



REQUEST FOR TENDERS

CHURCH ROAD TRANSFER STATION (CRTS) HAULING MUNICIPAL SOLID WASTE, FOOD WASTE AND YARD AND GARDEN WASTE

ISSUED: March 12, 2018

CLOSING DATE AND TIME:

Tenders must be received at the Closing Location prior to:
4:00 PM (16:00 hrs) Pacific Time on March 26, 2018

Regional District of Nanaimo (RDN) Contact for Questions:

Ben Routledge, Superintendent Scale and Transfer Service

Telephone: (250) 722-2044, Ext. 3225

Email: broutledge@rdn.bc.ca

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

Optional Site Visits:

Optional site visits will be held on March 19, 2018 at 9:00 am starting at the Church Road Transfer Station, 860 Church Road, Parksville, BC. The tour will then go onto the RDN Landfill, 1105 Cedar Road in Nanaimo and then to Nanaimo Organic Waste facility, 981 Maughan Road in Nanaimo. Interested parties will have the opportunity to view the sites and ask any questions. All persons in attendance must bring their own personal protection equipment (hard hat, steel toe footwear & high visibility vest).



Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender prior to the closing time of 4:00 PM (16:00 hrs), Pacific Time, March 26, 2018 as follows:

By hand/courier delivery only: One (1) copy of the Tender Form enclosed and sealed in an envelope clearly marked: **"Church Road Transfer Station Hauling Services"** delivered to the:

Regional District of Nanaimo
Regional Landfill
1105 Cedar Road
Nanaimo, B.C.
V9X 1K9

Tenders **will not** be opened in Public. Tenders received by email or facsimile will not be accepted.

ARTICLE 2. Examine Documents

The Tenderer must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the designated RDN contact person 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 shall affect or modify any of the terms or obligations herein stated, or deemed to be any representation of warranty.

Article 3. Addenda

If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN Website and the BC Bid website. 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 Proponent to check and ensure any and all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price

Pricing, in Canadian dollars, shall be filled in where indicated on the Tender Form excluding any applicable taxes. Pricing should include all labour, materials, equipment, licences, permits any other costs required to perform the services in a turnkey manner. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.



ARTICLE 5. Federal Sales Taxes

GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 6. 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 7. Revisions to Tenders

Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

Multiple Revisions

Where a Tenderer submits multiple revisions to the original tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

Unclear or Ambiguous Revisions

If in the opinion of the RDN, any revision is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of Article 9, that revision will be disregarded and the original tender price, or the tender price determined by consideration of any other revisions will prevail. The RDN, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 8. Tender Withdrawal

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

ARTICLE 9. 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, in which prices are omitted or are unbalanced.
 - 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 for the project;
 - b) the RDN decides not to proceed with the project or to defer the project;
- .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 10. Award

Awards shall be made on tenders that will give the greatest value based on equipment, service and price. 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 Award to the successful Tenderer. Any award is subject to available funding and approval from the Board of the Regional District of Nanaimo.

ARTICLE 11. Form of Agreement

The draft form of agreement is included for review. A Contract is formed only when the RDN and the successful Proponent have fully executed a written Contract.

ARTICLE 12. Collusion

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

Article 13. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.



Article 14. Solicitation of Board Members

If a member of the Board or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the RDN in accordance with Section 107 of the Community Charter prior to submitting a Tender. By submitting a Tender, 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.

Article 15. Insurance Requirements

The successful Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- (a) Commercial General Liability and Property Damage \$5,000,000.00

The Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

- (b) Automobile Third Party Liability Insurance \$5,000,000.00
(Owned and non-owned)

- (c) Pollution/Environmental Impairment Liability (EIL) Insurance

\$2,000,000.00 per occurrence/\$5,000,000.00 aggregate



TECHNICAL SPECIFICATIONS

Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified transport companies for the hauling of municipal solid waste (MSW), food waste (FW) and yard and garden waste (YW) from the Church Road Transfer Station (CRTS) at 860 Church Road, Parksville, B.C. to the Regional District of Nanaimo landfill and the Nanaimo Organic Waste composting facilities in Nanaimo, BC.

The Contract is for a two (2) year term with the option for three (3) single year renewals based upon mutual written agreement between the parties.

Anticipated contract start date is July 2, 2018.

The Contractor shall provide the Services as outlined below:

- 1) The Contractor shall supply all supervision, labour, materials, tools, equipment and any incidentals necessary to carry out:
 - a) the hauling of Municipal Solid Waste directly from the Church Road Transfer Station (CRTS) to the Regional Landfill at 1105 Cedar Road, Nanaimo, B.C.; and
 - b) the hauling of Food Waste and Yard and Garden Waste to the Nanaimo Organic Waste (NOW) composting facility at 981 Maughan Road, Nanaimo, B.C.
- 2) The Contractor shall transfer Municipal Solid Waste, Food Waste and Yard and Garden Waste as required by the Regional District seven (7) days per week unless otherwise directed by Transfer Station Supervisor or Superintendent, Scale and Transfer Services.
- 3) The Contractor shall maintain national safety code carrier profile satisfactory ratings in all categories for the duration of the Contract;
- 4) When hauling waste under the Contract, the Contractor shall use 2013 model year or newer trucks that meet the 2013 standards for heavy duty diesel engine emissions under the applicable federal regulations.
- 5) The Contractor shall leave all trailers it uses for hauling waste on site. The Contractor shall ensure that the trailers are fully compatible with the top loading system used at the CRTS;
- 6) For hauling Municipal Solid Waste and Yard and Garden Waste the Contractor shall use fifty-three foot walking floor trailers equipped with a tarp system, a minimum holding capacity of twenty five tonnes. The Contractor shall ensure the trailers do not leak fluids during transport.
- 7) For hauling Food Waste, the Contractor shall use a leak-proof end dumping trailer with a rubber sealed, water tight door. To minimize spillage during the loading process the Contractor shall only use trailers that are twelve feet in overall height, twenty-six to twenty-eight feet in length with a



minimum holding capacity of twenty-five tonnes. The trailer must also be equipped with a tarp system.

- 8) The Contractor shall ensure that its operators unload trailers at the destination sites without assistance from site staff;
- 9) The Contractor shall provide overall management and administration of hauling Municipal Solid Waste from CRTS to the Regional Landfill, and Yard and Garden Waste and Food Waste from CRTS to the NOW composting facility;
- 10) The Contractor shall provide staff to coordinate with the Regional District site supervisor or designate regarding the transport of filled and emptied trailers between the CRTS and the designated sites.
- 11) The Contractor shall follow all Work Safety Regulations and site specific safety requirements applicable to the work performed at the Regional District's waste facilities and the Nanaimo Organic Waste facility. All operators will have to go through a site safety orientation at each site. Operators must provide their own PPE and wear high-visibility clothing, safety toe boots and hard hat.
- 12) The Contractor shall provide monthly fuel consumption data to the Regional District.
- 13) The Contractor shall not dispose of any special waste or hazardous waste contrary to any laws or regulations of an applicable jurisdiction.
- 14) The Contractor shall maintain trucks, trailers and equipment to a standard that ensures continued reliability so they are functional at all times.
- 15) During peak times and to provide redundancy in the event of breakdowns, a 2nd truck and operator may be required to haul loads.

Service Levels

Service level expectations and responsibilities:

Contractor

1. Truck arrives at CRTS 7 days a week
2. Truck hooks up first trailer in the staging area in preparation of scale opening at 7:15 a.m.
3. Weighs load.
4. Transports load to designated facility.
5. Unloads at designated facility as directed by site staff.
6. Immediately returns to CRTS.
7. Drops empty trailer in staging area.
8. Hooks up next load and the process is repeated until all full trailers are unloaded and empty trailers returned to CRTS.



RDN

1. Moves trailers within the CRTS facility.
2. Loads trailers at the CRTS.
3. Moves trailers to staging area for pick up within the CRTS facility.

Volume

The following data represents the monthly tonnages of various materials hauled from CRTS with the corresponding number of loads per month in 2017.

Load counts and tonnages provided are for the purposes of preparing a bid and do not in any way constitute a guarantee for number of hauls in any given year or month. Number of loads and tonnages are dependent on customer volumes at the CRTS and will fluctuate over time. Tenderers are required to provide per load pricing and the pricing will be binding regardless of increases or decreases in numbers of loads or tonnages.

Monthly Tonnage January 1, 2017 to December 31, 2017

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
FW	310	226	289	250	301	284	315	340	307	321	304	280	3,526
MSW	1,340	1,162	1,405	1,426	1,573	1,575	1,617	1,698	1,602	1,469	1,474	1,329	17,670
YW	66	58	143	205	303	229	188	137	126	168	212	88	1,922
Total	1,717	1,446	1,837	1,881	2,176	2088	2120	2,175	2034	1,957	1,989	1,697	23,118

Monthly Loads January 1, 2017 to December 31, 2017

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
FW	18	15	19	15	19	18	17	19	18	17	16	16	207
MSW	54	47	60	61	66	66	67	69	65	60	59	54	728
YW	3	3	7	9	14	11	9	7	6	8	10	4	91
Total	75	65	86	85	99	95	93	95	89	85	85	74	1,026

Resource Requirements

Tenderers must supply:

Operators:

The successful tenderer must have a pool of properly licenced and experienced operators available at all times in order to service this contract in a timely and efficient manner.

Trucks:

2013 model year or newer truck(s) that meets the 2013 standards for heavy duty diesel engine emissions. All diesel engines used by the successful Tenderer must be able to use ultra-low Sulphur fuel



pursuant to the Canadian *Environmental Protection Act*, 1999, Sulphur in Diesel Fuel Regulations (SOR/2002-254).

Trailers:

- a) For hauling Municipal Solid Waste (2) and Yard and Garden Waste (1) the successful Tenderer must provide three (3) fifty-three (53) foot walking floor trailers equipped with a tarp system, a minimum holding capacity of twenty five (25) tonnes, and must not leak fluids during transport.
- b) For hauling Food Waste, the successful Tenderer must provide a leak-proof end dumping trailer with a rubber sealed, water tight door. To minimize spillage during the loading process the Food Waste trailer must be twelve (12) feet in overall height and twenty-six (26) to twenty-eight (28) feet in length with a minimum holding capacity of twenty-five (25) tonnes. The trailer must also be equipped with a tarp system.

For the two (2) Municipal Solid Waste Trailers only, each trailer needs to be equipped with a female $\frac{1}{4}$ in quick connect coupler for an airline hose. The coupler is to be installed into the main air supply for the air bags on the trailer. The coupler will need to be mounted in the valve/gauge box on the trailer or a secure point that is easily accessible from the driver's side, approximately halfway down the trailer.

Unless otherwise indicated, the Contractor shall at his own expense, obtain all applicable permits, certificates and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and Municipal Laws, Regulations, Codes and Ordinances affecting the execution of the work.

Hours of Operation

- a) Church Road Transfer Station, 860 Church Road, Parksville, B.C.

Monday – Sunday, 7:15 a.m. – 5:00 p.m.

- b) Regional District of Nanaimo Landfill, 1105 Cedar Road, Nanaimo, BC.

Monday – Sunday, 7:15 a.m. – 5:00 p.m.

- c) Nanaimo Organic Waste, 981 Maughan Road, Nanaimo, BC.

Monday – Friday, 8:00 a.m. – 4:30 p.m.

All work should be completed within 30 minutes of the closing times.



TENDER FORM
CHURCH ROAD TRANSFER STATION (CRTS)
HAULING MUNICIPAL SOLID WASTE, FOOD WASTE AND YARD AND GARDEN WASTE
 Page 1 of 5

Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo

Having examined the Project sites, and having carefully examined all of the tender documents including Addenda _____ to _____ issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the cost to the RDN of such charges excluding GST which shall be shown separately in the Total Tender Price.

PRICING

Year 1

Commodity	Loads	Rate per Load	Total Cost
Municipal Solid Waste	728		
Food Waste	207		
Yard Waste	91		
		Total Year 1 excluding GST	



TENDER FORM
CHURCH ROAD TRANSFER STATION (CRTS)
HAULING MUNICIPAL SOLID WASTE, FOOD WASTE AND YARD AND GARDEN WASTE
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Year 2

Commodity	Loads	Rate per Load	Total Cost
Municipal Solid Waste	728		
Food Waste	207		
Yard Waste	91		
		Total Year 2 excluding GST	

Total Tender Price

Year 1 and Year 2: \$ _____

GST: \$ _____

Grand Total: \$ _____



TENDER FORM
CHURCH ROAD TRANSFER STATION (CRTS)
HAULING MUNICIPAL SOLID WASTE, FOOD WASTE AND YARD AND GARDEN WASTE
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RESOURCES

Operators:

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

Trucks

Make	
Model	
Year	
Vehicle Emissions	

Make	
Model	
Year	
Vehicle Emissions	

Make	
Model	
Year	
Vehicle Emissions	



TENDER FORM
CHURCH ROAD TRANSFER STATION (CRTS)
HAULING MUNICIPAL SOLID WASTE, FOOD WASTE AND YARD AND GARDEN WASTE
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MSW & YW Walking Floor (3 required)

Make	
Model	
Year	
Capacities	
Unloading method	

Make	
Model	
Year	
Capacities	
Unloading method	

Make	
Model	
Year	
Capacities	
Unloading method	

FW Trailer

Make	
Model	
Length	
Height	
Capacities	
Unloading method	



TENDER FORM
CHURCH ROAD TRANSFER STATION (CRTS)
HAULING MUNICIPAL SOLID WASTE, FOOD WASTE AND YARD AND GARDEN WASTE
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Preference is for the provision of a trailer for hauling food waste that minimizes its length due to tipping height restrictions at the NOW compost plant. The Tenderer shall include in its Tender bid full specifications of the trailer it intends to provide and this shall include maximum height of trailer when the box is fully lifted. Attach separate pages if necessary.

ACCEPTANCE

- .1 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.
- .2 Submission of this Bid implies acceptance of the existing conditions at all sites.
- .3 We understand that the lowest or any Bid will not necessarily be accepted.
- .4 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .5 The RDN does not pay fuel surcharges.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]

[address]

[address]

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

- A. The RDN called for tenders for the provision of hauling services for [NAME OF PROJECT] (the "**Project**"), and the Contractor in reply submitted a tender dated [DATE]. A copy of the request for tenders is attached as Schedule "C" to this Agreement, and a copy of the Contractor's tender is attached as Schedule "D" to this Agreement.
- B. The RDN has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as

described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing * and terminating on * (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Contractor's expense any insurance that the Contractor is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Contractor must provide and maintain at the Contractor's expense any insurance specifically required in Schedule "B" to this Agreement. The Contractor must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to the RDN upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;

- (j) keep proper and accurate books of account and records in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts as set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.

5.2 The Contractor will be solely responsible for invoicing the RDN ensuring to include the RDN's Purchase Order number on all invoices to assure timely payment. All invoices are subject to prior review and approval by the RDN and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing. If the RDN does not approve of the services or part of them which are the subject of the invoice, the RDN shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the RDN before the RDN shall be obliged to pay the invoice or any part of it, as the case may be..

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

6.1 The Contractor shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

7.0 TERMINATION

7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement by written notice to the Contractor.

7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.

7.3 In the event that this Agreement is terminated, the Contractor shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Contractor's default.

8.0 CONFIDENTIALITY

8.1 The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

9.0 NOTICE

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered at the time of delivery;
- (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
- (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the RDN: 6300 Hammond Bay Road

Nanaimo, BC V9T 6N2

Attention:

Email:

Fax:

if to the Contractor:

[Insert the Contractor's address for delivery here as well as email and fax contact information]

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(I), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

13.1 The legal relationship between the Contractor and the Regional District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

13.2 The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

14.0 NO ASSIGNMENT

14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit

or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

15.0 WAIVER

15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

18.0 AMENDMENT

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

19.0 CONFLICT

19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

20.0 INVALIDITY

20.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

21.0 HEADINGS

21.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

22.0 INTERPRETATION

22.1 Whenever the singular or masculine is used in this Agreement, the same shall be

deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

23.0 TIME

23.1 Time is of the essence in this Agreement.

24.0 ENUREMENT

24.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

25.0 FORCE MAJEURE

25.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption. In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the Force Majeure event last longer than 30 calendar days, the RDN may terminate this Agreement immediately by written notice to the Contractor without further liability, expense, or cost of any kind.

26.0 MEDIATION

26.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Contractor be submitted to mediation to a single mediator appointed jointly by them.

26.2 No one shall be nominated to act as a mediator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Regional District or the Contractor.

26.3 If the parties cannot agree on the choice of a mediator, each party shall select a nominee and the nominees shall jointly appoint a mediator.

26.4 The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

27.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

26.1 All documents submitted to the RDN become the property of the RDN and 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.

28.0 COUNTERPART

- 28.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

SAMPLE

IN WITNESS HEREOF the Regional District and the Contractor have executed this Agreement as of the day, month and year first above written.

REGIONAL DISTRICT OF NANAIMO, by its
authorized signatory(ies):

)
)
)
)
)
)
)
)
)
)
)

Name:

Name:

[NAME OF CONTRACTOR (corporation)], by
its authorized signatory(ies):

)
)
)
)
)
)
)
)
)
)
)

Name:

Name:

SCHEDULE "A"

A.1 SERVICES

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

A.2 FEES

- [Insert details of fees and payment schedule]

A.3 REIMBURSABLE EXPENSES

- [List all reimbursable expenses, if any.]

SCHEDULE "B"

INSURANCE

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

(a) Commercial General Liability and Property Damage \$5,000,000.00

The Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

(b) Automobile Third Party Liability Insurance
(owned and non-owned) \$5,000,000.00

(c) Pollution/Environmental Impairment Liability (EIL) Insurance
\$2,000,000.00 per occurrence/\$5,000,000.00 aggregate

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor)

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Contractor shall provide to the Regional District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.

SCHEDULE "C"
CALL FOR PROPOSALS

SCHEDULE "D"
CONSULTANT'S PROPOSAL



CRTS Hauling Contract - Fuel Tracking

(Must be provided with each invoice in order to receive payment)

P.O (Contract) Number	
Invoice #	
Vendor Name	
Date Range	
Gasoline (Liters)	
Diesel (Liters)	
Other Fuels (list) (Liters)	
Name	
Title	
Phone	
Email	
Signature	

SAMPLE