



## **REQUEST FOR TENDERS No. 22-049**

### **Regional Landfill Supply of Geomembrane Liner, Draintube, & Geotextile**

**ISSUED:** May 3, 2022

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

Tenders must be received on or before :  
**3:00 PM (15:00 hrs) Pacific Time on May 17, 2022**

**Submissions and Questions are to be directed to:**  
Jane Hamilton, Superintendent Disposal Operations  
Telephone Number: 250-722-2044  
Email Address: [jhamilton@rdn.bc.ca](mailto:jhamilton@rdn.bc.ca)

Deadline for questions is five (5) business days before the closing date.



## **Instructions to Tenderers**

### **Article 1. Closing Date/Time/Submission Method**

Tenderers must submit their Tender on or before 3:00 PM (15:00 hrs), Pacific Time, May 16, 2022.

Submission Method:

By Email: In PDF format with “22-049 Landfill Materials Supply” as the subject line at this electronic address:

[jhamilton@rdn.bc.ca](mailto:jhamilton@rdn.bc.ca)

The RDN will not be held responsible for any technological delays.

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

### **ARTICLE 2. Scope of Work**

Tenders are invited from qualified and experienced firms to supply and deliver Geomembrane Liner, DRAINTUBES, & Geotextile to the Regional District of Nanaimo’s Regional Landfill located at 1105 Cedar Road, Nanaimo, B.C. V9X 1K9

### **ARTICLE 3. Examine Documents**

The Tenderer must carefully examine all the documents. Should a Tenderer find discrepancies in, or omissions, or should they 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 4. Addenda**

If the REGIONAL DISTRICT determines that an amendment is required to this TENDER, the REGIONAL DISTRICT will post an addendum on the REGIONAL DISTRICT (<https://www.rdn.bc.ca/current-bid-opportunities>) and BC Bid websites (<https://www.bcbid.gov.bc.ca>). 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 5. Tender Price**

All pricing is to be in Canadian Dollars and is to include all transportation costs to site. Prices shall be filled in as 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 6. Federal and Provincial Sales Taxes**

GST and PST shall be shown separately on the Tender Form based on the total contract value.

**ARTICLE 7. 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 8. 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.

**ARTICLE 9. Tender Withdrawal**

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

**ARTICLE 10. 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) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
  - b) If the REGIONAL DISTRICT considers to be in its best interest to do so, including without limitation for any of the following reasons;
    - the lowest tender that the REGIONAL DISTRICT considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
    - the REGIONAL DISTRICT decides not to proceed with the project or to defer the project;
    - if only one bid is received, then the tender will be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers.

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

**ARTICLE 11. Award**

Awards shall be made on tenders that will give the greatest value based on price, warranty, and delivery. The lowest, or any tender may not necessarily be accepted. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Intent Award to the successful Tenderer.

**ARTICLE 12. 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, including the scope of Services. 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 13. 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, by participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

**ARTICLE 14. 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 15. 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*. All tenders become the property of the RDN.

**ARTICLE 16. Conflict of Interest**

The Tenderer 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 Tenderer, 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 17. Collusion**

The Tenderer shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the Tenderer has an interest in the Tenderer’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.



**TENDER FORM**  
**Supply & Delivery of Geomembrane Liner, DRAINTUBE, & Geotextile**  
**Page 1 of 4**

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

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

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

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

To: Regional District of Nanaimo  
Jane Hamilton  
[jhamilton@rdn.bc.ca](mailto:jhamilton@rdn.bc.ca)

Having examined the tender documents including any addenda, we hereby offer to supply and deliver the materials specified for the Prices as stipulated. Prices include the Tenderer's labour, material, equipment, material costs, transportation costs, overhead and profit and shall represent the total cost to the Regional District of such charges excluding taxes which shall be shown separately.

**1. GEOMEMBRANE LINER:**

a) Product: 1B.1 Supply **Premium** 40 mil LLDPE Geomembrane Liner (textured both sides)

Quantity: 19,171 Sq. M.

Lump Sum \$ \_\_\_\_\_

b) Product: 1B.2 **Premium** Extrusion Welding Wire

Lump Sum \$ \_\_\_\_\_

PST (7%) \$ \_\_\_\_\_

GST (5%) \$ \_\_\_\_\_

Total Lump Sum Price \$ \_\_\_\_\_

**Warranty (including warranty start date):** \_\_\_\_\_  
(Attach separate pages if required)

**Delivery lead time from receipt of order:** \_\_\_\_\_



**OPTIONAL GEOMEMBRANE LINER Separate Price.**

Acceptance of separate priced items is at the sole discretion of the Regional District. Tenders will be evaluated on the base requirement.

c) Product: 1A.1 Supply **Standard** 40 mil LLDPE Geomembrane Liner (textured both sides)

Quantity: 19,171 Sq. M.

Lump Sum \$ \_\_\_\_\_

d) Product: 1A.2 **Standard** Extrusion Welding Wire

Lump Sum \$ \_\_\_\_\_

PST (7%) \$ \_\_\_\_\_

GST (5%) \$ \_\_\_\_\_

Total Lump Sum Price \$ \_\_\_\_\_

Submittals (include separate pages): typical manufacturer’s specifications for standard and premium 40 mil LLDPE geomembrane material (textured both sides) and standard and premium extrusion wire as required in the Specifications.

**Warranty (including warranty start date):** \_\_\_\_\_  
(Attach separate pages if required)

**Delivery** lead time from receipt of order: \_\_\_\_\_

**2. DRAINTUBE**

Product: 2.1 Supply DRAINTUBE

Quantity: 18,057 Sq. M.

Lump Sum \$ \_\_\_\_\_

PST (7%) \$ \_\_\_\_\_

GST (5%) \$ \_\_\_\_\_

Total Lump Sum Price \$ \_\_\_\_\_



Submittals: Typical manufacturer’s specifications for DRAINTUBE material as required in the Specifications.

**Warranty (including warranty start date):** \_\_\_\_\_  
(Attach separate pages if required)

**Delivery** lead time from receipt of order: \_\_\_\_\_

**3. GEOTEXTILE**

a) Product: 3.1 Supply **8 oz** Non-woven Geotextile

Quantity: 19,683 Sq. M.

Lump Sum \$ \_\_\_\_\_

b) Product: 3.2 Supply **16 oz** Non-woven Geotextile

Quantity: 2,001 Sq. M.

Lump Sum \$ \_\_\_\_\_

PST (7%)                   \$ \_\_\_\_\_

GST (5%)                   \$ \_\_\_\_\_

Total Lump Sum Price \$ \_\_\_\_\_

Submittals: Typical manufacturer’s specifications for 8oz and 16oz non-woven geotextile material as required in the Specifications.

**Warranty (including warranty start date):** \_\_\_\_\_  
(Attach separate pages if required)

**Delivery** lead time from receipt of order: \_\_\_\_\_



**ACCEPTANCE**

- .1 The tender is open to acceptance for a period of thirty (30) calendar days from the date of tender closing.
- .2 We understand that the lowest or any tender will not necessarily be accepted. The Owner reserves the right to cancel this tender for any reason up until award.
- .3 The Owner reserves the right to waive minor defects or irregularities in the bid.
- .4 We understand the Regional District reserves the right to award all products to one supplier or split the award and award each product individually to one or more suppliers.
- .5 All products are supplied per Incoterms 2020 Delivery Duty Paid (DDP), Regional District Landfill, 1105 Cedar Road, Nanaimo, BC V9X 1K9
- .6 We understand in the event of a price extension discrepancy when calculating the total contract value, the REGIONAL DISTRICT reserves the right to correct the totals.

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

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

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



**PART 1**                    **GENERAL**

**1.1**                    **SCOPE**

- .1 This section specifies the requirements for the supply of the geomembrane liner as hydraulic barrier layer in the North Slope cover system.

**1.2**                    **REFERENCES**

- .1 Most current test procedures as listed in tables throughout this section.

**1.3**                    **DEFINITIONS**

- .1 For this section of the Specifications, the following definitions shall apply:
  - .1 40 mil LLDPE Geomembrane liner (textured both sides) - factory manufactured, hydraulic barrier consisting of linear low-density polyethylene material meeting the Specifications of this section.

**1.4**                    **SUBMITTALS**

- .1 The following items are to be submitted at the times listed below.
  - With package submission:
    - .1 typical manufacturer's specifications for standard and premium 40 mil LLDPE geomembrane material (textured both sides) and standard and premium extrusion wire as required in this Specification.
  - After contract award and prior to shipment of material:
    - .2 Mill certifications for selected 40 mil LLDPE Geomembrane liner material (textured both sides).

**1.5**                    **MEASUREMENT AND PAYMENT**

- .1 This Item includes all transportation, labour, material, and equipment for supply of either the standard or premium geomembrane and extrusion welding wire to the Nanaimo Regional Landfill.
- .2 Measurement:
  - .1 Standard Geomembrane shall be measured in square metres (m<sup>2</sup>). Measurement will be by number of rolls and the area of each roll.
  - .2 Premium Geomembrane shall be measured in square metres (m<sup>2</sup>). Measurement will be by number of rolls and the area of each roll.
  - .3 Standard extrusion welding wire shall be measured as a lump sum (L.S.). Measurement shall be based upon field inspections upon delivery to the site.
  - .4 Premium extrusion welding wire shall be measured as a lump sum (L.S.). Measurement shall be based upon field inspections upon delivery to the site.
- .3 Payment:

- .1 Payment is to be by square metres (m<sup>2</sup>) for the geomembrane at the unit rates provided in the Unit Price Schedule, for supply of geomembrane.
- .2 Payment is to be by lump sum (L.S.) for the extrusion welding wire at the unit rates provided in the Unit Price Schedule, for supply of the extrusion welding wire.
- .3 Payment for work of this Contract shall be made in accordance with the Submission Form for Unit Price. Should there not be an item in the Submission Form for Unit Price a specific item of work, the work shall be considered to be included within other items listed in the Submission Form for Unit Price.

**1.6 CONTRACTOR QUALITY CONTROL AND QUALITY ASSURANCE**

- .1 The Contractor shall be responsible for all aspects of quality control and quality assurance of the geomembrane manufacturing, testing, and record keeping.

**1.7 WARRANTY**

- .1 Please supply warranty information with your tender submission including warranty start date.

**PART 2 PRODUCTS**

**2.1 GEOMEMBRANE**

- .1 40 mil LLDPE geomembrane liner (textured both sides) and extrusion welding wire is expected to meet or exceed the following material properties.

<b>Property</b>	<b>Test Method</b>	<b>Result</b>
Density [g/cm <sup>3</sup> ]	ASTM D 1505	0.939
Asperity Height (mm)	ASTM D 7466	≥ 0.4
Melt Flow Index [g/10 min.]	ASTM D1238 (190/2.16)	≤ 1.0
Strength at Break [kN/m]	ASTM D 6693	18
Elongation at Break [%]	ASTM D 6693	250
Tear Resistance [N]	ASTM D 1004	110
Puncture Resistance [N]	ASTM D 4833	250

- .2 The geomembrane shall be High Density Polyethylene meeting the following specifications:
  - .1 Double sided textured;
  - .2 The standard geomembrane shall meet the specifications of GRI GM 17 as published by the Geosynthetics Research Institute.
  - .3 The premium geomembrane shall meet the specifications of GRI GM 17 as published by the Geosynthetics Research Institute with the following modifications:
    - Oxidation induction time (OIT) tested in accordance with ASTM D3895 of 160 minutes
    - High Pressure oxidation induction time (HP-OIT) tested in accordance with ASTM D5885 of 800 minutes

**PART 3**

**EXECUTION**

**3.1 MATERIAL STORAGE AND HANDLING**

- .1 The Contractor shall be responsible for the handling and care of the Geomembrane liner until the material has arrived at the Nanaimo Regional Landfill and been inspected by the Owner. The Contractor shall be liable for all damages to the materials during such time.
- .2 The rolls shall be stored flat on a smooth surface protected against dirt, mud, and excessive heat.

**END OF SECTION**

**PART 1                    GENERAL**

**1.1                    SCOPE OF WORK**

- .1        This Specification covers the requirements for the supply of Draintube Drainage Geocomposite (Draintube). The Draintube and its individual components shall meet or exceed the requirements of this Specification. The manufacture, handling, and storage shall be performed in accordance with the procedures provided in this Specification.
- .2        Contractor shall provide all labor, materials, tools, and equipment and perform all operations necessary to supply Draintube to the Nanaimo Regional Landfill.

**1.2                    REFERENCES**

- .1        ASTM International (latest version):
  - .1        D2122 Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
  - .2        D2412 Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
  - .3        D4491 Standard Test Method for Water Permeability of Geotextiles by Permittivity
  - .4        D4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles
  - .5        D4632 Standard Test Method for Grab Breaking and Elongation of Geotextiles
  - .6        D4716 Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
  - .7        D4751 Standard Test Methods for Determining Apparent Opening Size of Geotextile
  - .8        D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples
  - .9        D5261 Standard Test Method for Measuring the Mass per Unit Area of Geotextiles
  - .10      D6241 Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe
- .2        CAN/ONGC standard (latest version):
  - .1        148.1 No.10 Geotextiles - Filtration Opening Size

**1.3                    QUALITY ASSURANCE**

- .1        A representative of the Owner may observe and document the unloading and storage of the Draintube.

**1.4                    WARRANTY**

- .1        Please supply warranty information with your tender submission including warranty start date.

**1.5 SUBMITTALS**

- .1 The following items are to be submitted at the times listed below.

With package submission:

- .1 typical manufacturer’s specifications for DRAINTUBE material as required in this Specification.

After contract award and prior to shipment of material:

- .2 Mill certifications for DRAINTUBE material.

**1.6 MEASUREMENT AND PAYMENT**

- .1 This item includes all transportation, labour, materials and equipment for the supply of DRAINTUBE for the North Slope final cover system for the Landfill, including the anchor trench material.

- .2 Measurement:

- .1 DRAINTUBE shall be measured in square metres (m<sup>2</sup>). Measurement will be by number of rolls and the area of each roll.

- .3 Payment:

- .1 Payment for DRAINTUBE is to include all costs to supply the material. Payment shall be based upon the unit rates provided in the Unit Price Schedule.

- .2 Payment for work of this Contract shall be made in accordance with the Submission Form for Unit Price. Should there not be an item in the Submission Form for Unit Price a specific item of work, the work shall be considered to be included within other items listed in the Submission Form for Unit Price.

**PART 2 PRODUCTS**

**2.1 MATERIAL DESCRIPTION**

- .1 DRAINTUBE is expected to meet or exceed the values provided in the table below.

CHARACTERISTIC	STANDARD	UNIT	MARV
<b>Mini-pipe Properties</b>			
Outside diameter	ASTM D2122	mm	25
Stiffness at 5% deflection	ASTM D2412	kPa	3000
Spacing between pipes		m	0.5
<b>Mechanical Properties</b>			
Mass Per Unit Area	ASTM D5261	g/m <sup>2</sup>	500
Grab Tensile Strength	ASTM D4632	N	1450
Trapezoidal Tear Strength	ASTM D4533	N	600
Puncture CBR	ASTM D6241	N	3200
<b>Hydraulic Properties</b>			
Filter Permittivity	ASTM D4491	sec <sup>-1</sup>	1.80

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Filter FOS	CAN 148.1 No.10	mm	0.120
Geocomposite Transmissivity	ASTM D4716	m <sup>2</sup> /sec	2x10 <sup>-3</sup>

**PART 3**

**EXECUTION**

**3.1**

**MATERIAL STORAGE AND HANDLING**

- .1 The Contractor shall be responsible for the handling and care of the Draintube until the material has arrived at the Nanaimo Regional Landfill and been inspected by the Owner. The Contractor shall be liable for all damages to the materials during such time.
- .2 The Contractor shall comply with ASTM D4873 with respect to handling the Draintube.
- .3 The rolls shall be stored flat on a smooth surface protected against dirt, mud, and excessive heat.

**END OF SECTION**

**PART 4                    GENERAL**

**4.1                    SCOPE OF WORK**

- .1        This Specification covers the requirements for the manufacture, fabrication, and supply of non-woven geotextile. The geotextile and its individual components shall meet or exceed the requirements of this Specification. The manufacture, handling, and storage shall be performed in accordance with the procedures provided in this Specification.
- .2        The Contractor shall provide all labour, materials, tools, and equipment and perform all operations necessary to supply geotextile to the Nanaimo Regional Landfill.

**4.2                    REFERENCES**

- .1        ASTM International (latest version):
  - .1        D4491 Standard Test Method for Water Permeability of Geotextiles by Permittivity
  - .2        D4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles
  - .3        D4632 Standard Test Method for Grab Breaking and Elongation of Geotextiles
  - .4        D4716 Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
  - .5        D4751 Standard Test Methods for Determining Apparent Opening Size of Geotextile
  - .6        D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples
  - .7        D5261 Standard Test Method for Measuring the Mass per Unit Area of Geotextiles
  - .8        D6241 Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe
- .2        CAN/ONGC standard (latest version):
  - .1        148.1 No.10 Geotextiles - Filtration Opening Size

**4.3                    QUALITY ASSURANCE**

- .1        A representative of the Owner may observe and document the unloading and storage, of the geotextile.

**4.4                    WARRANTY**

- .1        Please supply warranty information with your tender submission including warranty start date.

**4.5                    SUBMITTALS**

- .1        The following items are to be submitted at the times listed below.  
With package submission:

- .1 typical manufacturer's specifications for 8oz and 16oz non-woven geotextile material as required in this Specification.

After contract award and prior to shipment of material:

- .2 Mill certifications for 8oz and 16oz non-woven geotextile material as required in this Specification.

**4.6 MEASUREMENT AND PAYMENT**

- .1 This item includes all transportation, labour materials and equipment for the following Work:
  - .1 Supply of 8 oz non-woven geotextile.
  - .2 Supply of 16 oz non-woven geotextile.
- .2 Measurement:
  - .1 8 oz non-woven geotextile shall be measured in square metres (m<sup>2</sup>). Measurement will be by number of rolls and the area of each roll.
  - .2 16 oz non-woven geotextile shall be measured in square metres (m<sup>2</sup>). Measurement will be by number of rolls and the area of each roll.
- .3 Payment:
  - .1 Payment for 8 oz Geotextile is to include all costs to supply the material. Overlap is incidental. Payment shall be based upon the unit rates provided in the Unit Price Schedule.
  - .2 Payment for 16 oz Geotextile is to include all costs to supply the material. Overlap is incidental. Payment shall be based upon the unit rates provided in the Unit Price Schedule.
  - .3 Payment for work of this Contract shall be made in accordance with the Submission Form for Unit Price. Should there not be an item in the Submission Form for Unit Price a specific item of work, the work shall be considered to be included within other items listed in the Submission Form for Unit Price.

**PART 5 PRODUCTS**

**5.1 MATERIAL DESCRIPTION**



**5.2 8 OZ NON-WOVEN GEOTEXTILE PROPERTIES**

- .1 8 oz non-woven needle-punched synthetic fibre fabric is expected to meet or exceed the following material properties.

<b>Property</b>	<b>ASTM Test Method</b>	<b>Minimum properties</b>
Mass per unit area	D5261	271 g/m <sup>2</sup>
Grab tensile strength	D4632	1.024 kN (min)
Grab tensile elongation	D4632	50 (%)
Trap. Tear strength	D4533	0.423 (N)
Puncture (CRB) strength	D6241	2.67 kN
UV resistance	D7238	70 (%)

**5.3 16 OZ NON-WOVEN GEOTEXTILE PROPERTIES**

- .1 16 oz non-woven needle-punched synthetic fibre fabric is expected to meet or exceed the following material properties.

<b>Property</b>	<b>ASTM Test Method</b>	<b>Minimum properties</b>
Mass per unit area	D5261	542 g/m <sup>2</sup>
Grab tensile strength	D4632	1.64 kN (min)
Grab tensile elongation	D4632	50 (%)
Trap. Tear strength	D4533	0.64 (N)
Puncture (CRB) strength	D6241	4.00 kN
UV resistance	D7238	70 (%)

**PART 6 EXECUTION**

**6.1 MATERIAL STORAGE AND HANDLING**

- .1 The Contractor shall be responsible for the handling and care of the 8 oz and 16 oz non-woven geotextile until the material has arrived at the Nanaimo Regional Landfill and been inspected by the Owner. The Contractor shall be liable for all damages to the materials during such time. The Contractor shall comply with ASTM D4873 with respect to handling the geotextile.
- .2 The rolls shall be stored flat on a smooth surface protected against dirt, mud, and excessive heat.

**END OF SECTION**

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

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

THIS AGREEMENT WITNESSES that the Supply Contractor and the Corporation agree as follows:

1. The Supply Contractor shall provide all labour, Supply Contractor's Plant and Equipment and materials required to supply the Goods within the required time, as required by the Contract Documents.
2. The Corporation shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
  - (a) \$ \_\_\_\_\_, and
  - (b) any payments made on account of changes, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Supply Contractor by the Corporation for the Goods and shall cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, off-loading, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

4. The Supply Contractor shall supply all Goods to the Delivery Point no later than <XX weeks from receipt of order>.
5. The Contract Documents shall form a part of this Agreement as though recited in full.
6. The Contract supersedes all prior negotiations, representations, or agreements, whether written or oral and is the entire agreement between the Corporation and the Supply Contractor with respect to the subject matter of this Agreement.

7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the Corporation.
8. No action or failure to act by the Corporation or an authorized representative of the Corporation shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
9. This Agreement shall enure to the benefit of and be binding upon the Corporation and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges, and liabilities shall be construed and held to be several as well as joint.
10. Time shall be of the essence of this Agreement.
11. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

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

REGIONAL DISTRICT OF NANAIMO

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

SIGNED on behalf of the Corporation by:

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

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

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

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

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

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

[SUPPLY CONTRACTOR'S NAME]

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

SIGNED on behalf of the Supply Contractor by:

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

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

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

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

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

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

**END OF SECTION**

**GENERAL**

## 1.1 DEFINITIONS

The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number includes the plural number and vice versa.

"Addenda" means the supplemental written conditions issued prior to execution of the Agreement which modify or interpret the Contract Documents by addition, deletion, clarification, or corrections;

"Agreement" means the Standard Form Supply Contract Form of Agreement;

"Contract" means the agreement formed by the Corporation's acceptance of the Proposal for the supply and delivery of the equipment set out in the Contract Documents;

"Contract Documents" means the following documents:

- (1) the executed Standard Form Supply Contract Form of Agreement
- (2) the General Conditions
- (3) any Addenda
- (4) the Original Solicitation Documents
- (5) other relevant documents such as but not limited to letters of clarification and any reports, standards or the like included by reference;

"Contract Price" has the meaning set out in the supply form of agreement;

"Corporation" means the Regional District of Nanaimo;

"Day" means calendar day;

"Delivery Date" has the meaning set out in the supply form of agreement;

"Delivery Point" means the <Enter delivery address>;

"Person" includes an individual, corporation, partnership, and joint venture;

"Specifications" means that part of the Contract Documents consisting of general requirements and written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship;

"Supply Contractor" means the person who or which execute the Agreement;

"Supply Contractor's Plant and Equipment" means the equipment, material, supplies and all other items (except labour) brought onto the Delivery Point by the Supply Contractor, but not to be incorporated in the Goods;

## **CONTRACT REQUIREMENTS**

### **1.1.1 Successors' Obligations**

The Contract shall enure to the benefit of and is binding upon not only the parties hereto but also their respective successors and permitted assigns.

### **1.1.2 Assignment of Contract**

The Supply Contractor shall not assign the Contract in whole or in part, nor any payments due or to become due under the Contract without the prior written consent of the Corporation. No assignment of the Contract shall relieve the Supply Contractor from any obligation under the Contract or impose any liability on the Corporation. Involuntary assignment of the Contract as a result of, inter alia, bankruptcy, assignment of the Contract for the benefit of creditors or appointment of a receiver, or insolvency shall be deemed default under the Contract entitling the Corporation to terminate the Contract as hereinafter provided.

### **1.1.3 Waiver of Rights**

Except as herein provided, no act or failure to act by the Supply Contractor or the Corporation at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Supply Contractor or the Corporation, as the case may be, of any of their rights or remedies. No waiver shall be effective except in writing. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

### **1.1.4 Amendment of Contract Documents**

The Contract Documents shall not be amended except as specifically agreed in writing signed by both the Corporation and the Supply Contractor.

## **1.2 LAWS, REGULATIONS AND PERMITS**

- 1.2.1 The Contract shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to mediation as per clause 2.3 Dispute Resolution. The parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.
- 1.2.2 The Supply Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Goods. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable for the prosecution of the work they shall be obtained by the Supply Contractor at its expense, provided that the Supply Contractor shall not make application for any such permit, authorization, approval or licence without first obtaining the written consent of the Corporation.
- 1.2.3 **Patents, Royalties and Copyright**  
The Supply Contractor shall pay all fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Goods or with the use of the Goods by the Corporation. Before final payment is made on the account of this Contract, the Supply Contractor shall, if requested by the Corporation, furnish acceptable proof of a proper release from all such fees or claims.
- 1.2.4 All references to money in the Contract Documents shall be interpreted as meaning lawful currency of Canada.

## **PART 2 CORPORATION-SUPPLY CONTRACTOR RELATIONS**

### **2.1 AUTHORITY OF CORPORATION**

#### **2.1.1 Acceptability of Goods**

The Corporation shall make the final determination of the acceptability of the Goods.

#### **2.1.2 Appointment and Authority of Inspector**

2.1.2.1 The Corporation may appoint an Inspector for the Goods at any time before or after award of the Contract. If the Corporation appoints an Inspector, the Inspector shall represent the Corporation at the Delivery Point. The Inspector shall have the authority set out in the Contract Documents and such other authority as may be delegated in writing by the Corporation including but not limited to the following:

- (a) to make decisions regarding the Goods;
- (b) to make decisions regarding the manner of performance of the Goods;
- (c) to make determinations regarding deficiencies;

## 2.2 RESPONSIBILITIES OF THE SUPPLY CONTRACTOR

### 2.2.1 Attention to the Goods

The Supply Contractor shall diligently attend to the supply of the Goods so that they are delivered faithfully, expeditiously and in accordance with the Contract Documents.

### 2.2.2 Authorized Representative

The Supply Contractor shall advise the Corporation in writing of the name of the Supply Contractor's authorized representative.

### 2.2.3 Off-loading of Goods

The Supply Contractor shall provide all necessary instructions to ensure satisfactory off-loading of the Goods.

### 2.2.4 Shipment

The Supply Contractor shall properly package all Goods for safe shipment to the Delivery Point and a Notice of Shipment shall be sent by the Supply Contractor to the Corporation in advance of final delivery. The Notice of Shipment shall state the delivery date, the Purchase Order number, description of the goods, the Supply Contractor's name and the carrier by which the shipment is being made. Clear title to the Equipment, free of all charges, liens and encumbrances shall pass to RDN when the Equipment(s) is received, inspected, deficiencies rectified, and accepted by the RDN at the delivery point. Until such time as title of Equipment(s) is accepted by the RDN, the Dealer shall be responsible for insurance claims related to the Equipment(s) and the RDN shall not be considered to have breached any Contract if there is a fire, damage or other cause which entitles an insurance company to seize or take possession of the Equipment or part thereof.

The passing of title to the RDN shall not affect any of the Dealer's obligations.



### 2.2.5 Errors and Omissions

If the Supply Contractor discovers that there are any errors or omissions in the Contract Documents, it shall immediately notify the Corporation in writing. The Corporation will review the matter and if it concludes that there is an error or omission, it shall determine the corrective actions to be taken and will advise the Supply Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the Corporation shall issue an appropriate change order. After discovery by the Supply Contractor of an error or omission in the Contract Documents any work thereafter performed by the Supply Contractor shall be done at its risk unless otherwise agreed by the Corporation.

## 2.3 DISPUTE RESOLUTION

### 2.3.1 Disputes

A dispute occurs between the Corporation and the Supply Contractor where there is a difference between the parties as to the interpretation, application or administration of the Contract.

### 2.3.2 Dispute/Claim Resolution

- (1) All matters in dispute under this Agreement which is not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Supply Contractor be submitted to mediation to a single mediator appointed jointly by them.
- (2) No one shall be nominated to act as a mediator who is in any way financially interested in the business affairs of either the Regional District or the Supply Contractor.
- (3) If the parties cannot agree on the choice of a mediator, each party shall select a nominee and the nominees shall jointly appoint a mediator.
- (4) The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

## PART 3 MATERIAL, EQUIPMENT AND WORKMANSHIP

### 3.1 GENERAL

The Goods shall be of the quality specified or better. All work related to the Contract Documents shall be done with equipment and workmanship of the best quality and description and by employment of properly skilled workers and in strict conformity with and as required by the Contract Documents. Materials and equipment shall be the product of suppliers or manufacturers of established good reputation, regularly engaged in the supply or manufacture of such materials or equipment.

### 3.2 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

#### 3.2.1 Inspection

Inspections and testing shall not in any way relieve the Supply Contractor from any of its obligations or responsibilities under the Contract Documents, and shall not in any way prejudice or constitute a waiver of any rights or remedies of the Corporation or any guarantees, warranties or covenants in favour of the Corporation, and the Corporation shall be entitled to rely on the expertise and obligations of the Supply Contractor and its subcontractors and their consultants and engineers to the same extent as if such inspections and testing by the Corporation or any inspector or agent had not taken place.

If the Contract Documents, laws, ordinances, or any public regulatory authority requires parts of the Goods to be specially inspected, tested or approved, the Supply Contractor agrees that the Goods shall comply.

The Goods are subject to inspection and acceptance by the RDN within a reasonable time after receipt. The RDN will notify the Supply Contractor in writing of the rejection of any of the Goods which are not in accordance with the Contract Documents, and the Goods will be held subject to disposition by the Supply Contractor at the Supply Contractor's risk and subject to all charges accruing as a result of such rejection.

Notwithstanding any prior payment therefor, all Goods are subject to inspection and testing by the Corporation at the Delivery Point.

#### 3.2.2 Certification

The equipment must be certified by the Supply Contractor in accordance with the local authorities with jurisdiction. Where compliance of Goods, materials or equipment with the Contract Documents is not readily determinable through inspection and tests, the RDN may require that the Supply Contractor provide, at the Supply Contractor's expense, properly authenticated documents, certificates or other satisfactory proof of compliance. These documents,

certificates or other proof shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

### 3.2.3 Electrical

Electrical products that plug into an electrical outlet must meet Canadian national safety standards and be certified by an accredited certification body such as CSA, cUL or cETL.

## 3.3 DEFECTIVE OR IMPROPER GOODS

### 3.3.1 Correction of Defective Goods

If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the RDN may give notice of its dissatisfaction to the Supply Contractor in writing and the Supply Contractor shall immediately upon receipt of such notice do all things that are required to satisfy the RDN. If the Supply Contractor refuses or neglects to do all things that are required to satisfy the RDN within one week from the receipt of notice, the Corporation may employ some other person to do so and all expenses and costs consequent thereon or incidental thereto shall be charged to the Supply Contractor. The employment of such other person or the doing of the said work by the Corporation itself shall not affect the Supply Contractor's duties and liabilities hereunder or relieve the Supply Contractor from the performance and fulfilment of any or all of the Supply Contractor's warranties, covenants, undertakings, obligations and duties under the Contract.

3.3.2 If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the Corporation may return the Goods or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the Corporation to the Supply Contractor on account of the Contract Price of such returned Goods, shall be repaid to the Corporation by the Supply Contractor. The Supply Contractor shall advise the Corporation in writing, where to return the Goods, and failing such advice from the Supply

Contractor, the Supply Contractor agrees to accept the returned Goods at the Supply Contractor's registered office. Neither the inspection nor failure to make inspection, nor acceptance of Goods shall release the Supply Contractor from any warranties or other provisions of this Contract nor impair the Corporation's right to reject non-conforming Goods. The Corporation reserves the right even after it has paid for and accepted Goods to make a claim against the Supply Contractor on account of any Goods which do not prove to be satisfactory or are defective irrespective of the Corporation's failure to notify the Supply Contractor of a rejection of non-conforming Goods or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Goods after rejection or acceptance thereof.

### 3.3.3 Retention of Defective Goods

If in the opinion of the RDN any portion of the Goods supplied under the Contract is defective or not in accordance with the Contract Documents and if the defect or imperfection in the same is not of sufficient magnitude or importance to make the Goods dangerous or undesirable, or if the removal of such Goods is impracticable, or will create conditions which are dangerous or undesirable, the Corporation shall have the right and authority to retain such Goods instead of requiring the defective or imperfect Goods to be removed and reconstructed, but the Corporation shall be entitled to make such deductions from the payments due or to become due to the Supply Contractor as are just and reasonable.

### 3.3.4 No Implied Approval

The fact that the Corporation has not disapproved of or rejected any part of the Goods shall not be deemed or be construed to be an acceptance of any such part of the Goods or any such materials.

## 3.4 WARRANTY AND GUARANTEE

3.4.1 The Supply Contractor agrees that the Goods manufacturer's standard warranty as outlined in the Supply Contractor's Proposal and is to the benefit of the Corporation and that the Goods are free from all defects arising from faulty construction, manufacturing, materials, equipment or workmanship for the period of the Goods manufacturer's standard warranty period.

3.4.2 During the warranty period, the Supply Contractor, upon the receipt of notice in writing from the Corporation, shall promptly make all repairs arising out of the defects. The Corporation shall be entitled to make such repairs, if 10 Days after the giving of such notice to the Supply Contractor, the Supply Contractor has failed to make or undertake with due diligence the repairs. In case of an

emergency, where, in the opinion of the Corporation, delay could cause serious loss or damage, or inconvenience to the public, repairs may be made without notice being sent to the Supply Contractor, only after all reasonable attempts have been made to contact the Supply Contractor. The costs of any repair made by the Corporation in connection with this clause shall be charged to the Supply Contractor and the Supply Contractor shall reimburse the Corporation for such costs. All covenants and agreements shall continue to be binding on the Supply Contractor until they have been fulfilled.

- 3.4.3 The Corporation is relying on Supply Contractor's skill and judgment in selecting and providing the proper Goods and any applicable services for the Corporation's particular use. The Supply Contractor warrants to the Corporation and its successors in interest that the Goods and any services covered hereby will correspond with the description of the same in the Contract Documents, will conform to all applicable Specifications, will be of the best quality and, unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all aspects, both in the manufacture and use thereof, with all applicable safety orders or regulations of the Province of British Columbia. The Supply Contractor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever and that the Supply Contractor has a good and marketable title to the same.
- 3.4.4 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising at any time from faulty design in any part of the Goods.
- 3.4.5 The Supply Contractor represents that it has read the contract terms and the Specifications and has satisfied itself that the Goods can be supplied in accordance with the Specifications free of defects and fit for the purpose for which they are to be used.
- 3.4.6 The warranty period shall commence once the RDN accepts clear title of the Equipment.
- 3.4.7 The warranty should be made out to the Regional District of Nanaimo, 6300 Hammond Bay Road, Nanaimo, B.C. V9T 6N2

#### **PART 4 INDEMNIFICATION AND INSURANCE**

##### **4.1 INDEMNIFICATION AND RELEASE**

- 4.1.1 The Supply Contractor shall save harmless and indemnify the Corporation and its directors, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Goods or the supply, off-loading or delivery of the Goods by the Supply Contractor under this agreement, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.
- 4.1.2 Unless otherwise specified in the Contract, the Supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Goods, and/or used or to be used by the Corporation before or after supply of the Goods as a result of work performed by the Supply Contractor, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.
- 4.1.3 The Supply Contractor shall release and discharge the Corporation and its directors, officers, servants, employees and agents (the "Released Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) which the Supply Contractor or its servants or employees might have in any manner arising in any way out of or connected with the Goods or the supply, off-loading or delivery of the Goods by the Supply Contractor under this agreement except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Released Parties or any of them.

- 4.1.4 The indemnity provided in this clause by the Supply Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

#### 4.2 INSURANCE

##### 4.2.1 General

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

##### 4.2.2 Indemnity Not Restricted by Insurance

The provisions for insurance shown above shall not in any way limit the indemnity granted by the Supply Contractor to the Indemnified Parties elsewhere in this section.

#### 4.3 PATENT, TRADEMARK OR COPYRIGHT

- 4.3.1 The Supply Contractor represents that it has fully investigated all Specifications, including any furnished by the Corporation, in connection with the Goods and based on such investigation and its past experience and superior knowledge with respect to such Goods has determined that the production and supply thereof will not infringe any patent, trademark or copyright.

### **PART 5 SHIPMENT OF GOODS/DAMAGE TO GOODS**

#### 5.1 SHIPMENT OF GOODS

##### 5.1.1 Delivery of Goods

The Supply Contractor must deliver the Goods to the Delivery Point. Delivery of the Goods to a carrier for transmission to the Delivery Site does not constitute delivery of the Goods to the Corporation. Any such carrier is deemed to be the Supply Contractor's agent and not the Corporation's agent.

##### 5.1.2 Delivery Costs

The Supply Contractor is responsible for all costs and expenses whatsoever in relation to the supply and delivery of the Goods to the Delivery Point,

including without limitations, all shipping, carrier, transportation, freight, insurance, storage, handling and off-loading costs, as well as any customs or excise charges or duties.

#### 5.1.3 Supply Contractor to Bear Risk

The Supply Contractor shall bear all risks and shall assume all responsibility for the Goods, including, without limitation, any loss or damage to the Goods from any cause whatsoever, up to and including the delivery and off-loading of the Goods at the Delivery Point.

#### 5.1.4 Loss or Damage

If loss or damage to the Goods occurs for which the Supply Contractor is responsible, the Supply Contractor shall immediately effect repairs or replace any property as necessary in order to make good any such loss or damage. If the Supply Contractor refuses or neglects to do so, the Corporation may make good any such loss or damage, either by itself or by employing some other person, and the expense of doing so shall be charged to the Supply Contractor. If any repair or replacement of property is performed on the Goods as a result of loss or damage to the Goods for which the Supply Contractor is responsible the Supply Contractor represents and warrants that the warranty provided shall not be affected or changed to any manner or respect whatsoever.

#### 5.1.5 Acceptance of Delivery of Goods by Corporation

Notwithstanding any other provision in the Contract Documents, the Corporation is not deemed to have accepted the Goods until the Goods have been delivered to and off-loaded at the Delivery Point and the Corporation has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the Contract. The Corporation's acceptance or deemed acceptance of the Goods shall not prejudice any rights or remedies the Corporation may have hereunder relating to Goods that are found to be non-conforming, unsatisfactory, defective, of inferior quality or workmanship, or which fail to meet any specifications or requirements of the Contract Documents.



**PART 6 PROGRESS AND COMPLETION****6.1 CONTRACT TIME****6.1.1 Prosecution of the Goods**

Time shall be strictly of the essence. The Supply Contractor shall supply the Goods in accordance with the Contract Documents. The Supply Contractor acknowledges that the schedule for supply of the Goods as set out in the Contract Documents is reasonable.

**6.1.2 Schedule**

The Supply Contractor shall provide a schedule and periodic updates co-ordinating the supply of Goods within the prescribed time. Contract time extensions, if any, shall be incorporated into updated schedules. The failure of the Supply Contractor to comply with this requirement may entitle the Corporation to terminate the Supply Contractor's right to continue with the supply of Goods or to delay progress payments.

**6.2 TERMINATION**

**6.2.1** The Corporation may terminate the Contract if the Supply Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the Corporation giving notice thereof.

**6.2.2** The Corporation may terminate the Contract if at any time the Corporation forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:

- (1) has breached a fundamental term of the Contract or is in substantial breach of the terms of the Contract;
- (2) has failed to supply the Goods, within the time specified in the Contract Documents or extensions mutually agreed between the parties in writing;
- (3) has failed or is failing to furnish or to maintain a detailed schedule;
- (4) has become in any way unable to supply the Goods or any part thereof;
- (5) has repeatedly failed to make prompt payments to subcontractors, suppliers or others for labour, materials or equipment; then the

Corporation may give notice in writing to the Supply Contractor of such opinion and require that such default or defaults be remedied forthwith. If, within five Days of such notice, such default or defaults are not remedied to the satisfaction of the Corporation, the Corporation may terminate the Contract. Such termination shall be effective immediately.

- 6.2.3 The Corporation may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.

### 6.3 NO CLAIM

Except as herein before provided, the Supply Contractor shall have no claim against the Corporation for any reason whatsoever by reason of the termination of the Contract.

## PART 7 PAYMENT

### 7.1 PAYMENTS TO SUPPLY CONTRACTOR

- 7.1.1 Payments to the Supply Contractor will be made as per the Supply Agreement
- 7.1.2 Notwithstanding Clause 7.1.1 the Corporation may withhold from payment:
- (2) Any deduction the Corporation may be entitled to under the Contract;
  - (3) Such reasonable amount as the Corporation determines appropriate with respect to any part of the goods otherwise not in compliance with the Contract Documents.
- 7.1.3 Payments may be withheld until the relevant operating manuals and all operating and maintenance materials together with all warranties have been delivered to the Corporation.
- 7.1.4 In addition to any other remedy the Corporation may have in the Contract or law, the Corporation may refuse to make payment because of subsequently discovered evidence or test results, and shall be compensated for any payment previously made to the Supply Contractor to such extent as may be necessary to protect the Corporation from loss as a result of:
- (1) Defective or damaged Goods;

- (2) A deductive change order;
- (3) Failure of the Supply Contractor to supply the Goods in accordance with the Contract Documents, including failure to maintain the supply of the Goods in accordance with the schedule;
- (4) Disregard by the Supply Contractor of the authority of the laws of any public body having jurisdiction.

The Corporation may refuse to make payment of the full amount because of claims made against the Corporation on account of the Supply Contractor's performance or supply of Goods. In such case, the Corporation shall give the Supply Contractor prompt written notice stating the reasons for each action.

7.1.5 The Corporation may withhold from payment to the Supply Contractor:

- (1) Any set-off the Corporation may be entitled to under the Contract;
- (2) The amount of any bona fide builder's lien claim asserted against the Corporation or which the Corporation acting reasonably anticipates will be made against the Corporation.

7.1.6 Prior to payment to the Supply Contractor, if requested by the Corporation, the Supply Contractor shall deliver to the Corporation a statutory declaration in form satisfactory to the Corporation declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons, firms or corporations have any lien against the lands comprising the Delivery Point or the work together with such other documentation as the Corporation, acting reasonably, determines is necessary or desirable.