the Contractor receives three written letters of notice in a rolling 18-month period as outlined in Section 4.2.

4.5 Correction by RDN

If the RDN is entitled to terminate the Contract under section 4.4, the RDN may, without limiting any other right or remedy it may have, correct the default of the Contractor and the cost thereof shall be a debt due to the RDN. The RDN may deduct the amount of such debt from any payment then or thereafter due to the Contractor.

4.6 Payment on Termination

The parties expressly agree that upon termination of this Contract at any time and for any reason, there shall be no monies owing or payable by the RDN to the Contractor other than monies already accrued and owing to the Contractor up to the date of termination, provided that the RDN may withhold any sum necessary to compensate it for damages suffered or costs incurred as a result of the default of the Contractor, including without limitation any sum referred to in sections 4.3 and 4.5.

5 Contract Fees

The Contract fees are as outlined in Appendix Two – Contract Fees.

5.1 Obligations of the RDN

The RDN will:

- a) Subject to the terms of this Contract, on approval of an invoice pay to the Contractor the fees stipulated in Appendix Two, in full settlement for the Services rendered to the date of the invoice.
- b) Make available to the Contractor all available information considered by the RDN to be pertinent to the Services and shall provide the Contractor with access to the RDN's facilities.

5.2 Written Invoice

The RDN will pay the Contractor within 30 days of the receipt and approval of a written invoice from the Contractor for Services, provided that each invoice covers a period of not less than 30 days and is accompanied with such supporting documentation as may be reasonably required by the RDN. The Contractor will submit their invoices to the RDN within the first seven (7) working days of each month.

6 Approved Subcontractors

The Contractor must not subcontract the Services or any part of the Services unless the Contractor has obtained the written approval of the RDN at least 30 days prior to the commencement of any subcontracted work.

7 Insurance

7.1 General

The Contractor shall, prior to commencement of the Services and at its expense, obtain and maintain, until all conditions of the Contract have been fully complied with, insurance coverage in wording and in amounts as hereafter specified unless altered by mutual agreement. Any additional coverage that the Contractor may deem necessary to fulfil its obligations under this Contract shall be at the Contractor's own discretion and expense.

7.2 Conditions

- i. Insurance shall be placed with reliable insurers registered and licensed to issue insurance in the Province of British Columbia and shall be in a form acceptable to the RDN
- ii. Before starting the work under this contract, the Contractor shall give the RDN proof of all specified insurance and when requested, within ten (10) working days thereafter, a certificate of insurance evidencing coverage.
- iii. Insurance shall run continuously for the entirety of the Term.

- iv. The Contractor shall be responsible for payment of all deductibles under policies and insurance provided by the Contractor.
- v. Loss or damage covered by an insurance policy shall not affect the RDN's or Contractor's rights and obligations under this contract. The Contractor's insurance shall be primary, and in the event of a claim for which both the RDN and the Contractor are to be indemnified under a policy of insurance, the proceeds shall be applied first to the full settlement of the claim of the RDN and the balance, if any, to the claim of the Contractor.

7.3 Vehicle Insurance Requirements

The Contractor shall arrange automobile insurance coverage with inclusive limits of not less than five million dollars (\$5,000,000), affording third party liability and accident benefits insurance, as provided by the Insurance Corporation of British Columbia in accordance with the *Insurance (Vehicle) Act* for all licensed vehicles owned, leased, rented or used in the performance of this Contract.

The Contractor shall not operate or allow entry onto the RDN property or project site, any unlicensed motor vehicle. Unlicensed mobile equipment will be insured by the Contractor for physical damage and liability.

7.4 Commercial General Liability Insurance Requirements

The Contractor shall arrange commercial general liability coverage in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, death, or property damage, including coverage for loss of use. Such policy shall include the RDN as an additional insured.

7.5 Contractor's Pollution Liability Insurance

Contractors' Pollution Liability Insurance coverage shall be obtained to a limit of not less than \$2,000,000 on a per-occurrence basis. Such policy shall include the RDN as an additional insured.

7.6 WorkSafe BC Clearance Letter

To prove good standing with WorkSafe BC, the Contractor will provide a current WorkSafe BC clearance letter prior to commencement of the Services, and from time to time upon the request of the RDN.

8 Contractor Requirements

The Contractor shall:

- i. Provide to the RDN the Services during the Term for the fees stipulated in Appendix Two in accordance with the terms and conditions of this Contract, notwithstanding the date of the execution and delivery of this Contract.
- ii. Supply at its own expense all labour, equipment and materials necessary to perform the Services except as specifically set forth herein.

- iii. Comply with all applicable laws, regulations, and requirements of federal, provincial, municipal and other governing authorities.
- iv. Comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* in performance of the Services and the Contractor represents and warrants to the RDN that it is in compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Contractor must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times.
- v. Not assign this Contract nor sub-contract any right, duty or obligations hereunder to any person, firm or corporation without the prior written consent of the RDN and any attempt to so assign or sub-contract without such consent of the RDN shall be null and void and of no effect.
- vi. Ensure that all persons employed or engaged by it to perform the Services have the qualifications, experience and capabilities necessary to perform the Services.
- vii. Establish, maintain and submit records, as required.
- viii. Not advertise or otherwise publicize its working relationship under this Contract without the prior written consent of the RDN.
- ix. Indemnify and save harmless the RDN, its directors, officers, employees, agents, servants and assigns from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (including legal fees on a solicitor and own client basis) that the RDN may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or any of the Contractor's agents, employees, directors, officers, or subcontractors engaged in connection with the Services, including without limitation, any infringement of copyrights or licence rights by the Contractor, excepting always liability to the extent arising out of the independent wilful acts of the RDN. This Section 8 (ix) shall survive the expiry of the Term or the earlier termination of this Contract.
- x. During the Term of this Contract, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Section 7.

9 General Terms and Conditions

- i. The RDN and the Contractor are separate legal entities and as such the Contractor shall not be the employee or agent of the RDN and accordingly shall not purport to enter into any contract or subcontract on behalf of the RDN or otherwise act on its behalf. The Contractor hereby acknowledges that the RDN shall not be required on behalf of the Contractor to make remittances or payments required by statute of employers and that the Contractor and its employees shall not be entitled to any benefits provided by the RDN to its employees.

- ii. This Contract is made and shall be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- iii. Time is of the essence of this Contract.
- iv. Any notice required to be given hereunder shall be written and may be faxed, delivered by hand, emailed, delivered electronically or mailed by prepaid registered mail to the addresses on the first page of this Contract (or at such other British Columbia address as either party may from time to time designate in writing to the other). and any such notice mailed will be deemed to be received on the fifth business day after mailing (weekends, statutory holidays and days on which there is postal service disruption excepted), and any notice delivered by another means will be deemed to be received upon actual receipt.
- v. If any provision of this Contract is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Contract and any such provision shall be severable from the remainder of this Contract.
- vi. No waiver by either party of any breach of a provision of this Contract shall be deemed to be a waiver of any other breach of this Contract.
- vii. Notwithstanding anything herein to the contrary, neither party hereto shall be deemed in default with respect to the performance of the terms, covenants, and conditions of this Contract if the same shall be due to any reason beyond the reasonable control of the party including due to any strike, lockout, civil commotion, sabotage, governmental regulations or controls or acts of God. Any party affected by an event of Force Majeure shall give notice of such event to the others as soon as it becomes aware of such event and shall take all reasonable steps to mitigate the effects of such event.
- viii. The Contractor acknowledges that during the Term of this Contract, that the Contractor or any of the Contractor's agents, employees or subcontractors may have access to confidential information concerning the RDN or other third parties dealing with the RDN which information is of a special and unique value respecting the operation and affairs of the RDN and such third parties ("Confidential Information"). The Contractor agrees that any Confidential Information which has or will come into its possession or knowledge in connection with the Services shall be held in the strictest confidence and that, during the Term of this Contract or at any time thereafter, the Contractor, or any of the Contractor's agents, employees or subcontractors shall not make use of the Confidential Information other than in the performance of the Services and shall not disclose or release it to any other party. This section shall survive the expiry of the Term or the earlier termination of this Contract.
- ix. The Contractor also acknowledges that all documents submitted to the RDN become the property of the RDN. The RDN is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of that *Act* does offer some protection for third party business interests, the RDN cannot guarantee that any information provided to the RDN can be held in confidence. To the extent that is it legally able to do so the RDN may, but will not be obligated to, hold in confidence any information specifically identified by the Contractor as being confidential.

- x. Upon request of the RDN, the Contractor shall permit the RDN to inspect, review, retain and/or copy all material pertaining to the Services and upon the request of the RDN during the Term of this Contract, or upon termination of this Contract, the Contractor shall immediately deliver to the RDN any or all materials or confidential information pertaining to the Services, together with all copies thereof and extracts there from, which may be in the possession or under the control of the Contractor or its agents, employees or subcontractors.
- xi. All assets and property provided by the RDN to the Contractor or any of the Contractor's agents, employees or subcontractors will be and remain the exclusive property of the RDN and shall be delivered by the Contractor to the RDN immediately upon the RDN giving notice of such request to the Contractor and shall be returned to the RDN forthwith upon the completion of the Services or earlier termination of this Contract in the same or better condition than they were at the time of delivery to the Contractor or its agents, employees or subcontractors.
- xii. No alteration or amendment to this Contract shall be effective unless the same is in writing and duly executed by the parties hereto in the same manner as this Contract.
- xiii. Where the Contractor is an incorporated company, the Contractor hereby represents and warrants to the RDN that the signatory has been duly authorized by the Contractor to enter into this Contract without corporate seal on behalf of the said company.
- xiv. This Contract may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together, shall constitute one and the same Contract.

10 Contacts

For the administration of this Contract, the primary contact for the RDN and the Contractor are found in Appendix Three– Contacts.

11 Project Specific Terms and Conditions

Project Specific Terms and Conditions listed in **Section 4 – Scope of Work in GNPCC and FCPCC Grit and Screenings Hauling Request for Quotations.**

These terms and conditions will be added to the signed contract.

12 Wastewater Residual Handling

Grit and Screenings are wastewater residuals that contain residual microorganisms from the wastewater treatment process which can include pathogens.

The Contractor shall be responsible for ensuring that all project staff and equipment operators are well informed about the importance of practicing good hygiene when handling wastewater residuals. The Contractor shall also ensure that all staff and equipment operators have and use boots, gloves and disinfectant soap. The Contractor shall be responsible for obtaining additional information as required to ensure their workers are adequately trained and informed. The

Contractor shall also take all reasonable actions and precautions to avoid or minimize public contact with grit and screenings.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract the day and year written above.

SIGNED AND DELIVERED on behalf of
the Regional District of Nanaimo.

by its Authorized signatory

SIGNED AND DELIVERED on behalf of
the Contractor.

by its Authorized signatory

Name:

Title:

Name:

Title:

Name:

Title:

APPENDIX ONE – CONTRACT TERM

Commencement and Termination Dates

This Contract will be for a 3-year **Term from** to **with** the possibility of extension for an additional two (2) year term based upon past performance and mutual and successful negotiations between both parties confirmed in writing and RDN Board approval if necessary.

APPENDIX TWO – CONTRACT FEES**REGULAR BUSINESS HOURS**

Appendix “B” – Quotation Schedule Form, GNPCC and FCPCC Grit and Screenings Hauling Request for Quotations is enclosed (signed by authorized representative of company).

APPENDIX THREE – CONTACTS**THE RDN WASTEWATER SERVICES CONTACTS**

Project Role	Name	Job Title	Email	Office	Mobile
GNPCC Contact	Rob Skwarczynski	Chief Operator (GNPCC)	rskwarczynski@rdn.bc.ca	250-758-1157	
FCPCC Contact	Chris Kerman	Chief Operator (FCPCC)	ckerman@rdn.bc.ca	250-248-5794 (ext. 6312)	

CONTRACTOR CONTACTS

Project Role	Name	Job Title	Email	Office	Mobile