REGIONAL DISTRICT OF NANAIMO

WASTEWATER SERVICES

REQUEST FOR TENDERS No. 22-069

French Creek Pollution Control Centre (FCPCC)
Biosolids Transportation

ISSUED: August 19, 2022

CLOSING DATE AND TIME:
September 8, 2022

Submissions and Questions are to be directed to:
Adrian Limpus,
Engineering Technologist – Wastewater Services
Telephone: 250-390-6509
Email: alimpus@rdn.bc.ca

Optional Site Visit
French Creek Pollution Control Centre
957 Lee Road, Parksville, BC
August 25, 2022, at 11 am
Please RSVP in advance to: alimpus@rdn.bc.ca
High visibility vests and steel toes boots required.

Deadline for questions is three (3) business days before the closing date.

1. INTRODUCTION

The Regional District of Nanaimo (RDN) is seeking tenders from experienced and qualified firms to transport biosolids from French Creek Pollution Control Centre (FCPCC). The firm selected in this process will supply and maintain the Roll-Off/Roll-On bins used in the contract.

For the purposes of this Request for Tenders, biosolids are defined as nutrient-rich, humus-like materials that result from the treatment of wastewater. Biosolids that meet regulatory standards are suitable for use as fertilizer and as soil amendments.

FCPCC is located at 957 Lee Road in Parksville, BC. FCPCC typically requires biosolids bins to be transported every three (3) business days. They may be occasional work on weekends or statutory holidays.

Over the agreement, it is anticipated that biosolids loads will be delivered to one of two delivery locations which would be identified in advance by RDN operations personnel (see map of RDN locations in Appendix A - Figure 1)

1. **Harmac Soil Fabrication Site**: This site located near Nanaimo Forest Products – Harmac Pulp Operations (1000 Wave Place, Nanaimo, BC, Canada). Biosolids are mixed with sand and wood waste to fabricate a soil amendment product (biosolids growth medium).

   The Harmac Soil Fabrication Site is the main destination for biosolids deliveries during this contract. Appendix A – Figure 2 contains a map of the on-site delivery location.

   Harmac has recently issued a new access system. Deliveries may be made at any time. The contractor will need to attend Harmac's safety orientation and follow delivery location requirements.

2. **RDN Regional Landfill**: The RDN Regional Landfill is located at 1105 Cedar Road Nanaimo, BC. Biosolids will only be delivered to the landfill on prior approval by the RDN as a last resort if the Harmac Soil Fabrication Site or another contingency site is not available. The Nanaimo Regional Landfill is open 8 am to 5 pm every day of the week.

There is a small possibility biosolids could be sent to an additional location: SYLVIS-Mosaic biosolids management program in Blackjack Ridge near Nanaimo Lakes Road. This site is a contingency site for the Harmac program. Should FCPCC biosolids need to be sent to this location, a firm rate will be negotiated, and the contract amended.

More information on biosolids forest fertilization program can be found on the following website: http://www.rdn.bc.ca/biosolids

In 2022, FCPCC is estimated to produce approximately 1,380 tonnes of biosolids (approximately 139 bin hauls). The total amount of biosolids produced can vary year to year depending on the wastewater treatment process.

Roll-Off bins with dimensions of 20 ft (length) x 8 ft (width) x 6 ft (height) (approximately 30 cubic yards) are currently used at FCPCC to transport biosolids.

The term of this contract will be a twenty-four (24) month period anticipated to be from September 15, 2022, to September 14, 2024, with the possibility of extension for an additional two (2) year term, based upon mutual and successful rate negotiations between both parties confirmed in writing and approval by the RDN Board if required. Firm pricing is required over the initial 2-year term.

2. SPECIFICATIONS AND GENERAL SCOPE

The successful Proponent will be entirely responsible to carry out all work to haul and deliver biosolids to each of three delivery locations.

This work includes supply of all equipment, materials, supplies, labour and supervision necessary to complete the work, including but not limited to transportation of material from the sites, insurance coverage, sufficient Workers Compensation coverage for non-RDN staff etc.

Quotations will be entered into the space provided herein under the heading "Tender Schedule Form", attached as Appendix B.

3. Instructions to Proponents

3.1 Closing Date/Time/Submission Method

Tenders must be received on or before 3:00 PM (15:00 hrs), Pacific Time, September 8, 2022

Submission Method:

By Email: In PDF format with **"22-069 FCPCC Biosolids Hauling RFT"** as the subject line at this electronic address:

alimpus@rdn.bc.ca

Please note: Maximum email file size limit is 20 MB. The Regional District of Nanaimo ("RDN") will not be held responsible for any technological delays of submissions.

Tenders received by any other manner will not be accepted. Tenders will not be opened in public.

3.2 Revisions to Tenders

Revisions to Tenders previously submitted will be accepted provided they are received at the closing location prior to the closing date and time and are signed by an authorized officer of the Company.

3.3 Addenda

The RDN may issue addenda during the procurement process. Each addendum shall be incorporated into and become part of the Requests for Tenders document. No amendment of any kind to the RFT is effective unless it is contained in a written addendum sent out by the RDN's Wastewater Services department. Proponents are solely responsible for checking for all addenda on the RDN Current Bid Opportunities website including said addenda in their final Tender submission.

3.4 Withdrawal of Tenders

Tenders may be withdrawn before the deadline upon written notice to the RDN Contact for Questions.

4. SCOPE OF WORK

The Proponent that is awarded this contract (the "Transporter") will be responsible for meeting the following general requirements and service level expectations:

4.1 General

1) Overall management and administration of the hauling of biosolids to the Harmac Soil Fabrication Site or the RDN Cedar Landfill. Management must include the provision of competent management and administrative staff, appropriate liability insurance, permits, financing and other functions related to the administration of this contract.

2) The Transporter shall perform the work on an as-required basis, according to the requirements of the RDN. RDN wastewater treatment plant operators at the Pollution Control Centres will schedule biosolids pick-ups either on the same day or the previous day. The Proponent shall do everything necessary to perform the work to the satisfaction of the RDN.

3) The Transporter shall be responsible for inspecting, or otherwise satisfying itself about, the road conditions along the route(s). The Contractor should be prepared for winter road conditions and use chains or other traction aids as required. The Contractor shall be responsible for all costs associated with freeing its trucks should they be immobilized.

4) The Transporter will be responsible for completely emptying biosolids from their bins at the designated delivery locations. If there are tarps placed on the stockpiles, biosolids must not be deposited on top of the tarps.

5) The Transporter must comply with all federal, provincial, and local government regulatory requirements including BC Ministry of Transportation and Infrastructure requirements and occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in performance of the Services. The Transporter must also always comply with all site-specific safety and personal protective equipment (PPE) requirements.

6) Roll-off Bins must be capable of holding at least 13 metric tonnes of biosolids (approximately equivalent to 13 m^3). The average biosolids haul will be approximately 10 metric tonnes (10 m^3). The transporter will supply and maintain the bins that would be placed in the loading facilities at FCPCC during the contract. Roll-off/Roll-on Bins must be compatible with the loading facilities at FCPCC.

7) The Transporter must ensure their drivers participate in any site safety orientations at any of the pickup and delivery sites as required.

8) The Transporter will read, understand, and comply with the most current version of the RDN's Spill Reporting Procedures for Biosolids Haulers procedures, and ensure all employees and approved subcontractors working under this Contract read, understand, and comply with the Spill Reporting Procedures for Biosolids Haulers procedures. The most current version of the procedure for FCPCC is presented in Appendix E.

9) The Transporter must comply with requirements of the Wastewater Service's Environmental Management System (ISO 14001:2015). These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful Proponent. This package can be found on the following webpage http://www.rdn.bc.ca/cms/wpattachments/wpID1133atID8478.pdf

4.2 Service Level Expectations

1) Deliveries from FCPCC are typically every two to three days typically between Monday to Friday. There will be occasional work on Sunday and on statutory holidays.

2) The transporter will invoice the RDN monthly on the first working day of the month. Payments will be a net 30-day basis from receipt of invoice.

3) The Transporter will do everything necessary to arrive at the treatment plant at the agreed upon time. Should a pickup schedule change be required, the Proponent will notify pollution control centre staff as soon as possible. It is very important for the operation of treatment facilities that the transporter arrives at the scheduled time. In no cases will the driver arrive 30 minutes after a scheduled pick-up.

4) Truck drivers will work in cooperation with RDN wastewater treatment plant operators and will follow established procedures to measure the weight of biosolids placed in their bins at the Pollution Control Centres. Truck drivers will keep the bin rollers clean after loading. Appendix D contains the current procedures for measuring biosolids weight at FCPCC.

5) Transporters must transport biosolids in a manner to prevent biosolids or liquids from leaving their bins during transport and to prevent exposure of biosolids to the public. Biosolids loads must be tarped. The transporter must immediately notify the RDN of any spills or tracking of biosolids outside of the stockpiles. Transporters are responsible for cleaning up any spills or tracking of biosolids on the ground immediately.

6) The Transporter will also select transportation routes that minimize the impact to the public from the odour of biosolids.

7) The Transporter will notify RDN representative if physical changes in biosolids quality are observed (i.e. tackiness or stickiness) to allow the RDN to keep records of biosolids consistency. The transporter will also notify the Regional District on the status of stockpiles, gate vandalism, and any other significant events.

8) Deliveries to Harmac require a combination lock system at the landfill gate where each contractor has their own lock. Deliveries may be made at any time with Harmac's site access system.

9) The Transporter's drivers will be required to attend Harmac's contractor safety orientation (if not completed already).

10) The Transporter's drivers will follow all delivery location requirements.

4.3 Biosolids Transportation Services Contract

The successful Proponent will be expected to sign the Biosolids Transportation Services Contract (Appendix C). The contract will need to be executed by both parties prior to issuance of a purchase order. This agreement will provide the terms and conditions by which the work will be completed. Please ensure to review this contract in detail, in particular the Project Specific Terms and Conditions.

5. GENERAL

Further information regarding the specifications in this quote may be obtained from:

Regional District of Nanaimo Contact for Questions:
Adrian Limpus,
Engineering Technologist – Wastewater Services
Telephone: 250-390-6509
Email: alimpus@rdn.bc.ca

Proponents that are not familiar with the sites are encouraged to visit.

An optional site visit will be held at French Creek Pollution Control Centre at 957 Lee Road, Parksville, BC on August 25, 2022, at 11 am to allow Proponents to familiarize themselves with the site-specific requirements at the pick-up and delivery locations.

Proponents are required to bring steel toed boots and a high visibility vest.

6. ACCEPTANCE OF TENDERS

The RDN reserves the right, at its sole discretion, to waive any minor defect or irregularity in a tender and to negotiate with any Proponent.

Notwithstanding any other provision in the Tender Documents or any practice or custom in the industry, the RDN in its sole discretion, shall have the unfettered right to:

1. Accept any tender
2. Reject any tender
3. Reject all tenders
4. Accept a tender which is not the lowest priced tender
5. Reject a tender even if it is the only tender received by the RDN; or
6. Negotiate contract terms with any Proponent
7. All the above, as considered by the RDN to be in its best interests

Acceptance of any tender is subject to the tender being within the amount budgeted by the RDN and if the amount of the lowest acceptable tender exceeds the proposed budget the RDN may in its sole discretion cancel this process.

The RDN will not be responsible for tender preparation costs and the Proponent, by submitting a tender absolutely waives any right of action against the RDN. The accuracy of the tender is the Proponent's responsibility.

7. FORMAT

Quotations will be entered onto the space provided herein under the heading "Tender Schedule Form (Appendix B).

8. EVALUATION

Tenders will be evaluated based on price, resources, sustainability, and proponent capability, and not solely on the lowest price.

The RDN recognizes that "Best Value" is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Tender with a higher price, if it offers greater value and better serves the RDN interests, as determined by the Regional District, over a Tender with a lower price. The RDN is allowed to correct any pricing extension errors

The RDN reserves the right to reject tenders from Proponents who are unable to provide evidence that they can provide the necessary labour, materials, equipment, and adequate financial arrangements for satisfactory performance of the work and the provision of services as specified herein.

The RDN shall be the sole judge of a tender and its decision shall be final. The RDN also reserves the right to make such investigations, as it deems necessary, to determine the ability of any Proponent to perform the work or services to be provided.

9. INTERPRETATION

The RDN will not be responsible for or be bound by any verbal instructions, interpretations or explanations issued about this Request for Tenders by the RDN or its representatives with the exception of those confirmed in writing to all Proponents.

10. SELF-RELIANCE

The RDN makes no guarantee on any of the estimates or projections contained in this Request for Tenders and provide this data for information purposes only. Proponents are expected to conduct their own investigations and research of relevant information used to develop their quotations, including but not limited to local, provincial, and federal regulations; and all conditions related to the service provided.

The Tenderer has and shall make no claim against the RDN because of estimates or projections used herein, statements, or interpretations of data made by RDN staff or its agents and agrees that the RDN does not owe it a duty of care in this regard.

11. COLLUSION

Proponents will not engage in collusion of any sort and will ensure that no person or other legal entity, other than the Proponent has an interest in the Proponent'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.

12. INDEMNIFICATION AND INSURANCE

The service contract between the RDN and the successful Proponent will address the following issues to the satisfaction of the RDN:

12.1 Indemnification

The Proponent will be required to indemnify and save harmless the RDN for all liability arising from the contract, including all liability arising from environmental claims under statute or common law of any applicable jurisdiction, including a spill or deposit of special waste or hazardous waste.

12.2 Insurance

The Proponent will be required to provide vehicle, contractor pollution, and commercial general liability insurance as identified in Section 7 of the Biosolids Transportation Services Contract (Appendix C).

12.3 Risk Management

The Proponent will be required to provide for a system to ensure that no special waste or hazardous waste is disposed of contrary to the laws or regulations of an applicable jurisdiction.

13. COMMUNICATIONS WITH RDN

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 Proponent will report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Proponent 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 Proponent will be required to direct all communications related to their contract through the staff members responsible for the project.

14. CONFIDENTIALITY

The RDN is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while section 21 of the Act does offer some protection for third party business interests, the RDN cannot guarantee that any information provided to the RDN can or will be held in confidence. Proponents should indicate what, if any, information it considers to be supplied in confidence. The successful vendor and total amount of the award is routinely disclosed.

APPENDIX A

FIGURE 1 – MAP OF LOCATION OF WASTEWATER TREATMENT FACILITIES AND DELIVERY LOCATIONS

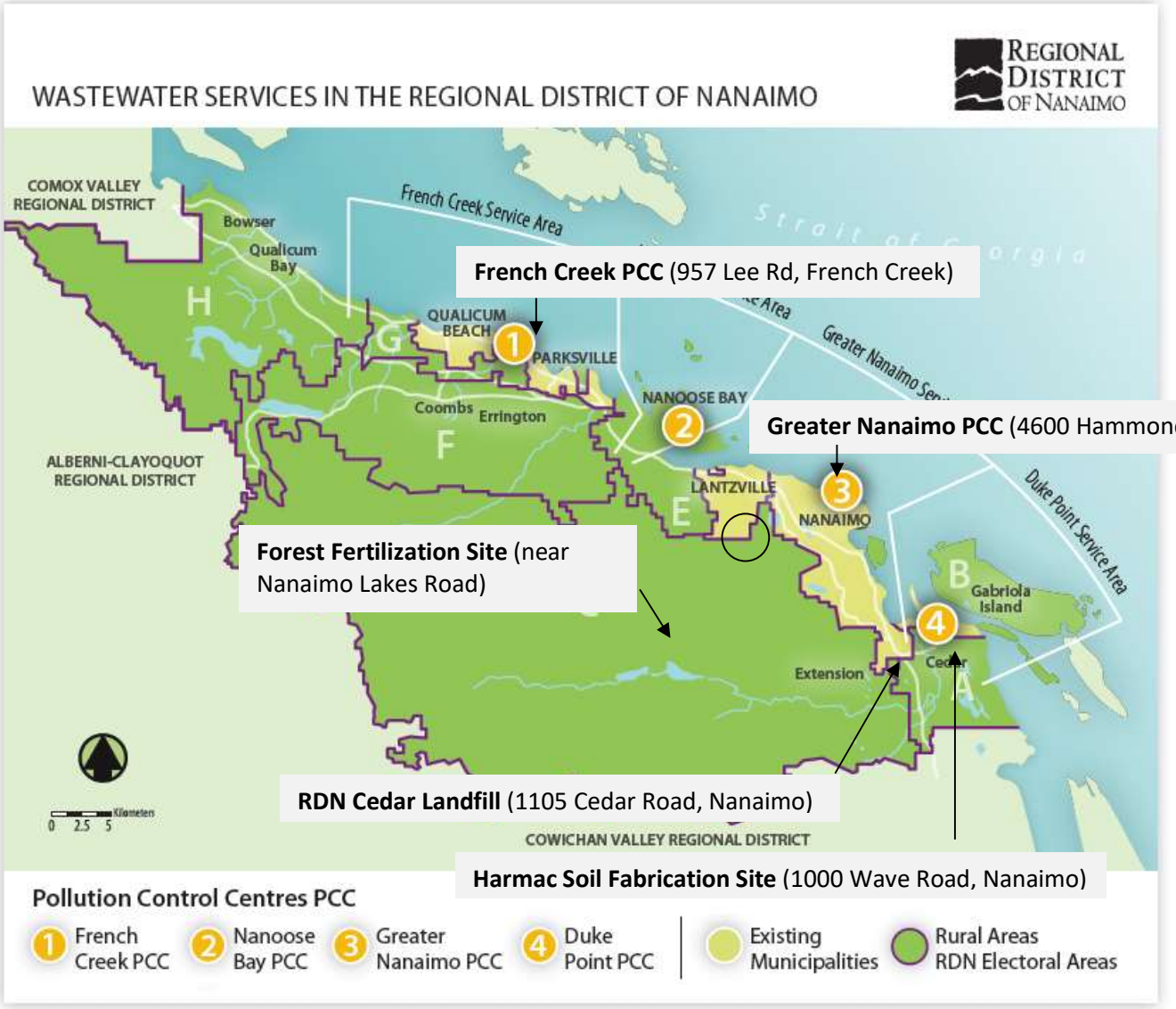
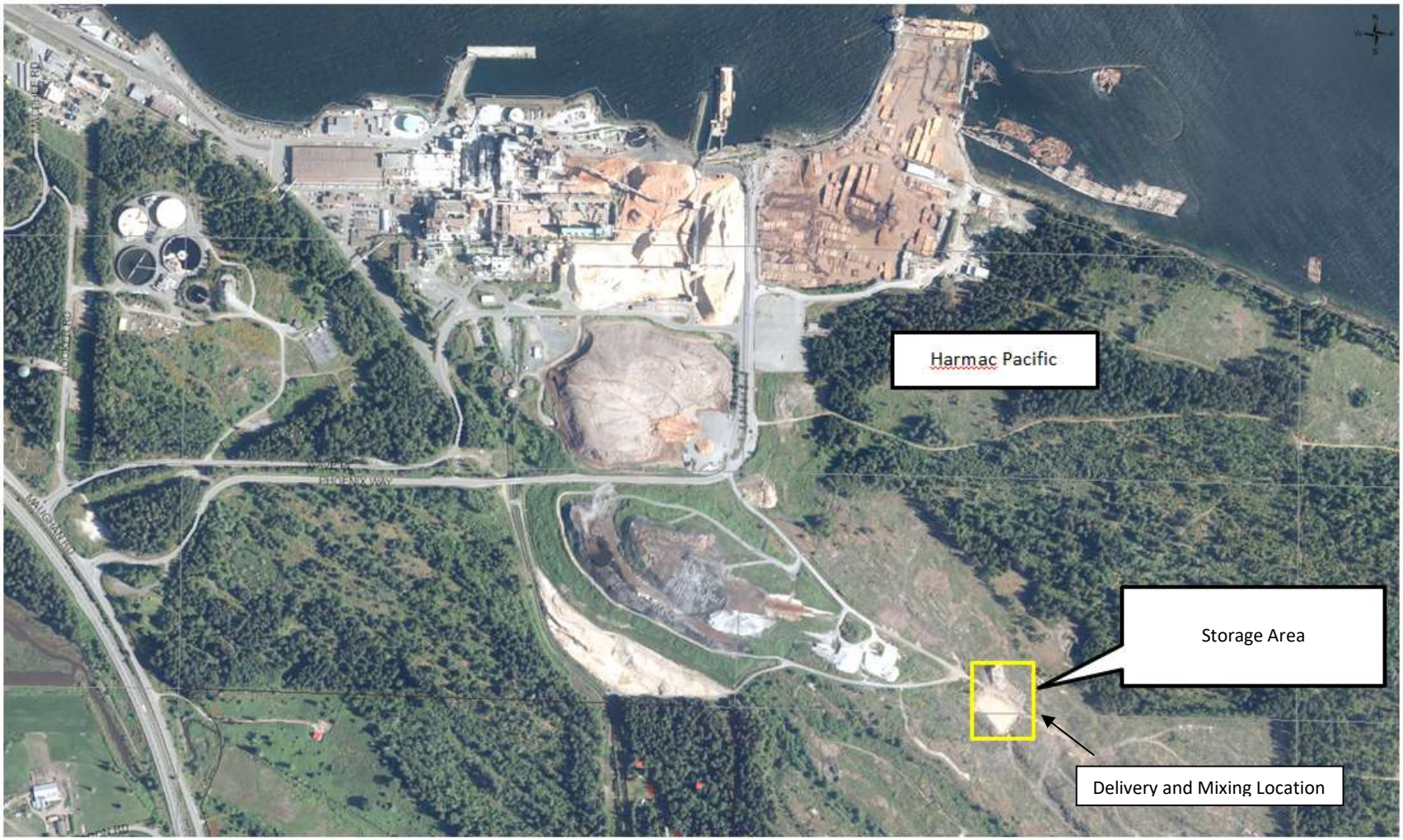


FIGURE 2 – HARMAC SOIL FABRICATION SITE



APPENDIX B
TENDER SCHEDULE FORM
RDN WASTEWATER SERVICES - BIOSOLIDS HAULING
Page 1 of 6

Contractor: _____

Address: _____

Telephone Number: _____ Fax: _____

Name of Contact: _____

Tender Form must be submitted By Email:

In PDF format with **"22-069 FCPCC Biosolids Transportation RFT"** as the subject line at this electronic address:
alimpus@rdn.bc.ca

Please note: Maximum email file size limit is 20 MB. The RDN will not be held responsible for any technological delays. Tenders received by any other manner will not be accepted. Tenders will not be opened in public.

PRICING

Table 1 – Rates from FCPCC to Harmac Soil Fabrication Site – *Initial 2-year term*

Item	Description	Quotation Hauling Charge [1,4]	Estimated Annual Loads	Total Hauling Cost ($) (Tender Hauling Charge x Estimated Annual Loads)
1	Biosolids Hauling from FCPCC to Harmac Soil Fabrication Site	$ /Bin Haul[2,3]	114	
2	Biosolids Hauling from FCPCC to Harmac Soil Fabrication Site (Outside Regular Working Hours[1,])	$ /Bin Haul[2,3]	9	
(A) ESTIMATED ANNUAL COST			**123**	$ (A)

TENDER SCHEDULE FORM
RDN WASTEWATER SERVICES - BIOSOLIDS HAULING
Page 2 of 6

Table 2 – Rates to RDN Cedar Landfill - – *Initial 2-year term*

Item	Description	Quotation Hauling Charge [1,4]	Estimated Annual Loads	Total Hauling Cost ($) (Tender Hauling Charge x Estimated Annual Loads)
1	Biosolids Hauling from FCPCC to RDN Cedar Landfill	$ /Bin Haul[2,3]	5	$
2	Biosolids Hauling from FCPCC to RDN Cedar Landfill (Outside Regular Working Hours[1,])	$ /Bin Haul[2,3]	1	$
(B) ESTIMATED ANNUAL COST (RDN Cedar Landfill)			**6**	$ (B)

Total Tender Estimated Annual Cost (A) Harmac Soil Fabrication Site + (B) RDN Cedar Landfill	**129**	$ (A+B)

NOTES (Table 1, 2, and 3):

1. Regular Working Hours are defined as Monday to Friday from 8:00 am to 4:30 pm Pacific Standard Time (excluding statutory holidays). Outside Regular Hour rates includes Saturday and Sunday, and Statutory Holidays.
2. Bins must be capable of holding at least 13 metric tonnes of biosolids (approximately equivalent to 13 m^3). The average bin haul will be approximately 10 metric tonnes (10 m^3).
3. For comparison purposes, the Cost per Bin Haul will exclude GST and PST.
4. The Tender Hauling Charge must be all-inclusive and will include all costs to be charged to the RDN under the biosolids transportation contract.
5. Rates are firm over the 2-year term anticipated to be from September 15, 2022 to September 14, 2024, and over the extension term (following successful rate negotiations).

TENDER SCHEDULE FORM
RDN WASTEWATER SERVICES - BIOSOLIDS HAULING
Page 3 of 6

QUALIFICATIONS AND EXPERIENCE

The Contractor states that it has performed similar contracts for the following clients and gives permission for the RDN to contact the listed contact person and obtain information pertaining to its performance of similar work. Similar work could include ongoing hauling contracts that require a high degree of service.

Client	**Start Date**	**End Date** (if applicable)	**Contact**	**Phone#**

Contractor Supervisory Personnel

The Contractor states that the following supervisory personnel shall be employed on this Contract:

Name	**Position**	**Experience**

The Proponent agrees to the following:
"The Identified Key Project Team members shall only be replaced with 7 days' notice

TENDER SCHEDULE FORM
RDN WASTEWATER SERVICES – BIOSOLIDS HAULING
Page 4 of 6

RESOURCES

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

_____

TRUCKS

Make	
Model	
Type	
Year	
Location	
Number of Trucks	

Make	
Model	
Type	
Year	
Location	
Number of Trucks	

Make	
Model	
Type	
Year	
Location	
Number of Trucks	

TENDER SCHEDULE FORM
RDN WASTEWATER SERVICES – BIOSOLIDS HAULING
Page 5 of 6

ROLL OFF/ROLL ON BINS:

French Creek Pollution Control Centre:

Size (cubic yards)	Number of bins available

Sustainability

1. Describe the sustainable practices of your firm (note additional information may be provided as an attachment)

2. How do these practices apply to this contract when it comes to lowering greenhouse gas emissions?

3. Provide information on the fuel economy of the trucks used in this contract. If not available, provide a tier level for trucks used to transport biosolids in this contract (see https://dieselnet.com/standards/us/nonroad.php)

TENDER SCHEDULE FORM
RDN WASTEWATER SERVICES – BIOSOLIDS HAULING
Page 6 of 6

ACCEPTANCE

.1 This Tender is open to acceptance for a period of sixty (60) days from the Closing Time/Date.

.2 Submission of this Tender implies acceptance of the existing conditions at all sites.

.3 We understand that the lowest or any Tender will not necessarily be accepted.

.4 The RDN reserves the right to waive minor defects or irregularities in the Tender.

.5 The RDN does not pay fuel surcharges.

.6 We have checked for all addenda prior to submitting our Tender and have incorporated these addenda into our Tender submissions.

.7 Prices are firm over the initial 2-year term, and over the extension term (following successful price negotiations).

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

APPENDIX C -

BIOSOLIDS TRANSPORTATION SERVICES CONTRACT

BIOSOLIDS TRANSPORTATION SERVICES CONTRACT

the Regional District of Nanaimo and the Contractor

THIS CONTRACT dated for reference the day of , 2022

BETWEEN:

(herein called the "**Contractor**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2

(herein called the "**Regional District**")

OF THE SECOND PART

WHEREAS the Regional District requires the services of the Contractor and the Contractor chooses to provide services to the Regional District. The Regional District and the Contractor agree to the terms and conditions contained in Sections 1 through 13 in this Contract and in the five (5) appendices attached hereto. The five (5) appendices are Appendix One – Scope of Work, Appendix Two – Contract Term, Appendix Three – Contract Fees, Appendix Four – Contacts, and Appendix Five – Record Keeping.

1 Definitions

In this Contract, the following terms shall have the following meanings:

"Biosolids" has the meaning assigned to it in the *Organic Matter Recycling Regulation, B.C. Reg. 18/2002*, as amended.

"Contract" means this Biosolids Transportation Contract and Appendices One through Five, inclusive, attached to and forming part of it.

"Mobile Equipment" means unlicensed equipment not permitted to drive on public roads and highways.

"Motor Vehicle" means a vehicle permitted to drive on public roads and highways as defined under the *Motor Vehicle Act*.

"Pollution Control Centre" means either of the one (1) treatment plants operated by the Regional District of Nanaimo that produce loads of biosolids for transport under this Contract, namely the French Creek Pollution Control Centre, but does not include the Duke Point Pollution Control Centre or the Nanoose Bay Pollution Control Centre, which produce sludge but do not produce biosolids for transport under this Contract. Biosolids transport from Greater Nanaimo Pollution Control Centre is under a separate contract.

"Services" means the services to be provided by the Contractor under this Contract including those listed in Appendix One – Scope of Work and all other services that are necessarily incidental to them.

"Term" means the term of this Contract as specified in Appendix Two.

2 Services

The Contractor will provide to the Regional District the Services.

3 Term

The Contractor will provide the Services to the Regional District for the initial 2-year Term. The Term may be extended for one (1) additional two (2) year period based upon mutual and successful negotiations between both parties confirmed in writing and approval by the RDN Board, if required.

4 Termination

4.1 Without Cause

This Contract shall automatically terminate upon expiration of the Term. Prior to the expiration of the Term, Regional District or the Contractor may elect to terminate the Contract for any reason, provided that the Regional District or the Contractor provides 3 months' notice in writing.

4.2 With Cause

The Regional District reserves the right, at its sole discretion, to terminate the Contract, in whole or in part, if the Contractor receives three written letters of notice in a rolling 18-month period for any one or more of the following reasons:

i. Not meeting the Regional District's standard of expected and agreed level of work and performance outlined in this Contract.
ii. Unsafe acts while on Regional District property that could pose a threat to the safety of the Regional District Staff or Public.
iii. Safety infractions on the RDN or Harmac sites.
iv. Unknown sub-contractor or assignment of Work to others.
v. Default or arrears standing at WorkSafe BC.
vi. Expired insurance as required in this Contract.
vii. Expired business license.

viii. Any other reason considered appropriate, at the sole discretion of the Regional District.

4.3 Correction by Regional District

If the Regional District is entitled to terminate the Services under section 4.1 or 4.2, the Regional District may, without limiting any other right or remedy it may have, correct the default of the Contractor and the cost thereof shall be a debt due to the Regional District. The Regional District may deduct the amount of such debt from any payment then or thereafter due to the Contractor.

4.4 Termination

The Regional District may, by written notice to the Contractor, and without limiting any other right or remedy it may have, immediately terminate the Contract in any of the following circumstances:

i. If the Contractor at any time becomes bankrupt, makes an assignment of its property for the benefit of creditors, or if a receiver or liquidator of the Contractor should be appointed;
ii. If the Contractor has failed to commence the Services or to recommence the Services within a period of 3 working days.
iii. If the Contractor breaches sections 8(iii) or 8(iv) of this Contract;
iv. If the Contractor receives three written letters of notice in a rolling 18 month period as outlined Section 4.2;

4.5 Correction by Regional District

If the Regional District is entitled to terminate the Contract under section 4.4, the Regional District may, without limiting any other right or remedy it may have, correct the default of the Contractor and the cost thereof shall be a debt due to the Regional District. The Regional District may deduct the amount of such debt from any payment then or thereafter due to the Contractor.

4.6 Payment on Termination

The parties expressly agree that upon termination of this Contract at any time and for any reason, there shall be no monies owing or payable by the Regional District to the Contractor other than monies already accrued and owing to the Contractor up to the date of termination, provided that the Regional District may withhold any sum necessary to compensate it for damages suffered or costs incurred as a result of the default of the Contractor, including without limitation any sum referred to in sections 4.3 and 4.5.

5 Contract Fees

The Contract fees are as outlined in Appendix Three – Contract Fees.

5.1 Obligations of the Regional District

The Regional District will:

i. Subject to the terms of this Contract, on approval of an invoice pay to the Contractor the fees stipulated in Appendix Three, in full settlement for the Services rendered to the date of the invoice;

ii. Make available to the Contractor all available information considered by the Regional District to be pertinent to the Services and shall provide the Contractor with access to the Regional District's facilities.

5.2 Written Invoice

The Regional District will pay the Contractor within 30 days of the receipt and approval of a written invoice from the Contractor for Services, provided that each invoice covers a period of not less than 30 days and is accompanied with such supporting documentation as may be reasonably required by the Regional District. The Contractor will submit their invoices to the RDN on the 1st working day of each month.

6 Approved Subcontractors

The Contractor must not subcontract the Services or any part of the Services unless the Contractor has obtained the written approval of the Regional District at least 30 days prior to the commencement of any subcontracted work.

7 Insurance

7.1 General

The Contractor shall, prior to commencement of the Services and at its expense, obtain and maintain, until all conditions of the Contract have been fully complied with, insurance coverage in wording and in amounts as hereafter specified unless altered by mutual agreement. Any additional coverage that the Contractor may deem necessary to fulfil its obligations under this Contract shall be at the Contractor's own discretion and expense.

7.2 Conditions

i. Insurance shall be placed with reliable insurers registered and licensed to issue insurance in the Province of British Columbia and shall be in a form acceptable to the Regional District

ii. Before starting the work under this contract, the Contractor shall give the Regional District proof of all specified insurance and when requested, within ten (10) working days thereafter, a certificate of insurance evidencing coverage.

iii. Insurance shall run continuously for the entirety of the Term.

iv. The Contractor shall be responsible for payment of all deductibles under policies and insurance provided by the Contractor.

v. Loss or damage covered by an insurance policy shall not affect the Regional District's or Contractor's rights and obligations under this contract. The Contractor's insurance shall be primary, and in the event of a claim for which both the Regional District and the Contractor are to be indemnified under a policy of insurance, the proceeds shall be applied first to the full settlement of the claim of the Regional District and the balance, if any, to the claim of the Contractor.

7.3 Vehicle Insurance Requirements

The Contractor shall arrange automobile insurance coverage with inclusive limits of not less than five million dollars ($5,000,000), affording third party liability and accident benefits insurance, as provided by the Insurance Corporation of British Columbia in accordance with the *Insurance (Vehicle) Act* for all licensed vehicles owned, leased, rented or used in the performance of this Contract.

The Contractor shall not operate or allow entry onto the Regional District property or project site, any unlicensed motor vehicle. Unlicensed mobile equipment will be insured by the Contractor for physical damage and liability.

7.4 Commercial General Liability Insurance Requirements

The Contractor shall arrange commercial general liability coverage in an amount not less than five million dollars ($5,000,000) per occurrence for bodily injury, death, or property damage, including coverage for loss of use. Such policy shall include the Regional District as an additional insured, and shall include a cross liability and severability of interest clause, and a waiver of subrogation clause in favour of the Regional District.

7.5 Contractor's Pollution Liability Insurance

Contractors' Pollution Liability Insurance coverage shall be obtained to a limit of not less than $2,000,000 on a per-occurrence basis.

7.6 WorkSafeBC Clearance Letter

To prove good standing with WorkSafeBC, the Contractor will provide a current WorkSafeBC clearance letter prior to commencement of the Services, and from time to time upon the request of the Regional District.

8 Contractor Requirements

The Contractor shall:

i. Provide to the Regional District the Services during the Term for the fees stipulated in Appendix Three in accordance with the terms and conditions of this Contract, notwithstanding the date of the execution and delivery of this Contract;

ii. Supply at its own expense all labour, equipment and materials necessary to perform the Services except as specifically set forth herein;

iii. Comply with all applicable laws, regulations, and requirements of federal, provincial, municipal and other governing authorities;

iv. Comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* in performance of the Services and the Contractor represents and warrants to the Regional District that it is in compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Contractor must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times;

v. Not assign this Contract nor sub-contract any right, duty or obligations hereunder to any person, firm or corporation without the prior written consent of the Regional District and any attempt to so assign or sub-contract without such consent of the Regional District shall be null and void and of no effect;

vi. Ensure that all persons employed or engaged by it to perform the Services have the qualifications, experience and capabilities necessary to perform the Services;

vii. Establish, maintain and submit records, as required

viii. Not advertise or otherwise publicize its working relationship under this Contract without the prior written consent of the Regional District;

ix. Indemnify and save harmless the Regional District, its directors, officers, employees, agents, servants and assigns from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (including legal fees on a solicitor and own client basis) that the Regional District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or any of the Contractor's agents, employees, directors, officers, or subcontractors engaged in connection with the Services excepting always liability to the extent arising out of the independent wilful acts of the Regional District. This Section 8 (ix) shall survive the expiry of the Term or the earlier termination of this Contract;

x. During the Term of this Contract, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Section 7;

xi. Remedy deficiencies in the Services promptly on request of the Regional District for a period of one (1) year after the Term, at no charge to the Regional District. This Section, 8 (xi), shall survive the expiry of the Term or the earlier termination of this Contract.

9 General Terms and Conditions

i. The Regional District and the Contractor are separate legal entities and as such the Contractor shall not be the employee or agent of the Regional District and accordingly shall not purport to enter into any contract or subcontract on behalf of the Regional District or otherwise act on its behalf. The Contractor hereby acknowledges that the Regional District shall not be required on behalf of the Contractor to make remittances or payments required by statute of employers and that the Contractor and its employees shall not be entitled to any benefits provided by the Regional District to its employees.

ii. This Contract is made and shall be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

iii. Time is of the essence of this Contract.

iv. Any notice required to be given hereunder shall be written and may be faxed, delivered by hand, emailed, delivered electronically or mailed by prepaid registered mail to the addresses on the first page of this Contract (or at such other British Columbia address as either party may from time to time designate in writing to the other); and any such notice mailed will be deemed to be received on the fifth business day after mailing (weekends, statutory holidays and days on which there is postal service disruption excepted), and any notice delivered by another means will be deemed to be received upon actual receipt.

v. If any provision of this Contract is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Contract and any such provision shall be severable from the remainder of this Contract.

vi. No waiver by either party of any breach of a provision of this Contract shall be deemed to be a waiver of any other breach of this Contract.

vii. Notwithstanding anything herein to the contrary, neither party hereto shall be deemed in default with respect to the performance of the terms, covenants, and conditions of this Contract if the same shall be due to any reason beyond the reasonable control of the party including due to any strike, lockout, civil commotion, sabotage, governmental regulations or controls or acts of God. Any party affected by an event of Force Majeure shall give notice of such event to the others as soon as it becomes aware of such event and shall take all reasonable steps to mitigate the effects of such event.

viii. The Contractor acknowledges that during the Term of this Contract, that the Contractor or any of the Contractor's agents, employees or subcontractors may have access to confidential information concerning the Regional District or other third parties dealing with the Regional District which information is of a special and unique value respecting the operation and affairs of the Regional District and such third parties ("Confidential Information"). The Contractor agrees that any Confidential Information which has or will come into its possession or knowledge in connection with the Services shall be held in the strictest confidence and that, during the Term of this Contract or at any time thereafter, the Contractor, or any of the Contractor's agents, employees or subcontractors shall not make use of the Confidential Information other than in the

performance of the Services and shall not disclose or release it to any other party. This section shall survive the expiry of the Term or the earlier termination of this Contract.

ix. The Contractor also acknowledges that all documents submitted to the Regional District become the property of the Regional District. The Regional District is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of that *Act* does offer some protection for third party business interests, the Regional District cannot guarantee that any information provided to the Regional District can be held in confidence. To the extent that is it legally able to do so the Regional District may, but will not be obligated to, hold in confidence any information specifically identified by the Contractor as being confidential.

x. Upon request of the Regional District, the Contractor shall permit the Regional District to inspect, review, retain and/or copy all material pertaining to the Services and upon the request of the Regional District during the Term of this Contract, or upon termination of this Contract, the Contractor shall immediately deliver to the Regional District any or all materials or confidential information pertaining to the Services, together with all copies thereof and extracts there from, which may be in the possession or under the control of the Contractor or its agents, employees or subcontractors

xi. All assets and property provided by the Regional District to the Contractor or any of the Contractor's agents, employees or subcontractors will be and remain the exclusive property of the Regional District and shall be delivered by the Contractor to the Regional District immediately upon the Regional District giving notice of such request to the Contractor and shall be returned to the Regional District forthwith upon the completion of the Services or earlier termination of this Contract in the same or better condition than they were at the time of delivery to the Contractor or its agents, employees or subcontractors.

xii. No alteration or amendment to this Contract shall be effective unless the same is in writing and duly executed by the parties hereto in the same manner as this Contract.

xiii. Where the Contractor is an incorporated company, the Contractor hereby represents and warrants to the Regional District that the signatory has been duly authorized by the Contractor to enter into this Contract without corporate seal on behalf of the said company.

xiv. This Contract may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together, shall constitute one and the same Contract.

10 Contacts

For the administration of this Contract, the primary contact for the Regional District and the Contractor are found in Appendix Four – Contacts.

11 Project Specific Terms and Conditions

i. The Contractor must immediately notify the Regional District of spills of any kind caused by the Contractor and clean-up of these spills will be the financial responsibility of the

Contractor. The Contractor must report major spills to the Regional District, SYLVIS, and Emergency Management BC.

ii. The Contractor shall read, understand and comply with the Regional District's Spill Reporting Procedures for Biosolids Haulers procedure and ensure all employees and approved subcontractors working under this Contract read, understand and comply with the Spill Reporting Procedures for Biosolids Haulers procedure.

iii. The Contractor shall perform the work on an as-required basis, according to the requirements of the Regional District. Regional District staff at the Pollution Control Centres will schedule biosolids pick-ups either on the same day or the previous day. The Contractor shall do everything necessary to perform the work to the satisfaction of the Regional District. The Contractor shall do everything necessary to arrive at the Pollution Control Centre at the agreed upon time. Should a pickup schedule change be required, the Contractor will notify Regional District staff as soon as possible. It is very important for the operation of treatment plants that the transporter arrives at the scheduled time. In no cases will pick-ups occur 30 minutes after the scheduled time.

iv. Deliveries from FCPCC are typically every three days between the hours of 8:30 AM to 4:30 PM from Monday to Friday. There will be occasional work on weekends and on statutory holidays.

v. The Contractor's truck drivers must completely empty their bins at the delivery location. If it is not possible to deliver to location identified, the RDN must be notified the same day and will specify an alternative delivery location. If there are tarps placed on the delivery locations, biosolids must not be deposited on top of the tarps.

vi. Actual biosolids quantities available for shipping may vary on a daily, weekly, monthly or even seasonal basis. Variations in production may be unpredictable due to factors such as: treatment plant flows, seasonal (including daily, weekly, monthly) influences on influent quality, and process/maintenance adjustments, or the like.

vii. The Contractor will notify the Regional District representative if physical changes in biosolids quality are observed (i.e. tackiness or stickiness). The Transporter will also notify the Regional District on the status of stockpiles, gate vandalism, and any other significant events (illegal dumping, washouts, etc.).

viii. The biosolids quantities and service frequency estimates stated herein are based on recent information obtained from the Pollution Control Centres. The Regional District makes no guarantee of quantities to be transported or the frequency of service requirements.

ix. Trailers used must be clean and free from other biosolids or substances transported by the Contractor. The Regional District will solely determine what is "clean and free from other biosolids or substances". There is no storage available at the Pollution Control Centres.

x. It is the responsibility of the Contractor to ensure that all loads are completely covered or tarped and the trailers have appropriate seals to prevent the escape of biosolids during transport. The Contractor will also select transportation routes that minimize the impact to the public from the odor of biosolids.

xi. The Contractor's truck drivers will work in cooperation with Regional District's wastewater treatment plant operators and will follow established procedures to measure the weight of biosolids placed in their bins at the Pollution Control Centres. The Contractor will keep the bin rollers clean after loading.

xii. Roll-off/Roll-on Bins must be capable of holding at least 13 metric tonnes of biosolids (approximately equivalent to 13 m^3). The average biosolids haul will be approximately 10 metric tonnes (10 m^3). The Contractor will supply and maintain the bins that would be placed in the loading facilities at FCPCC during the contract. The Contractor will place an empty bin in place when removing the filled bin for transport. Roll-off/Roll-on Bins must be compatible with the loading facilities.

xiii. The Contractor will make every reasonable effort to ensure trailers are loaded to achieve as close to maximum payloads as safely possible. This may require manually raking loads or providing advice to the Regional District on improvements to loading mechanisms/procedures, as and when required. The Regional District will not accept responsibility for fines or charges related to overweight tickets.

xiv. The biosolids are to be neatly stockpiled at each location as agreed by the Regional District and the Contractor at project initiation. Stockpiles shall be arranged to minimize the footprint, with each truckload dumped immediately adjacent and overlapping the other. Biosolids will be deposited adjacent to any tarping placed on the biosolids stockpiles. In no cases will truck drivers will dump biosolids on top of the tarps placed on the stockpiles. Biosolids that are dumped in the wrong location on the site shall be relocated immediately by the Contractor at no additional cost to the Regional District. In the event that the Contractor does not relocate the biosolids in the time frame allocated by the Regional District, the Regional District may move the material and back-charge the Contractor for all costs.

xv. Drivers must ensure that all trucks have tailgate pins, chains and alternate/secondary locking mechanisms in place while loaded and before leaving any site. Trucks and trailers shall be clean before leaving any site and covering tarps shall be properly secured during transportation to prevent spillage. The Contractor shall use public highways and designated truck routes, avoiding residential areas whenever possible, and shall ensure that laden trucks are not left parked in high-traffic areas for extended periods of time. The Contractor shall assume responsibility for the biosolids when on public roadways and/or sites.

xvi. The Contractor shall be responsible for inspecting, or otherwise satisfying itself about, the road conditions along the route(s). The Contractor should be prepared for winter road conditions and use chains or other traction aids as required. The Contractor shall be responsible for all costs associated with freeing its trucks should they be immobilized. The Regional District will not be responsible for any additional costs borne by the Contractor for delays due to transportation delays or inclement weather.

xvii. The Contractor shall be held accountable for any damage resulting from its trucks or trailers to any plant or site equipment. The Contractor shall rectify any loss or damage to treatment plant or site structures or equipment which, in the opinion of the Regional District, is the result of the actions or operations of the Contractor and/or the unsuitability

of the Contractor's equipment. This shall be done at sole cost to the Contractor and to the satisfaction of the Regional District.

xviii. All trucks, trailers and other vehicles operated on public roads must be licensed and be mechanically sound, regularly checked, inspected in accordance with the commercial vehicle inspection program, and properly maintained for potential defects including items such as surface or structural rust, visible dents, bulging, cracks, or damage. Trailers must be equipped with tarping mechanisms and tailgate seals to avoid spillage of the biosolids during transport.

xix. The Regional District shall not be liable for any additional costs arising from delays due to activities at the pickup site or at any of delivery sites.

xx. The Contractor must forward all questions and/or inquiries about the biosolids program from the public or any other party to the Regional District within two business days of receipt of the questions and/or inquiries.

xxi. The Contractor will invoice the Regional District monthly on the first working day of the month.

xxii. The Contractor will be required to submit their internal procedures for responding to spills to SYLVIS and the RDN for review. The Contractor will amend their internal spill response procedure if recommended by SYLVIS and/or the RDN. The Contractor will also ensure all employees and approved subcontractors working under this Contract read, understand, and comply with the internal spill response procedure.

xxiii. The Contractor must ensure their drivers participate in any site safety orientations at any of the pickup and delivery sites as required.

.

xxiv. Whereas the Regional District of Nanaimo's Wastewater Services (WWS) is operating to the ISO 14001:2015 standard, it is a condition of this contract that the Contractor comply with the WWS' Environmental Management System (EMS).

As per PM-08.0 Element 7.2 Competence and Element 7.3 Awareness, paragraph 5.11 of the WWS' EMS Policy and Procedure Manual:

1. Any contracted personnel whose activities can create a significant impact (as defined by the WWS' EMS) on the environment are required to undergo training. Such training will require one session of approximately one half hour.

2. While the Regional District of Nanaimo (the RDN) will provide the initial training to a representative Contractor, it is the responsibility of the Contractor to train the Contractor's own personnel, as well as any personnel of the Contractor's Subcontractor who will be working on a site of WWS.

3. The Contractor hereby warrants that it will provide any ISO 14001 related training which the RDN deems necessary to the Contractor's own personnel and any personnel of the Contractor's Subcontractor and will forward records thereof to the RDN at no additional charge to the RDN.

12 Biosolids Handling

Biosolids may contain residual microorganisms from the wastewater treatment process that can include residual levels of pathogens. The risk of infection is similar to the handling of animal manure and other soil materials and is primarily via hand-to-mouth contact. Simple precautions such as wearing gloves and washing hands, particularly before eating or other hand-to-mouth activities, will virtually eliminate any risk to people handling this material. Biosolids production and management is regulated under the *B.C. Organic Matter Recycling Regulation (OMRR).* Further information about standards for treatment processes and biosolids quality in the OMRR, can be accessed at:
http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/18_2002

The Contractor shall be responsible for ensuring that all project staff and equipment operators are well informed about the importance of practicing good hygiene when handling biosolids as with all soil materials. The Contractor shall also ensure that all staff and equipment operators have and use boots, gloves and disinfectant soap. The Contractor shall be responsible for obtaining additional information as required to ensure their workers are adequately trained and informed. The Contractor shall also take all reasonable actions and precautions to avoid or minimize public contact with the biosolids.

13 Record Keeping & Scale Records

The Contractor shall be responsible for ensuring the biosolids are delivered to the correct delivery point and for keeping and maintaining detailed delivery records. Mutually suitable weighing arrangements shall be in place prior to shipping.

Construction activities may occur at any of the Pollution Control Centres during the Term. The Contractor should be aware that equipment and truck traffic may be encountered at Pollution Control Centres and biosolids stockpile areas. The Contractor shall comply with site-specific traffic, safety and speed restrictions at all sites and on all roadways. Site safety indoctrinations are often required and must be completed by the Contractor and all applicable staff prior to project commencement.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract the day and year written above.

SIGNED AND DELIVERED on behalf of
the Regional District of Nanaimo

by its Authorized signatory

Name:

Title:

SIGNED AND DELIVERED on behalf of

Authorized signatory

Name:

Title:

APPENDIX ONE – SCOPE OF WORK

Table 1: Delineation of responsibilities within scope.

Task or Activity	Responsibility
	The Contractor
Transportation scheduling (scheduled on an as-required basis with staff at the pollution control centre)	✓
Transportation of biosolids from the Pollution Control Centres to the Harmac Soil Fabrication Site, or RDN Landfill as identified in advance by the RDN.	✓
Follow established RDN procedures for measuring the weight of biosolids transported *(within Appendix D in 22-069 FCPCC Biosolids Transportation RFP).*	✓
Provision of Roll Off / Roll On bins used to haul biosolids during the contract. Bins used must be compatible with loading sites in the dewatering building at FCPCC.	✓
Follow RDN Spill Reporting Procedures for Biosolids Haulers *(within Appendix E in 22-069 FCPCC Biosolids Transportation RFP).*	✓
Monthly invoicing	✓
Communications with the Regional District	✓
Inform the Regional District of consistency issues with the biosolids (such as stickiness or tackiness) and the status of stockpiles, gate vandalism, or other significant events (illegal dumping, washouts, etc.)	✓
Adherence to safety requirements of the RDN and Harmac, delivery and pick up sites.	✓

APPENDIX TWO – CONTRACT TERM

Commencement and Termination Dates

This Contract commences on September 15, 2022, and will, subject to Section 3, terminate on September 14, 2024. The Term may be extended for one (1) additional two (2) year period based upon mutual and successful negotiations between both parties confirmed in writing followed by approval by RDN internal processes.

APPENDIX THREE – CONTRACT FEES

Appendix "B" – Quotation Schedule Form submitted by successful Proponent in response to the **2022 Biosolids Hauling Request for Tenders (RFT)** is enclosed.

APPENDIX FOUR – CONTACTS

THE REGIONAL DISTRICT WASTEWATER SERVICES CONTACTS

Project Role	Name	Job Title	Email	Office	Mobile
FCPCC Contact	Marty Wickman	Acting Chief Operator (FCPCC)	mwickman@rdn.bc.ca	250-248-5794	
RDN Biosolids Program Contact	Adrian Limpus	Engineering Technologist	alimpus@rdn.bc.ca	250-390-6509	

CONTRACTOR CONTACTS

Project Role	Name	Job Title	Email	Office	Mobile

APPENDIX D -

PROCEDURES FOR MEASURING BIOSOLIDS WEIGHT AT FCPCC

FC-OP-12.0 FCPCC Documentation of Dewatered Biosolids Weight

1.0 PURPOSE

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

2.0 RESPONSIBILITY

2.1 It is the responsibility of the Chief Operator to provide and update these procedures to staff members at FCPCC.

2.2 It is the responsibility of the staff to read, understand and implement these procedures.

3.0 PROCEDURES

3.1 At the renewal of the contract, the trucks and empty bins used for the transportation of the biosolids are weighed a number of times so an average truck and bin weight can be ascertained. The average weight is entered into the Excel spread sheet formula for determination of biosolids quantity.

3.1.1 Truck removes full bin from hopper room and replaces it with empty bin.

3.1.2 The driver weighs full bin and truck and enters date and truck # onto load slip.

3.2 The operator goes to the Dewatering Building Control Room, and enters the total weight into excel to extrapolate the biosolids mass. The biosolids mass is transcribed onto the load slip and total sludge slip. The load slip and total sludge slip are stapled together and given to the lab operator.

3.3 The lab operator enters the weight of centrifuged and hauled biosolids and number of bins hauled into WaterTrax. NOTE: No rounding of values.

4.0 ATTACHMENTS

APPENDIX E -

BIOSOLIDS SPILL REPORTING PROCEDURES

FC-EP-12.0 Spill Reporting Procedures for Biosolids Haulers

1.0 PURPOSE

1.1 To ensure the correct Spill Reporting procedure is followed should a spill occur by haulers transporting biosolids.

A spill is a release or discharge (except as authorized or allowed by the Environmental Management Act, an approved environmental management plan or a permit) into the environment of a substance in an amount equal to or greater than the given amounts for the substance in the act. (*BC Spill Reporting Regulation Regulation).*

2.0 RESPONSIBILITY

2.1 It is the responsibility of haulers that transport biosolids from the French Creek Pollution Control Centre (FCPCC) to follow the following preventative actions:

- Ensure vehicles are maintained regularly.
- Clean biosolids or soil material off trucks after loading and unloading the bins.
- Ensure proper maintenance, inspect seals on gates and hose fittings, and check for a tight fit on the load tarp prior to every outbound trip
- Be familiar with transportation routing and choose the safest and least intrusive path.
- Ensure that the driver is prepared (experienced) and that the truck is fitted (e.g., chains) for operation according to the weather conditions.
- Avoid overloading and applying the brakes suddenly.

2.2 It is the responsibility of Supervisors/Managers from the transportation company to ensure the RDN's Biosolids Spill Procedures are communicated to and understood by their drivers and subcontractors. Supervisors/Managers should also ensure that drivers have a copy of this procedure.

2.3 It is the responsibility of the Chief Operator at FCPCC to ensure that this procedure is posted in a location where it would be visible by truck drivers hauling biosolids.

3.0 PROCEDURES

3.1 The Procedures followed will vary depending on whether the spill is classified as a Major Spill or a Minor Spill.

3.2 Procedures for Minor Spills

Minor spills are defined as biosolids spills that can be cleaned up by 1 person with standard hand tools (shovel) in less than 15 minutes. Minor spills include biosolids tracking by equipment or haul trucks on private and public roads.

All Minor spills at FCPCC or between FCPCC and the forestry application site need to be reported to FCPCC's Chief Operator (Chris Kerman)

- FCPCC 0800hrs-1630hrs: Office: 250-248-5794 ext 6312 / Cell: 250-927-1040

  In the event Chief Operator cannot be reached, please contact ext. 6300 and ask for Acting Chief Operator.

- FCPCC After Hours: Call pager at 1-888-250-7296

Minor spills at Harmac need to be reported to Ryan Prontack at Harmac Pacific, Engineering Superintendent, Tel: 250.722.4237.

Minor spills at the forestry application contingency site need to be reported to the SYLVIS RDN Biosolids Program Manager (Katrina Miller Office: 604-777-9788 ext. 210 Cell: 604.803.9899),

Minor spills however do not need to be reported to Emergency Management BC.

In the case of minor spills, the driver should:

1) Remove the bulk of the spilled material with a flat shovel and bucket,
2) Load recovered material back into the truck's bin (unless disabled) or other equipment, and
3) Sweep up any residue if spilled on a hard surface.

3.3 Procedure for Major Spills

Major spills are defined as any release of biosolids that cannot be cleaned up by the driver alone in less than 15 minutes (usually involving a tonne or more), or that immediately threaten people, property, or surface/ground water. It is the responsibility of the driver to act as the first responder in the case of a major spill and initiate the cleanup response until relieved of this duty by a supervisor. Drivers should familiarize themselves with the proper steps to take in the event of a major spill, given below.

The main steps to responding to a major spill are:

1) Ensure the immediate safety of the people involved
2) Contain the spill and control/protect the spill area using berms.
3) Report the spill to immediate supervisor
4) Cleanup and recover spilled materials
5) Reclaim areas affected by cleanup activities

6) File spill report

7) Document incident and cleanup response efforts

All spills should be cleaned up as soon as possible, within 24 hours. Spill cleanup will depend largely upon the location and site specifics of the spill area. Spill cleanup costs will be the responsibility of the transportation company.

3.3.1 Stopping a Major Spill and Controlling the Area

In the event that a major spill does occur, the first immediate action should be to assess the health and safety hazards, ensure the safety of others, and if safe then stop and contain the source of the spill. Evaluate the origin of the spill and take the required steps to close or plug the source. Identify the extent of the spill.

Once the immediate risk has been controlled, contact the dispatcher as soon as possible

The dispatcher will contact FCPCC's Chief Operator (Chris Kerman) if the spill occurs at FCPCC or between FCPCC and the Harmac Soil Fabrication Site (or another site where FCPCC biosolids are being delivered to).

- FCPCC 08:00hrs-16:30hrs: Office: 250-248-5794 ext 6312 / Cell: 250-927-1040

  In the event Chief Operator cannot be reached, please contact ext. 6300 and ask for Acting Chief Operator.

- FCPCC After Hours: Call pager at 1-888-250-7296

Major spills at Harmac must be reported to Ryan Prontack at Harmac Pacific, Maintenance and Engineering Manager, Tel: 250.722.4237 Cell: 250-714-4787.

Major spills at the forestry application contingency site need to be reported to the SYLVIS RDN Biosolids Program Manager (Katrina Miller Office: 604-777-9788 ext. 210 Cell: 604.803.9899),

Once the spill has been stopped and contained, cleanup procedures will commence.

If the spill has occurred on a roadway, the driver should:

1) Pull the vehicle off to the side of the road,

2) Attend to any immediate safety or medical needs by calling 911 (if the spill was caused by a collision), and

3) Mark off the boundaries of the spill with cones, flares or other visible markings and redirect traffic if necessary.

Biosolids spilled in the roadway can create unsafe or nuisance driving conditions. Once all immediate safety needs are dealt with (1–3, as listed above), the driver should keep other vehicles from driving through the spilled material.

All efforts should be made to prevent spilled biosolids from impacting surface or groundwater. If the spill is in imminent danger of encountering surface or ground

water, the driver should take whatever steps are available to prevent the material from spreading beyond the spill site using the following methods:

- Block off nearby drains,
- Construct containment dikes or berms out of sand, soil, and sandbags.

3.3.2 Cleaning a Major Spill

It is the responsibility of the transportation company to organize any required extra personnel or equipment to aid in the cleanup operation. Cleanup cost will be the responsibility of the transportation company. FCPCC's Chief Operator should be notified immediately (Chris Kerman). Those involved in cleanup should wear the appropriate personal protective equipment, not eat, drink or smoke on the cleanup site, and thoroughly wash hands and clothing after stopping work.

If a major spill has occurred on a public right-of-way, the driver should:

- Contact the local law enforcement after road markings have been put in place
- Be prepared to explain the location and extent of the spill and communicate to law enforcement that the spill is of "non-hazardous, non-toxic" biosolids.

If a significant amount of material has been spilled on private property, the landowner should be informed as soon as is feasible. The driver and others involved in the cleanup should not speak to any local news media if questioned about the incident but should direct all inquiries to their supervisor or response team leader. The supervisor/leader will make it clear that the biosolids be transported are a fertilizer and not a hazardous waste. During cleanup the material should then be recovered as rapidly as possible, using the following approach:

- Contact a vacuum truck service to clean the road surface. The caller should be prepared to explain the location of the spill and an estimate of the amount of material spilled, and
- Store the recovered material in the vacuum truck or in another vessel/vehicle (do not deposit back into the transportation truck until the spill has been evaluated by a supervisor as the material may be contaminated).

If the spill has occurred at Harmac:

- Inform Ryan Prontack at Harmac Pacific, Engineering Superintendent, Tel: 250.722.4237 of the extent of the spill as well as the actions taken to clean the spill.

If the spill has occurred within the forestry application contingency site:

- Inform the RDN Biosolids Program Manager at SYLVIS (Katrina Miller Office: 604-777-9788 ext. 210 Cell: 604.803.9899) of the extent of the spill as well as the actions taken to clean the spill.

- Contact SYLVIS's Equipment Operator (Karl Steinicke Office: 604-777-9788 / Cell: 604-374-7192) at the forestry application site to arrange use of the loader to help with the cleanup.

Once the bulk of the material has been collected, the dark-coloured streaks of residue on the surface must be cleaned up.

- Absorb residue with sand or cat litter and sweep up, or
- Rinse away residue with water.

The goal should be the soonest possible cleanup of any major spill, with cleanup operations to be completed no later than 24 hours after a spill occurs.

3.3.3 Reporting a Major Spill and Documenting Cleanup Activities

After a major spill (usually greater than one tonne), contact the FCPCC's Chief Operator (Chris Kerman) immediately after contacting the Supervisor. The Supervisor will identify an individual who will be the response team leader who will then initiate reporting of the spill to the appropriate authorities. The *Spill Reporting Regulation (Reg. 263/90*) of the *Environmental Management Act* requires that the spill be immediately reported to Emergency Management British Columbia (EMBC) at their 24-hour report line. The RDN will contact the appropriate provincial office of the Ministry of the Environment (see Contact List) as soon as possible. It is expected that in the case of a larger spill that in addition to notifying the EMBC and the regional Ministry of Environment field office, the local municipality would also be informed.

The following information should be provided when reporting the spill to EMBC:

- The contact information for the individual making the report, the responsible person in relation to the spill, and the owner of the substance spilled.
- The contact information for the individual making the report, the responsible person in relation to the spill, and the owner of the substance spilled.
- The date and time of the spill
- The location of the spill site
- A description of the spill site and the surrounding area
- A description of the source of the spill
- The type and quantity of the substance spilled
- A description of the circumstances, cause, and adverse effects of the spill
- Details of action taken or proposed to comply with the Responsible Persons section (Section 91.2 (2)) of the *Environmental Management Act.*
- The names of the government, federal government, local government and First Nation government agencies at the spill site
- The names of other persons or government, federal government, local government, or First Nation government agencies advised about the spill.

The transportation company supervisor will work with FCPCC's Chief Operator (Chris Kerman) to document major spills by filling in a Biosolids Spill Report (Appendix A). Obtain the names and contact information of any available witnesses in the case of injuries and be sure to complete all fields and list individuals contacted. Copies of the completed Biosolids Spill Report should be sent within 2 days of a major spill to FCPCC's Chief Operator or designate.

The Responsible Person from the transportation company would also be responsible for all follow-up reporting to EMBC including the End of Spill Report and Lessons-Learned Report if required by EMBC.

The transportation company will schedule a meeting with two weeks of the spill with the Manager of Wastewater Services to discuss the incident, actions taken to reduce impact, and follow up actions to prevent such an incident from reoccurring.

3.4 **Contact Protocol**

Contact Emergency Management BC (EMBC) at 1-800-663-3456 and keep a record of all information given and supply this to FCPCC's Chief Operator (Chris Kerman) or designate.

3.4.1 Record confirmation number given by EMBC

3.4.2 Acknowledge who you are and who you work for (Name and Phone Number)

3.4.3 Questions probably asked will include:

1) Type and quantity of substance spilled
2) Description of location of spill, and the area surrounding the spill
3) Probable cause of the spill
4) Details of actions taken or to be taken to control the spill and to reduce impact.
5) Names or agencies on the scene and other persons/agencies advised concerning the spill.
6) Identify the closest waterbody and how has it been affected.

APPENDIX A

Biosolids Spill Report

Operator: _____ **Contact Phone Number:** _____

Date: _____ **Time:** _____

Weather: _____

Location and Extent: _____

[Be as detailed as possible – include distance to any surface water, wetlands or storm drains] _____

Approximate Volume of Spill: _____ **Approximate Volume Removed:** _____

Type of Amendment	Dewatered Biosolids Class A	Dewatered Biosolids Class B	Liquid Biosolids

Describe what caused the spill to occur: _____

Describe actions taken to clean up the spill: _____

Describe additional cleanup requirements: _____

List all individuals contacted and describe the outcome of the conversation:

Name	Time	Record of Conversation

APPENDIX B

RDN Principal Contacts:

Title	Name	Email	Office	Mobile
FCPCC's Chief Operator	Chris Kerman	ckerman@rdn.bc.ca	250-248-5794 ext. 6303	250-927-1040
		In the event Chief Operator cannot be reached, please contact ext. 6300 and ask for Acting Chief Operator.		
FCPCC After Hours for Chief Operator	Chris Kerman	Call Pager: 1-888-777-5998		

Harmac Pacific Contact:

Job Title	Name	Email	Office	Mobile
Maintenance and Engineering Manager	Ryan Prontack	rprontack@harmacpacific.com	250-722-4237	250-714-4787

SYLVIS Principal Contacts (for Forestry Application Contingency Site)

Job Title	Name	Email	Office	Mobile
RDN Biosolids Program Manager	Katrina Miller	kmiller@sylvis.com	604-777-9788 ext. 210	604-803-9899
Equipment Operator	Karl Steinicke	ksteinicke@sylvis.com	604-777-9788	604-374-7192

BC Ministry of the Environment:

Agency	Contact Number
Emergency Management BC (EMBC)	1-800-663-3456