REQUEST FOR TENDERS No. 22-067

Household Hazardous Waste Outdoor Storage Buildings Supply

ISSUED: July 29, 2022

CLOSING DATE AND TIME:
Tenders must be received on or before:
3:00 PM (15:00 hrs) Pacific Time on August 12, 2022

Submissions and Questions are to be directed to:
Travis Tanner
Special Projects Coordinator
6300 Hammond Bay Road, BC V9T 6N2
Phone: 250-390-4111 X 6144

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

Instructions to Bidders

Article 1. Closing Date/Time/Location
Bidders must submit their Tender on or before 3:00 PM (15:00 hrs), Pacific Time, August 12, 2022

Submission Method:

By Email: In PDF format with "Household Hazardous Waste Storage Supply" as the subject line at this electronic address:

ttanner@rdn.bc.ca

The RDN will not be held responsible for any technological delays. Tenders received in any other manner will not be accepted. Tenders will not be opened in public.

ARTICLE 2. Scope of Work

Tenders are invited from qualified and experienced firms to supply, transport, and deliver (offload) household hazardous waste (HHW) outdoor storage buildings. The Regional District of Nanaimo (RDN) seeks to purchase:

- two (2) occupancy buildings for the storage of flammable HHW, and
- two (2) occupancy or non-occupancy buildings for the storage of non-combustible HHW.

These buildings will provide storage of HHW that will be collected under the RDN's upcoming HHW management program. One (1) flammable material storage building and one (1) non-combustible material storage building must be delivered to each of the following RDN solid waste facilities:

1. Nanaimo Regional Landfill
   1105 Cedar Rd. Nanaimo, BC V9X 1K9

2. Church Road Transfer Station
   860 Church Rd, Parksville, BC V9P 2B8

The deliveries will be scheduled with the RDN. The Contractor's transporter must follow the site safety requirements for each facility and must read and sign Appendix C - Nanaimo Regional Landfill Contractors' Site Safety Agreement.

The approximate delivery locations are shown in Appendix B – Site Delivery Locations. The Contractor must notify the RDN of any site preparation required to receive and place the storage buildings. The RDN will be responsible for all site preparation. Contractors who wish to visit the sites must contact the RDN representative.

Designs and materials must meet requirements identified in Appendix A – Technical Specifications and may be subject to approval by the RDN's qualified professional. The RDN may reject a Tender if the buildings do not meet the requirements in Appendix A – Technical Specifications as determined by the RDN and/or its Qualified Professional in their sole discretion.

Appendix A – Technical Specifications contains detailed requirements pertaining to building requirements, transport, and delivery.

The desired delivery date is October 15, 2022.

The estimated budget for this project is $160,000, including PST. While the GST will be paid to the successful vendor, it does not need to be included in the available budget.

Tender Documents

This Tender is subject to split award at the discretion of the RDN. The Tender award may be split based on the lowest cost per building category, as stated in Article 2. Scope of Work or it may be awarded one vendor for both building categories at the lowest overall cost.

As such, tender documents shall include quotations for two (2) flammable materials storage occupancy buildings *and/or* either two (2) non-combustible hazardous materials occupancy buildings or two (2) non-combustible hazardous materials *non*-occupancy buildings. Quotations should consist of:

- an itemized list of features and their descriptions
- cost of transportation and delivery (offloading)
- method of offloading
- fabrication lead time in weeks
- estimated transportation time from point of manufacture
- country of manufacture
- empty per container weight

Tender documents must also include technical drawings of each quoted building type that displays, at a minimum:

- Product name/ building type (flammable or non-combustible)
- Company logo and details
- front, rear, side, and top sections views
- approximate locations of vents, placard holders, fire extinguisher mounts, and building lift points
- dimensions in imperial or metric, including:
    - building exterior
    - door openings
    - door to the container bottom

ARTICLE 3. Examine Documents
The Tenderer must carefully examine the Contract Documents. Should a Tenderer find discrepancies in or omissions from the drawings or other documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the REGIONAL DISTRICT in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency, or employee of the Owner shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 4. Addenda
If the REGIONAL DISTRICT determines that an amendment is required to this TENDER, the REGIONAL DISTRICT will post an addendum on the RDN website (https://www.rdn.bc.ca/current-bid-opportunities) and BC Bid websites (https://new.bcbid.gov.bc.ca/). Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the REGIONAL DISTRICT. It is the sole responsibility of the Proponent to check and ensure all addendums are included prior to submitting their final Tender submission.

ARTICLE 5. Tender Price
All pricing is to be in Canadian Dollars and is to include all transportation costs to the site. Prices should be completed as indicated on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the REGIONAL DISTRICT reserves the right to correct the totals.

ARTICLE 6. Federal and Provincial Sales Taxes
GST and PST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 7. Tender Signing
The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 8. Revisions to Tenders
Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Withdrawal
A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 10. Tender Rejection
1. The REGIONAL DISTRICT reserves the right to reject any or all tenders or accept other than the lowest tender and to accept the tender which it deems most advantageous.

2. The REGIONAL DISTRICT may reject a tender if:

a) After investigation and consideration, the REGIONAL DISTRICT concludes that the Tenderer is not qualified to perform the Contract in a manner satisfactory to the REGIONAL DISTRICT.
b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form.
d) The REGIONAL DISTRICT 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 legal action against the REGIONAL DISTRICT, its elected or appointed officers and employees in relation to:
    - any other contract for works or services; or
    - any matter arising from the REGIONAL DISTRICT'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 REGIONAL DISTRICT will consider whether the litigation is likely to affect the Tenderer's ability to work with the REGIONAL DISTRICT and whether the REGIONAL DISTRICT's experience with the Tenderer indicates that the REGIONAL DISTRICT is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

3. The REGIONAL DISTRICT may reject all tenders if for any reason the REGIONAL DISTRICT 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 REGIONAL DISTRICT considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
   b) the REGIONAL DISTRICT decides not to proceed with the project or to defer the project;
   c) the REGIONAL DISTRICT is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.

4. The REGIONAL DISTRICT reserves the right to consider and 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 REGIONAL DISTRICT be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 11. Award

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

ARTICLE 12. Form of Agreement
The Agreement and General Conditions of the contract are enclosed at the end of this document. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the closing date and time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

ARTICLE 13. No Claim for Compensation
Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, because 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 REGIONAL DISTRICT in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 15. Freedom of Information and Protection of Privacy Act
All documents submitted to the REGIONAL DISTRICT will be held in confidence by the REGIONAL DISTRICT, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act.* All tenders become the property of the RDN. The successful bidder and value of the award are routinely released.

ARTICLE 16. Conflict of Interest
The Bidder declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the REGIONAL DISTRICT or their immediate families which might in any way be seen to create a conflict.

ARTICLE 17. Collusion
The 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.

Appendix A – Technical Specifications

Building Specifications

Buildings must be constructed or modified for the purpose of storing household hazardous wastes according to all regulations, codes, and standards applicable to the Government of Canada and the Government of British Columbia. The regulations, codes, and standards included in the following tables are provided for reference only and do not necessarily represent all of those that apply.

Table 1. Flammable Materials Storage Occupancy Buildings Specifications

Item	Specification	Reference
Building Placement	Outdoor	
Exterior Dimensions (approx.)	8’ X 20’ X 8’ LXWXH	
Number of Rooms	(1)	
Structural Fire Resistance Rating	2 hrs.	NFCC, NBCC, NFPA 30
Building Finish	Interior and exterior – metal primer Exterior top coat – alkyd enamel or urethane epoxy (resistant to UV, weather, abrasions, corrosion)	
Building Wind Load	160 km/h (100 mph)	
Floor Sump Capacity (minimum)	300 L (or 80 US gal)	NFPA 30
Sump Lining	Chemical Resistant Epoxy	
Sump Grating Specifications	1” tall welded galvanized steel with 3/16” bearing bars, removable	
Venting Type	Natural ventilation	
Vent Specifications	Minimum of (4) 12” X 10”, fixed louver, 1.5 hr. fire rated with fusible link	UL, ULC, NFPA 90A
Vent Locations	Minimum of (2) vents within 300 mm of floor located on side walls near the door Minimum of (2) vent within 300 mm of ceiling located on side walls farthest from the door	BCFC 2018
Door Type	Swinging or rolling	
Door Dimensions (approx.)	60” X 80” WXH	
Door Fire Resistance Rating	2 hrs.	NFPA 80
Door Security	Lockable latching hardware	NFPA 80
Shelving Types	Adjustable wall-mounted or pallet racking	
Shelving Materials	Steel	
Shelving Dimensions (minimum)	2- or 3-tier, 16” depth with 1” lip (wall-mounted only), length dependent on building size	
Shelving Capacity	50 lbs. per linear foot	
Fire Extinguisher Mount	Exterior front mount for 5 lb. extinguisher	NFPA 30
Metal UN Placard Holder	Exterior front mount	NFPA 80
Static Grounding System	(3) interior grounding lugs (1) exterior grounding connection (1) 10’ grounding rod w grounding lugs	NFPA 30

Table 2. Non-Combustible Hazardous Materials Storage Occupancy Buildings Specifications

Item	Specification	Standard
Building Placement	Outdoor	
Exterior Dimensions (approx.)	8’ X 20’ X 8’ LXWXH	
Number of Rooms	(2)	
Ceiling Insulation	1” spray foam or equivalent	
Room Divider	Heavy gauge steel (ceiling to bottom of sump)	
Building Finish	Interior and exterior – metal primer Exterior top coat – alkyd enamel or urethane epoxy (resistant to UV, weather, abrasions, corrosion)	
Building Wind Load	160 km/h (100 mph)	
Floor Sump Capacity (minimum)	605 L (or 160 gal)	NFPA 30
Sump Lining	Chemical Resistant Epoxy	
Sump Grating Specifications	1” tall welded galvanized steel with 3/16” bearing bars, removable	
Venting Type	Natural ventilation	
Vent Specifications	Minimum of (8) 12” X 10”, fixed louver	
Vent Locations	Minimum of (4) vents within 300 mm of floor Minimum of (4) vents within 300 mm of ceiling	
Door Type	Swinging or rolling	
Number of Doors	(2)	
Door Dimensions (approx.)	60” X 80” WXH	
Door Security	Lockable latching hardware	NFPA 80
Shelving Types	Adjustable wall-mounted or pallet racking	
Shelving Materials	Steel	
Shelving Dimensions (minimum)	2- or 3-tier, 16” depth with 1” lip (wall-mounted only), length dependent on building size	
Shelving Capacity	50 lbs. per linear foot	
Fire Extinguisher Mount	(2) exterior front mounts for 5 lb. extinguisher	NFPA 30
Metal UN Placard Holder	(2) exterior front mount	NFPA 80
Static Grounding System	(1) exterior grounding connection (1) 10’ grounding rod w grounding lugs	NFPA 30

Table 3. Non-Combustible Hazardous Materials Storage Non-Occupancy Buildings Specifications

Item	Specification	Standard
Building Placement	Outdoor	
Building Dimensions	Not specified	
Capacity	Approx. 1660 L (440 gal/8 x 55 gal drum)	
Number of Rooms	(2)	
Room Divider	Heavy gauge steel (ceiling to bottom of sump)	
Building Finish	Interior and exterior – metal primer Exterior top coat – alkyd enamel or urethane epoxy (resistant to UV, weather, abrasions, corrosion)	
Building Wind Load	160 km/h (100 mph)	
Floor Sump Capacity (minimum)	332 L (or 88 US gal)	NFPA 30
Sump Lining	Chemical Resistant Epoxy	
Sump Grating Specifications	1" tall welded galvanized steel with 3/16" bearing bars, removable	
Venting Type	Natural ventilation	
Vent Specifications	Minimum of (4) 12" X 10", fixed louver	
Vent Locations	Minimum of (2) vents within 300 mm of floor Minimum of (2) vents within 300 mm of ceiling	
Door Type	Swinging or rolling	
Number of Doors	(2)	
Door Security	Lockable latching hardware	NFPA 80
Shelving Specifications	2- or 3-tier, steel, wall-mounted, 50 lbs. per linear ft. capacity	
Fire Extinguisher Mount	(2) exterior front mounts for 5 lb. extinguisher	NFPA 30
Metal UN Placard Holder	(2) exterior front mount	NFPA 80
Static Grounding System	(1) exterior grounding connection (1) 10' grounding rod w grounding lugs	NFPA 30

Delivery Requirements

The Supply Contractor is responsible for the transport and delivery of the buildings as described in ARTICLE 2: Scope of Work. The buildings will be delivered during the facilities' operating hours of 8:00 am to 5:00 pm on regular weekdays (excluding weekends or statutory holidays). The delivery locations are:

1. Nanaimo Regional Landfill
   1105 Cedar Rd. Nanaimo, BC V9X 1K9

2. Church Road Transfer Station
   860 Church Rd, Parksville, BC V9P 2B8

The Supply Contractor's transporter must complete Appendix B - Nanaimo Regional Landfill Contractors' Site Safety Agreement before delivery and follow all site requirements. The Supply Contractor's transporter must deliver to the buildings to locations at the facilities under the direction of RDN supervision.

The approximate delivery locations are shown in Appendix B – Site Delivery Locations. The Contractor must notify the RDN of any site preparation required to receive and place the storage buildings. The RDN will be responsible for all site preparation. Contractors who wish to visit the sites must contact the RDN representative.

The desired delivery date is October 15, 2022.

Inspection

The buildings will be subject to inspection by the RND or the RDN's Qualified Professional for quality assurance and to ensure fulfillment of technical specifications.

Ownership transfers to the RDN upon acceptance of the buildings by RDN representatives.

General Requirements

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

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

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

Appendix B – Site Delivery Locations

Figure 1. Nanaimo Regional Landfill delivery location

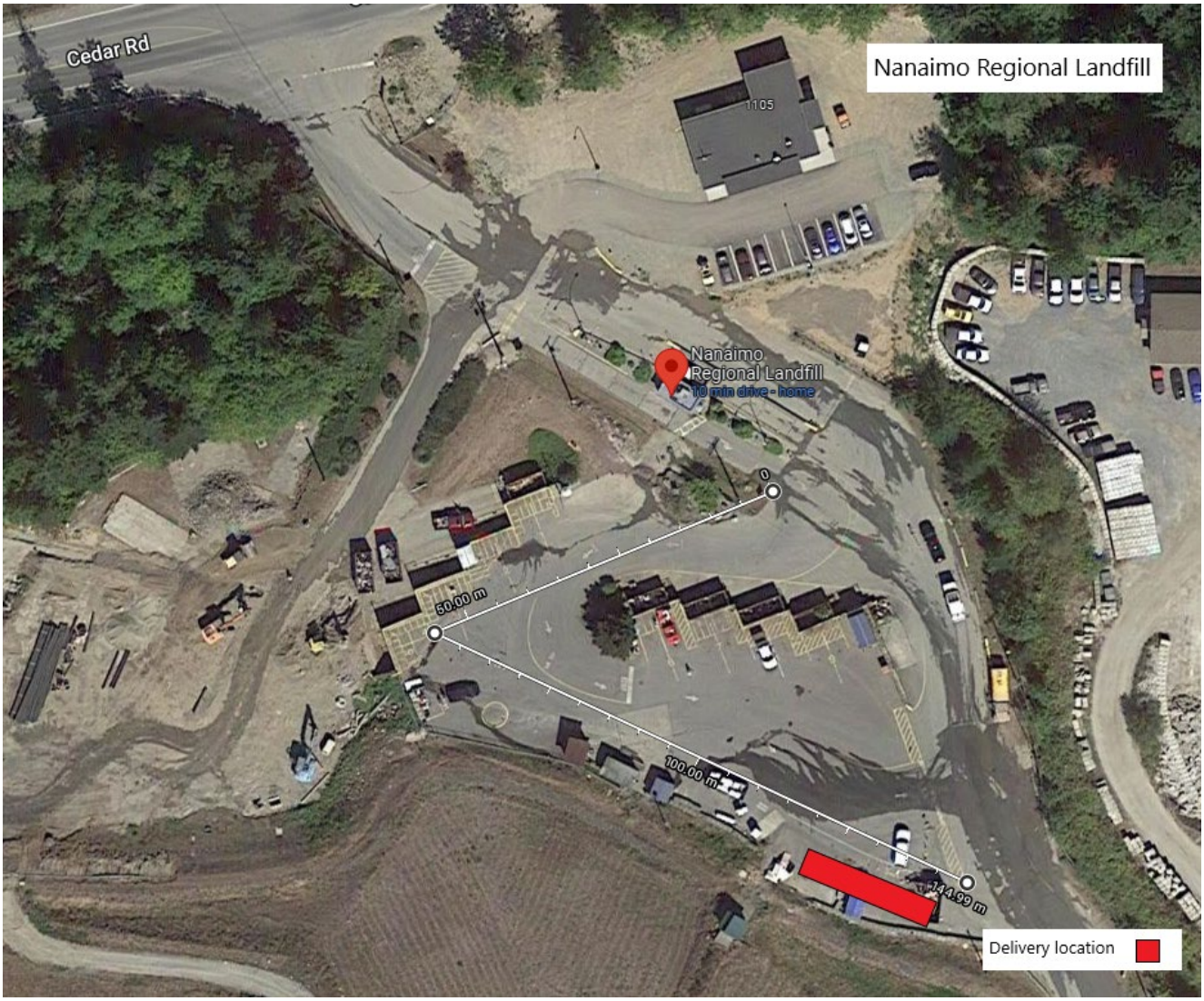


Figure 2. Church Road Transfer Station delivery location



Appendix C – Nanaimo Regional Landfill Contractor's Site Safety Agreement

TENDER FORM
22-067 Household Hazardous Waste Storage Buildings Supply
Page 1 of 4

Date: _____

Company Name:_____

Address: _____

Telephone:_____ Email: _____

To: Regional District of Nanaimo
Travis Tanner
ttanner@rdn.bc.ca

Having examined the tender documents including any addenda, we hereby offer to supply and deliver set forth in the aforesaid documents for the Prices below. Prices include the Contractor's labour, material, equipment, material costs, transportation costs, overhead and profit and shall represent the cost to the Owner of such charges excluding taxes which shall be shown separately.

1. <u>Church Road Transfer Station</u>

A. Qty 1: Flammable Materials Storage Occupancy Building per Table 1

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

B. Qty 1: Non-Combustible Hazardous Materials Storage Occupancy Building per Table 2

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

C. Qty 1: Non-Combustible Hazardous Materials Storage Non-Occupancy Building per Table 3

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

2. <u>Nanaimo Regional Landfill</u>

A. Qty 1: Flammable Materials Storage Occupancy Building per Table 1

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

B. Qty 1: Non-Combustible Hazardous Materials Storage Occupancy Building per Table 2

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

C. Qty 1: Non-Combustible Hazardous Materials Storage Non-Occupancy Building per Table 3

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

3. **<u>Combined Price for (2) Flammable Storage Occupancy Buildings</u>**

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

4. **<u>Combined Price for (2) Non-Combustible Hazardous Materials Storage Occupancy Buildings</u>**

Lump Sum Total $ _____

PST (7%) $ _____

GST (5%) $ _____

5. **Combined Price for (2) Non-Combustible Hazardous Materials Storage Non-Occupancy Buildings**

Lump Sum Total	$ _____
PST (7%)	$ _____
GST (5%)	$ _____

6. **Combined Price for Church Road Transfer Station and Nanaimo Regional Landfill**

Lump Sum Total	$ _____
PST (7%)	$ _____
GST (5%)	$ _____

Enter "N/A" or "No Bid" or leave the space blank for the items you are not bidding on.

Include complete technical specifications for the items being bid on with your submission.

WARRANTY (attached separate pages if necessary)

_____

DELIVERY TIME (FOB Destination) from receipt of order

_____

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 the sites.

.3 We understand the RDN reserves the right to split the award on the lowest cost per building category basis or award both building categories to one vendor with the lowest overall cost.

.4 We understand that the lowest or any Bid will not necessarily be accepted. The RDN reserves the right to cancel one location or both locations if it decides not to proceed with the Project(s).

.5 The RDN reserves the right to waive minor defects or irregularities in the bid and correct any extension mathematical errors.

.6 Shipping is per Incoterms 2020 Delivered Duty Paid (DPP) to:

a. Nanaimo Regional Landfill
   1105 Cedar Rd. Nanaimo, BC V9X 1K9
b. Church Road Transfer Station
   860 Church Rd, Parksville, BC V9P 2B8

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

Regional Landfill

Contractors' Site Safety Agreement

The Site Safety Agreement ("Agreement") shall be presented to all Contractors to perform services on the Regional Landfill premises. A signed copy of this Agreement and a certificate of insurance must be received before the Contractor begins performance of the contracted service.

Contractors Site Safety Agreement

This Agreement has been drafted and published to help prevent accidents and personal injuries. It is not intended to be all-inclusive, but rather a guide for the Contractor. It is the responsibility of the Contractor's management personnel to enforce these and all other safety rules and good safety practices. The Contractor shall provide the necessary safety equipment and perform the required services in such a manner as to eliminate the cause of personal injuries and accidents. All Regional District of Nanaimo ("RDN") Safety Rules must be obeyed when working on or adjacent to Regional Landfill controlled premises.

IN THE EVENT OF A FIRE

Call **722-2015**
Call **911**

And contact any RDN employee on site to report by radio.

TO SUMMON FIRST AID

Call 7**22-2015**
Call **911** (In the event of serious injury)

Or contact any RDN employee on-site to call by radio.

REGIONAL LANDFILL FIRST-AID ATTENDANT

All Regional Landfill employees are trained in first aid. The first aid facility is located beside the Regional Landfill office and is available between the hours of 8:00 a.m. and 4:30 p.m. Monday to Friday.

GENERAL SAFETY REQUIREMENTS

The Contractor shall be solely and completely responsible for ensuring the safety of all persons including employees, sub trades and property on the job site during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, provincial and regional laws, the Workers' Compensation Board ("WCB") Industrial Health and Safety Regulations, and the owners' specifications, policies and procedures developed for the Landfill. Where any of these are in conflict the more stringent shall apply.

The Regional Landfill is a public site. Contractors are reminded that they are expected to conduct themselves with decorum and consideration for the safety of all site users and contractor groups.

GENERAL SITE CONDUCT

1. No smoking is permitted on the Landfill property or construction sites.

2. No drugs or alcohol are permitted on the Landfill property or construction sites.

3. No firearms are permitted on the Landfill property or construction sites.

4. Personal vehicles may park in designated areas only.

LANDFILL HAZARD AWARENESS

Several hazards unique to the Regional Landfill have been identified, to which your full attention is required.

Landfill Gas and Waste Materials Hazards
Contractors undertaking works on or adjacent to buried refuse are cautioned to the presence of potential health, fire, and buried material stability hazards such as:

Health Hazards
- Oxygen deficiency in trenches, ditches, excavations or in any underground structures may be sufficient to overcome and injure workers, or cause death;

- Build up of highly toxic or flammable gases such as methane and hydrogen sulphide may be sufficient to overcome and injure workers, or cause death;

- Contact with refuse could cause skin irritations, cuts, or abrasions.

Fire Hazards
- Ignition of pockets of methane gas may result in fire or explosion;

- Exposed decomposing waste may result in spontaneous combustion.

Buried Refuse Stability Hazards
- Excavations in or adjacent to landfilled refuse may be unstable. Contractors shall exercise additional caution to ensure workers are not exposed to injury due to cave-in or collapse.

Water Hazards
Water hazards of varying depth exist on the Landfill. Flotation devices must be worn while working above the water or within one metre (1m) of the water's edge. (see **Personal Protective Devices**) All water, with the exception of delivered water or municipal water, is not suitable for drinking or bathing.

Slope Hazards
Contractor personnel are advised of steep slope sections on internal haul roads. Contractors must familiarize themselves with the slopes and establish safe turning areas suitable to their turning radiuses.

Traffic Hazards
Contractor personnel are advised that Regional Landfill roads are heavily utilized by the general public, RDN staff and various on-site Contractors. Contractors, while in or out of their vehicles, must be alert to other vehicles and equipment, foot traffic, traffic control personnel, changes to traffic directions and speed limits, and familiarize themselves with the location of Regional Landfill road intersections. (see **Traffic Control**)

Power Lines
B.C. Hydro power lines are situated throughout the Landfill property. Safe clearances from the power lines, as defined by the WCB, must be established while moving equipment on and off the Landfill property and while working on the Landfill property.

SITE SAFETY REQUIREMENTS

Reporting
Reporting procedures shall comply with the WCB requirements for accidents or incidents involving the contractors' employees, subcontractors or equipment while on site. All accidents or incidents shall be reviewed with the Construction Supervisor/Landfill Superintendent.

Site Access
1. Contractor personnel are permitted to enter only the work area in which their contract work is being performed.

2. Contractor personnel are permitted access to the Regional Landfill, Monday to Friday during regular operating hours (unless specific permission has been granted).

Housekeeping
1. Materials and equipment must be stored within the contractor's designated work area unless otherwise arranged.

2. Materials and equipment must be stored in order to permit safe operations within the contractor's worksite and safe access and egress to the work area.

Blasting (refer to Project Specifications)
1. Contractor must notify the Construction Supervisor/Landfill Superintendent in writing of the proposed blasting schedule.

2. No blasting shall be permitted without prior authorization from the Construction Supervisor/Landfill Superintendent.

3. The contractor's warning procedure and blasting signal code must be conspicuously posted at the blasting site.

4. Contractors must receive prior approval from B.C. Hydro if blasting in the vicinity of power lines.

Personal Protective Equipment ("PPE")
1. Contractor personnel must wear PPE, including as a minimum, a hard hat, high visibility apparel, and safety footwear while within the Regional Landfill property.

2. Contractor personnel must wear personal flotation devices while working over or within one metre (1m) of water hazards.

3. Contractor personnel must implement a fall protection system while working at elevations of three metres (3m) or greater.

4. Contractor personnel must utilize rescue equipment in potentially unstable or hazardous atmospheric work environments, i.e. confined spaces.

5. Contractor personnel must utilize continuous air monitoring devices capable of measuring carbon monoxide, oxygen, lower explosive limit (LEL) for methane and hydrogen sulphide when working in potentially hazardous atmospheres.

6. Contractor personnel must maintain respirator maintenance and fit testing records on-site.

7. Contractor personnel must maintain emergency eye wash stations within easy access to the workers.

Cutting, Welding, Grinding, or Sawing

1. Arc or gas welding or work activity where open flame or potential for spark is present shall not be permitted in trenches, excavations, ditches, or enclosed areas unless performed under ventilation and continuously monitored for gases by contractor personnel. Cutting, welding, sawing or grinding activities must be pre-approved by either the Construction Supervisor/Landfill Superintendent (for capital works projects) or by the Operations Supervisor or Environmental Technician (for operations contracts).

2. Persons welding or cutting shall be responsible for the safe preparation of the work area and inspection thereof.

3. Cylinders of compressed gas shall not be permitted inside any trench, excavation, or confined space.

4. Torches and hoses used for welding or cutting shall be removed from the trench, excavation, or confined space when not in use and when the work area is vacated.

5. Fire extinguishers must be positioned at the welding/cutting work area. A minimum of two 18 lb capacity ABC rated extinguishers shall be maintained at the welding/cutting areas at all times.

6. The work area shall be fully inspected at the completion of the work activity to locate and extinguish any hotspots.

Excavations/Trenches/Drilling (refer to project specifications)

1. The Contractor or Subcontractor must notify the Construction Supervisor/Landfill Superintendent (for capital works projects) or Operations Supervisor or Environmental Technician (for operations projects) at least 24 hours prior to the commencement of excavations and submit proposed excavation locations, depths, and traffic controls for approval.

2. All excavations must be guarded by barriers, guard rails, or covers when left unsupervised.

3. Excavation across roads must be properly barricaded and signed and must not interrupt passage of traffic nor create a hazard to that traffic. Contractor(s) shall supply traffic control attendants as required.

4. Excavations must be ventilated while workers are in or near the excavation.

5. Contractor personnel must wear personal gas monitors capable of measuring lower explosive limit (LEL) for methane, hydrogen sulfide, carbon monoxide, and oxygen deficiency at all times while working in or near excavations.

6. Standby personnel capable of providing rescue response and fire watch duties must be stationed at the excavation at all times while work is conducted in the excavation.

7. A minimum of two 18 lb. capacity ABC rated extinguishers shall be maintained at the active excavation work area.

8. Electric motors utilized in excavation areas and below ground shall be intrinsically safe.

9. Excavations must not proceed prior to obtaining location of utilities from the Construction Supervisor/Landfill Superintendent (for capital works projects) or with Operations Supervisor/Environmental Technician (for operations projects).

Electrical Safety

1. Unauthorized personnel shall not enter electrical switch or control panels.

2. Opening or closing of any switch, disconnect or circuit breaker must be pre-arranged with the Construction Supervisor/Landfill Superintendent (for capital works projects) or with Operations Supervisor/Environmental Technician (for operations projects).

3. Excavations must not proceed prior to obtaining location of utilities from the Construction Supervisor/Landfill Superintendent (for capital works projects) or with Operations Supervisor/Environmental Technician (for operations projects).

4. The contractor shall ensure required clearances are maintained from overhead power lines while transporting or operating equipment in the vicinity of overhead power lines.

IMMOBILIZATION OF RDN EQUIPMENT

Contractor personnel must have written approval from the Construction Supervisor/Landfill Superintendent (for capital works projects) or with the Operations Supervisor/Environmental Technician (for operations projects) prior to the de-energizing, immobilizing, and locking out of any RDN equipment.

FIRE PROTECTION

Fire protection is provided by the City of Nanaimo Fire Department. In the event of a fire, dial 911 to summon the Nanaimo Fire Department and then immediately contact the Regional Landfill field or office staff.

1. All Contractor personnel must know how to contact the Regional Landfill office in the event of a fire.

2. All Contractor personnel must know the area of the Regional Landfill property in which they are working so they may properly locate the fire when notifying the Regional Landfill office.

3. All roads in the contractor's work area must be clear to allow access for firefighting equipment.

4. Due to the extreme fire hazard, contractors must obey the no smoking policy at the Regional Landfill. Smoking and open flame pose significant risks and contractors will be held responsible for all injury and damages resulting from fire or explosion.

TRAFFIC CONTROL

1. Effective and safe means of traffic control must be implemented to ensure safe access and egress to and past the contractor's work site.

2. Traffic control Must Comply with the Ministry of Transportation and Highways Traffic Control Manual for Work on Roadways.

3. Traffic controllers must be trained in traffic control.

4. Traffic controllers must be suitably attired for visibility and safety.

5. Traffic control signage must be well maintained and visible.

MOBILE CONSTRUCTION EQUIPMENT

1. Mobile construction equipment must be equipped with, maintained and operational:
   - Rearview mirrors
   - Headlights and reverse lights
   - Emergency brakes
   - Windows which permit visibility
   - ABC fire extinguishers (min 10 lb.)
   - Rollover protection as required
   - Seatbelts

VEHICLE OPERATION

1. Headlights must be on at all times while traveling on the Regional Landfill site.
2. Contractor personnel must obey all traffic signs and directions.
3. Emergency brakes must be applied while parked.
4. Vehicle operators must possess a valid license appropriate for the vehicle being operated.
5. All loads (equipment and materials) must be secured to each vehicle so as not to pose a danger.
6. Vehicle loads must not exceed their permitted weight limits.

Contractors' Site Safety Agreement Acknowledgment

The Contractors' Site Safety Agreement ("Agreement") has been read and its conditions are hereby accepted by the undersigned on behalf of the Contractor and its employees, agents, subcontractors, and subcontractor employees and agents.

The undersigned assumes full responsibility to inform its employees, agents, and subcontractors about this Site Safety Agreement, any agrees that it will conform and will have all employees, agents and subcontractors conform with this Agreement at all times while on the premises controlled by the Regional District of Nanaimo. It is further understood that any person not conforming with the Site Safety Agreement shall not be permitted to perform services on such premises.

It is further understood by the undersigned that compliance with this Site Safety Agreement is the continued requirement and that in consideration of the undersigned accepting any contract to be performed on Regional Landfill premise is, the acceptance of and compliance with these conditions shall be automatically continued from job to job and year-to-year unless written notice revoking such acceptance is given by the undersigned to the Regional Landfill, to which this Agreement was originally submitted

Contractor:

(Printed Name / Title) (Signature)

(Date)

Orientation performed by:

(Printed Name / Title) (Signature)

(Date)

BETWEEN: _____ (the "Supply Contractor")

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

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

1. The Supply Contractor shall provide all labour, Supply Contractor's Plant and Equipment, and materials required to supply the Goods within the required time, as required by the Contract Documents.

2. The Good will be delivered to two RDN solid waste facilities:

   (a) Nanaimo Regional Landfill
   1105 Cedar Rd. Nanaimo, BC V9X 1K9

   (b) Church Road Transfer Station
   860 Church Rd. Parksville, BC V9P 2B8

   The Supply Contractor must follow all delivery site requirements at the RDN. The Supply Contractor must complete Nanaimo Regional Landfill Contractors' Site Safety Agreement.

3. The Corporation shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.

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

   (a) $ _____, and

   (b) any payments made on account of changes, as may be required by the Contract Documents.

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

   Except for the amounts which the RDN in good faith is disputing and except for any set-off which the RDN may claim and except for invoices (or portions of invoices) in respect

SAMPLE

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.

5. The Supply Contractor shall supply all Goods to the Delivery Point per the manufacture lead time and transport time specified in the Contract Documents.

6. The Contract Documents shall form a part of this Agreement as though recited in full.

7. The Contract supersedes all prior negotiations, representations, or agreements, whether written or oral and is the entire agreement between the Corporation and the Supply Contractor with respect to the subject matter of this Agreement.

8. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the Corporation.

9. No action or failure to act by the Corporation or an authorized representative of the Corporation shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

10. This Agreement shall enure to the benefit of and be binding upon the Corporation and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges, and liabilities shall be construed and held to be several as well as joint.

11. Time shall be of the essence of this Agreement.

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

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

SAMPLE

14. If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or inferior quality, or fail to meet any guarantees, then the Corporation may return the Goods or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the Corporation to the Supply Contractor on account of the Contract Price of such returned Goods shall be repaid to the Corporation by the Supply Contractor. Neither the inspection nor failure to make an inspection, nor acceptance of Goods shall release the Supply Contractor from any warranties or other provisions of this Contract nor impair the Corporation's right to reject non-conforming Goods. The Corporation reserves the right even after it has paid for and accepted Goods to make a claim against the Supply Contractor on account of any Goods which do not prove to be satisfactory or are defective irrespective of the Corporation's failure to notify the Supply Contractor of a rejection of non-conforming Goods or revocation of acceptance thereof or to specify with particularity any defect in non-conforming Goods after rejection or acceptance thereof.

15. The Regional District is not subject to any fuel surcharges.

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

17. The Supply Contractor shall release and discharge the Corporation and its directors, officers, servants, employees, and agents (the “Released Parties”) from and against all actions, claims, demands, proceedings, suits, losses, damages, costs, and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) which the Supply Contractor or its servants or employees might have in any manner arising in any way out of or connected with the Goods or the supply, off-loading or delivery of the Goods by the Supply Contractor under this agreement except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs, and expenses were caused by the Released Parties or any of them.

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

19. The Supply Contractor will also comply with all statutory occupational health and safety requirements under or in connection with the Workers Compensation Act and Occupational Health and Safety Regulation and the Contractor represents and warrants to the Regional District that it follows all requirements of the Workers Compensation Act, including with respect to registration and payment of assessments. The Contractor

SAMPLE

20. must also always comply with all site-specific safety and personal protective equipment (PPE) requirements.

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

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

(1) has breached a fundamental term of the Contract or is in substantial breach of the terms of the Contract;

(2) has failed to supply the Goods, within the time specified in the Contract Documents or extensions mutually agreed between the parties in writing;

(3) has failed to supply the Goods that meet the technical specifications in Appendix A – Technical Specifications;

(4) is in material non-compliance with or has been convicted of a material offence or violation of, health, safety, labour, or environmental laws; and

(5) has become in any way unable to supply the Goods or any part thereof.

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

SAMPLE

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

REGIONAL DISTRICT OF NANAIMO
by its authorized signatory on _____ day of _____, 20__ (the date of Agreement):

SIGNED on behalf of the Corporation by:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

[SUPPLY CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 20__:

SIGNED on behalf of the Supply Contractor by:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

END OF SECTION

SAMPLE