REQUEST FOR PROPOSALS No. 22-067

TO MANAGE NON-STEWARDSHIP HOUSEHOLD HAZARDOUS WASTE

ISSUED: July 6, 2022

CLOSING DATE AND TIME:
Submissions must be received on or before
3:00 PM (15:00 hrs) PST on July 29, 2022

Submissions and Questions are to be directed to:
Travis Tanner, Special Projects Coordinator
250-390-4111 X 6144 | ttanner@rnd.bc.ca

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

A Proponent Meeting will be held virtually on Monday, July 18, 2022, at 10:00 AM.
Proponents need to contact Travis Tanner (ttanner@rdn.bc.ca) to receive a meeting invitation.

Proposals will not be opened in public

1. INSTRUCTIONS TO PROPONENTS

1.1 Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on July 29, 2022.

Submission Method:

By Email: In PDF format with "RFP 22-067 Household Hazardous Waste Management Program" as the subject line at this electronic address:

ttanner@rdn.bc.ca

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

1.2 Amendment to Proposals

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

1.3 Addenda

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

1.4 Withdrawal of Proposals

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

1.5 Unsuccessful Vendors

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

2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms for the management of non-stewardship Household Hazardous Waste (HHW) (the "**Program Material**") through the delivery of services (the "**Services**") that includes:

- The handling, identification, segregation, packaging, manifesting, transportation, treatment and disposal of the Program Materials;
- The provision of material data tracking and documentation supporting materials processing and end-of-life disposal; and
- Training RDN staff to handle, segregate, store, and package Program Materials.

The RDN is seeking to enter into a 5-year contract for the Services (the "**Contract**"). The Effective Date is the date the Contract is fully executed. The anticipated Contract start date is September 1, 2022.

The Contract will be developed and negotiated with the Preferred Proponent based on the content from the Preferred Proponent's proposal, including pricing.

3. BACKGROUND

The RDN provides regional governance and services to more than 170,000 people on Vancouver Island's central east coast, covering a large, diverse area of nearly 207,000 hectares with distinct communities that includes the municipalities of Nanaimo, Parksville, Qualicum Beach, Lantzville, and seven unincorporated electoral areas (see APPENDIX 3 [RDN SERVICE AREA MAP]. The RDN provides and coordinates a range of services in both urban and rural areas, depending on local needs. The RDN's responsibilities and services include regional and community planning, transit, liquid and solid waste management, recreation and parks, building inspection and bylaw enforcement, water and sewer utilities, general administration, and emergency planning.

In BC, the majority of HWW – small quantities of residential, consumer-grade hazardous wastes such as paints, solvents, pesticides, batteries, and used motor oil - are disposed of through a variety of Extended Producer Responsibility (EPR) programs, also known as stewardship programs, such as those managed by Product Care Association. These programs place the responsibility for the effective end-of-life management on the consumers and product producers. However, these programs exclude widely available consumer-grade products, as well as small volumes of commercial-grade products used by residents (*excluded products*). Similarly omitted are *historical products* that were available prior to the implementation of EPR programs, *orphaned products* made by producers who are unidentified or no longer active and *unknown materials* in non-original containers or containers with illegible or missing labels. Non-stewardship HHW cannot be safely disposed of via municipal waste or wastewater infrastructures and alternate disposal options are either unavailable or cost-prohibitive.

The RDN acknowledges the need to provide RDN and City of Nanaimo residents with the appropriate means to dispose of these materials. As such, the RDN's 2020 Solid Waste Management Plan, approved by the Minister of Environment and Climate Change Strategy, proposes a collection program that is the basis for this RFP.

4. RDN'S APPROACH TO MANAGING NON-STEWARDSHIP HHW

The objective for the performance of the Contract is to provide RDN and City of Nanaimo residents with an accessible, cost-efficient, program to manage non-stewardship HHW. The RDN believes that neither the traditional depot drop-off nor the collection event models are suitable for a standalone non-stewardship HHW program as neither can provide a balance of drop-off access, cost-containment, and education to residents.

For this program, the RDN will collect the Program Materials at its two solid waste management facilities: Nanaimo Regional Landfill and Church Road Transfer Station. Residents will be required to contact the RDN to register their waste for drop-off. This registration model will ensure only Program Materials are collected and will allow the RDN to provide information on other EPR and recycling programs and suggest alternative uses and disposal options.

RDN staff will receive, sort, and store Program Materials. The Contractor will be required to handle, identify, segregate, package, manifest, transport, and dispose of the Program Materials, provide program data tracking, and provide training to RDN staff.

5. SCOPE OF SERVICES

The Contractor will supply all labour, equipment, materials, and data tracking for the handling, identification, packaging, manifesting, transportation, treatment, and disposal of the Program Materials collected by the RDN at the Nanaimo Regional Landfill and Church Road Transfer Station.

In a manner consistent with all applicable laws and regulations, the Contractor *may* be required to undertake or ensure the undertaking of the following:

(a) Determine the waste class of unknown materials;
(b) Package and transport Program Materials to a transfer facility or a disposal site(s) and provide documentation on all manifested waste;
(c) Treat and dispose of Program Materials promptly;
(d) Track program data, provide reports, and maintain records related to the operation of the program;
(e) Obtain any permits, licenses, certificates, or authorizations for the operation of any facilities or vehicles necessary to perform the Services; and
(f) Provide training to RDN facility staff on the safe handling, sorting, storage, and packaging of Program Materials.

6. DELIVERABLES AND OUTCOMES

The Contractor will be required to submit to the RDN monthly reports related to the operation of the program that may include:

- type and quantity of materials collected; and
- waste class and quantity of unknown materials determined by chemical analysis.

The Contractor may be required to submit an annual summary report.

7. PROPOSAL SUBMISSION

Table 1: Submission Requirements describes the documentation and information that a Proponent should submit to demonstrate they are capable of performing the Services established in the Contract. Fulfilling the Submission Requirements as written ensures the RDN is provided with comparable information upon which to base their evaluation.

Table 1: Submission Requirements

Section 1. Corporate Qualifications and Experience

The Proponent should provide a clear and concise description of the Proponent's corporate structure, history, background, organizational chart, number of employees and their relevant expertise, including confirmation that the Proponent has the requisite registrations and licenses by providing copies of the following:

- BC Ministry of Environment and Climate Change Strategy (MOECCS)
  - Hazardous Waste Transport License, with a full description of the vehicle(s) used for transporting dangerous goods.
  - Facility permits issued under the Environmental Management Act, with a description of facilities.

- Transport Canada
  - Certificates of Training in the Transportation of Dangerous Goods for staff handling the waste.

- Miscellaneous
  - Waste Discharge Authorizations for all disposal sites.
  - Provincial accreditations for any storage site located outside of the province of BC where hazardous waste generated under this Contract will be stored.

The description of relevant expertise should include details on the Proponent's experience undertaking services similar to the Services described herein. The Proponent should provide details on the size and scope of the Proponent's operations, including the ownership or use of hazardous waste management facilities and hazardous waste disposal sites.

The Proponent should provide no fewer than 3 reference projects with contact details for reference persons, of similar or greater magnitude as the Contract from current clients

For each reference project, the Proponent should provide the following information:

1. Owner or client name, address, contact name and telephone number;
2. Description of services provided, including average annual volume of waste collected;
3. Approximate annual value of the project; and,
4. Use of any subcontractors, if applicable.

The Proponent may provide any additional relevant qualifications and any additional tools, resources or services they or their sub-contractors can provide to the RDN to help improve its non-stewardship Household Hazardous Waste Management Program.

Section 2. Subcontractors

If the Proponent intends to use one or more Subcontractor to perform the Services, then for each Subcontractor, the Proponent should describe:

a. The Subcontractors background and relevant expertise;

b. The Proponent's history of working with the Subcontractor, including any reference projects, if applicable; and

c. The roles and responsibilities of the Subcontractor, including the types of Services to be carried out by the Subcontractor.

Section 3. Start-Up Schedule

The Proponent should provide the proposed start-up schedule that establishes out how and by what date the Proponent intends to satisfy the requirements necessary to deliver the Services by the Commencement Date. The schedule should include, but is not limited to the following:

1. Obtaining all necessary certificates, licenses, permits, contracts, and authorizations;
2. Purchasing necessary equipment and materials.
3. Hiring and training necessary staff; and
4. Training RDN staff.

Section 4. Hazardous Waste Management Facilities

The Proponent should provide a detailed description of all hazardous waste management facilities that would be used to carry out the Services, including:

1. Facility addresses; and
2. The Services to be carried out at that location.

Section 5: Waste Class Determination of Unknowns, Treatment and Disposal

The Proponent should provide a detailed explanation of how Program Materials will be safely and efficiently managed under this Contract, including:

1. Methods for determining the waste class of unknown materials; and
2. Methods and locations of treatment and disposal (e.g. reused, recycled, fuel blended, neutralized, stabilized, incinerated, landfilled, etc.) for each Program Material.

Section 6: Financial Proposal

The RDN will compensate the Contractor for performing the Services based on the following:

- *Disposal Unit Price* for each Program Material multiplied by the amount of each Program Material collected; and
- *Training Unit Price* for multiplied by the number of hours worked to provide training to RDN staff.

Proponents should fill *Table 1. Schedule of Prices and Estimated Quantities* and in APPENDIX 1 of this RFP. The estimated quantities listed in *Table 1*. are not based on historical or projected data nor do they represent the annual the value of the Contract. Pricing may form a basis for comparing one proponent's proposal to another proponent's proposal.

Pricing, in Canadian dollars, shall be firm for the first year and firm year to year for the life of the contract, with yearly increases equal to the average BC CPI for the preceding 12-months, starting 14-months from the contract inception date.

8. PROPOSAL EVALUATION

Proposals will be evaluated on the following basis 40% Technical, 60% Financial. Financials will be evaluated using the following evaluation calculation = (lowest price)/(evaluated price)*60%.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right not to complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contains any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties, after having bargained

in good faith, are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality, and the RDN may, at its discretion, contact the Proponent of the next best-rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

9. *PROPOSED PURCHASE CONTRACT*

The RDN's preferred form of Contract is attached herein as Appendix 2 [Draft Contract]. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

10. GENERAL CONDITIONS

10.1 No Contract

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

10.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

10.3 Acceptance and Rejection of Submissions

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

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

10.4 Conflict of Interest

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

10.5 Solicitation of Board Members and RDN Staff

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

10.6 Litigation Clause

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

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

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

10.7 Exclusion of Liability

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

10.8 Ownership of Proposals

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

10.9 Freedom of Information

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

REGIONAL DISTRICT OF NANAIMO

APPENDIX 1
SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

Attached Separately.

Appendix 2 – Draft Contract

REGIONAL DISTRICT OF NANAIMO

MANAGEMENT OF NON-STEWARDSHIP
HOUSEHOLD HAZARDOUS WASTE

REGIONAL DISTRICT OF NANAIMO

and

[CONTRACTOR]

[Note to Proponents: The final form Contract will be modified to reflect the content of the successful proponent's proposal, including pricing.]

MANAGEMENT OF NON-STEWARDSHIP HOUSEHOLD HAZARDOUS WASTE

THIS CONTRACT made as of the_____day of_____, 2022 (the "**Effective Date**").

BETWEEN:

Regional District of Nanaimo
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2

(the "**RDN**")

AND: **[Name of Contractor]**

(the "**Contractor**")

WHEREAS:

A. Pursuant to the RDN's request for proposals #22-067 (the "**RFP**") the RDN invited proposals from proponents for the management of non-stewardship household hazardous wastes.

B. The RDN received proposals in response to its RFP and after evaluating the proposals the RDN selected the Contractor to provide the Services (as defined below) and the Contractor has agreed to the same.

C. The RDN and the Contractor now wish to enter into this Contract to set out the rights and obligations of each of them with regard to the Services.

NOW THEREFORE, in consideration of the agreements and covenants set out in this Contract, the RDN and the Contractor agree as follows:

1.0 CONTRACT DOCUMENTS

1.1. In this Contract, "Contract Documents" means and includes:

(a) the body of this contract;

(b) Schedule 1 [Definitions];

(c) Schedule 2 [Scope of Services];

(d) Schedule 3 [Schedule of Prices and Estimated Quantities];

(e) Schedule 4 [Subcontractors]; and

(f) Schedule 5 [Proposal Extracts].

(g) Schedule 6 [Owner's Notifications of Hazards]

(h) Schedule 7 [Nanaimo Regional Landfill Contractor's Site Safety Agreement]

2.0 TERM

2.1. The term of this Contract will start on the Commencement Date and will continue until 5 years after the Commencement Date, unless terminated earlier in accordance with Section 11.1 [TERMINATION].

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 2 of this Agreement, and to the satisfaction of the Regional District;

(b) supply, at its cost, all necessary labour, Personnel, equipment, materials, tools, transportation, supervision, and any other goods or services necessary to perform the Services;

(c) ensure Personnel have the qualifications, training, experience and capabilities to successfully perform the Services, as determined with reference to the requirements of the Services to be performed by each Personnel.

(d) 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;

(e) charge only the fees which the Contractor is entitled to under this Agreement as set out in Schedule 2 for the provision of the Services;

(f) 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 ensure against any risks you may assume as a result of entering into this Agreement;

(g) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;

(h) require the Subcontractors to perform their permitted scope of the Services in accordance with the terms and conditions of this Contract;

(i) be as fully responsible to RDN for acts and omissions of the Subcontractors and of persons directly and indirectly employed by them as for acts and omissions of persons employed directly by the Contractor;

(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) 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;

(l) will at its cost obtain and maintain in good standing throughout the Term all permits, approvals, certificates and licenses necessary to perform the Service or which are required by the Contract or applicable laws; 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 REPRESENTATIVES

4.1. Each party will maintain communication with the other party in accordance with their respective obligations under this Contract. In particular:

(a) the Contractor will provide a senior representative as the Contractor's representative (the "Contractor Representative"), who will have the duty of instituting and maintaining communication with the RDN as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the Contractor Representative;

(b) the RDN will appoint a representative (the "RDN Representative") who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the RDN Representative;

(c) the Contractor will ensure that the Contractor Representative can be reached by phone by the RDN;

(d) within 10 Business Days of the Effective Date, each party will give Notice to the other party as to the name and contact information of their respective representatives and alternatives;

(e) the RDN may change, at any time during the Term, the RDN Representative or alternative by Notice to the Contractor in accordance with Section 13.0 [NOTICE]; and

(f) the Contractor may change the Contractor Representative or alternative at any time during the Term by giving Notice to the RDN.

5.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

5.1. 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.

6.0 CONTRACT PRICE

6.1. The Contract Price is comprised of unit prices and such unit prices will be the entire compensation due to the Contractor for the Services and this compensation will cover and include all profit and all costs of necessary supervision, labour, machinery, material, tools, transportation, equipment, overhead, and all other costs and expenses whatsoever incurred in performing the Services. The Contract Price includes all duties, taxes and charges, but excludes GST.

6.2. 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:

(a) the *Disposal Unit Price* of each Program Material set out in Schedule 3 [Schedule of Prices and Estimated Quantities] and the quantities of Program Materials collected under this Contract, plus any Goods and Services Tax applicable;

(b) hourly *Training Unit Price* for the provision of in-person training

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

7.0 EXTENDED PRODUCER RESPONSIBILITY

Proponents should be aware that the BC Recycling Regulation (BCRR) and current HHW EPR programs might be amended during the term of the contract to include Program Materials listed in the Schedule of Prices and Disposal Methods. All BCRR-subject products will be managed outside of this contract, which may reduce the types and quantities of Program Materials managed under this Contract. The RDN will not be liable or held responsible for losses in revenue under this Contract due to changes in the BCRR.

8.0 PAYMENT AND INVOICING

7.1. As of the Commencement Date, within 10 Business Days after the end of each month, the Contractor will, in a format acceptable to the RDN, prepare and submit for the monthly period ending the last day of the preceding month an invoice listing:

(a) the Contractor's name, address, telephone number, GST number;

(b) the amount owing calculated by multiplying the quantity of Program Materials (in kg and/or L) by their respective Disposal Unit Prices, as established in Schedule 3 [Schedule of Prices and Estimated Quantities];

(c) the amount owing calculated by multiplying the number of training hours rounded up to the full hour increment by the Training Unit Price, as established in the Schedule 3 [Schedule of Prices and Estimated Quantities]

(d) the invoice number;

(e) the amount GST; and

(f) the total amount owing by the RDN to the Contractor.

7.2. All invoices and supporting information should be electronically submitted to:

Attention: Travis Tanner
Email: ttanner@rdn.bc.ca
CC: finance@rdn.bc.ca

7.3. The RDN Representative will review the Contractor's invoice and approve it for payment as follows:

(a) if the Contractor has submitted a complete invoice with all required supporting information and if the RDN Representative:

(1) agrees that the invoice and supporting information are correct, the RDN Representative will approve the invoice in the full amount; or

(2) does not agree with the Contractor regarding any aspect of the invoice, the RDN Representative will advise the Contractor of the reason for disagreement. The Contractor will provide the RDN Representative with all supporting documentation that would substantiate invoiced amounts. The RDN Representative will approve the invoice in full or approve the invoice with a copy to the Contractor in the amounts the RDN Representative determines are correct;

(b) if the Contractor has not submitted a complete invoice or provided all required supporting information as set out in Section 8.1, then the RDN Representative will advise the Contractor of the missing information and will not approve the invoice in accordance with Section 8.3 (a) until the complete invoice and all required supporting information is submitted.

7.4. The RDN Representative's approval of an invoice does not prevent the RDN from later disputing an invoice if the RDN becomes aware that an invoice was incorrect.

9.0 RECORDS

8.1. The Contractor will maintain all records related to the Services, including those records identified in Schedule 2 [Scope of Services] in accordance with the requirements therein, and will promptly provide to RDN all such records and additional records as set out in this Contract or as the RDN may reasonably request from time to time;

10.0 INDEMNIFICATION

9.1. 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.

11.0 TERMINATION

10.1. 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.

10.2. Both the Contractor and the Regional District may terminate this Agreement, without cause, at any time by giving not less than thirty (30) days written notice to the Regional District or the Contractor.

10.3. 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.

12.0 CONFIDENTIALITY

11.1. 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.

13.0 NOTICE

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

(c) if hand/courier delivered, at the time of delivery;

(d) if sent by email to the email addresses set out below, once it has been electronically transmitted; and

(e) if mailed and accepted by any government post office and addressed as follows:

if to the RDN: 6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention: Travis Tanner
Email: ttanner@rdn.bc.ca

if the Contractor:

14.0 TIME

13.1. Time is of the essence of this Agreement.

15.0 BINDING EFFECT

14.1. 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.

16.0 SURVIVAL OF CERTAIN COVENANTS

15.1. The covenants and agreements contained in Sections 3.1 (m), 10.1, and 12.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

17.0 RELATIONSHIP

16.1. 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.

16.2. 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.

18.0 NO ASSIGNMENT

17.1. 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.8

19.0 WAIVER

18.1. 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.

20.0 ENTIRE AGREEMENT

19.1. 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.

21.0 LAW APPLICABLE

20.1. This Agreement is to be construed in accordance with and governed by the laws applicable in the Regional District of Nanaimo of British Columbia.

22.0 AMENDMENT

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

23.0 CONFLICT

22.1. 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.

24.0 HEADINGS

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

25.0 INTERPRETATION

24.1. 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.

26.0 ENUREMENT

25.1. 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 any interest in the Agreement without the prior written consent of the other.

27.0 DISPUTE RESOLUTION

26.1. All matters in dispute under this Agreement that 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.

26.2. 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.

26.3. 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.

28.0 COUNTERPART

27.1. 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.

29.0 OWNERSHIP OF PROGRAM MATERIALS

28.1. The Contractor will acquire rights to all material accepted under this contract.

30.0 DELAY IN PERFORMANCE

29.1. Neither the RON 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, pandemic, 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 the performance of this Agreement.

31.0 SEVERABILITY

30.1. 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.

32.0 WORK AND SERVICES OMITTED

31.1. 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.

33.0 THIRD PARTY RIGHTS

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

Remainder of page left intentionally blank. Signature page to follow.

IN WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Contract to be executed:

REGIONAL DISTRICT OF NANAIMO

Per: _____
Authorized Signatory

Name:

Title:

Date:

Per: _____
Authorized Signatory

Name:

Title:

Date:

[NAME OF CONTRACTOR]

Per: _____
Authorized Signatory

Name:

Title:

Date:

Per: _____
Authorized Signatory

Name:

Title:

Date:

SCHEDULE 1
DEFINITIONS

"**Applicable Laws**" means all applicable laws, statutes, rules, regulations, by-laws, codes, treaties, constitutions, permits, licenses, approvals, ordinances, directives, policies, guidelines, standards, requirements, notices, protocols, orders, and certificates of any governmental authority;

"**Assign**" means:

(g) sell, transfer, license, franchise, or otherwise dispose or part with possession of;

(h) mortgage, charge, grant a lien, pledge, hypothecate, declare a trust in respect of or grant any interest in, by way of security or otherwise;

(i) a change of control of the Contractor; or

(j) a sale of all or substantially all of the assets of the Contractor;

"**Commencement Date**" means the date upon which the Contract Term begins;

"**Contract**" means this executed Contract between the RDN and the Contractor as set out and described in the Contract Documents;

"**Contractor**" means [NTD: To be updated with name of successful Proponent prior to execution];

"**Control**" means, in relation to any person, possession, directly or indirectly, of the power to direct or cause direction of management and policies of that person through ownership of voting, securities, contract, voting trust or otherwise;

"**Disposal Unit Price**" has the meaning set out in Section 7.1;

"**Dispute**" has the meaning set out in Section 27.1;

"**Extended Producer Responsibility**" means a policy-based program in which producers take fiscally or physically manage of the disposal of their products once those products are designated as no longer useful by consumers.

"**Equipment**" means anything and everything used by the Contractor in the performance of the work, except people.

"**Personnel**" means all of the Contractor's personnel, employees, independent contractors and Subcontractors engaged in the performance of the Services;

"**Program Materials**" means non-stewardship household hazardous waste materials collected under this Contract;

"**Services**" has the meaning set out in Section 1.1 (a) of Schedule 2 [Scope of Services];

"**Subcontractor**" means a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Services;

"Term" means the term of the Contract beginning on the Commencement Date and terminating five years after the Commencement Date, unless otherwise terminated as provided in this agreement.

"**Work**" or "**Works**" means the whole of the work, equipment, labour, materials, and tasks to be performed by the Contractor under the Contract.

SCHEDULE 2
SCOPE OF SERVICES

1. SCOPE OF SERVICES

1.1 The Services

The Contractor will perform the following (the "**Services**"):

(a) The management of Program Materials including the handling, identification, segregation, packaging, manifesting, transportation, treatment, and disposal of the Program Materials, as well as the provision of material data tracking and documentation and all other services, activities, and obligations required to perform the Services;

(b) Train RDN staff on the handling, segregation, storage, and packaging of Program Materials; and

(c) All other work, tasks, and obligations of any kind expressly or impliedly required by the Contract except only those items which are expressly identified as work or tasks to be performed by, or obligations owed by, the RDN.

1.2 Start-Up Schedule for the Services

By no fewer than two weeks before the Commencement Date, the Contractor will:

(a) Arrange to complete training of RDN staff before the Commencement Date;

(b) Provide evidence to the RDN that it can provide adequately trained personnel to carry out all portions of the Services that will be conducted at the RDN collection sites;

(c) Provide evidence to the RDN that it can provide or contract transportation of Program Materials from the collection locations to the approved hazardous waste management facilities and/or disposal; and

(d) Provide the RDN with a prospective schedule of dates when it is available to package and transport Program Materials from RDN collection.

2. THE MANAGEMENT OF PROGRAM MATERIALS

2.1 General Requirements for the Management of Program Materials

The following specifications describe the requirements for handling, identifying, packaging, manifesting, transporting, and disposing of Program Materials deposited at RDN collection locations. The Contractor will:

(a) Determine the waste class of unknown materials using effective analytical methods and reagents;

(b) Efficiently package Materials for transport in a way that precludes the release of Program Materials

from primary containment;

(c) Prepare manifests and other appropriate shipping documents for transport of Program Materials;

(d) Transport in a safe, efficient manner Program Materials from the Locations to the approved hazardous waste management facilities and/or disposal sites;

(e) Ensure any HHW transportation vehicle driver is appropriately certified for handling and transporting dangerous goods;

(f) Ensure HHW transportation vehicles meet requirements for transporting dangerous goods and comply with all federal, provincial, and municipal government requirements;

(g) Treat and/or dispose of Program Materials in a timely manner;

(h) Indicate the method of treatment and/or disposal for each type of Program Material;

(i) Specify the disposal facilities utilized by the Contractor for the final disposal of the Program Materials; and

(j) Not dispose of the Program Materials to any disposal site or hazardous waste management facility that is not approved under all governing provincial, federal, and/or international regulations;

(k) Notify the RDN within 30 days of changes to storage, treatment, and disposal facilities utilized by the Contractor.

2.2 RDN Solid Waste Management Facilities

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

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

2.3 Schedule of Operation

The Contractor will pick up Program Materials during the regular weekday operating hours of RDN solid waste management facilities of 8 AM – 5 PM. Pick-ups may be arranged by predetermined schedule or on an as-required basis on weekdays when HHW collection facilities are closed residents. The program hours have yet to be determined and may be subject to change over the course of the Contract.

2.4 Handling, Identifying, Segregating, Packaging, Manifesting, Transportation, and Disposing of Program Materials

The Contractor will:

(a) Report to the scale house upon entering the RDN solid waste management facility (either Nanaimo Regional Landfill or Church Road Transfer Station);

(b) Access the HHW collection facility in accordance with RDN policies and procedures for the specific facility:

(c) Receive tare weight of the vehicle upon entry and net weight of HHW upon exiting the facility;

(d) Identify the waste class of any unknown materials on-site or retrieve a sample(s) for identification at the Contractor's facility;

(e) Segregate and package all Program Materials in accordance with current *BC Transport of Dangerous Goods Regulations* and *BC Hazardous Waste Regulation*;

(f) Maximize efficiency when packaging Program Materials for transport;

(g) Manifest wastes for transportation in accordance with *BC Hazardous Waste Regulation*;

(h) Provide documentation that the transport vehicle and driver are licensed and accredited in accordance with the federal and provincial laws and regulations governing the commercial transportation of dangerous goods;

(i) Ensure transport vehicles are suitable for the purpose of transporting the Program Materials; and

(j) Ensure transport vehicles comply with all federal, provincial, and municipal government requirements.

2.5 Measurements and Recording

The Contractor will ensure that solid Program Materials are weighed on a certified scale. The volumes of bulked liquid Program Materials should be determined by utilizing appropriate, accurate, and calibrated measurement devices such as floats, gauges, and dipsticks. Where the Contractor estimates any quantity of Program Material, they should explain their calculation methodology. Gross and net weights and volumes will be recorded in electronic format.

2.6 Environmental Management

The Contractor will:

(a) Undertake the Services carefully and effectively so as to minimize spillage;

(b) Immediately clean up or remove spillage, all at the Contractor's sole expense; and

(c) Record all instances of environmental management issues or incidents including spillage;

(d) Comply with provincial requirements regarding Spill Reporting.;

3. SERVICE STANDARDS

3.1 When conducting Services at RDN sites, the Contractor will ensure that Personnel and Subcontractors:

(a) Behave in a polite, courteous, and respectful manner towards the public at all times;

(b) Conduct themselves with regard to the need to maintain a positive public image and reputation of the RDN;

(c) Wear uniforms that:

I. Clearly identifies that they are carrying out the Services and are employees or Subcontractors of the Contractor; and

II. Includes appropriate safety gear befitting the position and responsibilities, such as safety vests, shoes and glasses, and, if required, hard hats.

4. RECORD KEEPING AND REPORTING

4.1 Electronic Record Keeping, Logs, and Access

The Contractor will record and maintain in an electronic, searchable, and exportable format all information, photographs, documentation, records, invoices, and slips forming part of the Monthly Report and any other information in relation to the Services at all times during the Term. In addition to submitting the Monthly Report on a monthly basis, the Contractor will ensure that such information will be recorded as promptly as possible and will prove to the RDN any such information upon request.

Wherever this Contract calls for a log, the Contractor may record such information as part of a comprehensive database or log as long as such information can be sorted by type of information and Program Materials, searched, and exportable into a separate report by Program Material category.

The Contractor will maintain all documents and records of wastes managed under this Contract for a minimum of three (3) years, or any longer period required by law, from the date of termination of this Contract.

4.2 Reporting

Throughout the entirety of the Term, the Contractor will record, maintain, and submit on a monthly basis to the RDN, in an electronic reporting format approved by the RDN, the following information (the "**Monthly Report**"):

(a) Summary of the types, amounts and physical state of Program Materials received in kilograms and litres;

(b) Summary of the waste class identification of unknown materials, including the types, quantities, physical state, and RDN Reference Number; and

(c) Any additional information as may be required by the RDN from time to time.

5. DAMAGE

5.1 Any damage to RDN property resulting from the Contractor's action during the performance of this Contract will be rectified by the Owner and associated costs will be deducted from payment due to the Contractor.

SCHEDULE 3
SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

[**Note to Proponents: Pricing from successful Proponent's Proposal to be inserted here.]**

SCHEDULE 4
SUBCONTRACTORS

Note to Proponents: Content to be inserted based on the successful Proponent's Proposal.

Subcontractors:

The Contractor may subcontract the scope of Services set out below to the applicable Subcontractor:

Scope of Service	Subcontractor

SCHEDULE 5
PROPOSAL EXTRACTS

Attached separately.

[**Note to Proponents: Content from the successful Proponent's Proposal to be inserted here at the RDN's discretion.**]

SCHEDULE 6
OWNER'S NOTIFICATION OF HAZARDS

Contract #:	Location: **Nanaimo Regional Landfill**	Date: July 2022
Contractor:		Phone:
Contractor Representative:		Phone:
Owner: Regional District of Nanaimo		
RDN Representative: Karen Soper		Phone: 250-390-4111 x 3234
Listed below are the known hazards identified by the RDN to exist in the areas in which the Contractor must work. The list may not be all-inclusive. The Contractor must assess the work to determine the presence of other hazards and notify facility staff or the RDN representative. It is the Contractor's responsibility to address all known and discovered hazards during the course of the project.		
Hazard	Details	
Vehicular Traffic	The public, RDN, and RDN contractor vehicular traffic on internal access and service roads and recycling area. Exhibit caution when driving on-site.	
Pedestrian Traffic	The public, RDN, and RDN contractors access the recycling area where the HHW facility is located. Exhibit caution when working in the recycling area.	
Landfill Gas	The work area is adjacent to an active landfill that landfill gas a by-product of waste decomposition. At varying concentrations, LFG poses explosive, flammability, toxicity, and asphyxiation hazards. LFG may migrate unpredictably and collect in buildings, confined spaces, and excavations. RDN approval is required to perform onsite cutting, welding, and grinding.	
Overhead Power Lines	Overhead power lines in and adjacent to the work area. Exercise caution and maintain safe clearances while moving equipment and working in this area	
Fire & Chemical Hazards	Household hazardous wastes received and stored on-site may present flammability, corrosion, toxicity, reactivity, and explosive hazards. Utilize proper handling procedures and ensure emergency measures are in place to mitigate accidental releases and exposures.	
Steep Slopes	Steep slopes exist on internal haul roads. Contractors must familiarize themselves with the slopes and utilize suitable turning areas.	

Contract #:	Location: **Church Road Transfer Station**	Date: July 2022
Contractor:		Phone:
Contractor Representative:		Phone:
Owner: Regional District of Nanaimo		
RDN Representative: Tuesday Riviere		Phone: 250-390-4111 x 2100

Listed below are the known hazards identified by the RDN to exist in the areas in which the Contractor must work. The list may not be all-inclusive. The Contractor must assess the work to determine the presence of other hazards and notify facility staff or the RDN representative.

It is the Contractor's responsibility to address all known and discovered hazards during the course of the project.

Hazard	Details
Vehicular Traffic	The public, RDN, and RDN contractor vehicular traffic on internal access and service roads and recycling area. Exhibit caution when driving on-site.
Pedestrian Traffic	The public, RDN, and RDN contractors access the recycling area where the HHW facility is located. Exhibit caution when working in the recycling area.
Overhead Power Lines	Overhead power lines in and adjacent to the work area. Exercise caution and maintain safe clearances while moving equipment and working in this area
Fire & Chemical Hazards	Household hazardous wastes received and stored on-site may present flammability, corrosion, toxicity, reactivity, and explosive hazards. Utilize proper handling procedures and ensure emergency measures are in place to mitigate accidental releases and exposures.

SCHEDULE 7
NANAIMO REGIONAL LANDFILL CONTRACTOR'S SITE SAFETY AGREEMENT

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)

REGIONAL DISTRICT OF NANAIMO

APPENDIX 3
RDN SERVICE AREA MAP

