



REQUEST FOR TENDERS No. 24-041

GNPCC and FCPCC Grit and Screenings Hauling Services

ISSUED: August 2, 2024

CLOSING DATE AND TIME:

Tenders must be received on or before:

3:00 PM (15:00 hrs) Pacific Time on August 22, 2024

Regional District of Nanaimo (RDN) Contact for Questions:

Adrian Limpus, Engineering Technologist– Wastewater Services

Telephone: 250-390-6509

Email: alimpus@rdn.bc.ca

Optional Site Visit

An optional site visit scheduled on Tuesday, August 13, 2024, to allow Proponents to familiarize themselves with the site-specific requirements at the pick-up locations. The visit will start at 9:00 AM at GNPCC at 4600 Hammond Bay Road in Nanaimo. Participants will then have the option to go to FCPCC at 957 Lee Road in Parksville for a site visit starting at 11:00 am.

RSVP required 48 hours in advance to: alimpus@rdn.bc.ca

High visibility vests and steel toes boots required.

Deadline for questions is three (3) business days before the closing date.



Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders must submit their Tender on or before 3:00 PM (15:00 hrs), Pacific Time, August 22, 2024. Tenders must be submitted on the Tender Form in Appendix B.

Submission Method:

By Email: In PDF format with “**24-041 Grit and Screening Hauling Services**” as the subject line at this electronic address:

alimpus@rdn.bc.ca

Please note: Maximum email file size limit is 20MB.

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

The RDN 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.

GNPCC is located at 4600 Hammond Bay Road, Nanaimo, BC. FCPCC is located at 957 Lee Road, Parksville, BC. The RDN Cedar Landfill is located at 1105 Cedar Road, Nanaimo, BC.

GNPCC provides secondary wastewater treatment to the communities of Nanaimo, Lantzville and the Snuneymuxw First Nation. FCPCC provides secondary wastewater treatment to the communities of Parksville, Qualicum, and French Creek.

Grit and Screenings removal at GNPCC and FCPCC is currently provided by a Roll Off bin system. The contractor will supply and maintain Roll-Off bins used in the contract. Bins must be covered during transport to avoid spills and for odour control. Bin lids must be able to be opened to allow filling at RDN facilities. Appendix A contains pictures of the current Roll Off bins used at GNPCC and 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 bins and removed for disposal at the landfill.



Greater Nanaimo Pollution Control Centre (GNPCC)

Two screening bins per week are currently transported from GNPCC the RDN Cedar Landfill. Screenings currently are collected in 10-yard bins with dimension of 7 ft (width) by 10 ft (length) by 4.6 ft (height) Pickups are currently scheduled between 8:30 am to 4:30 pm every Tuesday and Friday. If Friday is a holiday, collection is typically rescheduled to Thursday.

A grit bin is also transported from GNPCC to the Cedar landfill on an on-call basis (typically every 1.5 weeks). Grit is currently collected in a 12-yard bin with dimensions of 12 ft (length) x 8ft (width) x 4 ft (height).

French Creek Pollution Control Centre (FCPCC)

On average, two bins per week of grit and screenings (both collected in same bin) are transported from FCPCC to the RDN Cedar Landfill. Grit and screenings are combined and collected in 10-yard bins.

Bin pickups at FCPCC are typically scheduled by 8:30 am to 4:30 pm every Tuesday and Friday. If Friday is a statutory holiday, collection is typically rescheduled to Thursday.

Schedule Variation

Removal frequency at both GNPCC and FCPCC can vary however depending on the wastewater treatment process and this could result in variations to the pick-up schedule.

While not anticipated at this time, there is a possibility of pick ups required on weekends or statutory holidays due to variations in the wastewater treatment process. Rates have therefore been requested for these scenarios.

Contract Term

Grit and screening hauling services would be provided for a five (5) year term. Fixed pricing is required for the first two (2) years. Fixed pricing over the next two years (Year 3 and 4), and in the final year of the term (Year 5) will be determined based on the British Columbia Consumer Price Index (CPI), or mutual and successful negotiations between both parties confirmed in writing and internal RDN approval.

The contract is anticipated to commence September 2024.

Spill Reporting Requirements

In the event of a spill, the Contractor will follow all spill reporting requirements from the BC Ministry of the Environment and Climate Change Strategy (MOECSS) and Emergency Management BC (EMBC). The Contractor will also be required to notify any spills to the Chief Operator at GNPCC and/or FCPCC. The Contractor must have spill kits on their trucks. To avoid spills, Roll Off bins must have lids and be covered during transport.

**Invoicing**

Invoicing for grit and screening hauling will be monthly at the start of each month. Landfill tipping fees will be directly charged to the RDN.

Pricing must include all costs to be charged to the RDN for completing this work including any applicable permit fees, contract administration, insurance, sub-contractor costs, and all other costs, except for landfill tipping fees.

Project Specific Requirements

Appendix C – Specifications contains more detailed requirements grit and screening transport.

ARTICLE 3. Examine Documents

The Tenderer must carefully examine the Contract Documents. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should they be in doubt as to their meaning, they should, prior to submitting their Tender, notify the RDN 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 RDN will affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 4. Addenda

If the RDN determines that an amendment is required to this Tender, the RDN will post an addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and BC Bid websites (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 RDN. It is the sole responsibility of the Tenderer to check and ensure all addenda are included prior to submitting their final Tender submission.

ARTICLE 5. Tender Price

All pricing is to be in Canadian Dollars. Prices will be filled in on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 6. Federal and Provincial Sales Taxes

Prices on the Tender Form will exclude GST, and landfill tipping fees.

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, withdraw their tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 10. Tender Rejection

.1 The RDN 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 RDN may reject a Tender if:

- a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
- b) A Tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
- c) A Tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form.
- d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
 - any other contract for works or services; or
 - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a Tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants, and representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

.3 The RDN may reject all Tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons:

- a) the lowest Tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available.
- b) the RDN decides not to proceed or decides to defer.



- c) the RDN is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.

.4 The RDN reserves the right to consider and to reject any Tender or all Tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a Tender.

ARTICLE 11. Award

Awards will be made on Tenders that will give the greatest value based on price, equipment, previous experience, and sustainability considerations. 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 RDN Transportation Services agreement is enclosed at the end of this document. Tenderers should carefully review this form of Contract. Tenderers may (but are not required to) request that RDN consider revisions to the Transportation Services Agreement. Tenderers 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 will have any claim for any compensation of any kind whatsoever, by participating in the tender, and by submitting a bid each Tenderer will 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 will report this to the RDN 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 RDN will be held in confidence by the RDN, 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 RDN or their immediate families which might in any way be seen to create a conflict.

ARTICLE 17. Collusion

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

APPENDIX "A"

Greater Nanaimo Pollution Control Centre

Screenings Bin (10 yard)



Grit Bin (12 yard)



French Creek Pollution Control Centre

Grit and Screenings Bin (both collected in same 10 yard bin).





APPENDIX B - TENDER FORM
GNPCC and FCPCC Grit and Screenings Hauling Services
Page 1 of 6

Date: _____

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Tender Form must be submitted By Email:

In PDF format with **"24-041 Grit and Screenings Hauling Services"** as the subject line at this electronic address: alimpus@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.

Having examined the Tender documents including any addenda, we hereby offer to perform the Work set forth in the aforesaid documents for the Contract Pricing below. Prices include the Contractor's labour, material, equipment, material costs, transportation costs, overhead and profit and will represent the cost to the RDN of such charges excluding GST and landfill tipping fees.

APPENDIX B - TENDER FORM

GNPCC and FCPCC Grit and Screenings Hauling Services

Page 2 of 6

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)

Fixed pricing over initial 2 years of term:

Item	Description	Time	Estimated Annual Deliveries	Quotation Hauling Charge ^{1,3}	Estimated Annual Cost (Estimated Annual Deliveries x Quotation Hauling Charge)
1	Screenings Hauling from Greater Nanaimo Pollution Control Centre to Cedar Landfill (10-yard bin)	Regular Hour	101	\$ /Bin Haul	\$
		Statutory Holidays & Weekends	3	\$ /Bin Haul	\$
2	Grit Hauling from Greater Nanaimo Pollution Control Centre to Cedar Landfill (12-yard bin)	Regular Hour	32	\$ /Bin Haul	\$
		Statutory Holidays & Weekends	3	\$ /Bin Haul	\$
3	Grit and Screening Hauling from French Creek Pollution Control Centre to Cedar Landfill (10-yard bin)	Regular Hour	101	\$ /Bin Haul	\$
		Statutory Holidays & Weekends	3	\$ /Bin Haul	\$
	Total Estimated Annual Cost		243		\$

Notes:

1. Pricing will exclude GST 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 biosolids transportation contract.
3. Rates are firm for 2-years. Fixed pricing over the next 2 years (Year 3 and 4), and in the final year of the term (Year 5) will be determined based on the British Columbia Consumer Price Index (CPI) and/or mutual and successful negotiations between both parties confirmed in writing and internal RDN approval.

APPENDIX B - TENDER FORM
GNPCC and FCPCC Grit and Screenings Hauling Services
Page 3 of 6

QUALIFICATIONS AND EXPERIENCE

The Contractor states that it has performed similar contracts for the following clients and gives permission for the RDN to contact the listed contact person and obtain information pertaining to its performance of similar work. Similar work could include ongoing hauling contracts that require a high degree of service.

Client	Start Date	End Date (if applicable)	Contact	Phone#

Contractor Supervisory Personnel

The Contractor states that the following supervisory personnel shall be employed on this Contract:

Name	Position	Experience

The Proponent agrees to the following:

“The Identified Key Project Team members shall only be replaced with 7 days’ notice

APPENDIX B - TENDER FORM
GNPCC and FCPCC Grit and Screenings Hauling Services
Page 4 of 6

RESOURCES

Operators:

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

Trucks

Make	
Model	
Type	
Year	
Location	
Number of Trucks	

Make	
Model	
Type	
Year	
Location	
Number of Trucks	

Make	
Model	
Type	
Year	
Location	
Number of Trucks	

APPENDIX B - TENDER FORM

GNPCC and FCPCC Grit and Screenings Hauling Services

Page 5 of 6

Roll Off/Roll on Bins (used in contract):

Size (yard)	# Bins	Dimensions
		____ ft (width) x ____ ft (length) x ____ ft (height)
		____ ft (width) x ____ ft (length) x ____ ft (height)
		____ ft (width) x ____ ft (length) x ____ ft (height)

Sustainability

1. Describe the sustainable practices of your firm (note additional information may be provided as an attachment)

2. How do these practices apply to this contract when it comes to lowering greenhouse gas emissions?

3. Provide information on the fuel economy of the trucks used in this contract. If not available, provide a tier level for trucks used to transport biosolids in this contract (see <https://dieselnet.com/standards/us/nonroad.php>)



APPENDIX B - TENDER FORM
GNPCC and FCPCC Grit and Screenings Hauling Services
Page 6 of 6

ACCEPTANCE:

1. Pricing is in Canadian Dollars and fixed for a period of two years from the date of notification of award. Fixed pricing over the next two years (Year 3 and 4), and in the final year of the term (Year 5) will be determined based on the British Columbia Consumer Price Index (CPI), or mutual and successful negotiations between both parties confirmed in writing with internal RDN approval.
2. Pricing must be all inclusive and will include all costs to be charged to the RDN under the GNPCC and FCPCC grit and screenings hauling contract. Pricing will exclude GST and landfill tipping fees.
3. Annual pickups/shipments are estimates only for tender comparison purposes only. Actual pickups/shipments will vary either more or less on an annual basis with no guarantees of any pickups/deliveries.
4. The Tender is open to acceptance for a period of sixty (60) calendar days from the date of bid closing.
5. We understand that the lowest or any Tender will not necessarily be accepted. The RDN may also elect not to proceed with the Project.
6. The RDN reserves the right to waive minor defects or irregularities in the Tender.
7. The RDN does not pay fuel surcharges.
8. Submission of this Tender implies acceptance of the existing conditions at all Sites and conditions in this Request for Tenders.
9. We have checked for all addenda prior to submitting our quotation and have incorporated these addenda into our Tender Submission.
10. 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: _____

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

Appendix C - Specifications

SCOPE OF WORK

The transportation contractor selected in this Request for Tenders 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) 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.
- 5) The contractor must ensure their drivers participate in any site safety orientations at any of the pickup and delivery sites as required.

4.2 Service Level Expectations

- 1) Pick-ups for the Screenings Bin at GNPCC (10 yard) and Combined Grit and Screenings Bin (10 yard) at FCPCC are currently scheduled 2 days per week on Tuesday and Friday between the hours of 8:30 AM and 4:30 PM. If Friday is a holiday, pickups are typically rescheduled to Thursday. The contractor will be expected to maintain this schedule.
- 2) The Grit Bin at GNPCC (12 yard) is currently collected on an on-call basis through requests by GNPCC operational personnel. Collection is typically scheduled every week and a half when the bin is full.
- 3) The removal frequency at both GNPCC and FCPCC can vary however depending on the wastewater treatment process and this could result in variations to the pick-up schedule including possible pickups requested on weekends or statutory holidays. Rates have been requested for these scenarios.

- 4) 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.
- 5) 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.
- 6) The contract is estimated to commence September 2024 at GNPCC and FCPCC.
- 7) 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.
- 8) 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 bins at GNPCC and FCPCC. Truck drivers will keep the bin rollers clean after loading.

4.3 Roll Off Bins

- 1) Roll-off Bins must be compatible with the loading facilities and equipment 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 used to collect Screenings from GNPCC and combined Screenings and Grit at FCPCC 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) Bins used to collect Grit from GNPCC must have dimensions of 12 ft (length) x 8ft (width) x 4 ft (height). Bins must transport at least 12 yards of material.
- 4) Roll off 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.
- 5) The contractor will supply and maintain the Roll Off bins, trucks, bin lids, and other equipment used to provide service over the contract.

Inspection:

The RDN can perform regular inspections during the contract to ensure the scope requirements are being met. If scope requirements are not being met, the RDN will notify the Contractor. The Contractor must ensure deficiencies are remedied within 30 days of this notification.

Environmental Management System:

The Contractor must meet requirements of 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 Tenderer. This package can be found on the following webpage: <http://www.rdn.bc.ca/cms/wpattachments/wpID1133atID8478.pdf>

General Requirements:

The work must be completed in accordance with all applicable federal, provincial, and municipal and local government laws, bylaws, regulations, codes, and standards.

The Contractor is responsible for the overall management and administration for transport and delivery of the product. Management must include the provision of competent management and administrative staff, appropriate liability insurance, permits, financing and other functions related to the contract administration.

The Contractor is responsible for cleaning up any spills in transport, when loading and unloading grit and screenings in transport. The Contractor must meet all requirements of the *BC Spill Reporting Regulation* in the event of a spill. The Contractor must also notify FCPCC's or GNPCC's Chief Operator in the event of any spills depending on the location of the spill.

The Contractor will also comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* and the Contractor represents and warrants to the Regional District that it follows all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Contractor must also always comply with all site-specific safety and personal protective equipment (PPE) requirement.

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

THIS CONTRACT dated for reference the day of , 2024

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).

“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 5 year Term. Fixed pricing is required over the first 2 years of the term. Fixed pricing for Year 3 and 4, and in Year 5 will be based on the British Columbia Consumer Price Index (CPI), or mutual and successful negotiations and internal approval by both parties confirmed in writing following internal RDN approval.

On completion of the Term, the contract will continue on a month-to-month basis at the current pricing and terms and conditions until either party provides the other with 30 calendar days' cancellation notice.

4 Suspension of Work/Termination

4.1 Without Cause

This Contract shall automatically terminate upon expiration of the Term. Upon completion of the Term the contract will continue a month-to-month basis at the current pricing and terms and conditions until either party provides the other with 30 calendar days' cancellation notice.

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.

The RDN may elect to terminate the Contract with 30 days' notice should mutual agreement for the following period of fixed pricing not be obtained between both parties.

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. Unknown sub-contractor or assignment of Work to others.
- iv. Default or arrears standing at WorkSafe BC.
- v. Expired insurance as required in this Contract.

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 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 to financeap@rdn.bc.ca and rcu@rdn.bc.ca.

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, pandemic, epidemic, 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 it is 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 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 are outlined in **Appendix C – Specifications in Request for Tenders No 24-041 GNPCC and FCPCC Grit and Screening Hauling Services.**

For reference, these requirements are attached as Appendix Four.

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.

SIGNED AND DELIVERED on behalf of
the Contractor.

by its Authorized signatory

by its Authorized signatory

Name:

Name:

Title:

Title:

Name:

Title:

APPENDIX ONE – CONTRACT TERM

Commencement and Termination Dates

This Contract will be for a 5-year Term anticipated to be from **September 2, 2024 to September 1, 2029**. Fixed pricing is required over the first 2 years of the term. Pricing for the following 2 years of the term (year 3 and 4) and for year 5 will be based on the British Columbia Consumer Price Index (CPI), or mutual and successful negotiations and internal approval by both parties confirmed in writing following internal RDN approval.

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

Appendix “B” – Tender Form, Request for Tenders No 24-041 GNPCC and FCPCC Grit and Screenings Hauling Services 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	Craig Hoover	Chief Operator (GNPCC)	choover@rdn.bc.ca	250-758-1157	
FCPCC Contact	Ian Lundman	Chief Operator (FCPCC)	ilundman@rdn.bc.ca	250-248-5794 (ext. 6312)	

CONTRACTOR CONTACTS

Project Role	Name	Job Title	Email	Office	Mobile

APPENDIX FOUR -- PROJECT SPECIFIC TERMS AND CONDITIONS

Project Specific Terms are identified in **Appendix C – Specifications** in **24-041 GNPCC and FCPCC Grit and Screenings Hauling Services** (attached for reference)