



REQUEST FOR PROPOSALS No. 26-020

**French Creek Pollution Control Centre
Biosolids Management Program**

ISSUED: May 13, 2026

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 p.m. (15:00 hrs) Local Time on June 24, 2026

Submissions and questions shall be directed to:
Melissa Tomlinson, Wastewater Program Coordinator – Communications;
mtomlinson@rdn.bc.ca

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

Proposals will not be opened in public

1) Instructions to Proponents

1.1 Closing Date/Time

Submissions must be received on or before 3:00 p.m. (15:00 hrs) Local Time, on June 24, 2026.

1.2 Submission Method

Submissions must be made:

- By Email to this electronic address: mtomlinson@rdn.bc.ca.
- In PDF format with “26-020 French Creek Pollution Control Centre Biosolids Management Program” as the subject line.

Please note: Maximum email file size limit is 20 MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

1.3 Amendment to Proposals

Proposals may be amended in writing on or before the closing and sent via email to the RDN contact person identified on the cover page. Such amendments should be signed by the Proponent’s authorized signatory.

1.4 Addenda and Questions & Answers

If the RDN determines that an amendment or questions & answers are required for this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and BC Bid (www.bcbid.gov.bc.ca/) websites. Each addendum will be incorporated into and become part of the RFP. No amendment to the RFP of any kind is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

1.5 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time on or before the closing by submitting a written withdrawal email to the RDN contact person identified on the cover page.

1.6 Unsuccessful Vendors

The RDN will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

1.7 Non-mandatory Site Meeting

A non-mandatory site meeting at the French Creek Pollution Control Centre, 957 Lee Road, Parksville, BC, to view the biosolids and the collection bin area may be arranged upon request. Requests must be made in advance by email to mtomlinson@rdn.bc.ca by 3:00 PM (15:00 hrs) Pacific Time on June 2, 2026.

2) Introduction

The purpose of this Request for Proposals (RFP) is to solicit submissions from experienced and qualified firms to manage Class A biosolids produced by the French Creek Pollution Control Centre (FCPCC) in a Beneficial Use Program. The Scope of Services is detailed in Section 4.

3) Background

FCPCC, located at 957 Lee Road, Parksville, British Columbia, currently provides wastewater treatment for about 30,000 people and businesses in the Town of Qualicum Beach, the City of Parksville and surrounding areas. FCPCC also treats trucked waste from rural homes with septic systems and holding tanks as well as sludge trucked from the Nanoose Bay Pollution Control Centre.

FCPCC currently provides secondary treatment using the trickling filter/solids contact process. Biosolids are produced using autothermal thermophilic aerobic digestion (ATAD) sludge digesters and a centrifuge for dewatering. The facility is currently under construction to complete an expansion and technology upgrade. New processes are expected to be commissioned in 2027. Upon commissioning, the trickling filter/solids contact process will be decommissioned and replaced with a moving bed biofilm reactor (MBBR) process that will continue to provide secondary treatment. The expansion and technology change are not expected to significantly alter the quality, characteristics, or volume of biosolids produced during treatment. Biosolids production is expected to increase relative to population growth in the service area.

In 2025, FCPCC produced 1,284 metric (wet) tonnes of Class A biosolids. On average, dewatered FCPCC biosolids are about 30% solids. Monthly biosolids production in 2025 and biosolids production trends over the last ten years are shown in Figure 1 and Figure 2 on the next page.

Biosolids quality specifications from 2025 are available in Attachment 1. Further information on biosolids sampling and results are included in the [2025 FCPCC Annual Report](#).

Figure 1. FCPC Monthly Biosolids Production in 2025

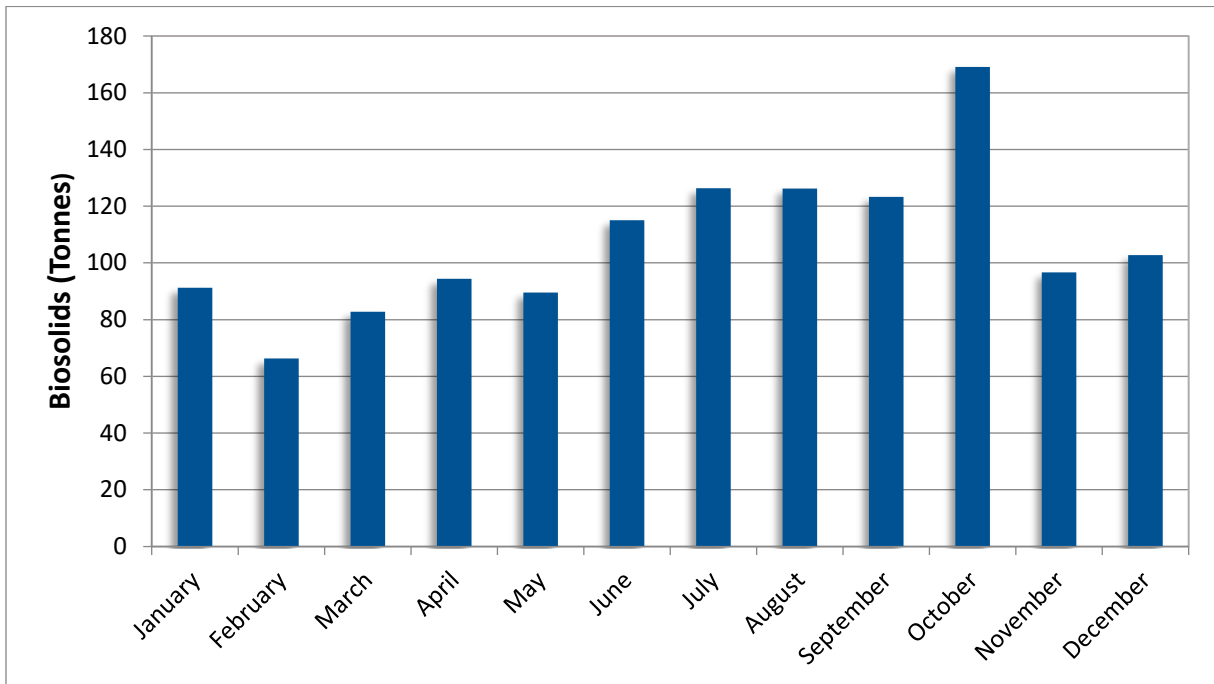
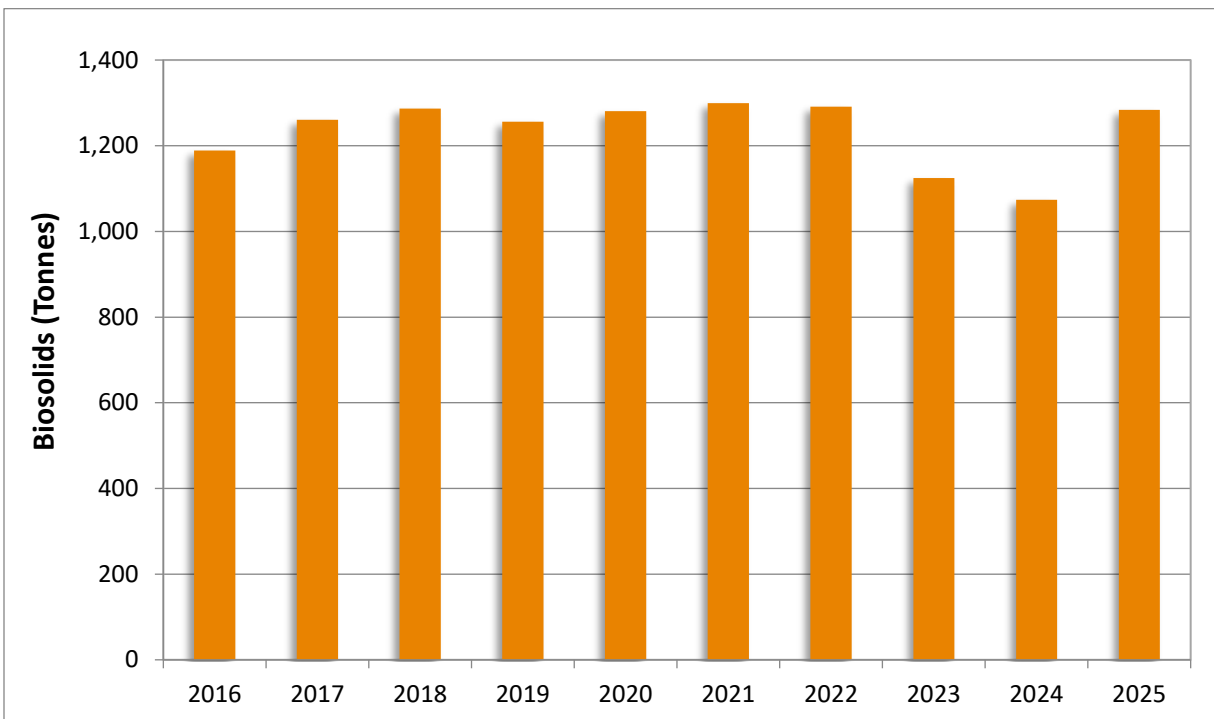


Figure 2. FCPC Biosolids Production Trends Over the Past Ten Years



FCPC can generate biosolids every day. Biosolids are collected in a 30 cubic yard roll-off bin that holds approximately 13 tonnes, or 13 m³, of biosolids. At the current biosolids production rate, bins fill about every three days. FCPC does not have the capacity to store biosolids – the biosolids management

program must be able to receive biosolids reliably. Biosolids bins are generally removed from FCPCCC from Monday to Friday, 3 to 4 days per week, between 8:30 a.m. and 4:30 p.m. Biosolids delivery may occasionally occur on weekends and Statutory holidays. The bin collection schedule can vary each week.

Biosolids are currently weighed at FCPCCC on a scale set up for use with the roll-off bins. The RDN can forward these weights to the Contractor, monthly, as a delivery record.

3.1 Current Biosolids Management Programs

The RDN is the two-time winner of the Excellence in Biosolids Award. This award recognizes significant contributions to the development and implementation of cost-effective and environmentally beneficial biosolids management practices.

Currently, RDN biosolids are managed in two beneficial use programs:

- Biosolids generated at the Greater Nanaimo Pollution Control Centre are managed in a Forest Fertilization Program. Through this program, biosolids are applied to nutrient-poor timberland to improve tree growth.
- Biosolids generated at FCPCCC are managed in a Soil Fabrication Program where biosolids are blended with other feedstocks to produce a commercial-grade soil medium or a final cover product used in landfill reclamation.

3.2 Liquid Waste Management Plan

The RDN has a Liquid Waste Management Plan (LWMP) that was approved by the Province in 2014. The LWMP covers several topics, including Biosolids Management. A request to amend the LWMP was submitted in December 2023 and the RDN is waiting for a decision on this request.

Through the Liquid Waste Management Plan Amendment process in 2023, the RDN renewed its commitment to the beneficial use of biosolids. The plan also supports the continuation of the existing biosolids management programs if they remain viable. More information on the LWMP Amendment is available on the [Get Involved RDN](#) page.

4) Scope of Services

The scope of services includes the management of FCPCCC Class A biosolids in a Beneficial Use Program. The Scope of Work includes the services and responsibilities listed in this section, and all set up fees, professional fees, labour, equipment, and materials necessary to complete the Beneficial Use Program for the term of the contract.

4.1 Beneficial Use Program

For the purpose of this RFP, a Beneficial Use Program:

- Will meet all applicable regulatory requirements including those in the BC Organic Matter Recycling Regulation.
- Will beneficially use the nutrient, organic content and/or energy potential of the biosolids.
- Should be located reasonably close to FCPCCC to minimize the cost of transportation and greenhouse gas emissions.
- Must adhere to all applicable safety and quality standards.
- Will not combine RDN biosolids with biosolids from another generator for the duration of the contract and its potential extensions. Furthermore, if the beneficial use program involves land application, the application site shall be solely dedicated to the management of RDN biosolids.

Any proposed change to the beneficial use must be approved in advance by the RDN.

4.2 Term

The term of the Contract will be for five years, starting January 1, 2027, with an option for RDN to extend the Contract for two additional five-year terms. The RDN shall not incur any liability should it choose not to exercise its exclusive option to renew the Contract.

4.3 Capacity

The proposed Beneficial Use Program must be able to reliably receive biosolids starting on January 1, 2027, based on the general delivery timelines outlined in Section 3, and manage the entire production of FCPCCC biosolids for the term of the Contract.

While the intent of the program is to manage all of the biosolids produced by FCPCCC during the contract, the RDN reserves the right to divert its biosolids to different management opportunities outside of this contract, while reserving the majority of the biosolids for the management program selected through this RFP process.

4.4 Temporary Storage

The Contractor is responsible for the temporary storage of biosolids at the management site prior to their beneficial use. Temporary storage must meet requirements in the Organic Matter Recycling Regulation.

4.5 Contingency Plan

The scope of services includes a Contingency Plan to manage biosolids in the event that the primary Beneficial Use Program is not able to receive biosolids or operate. Contingency plans may include temporary storage or another biosolids management program that is pre-approved by the RDN. For certainty, the Contingency Plan must meet all applicable regulatory requirements.

If the both the primary Beneficial Use Program and the Contingency Plan are not accessible or available for any reason, the Contractor will be responsible for covering costs of disposal at the Regional Landfill at 1105 Cedar Road.

In the rare event that RDN biosolids do not meet Class A quality standards, the biosolids must be delivered to the RDN Regional Landfill or another site approved by the RDN. Costs to transport and dispose of the material would be the responsibility of the RDN in this event.

4.6 Regulatory Compliance

The Beneficial Use Program must comply with all the requirements in the Organic Matter Recycling Regulation. This includes completing a Land Application Plan, if one is required, and all necessary notifications. In addition, the work must also be completed in accordance with all other applicable federal, provincial, and local government enactments and standards.

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 when performing the Services. The Contractor represents and warrants to the RDN 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) requirements.

4.7 Qualified Professional Services

The scope of services includes Qualified Professional services, as defined and required by the Organic Matter Recycling Regulation. Qualified Professional services may be provided in-house or contracted to a sub-consultant.

4.8 Monitoring and Sampling

As part of the Qualified Professional Services, the Contractor will develop a sampling and monitoring program, and conduct all necessary testing, to measure the impact of the biosolids management program on the receiving environment and to confirm that regulatory requirements are met.

4.9 Meetings and Reporting

The scope of work includes:

- A kick-off meeting, held in person.
- Written updates of the Beneficial Use Program activities, submitted quarterly to the RDN.
- An annual meeting that will be held virtually or in person. The meeting will discuss progress, concerns, the results of the monitoring program, and plans for the following years' activities.
- An annual report that will:
 - summarize the prior year's Beneficial Use Program activities;

- state the program's compliance with the Organic Matter Recycling Regulation;
- include a statement of the impact of the biosolids management program on the receiving environment;
- be signed by a Qualified Professional; and
- be due in final form by February 15th of each year, starting in 2028.

4.10 Safety Plan

The successful proponent will supply a Safety Plan subject to review and acceptance by the RDN.

4.11 Communication Plan

The Contractor will develop and implement a Communications Plan, to outline communication protocol with the RDN, to manage media inquiries; public relations; and First Nations engagement opportunities. The Communications Plan and its updates must be approved by the RDN.

4.12 Odour Management Plan

The Contractor will develop and implement an Odour Management Plan that identifies the management of any odours generated during the Beneficial Use Program. The plan and its updates must be approved by the RDN.

4.13 Spills

The Contractor must immediately notify the RDN of spills of RDN biosolids or another reportable substance related to the biosolids management program. The Contractor must also report major spills to Emergency Management British Columbia and follow all the requirements. Clean-up of these spills is the financial responsibility of the Contractor.

4.14 RDN Site Tours and Inspections

The Contractor will accommodate the RDN's requests for two site tours per year. Requests for a site tour will be given a minimum of two weeks in advance.

The Contractor will accommodate the RDN's requests for inspections of the Beneficial Use Program. Except in the case of emergency, notification of an inspection will be given a minimum of one week in advance so the Contractor's representatives can arrange to be present.

4.15 Invoicing and Payment

The quantity of managed biosolids will be measured according to the procedure FC-OP-12.0, in Attachment 2. Invoices will be provided monthly. Services will be paid in two components, based on the agreed upon per tonne rate, provided the conditions for each component are met:

- 1) 50% after biosolids are received at the management site (“Delivered Component”); and
- 2) 50% after a Qualified Professional confirms that biosolids have been beneficially used (“Use Component”).

If biosolids are delivered but a confirmation of their beneficial use is not provided with the invoice, the Contractor may charge the RDN for the Delivered Component but must not charge the RDN for the Use Component and, if charged, the RDN has no obligation to pay for the Use Component on that invoice. For clarity, the Contractor may provide services for the Delivered Component and the Use Component in different months and invoice the RDN accordingly.

Beneficial use confirmation acceptable to the RDN includes a written statement signed by a Qualified Professional that identifies, at minimum:

- a) The quantity of FCPC Class A Biosolids managed;
- b) That the quantity listed in item a) above was managed with a beneficial use; and
- c) All regulatory requirements were met for items a) and b).

4.16 Environmental Management System

The Contractor must comply with environmental requirements of the RDN Wastewater Services Environmental Management System, which is certified to the ISO 14001:2015 standard. These requirements are specified in the department’s Contractor-Supplier Package, available on the RDN website at: rdn.bc.ca/wastewater-contractor-supplier, and must be signed by the successful Proponent.

4.17 Prime Contractor

If the Beneficial Use Program creates a multi-employer work site and the Contractor is designated as the Prime Contractor, the Contractor shall fulfill the Prime Contractor responsibilities as per the *Workers Compensation Act* and Occupational Health and Safety Regulations.

4.18 Transportation Services

Transportation services are included in the Scope of Work for the RFP but may be deleted from the contract or awarded under a separate contract. Transportation services specifications are included as Attachment 3 and include the transport of biosolids in the 30 cubic yard roll-off bins from FCPC to the biosolids management site.

If transportation services are included in the Contract, the Contractor shall not discontinue or suspend transportation services during the Contract term without the prior written consent of the RDN. Additionally, the Contractor must provide the RDN at least 60 days’ advance of a substitution of transportation firms.

If transportation services are included in the Contract, and the transporter fails to remove the biosolids and, the RDN determines that there is a risk to the continuity of FCPC operations as a result, the RDN will be allowed to retain another firm to transport and manage biosolids. All reasonable costs associated with this action, including management and/or tipping fees, will be the responsibility of the Contractor.

5) Proposal Submission

Proposals submitted should be in enough detail for the RDN to determine the Proponent's qualifications and capabilities from the documents received. Submissions should be minimum 11-point font and not be more than thirty (30) pages in length, excluding the title page, letter of introduction, table of contents, executive summary, resumes, and appendices.

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, it should be structured as follows:

Title Page

- Showing the closing date and time, Proponent name, address, and contact persons.

Letter of Introduction

- One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of the Proponent, indicating agreement by the Proponent to statements made in their RFP, and to the RFP Terms and Conditions.

Table of Contents

- Include page numbers.

Executive Summary

Section 1: Proponent's Profile, Experience, and Qualifications

- Provide a company profile, office location, history, and areas of expertise.
- Describe the company's commitment to safety and include relevant supporting details.
- Describe the firm's experience with programs of similar size and nature.
- Identify the Qualified Professional assigned to the program and their experience managing biosolids according to the Organic Matter Recycling Regulation.
- Briefly describe key personnel and their proposed duties and responsibilities in the Beneficial Use Program and their experience with similar programs.
- List of all subcontractors and subconsultants, including their roles, expertise, qualifications, and experience managing biosolids in beneficial use programs.
- Include an appendix that provides the CV/resume of the Project Manager, key project team members, subconsultants and subcontractors.
- Demonstrate that your firm has the capacity to complete this project within the scope and timelines outlined.
- Describe your firm's experience responding to inquiries about biosolids management.
- Describe your firm's experience with local regulatory agencies.

- Briefly summarize your firm's commitment and approach to environmental and safety standards and list any certifications held in this regard.
- Include a statement of your firm's approach to advancing equity and sustainability and list any certifications held in this regard.

Section 2: Beneficial Use Program

Proposals shall explain how the proposed program meets the Section 4.1 definition of a Beneficial Use Program. Proposals shall also:

- Describe the proposed Beneficial Use Program and Contingency Plan, how they will meet all applicable regulatory requirements, and how they will contribute to the sustainable management of RDN biosolids.
- Confirm that the Beneficial Use Program and Contingency Plan will not combine RDN biosolids with biosolids from another generator at any stage of the management process.
- Provide the location of the Beneficial Use Program and the Contingency Plan site:
 - Describe the land use of the site and the surrounding land within 5 km of the site.
 - Describe the distance and access to the biosolids delivery area
 - If by vehicle, include both paved and gravel distances from 957 Lee Road, Parksville, British Columbia.
 - If off-island transportation is proposed, describe the potential ferry or barge routes, and measures to ensure biosolids deliveries are uninterrupted.
- Describe the ownership or lease details of the property where the Beneficial Use Program and the Contingency Plan site are located. If the Proponent does not own the property, the Proposal should include a letter from the landowner to demonstrate the consent and commitment towards the Beneficial Use Program over the term of the contract.
- Describe the ability of the biosolids management site to consistently and reliably receive biosolids, with uninterrupted service, based on the general delivery windows mentioned in Section 3.
- Explain how the management program will meet the biosolids storage requirements of the Organic Matter Recycling Regulation.
- Describe how potential odours will be mitigated throughout the Beneficial Use Program.
- Describe scenarios, if any, where the contingency site will be used during routine operations.
- Describe the ability of the Beneficial Use Program to manage the entire production of FCPC biosolids for the term of the Contract and the potential extension terms.
- Lay out the plan, including timelines and key milestones, to accomplish the scope of work.
- Include a description of the monitoring plan to measure the impact of the biosolids management program on the receiving environment.

- Identify challenges in the scope of work in Section 4 and advise on a strategy to minimize those challenges.
- Describe how your firm will monitor the project progression and provide regular status reports.
- Describe and propose alterations and/or variations to the scope of work in Section 4 that will add value to the program.
- Describe how the collection of biosolids is compatible with FCPC facilities, as listed in Section 3.
- Describe if biosolids will be used as a fertilizer or soil supplement in a manner that would be regulated under the Fertilizers Act and Regulations.

Section 3: Rates

Proponents must provide their rates according to Attachment 4.

6) Proposal Evaluation

The evaluation team, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

- Proposals will be evaluated on the following basis:
 - 60% Technical as per Section 5 above.
 - 40% Financial, based on the Proponent's proposed rates.
 - the proposal with the lowest total fixed fee will receive 40 points. Other proposals will receive reduced scores based on the proportion higher than the lowest price (i.e., $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$).
- The RDN may evaluate proposals on a comparative basis by comparing one Proponent's proposal to another Proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or irregular or contains any financial or commercial terms that are unacceptable to the RDN.
- The evaluation team may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated Proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.
- The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation team may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and

conduct any background investigation, request and follow up with references, and/or seek any additional information it considers necessary.

7) Proposed Purchase Contract

The RDN's preferred form of Contract is attached in Attachment 5. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

8) General Conditions

9.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

9.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

9.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion to cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

9.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

9.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

9.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- a) any other contract for works or services; or
- b) any matter arising from the RDN's exercise of its powers, duties, or functions under the *Local Government Act*, *Community Charter* or another enactment within five years of the date of this Call for Proposals.

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

9.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

9.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

9.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

Attachment 1

FCPCC 2025 Biosolids Quality Specifications

FCPCC Biosolids				
Parameter	Unit	16-Jan-25	14-Jul-25	Average
Total Solids	%	31.6	27.8	29.7
Volatile Solids	%	75.5	77.7	76.6
Moisture	%	68	72	70
Total Kjeldahl Nitrogen	% dry wt.	7.20	3.70	5.45
Arsenic (Total)	µg/g	2.26	2.47	2.37
Cadmium (Total)	µg/g	1.69	1.88	1.79
Chromium (Total)	µg/g	38.1	30.6	34.4
Cobalt (Total)	µg/g	2.75	2.26	2.51
Copper (Total)	µg/g	797	696	747
Iron (Total)	µg/g	30,600	28,800	29,700
Lead (Total)	µg/g	15.7	18.6	17.2
Mercury (Total)	µg/g	0.92	1.21	1.06
Molybdenum (Total)	µg/g	3.75	6.04	4.90
Nickel (Total)	µg/g	13.7	11.6	12.7
Phosphorus (Total)	µg/g	21,600	17,400	19,500
Potassium (Total)	µg/g	889	863	876
Selenium (Total)	µg/g	4.75	5.17	4.96
Zinc (Total)	µg/g	1,370	1,480	1,430

FCPCC Biosolids	
Parameter	Fecal Coliforms
Unit	MPN / g dry
8-Jan-25	<8.0
17-Mar-25	<8.7
7-Apr-25	<6.9
20-May-25	<7.4
14-Jul-25	<5.6
19-Aug-25	<4.7
23-Sep-25	<6.3
14-Oct-25	<6.3
1-Dec-25	7.4
Geometric Mean	<6.5

Attachment 2

FC-OP-12.0: FCPCCC Documentation of Dewatered Biosolids Weights

Document #:	FC-OP-12.0
Revision #:	6
Effective Date:	16 June 2020

FC-OP-12.0 FCPCC Documentation of Dewatered Biosolids Weight

1.0 PURPOSE

- 1.1 To record the weight of the biosolids dewatered at FCPCC, as recorded by the weigh scale.

2.0 RESPONSIBILITY

- 2.1 It is the responsibility of the Chief Operator to provide and update these procedures to staff members at FCPCC.
- 2.2 It is the responsibility of the staff to read, understand and implement these procedures.

3.0 PROCEDURES

- 3.1 At the renewal of the contract, the trucks and empty bins used for the transportation of the biosolids are weighed a number of times so an average truck and bin weight can be ascertained. The average weight is entered into the Excel spread sheet formula for determination of biosolids quantity.
- 3.1.1 Truck removes full bin from hopper room and replaces it with empty bin.
- 3.1.2 The driver weighs full bin and truck and enters date and truck # onto load slip.
- 3.2 The operator goes to the Dewatering Building Control Room, and enters the total weight into excel to extrapolate the biosolids mass. The biosolids mass is transcribed onto the load slip and total sludge slip. The load slip and total sludge slip are stapled together and given to the lab operator.
- 3.3 The lab operator enters the weight of centrifuged and hauled biosolids and number of bins hauled into WaterTrax. NOTE: No rounding of values.

4.0 ATTACHMENTS

Attachment 3

Transportation Services Specifications

FCPCC BIOSOLIDS TRANSPORTATION SPECIFICATIONS

SCOPE OF WORK

The Proponent that is awarded this contract and/or their biosolids transportation subcontractor (the “**Transporter**”) will be responsible for meeting the following general requirements and service level expectations:

1.1 General

- 1) Overall management and administration of the hauling of biosolids to the biosolids management program. 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 Transporter shall perform the work on an as-required basis, according to the requirements of the RDN. RDN wastewater treatment plant operators at the Pollution Control Centres will schedule biosolids pick-ups either on the same day or the previous day. The Proponent shall do everything necessary to perform the work to the satisfaction of the RDN.
- 3) The Transporter shall be responsible for inspecting, or otherwise satisfying itself about, the road conditions along the route(s). The Contractor should be prepared for winter road conditions and use chains or other traction aids as required. The Contractor shall be responsible for all costs associated with freeing its trucks should they be immobilized.
- 4) The Transporter will be responsible for completely emptying biosolids from their bins at the designated delivery locations. If there are tarps placed on the stockpiles, biosolids must not be deposited on top of the tarps.
- 5) The Transporter must comply with all federal, provincial, and local government regulatory requirements including BC Ministry of Transportation and Infrastructure requirements and occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in performance of the Services. The Transporter must also always comply with all site-specific safety and personal protective equipment (PPE) requirements.
- 6) Roll-Off Bins must be capable of holding at least 13 metric tonnes of biosolids (approximately equivalent to 13 m³). The average biosolids haul will be approximately 10 metric tonnes (10 m³). The transporter will supply and maintain the bins that would be placed in the loading facilities at FCPCC during the contract. Roll-off/Roll-on Bins must be compatible with the facilities at FCPCC.
- 7) Roll-off Bins used in the contract must be the same size to facilitate loading and the bin weighing process.
- 8) The Transporter must ensure their drivers participate in any site safety orientations at any of the pickup and delivery sites as required.

- 9) The Transporter will read, understand, and comply with the most current version of the RDN's Spill Reporting Procedures for Biosolids Haulers procedures, and ensure all employees and approved subcontractors working under this Contract read, understand, and comply with the Spill Reporting Procedures for Biosolids Haulers procedures (Attachment 2).

1.2 Service Level Expectations

- 1) Deliveries from FCPC are typically every two to three days typically between Monday to Friday. There will be occasional work on Sunday and on statutory holidays.
- 2) The transporter will invoice the RDN monthly on the first working day of the month. Payments will be a net 30-day basis from receipt of invoice.
- 3) The Transporter will do everything necessary to arrive at the treatment plant at the agreed upon time. Should a pickup schedule change be required, the Proponent will notify the Pollution Control Centre staff 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.
- 4) Truck drivers will work in cooperation with RDN wastewater treatment plant operators and will follow established procedures to measure the weight of biosolids placed in their bins at the Pollution Control Centres. Truck drivers will keep the bin rollers clean after loading. Attachment 3 contains the current procedures for measuring biosolids weight at FCPC.
- 5) Transporters must transport biosolids in a manner to prevent biosolids or liquids from leaving their bins during transport and to prevent exposure of biosolids to the public. Biosolids loads must be tarped. The transporter must immediately notify the RDN of any spills or tracking of biosolids outside of the stockpiles. Transporters are responsible for cleaning up any spills of biosolids or tracking of biosolids on the ground immediately.
- 6) The Transporter will also select transportation routes that minimize the impact to the public from the odour of biosolids.
- 7) The Transporter will notify RDN representative if physical changes in biosolids quality are observed (i.e. tackiness or stickiness) to allow the RDN to keep records of biosolids consistency. The transporter will also notify the Regional District on the status of stockpiles, gate vandalism, and any other significant events.
- 8) The Transporter's drivers will be required to attend any on-site contractor safety orientation required for the delivery site. The Transporter must also follow all necessary site locking and securement protocols.
- 9) The Transporter's drivers will follow all delivery location requirements.

Attachment 4

Rate Sheet

Rate Terms and Conditions:

These Terms and Conditions apply to the Scope of Work:

- a) Unit rates and fees are in Canadian Dollars, before GST.
- b) Unit rates and fees will remain in place until the completion of the initial 5-year term.
- c) Rates must reflect the biosolids production volume trends identified in Section 3.
- d) Rates quoted by the Proponent must be all inclusive and include all costs associated with setting up the site and implementing the scope of work.
- e) The Proponent understands that each invoice will be paid in two components, the Delivered Component and the Use Component, as mentioned in Section 4.14.
- f) The RDN shall not pay fuel surcharges.

Scope of Work

The proposed rates for the Scope of Work must be proposed based on a dollar amount per wet tonne and shall be separated into fees for Transportation Services and a Management Fee for the remaining services.

Year	Transportation Services (\$/tonne)	Management Fee (\$/tonne)	TOTAL COST
Year 1 (2027)			
Year 2 (2028)			
Year 3 (2029)			
Year 4 (2030)			
Year 5 (2031)			

Attachment 5

Sample Contract for Services



REGIONAL DISTRICT OF NANAIMO
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided. At the conclusion of the term, this agreement will continue on a month-to-month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) calendar days' written termination notice.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.
- b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$5,000,000.
- c) Contractor is responsible for any other insurance required to protect their interests.
- d) The cost of any insurance and deductibles is the responsibility of the Contractor.

8. WorkSafe BC Coverage & Prime Contractor Designation

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

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

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff. The Regional District will be under no further obligation to the

Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default. Either party may terminate this agreement by providing sixty (60) calendar days' written notice to the other party.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC., unless otherwise agreed.

14. Governing Law

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

15. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather

conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

16. Amendment

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

17. Judge of Work and Materials

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

18. CSA Seal or Provincial Certificate Approval

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2021) as adopted and amended by the Province of British Columbia (hereinafter referred to as the “Electrical Code”), as amended from time to time.

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

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

19. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

20. Warranty and Guarantee

The work shall be warranted to be free of defects and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance. On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

The REGIONAL DISTRICT is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contract, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

21. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

22. Site Inspection

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

23. Use of Premises

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

24. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

25. Change Orders

If for any reason it may become desirable during the course of the work to change the alignment, dimensions, or design, or to add to or to omit portions thereof, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

The adjustment for the Contract Price shall not exceed the actual cost of the Contractor's work for the change in the Work, plus an allowance for overhead and profit as follows:

- .1 For Contractor, for overhead and profit, 10% of the actual cost of the Contractor's work;
- .2 For Contractor, for overhead and profit, 10% of the amount for Subcontractor's work, being the actual cost of the Subcontractor's work plus the amount determined as set out in .3 below;
- .3 For Subcontractor, for overhead and profit, 10% of the actual cost of the Subcontractor's work."

If a change in the Work results in a net decrease in the Contract Price, the amount of the credit shall be the net cost, without deduction for overhead and profit. When both additions and deletions covering related work or substitutions are involved in a change in the Work, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the Work."

26. CONFIDENTIALITY AND PRIVACY

26.1 Confidentiality

The Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of, relating to or arising out of the performance of the Services and this Contract (the "**Confidential Information**") and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Contractor may disclose the Confidential Information:

- (a) with the prior written consent of RDN;
- (b) in strict confidence to the Contractor's professional advisors;
- (c) to Subcontractors who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and
- (d) as otherwise required by law or permitted by this Contract.

The Contractor will require all Personnel and Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found herein.

26.2 Exceptions to Confidentiality Obligations

The obligations of confidentiality will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- (b) information that the Contractor already possessed independently before commencing the Services;
- (c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

26.3 Collection or Use of Confidential Information

Except with the prior written consent of the RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information to advance the commercial or other interests of the Contractor or any Subcontractor or any entity affiliated with the Contractor or any Subcontractor.

26.4 Privacy

The Contractor acknowledges that the RDN is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended (“FOIPPA”), and accordingly, any documents, information and data submitted to RDN by the Contractor under this Contract, as well as any resultant studies, documents, information, and data received by the RDN may be disclosed under FOIPPA. The Contractor will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

26.5 Publicity

The Contractor will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Contractor will refer all media inquiries relating to the Services or the Contract to the RDN.

27. Competency and Qualifications

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

28. Utility Location

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

29. Builder’s Lien

The Contractor shall, at its own expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished with respect to the lands comprising the work site or the work which may be registered against or otherwise affect the lands or the work, except liens properly filed by the Contractor on its own behalf, to be paid, satisfied, released or vacated forthwith after the REGIONAL DISTRICT has sent written notice of any claim for any such lien. In the event of a bona fide dispute regarding the validity or correctness of any claim for such lien, the Contractor shall be entitled to defend against a claim for such lien in any proceedings brought in respect thereof after first paying into court the amount claimed plus any interest payable, or providing sufficient security therefor and such cost

as the court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other reasonable security in respect of such claims as the REGIONAL DISTRICT may in writing approve. Upon receiving satisfactory security for any costs and an indemnity in writing from the Contractor, the REGIONAL DISTRICT may authorize the Contractor to apply to the court in the name of the REGIONAL DISTRICT to have any lien removed upon payment into court or deposit in court of satisfactory security therefor.

SAMPLE

SIGNATURES

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

For the Regional District of Nanaimo:

Signature

Printed Name

For the Contractor:

Signature

Printed Name

SAMPLE

SCHEDULE "A"

SCOPE OF WORK

“Contract Documents” consist of the following documents which copies are attached to this Agreement:

- (1) This duly executed Agreement
- (2) The duly executed Tender Form
- (3) All Addenda
- (4) Drawings
- (5) Written Specifications
- (6) The Tender Documents
- (7) Other relevant documents.

SCHEDULE "B"

CONTRACT PRICE

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

- (a) Up to the Tender Price of \$ _____ and;
- (b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract including GST.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.