

**SEWAGE PICK UP AND DISPOSAL
CONTRACTED SERVICES AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20__.

BETWEEN:

Hamlet of
(the "Hamlet")

OF THE FIRST PART

AND

(The "Contractor")

OF THE SECOND PART

WHEREAS:

- A. The Hamlet requires sewage pump out and disposal services within Designated Service Area of the Hamlet.
- B. The Contractor was the successful bidder in tender no. _____ to provide sewage pump out and disposal services within the Designated Service Area of the Hamlet.

THEREFORE, the parties agree as follows:

Definition

1. "Designated Service Area" means the core developed area of the Hamlet extending to an 8 kilometer radius from the Hamlet office, including the Fort Providence access road and the residential and commercial corridor along Highway #3 to the south, up to kilometer #30.

Contract Does Not Take Effect Until Contractor Provides Information

2. This contract shall not take effect until the Contractor has provided the following documents to the Hamlet:
 - (a) License to operate a business in the Northwest Territories;
 - (b) Certificate of Compliance with the *Workers' Compensation Act*;
 - (c) Certificate of Compliance with the *Labour Standards Act*; and
 - (d) Proof of general liability insurance as per section 29, 30 and 31 of this contract.
3. The Contractor shall, by no later than **April 1, 2011** provide or acquire a heated garage to house the primary vehicle used by the Contractor for sewage collection and disposal.

Sewage Pump Out Services to be provided by the Contractor

4. The Contractor shall provide a sewage pump out and disposal service to residents and businesses located within the Designated Service Area on the following terms and conditions:
 - (a) Pump out as far as possible to completely empty the sewage holding tanks of those residences, commercial establishments, institutions and government establishments (the "Customers") named in Appendix "A" attached hereto and entitled "List of Sewage Pump Out Sites and Schedule";
 - (b) Provide the sewage pump out services to private residential units up to three times per week. Commercial establishments, institutions and government establishments may receive pump out service everyday.
 - (c) Provide the service to Customers on an as required basis, but in no case shall there be more than seven (7) consecutive days between pump outs;
 - (d) Start providing the services at 8:00 a.m. daily to coincide with the water delivery, and finish disposal services at a reasonable time and in any case finish those services no later than 9:00 p.m. daily.
 - (e) Provide additional sewage pump out and disposal services as required where demands for increased services are unplanned or unforeseen;
 - (f) Supply for this service two vacuum type pump trucks designed for the purpose of removing liquid sewage from holding tanks of various

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capacities. The tank of the service vehicle shall have a capacity of not less than 11,350 litres (2500 imperial gallons). The truck shall be equipped with two 20-foot suction hoses complete with 3” cam lock fitting of the type generally used within the community. The truck shall be equipped with a custom designed visual gauge marked in 100 imperial gallon increments. This device is intended to provide a visual indicator of each pump out. This measurable device shall be affixed to the tank;

- (g) The Contractor shall provide a backup sewage pump out truck at his own expense and the backup vehicle must be ready and available at all times;
- (h) Ensure that the sewage trucks be equipped with CB radios or mobile radios;
- (i) Be responsible for ensuring that all equipment and accessories used for the pick-up of liquid sewage are, for reasons of health, kept as clean as circumstances will permit;
- (j) Ensure that the service vehicle is equipped to operate and maintain the schedule of service during all climatic conditions;
- (k) Ensure that the mandatory testing of the tank on the service vehicle shall be done by, or for, the Environmental Health Officer on a regularly scheduled basis. Any costs incurred for these tests shall be borne by the Contractor;
- (l) Ensure that the liquid sewage is dumped in an approved dumping area of lagoon, which meets all the specifications demanded under the Environmental Protection Act and the Public Health Act;
- (m) Upon user request (“a call out”), provide pump out services at all reasonable times notwithstanding that such request is in addition to the service schedule as determined from time to time by the Hamlet. In making a service call pursuant to a “call out” the contractor must obtain a signature on a “REQUEST FOR CALL OUT” form and submit it with the monthly invoice sent to the Hamlet. The form ‘REQUEST FOR CALL OUT’ is set out in Appendix “B” attached hereto. Failure to provide a signed request form which is to be attached to the monthly invoice will render pump out services made in accordance with this section outside the terms of this contract and not subject to payment by the Hamlet.
- (n) Ensure that the caps of the sewage pump out holding tanks are put back on after holding tanks have been pumped out during the summer season;
- (o) Ensure that the landfill gate is immediately locked upon entering and leaving the premises. Failure to comply with this agreement will result in

a \$100.00 (one hundred dollars) deduction from the monthly payment due to the contractor.

- (p) Not pump out sewage during the following times:
- i) Noon hour 12:00 p.m. to 1:00 p.m.
 - ii) Supper hour 5:00 p.m. to 6:00 p.m.
 - iii) Recess periods at the school.
5. The quantity of sewage collected shall be determined as units of measure in gallons as outlined in clause 4. All pump-outs must be recorded and reconciled to the maximum capacity of the tank. Monthly records shall be provided to the Senior Administrative Officer of the Hamlet as per Schedule "A" which is attached and forms part of the agreement.
6. Notwithstanding clause 4(a), the Hamlet shall advise the Contractor of the names of Customers from time to time as approved by the Hamlet. The Contractor shall provide services to the Customers on the approved list provided by the Hamlet.

Sewage Disposal Services to be provided by the Contractor

7. The Contractor shall provide sewage disposal services as follows:
- (a) The Contractor shall ensure that sewage is disposed of only at the designated Sewage Disposal Site which is the Hamlet Sewage Lagoon.
 - (b) Remove any ice or frozen sewage buildup around the access to the sewage dumping facility which may be formed due to spillage or to improper dumping procedures by the operator of the service vehicle.

Health and Safety

8. The Contractor shall not do or permit any act or thing to the sewage disposal area that may cause damage or risk to health or safety.
9. The sewage collection vehicles shall be kept clean to the satisfaction of the local Health Officer.
10. The Contractor shall ensure that all employees who collect sewage are supplied with separate exterior working clothing and facilities to wash and clean up, and will change before entering public buildings.
11. Sewage collection Vehicles shall not be parked overnight in residential areas.

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Spills

12. The Contractor shall immediately report any discharge or spills of sewage at any location other than the Hamlet Sewage Lagoon to the Regional Health Officer.
13. The Contractor shall record and report any spillage of sewage over 50 litres to the Hamlet.
14. The Contractor shall ensure that any discharge or spill of sewage at any location other than the Hamlet Sewage Lagoon is immediately cleaned up, and the site is disinfected to the satisfaction of the Regional Health Officer.

Vehicles

15. The Contractor shall park the vehicles used for sewage collection and disposal in a heated parking garage.
16. The Contractor shall operate a vehicle preventative maintenance program for vehicles used by the Contractor in performance of this Agreement, and shall provide copies of the completed maintenance schedule to the Hamlet on a quarterly basis, commencing on June 1st, 2011. This maintenance checklist shall be provided to ensure that the equipment is mobile at all times to perform the levels of service required under the terms of this agreement. (\$value) Total costs of this preventative maintenance program shall be borne by the contractor.
17. Where back up equipment is rented by the Contractor to perform these services, and is paid for by the Contractor under clause 4(g) of this agreement, the Contractor may recover from Hamlet, only those costs that would be due and payable had he used his own equipment.

Inspections

18. The Hamlet or a person authorized by Hamlet, may at all reasonable times inspect, enquire into and report upon the operation and the quality of service being provided by the Contractor under the terms of this agreement. Service must be performed to the full satisfaction of the person designated by Hamlet to perform this duty.

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Price and Payment

19. For provision of this service and, subject to the terms of this agreement, Hamlet agrees to pay to the contractor for this 5 years agreement, the fixed sum of \$ per gallon of sewage.
20. Where “call out” service has been provided a completed signed “Request For Call Out Form” must be attached to the invoice by the Contractor. An amount of **\$120.00** for each call out may be charged by the Contractor in addition to the charge for pump outs.
21. Subject to performance by the Contractor of the terms and conditions of this agreement satisfactory to the Hamlet, the Hamlet shall pay to the Contractor, the amount agreed upon for such service, as follows:
 - (a) The Contractor shall submit invoices and supporting documents by the 5th day following the month that the services were rendered for payment to the Senior Administrative Officer of the Hamlet.
 - (b) Each invoice shall contain the following information:
 - (i) Contract number;
 - (ii) dates indicating when services were performed;
 - (iii) Volume collected per Customer unit, total volume collected, and unit price;
 - (iv) List of sewage pump out sites and schedule.

Breach of Contract

22. If the Contractor fails to provide any services specified under this contract or to correct any Customer complaint to the satisfaction of the Hamlet, the Hamlet reserves the right to provide the services or to correct the complaint and to charge the complete costs, plus applicable overhead, to the Contractor as a deduction from the contract payment.
23. When, either the sewage collection vehicle and back up vehicle is not operating by 11:30 a.m. or the Contractor cannot be contacted to pump out sewage within a reasonable period of time, the Hamlet reserves the right to hire another operator for provision of services. All costs incurred for those services will be borne by the Contractor.
24. Failure by the Contractor to rectify any breach of this agreement within (10) working days of his being advised in writing by Hamlet of such breach, shall entitle Hamlet without further notice to suspend or cancel this agreement.

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25. No payment will be made to the Contractor during any period of suspension of service imposed by Hamlet under section 24 of this agreement.
26. Payment due to the Contractor at the time of suspension or cancellation of this agreement shall be limited to the amount due for services provided to the date that suspension or cancellation of this agreement was imposed by Hamlet.

No assignment or sub-contracting

27. The Contractor may not assign or sub-contract any of the services under this agreement, or any part thereof, without the prior approval and written consent of Hamlet.

Indemnity

28. The Contractor shall defend, indemnify and save harmless the Hamlet of _____, Councilors, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the work, or by reason of any matter or thing done, permitted or omitted to be done, by the Contractor, his Subcontractors, or their agents or employees, whether occasioned by negligence or otherwise. Such indemnity shall survive completion or termination of the Contract.

Nothing contained in the Contract Documents or any approval, express or implied, of the Hamlet shall relieve the Contractor of any liability which may be imposed by law.

Insurance Conditions

29. The Contractor shall without limiting its obligations or liabilities hereto, obtain and maintain at its sole expense and pay for during the period of this contract the following insurance coverage. The amount and type insurance specified herein in no way reduces or limits the liability or responsibility of the Contractor hereunder.

Within 14 days after acceptance of the Contractors tender the Contractor shall, unless otherwise directed in writing be the Hamlet, deposit with Hamlet an Insurer's Certificate of Insurance in a form acceptable to the Hamlet and if requested, the originals or certified true copies of all insurance contracts maintained by the Contractor pursuant of the insurance coverage requirements show hereunder.

The provisions of the insurance coverage requirements contained hereunder are not intended to cover all of the Contractors risk under this contract. Any additional risk management measurers or additional insurance coverage the

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Contractor may deem necessary to fulfill its obligations under this contract shall be at the Contractors own discretion and expense.

The Contractor agrees to waive all rights of recourse against the Hamlet for damages to any of the Contractor's property or property of others for which the Contractor is responsible and the Contractor's Insurers have no right of subrogation against the Hamlet.

Commercial General Liability

30. **Commercial General Liability Insurance** with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and property damage including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than 12 months from the date of the Final Certificate of Completion. The insurance policy must include but is not limited to:

- Premises, Property and Operations Liability
- Products and Completed Operations Liability
- Owners and Contractor's Protective Liability
- Blanket Written Contractual Liability
- Broad Form Property Damage Extension
- Personal Injury Liability
- Employees ad Additional Insured
- Cross Liability
- Contingent Employers Liability
- Non-owned Automobile Liability SPF # 6

This policy must show the Hamlet of **Fort Providence** as an additional insured but only with respect to the operations of the named insured.

This policy shall be endorsed to provide 30 days written notice to the Hamlet of Fort Providence for cancellation, termination or material change to the insurance coverage.

Automobile Liability Insurance

31. **Automobile liability insurance** with respect to Contractor's owned and leased vehicles used directly or indirectly in the performance of the work with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and property damage as per Standard Policy Form #1. And when applicable:

Standard Endorsement Form #4a Explosive Endorsement

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The policy will also be endorsed by the insurer to provide 30 days in advance written notice to the Hamlet for any cancellation, termination for material change in the insurance coverage to the contractor.

General

32. Nothing in this agreement shall create an agency or employment relationship between the Hamlet and the Contractor. The Contractor shall, in all respects, be an independent Contractor having no authority or power to bind the Hamlet or otherwise render the Hamlet liable to the third parties at law.
33. Legislation, which must be observed and complied with in the performance of this agreement includes all federal, Territorial and municipal legislation, including but not limited to:
 - a) Public Health Act
 - b) Environmental Protection Act
 - c) Hamlets Act
 - d) Motor Vehicles Act
 - e) Workers' Compensation Act
 - f) Labour Standards Act
34. Prior to the commencement of the work the Contractor must provide proof to the Hamlet that the provisions of the Worker's Compensation Act and the Labour Standard Act of the Northwest Territories have been and continued to be complied with
35. In engaging labour for the performance of this contract, the Contractor will employ only Canadian labour with local labour receiving preferences.
36. The Contractor shall pay all of his employees performing this contract such fair and reasonable wages as are generally accepted for the character or class of work being performed.

Term of this Agreement

37. This agreement will be for a period of five years from the 1st day of April 2011, and will remain in effect, having regard to the terms and conditions contained herein, until the 31st day of March 2016.
38. Due to the 60 month term of this agreement, the price and conditions of this agreement may not be renegotiated.
39. The Hamlet reserves the right to terminate this agreement at anytime before completion for any reason whatsoever. In the event of such termination, Hamlet will pay to the Contractor an amount that, in the opinion of Hamlet, is equal to

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AFFIDAVIT OF EXECUTION

CANADA)	I, _____
NORTHWEST)	of the Hamlet of Fort
TERRITORIES)	Providence, in the
TO WIT:)	Northwest Territories
)	_____
)	(Occupation)
)	MAKE OATH AND SAY
)	THAT:

1. I was personally present and did see _____ (and _____), the authorized officer(s) of _____ (Contractor) named in the annexed Agreement, who is (are) personally known to me to be the person(s) named therein, duly signed and execute the same for the purpose named therein.

2. The same was executed at the Hamlet of Fort Providence, in the Northwest Territories, on the _____, day of _____, 2____, and that I am the subscribing witness therein.

3. I know the said _____ (and _____) he/she/they is/are in my belief of the full age of nineteen years.

SWORN BEFORE ME at the Hamlet of _____)
 Fort Providence, in the Northwest Territories,)
 This day ____ day of _____, 2____.)

 (Print & Sign Name))
 A Commissioner for Oaths in and for the)
 Northwest Territories.)
 My Commission expires: _____)

 (Print & Sign Name)

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CONTRACTED SERVICES AGREEMENT
SEWAGE PUMP OUT/DISPOSAL SERVICE
APPENDIX "A" - LIST OF "CUSTOMERS"

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APPENDIX "B"

**REQUEST FOR CALL OUT
HAMLET OF FORT PROVIDENCE
SEWAGE PUMPOUT/DISPOSAL SERVICE**

SCHEDULE "A" APPENDIX

I _____ do hereby authorize this callout for SEWAGE TANK PUMP OUT in excess of normally scheduled service and realize that a call out fee in the amount to \$120.00 will be charged for this delivery and added to monthly water sewer bill and that this amount will be paid by me.

Date:

Signature:

Unit/Address/Location

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