



REQUEST FOR TENDERS NO. 19-015

**CHURCH ROAD TRANSFER STATION (CRTS)
DRYWALL/GYPSUM HAULING AND DISPOSAL**

ISSUED: February 21, 2019

CLOSING DATE AND TIME:

Tenders must be received at the Closing Location prior to:
3:00 PM (15:00 hrs) Pacific Time on March 08, 2019

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

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

Optional Site Visit:

An optional site visit will be held on February 27, 2019 at 9:00 a.m. at the Church Road Transfer Station, 860 Church Road, Parksville, BC to view the site 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 on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, March 08, 2019 as follows:

By hand/courier delivery only: One (1) copy of the Tender Form enclosed and sealed in an envelope clearly marked: "19-015 Church Road Transfer Station Hauling Services" delivered to the:

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

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 (www.rdn.bc.ca) and the BC Bid website (www.bcbid.gov.bc.ca). Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the 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 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 at the closing location 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 and when the RDN issues a purchase order to the successful Proponent.



TECHNICAL SPECIFICATIONS

Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified companies for the hauling and disposal of Drywall/Gypsum originating from the Church Road Transfer Station (CRTS) at 860 Church Road, Parksville, B.C.

The Contract is for a two (2) year term with the option for one (1) two-year renewal based upon mutual written agreement between the parties.

Anticipated contract start date is April 1, 2019.

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 Drywall/Gypsum from the Church Road Transfer Station (CRTS)
 - b) The disposal of Drywall/Gypsum hauled from the Church Road Transfer Station (CRTS)
- 2) The Contractor shall haul and dispose of Drywall/Gypsum Monday to Friday as required.
- 3) The Contractor will be notified via phone of loads requiring hauling and disposal.
- 4) The Contractor shall maintain national safety code carrier profile satisfactory ratings in all categories for the duration of the Contract;
- 5) The Contractor shall be required to have vehicles capable of hauling the bins located at the Church Road Transfer Station.
- 6) The Contractor shall provide staff to coordinate with the Regional District site supervisor or designate regarding the transport of filled and emptied bins between CRTS and the Contractors site.
- 7) The Contractor shall follow all WorkSafe BC and Ministry of Environment Regulations in relation to the hauling and disposal of Drywall/Gypsum.



Service Levels

Service level expectations and responsibilities:

Contractor

1. Be available to haul and dispose of Drywall/Gypsum Monday to Friday.

RDN

1. Provide at a minimum 2 hour notice of loads requiring hauling and disposal

Volume

The following data represents the monthly tonnages of various materials hauled from CRTS with the corresponding number of loads per month in 2016, 2017, and 2018.

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.

January 1, 2016 – December 31, 2016

Drywall/ Gypsum	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Weight(Tn)	16	32	23.5	31	17	25	24.5	13.5	25.5	23	23	17	271
Total Loads	3	5	4	5	3	4	4	2	3	3	3	2	41

January 1, 2017 – December 31, 2017

Drywall/ Gypsum	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Weight(Tn)	16.5	16.5	23	24	28.5	20.5	27	25.5	13	27	26	16	264
Total Loads	2	2	3	3	5	4	5	4	2	4	4	3	41

January 1, 2018 – November 30, 2018

Drywall/ Gypsum	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Weight(Tn)	20	24.5	23	24	17.5	34	13	19	19	20	19	15	248
Total Loads	3	3	4	4	3	6	2	3	3	3	3	2	39



Resource Requirements

Tenderers must supply:

Operators:

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

Bins:

- a) One forty (40) yard bins must be placed in the designated area at the Church Road Transfer Station and remain on site until full and ready for transport.
 - i. The bins must be lidded in such a way that material cannot be deposited without the lid being open
 - ii. The lid(s) must be able to be opened by RDN Staff through use of either a hydraulic jack assembly or other manual system while meeting WorkSafe BC Regulation(s)
- b) When the Drywall/Gypsum is being transported for disposal, a replacement lidded bin must be provided.

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.

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



TENDER FORM
CHURCH ROAD TRANSFER STATION (CRTS)
HAULING AND DISPOSAL OF DRYWALL/GYPSUM
 Page 1 of 3

Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including all Addenda 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

Bins

Bin Rental Fee (p/mo p/bin)	\$	X 12 = \$
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Hauling

Per Trip Fee	\$	X 100 ¹ = \$
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Disposal

Per Tonne Disposal Fee	\$	X 100 ² = \$
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Total

\$

*not including tax

¹ Total 2017 trips

² Total 2017 tonnage



**TENDER FORM
 CHURCH ROAD TRANSFER STATION (CRTS)
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 Page 2 of 3**

Year 2

Bins

Bin Rental Fee (p/mo p/bin)	\$	X 12 = \$
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Hauling

Per Trip Fee	\$	X 100 ³ = \$
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Disposal

Per Tonne Disposal Fee	\$	X 100 ⁴ = \$
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Total

\$

*not including tax

Total Tender Price

Year 1 and Year 2 \$ _____

GST: \$ _____

Grand Total: \$ _____

³ Total 2017 trips

⁴ Total 2017 tonnage



**TENDER FORM
CHURCH ROAD TRANSFER STATION (CRTS)
HAULING AND DISPOSAL OF DRYWALL/GYPSUM
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RESOURCES

Operators:

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

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 Contractor 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 Form is attached as Schedules "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) proprietors and partners in a partnership who operate an independent



business must be registered with WorkSafe BC and have Personal Optional Protection coverage;

- (h) provide satisfactory proof of the Contractor's WorkSafe BC coverage to the RDN upon request;
- (i) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (j) 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;
- (k) keep proper and accurate books of account and records of any and all monies received and disbursed 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;
- (l) 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
- (m) 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 and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".
- 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 directed to the following individuals:

To the RDN: 6300 Hammond Bay Road
 Nanaimo, BC V9T 6N2
 Attention:
 Email:
 Telephone:

To the Contractor: **[Insert the Contractor's address for delivery here as well as email and telephone 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(l), 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 Regional District of Nanaimo 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 HEADINGS



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

21.0 INTERPRETATION

21.1 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.

22.0 ENUREMENT

22.1 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.

23.0 DISPUTE RESOLUTION

23.1 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.

23.2 In the event of a dispute, the parties agree to resolve the dispute by:

Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.

23.3 If, after 30 business days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and the Mediator's decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

24.0 COUNTERPART

24.1 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.

25.0 DOCUMENTATION, PATENT AND COPYRIGHT

25.1 **Title.** The title, property rights, moral rights and ownership in and to all present



and future materials and information produced or prepared by the Service Provider pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the RDN without any payment by the RDN therefor.

25.2 **Patent and Copyright.** The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the RDN without any payment by the RDN therefor.

25.3 **Further Assurances.** The Service Provider shall upon request by the RDN, do all such things and execute and deliver to the RDN all such documents and instruments as the RDN shall reasonably require in order to vest title, property rights and ownership in the RDN and the Service Provider shall execute and deliver all such assignments, documents and instruments as may, in the RDN's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

26.0 DELAY IN PERFORMANCE

26.1 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, 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.

27.0 SEVERABILITY

27.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or



provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.0 PAYMENT

- 28.1 The Service Provider shall submit invoices to the RDN for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.
- 28.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Service Provider shall also provide to the RDN upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the RDN shall request.
- 28.3 Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.
- 28.4 The Service Provider shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The RDN or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.

29.0 SUBCONTRACTORS

- 29.1 The Service Provider may retain Sub contractors to assist in the performance of the Services provided that the terms of this Agreement shall apply to the Sub contractors and provided that the Service Provider shall be wholly responsible for the professional standards, performance and all actions of the Sub contractors. The Service Provider shall only employ Sub contractors having the appropriate



standards, qualifications and experience in their respective areas of expertise.

30.0 WORK AND SERVICES OMITTED

30.1 Upon receipt of written direction from the RDN, the Service Provider shall omit Services to be performed under the Agreement. The Service Provider shall have no claim against the RDN for loss associated with any omitted Services.

31.0 THIRD PARTY RIGHTS

31.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDN and the Service Provider.



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: _____)
Signature: _____)
Printed Name: _____)

[NAME OF CONTRACTOR (corporation)], by its authorized signatory: _____)
Signature: _____)
Printed 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

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

- a. **Comprehensive General Liability** in an amount not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The RDN is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

- .01 Products or Completed Operations Liability;
- .02 RDN's and Contractor's Protective Liability;
- .03 Blanket Written Contractual Liability;
- .04 Contingent employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile Liability;
- .07 Cross Liability;
- .08 Employees as additional Insureds;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;
- and where such further risk exists:**
- .11 Shoring Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .12 Elevator and Hoist Liability; and
- .13 Operation of Attached Machinery.

- b. **Automobile Liability** on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000.00)
- c. **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and including aircraft passenger hazard liability, where applicable.
- d. **Professional Liability Insurance** \$250,000 per occurrence, \$1,000,000.00 aggregate. **[Delete if not required]**
- e. **Property** insurance which shall cover all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the RDN, and shall contain a waiver of subrogation against the RDN.



2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the RDN.
3. The Contractor shall provide the RDN with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in a form acceptable to the RDN. When requested by the RDN, the Contractor shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the RDN with thirty days (30) advance written notice of cancellation or material change.
5. The Contractor hereby waives all rights of recourse against the RDN with regard to damage to the Contractor's property.
6. The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

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



SCHEDULE "C"
REQUEST FOR TENDERS

SAMPLE



SCHEDULE "D"

CONTRACTOR'S TENDER FORM

SAMPLE



Schedule "E"

Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) **"access"** means disclosure by the provision of access;
 - (b) **"Act"** means the *Freedom of Information and Protection of Privacy Act*;
 - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Regional District of Nanaimo and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Regional District of Nanaimo to comply with the Regional District of Nanaimo's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.



5. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Regional District of Nanaimo to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Regional District of Nanaimo to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Regional District of Nanaimo, the Contractor must promptly advise the person to make the request to the Regional District of Nanaimo unless the Agreement expressly requires the Contractor to provide such access and, if the Regional District of Nanaimo has advised the Contractor of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Regional District of Nanaimo to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. Within 5 Business Days of correcting or annotating any personal information, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Regional District of Nanaimo, the Contractor disclosed the information being corrected or annotated.
10. If the Contractor receives a request for correction of personal information from a person other than the Regional District of Nanaimo, the Contractor must promptly



advise the person to make the request to the Regional District of Nanaimo and, if the Regional District of Nanaimo has advised the Contractor of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

11. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

12. Unless the Regional District of Nanaimo otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

13. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Regional District of Nanaimo in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

14. Unless the Regional District of Nanaimo otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

15. Unless the Regional District of Nanaimo otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Regional District of Nanaimo if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
16. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor must not disclose personal information outside Canada.



Notice of foreign demands for disclosure

17. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Regional District of Nanaimo and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Regional District of Nanaimo. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

19. In addition to any other rights of inspection the Regional District of Nanaimo may have under the Agreement or under statute, the Regional District of Nanaimo may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor’s management of personal information or the Contractor’s compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

20. The Contractor must in relation to personal information comply with:



- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Regional District of Nanaimo under this Schedule.
21. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

22. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Regional District of Nanaimo of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

23. In addition to any other rights of termination which the Regional District of Nanaimo may have under the Agreement or otherwise at law, the Regional District of Nanaimo may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the Regional District of Nanaimo under this Schedule) conflicts with a requirement of the Act or



an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.