



# REGIONAL DISTRICT of Fraser-Fort George

## SANITARY LANDFILL OPERATION - MACKENZIE REGIONAL LANDFILL INVITATION TO TENDER ES-11-09

Prepared by:  
Regional District of Fraser-Fort George  
Environmental Services



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Regional District of Fraser-Fort George  
155 George Street, Prince George BC V2L 1P8  
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676  
<http://www.rdffg.bc.ca>

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## **INVITATION TO TENDER**

Sealed Tenders, will be received by Diane Hiscock, General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 2:00 p.m. on September 1, 2011. Tenders must be sealed and returned in an envelope labelled "SANITARY LANDFILL OPERATION - MACKENZIE REGIONAL LANDFILL Contract ES-11-09". Responding organization or individual must have their name and full mailing address clearly marked on the outside of the tender envelope. Tenders will be opened in public at 2:15 p.m. local time on September 1, 2011 at the Regional District Offices at 155 George Street.

The work to be performed under this Contract is described as the operation of the Mackenzie Regional Landfill including compaction and cover of solid waste and supervision of the facility.

Tender Documents may be obtained:

- A) In a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca) , or
- B) In a hard copy format on or after Friday, August 12, 2011 from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy tender package is twenty five dollars (\$25), (HST included) and is non-refundable.

A **mandatory pre-tender site meeting** will be held at 10:30 a.m. on Friday, August 19, 2011 at the Mackenzie Regional Landfill, Mackenzie, BC. Tenderers that show up later than 10:30 a.m. on Friday, August 19, 2011 will be disqualified. **Tender submissions from any tenderer who did not attend the mandatory site meeting will be rejected.**

The lowest or any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders. Facsimile Tenders and Electronic Tenders will NOT be accepted.

For further information please contact:

Dana Ferguson, Operations Leader  
Regional District of Fraser-Fort George  
155 George Street, Prince George, BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959 / Fax: 250-562-8676  
Email: [dferguson@rdffg.bc.ca](mailto:dferguson@rdffg.bc.ca)

## **INSTRUCTIONS TO TENDERERS**

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

REGIONAL DISTRICT OF FRASER-FORT GEORGE  
SANITARY LANDFILL OPERATION - MACKENZIE REGIONAL LANDFILL  
Contract ES-11-09  
from October 1, 2011 to September 30, 2014

**Tenders not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.**

### Tender Documents

Tender Documents may be obtained:

- A) In a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca), or
- B) In a hard copy format on or after August 12, 2011 from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy tender package is \$25 (HST included) and is non-refundable.

It is the sole responsibility of the respondent to ascertain that they have received a full set of Tender documents. Upon submission of their bid, the respondent will be deemed conclusively to have been in possession of a full set of Invitation to Tender documents.

Inquiries relating to this Tender must be directed to Dana Ferguson, Operations Leader, phone 250-960-4400 / Fax: 250-562-8676 / Email: [dferguson@rdffg.bc.ca](mailto:dferguson@rdffg.bc.ca)

### Acknowledgement Letter

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and either mail or fax the signed copy to the attention of Dana Ferguson, Operations Leader. No respondent who signs and returns the Acknowledgement Letter is obligated to submit a Tender.

**Any respondent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.**

### Closing Date and Opening of Tenders

Sealed Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Thursday, September 1, 2011 to be opened in public on Thursday, September 1, 2011 at 2:15 p.m. in the Regional District Office at 155 George Street, Prince George, BC.

The Tender documents will be enclosed and sealed in a labelled envelope marked:

REGIONAL DISTRICT OF FRASER-FORT GEORGE  
SANITARY LANDFILL OPERATION - MACKENZIE REGIONAL LANDFILL  
Contract ES-11-09  
from October 1, 2011 to September 30, 2014

Your organization's name and full mailing address must also be marked on the envelope. Facsimile Tenders and Electronic Tenders will NOT be accepted.

Any Tender received after the closing date and time (Thursday, September 1, 2011 at 2:00 p.m.) will be considered disqualified and will be returned unopened to the respondent.

Regional District's Right to Reject Tender

The Regional District reserves the right to reject any and all Tenders; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in Tenders, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District.

No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a bid, a Tenderer agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its bid for matters relating to the Agreement or in respect of the competitive process, and the Tenderer, by submitting a bid, waives any claim for loss of profits if no agreement is made with the Tenderer.

If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the Tender.

The Regional District reserves the discretion to reject any tender submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a tender submitted by a bidder who is an individual person, where that individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting this tender the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any Tender submitted by a Tenderer that is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

Proof of Ability

The Tenderer will be competent and capable of performing the work. The Tenderer is required to provide evidence of previous experience and financial responsibility before the contract is awarded.

A complete list of the equipment, which the Tenderer will make available for the completion of the contract, will be included with each Tender.

Security Deposit

A certified cheque, bank draft or money order in the amount of Five Thousand Dollars (\$5,000) must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within sixty (60) days of Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the contract upon award by the Regional Board will result in forfeiture of the Security Deposit.

Irrevocable Commercial Letter of Credit

Upon written notice of award of Contract by the Regional Board the successful bidder will provide an Irrevocable Commercial Letter of Credit. The Regional District will not execute a contract until it is in possession of the required Irrevocable Letter of Credit. The Irrevocable Commercial Letter of Credit will be equivalent to twenty-five percent (25%) of the total sum of the first twelve (12) months of the contract price. The Irrevocable Commercial Letter of Credit will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide the required Irrevocable Commercial Letter of Credit will result in forfeiture of the Security Deposit.

Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or other documents herein or having any doubts on the meaning or intent of any part thereof, should immediately request in written form, either by fax, by Email or by mail, clarification from Dana Ferguson, Operations Leader. Upon receipt of the written request for clarification, the Mr. Ferguson will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the Contractor's risk.

Addenda and Amendments issued during the time of Tendering will be signed by the Contractor and included with the Tender and will become a part of the Tender documents.

### Examination of Contract Documents and Site

The Contractor will satisfy themselves as to the practicability of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.

The Contractor will examine the site and its surroundings and, before submitting their Tender will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means of access to the site, the accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

The Contractor will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the prices stated in the Schedule of Prices. These prices will cover all their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the Supply of all labour, equipment, material, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise provided elsewhere in this Contract.

### Bid Prices

Tender prices must remain open for acceptance for a period of sixty (60) days from time of Tender opening (September 1, 2011), unless otherwise stated by the Regional District.

Tenders will be evaluated on the ability of the Tenderer to comply with Contract requirements, the Tendered Price and experience. Where bid prices are the same, the Regional District will consider experience in similar Work beyond the minimum standards established in the Contract.

The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender.

### Start and Duration of Contract

The Contract will begin on October 1, 2011 and the Contract will remain in force until midnight September 30, 2014. The Contract may be renewed on a period-by-period basis at the Regional District's discretion.

### Location of Site

The Mackenzie Regional Landfill is located within the District of Mackenzie.

### Pre-Tender Site Meeting

A **mandatory site meeting** will be held for all prospective bidders. The meeting will be held at the Mackenzie Regional Landfill, Mackenzie, BC, at 10:30 a.m. Friday, August 19, 2011. A representative of the Regional District will provide an overview of the contract expectations and be available for questions pertaining to the tender package.

Tenderers that show up later than 10:30 a.m. on Friday, August 19, 2011 will be disqualified.

**Tender submissions received from any bidder who did not attend the mandatory site meeting will be rejected.**

Tender Submissions

Tenderers will complete pages 8 through 16 and submit these pages, along with their Security Deposit, in a sealed envelope. The Tenderer's name and address must be written on the outside of the envelope.

Submissions that contain qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected.

**The Regional District of Fraser-Fort George will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a tender is the tenderer's responsibility.**

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**ACKNOWLEDGEMENT LETTER**

The undersigned has received the full set of Tender Documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

We presently intend to \_\_\_\_\_ provide/ \_\_\_\_\_ not provide a Tender as requested.

Please send any amendments to this Invitation to Tender via: \_\_\_\_\_ email \_\_\_\_\_ fax.

Return immediately to:

Dana Ferguson, Operations Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8  
Fax Number: 250-562-8676

## **TENDER FORM**

Date: \_\_\_\_\_

Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC  
V2L 1P8

ATTENTION: Diane Hiscock, General Manager of Financial Services

Dear Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Irrevocable Commercial Letter of Credit, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) and attended the mandatory pre-tender site meeting for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and having satisfied themselves as to the sufficiency of the Tender the undersigned agrees to furnish all labour, equipment, materials, supervision and services and do all work necessary for and reasonably incidental to the sanitary landfill operation at the Mackenzie Regional Landfill as specified, in accordance with the contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the prices shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender opening and will not be withdrawn during that period of time.

The Tendered price includes all taxes except HST, duties and all other additional charges on any or all materials, equipment and labour, and it is understood that payment will be made for the completion of all work specified in the Contract on the basis of the prices Tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the Contractor.

The undersigned agrees that the sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list without written approval of the Regional District.

If the undersigned be notified in writing of the acceptance of this proposal, they agree that within fourteen (14) days of the date of the acceptance notice they will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

Accompanying this Tender please find our certified cheque, bank draft or money order as the security deposit in the amount of Five Thousand Dollars (\$5,000).

It is understood that the security deposit for the successful Tender will become the property of the Regional District as liquidated damages if the Tenderer fails or refuses to execute a contract and

provide the Irrevocable Commercial Letter of Credit within fourteen (14) days after notification that they are the successful Tenderer.

The undersigned agrees that the Regional District of Fraser-Fort George reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

The tenderer hereby acknowledges receipt and inclusion of the following addenda to the Tender Documents:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Signed, Sealed and Delivered by:

\_\_\_\_\_  
Name of Tenderer (Company) and  
Corporate Seal

In the presence of:

\_\_\_\_\_  
Signature and Seal of Individual Tenderer  
(Seal affixed before Signature)

\_\_\_\_\_  
(Witness to individual Tenderer or authorized  
signing officers of Corporate Tender)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address of Tenderer

## **SCHEDULE OF PRICES – TENDERED PRICE**

To Supply all necessary equipment, labour, materials, supervision and all things necessary to operate the Mackenzie Regional Landfill in accordance with the attached General Conditions of Contract and Operational Specifications.

### Tender Price

Lump sum tendered price **per month** for  
Sanitary Landfill Operations from October 1,  
2011 to September 30, 2014 (excluding HST)

\$ \_\_\_\_\_



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**LIST OF CONTRACTOR'S PERSONNEL**

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

<b>Name of Employee</b>	<b>Employee's Experience / Qualifications</b>

**LIST OF SUB-CONTRACTORS**

The Contractor agrees that the Sub-Contractors employed by them will be as listed below and further agrees that no changes or additions will be made to their list without the written approval of the Regional District.

<b>Name of Sub-Contractor</b>	<b>Address of Sub-Contractor</b>	<b>Work to Be Performed by Sub-Contractor</b>

### **LIST OF EQUIPMENT**

The Tenderer will list size, model, year and operating weight of equipment they propose to use on the site to complete the work herein. No changes or additions will be made to this list without the written approval of the Regional District.

State standby equipment to be used in event of breakdown of above, and where it will be drawn from.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

Year	Work Performed	Reference Contact (name and phone number)	Value

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**HARMONIZED SALES TAX INFORMATION**

Supplier:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Province

\_\_\_\_\_  
Postal Code Phone Number

Are you an HST Registrant? Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, please indicate your registration number: \_\_\_\_\_

If NO, Please fill in the following (check appropriate box):

Supplier qualifies as a small supplier under s.148 of the legislation

Other: Specify \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **BIDDER CHECKLIST**

Before submitting your tender bid, check the following points:

- Has the Tender Form been signed, sealed and witnessed? \_\_\_\_\_
- Has the Security Deposit requirement been met? \_\_\_\_\_
- Is the Schedule of Prices completed? \_\_\_\_\_
- Are the following pages included:
  - › Schedule of Prices – Tendered Price? \_\_\_\_\_
  - › Schedule of Prices – Force Account Work? \_\_\_\_\_
  - › List of Contractor’s Personnel? \_\_\_\_\_
  - › List of Sub-Contractors? \_\_\_\_\_
  - › List of Equipment? \_\_\_\_\_
  - › Tenderer’s Experience in Similar Work? \_\_\_\_\_
  - › Addenda \_\_\_\_\_
- Are the documents complete? \_\_\_\_\_

Ensure that the proposal is returned in a sealed envelope clearly marked on the outside with:

- Attention Diane Hiscock, General Manager of Financial Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC  
V2L 1P8
- REGIONAL DISTRICT OF FRASER-FORT GEORGE  
SANITARY LANDFILL OPERATION -  
MACKENZIE REGIONAL LANDFILL  
CONTRACT ES-11-09
- Responding Organization’s name and address.

**Note:** *Your proposal may be disqualified if ANY of the applicable foregoing points have not been complied with.*

## IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. \_\_\_\_\_

Amount \$ \_\_\_\_\_

Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8

Dear Sir:

**Re: Irrevocable Letter of Credit No.**

In accordance with the Contract to provide services at the Mackenzie Regional Landfill, under Contract ES-11-09 Sanitary Landfill Operation – Mackenzie Regional Landfill, we hereby authorize you to draw on \_\_\_\_\_ (name and address of bank) Province of British Columbia, for account of \_\_\_\_\_ (name of Tenderer) up to an aggregate amount of \$ \_\_\_\_\_ available on demand for 100% value:

Pursuant to the request of our customer \_\_\_\_\_, we the \_\_\_\_\_ Bank hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we will honour without enquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

1. Draws are to be made in writing to \_\_\_\_\_ (name of bank).
2. Partial draws may be made.
3. The Bank will not inquire as to whether or not the Regional District of Fraser-Fort George has the right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to sixty (60) days after termination of the Contract.

Demands must be made not later than 60 days following expiration of the contract.

The Demands made under this Credit are to be endorsed hereon and will state on their face that they are drawn under \_\_\_\_\_ (name and address of bank), Letter of Credit No. \_\_\_\_\_.

Yours truly,

Manager  
(On behalf of Name of Bank)

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## **CONTRACT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year of 2011 by and between the Regional District of Fraser-Fort George, herein after called the "Regional District" and \_\_\_\_\_ hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
  - (a) Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Sanitary Landfill Operation – Mackenzie Regional Landfill" Contract ES-11-09 from October 1, 2011 to September 30, 2014 and;
  - (b) Commence to actively proceed with the Work of the Contract on October 1, 2011.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Instructions to Tenderers, executed Tender Form, Schedule of Prices, List of Contractor's Personnel, List of Sub-Contractors, List of Equipment, Tender's Experience in Similar Work, General Conditions of Contract, Irrevocable Commercial Letter of Credit, Contract Agreement and other Securities, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 3, this Agreement will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at

\_\_\_\_\_  
\_\_\_\_\_

The Regional District of Fraser-Fort George at  
155 George Street  
Prince George, BC V2L 1P8

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title - *please print*)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title – *please print*)

REGIONAL DISTRICT OF FRASER-FORT GEORGE

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Corporate Officer

## General Conditions

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## 1. DEFINITION OF TERMS

"ADDITIONAL WASTE" means certain controlled wastes as described herein under the definition herein.

"BULKY WASTE" means metal containers or other manufactured articles having a volume greater than one and a half m<sup>3</sup> (1.5), or timbers or other items greater than two and a half metres (2.5) in length.

"CELL" means an area of Day's Refuse compacted and contained on all sides with cover material.

"CONTRACT DOCUMENTS" or "CONTRACT" means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated therein, as listed in the Table of Contents.

"CONTRACTOR" means the successful Tenderer who enters into the Contract Agreement.

"CONTROLLED WASTE" means certain Hazardous Waste, liquid waste, and refuse which is approved for disposal at the Mackenzie Regional Landfill site but which, because of its inherent nature and quantity may require special handling and disposal techniques to avoid creating health and safety hazards, nuisances or environmental pollution. Controlled Waste includes, but is not limited to:

- (i) water containing soil, sand, gravel or other non-hazardous solids, sewage solids, trace levels of petroleum products, and/or grease, including:
  - (a) pumpings from parking lot drainage sumps;
  - (b) pumpings from domestic and municipal sewage treatment plants, sand filters and pump stations;
  - (c) pumpings from laundry lint traps;
  - (d) pumpings from sumps which collect runoff from vehicle washing facilities;
- (ii) screenings from municipal sewage treatment plants and pump stations;
- (iii) waste sludge from a municipal sewage treatment plants and pump stations;
- (iv) condemned foods;
- (v) waste asbestos;
- (vi) food processing waste;
- (vii) dead animals;
- (viii) bulky waste;
- (ix) large tires (inside diameter 42 cm or greater);
- (x) vehicle hulks;

- (xi) gypsum board/wall board.

"COVER MATERIAL" means soil or other suitable material for covering solid waste and exhibiting characteristics that reduce odours, nuisances, vectors, fires and litter.

"DAY'S REFUSE" means the total volume of Solid Waste handled by the Contractor in a working day.

"DEAD ANIMALS" means dead animals or portions thereof equal to or greater than five (5.0) kilograms in weight.

"EQUIPMENT" means anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein.

"FACILITY or FACILITIES" means the Mackenzie Regional Landfill.

"HAZARDOUS WASTE" means any chemical, compound mixture, substance or article which is defined as such in the Hazardous Waste regulation, or gaseous, liquid and solid waste which because of its inherent nature and quantity requires special disposal techniques to avoid creating health hazards, nuisances or environmental pollution. Hazardous Wastes are toxins or poisons, corrosives, irritants, strong sensitizers, flammables, explosives, infectious wastes, etc. Flammable wastes exclude plastics, paper, paper products and the like.

"IGNITABLE" means having the properties of:

- (a) flammable gas;
- (b) flammable liquid; or
- (c) flammable solids, substances liable to spontaneous combustion or substances that on contact with water emit flammable gases.

"LANDFILL" means the area of the landfill property that is or has been used for the deposit of Solid Waste and additional waste.

"LANDFILL PROPERTY" means the property held by the Regional District of Fraser-Fort George and operated as the Mackenzie Regional Landfill.

"LIFT" means a horizontal layer within a fill area consisting of one or more consecutive Cells.

"MANAGER " means the General Manager of Environmental Services for the Regional District of Fraser-Fort George or his authorized representative as designated to the Contractor.

"OPEN BURNING" means combustion of Solid Waste material in an open area whereby the gaseous products of combustion and contaminants are discharged directly to the open air.

"OPEN FACE" means the area of the Working Face which has not been covered with daily cover.

"PAD" means an elevated area covered with road material which is used to turn vehicles. It is also used as an area from which to push Solid Waste.

"PROHIBITED WASTE" means gaseous liquid and solid waste not acceptable for landfilling at the Mackenzie Regional Landfill. Prohibited waste includes but is not limited to:

- (i) liquids;
- (ii) empty steel and plastic drums unless they are crushed, shredded or similarly reduced in volume to the maximum practical extent;
- (iii) ignitable waste;
- (iv) reactive waste;
- (v) radioactive waste;
- (vi) hazardous waste except as permitted herein;
- (vii) Hazardous, excluding waste asbestos;
- (viii) Solid Waste that is on fire or smouldering;
- (ix) lead acid batteries;
- (x) ozone depleting substances;
- (xi) tires mounted on rims.

"RADIOACTIVE WASTE" means waste containing a prescribed substance as defined in the "Atomic Energy Control Act" in sufficient quantity or concentration to require a licence for possession or use under that Act and regulations made under that Act.

"REACTIVE WASTE" means waste which is:

- (a) explosive, oxidizing, or so unstable that it readily undergoes violent change in the presence of air or water;
- (b) generates toxic gases, vapours or fumes by itself or when mixed with water; or
- (c) polymerizes in whole or in part by chemical action and causes damage by generating heat or increasing in volume as defined in the Special Waste Regulation.

"REFUSE" means waste which includes but is not necessarily limited to unmarketable food waste, market waste, combustibles such as paper, wood and leather; non-combustibles such as crockery, glass, dirt, ashes from fire places, street sweepings; bulky materials such as furniture and appliances; construction, demolition and land clearing refuse such as stumps, pipe, concrete, lumber, plastic and wire; all arising from domestic, commercial, institutional or municipal activities.

"REGIONAL DISTRICT" means the Regional District of Fraser-Fort George.

"ROAD" means the designated areas within the landfill with surfaces that have been prepared for vehicular traffic.

"SOLID WASTE" means Refuse and additional wastes suitable for landfilling at the Mackenzie Regional Landfill but excluding Prohibited Waste.

"SPECIAL WASTE" means any chemical, compound mixture, substance or article which is defined as such in the Special Waste Regulation.

"HAZARDOUS WASTE REGULATION" means a regulation of the Province of British Columbia under the Environmental Management Act or the Hazardous Waste Regulation effected by the Province of British Columbia.

"SUB-CONTRACTOR" means any person, firm, or corporation approved by the Regional District having a contract for the execution of a part or parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who furnished material.

"SUPPLY" or "PROVIDE" means supply and pay for and provide and pay for.

"WASTE ASBESTOS" means waste containing friable asbestos fibres or asbestos dust as defined in the Hazardous Waste Regulation.

"WORK" or "WORKS" means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

"WORKING FACE" means the area of the Landfill operation at which placing, spreading, compacting and covering of Solid Waste is regularly taking place.

## **2. INTENT OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is that the Contractor will provide (subject to the obligation of the Regional District to supply access to all cover material), all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution to the Work described in the Tender documents or as directed by the Regional District and all incidental Work to complete the project.

## **3. LOCAL CONDITIONS**

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality and practicability of the work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

## **4. MANAGER'S STATUS**

The Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the landfill site in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as they consider necessary.

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

## **5. SUPERVISOR AND LABOUR**

The Contractor **will keep on the Work at all times during its progress**, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in his absence and directions given to him will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District representative and have the authority to act on contractual obligations without prejudice on behalf of the Contractor.

The Contractor will keep on the Work at all times sufficient personnel to carry out the Work required by the Contract.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract. The Contractor will make proof of payment available to the Manager when requested.

## **6. CHARACTER OF WORKERS**

All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor, equipment operator, or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Manager, does not perform their Work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol, or is wilfully negligent will at the written request of the Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the Manager.

## **7. ASSIGNMENT OF CONTRACT**

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

## **8. PROVISIONS FOR TERMINATION OF CONTRACT BY THE REGIONAL DISTRICT**

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions and agreements contained in the Contract to be performed or stoppage under Article 4, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor or deduct from the Irrevocable Commercial Letter of Credit any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

NOTE: It is the intention that the Regional District follows its Regional Solid Waste Management Plan as well as its 2010 Transfer Station Assessment once approved by the Regional District Board. In the event that plans become finalized, the Regional District will commence with the construction of a select landfill on the Mackenzie Landfill site and build a Transfer Station. In the event that the Transfer Station project is set forward with Board approval, the Regional District would give the Contractor six (6) months written notice of contract termination.

In the event that the Ministry of Environment, or any other authorized regulatory agency, cancels or suspends the Waste Discharge Permit, or future Operating Certificate, for the Mackenzie Regional Landfill, the Regional District retains the right to terminate this Contract with ten (10) days written notice.

Any salvaging by the Contractor, their employees or sub-contractors will be considered a breach of Contract and may result in termination of the Contract.

For unsatisfactorily performed Work, the Contractor will, with written notice, have 24 hours to correct Deficiencies. If not completed within 24 hours, under section 12, the Regional District has the right to correct them at which time the Regional District has the right to withhold costs from payment to the Contractor or deduct from the irrevocable line of credit. After three such written notices, the Contract will be terminated.

The Regional District will have the right to terminate the Contractor's rights to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of creditors, or if a receiver or liquidator should be appointed, and that such termination shall be effective upon the Regional District giving notice thereof.

## **9. CONTRACTOR'S TERMINATION OF CONTRACT**

The Contractor will have the right to terminate the Contract for any of the following reasons:

- a. In the event of an Order of any Court or other public authority, other than the Regional District, causing the Work to be stopped or suspended, when the period of such stoppage or suspension exceeds ninety (90) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, their agents or servants, the Contractor will receive from the Regional District payment for the Work completed. The Regional District will not be liable for any loss of profits, damages, or expenses incurred by the Contractor as a result of such stoppage or suspension. Such termination will be effective upon the Contractor giving notice thereof.
- b. In the event the Regional District fails to pay for the Work performed, except as provided in the Contract documents, within thirty (30) days from this specified date of payment and fails to remedy such default within ten (10) days of the Contractor's written notice to do so, the Contractor will receive from the Regional District payment for the Work completed. Such termination will be effective, upon the Contractor giving notice thereof.

## **10. SUSPENSION OF WORK BY THE REGIONAL DISTRICT**

The Regional District may, at any time, suspend the Work, or any portion thereof, provided they give the Contractor two (2) days written notice of suspension.

## **11. SUBCONTRACTS**

The sub-contractors named in the Tender Form will not be changed nor will additional sub-contractors be employed except with the written approval of the Manager. The Contractor is responsible to the Regional District for the acts and omissions of their sub-contractors and of their employees to the same extent that they are responsible for the acts or omissions of the Contractor's employees. Nothing in the Contract Documents will create any contractual relations between any sub-contractor and the Regional District. The Contractor will bind every sub-contractor to the terms of the Contract Documents.

## **12. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES**

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, or where the Regional District may be found to be out of compliance of the Permit or Operating Certificate requirements, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

## **13. INDEMNITY AND RELEASE BY CONTRACTOR**

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of any kind brought or recovered against either of them by reason of any act or omission of the Contractor, its sub-contractors, agents or employees arising out of the entering of the Contract or the carrying out of the Work, whether on lands owned by the Regional District and whether arising from statutory liability or not.

## **14. IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

To ensure the faithful execution and proper fulfilment of this Contract, the Irrevocable Commercial Letter of Credit provided to the Regional District by the Contractor, as specified in the Instruction to Tenderers and elsewhere herein, will be held by the Regional District and may be drawn upon at any time up to sixty (60) days following completion of the Contract.

The Irrevocable letter of Credit will be equivalent to twenty five percent (25%) of the total sum of the first twelve (12) months of the contract price.

## **15. PERMIT AND REGULATIONS**

The Regional District will acquire landfill operational certificates issued by the Ministry of Environment and will acquire relevant burning permit authorization as required.

The Contractor will, at their own expense, procure all other permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

## **16. INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers' Compensation Act* of the

Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their employees, sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

## **17. OCCUPATIONAL HEALTH AND SAFETY**

The Mackenzie Regional Landfill is a multi-employer work site as defined in the provincial *Workers' Compensation Act*. The Regional District of Fraser-Fort George is recognized as the prime contractor and is responsible for coordinating the occupational health and safety programs of all workers working at the Facility. The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their workers or agents not complying with the Regional District's health and safety expectations will be required to stop Work and will not be allowed to resume Work until the safety requirements are met.

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property at the Facility and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

## **18. CHANGES IN THE WORK**

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, will be decided by the Regional District. The Regional District will use one or more of the following methods in deciding such value:

- a. by lump sum submitted by the Contractor and accepted by the Regional District;
- b. on a force account basis as specified in these General Conditions.

## **19. PAYMENT**

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required, on receipt of an invoice and on advice from the Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed, in accordance with the Contract, in the previous month. No payment will be made for materials supplied by the Regional District.

## **20. HARMONIZED SALES TAX (H.S.T.)**

Federal law states that twelve percent (12%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

## 21. FUEL SURCHARGE

A Fuel Surcharge Rate Adjustment Scale will be implemented. The following table demonstrates the applicable fuel surcharge rate that can be applied to the tendered unit price each month. The reference index will be Natural Resources Canada's Petroleum Product Prices publication for diesel prices in Prince George which can be viewed at <http://nrcan.gc.ca/eneene/sources/pripri/diedie-eng.php>. The applicable fuel surcharge will be determined monthly and the month's applicable fuel surcharge rate will be based on the fuel index price for the first day of the month for Prince George. **The price of \$120.7 for diesel (as of August 10, 2011) will be used as a starting point for Contract ES-11-09.** As an example, if the index reports a price of \$1.153 on March 1, the fuel surcharge payable for the tendered unit price for the month of March will be increased by 1.50%. If on August 1, the price is reported at \$0.752, then the Fuel Surcharge for the tendered unit price in December will be decreased by 1.50%.

**SAMPLE**  
**Fuel Surcharge Rate Adjustment Scale Table**

Fuel Price is at Least	But Less Than	Fuel Surcharge
\$ .700	\$ .750	-4.50%
\$ .750	\$ .800	-4.00%
\$ .800	\$ .850	-3.50%
\$ .850	\$ .900	-3.00%
\$ .900	\$ .950	-2.50%
\$ .950	\$ 1.000	-2.00%
\$ 1.000	\$ 1.050	-1.50%
\$ 1.050	\$ 1.100	-1.00%
\$ 1.100	\$ 1.150	-0.50%
\$ 1.150	\$ 1.200	0.00%
<b>\$ 1.200</b>	<b>\$ 1.250</b>	<b>0.00%</b>
\$ 1.250	\$ 1.300	0.00%
\$ 1.300	\$ 1.350	0.50%
\$ 1.350	\$ 1.400	1.00%
\$ 1.400	\$ 1.450	1.50%
\$ 1.450	\$ 1.500	2.00%
\$ 1.500	\$ 1.550	2.50%
\$ 1.550	\$ 1.600	3.00%
\$ 1.600	\$ 1.650	3.50%
\$ 1.650	\$ 1.700	4.00%
\$ 1.700	\$ 1.750	4.50%
\$ 1.750	\$ 1.800	5.00%
\$ 1.800	\$ 1.850	5.50%
\$ 1.850	\$ 1.900	6.00%
\$ 1.900	\$ 1.950	6.50%
\$ 1.950	\$ 2.000	7.00%
\$ 2.000	\$ 2.050	7.50%
\$ 2.050	\$ 2.100	8.00%
\$ 2.100	\$ 2.150	8.50%
\$ 2.150	\$ 2.200	9.00%
\$ 2.200	\$ 2.250	9.50%
\$ 2.250	\$ 2.300	10.00%

## **22. PAYMENT WITHHELD OR DEDUCTED**

The Regional District may withhold, suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect itself from loss on account of one or more of the following:

- a. Where the Contractor is not performing the Work satisfactorily in the opinion of the Manager.
- b. Where any defective or faulty Work has not been remedied at all or in a manner satisfactory to the Manager.
- c. Where there are affidavits of claim of lien, or liens filed against the site and premises of which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.
- d. Where there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the site or retained in connection with the Work.
- e. Where the Regional District has corrected a deficiency under Article 12.

## **23. REMOVAL OF LIENS**

The Contractor will forthwith remove at their own expense, liens filed or registered against the Landfill Property, and the Contractor will indemnify and save harmless the Regional District from liability arising out of any such claims of lien.

## **24. RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

The Irrevocable Commercial Letter of Credit will be returned to the Contractor within sixty (60) days following the termination of the Contract where:

- a. no affidavits or claims of lien have been filed against the lands and premises on which the work was done, and
- b. WorkSafeBC has, at the request of the Contractor, filed with the Regional District certification that all assessments payable by the Contractor during the Contract term have been paid, and
- c. no actions, suits, claims for damages, charges under provincial or federal status have been initiated, and
- d. the Contractor has submitted the Statutory Declaration.

## **25. INSURANCE**

The Contractor will, at their own expense, provide and maintain the following insurance. Proof that the following insurance is in full force and effect must be supplied to the Regional District in the form of a copy of the Insurance Certificate of the policy prior to commencement of the Work. Each Insurance Certificate of the policy must contain wording to the Regional District's satisfaction that 30 days notice of cancellation or material change in the terms of the policy shall be given to each insured.

In all policies of insurance called for under this Contract (except automobile insurance on vehicles owned by the Contractor), the Regional District will be named as Additional Insured and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each insured party. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

### **25.1 Liability Insurance**

The Contractor will buy and keep in force at their expense until completion of the Contract Personal Injury and Property Damage Liability Insurance. Such insurance will be in the name of the Contractor and the Regional District, and will include a Cross Liability or Severability of Interest clause. Such insurance will be in a form, and with an insurer, acceptable to the Regional District. Both Personal Injury and Property Damage sections are to provide coverage on an "Occurrence Basis."

The term "Personal Injury" will include:

- (a) Bodily injury, sickness or death resulting therefrom.
- (b) Libel, slander or defamation of character.
- (c) Malicious prosecution.
- (d) Invasion of privacy or wrongful entry.

Exclusions pertaining to the following operations are to be deleted:

- (a) Excavation
- (b) Underpinning or shoring.
- (c) Operations that could cause the accidental pollution or contamination of any property, land, air or water.
- (d) Use of any industrial machine such as a forklift, crane, front-end loader, grader, earth mover or road building machine that is licensed, specially licensed or operating under permit.
- (e) Use of any machinery or equipment such as hydraulic cranes, compressors, lift gates or winches that may be attached to or mounted on a licensed motor vehicle when such use is not insured by any form of automobile insurance specified in this article.

Such insurance will include, by endorsement, contingent employer's liability insurance in the name of the Contractor for the limit specified in this section.

Such insurance will indemnify the Contractor for claims arising out of all premises, operations, and products and for all liability for personal injury or property damage assumed by the Contractor under any Contractor agreement (including this Contract).

Such insurance will be for the following minimum limits:

Personal Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

Such insurance shall contain a clause waiving the insurer's right of subrogation against the Regional District, and its directors, officers and employees.

#### **25.2 Automobile Insurance**

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard automobile policy covering all licensed vehicles owned by them, registered in their name, or leased to them, such insurance will include Liability Insurance for the following minimum limits:

Bodily Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

#### **25.3 Non-Owned Automobile Insurance**

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard non-owned automobile policy.

Bodily Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

#### **25.4 Contractor's Equipment Insurance**

The Contractor will buy, and keep in force at their own expense insurance on all equipment owned or rented by the Contractor to its full insurable value.

#### **25.5 Fire Fighting Expenses Insurance**

The Contractor will buy, and keep in force at their expense until completion of the Contract, fire fighting expense insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00). Such insurance is to include forestry fire fighting expenses and will be in the name of the Contractor and the Regional District.

### **26. DURATION OF CONTRACT**

The duration of the Contract will be from 12:01 a.m., October 1, 2011 to midnight, September 30, 2014. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each extension will be for a one year period and the total contract duration will not exceed five (5) years.

NOTE: It is the intention that the Regional District follows its Regional Solid Waste Management Plan as well as its 2010 Transfer Station Assessment once approved by the Regional District Board. In the event that plans become finalized, the Regional District will commence with the construction of a select landfill on the Mackenzie Landfill site and build a Transfer Station. In the event that the Transfer Station project is set forward with Board approval, the Regional District would give the Contractor six (6) months written notice of contract termination.

### **27. FORCE ACCOUNT WORK**

The Regional District at its sole discretion may hire the Contractor's equipment for work to be undertaken in addition to that specified in this Contract. The Contractor will make their equipment available to the Regional District at the hourly rates listed in the Schedule of Prices – Force Account Work. Such work will not interfere with the Contractor's ability to complete the Work as required in the Contract.

The Regional District reserves the right to do extra work itself or contract to others at its sole discretion.

### **28. WORKSAFEBC**

Prior to undertaking any of the Work in this Contract, the Contractor is to provide the Regional District with their WorkSafeBC number and to keep all assessments required to be paid in relation to the Contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six (6) months thereafter during the term of the Contract.

The Contractor will comply with the requirements of the *Workers' Compensation Act*.

### **29. DISPUTED WORK**

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will, within five (5) days, deliver to the Regional District a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the Regional District or the time at which the Contractor determines that they are required to perform such work, whichever occurs first.

The Contractor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Contractor will not be entitled to payment if they fail to keep and produce such records.

### **30. RIGHTS OF WAIVER**

A waiver of any breach of or provision of this Agreement will not constitute or operate as a waiver or any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

### **31. SEVERABILITY**

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.

## **NOTICE OF PROTEST**

TO: General Manager of Environmental Services  
Regional District of Fraser-Fort George

FROM: (Contractor)

DATE:

SUBJECT: THE CONTRACT

Date of Direction:

You have required me to perform the following work that is beyond the scope of the Contract.  
(Set out details of work).  
(Include dates where applicable)

The additional costs and claim for this work is as follows:  
(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records will be a bar to any recovery by me.

Signature of Contractor

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## 1. GENERAL

These specifications describe the operation of the Mackenzie Regional Landfill located at Mackenzie, B.C. The Facility is a regional sanitary landfill accepting municipal solid waste and construction, demolition and landclearing waste and other types of waste suitable for landfilling as determined by the Regional District.

The Facility has source-separated waste reduction programs including yard and garden materials intended for composting, scrap metal recycling, scrap tire recycling, a Swap Shed waste exchange area, used oil products, household hazardous wastes and other product stewardship materials.

An objective of the Regional Solid Waste Management Plan is to reduce the amount of material being landfilled by 50% by 2015. The objective is to be achieved through a number of waste reduction initiatives that include reduce, reuse, recycling and composting activities. The Regional District will continue to implement feasible waste reduction solutions in its continued effort to reduce the burial of solid waste.

- 1.1. The Contractor will at his own expense pay for and supply all equipment, labour and materials to operate the Facility in accordance with the conditions herein.
- 1.2. The Contractor will accept for disposal all Solid Waste as directed by the Regional District.
- 1.3. The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable provincial and federal legislation, criteria and guidelines in operating the Facility.
- 1.4. The Facility will be operated in accordance with permits and operational certificates issued by the Government of B.C. to the Regional District. The operation will also comply with guidelines outlined in the Regional District of Fraser-Fort George Regional Solid Waste Management Plan, current and future design, operation and closure plans, B.C. Environment's Landfill Criteria for Municipal Solid Waste (1993), and industry accepted practices.
- 1.5. The Contractor will agree to exercise good public relations in exercising his authority under this Contract. The Contractor and his workers and approved sub-contractors must possess full knowledge of the Facility operating procedures and Facility area and carry out the Work in a timely, neat and orderly manner.
- 1.6. All salvage arrangements, including controlled removal of materials from the site, will be the responsibility of the Regional District. Nothing in the Contract Documents is to be interpreted as giving the Contractor exclusive rights to accept and process recyclable or salvageable materials at the Mackenzie Regional Landfill site or anywhere else in the region.
- 1.7. The Facility is located in a wildlife interface area and can attract wildlife. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.
- 1.8. The Contractor will ensure that his workers and sub-contractors, if applicable, do not smoke anywhere within the Facility.

## **2. OPERATING HOURS**

The Facility operating hours will be:

Summer – April 1 to October 31

Monday to Friday 10:00 a.m. to 6:00 p.m.

Saturday & Sunday 10:00 a.m. to 4:00 p.m.

Winter – November 1 to March 31

Monday to Friday 9:00 a.m. to 5:00 p.m.

Saturday & Sunday 10:00 a.m. to 4:00 p.m.

The Facility will operate from 10:00 a.m. to 4:00 p.m. on the following days: Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and Boxing Day.

The landfill will be closed on New Year's Day and Christmas Day.

The Regional District retains the right to adjust operating hours. The Regional District will provide two (2) weeks advance written notice to the Contractor of any change in operating hours.

## **3. QUANTITIES**

Over a 5 year period it is estimated that 3,565 tonnes of waste materials were received for burial at the Mackenzie Regional Landfill. This data is comprised of weigh scale data and estimated weight data and does not constitute a warranty or guarantee by the Regional District as to actual quantities that may be received in the future. **There may be considerable variation in the amount of waste received from month to month, season to season and year to year.**

## **4. WASTE SCREENING PROGRAM**

The Contractor will assist the public in the safe and proper use of the Facility. The Contractor will conduct a waste screening program. The program will include querying each site user as to the contents of their load of material to be disposed of at the Facility and visual inspection of all loads of material delivered to the Facility. The Contractor will advise and direct site users to the proper disposal, marshalling or recycling area within the Facility.

## **5. MATERIALS NOT ACCEPTED**

The Regional District will provide the Contractor with a list of Controlled Waste and Prohibited Waste materials. The Contractor will visually inspect all loads for Controlled Wastes or Prohibited Wastes prior to accepting the loads for disposal. The Contractor will not knowingly compact, cover or bury any Controlled Waste or Prohibited Waste unless directed to do so by the Manager.

The Contractor will notify the Regional District where the following is observed:

- waste is a powder, sludge, or gaseous material or contaminated soil;
- waste is in barrels, small sealed containers, tanks or pressure vessels;
- waste has a chemical or other unusual description;
- container is marked with warning labels;
- waste has an unusual odour or appearance;
- waste falls into one of the hazardous waste classifications; or
- waste is not familiar to the Contractor.

When the Contractor identifies a Controlled Waste or Prohibited Waste he will immediately notify the customer delivering the material and then notify the Regional District. The Contractor will direct loads of Prohibited Materials to the appropriate waste disposal facility or agency.

The Regional District may continue to adjust the number of items banned or restricted from disposal.

## **6. CONTRACTOR'S EQUIPMENT**

The Contractor will provide all equipment necessary to meet the requirements of the Contract.

### **6.1. TRACK-TYPE CRAWLER TRACTOR**

One track-type crawler tractor meeting the following specifications and having the ability to meet the minimum required in-place compaction density will be at the Facility in working order at all times and available for work and equipped to complete the Work as required herein:

- A model year of **2008 or newer**;
- a minimum manufacturer's specified weight of 15,000 kg.;
- a flywheel horsepower of 140 or greater; and
- a design that allows the operator to have a clear and unobstructed view whenever operating the track-type crawler tractor in a forward or reverse direction.

Typical work includes but is not limited to:

- pushing, spreading, levelling, grading and compacting Solid Waste to the minimum required density;
- pushing, spreading, levelling, grading and compacting daily cover;
- pushing, spreading, levelling, grading and compacting intermediate cover;
- pushing, levelling, grading and maintaining unloading Pads and roads;
- pushing, spreading, levelling, grading and compacting soil material to create a face berm; and
- snow removal on roads and unloading Pads.

## 6.2. WATER TANK

One Water Tank with a 2,500 litre capacity on a rubber tired trailer with at least 30 metres of 40 mm diameter fire hose. The water tank and all required fire fighting equipment will be in good working order and be able to discharge water for the purpose of fire fighting. The Contractor and his workers must be competent and experienced in their ability to operate the equipment. During spring, summer and fall months the tank will contain 2,500 litres of water. The Contractor will at his own expense, twice per year, and in the presence of the Regional District's staff, test the water tank and equipment to demonstrate its suitability to fight fires to the satisfaction of the Manager. The Contractor must be able to effectively tow the water tank with his on-site equipment.

## 6.3. OTHER EQUIPMENT

The Contractor will supply all equipment necessary to complete the Works herein.

The Contractor will list any equipment to be used at the Facility for execution of the Work on the Schedule of Prices – Force Account Work and List of Equipment.

## 6.4. MAINTENANCE AND REPAIR OF CONTRACTOR'S EQUIPMENT

The Contractor will maintain and repair his equipment to the manufacturer's original recommended specifications. Any modifications made to equipment that do not meet the manufacturer's original recommended specifications require written approval from the Manager. The Contractor will keep, maintain and operate his equipment in a condition consistent with the provincial *Workers Compensation Act*.

## 6.5. STAND-BY EQUIPMENT

The Contractor will provide at his expense, stand-by equipment so that, in case of breakdown, the Facility operation will not be interrupted. Whenever an equipment breakdown occurs, the Contractor must immediately notify the Regional District. The Contractor will then provide within eight (8) hours of the breakdown written notification to the Manager of the breakdown. The written notification will detail the nature of the breakdown, the repairs required, the estimated repair time required and the Contractor's action plan to provide replacement equipment.

If the track-type crawler tractor breaks down and is inoperable, the Contractor will provide within twenty-four (24) hours of the breakdown a working replacement track-type crawler tractor equivalent to or exceeding the specifications of the original equipment.

## **7. WORKING FACE OPERATION**

The Regional District will provide direction to the Contractor concerning areas of the Facility that will be used for disposal and determine the number and location of Working Faces and the types of Solid Waste to be compacted and covered at a Working Face. The Regional District will establish grades and elevations that the Contractor will achieve through compaction and cover Works. The Contractor will undertake the progressive utilization of the land as directed by the Regional District.

- 7.1. The unloading of Solid Waste at the Facility will be restricted to an area such that the material can be incorporated into the Working Face with the required equipment. The Contractor will direct the unloading of the incoming Solid Waste at the edge of the Working Face and unloading Pad.
- 7.2. The Contractor will maintain the Working Face and the unloading Pad to a width between 15 metres and 25 metres unless otherwise directed by the Manager.
- 7.3. The Contractor will keep the Working Face unloading Pad area clear of Solid Waste at all times.
- 7.4. The Manager will establish the height of lifts. The height of lifts will typically not exceed 5 metres and typically not be less than 2 metres. Inclined slopes of the working face will typically be no steeper than 3:1 (horizontal:vertical).
- 7.5. The Contractor will be responsible for the preservation of all signs, directional devices, barricades and fencing used in and near the Working Face to direct and control traffic. The Contractor will place, relocate and maintain these signs, barricades and directional devices throughout the working day as required. Any damaged signs, barricades and directional devices provided near the Working Face and at unloading Pad areas will be immediately replaced by the Contractor, at his own expense, with equivalent products approved by the Regional District.
- 7.6. The Contractor will not permit any Solid Waste to be removed from the Working Face area(s) of the site.
- 7.7. The Contractor will shape, grade and compact all face berms required on the outer edge of new Lifts. The berms will be constructed of Solid Waste and/or soil as directed by the Manager. Face berms will be the same height as the Lift and will have an outside slope not greater than 3:1 (horizontal:vertical). The Regional District will direct where the face berm will be developed and the manner in which the face berm will be developed.
- 7.8. The potential for collision between heavy equipment and other vehicles exists at the Facility. The Contractor will be responsible for ensuring collision avoidance.
  - 7.8.1. When the Contractor's equipment is operating at the Working Face the equipment operator will ensure that his machine maintains a distance of at least 10 metres from vehicle(s) and/or person(s) in the unloading Pad area near the Working Face. If the heavy equipment operator is working the Working Face with his machine and a vehicle enters the unloading Pad area, the operator will move his machine at least 10 metres away from the vehicle.

- 7.8.2. The heavy equipment operator must operate his machine in a manner that ensures he has a clear and unobstructed view of roads and unloading areas. The operator will maintain a clear and unobstructed view of the unloading Pad Area when compacting Solid Waste, spreading cover material or completing any other Work near the unloading Pad area.
- 7.8.3. If the equipment operator does not have a clear and unobstructed view of the unloading Pad area then the Contractor will provide a spotter to direct traffic within the unloading Pad area. When a spotter is employed, the spotter will be responsible for directing vehicles to appropriate areas within the unloading area to avoid interference with the Contractor's equipment operations.
- 7.9. The Contractor will be responsible for any damage he causes to Facility buildings, fences, gates or other structures as set or established. These buildings, fences, gates or other structures will be repaired and/or replaced at the Contractor's expense.
- 7.10. The Contractor will be responsible for any damage he causes to Facility survey reference points as set or established. These survey reference points will be repaired and/or replaced at the Contractor's expense.
- 7.11. The Contractor will be responsible for any damage he causes to Facility environmental monitoring stations as set or established. These environmental monitoring stations will be repaired and/or replaced at the Contractor's expense.

## **8. COMPACTION**

The Contractor will operate the track-type crawler tractor each day for a sufficient amount of time and in a suitable manner to break down, level and compact the Day's Refuse to an in-place density of at least 600 kg/m<sup>3</sup>.

- 8.1. The Contractor will spread Solid Waste in layers on the Working Face no more than 60cm thick. The track-type crawler tractor will make a sufficient number of passes (minimum 3 passes) over the spread layer of Solid Waste to reach the minimum in-place density. On each pass the track-type crawler tractor will drive beyond the spread layer of Solid Waste to ensure complete compaction of all Solid Waste. The Contractor will compact each layer to the minimum in-place density prior to spreading subsequent layers of Solid Waste.
- 8.2. At the end of each day the Contractor will re-grade compacted Solid Waste, fill settled areas and cut any high spots to ensure a smooth grade prior to placing Cover Material.
- 8.3. Inclined slopes will not exceed a slope of 3:1 (horizontal:vertical) unless otherwise directed by the Manager. The Contractor will grade and maintain the top of all Lifts with a maximum two percent (2%) grade across the fill area, unless otherwise directed by the Manager.

## 9. COMPACTION TESTING

The Regional District, at the Contractor's expense, will conduct tests to ensure the in-place compaction density is being achieved. Tests will be conducted at the Regional District's discretion.

Testing methodology is as follows:

- 9.1. The Regional District will select the area to be tested and the number of test plots. The test area will be within an area that the Contractor has performed Work pertaining to the Contract.
- 9.2. A sampling truck, designated to receive sample material for the test process, will be weighed empty on the Facility scale. This weight, in kilograms, will be known as Weight A.
- 9.3. The Regional District will direct the extraction of samples from a finished area of compacted Solid Waste. Prior to extracting the sample from a test plot, Cover Material will be removed.
- 9.4. The Solid Waste extracted from an individual test plot will form one sample. The dimensions of a test plot will be approximately 3 metres by 3 metres wide and 3 metres deep. After extraction of compacted Solid Waste, the dimensions of the test plot will be measured to determine the volume occupied by compacted Solid Waste. This volume will be known as the sample volume.
- 9.5. The sample will be deposited directly into the sampling truck. The sampling truck will then be weighed on the Facility scale. This weight or weights, in kilograms, will be known as weight B.
- 9.6. The weight of the sample will be determined as follows:  
$$\text{Sample Weight (kg)} = \text{Weight B (kg)} - \text{Weight A (kg)}.$$
- 9.7. Compaction density will be determined as follows:  
$$\text{Compaction Density (kg/m}^3\text{)} = \text{Sample Weight (kg)} / \text{Sample Volume (m}^3\text{)}.$$

Where compaction density is determined to be less than 600 kg/m<sup>3</sup>, the area in question will be excavated and re-compacted at the Contractor's expense until the minimum compaction density is achieved.

## **10. COVER MATERIAL**

The Regional District will provide access to all required soil Cover Materials. The Contractor will excavate and transport soil Cover Material from the Facility borrow pit(s) to the Working Face area at his own expense. The Contractor will apply Alternative Daily Cover Material/Cover Material over compacted Solid Waste at the end of each day before the Contractor leaves the Facility.

- 10.1. The Contractor will cover each Day's Refuse at the end of each day unless otherwise directed by the Manager. The Contractor will not leave any exposed Solid Waste after Cover Material has been applied. The Regional District will provide direction to the Contractor as to the type of daily Cover Material to be used.

### **10.1.1. ALTERNATIVE DAILY COVER**

The Contractor will Supply Alternative Daily Covers (ADC) and use the ADCs as directed by the Regional District. ADCs include the use of reusable tarps, geosynthetic blankets, foam films, permanent films and/or other industry-acceptable ADC methods. The Regional District will, at their sole discretion, determine the suitability of an ADC material.

The Contractor will apply the ADC to the satisfaction of the Manager.

The Contractor will ensure that his ADC is in good working order and will, at his expense, will repair any damage to an ADC or an ADC deployment system.

No additional payment will be made to the Contractor for using or supplying an ADC system as a daily Cover Material.

### **10.1.2. SOIL DAILY COVER**

The Contractor will push, spread and compact soil Cover Material in a manner that results in a smooth and depression-free grade. Daily cover will be applied to a compacted depth of 150 mm over the Day's Refuse Working Face. Once spread, levelled and graded, the Contractor will pack the soil Cover Material with the track-typed crawler tractor. The finished surface will be free of any depressions or other surface features that will trap or pool water or prevent the flow of water over the surface of the compacted Cover Material.

### **10.1.3. INTERMEDIATE COVER**

The Contractor will apply intermediate Cover Material to compacted and covered Solid Waste as directed by the Manager and at his own expense. Typically, soil is used as an intermediate Cover Material and intermediate Cover Material is applied to areas that will not be Worked for a period of 30 days or more. Prior to applying intermediate Cover Material, any irregularities in the surface will be reworked by the Contractor so that a depression free surface with a suitable grade and elevation is created. The Contractor will apply intermediate Cover Material on top of compacted Solid Waste and/or existing Cover Material to achieve a combined compacted depth of 300 mm of Cover Material. Once spread, levelled and graded the Contractor will pack the Cover Material with the track-typed crawler tractor. The finished surface will be free of any depressions or other surface features that will trap or pool water or prevent the flow of water over the surface of the compacted Cover Material.

#### 10.1.4. FINAL COVER

The Regional District will be responsible for final cover construction.

#### 10.2. BORROW PIT OPERATION

The Regional District will designate on-site borrow pits for the purpose of soil extraction for Cover Material and road and Pad construction. The Contractor will conduct excavation activities in accordance with all applicable provincial regulations and to the satisfaction of the Manager. Any excavation activity should not pose a hazard to site users.

The Contractor will, at no cost to the Regional District, correct any deficiencies or non-compliance with all applicable provincial regulations within the borrow pit area caused by the Contractor.

### 11. CONTROLLED WASTE

The Regional District will determine methods and areas at the Facility for the disposal of Controlled Waste. The Contractor will be given at least 24 hours prior notice of the arrival of Controlled Waste requiring special handling including the description, type, and expected quantity of Controlled Waste. Most Controlled Waste material will be incorporated into the Working Face. In the event that the Regional District approves the delivery of Asbestos for disposal at the Facility, the Regional District will be responsible for landfilling arrangements and additional costs, if any.

### 12. MARSHALLING AREAS

The Contractor will ensure that all site users are properly informed and guided in the use of the marshalling areas. The unloading of acceptable materials in the marshalling areas will be restricted to designated areas. The Contractor will direct each user so that acceptable materials are deposited in a neat and orderly manner and ensure that no contaminants are introduced.

The following marshalling areas are currently established at the site.

#### 12.1. REFRIGERATORS & FREEZERS

This area is established for the storage of refrigerators, freezers, air conditioners and any other type of appliance or device containing an Ozone Depleting Substance (ODS) at the time of manufacture. The units collected in this area will be stored upright by the Contractor in a neat and orderly fashion until the ODS has been removed by others. Once ODS has been removed, the Regional District will direct the Contractor to move the units to the Scrap Metal marshalling area.

#### 12.2. SCRAP METAL

This area is established for the recycling of materials such as appliances and ferrous and non-ferrous scrap metal. The Contractor will maintain the area in a neat and orderly fashion and shall keep metals piled and stacked neatly. The Contractor will separate out and dispose of any contaminants. The Regional District will make arrangements for the recycling and removal of the scrap metal.

### 12.3. TIRES

This area is established for the recycling of Passenger Light Truck (PLT) Tires and Medium Truck (MT) Tires. The Contractor will maintain the area in a neat and orderly fashion and will keep tires piled and stacked neatly. PLT tires will be kept separate from MT tires. The Contractor will separate out and dispose of any contaminates. The Regional District will make arrangements for the recycling and removal of the tires.

### 12.4. YARD & GARDEN WASTE

This area is established for the recycling of yard & garden materials suitable for composting. The Regional District will provide written information to the Contractor on the types of yard & garden material accepted. The Contractor will maintain the area in a neat and orderly fashion and will stack or pile the material as directed by the Regional District. The Contractor will separate and dispose of any contaminates. The Regional District will make arrangements for the removal and composting of the yard & garden material.

### 12.5. SWAP SHED

A Swap Shed waste exchange building is provided for the reuse of household type items. The Regional District will provide the Contractor with written instructions on the types of materials that are accepted and restricted at the Swap Shed and the required handling of Swap Shed materials. The Contractor will maintain the area in a neat and orderly fashion and will stack or pile and dispose of the material as directed by the Regional District. The Contractor will separate and dispose of any contaminates.

### 12.6. PRODUCT STEWARDSHIP COLLECTION

This area is established for the collection of product stewardship type materials. Such materials include, but are not limited to, used oil products, household hazardous wastes, used electronics and batteries. The Regional District will provide the Contractor with written instructions on the types of materials that are accepted and restricted in the collection program. The instruction will also include handling advice and customer service advice. The Regional District will also supply the equipment necessary for the storage and handling of the collected products. The Contractor will maintain the area in a neat and orderly fashion and will receive the material as directed by the Regional District.

The Regional District may increase or decrease the number and type of marshalling areas and recycling areas at its discretion.

### **13. SNOW REMOVAL AND SANDING**

- 13.1. The Contractor will conduct snow removal operations within the Landfill as directed by the Regional District to maintain continuance of all of the Works at the site including those areas that may be worked by others. The Contractor will keep all roads and unloading Pads within the facility clear of snow and sanded as directed by the Regional District. This includes the scale access and bypass road to a point 50 metres west of the scale house. The Contractor will not allow snow to accumulate to depths of more than 10 centimetres.
- 13.2. The scale deck, approach ramps and the Swap Shed area will be kept free from accumulations of more than 2 cm of snow and kept well sanded during operating hours. The Contractor shall remove any snow and ice on, in and around the scale deck and scale ramps that may interfere with the operation of the scale. Any de-icing products to be used will require pre-approval by the Manager.
- 13.3. The Contractor will remove snow from the Working Face prior to the days filling activities. The snow will be moved so as not to create water ponding or interfere with on-site drainage courses such as swales, ditches and culverts.
- 13.4. The Contractor will keep the inside and outside perimeter road of the electric fence clear of snow during the winter.

### **14. TRAFFIC CONTROL DEVICES**

The Regional District will provide all informational signs, directional devices, barricades and fencing for directing traffic within the Facility. The Contractor will erect, move, place, relocate and maintain these devices at the entrance to the Facility and within the Facility. The Contractor will notify the Manager of any damaged traffic control devices.

The Contractor will be responsible for the preservation of these devices at the Working Face as per Article 7.5.

### **15. ROADS AND UNLOADING PADS**

The Contractor will be responsible to maintain all the roads and unloading Pads within the Facility. The Contractor will level, grade, crown, repair and maintain roads, Pads, and turn-around areas to the satisfaction of the Manager. Such Work will be conducted in a manner to prevent water ponding and promote surface water runoff in a manner suitable to the Regional District. The Contractor will construct all new unloading Pads as required.

The Regional District will be responsible for the construction of all new roads.

### **16. WATER MANAGEMENT**

The Contractor will establish and maintain surface water drainage systems to avoid the accumulation or flow of surface water and precipitation through fill areas, access roads, Pads, and marshalling areas to the satisfaction of the Manager. This will include cleaning out debris from existing surface drainage systems and establishing new surface drainage systems as required. Any culverts required will be supplied by the Regional District and installed by the Contractor.

## **17. SCALE OPERATION**

The Facility is equipped with a weigh scale and a database software system for processing chargeable loads.

- 17.1. The Regional District will issue credit accounts. Approved credit account customers who are subject to tipping fees will process themselves through the automated weigh scale and receipting system provided by the Regional District. The Contractor will assist any credit account holders experiencing difficulty in using the system.
- 17.2. The Contractor will confirm that chargeable loads have been correctly processed through the weigh scale system prior to accepting the materials for disposal or marshalling.
- 17.3. Where a customer does not have a credit account, the Contractor will process the customer through the computer system as directed by the Regional District. The Regional District will provide written instruction to the Contractor as to suitable payment options for non-account holders.
- 17.4. In the event of a temporary power outage or weigh scale equipment failure, the Contractor will issue manual receipts to approved credit account holders.
- 17.5. The Contractor will ensure that computer ticket printers have a continual supply of paper. The Regional District will provide the paper.
- 17.6. The Contractor will remove hard copy records from the computer printer and store them until the Regional District collects them. A copy of the daily summary will be facsimiled to the Regional District's Prince George office at the end of each day on the facsimile machine provided by the Regional District. The Contractor may be asked to print a monthly report and fax it to the Regional District office.
- 17.7. The Contractor will immediately report any computer problems or scale operation problems to the Regional District.
- 17.8. The Contractor will clear the weigh scale deck, ends and footing bulkheads as necessary to prevent accumulation of dirt or any other material between the bulkhead and scale deck so that the scale is in good working order.
- 17.9. The scale house interior and exterior and surrounding area will be kept tidy and clean in appearance at all times.

## **18. ELECTRIC FENCE**

An eight (8) strand electric fence designed to minimize bears from entering the landfill was erected around the perimeter of the landfill footprint in 1994. The fence is approximately 1400 metres in length and has a chain-link ground apron. The Government of B.C. currently requires that the fence be energized from April 1 to November 15 of each year.

- 18.1. When the fence is energized the Contractor will perform daily inspections and testing of the electrified perimeter fence. The Contractor shall supply the required testing meter as approved by the Regional District.
- 18.2. When the fence is energized the Contractor will complete a daily inspection report supplied by the Regional District and forward the report to the Regional District with the monthly invoice. The Contractor will immediately contact the Regional District should the fence fail to perform to the required standards.
- 18.3. The Contractor will conduct minor fence repairs as needed, including the replacement of insulators and preserved wood posts. The Contractor will repair and maintain the fence to the satisfaction of the Regional District.
- 18.4. The Contractor will remove as necessary any litter materials in contact with the fence. The Contractor will control vegetation from the fence line that may interfere with the operation of the fence.
- 18.5. Each spring, at the direction of the Regional District and to the satisfaction of the Manager, the Contractor will inspect and make necessary repairs and tighten fence wires so that the fence can be energized.
- 18.6. Each fall, at the direction of the Regional District and to the satisfaction of the Manager, the Contractor will inspect and make necessary repairs and loosen fence wires so that the fence can be shut down for winter.
- 18.7. The Contractor will immediately report to the Regional District any bear sightings or activities that occur in or around the Facility.
- 18.8. The Contractor will fill and compact any holes or excavations created by bears around the perimeter of the fence.

## **19. SCATTER CLEANUP**

The appearance of the site will be such as to present a well-maintained solid waste management facility at all times.

- 19.1. The Contractor will ensure that all property within a 150 metre radius of the Facility including access roads, ditches and culverts remain clear and free of accumulations of litter or other deposited waste materials.
- 19.2. The Contractor will endeavor to identify any person(s) responsible for unlawful disposal of materials on or near the Facility and provide available evidence concerning identity and/or source to the Manager.

## **20. CONTRACTOR'S LANDFILL OPERATING PERSONNEL**

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the Manager. The Contractor will provide and maintain personnel as follows:

- all personnel must have at least one (1) year experience operating heavy equipment such as large track-type tractors, excavators, loaders and earth moving trucks and using such equipment to complete compaction work, conduct earthwork to achieve grades and elevations, construct and maintain roads and remove snow.
- all personnel must be familiar with computer systems including DOS and Windows based programs and dot matrix computer printers.
- at least one member of the on-site personnel:
  - has in the previous twenty-four (24) months attended a Solid Waste Association of North America (SWANA) recognized Training Sanitary Landfill Operators course, and will continue attendance at such courses at least once every two (2) years during the life of the Contract; or
  - will, within twelve (12) months of the execution of the Contract attend a SWANA recognized Training Sanitary Landfill Operators course and will continue attendance at such courses at least once every two (2) years during the life of the Contract; or
  - has successfully completed and continues to maintain Manager or Technical Associate certification in good standing through the SWANA Manager of Landfill of Operations program.
- must have full knowledge of the Regional District's operating requirements.
- must have a general ability to provide the Regional District's information concerning reduce, reuse and recycle options available within the Regional District to site users.
- must have the ability to immediately contact the Regional District if any problems should arise.
- must have a neat and clean appearance.

## **21. REPAIR SHOP**

The Regional District does not provide an on-site repair facility for the Contractor's use.

## **22. CONTRACTOR'S FACILITIES**

All structures to be constructed or temporarily placed at the Facility by the Contractor will be subject to prior approval by the Manager. The Contractor's request for such facilities must be made in writing to the Manager and will include drawings and details of the structure that specify design features and building materials. The Contractor will be responsible for all building permits and associated costs that may be required. The Contractor will remove such structures from the Facility following completion of the Contract at his own expense.

## **23. REGIONAL DISTRICT'S FACILITIES**

The Regional District has a Scale House and Swap Shed waste exchange area at the Facility. The Contractor will open and close the buildings and access gates in accordance with operating hours. The Contractor will not use these buildings for the storage of any of the Contractor's tools, equipment, and anything else owned by the Contractor unless approved by the Manager.

The Contractor will immediately report to the Regional District any fire, evidence of fire or acts of vandalism to the Regional District's facilities or structures.

The Contractor will not use the Regional District's phone system for personal or business use other than phone calls or facsimile transmissions to the Regional District.

#### **24. SECURITY**

- 24.1. The Contractor will provide and maintain an emergency contact phone number for emergency call out of the Contractor by the Regional District outside of regular operating hours. The Contractor will provide this emergency contact number to the Regional District prior to commencement of the Contract. The Contractor will immediately notify the Regional District of any changes to this emergency contact number.
- 24.2. The Contractor should take all necessary precautions to minimize his exposure to acts of theft and vandalism. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Contractor's facilities and equipment stored at the Facility.

#### **25. REPAIR AND MAINTENANCE WORK**

The Contractor will not store any fluids, lubricants, filtration devices, ozone depleting substances and any other materials at the Facility without the written approval of the Manager.

- 25.1. The Contractor will not do any repair or maintenance work on his equipment at the Facility without the written approval of the Manager. The written request to the Manager must include the Contractor's plan to manage, store and dispose of fluids, lubricants, filtration devices, ozone depleting substances and anything else that may contaminate the ambient environment.
- 25.2. The Contractor will handle and store all fluids, lubricants, filtration devices, ozone depleting substances and anything else that may contaminate the ambient environment in a manner that does not allow for these materials to be introduced into the ambient environment. The Contractor must store and dispose of these materials in accordance with local, provincial and federal criteria and regulations.
- 25.3. Repair work will not interfere with the Work required herein.

#### **26. FIRE CONTROL**

The Contractor will be responsible for any fire entering into the Works.

- 26.1. The Contractor will be responsible for the protection from fire, areas within the Facility as well as the immediately adjacent properties in as much as a fire in the Work or as a result of performing the Work may affect them. No fires are permitted within the Facility without the written approval of the Manager. The Contractor will take all necessary and proper steps to see that all Solid Waste disposed of in the Working Face is treated in such a manner as to prevent fire from breaking out at the Facility.
- 26.2. Any earth materials required to extinguish fires under 26.1 or to restore the surface of the disposal site to grade where a drop was due to fires under 26.1 will be placed and compacted by the Contractor at his own expense.
- 26.3. The Contractor will, in the event of fire within the Facility property, operate his equipment as directed by the Manager or the Chief of the Fire Department to control

and extinguish the fire. In all cases where there is a fire within the Facility the Contractor will make his equipment available for fire fighting purposes at the force account rate.

- 26.4. The Contractor will immediately notify the Regional District should he or his workers observe smoke or flame.

## **27. RECORD KEEPING**

The Contractor must keep the following records and documents. These documents will be made immediately available to the Manager when requested unless otherwise specified.

### **27.1. HEALTH AND SAFETY PLAN**

The Contractor must prepare a Health and Safety plan in accordance with the provincial *Workers Compensation Act*. A copy will be submitted to the Regional District prior to commencing the Work. The Contractor's workers must acknowledge the plan by signing a form that is to be kept on file at the Contractor's Mackenzie facility/office. Training procedures and training records for each worker will be kept on file at the Contractor's Mackenzie facility/office.

### **27.2. SAFETY MEETINGS**

The Contractor will have monthly safety meetings with his workers. Minutes of safety meetings will be emailed or faxed to the Regional District of Fraser-Fort George office and hard copies kept on file at the Contractor's Mackenzie facility/office.

### **27.3. EQUIPMENT MAINTENANCE LOGS**

The Contractor will maintain equipment maintenance records for each machine operating at the facility. The records will detail regular maintenance, repair work and equipment inspections. These logs will be kept on file at the Contractor's Mackenzie facility/office.