



REGIONAL DISTRICT of Fraser-Fort George

COMPACTION AND COVER SERVICES - FOOTHILLS BOULEVARD REGIONAL LANDFILL

INVITATION TO TENDER ES-14-09

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



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INVITATION TO TENDER

The Regional District invites public tender submissions from organizations interested in providing compaction and cover services at the Foothills Boulevard Regional Landfill.

Sealed Tenders, will be received by Natalie Wehner, General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 10:00 am on May 23, 2014. Tenders must be sealed and returned in an envelope labelled "COMPACTION AND COVER SERVICES - Foothills Boulevard Regional Landfill Invitation to Tender ES-14-09". 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 10:15 am on May 23, 2014 at the Regional District Offices at 155 George Street.

The work to be performed under this Invitation to Tender is described as the compaction and cover of solid waste and the extraction and stockpiling of soil cover materials at the Foothills Boulevard Regional Landfill.

Invitation to Tender documents may be obtained on or after May 6, 2014:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca;
- B) On the BCBid® website at www.bcbid.gov.bc.ca; or
- C) In a hard copy format from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, B.C. between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy Invitation to Tender package is twenty dollars (\$20) (tax included) and is non-refundable.

A mandatory pre-tender site meeting will be held at 10:00 am on May 13, 2014 at the Foothills Boulevard Regional Landfill site.

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.

The lowest or any proposal will not necessarily be accepted. The Regional District of Fraser-Fort George ("Regional District") reserves the right to accept or reject any or all proposals. Facsimile proposals and electronic proposals 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

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
COMPACTION AND COVER SERVICES - FOOTHILLS BOULEVARD REGIONAL LANDFILL
INVITATION TO TENDER ES-14-09

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 on or after May 6, 2014:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca;
- B) On the BCBid® website at www.bcbid.gov.bc.ca; or
- C) In a hard copy format from the Service Centre at 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 Invitation to Tender package is twenty dollars (\$20) (tax included) and is non-refundable.

It is the sole responsibility of the respondent to ascertain that they have received a full set of Invitation to Tender documents. Upon submission of their tender, 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

Acknowledgement Letter

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and email or fax the signed Acknowledgement Letter to the attention of Dana Ferguson, Operations Leader.

A respondent who signs and returns the Acknowledgement Letter is not 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 Natalie Wehner, General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd Floor, 155 George Street, Prince George, BC, not later than 10:00 am local time on May 23, 2014 to be opened in public on May 23, 2014 at 10:15 am in the Regional District Offices 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
COMPACTION AND COVER - FOOTHILLS BOULEVARD REGIONAL LANDFILL
Invitation to Tender ES-14-09

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 (Friday, May 23, 2014 at 10:00 a.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 Owner is not material, the Owner may waive the defect or accept the Tender.

The Owner 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.

Proof of Ability

The Tenderers 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 Tenderers 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 Ten Thousand Dollars (\$10,000) 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 Ten Thousand Dollars (\$10,000) Security Deposit.

Irrevocable Commercial Letter of Credit

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit provided in the amount of One Hundred Twenty Thousand Dollars (\$120,000) on award of contract. 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 this surety will result in forfeiture of the Security Deposit.

Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or other documents 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 Petra Wildauer, General Manager of Environmental Services. Upon receipt of the written request for clarification, the General Manager 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 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, 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 August 1, 2014 at 12:01 a.m. and the Contract will stay in force until midnight July 31, 2017. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates to the maximum of two (2) years. The Contract duration will not exceed five (5) years.

Location of Site

The Foothills Boulevard Regional Landfill is located at 6595 Foothills Boulevard within the City of Prince George.

Pre-Tender Site Meeting

A **mandatory site meeting** will be held for all prospective bidders. The meeting will be held at the Foothills Boulevard Regional Landfill at 10:00 a.m., Tuesday, May 13, 2014. A representative of the Regional District will provide an overview of the contract expectations and be available for questions pertaining to the tender package. Tender submissions received from any bidder who did not attend the mandatory site meeting will be rejected.

Tender Submissions

Tenderers will complete pages 9 through 22 and submit these pages, along with their Security Deposit, in a sealed envelope.

Submissions which 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.

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

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

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

TENDERER CHECKLIST

Before submitting your tender, 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?
 - › List of Contractor's Personnel? _____
 - › List of Sub-Contractors? _____
 - › List of Equipment? _____
 - › Tenderer's Experience in Similar Work? _____
 - › Goods and Services Tax Information? _____
 - › Any Addenda that were issued? _____
- Are the documents complete? _____
- Are the documents enclosed in a sealed envelope? _____

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

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

- Attention: Natalie Wehner, General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- Regional District of Fraser-Fort George
Compaction and Cover- Foothills Boulevard Regional Landfill
Invitation to Tender ES-14-09
- Responding Organization's name and address.

TENDER FORM

Date: _____
(To be completed by Tenderer)

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

ATTENTION: Natalie Wehner, General Manager of Financial Services

Dear Madam:

Having carefully examined the Instructions to Tenderers, Tender Form, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and having satisfied ourselves 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 Compaction and Cover at the Foothills Boulevard 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, 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 is notified in writing of the acceptance of this Tender, 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 security deposit in the amount of Ten Thousand Dollars (\$10,000).

It is understood that the successful Tenderer will forfeit all claims for execution of a contract with the Regional District if the Tenderer fails or refuses to execute a contract 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 officer of Corporate Tender)

Address of Tenderer

SCHEDULE OF PRICES – TENDERED PRICE

To Supply all necessary equipment, labour, materials, supervision and all things necessary to provide compaction and cover services at the Foothills Boulevard Regional Landfill in accordance with the attached General Conditions of Contract and Operational Specifications.

Tender Price

- A. Weight Based Unit Price (see Article 19 - Payment – General Conditions for work included in this price) \$ _____ per tonne (GST extra)
- B. Volume Based Unit Price (see Article 19 - Payment – General Conditions for work included in this price) \$ _____ per cubic metre (GST extra)

Tender Sum

The quantities listed under Tender Sum are estimates only, and are in no way guarantees of weights and volumes to be handled by the Contractor. The purpose of these quantities is only for comparison of tender submissions using a four (4) year average.

- C. Total cost to compact and cover 78,000 tonnes of solid waste (A x 78,000) \$ _____
- D. Total cost to extract and supply 48,500 m³ of soil cover material (B x 48,500) \$ _____
- E. TOTAL TENDERED SUM (Sum C + D) \$ _____**

[Article 19 of the General Conditions provides that the Tendered Price will be increased by two percent (2%) on the 1st day of August in each successive year that the contract is in force.]

SCHEDULE OF PRICES – FORCE ACCOUNT WORK

Force Account hourly rates will be supplied for the specified compactor and specified track-type crawler tractor for work that maybe required in addition to the Work specified herein.

The Contractor may supply Force Account hourly rates for equipment that the Contractor may be able to make available for additional work required at the Facility in addition to that specified. List type, make, model, year and serial number and hourly rate of equipment to be utilized.

*Type, make, model, year and serial number of equipment	Rate Per Hour (Excluding GST)
SPECIFIED COMPACTOR	
SPECIFIED TRACK-TYPE CRAWLER TRACTOR	
SPECIFIED HAULING TRUCK	

[Article 19 of the General Conditions provides that the Tendered Price on equipment rates will be increased by two percent (2%) on the 1st day of August in each successive year that the contract is in force.]

*If additional space is needed please attached additional sheet

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. As the job is service oriented, the Regional District is looking for the Contractor's employees to have customer service experience.

Name of Employee	Employee's Experience / Qualifications

Name of Supervisor	Supervisor's Experience / Qualifications

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.

Name of Sub-Contractor	Experience / Qualifications	Work to Be Performed by Sub-Contractor

LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of equipment they propose to use on the site. 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

GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name _____

Address _____

City _____ Province _____

Postal Code _____ Phone Number _____

Are you a GST 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

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 _____ at Foothills Boulevard Regional Landfill, under Contract ES-14-09 Compaction and Cover Services - Foothills Boulevard 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)

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year of 2014 by and between the Regional District of Fraser-Fort George, hereinafter 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 "Compaction and Cover Services – Foothills Boulevard Regional Landfill" Contract ES-14-09 for the term August 1, 2014 to July 31, 2017; and
 - (b) Commence to actively proceed with the Work of the Contract on August 1, 2014.
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, 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 Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract 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 _____.
(Address)

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 Contract this _____
day of

_____, 2014.

Contractor:

Contractor's Name - *please print*

Signature

Name and Title - *please print*

Date

Signed on behalf of
Regional District of Fraser-Fort George:

Chair

Corporate Officer

Signature

Name and Title - *please print*

Date

Date

Date

General Conditions

1. DEFINITION OF TERMS	24
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General Conditions

1. DEFINITION OF TERMS

"Additional Waste" means certain Controlled Wastes as described herein under the definition herein.

"ADC" means Alternate Daily Cover or a cover material other than soil such as tarps, foam, wood chips, grinders, other ground materials, etc.

"Bulky Waste" means metal containers or other manufactured articles having a volume greater than one and a half m³ (1.5), or timbers or other items greater than two and a half metres (2.5 m) 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 in front of page one.

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

"Controlled Waste" means certain hazardous waste, Special Waste, liquid waste, and refuse which is approved for disposal at the Foothills Boulevard Regional Landfill site but which, because of its inherent nature and quantity may require special handling and disposal techniques to avoid creating health hazards, nuisances or environmental pollution or as defined in the site operation bylaw. 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, alternative daily cover, or other suitable material for covering solid waste and exhibiting characteristics that reduce odours in nuisances, vectors, fires and litter.

"Day's Refuse" means the total volume of Solid Waste handled by the Contractor in a working day.

"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 Foothills Boulevard Regional Landfill.

"Hazardous Waste" means 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 lease to the Regional District of Fraser-Fort George within the City of Prince George operated as the Foothills Boulevard Regional Landfill.

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

"Manager" means the General Manager or equivalent for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

"Owner" means the Regional District of Fraser-Fort George.

"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 Foothills Boulevard 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) special waste, 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 Foothills Boulevard 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.

"Special Waste Regulation" means a regulation of the Province of British Columbia under the *Waste Management Act* or the Special Waste Regulation affected 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 Special 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 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 Owner 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 Owner, 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 Owner's representative during the period of operation and will observe the Work in progress on behalf of the Owner 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 supervisor is to have industry certification and experience. The supervisor will be on site during the operating hours of the facility as per the schedule. 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 their 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 supervisor will have a daily meeting with the designated Regional District employee at the beginning and end of the day.

The Contractor will keep on the Work at all times sufficient onsite personnel (minimum 2) 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 Owner'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, is intoxicated or 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 OWNER

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 take corrective actions. The Owner 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.

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 Foothills Boulevard Regional Landfill, the Owner retains the right to terminate this Contract without notice.

Any salvaging by the Contractor, their employees or sub-contractors will be considered a breach of Contract and 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 Owner 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 Owner 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 Owner, 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 Owner payment for the Work completed. The Owner 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 Owner 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 Owner payment for the Work completed. Such termination will be effective, upon the Contractor giving notice thereof.

10. SUSPENSION OF WORK BY THE OWNER

The Owner 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 Owner 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 Owner. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

12. OWNER'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 Owner may be found to be out of compliance of the Permit or Operating Certificate requirements, the Owner may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Owner 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 Owner by the Contractor, as specified in the Instruction to Tenderers, will be held by the Owner and may be drawn upon at any time up to sixty (60) days following completion of the Contract.

15. PERMIT AND REGULATIONS

The Owner will acquire and retain landfill and composting site operating permits or operational certificates issued by the Ministry of Environment and will acquire relevant Open Burning 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, omission, 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 Foothills Boulevard 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 employees 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 employees 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 Owner, 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 Owner 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 Owner;
- 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 Owner.

Payment will be made in accordance with the unit prices in the Schedule of Prices for actual quantities of completed Work. Payment may have financial penalties withheld as outlined in Section 23.

The tendered **Weight Based Unit Price** includes compaction and cover services and all other services and Work required in the Contract with the exception of the Work required to extract and supply cover material. The tendered **Volume Based Unit Price** is for all services and Work required to extract and stockpile soil cover material.

Weight based payment data will be the weight (tonnes) measured by the Owner on the Owner's scale system at the Facility. The Contractor will only be paid for Solid Waste that they compact and cover. In the event the scale system is inoperable, the Owner will estimate the weight (tonnes) of Solid Waste received and Worked by the Contractor during the period that the scales are inoperable. The Owner will supply the applicable data to the Contractor for Work that has been completed.

Volume based payment data will be the measurement of the volume (m³) of soil Cover Material stockpiled. The Owner will determine the volumes required. Where there is a discrepancy in the volumes stockpiled, a representative of the Owner and a representative of the Contractor shall measure the piles as stockpiled and calculate the volumes of material stockpiled. Where the two representatives cannot agree, the Manager shall determine the volume of material stockpiled.

The Contractor will not be paid for any Solid Waste or other material that they do not compact and cover, and for Cover Material that they do not extract and stockpile.

The payment rate will be increased annually by two percent (2%) on Tender rates and equipment rates on the first day of August in each successive year in which the Contract is in force.

20. QUITCLAIM & RELEASE

The Contractor is not entitled to Landfill Gas proceeds. The successful tenderer will be required to sign Quitclaim & Release Form.

21. GOODS AND SERVICES TAX (G.S.T.)

Federal law states that five percent (5%) 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.

22. 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://nrccan.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 \$1.350 per litre for diesel (as of August 1, 2014) will be used as a starting point for Contract ES-14-09.** For example, if the index reports a price of \$1.153 on August 1, the fuel surcharge payable for the tendered unit price for the month of August will be decreased by 1.50%. If on September 1, the price is reported at \$1.520, then the Fuel Surcharge for the tendered unit price in August will be increased by 1.00%.

Fuel Surcharge Rate Adjustment Scale Table

Fuel Price is at Least	But Less Than	Fuel Surcharge
\$.800	\$.850	-4.50%
\$.850	\$.900	-4.00%
\$.900	\$.950	-3.50%
\$.950	\$1.000	-3.00%
\$1.000	\$1.050	-2.50%
\$1.050	\$1.100	-2.00%
\$1.100	\$1.150	-1.50%
\$1.150	\$1.200	-1.00%
\$1.200	\$1.250	-0.50%
\$1.250	\$1.300	0.00%
\$1.300	\$1.350	0.00%
\$1.350	\$1.400	0.00%
\$1.400	\$1.450	0.50%
\$1.450	\$1.500	1.00%
\$1.500	\$1.550	1.50%
\$1.550	\$1.600	2.00%
\$1.600	\$1.650	2.50%
\$1.650	\$1.700	3.00%
\$1.700	\$1.750	3.50%
\$1.750	\$1.800	4.00%

23. PAYMENT WITHHELD OR DEDUCTED

The Owner 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 exists unsatisfied claims for damages caused by the Contractor to anyone employed on the site or retained in connection with the Work.
- e. Where equipment that is inoperable and where the Contractor fails to meet the Contract requirements for Supply of replacement equipment, the Owner may deduct the equivalent amount to the Force Account rate on the Schedule of Prices on an hourly basis during each operating day that the equipment is inoperable.
- f. Where the insufficient compaction penalty has been incurred by the Contractor, the financial penalty for compaction failure will be the monthly tonnage for that month times ten percent (10%) of the tonnage rate as per the bid. For example, June's tonnage of ten thousand (10,000) tonnes x bid price (\$10.00/tonne x 10% = \$10,000) will be the penalty withheld from the monthly invoice.
- g. Where the Owner has corrected a deficiency under Article 12.
- h. Where the Contractor has incurred the insufficient cover penalty as set out on Page 52, Section 10.2.
- i. Where Sub-Contractors or suppliers of materials are not receiving prompt payment, the Owner may make payment to such Sub-Contractors or suppliers directly having deducted those amounts from payments to be made that are otherwise due to the Contractor.

24. 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 Owner from liability arising out of any such claims of lien.

25. 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.

26. INSURANCE

The Contractor will, at their own expense, provide the following insurance. Each policy will contain a clause stating that:

"this policy will not be changed or amended in any way, nor cancelled or materially changed without the Insured giving at least thirty (30) days notice by registered mail to the Owner."

Certified copies of these policies will be filed by the Contractor with the Owner prior to commencement of the Work. The Contractor will provide to the Owner, upon renewal of these policies, certified copies. 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 named insured.

26.1 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 Owner, 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 Owner. 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.

26.2 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.

26.3 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.

26.4 Contractor's Equipment Insurance

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Owner will not be liable for any loss or damage to Contractor's equipment including loss of use thereof.

26.5 Firefighting Expenses Insurance

The Contractor will buy, and keep in force at their expense until completion of the Contract, firefighting expense insurance in the amount of Three Million Dollars (\$3,000,000.00). Such insurance is to include forestry firefighting expenses and will be in the name of the Contractor and the Owner.

27. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., August 1, 2014 to midnight, July 31, 2017. The Contract may be renewed on a period-by-period basis at the Owner's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates as adjusted annually in accordance with Article 19.

28. FORCE ACCOUNT WORK

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

29. WORKSAFEBBC

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 after that during the term of the Contract.

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

30. 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 Owner 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 Owner 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.

31. 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.

32. SEVERABILITY

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

NOTICE OF PROTEST

TO: General Manager
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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Operational Specifications

1. GENERAL

These specifications describe the compaction and cover operation at the Foothills Boulevard Regional Landfill located at 6595 Foothills Boulevard in Prince George, B.C. The Facility is a regional sanitary landfill accepting municipal solid waste and construction, demolition and land-clearing waste and other types of waste suitable for landfilling as determined by the Owner.

The Facility has source-separated waste reduction programs including windrow composting for yard and garden materials, scrap metal recycling and scrap tire recycling. The Foothills Boulevard Regional Landfill is designed to be a regional landfill facility that will eventually handle all the Solid Waste materials requiring landfill disposal within the Regional District.

The Regional District completed its Regional Solid Waste Management Plan in 2008. The Plan's intention is to reduce the waste coming into the Landfill.

This goal is to be achieved through a number of waste diversion initiatives that include reduce, reuse, recycling and composting activities. The Regional District will continue to implement feasible waste diversion solutions in its continued effort to reduce the burial of solid waste.

1. The Contractor will at their own expense pay for and Supply all equipment, labour and materials to deposit, bury, compact and cover all Solid Waste at the landfill site and extract and stockpile soil Cover Material in accordance with the conditions herein.
2. The Contractor will accept for disposal all Solid Waste as directed by the Owner.
3. The Contractor will carry out and comply with every order and instruction given by the Owner pursuant to applicable provincial and federal legislation, criteria and guidelines in operating the Landfill.
4. The Landfill will be operated in accordance with permits and operational certificates issued by the Ministry of Environment 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, the Integrated Landfill Management Plan, the Landfill Gas Management Plan, B.C. Environment's Landfill Criteria for Municipal Solid Waste and industry accepted practices.
5. The Contractor will agree to exercise good public relations in exercising their authority under this Contract.
6. All salvage arrangements, including controlled removal of materials from the site, will be the responsibility of the Owner. 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 Foothills Boulevard Regional Landfill site or anywhere else in the region.
7. The Contractor will be a member in good standing with the Solid Waste Association of North America.

8. The Facility is located on the outer edge of the City and can attract wildlife. The Contractor should ensure that employees are properly trained so that wildlife conflicts are avoided.
9. The Contractor will ensure that their employees do not smoke anywhere within the Facility.

2. OPERATING HOURS

The landfill operates to accept Solid Waste based on the following operating hours:

Summer – April 1 to October 31

Monday to Saturday 7:00 a.m. to 7:00 p.m.
Sunday 10:00 a.m. to 7:00 p.m.

Winter – November 1 to March 31

Monday to Friday 7:00 a.m. to 5:00 p.m.
Saturday 7:00 a.m. to 4:00 p.m.
Sunday 10:00 a.m. to 4:00 p.m.

The landfill is open from 9:00 a.m. to 5:00 p.m. on the following holidays; Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and Boxing Day.

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

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

The Contractor will Provide and maintain an emergency contact phone number for emergency call out of the Contractor by the Owner outside of regular operating hours. The Contractor will provide this emergency contact number to the Owner prior to commencement of the Contract.

3. QUANTITIES

The table below shows the weight of waste materials buried at the Foothills Boulevard Regional Landfill over the past four (4) years. As noted in Section 1, General, the Regional District completed its Regional Solid Waste Management Plan in 2008 and the newly implemented provincial programs will commence in 2014. If programs are successful then there is potential for the waste being hauled to the Landfill site being reduced by up to 30%.

Over the past three (3) years, on average, forty eight thousand and five hundred cubic metres (48,500 m³) per year of soil cover material has been extracted, and stockpiled from the Facility borrow pit. This data demonstrates historical trends 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.**

Overview of Quantities

	2010	2011	2012	2013	Average
Refuse Buried	77,000 t	76,000 t	79,000 t	80,000 t	78,000 t
Cover Material	63,342 m ³	47,936 m ³	41,104 m ³	41,947 m ³	48,500 m ³

4. MATERIALS NOT ACCEPTED

The Owner 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 while preparing the Solid Waste for compaction. The Contractor will not knowingly bury, compact or cover any Controlled Waste and Prohibited Waste unless directed to do so by the Manager. When the Contractor identifies a Controlled Waste or Prohibited Waste co-mingled with other Solid Waste they will immediately notify the Owner's staff at the landfill scale house.

The Contractor will notify the Owner's landfill staff where the following is observed:

- waste is a powder, sludge, gaseous 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's personnel.

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

5. CONTRACTOR'S EQUIPMENT

The Contractor will Provide the following equipment that will be at the Landfill in working order at all times and available for Work and equipped to complete the Work as required herein. All equipment provided for the purpose of the Work will be as listed in the List of Equipment.

5.1 Compactor

One four-wheeled steel-wheeled compactor originally designed and built especially for compaction of solid waste at landfill sites and not converted from some other use meeting the following specifications:

- a model year of 2009 or newer or certified as rebuilt (documentation required);
- a minimum manufacturer's specified operating weight of 22,600 kg;
- ability to climb Working Faces of solid waste up to 5 metres in height;
- an enclosed cab with working ventilation and all season climate control systems;
- a design that allows the operator to have a clear and unobstructed view whenever operating the compactor in a forward or reverse direction; and
- a working two-way communication system.

The steel-wheeled compactor will operate continually at the Working Face throughout the day. Typical work includes but is not limited to:

- pushing, spreading, levelling, grading and compacting Solid Waste to the minimum required density;
- pushing, spreading, levelling and grading daily soil Cover Material; and
- pushing, spreading, levelling, grading and compacting intermediate soil Cover Material.

5.2 Track-Type Crawler Tractor

One track-type crawler tractor meeting the following specifications:

- a model year 2013 or newer;
- a minimum manufacturer's specified weight of 21,000 kg;
- a flywheel horsepower of 165 or greater;
- an enclosed cab with working ventilation and all season climate control systems;
- a design that allows the operator to have a clear and unobstructed view whenever operating the compactor in a forward or reverse direction; and
- a working two-way communication system.

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;
- deploying alternative daily cover system;
- pushing, levelling, grading and maintaining a quality unloading Pad and secondary Roads;
- pushing, spreading, levelling, grading and compacting soil material to create an earthen berm Cell;
- pushing, spreading, levelling, grading and compacting soil material to create a face berm; and
- snow removal on secondary access Roads, the borrow pit area, and unloading Pads near the Working Face.

5.3 Other Equipment

Any equipment used by the Contractor for the extraction and stockpiling of cover material, or any other equipment used by the Contractor to complete Work, will be of a design suitable for use in a landfill environment and in good working order. All equipment will have:

- an enclosed cab with working ventilation and all season climate control systems;
- a design that allows the operator to have a clear and unobstructed view whenever operating the equipment in a forward or reverse direction; and
- a working two-way communication system.

Where the Manager is not satisfied with the condition or suitability of this equipment, the Contractor will follow all orders given by the Manager to the Contractor to repair or replace the equipment.

5.4 Water Tank

One Water Tank - 2,500 litre capacity tank on rubber tired trailer with one hundred feet (100 ft) of one point five inch (1.5 in) fire hose. The water tank and all required firefighting equipment will be in good working order and be able to discharge water for the purpose of firefighting. During spring, summer and fall months, the tank will contain two thousand five hundred litres (2,500 L) of water. The Contractor will, at their own expense, twice per year, and in the presence of the Owner'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 tow the water tank with their on-site equipment.

5.5 Maintenance and Repair of Contractor's Equipment

The Contractor will maintain and repair their 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 by the Manager. The Contractor will keep, maintain and operate their equipment in a condition in accordance with the provincial *Workers' Compensation Act*.

5.6 Communication Equipment

The Contractor's equipment will have working two-way communication systems. The two-way communication system will allow the Contractor's staff to communicate with the Owner's landfill staff during Facility operating hours. The Contractor's two-way communication system must not interfere with the Owner's current Facility two-way radio system. The Contractor will Supply the Owner with any equipment necessary that will allow for two-way communication between the Contractor and the Owner.

5.7 Standby Equipment

The Contractor will provide, at their expense, stand-by equipment so that, in case of break-down, the cover and compaction operation will not be interrupted. Whenever an equipment breakdown occurs, the Contractor must immediately notify the Manager in writing 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 for providing replacement equipment.

If the Contractor's equipment is inoperable, the Contractor will provide replacement equipment on the following basis:

- 5.7.1 If the steel-wheeled compactor breaks down or is inoperable, and the track-type crawler tractor is operating, the Contractor will provide within seventy-two (72) hours of the breakdown a working replacement compactor equivalent to or exceeding the specifications of the original compactor and of a model year 2000 or newer.
- 5.7.2 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, and of a model year 2000 or newer.

In the event that both the compactor and track-type crawler tractor are inoperable and the Contractor is not able to meet the Contract requirements herein, the Owner may choose to correct the deficiencies as detailed in Article 12 Owner's Right to Correct Deficiencies.

6. WORKING FACE OPERATION

The Owner will provide direction to the Contractor as to the 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 Owner 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 Owner.

- 6.1 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.
- 6.2 The Contractor will maintain the Working Face and the unloading Pad to a width between twenty-five metres (25 m) and thirty metres (30 m) unless otherwise directed by the Manager.
- 6.3 The Contractor will keep the unloading Pad area clear of Solid Waste at all times.
- 6.4 The Manager will establish the height of Lifts. The height of Lifts should typically not exceed five metres (5 m) and typically not be less than three metres (3 m). Inclined slopes of the Working Face will typically be no steeper than 3:1 (horizontal:vertical).
- 6.5 The Contractor will level, grade and maintain secondary Roads, Pads, turn-around areas or other vehicle access associated with the Working Face utilizing the track-type crawler tractor. Such Work will be conducted in a manner to prevent water ponding and promote surface water runoff in a direction suitable to the Manager.
- 6.6 The Owner will Supply informational signs, barricades and directional devices in and near the Working Face and unloading Pad area. The Contractor will place, relocate and maintain these signs, barricades and directional devices throughout the working day. 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 their own expense.
- 6.7 The Contractor will not permit any Solid Waste to be removed from the Working Face area(s) of the site.
- 6.8 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 Manager will direct where the face berm will be developed and the manner in which the face berm will be developed.
- 6.9 The potential for collision between heavy equipment and other vehicles exists at the unloading Pad area near Working Face. The Contractor will be responsible for ensuring collision avoidance. The Contractor will have only one (1) company vehicle in the Active Face area at one time and safely parked away from working area.
 - 6.9.1 When the Contractor's equipment is operating at the Working Face the equipment operator will ensure that their machine does not come within ten metres (10 m) of vehicle(s) or person(s) in the unloading Pad area near the Working Face. If the heavy equipment operator is working the Working Face with their machine and a vehicle enters the unloading Pad

area, the operator will move their machine at least ten metres (10 m) away from the vehicle and park until the Pad area is clear.

- 6.9.2 The heavy equipment operator must operate their machine in a manner that ensures they have a clear and unobstructed view of the unloading area whenever approaching an unloading Pad area. The operator will always have 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.
- 6.10 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. The spotter must have verbal contact with the equipment operator.
- 6.11 The Contractor will be responsible for any damage caused by the Contractor to Facility survey reference points as set or established. These survey reference points will be repaired and/or replaced at the expense of the Contractor.
- 6.12 The Contractor will be responsible for any damage caused by the Contractor to Facility environmental monitoring stations as set or established. These environmental monitoring stations will be repaired and/or replaced at the expense of the Contractor.

7. SCATTER

- 7.1 The Contractor will Supply, install, relocate and maintain a litter/scatter control device that is effective in minimizing windblown scatter from the Working Face. Scatter in the Active Working Face area is the responsibility of the Contractor. Annual spring scatter needs to be completed to the manager's satisfaction.
- 7.2 The Contractor will be responsible for all scatter clean-up as a result of insufficient compaction, cover, wind blow and non-maintained scatter fencing. The Regional District staff will be responsible for the scatter within two hundred metres (200 m) of the Transfer Station at the front of the Facility.
- 7.3 The Contractor will be required to keep records of man hours spent on scatter, yearly average of 1500 hours minimum.
- 7.4 The Contractor will be responsible for setup, maintenance and relocation of scatter fencing.

8. COMPACTION

The Contractor will operate the compactor each day for a sufficient amount of time and in a suitable manner to break down, level and compact Solid Waste to an in place density of at least seven hundred fifty kilograms per cubic metre (750 kg/m³).

- 8.1 The Contractor will spread the Solid Waste in layers on the Working Face no more than sixty centimetres (60 cm) thick. The compactor will make a sufficient number of passes over the spread layer of Solid Waste to reach the minimum in

place density. On each pass, the compactor 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 trim any high spots to ensure a smooth grade approved by Regional District staff, and fix if necessary, 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.
- 8.4 When the Manager establishes a separate Working Face for demolition, land clearing and construction debris, the Contractor may use the track-type crawler tractor for compaction Work.
- 8.5 The Contractor will be responsible for all scatter clean-up as a result of insufficient compaction, cover, wind blow and non-maintained scatter fencing. The Regional District staff will be responsible for the scatter within two hundred metres (200 m) of the Transfer Station at the front of the Facility.
- 8.6 The Contractor will be responsible for setup, maintenance and relocation of scatter fencing.

9. COMPACTION TESTING

The Contractor, at their expense, will conduct tests to ensure the in place compaction density is being achieved. The frequency of tests will be at the Owner's discretion.

Testing methodology is as follows:

- 9.1 The Owner 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. There will be two tests per month and an average of the two must meet at least seven hundred fifty kilograms per cubic metre (750 kg/m³).
- 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. This truck will be provided by the Contractor at their expense.
- 9.3 The Owner 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 three metres (3 m) by three metres (3 m) wide and three metres (3 m) 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 seven hundred fifty kilograms per cubic metre (750 kg/m³) the following will apply:

1. The area in question will be excavated and re-compacted at the Contractor's expense until the minimum compaction density is achieved.
2. A financial penalty will be implemented as set out in Page 34. The financial penalty for compaction failure will be the monthly tonnage for that month times ten percent (10%) of the tonnage rate as per the bid. For example, June's tonnage of ten thousand (10,000) tonnes x bid price (\$10.00/tonne x 10% = \$10,000) will be the penalty withheld from the monthly invoice.

10. COVER MATERIAL

The Contractor will be responsible for the Supply of all Cover Materials required. This includes the extraction and stockpile of soil Cover Materials to the Working Face area or to areas requiring intermediate cover and the supply of Alternative Daily Covers. The Contractor will apply Cover Material over compacted Solid Waste at the end of each day before the Contractor leaves the Facility. Cover material can be extracted from any borrow area within facility as directed by the manager.

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 garbage after Cover Material has been applied. The Owner will provide direction to the Contractor as to the type of daily Cover Material to be used and the method of deployment of the Cover Material. The Contractor and Regional District staff will follow the Daily cover procedure attached hereto as Appendix 'A'.

10.1.1 ALTERNATIVE DAILY COVER

The Regional District is working to operate the facility as efficiently as possible. The use of ADC in place of soil material aids reduction of air space usage therefore extending the facility life span.

The main priority will be the use of ADC at the facility also scrapping old cover or intermediate cover or road base when feasible to reuse as much material as possible.

ADC is the primary cover used for daily cover at the facility. Once per week it will be required to do a thorough cover out of the working cell.

The Contractor will Supply Alternative Daily Covers (ADC) and use the ADC's as directed by the Owner. ADC's include the use of reusable tarps, geosynthetic blankets, foam films, permanent films and/or other industry-acceptable ADC methods. The Owner 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 their ADC is in good working order and will, at their expense, repair any damage to an ADC or an ADC deployment system.

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

10.1.2 SOIL DAILY COVER

The Contractor will push, spread and compact soil Cover Material from the stockpile in a manner that results in a smooth and depression-free grade. Daily cover will be applied to a compacted depth of one hundred fifty millimetres (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 FREE COVER MATERIAL

The Regional District will designate a stock pile area for free cover material. Maintaining the stock pile at forced work rates, tipping deck as per Contract. Keeping area clear of snow and accessible will be at the Contactor's expense. In the event that Free Cover material is dumped at the Active Face for use the Contractors will be paid 1 out of 4 loads for pushing based on 10 m³ volume per load. Prior to pushing of the free cover volumes to be confirmed with a Regional District employee. It is the Regional District sole discretion if free cover material is dumped at the Active Face or the designated stockpile.

10.1.4 INTERMEDIATE COVER

The Contractor will apply intermediate Cover Material to compacted and covered Solid Waste as directed by the Manager. Typically, soil is used as an intermediate Cover Material. 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 three hundred millimetres (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

10.1.5 FINAL COVER

The Owner will be responsible for any final cover construction.

10.1.6 COVER MATERIAL EXTRACTION

The Contractor will Provide and operate heavy equipment to complete the extraction and stockpiling of soil cover material at the Facility.

The soil cover material will be extracted from any of the borrow area(s) within the landfill Facility and stockpiled in the area(s) as directed by Owner's staff.

The frequency of work and volume of cover material to be provided will be at the discretion of the Owner. The Owner's representative will advise the Contractor as to the desired volume of material required for a particular extraction and stockpile event.

The Contractor will maintain the borrow area as directed by the Owner. The Contractor will comply with all legislation and regulations governing the operation of borrow area works.

The Contractor will ensure that their work does not impede existing surface water drainage unless otherwise directed by the Owner.

Work will be conducted during landfill operating hours.

- 10.2 Failure to cover properly and leaving exposed refuse will result in a financial penalty of a twenty-five percent (25%) tonnage rate charge from the day prior (i.e. two hundred (200) tonnes on Wednesday x \$10.00 tonne x 25% = \$500). Penalty to be withheld from monthly payment as set out on Page 34, Section 23.

11. CONTROLLED WASTE

The Owner 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 quantity of Controlled Waste. Controlled Waste material will be disposed of in one of the following manners at the discretion of the Owner:

11.1 Incorporation into The Working Face

Some Controlled Waste materials will be incorporated into the Working Face.

11.2 Trench

Some Controlled Waste materials will be incorporated into a trench. Where trench disposal is required, the Contractor will, at their expense, with Regional District staff direction on where the controlled waste is to be placed, excavate the trench and complete any backfilling of the trench. Trench excavation may occur

near the Working Face or at another location within the Facility. The Contractor will complete any surface grading that may be required once disposal has been completed. The Contractor will also be responsible for Cover Material levelling, grading and compacting.

11.3 Earthen Cell

Some Controlled Waste materials will be incorporated into earthen Cells. The Contractor will shape and compact all berms required to construct the earthen Cell for Controlled Waste disposal. The Owner will provide and stockpile soil material for the development of earthen cells near the area of where the Cell will be developed. The Manager will determine the location of the Cell and the manner in which the Cell will be constructed. The Contractor will completely cover and compact the Controlled Waste Material as directed by the Manager after the Controlled Waste has been deposited into or near the earthen Cell.

11.4 Earthen Cell

Cover and Compaction rates applies for preparation and covering the controlled waste area.

12. FORCED WORK

The Contractor will provide an equipment list and rates for onsite forced works as needed.

Regional staff will issue a work order for all forced works. Once issued the work order to the onsite Contractor's Supervisor, work is to be done within 24 hours or an agreeable timeline for works to occur.

13. SNOW REMOVAL

The Contractor will keep all secondary access Roads and unloading Pads and soil cover material borrow areas clear of snow with the track-type crawler tractor. The Contractor will not allow snow to accumulate to depths of more than ten centimetres (10 cm) on these secondary Roads and unloading Pads.

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 problems or interfere with on-site drainage courses such as swales, ditches and culverts.

The Owner will be responsible for clearing snow operations from other areas within the Facility, which include the compost area, transfer station area, and primary roads. New areas for Active Face or marshalling pad during winter months. Once cleared of snow it is the Contractors responsibility to keep clear.

14. TRAFFIC CONTROL DEVICES

The Owner will erect and maintain information signs at the entrance to the Facility. The Owner will initially provide all signs, directional devices, barricades and fencing for directing traffic to the unloading Pads and Working Faces.

The Contractor will be responsible for the preservation of all signs, directional devices, barricades and fencing used at the unloading Pad and Working Face to direct and control traffic. The

Contractor will also move these signs, directional devices, barricades and fencing as required. Where the Contractor fails to preserve these traffic control devices, the Contractor will, at their expense, replace these with equivalent products approved by the Manager.

15. ROADS AND UNLOADING PADS

The Owner will be responsible to construct primary and secondary Roads, Ramps and Pads used to access disposal areas and Working Faces.

The Contractor will be responsible to maintain all the secondary Roads and unloading Pads within the landfill Facility leading to and near the Working Face(s). Such Roads and Pads will be maintained to the satisfaction of the Manager. Maintenance includes grading, crowning and repairing damaged Roads with the track-type crawler tractor, and applying sawdust / woodchip type material to Road and Pad surfaces. The Contractor will be responsible for loading, from on-site stockpiles, transporting and placing the sawdust/woodchip type material on the Roads and Pads as directed by the Owner.

16. 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 with the following:

- all personnel must have at least three (3) years experience operating large track-type tractors and using this equipment to complete compaction work, earthwork in accordance with grades and elevations set by others, road construction and maintenance and snow removal.
- at least one (1) member of the on-site personnel:
 - has, in the previous twenty-four (24) months, attended a SWANA recognized Training Sanitary Landfill Operators course or equivalent, and will continue attendance at such courses as required; or
 - will, within twelve (12) months of the execution of the Contract, attended a SWANA recognized Training Sanitary Landfill Operators course or equivalent and will continue attendance at such courses as required; or
 - has successfully completed the SWANA Manager of Landfill of Operations training course with certification in good standing as a Manager or Technical Associate.
- at least one (1) member of the on-site personnel is certified in the operation of borrow areas as required by Provincial legislation.

17. REPAIR SHOP

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

18. 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. All requests for such facilities must be made in writing to the Manager. Requests will require drawings and details of the structure including design and building materials. The Contractor will remove such structures from the Facility following completion of the Contract at their own expense.

19. SECURITY

The Landfill is a restricted access site. The Contractor's staff must sign in and out every time they arrive at or leave the site.

Onsite buildings and equipment stored at the Facility have been subject to acts of theft and vandalism in the past. The Contractor should take all necessary precautions to minimize their 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.

20. 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.

- 20.1 The Contractor will not do any repair or maintenance work on their equipment at the Facility without the written approval of the Manager. The written request to the Manager must include a plan on how the Contractor will manage, store and dispose of fluids, lubricants, filtration devices, ozone depleting substances and anything else that may contaminate the ambient environment.
- 20.2 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.
- 20.3 Repair work will not interfere with the Work required herein.

21. FIRE CONTROL

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

- 21.1 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.
- 21.2 Any earth materials required to extinguish fires under 20.1 or to restore the surface of the disposal site to grade where a drop was due to fires under 20.1 will be placed and compacted by the Contractor at their own expense.
- 21.3 The Contractor will, in the event of fire within the Facility property, operate their 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 property, the Contractor will make their equipment available for firefighting purposes at the force account rate.
- 21.4 The Contractor will immediately notify the Owner's landfill site staff when they or their employees observe smoke or flame. A fire report is to be provided to the Manager within twenty-four (24) hours.

22. 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.

22.1 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 Owner prior to commencing the Work. The Contractor's employees must acknowledge the plan by signing a form which is to be kept on file at the Contractor's Prince George facility/office. Training procedures and training records for each employee will be kept on file at the Contractor's Prince George facility/office.

22.2 Safety Meetings

The Contractor will have monthly safety meetings with their employees and forward a copy of the minutes of the meetings with monthly invoices. Meeting minutes will be kept on file at the Contractor's Prince George facility/office.

22.3 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 Prince George facility/office.

APPENDIX

MEASUREMENT OF COVER TO BE USED BY CONTRACTOR AT ACTIVE FACE/ DLC AREAS FOR DAILY COVER

Purpose

For the Regional District to have active control on the amount of cover material being excavated and used for daily/intermediate cover. This is to monitor expenses and help with the extension of Landfill space and life of burrow area.

Procedure

1. Measure the Active Face, DLC Face, and Controlled Waste Area (as needed) daily to determine cover need. Measurement will be carried out by one Regional District staff member and one of the contractor's staff members.
2. Measure the Active Face area length x width.
3. Take measurement and multiply by amount of cover needed (L x W x D) daily cover (150 mm depth). Intermediate (300 mm depth). Includes the 150 mm from daily cover.
4. Once the square meters is determined, multiply by the thickness (150 mm) to get cubic meters needed.
5. Once you have a number of cubic meters figure for the cover, give a work order with number of meters required to the contractor. These numbers are what the Contractor will be paid when invoicing monthly cover.
6. If ADC is being used the size of ADC is deducted from the amount of cover required. Also noted that if any material is being used to maintain on the tipping deck.
7. Record if sawdust is being mixed with cover – NOT to exceed a 3:1% mixture.
8. If free cover is being hauled in, staff need to record amount of cubic meters stockpiled at the Active Face and then look to dumping in areas that require "touch-up" or intermediate cover.
9. No loads of cover are to be applied until Regional District staff have counted and authorized pushing of material. (daily and intermediate)