

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
CALL FOR TENDER
FOR**

CAMPBELL MOUNTAIN SANITARY LANDFILL AND OLIVER LANDFILL OPERATIONS

RDOS-21-FIN-11

August 5, 2021

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PART A: INSTRUCTIONS TO TENDERERS

A1 DEFINITIONS

- A1.1 “Contract” means a written contract between the Regional District of Okanagan Similkameen and a successful Tenderer for the operation of the CMSL or the OSL or both landfills, as contemplated by the Tender Documents.
- A1.2 “Tender” means a formal offer submitted in response to an Invitation to Tender and is based on detailed Specifications provided by the Regional District for specific prices or costs for the delivery of the Work
- A1.3 “Tender Documents” means this package in its entirety, inclusive of all schedules and addenda that may be issued by the Regional District.
- A1.4 “Tenderer” means a legal entity, being a person, partnership or firm that submits a Tender in response to a price based solicitation, such as this Invitation to Tender.
- A1.5 “Work Specifications” means a detailed description of the tasks and services required to perform the Work identified in the Tender Documents.

A2 TENDER DOCUMENTS

- A2.1 Tender Documents may be obtained from the Regional District of Okanagan Similkameen website at www.rdos.bc.ca or from BC Bids at www.bcTender.gov.bc.ca.
- A2.2 It is the responsibility of the Tenderer to ascertain that they have received all of the Tender Documents. Upon submission of their Tender, the Tenderer shall be deemed conclusively to have been in full possession of the complete Tender Documents.

A3 PURPOSE

- A3.1 The operations contracts of the Campbell Mountain Sanitary Landfill (CMSL) and the Oliver Sanitary Landfill (OSL) are set to expire on May 31, 2022.
- A3.2 The Regional District of Okanagan-Similkameen is requesting submission of Tenders from Landfill Operations Contractors to perform operation services for one or both of the Campbell Mountain Sanitary Landfill (CMSL) in Penticton and the Oliver Sanitary Landfill (OSL) in accordance with the Work Specifications and in conformance to the regulatory requirements.
- A3.3 The Regional District is striving to offer services in the most fiscally responsible and efficient manner possible. To that end, the Regional District is using a Public Private Competition process that allows Regional District departments to tender directly against private firms on the contract being tendered for the operation of the CMSL and the OSL. The Regional District is making the process transparent and accountable, and has established controls to ensure that the process is fair.

A4 PUBLIC PRIVATE COMPETITION PROCESS

A4.1 Confidentiality is achieved through the use of a “hard veil” that was established at the start of the Public Private Competition process between Regional District staff that prepare the Tender Documents, and those that prepare a Tender in response. In mid-April the Regional District established:

A4.1.1 A Buying Team, led by the Manager of Engineering Services.

- a. The Buying Team is the purchaser of the service to operate the CMSL and the OSL.
- b. The Buying Team, in concert with the Purchasing Communication Team, prepared the Tender Documents and will assist in the review of the Tenders received and making a recommendation for award of the Contract.

A4.1.2 A Selling Team, led by the Manager of Operations.

- a. The Selling Team will prepare a Tender in response to the Tender Documents.
- b. The Selling team will, if they are awarded the Contract, operate the CMSL and/or the OSL.

A4.1.3 A Purchasing Communication Team, led by the Manager of Finance.

- a. The Purchasing Communication Team are responsible for preparation of the final Tender Documents and the administration of the tender process.
- b. This team will evaluate the Tenders received and make a recommendation for award of the Contract along with the Buying Team.
- c. This team will also communicate to staff, the public and the Regional District Board information about the Public Private Competition process.

A4.2 Confidentiality commenced upon establishment of the teams and each team member was required to sign a Confidentiality Statement. Confidentiality will be maintained throughout the tender process until the contract is awarded.

A5 QUESTIONS DURING TENDER PERIOD

A5.1 No oral interpretations shall be made to any Tenderers as to the meaning of any of the Tender Documents or to modify any of the provisions of the Specifications.

A5.2 All inquiries shall be made in writing and directed to:

Jim Zaffino, Manager of Finance
jzaffino@rdos.bc.ca

A5.3 Information about this Invitation to Tender or any matter pertaining to the Work Specifications that is obtained from any source other than Jim Zaffino is not official and should not be relied upon.

A5.4 Should a Tenderer find discrepancies in, or omissions from the drawings, specifications or other Tender Documents, or should they be in doubt as to their meaning, the Tenderer should notify the Regional District who may send a written instruction to all Tenderers.

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- A5.5 After review of the Work Specifications, should the Tenderer feel that the materials and methods included will not meet the requirements of the landfilling operation, the Tenderer shall notify the Regional District in writing, stating their concerns. The Tenderer may be asked to submit a suggested alternative or the Regional District may choose to issue an addendum to the Work Specifications.

A6 MANDATORY PRE-TENDER MEETING AND SITE TOUR

- A6.1 A mandatory pre-tender meeting for Tenderers will begin at the Regional District office located at 101 Martin Street in Penticton at **10:00 AM** on August 17, 2021.
- A6.2 Contact Jim Zaffino at 250-490-4230, or by e-mail at jzaffino@rdos.bc.ca to register for this meeting.
- A6.3 The meeting will begin with a short presentation conducted at the offices of the Regional District, at 101 Martin St., Penticton B.C.
- A6.4 After the formal portion of the meeting, a mandatory site tour will be conducted first at Campbell Mountain Sanitary Landfill, followed by Oliver Sanitary Landfill.
- A6.5 A transcript or minutes of the meeting will be prepared by the Regional District and distributed to those Tenderers who attend the meeting by August 19, 2021.
- A6.6 Oral questions will be allowed at the Tenderer's meeting and site tour. However, questions of a complex nature should be forwarded in writing, prior to or after the meeting, to the person designated above.

A7 TENDER SUBMISSIONS

- A7.1 Tenderers may submit Tenders for ONE of the following **OPTIONS**:
- A7.1.1 **OPTION 1:** Submission for **ONLY at Campbell Mountain Sanitary Landfill**
- A7.1.2 **OPTION 2:** Submission for **ONLY at Oliver Sanitary Landfill**
- A7.1.3 **OPTION 3:** Submission to be evaluated for operating **BOTH** CMSL and OSL only; as costs presented are valid only if Tenderer receives **BOTH** Contracts.
- A7.1.4 **OPTION 4:** Submission to be evaluated for receiving **BOTH or ONLY ONE** of the Campbell Mountain and Oliver Sanitary Landfill Contracts.
- A7.2 Tenders must be submitted in a sealed envelope and clearly marked on the outside with the following information, including which **OPTION** listed in A7.1 that the Tender is being submitted under:

**“Regional District of Okanagan-Similkameen
Campbell Mountain and Oliver Sanitary Landfill Operations Tender
RDOS-21-ENG-08
Name of Tenderer
OPTION #___”**

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- A7.3 Tenders must be received by Jim Zaffino, Manager of Finance at the Regional District of Okanagan-Similkameen, 101 Martin St, Penticton, B.C. V2A 5J9, on or before:

Tender Closing Date: September 21, 2021

Tender Closing Time: 2:00 PM Local Time

- A7.4 Tenders must be completed in ink or typed and submitted using PART H Schedules and Statements.
- A7.5 The Tenderer shall give the Total Cost of Award to the Regional District both in words and in figures and shall fill in all blank spaces for Unit Rates, Force Account Rates and other information in PART H of these Tender Documents.
- A7.6 Tenders submitted by E-mail or facsimile will not be considered.

A8 OPTION DETAIL AND TENDER DOCUMENT APPLICABILITY

- A8.1 Four OPTIONS are available for submission of Tenders.
- A8.2 OPTION 1 and OPTION 2 are for Tenderers wishing to submit a Tender for one or the other landfill.
- A8.3 OPTION 3 is provided for a Tenderer wishing to submit a Tender to only operate both of the CMSL and OSL landfills, and is not to be considered for only one landfill Contract. This OPTION would include any cost savings for the Regional District if the Tenderer was awarded both Contracts.
- A8.4 OPTION 4 is to be used by a Tenderer who wishes to be considered for the award of BOTH Contracts, and also considered for one or both of the landfills separately. OPTION 4 is essentially a combination of OPTIONS 1, 2 and 3.
- A8.5 The Tender Documents contain information for both the CMSL and the OSL operations contract. Depending on what **OPTION** the Tenderer is submitting under, different PARTS of the Tender Documents are applicable to completing the Tender as shown in the next table.

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CMSL AND OSL OPERATIONS TENDER**

Table A-1: Applicable PARTS of the Tender Documents based on selected OPTION.

APPLICABLE PART OF TENDER DOCUMENT	OPTION 1 CMSL ONLY	OPTION 2 OSL ONLY	OPTION 3 BOTH ONLY	OPTION 4 BOTH or EITHER
PART A: Instruction to Tenderers	Yes	Yes	Yes	Yes
PART B: Contract Conditions	Yes	Yes	Yes	Yes
PART C: General Work Specifications	Yes	Yes	Yes	Yes
PART D: Work Specifications for Campbell Mountain Sanitary Landfill	Yes	No	Yes	Yes
PART E: Work Specifications for Oliver Sanitary Landfill	No	Yes	Yes	Yes
PART F: Unit Rate and Force Account Rate Work Specifications	Yes	Yes	Yes	Yes
PART G: Payment, Contract Changes and Quality Control	Yes	Yes	Yes	Yes
PART H: Schedules and Statements (Listed below)	Partially	Partially	Partially	Yes - All
• Tender Form	Yes	Yes	Yes	Yes
• Options Submitted for Tender	Yes	Yes	Yes	Yes
• Schedules 1 – Annual Flat Rate for Base Operations CMSL	Yes	No	No	Yes*
• Schedule 2 – Annual Flat Rate for Base Operations OSL	No	Yes	No	Yes*
• Schedule 3 – Annual Flat Rate for Base Operations CMSL and OSL	No	No	Yes	Yes
• Schedule 4 - Hours of Operations Unit Rates	Yes	Yes	Yes	Yes
• Schedule 5 – Force Account Rates	Yes	Yes	Yes	Yes
• All Statements	Yes	Yes	Yes	Yes

Note *: for OPTION 4, a Tenderer must submit Schedule 3, but may submit Schedule 1 and/or Schedule 2 for consideration in the evaluation.

A9 SUBSEQUENT WITHDRAWAL OR QUALIFYING OF A TENDER

- A9.1 A Tenderer who has already submitted a Tender may submit amendments to the original submitted Tender in writing by delivery or by Fax (250) 492-0063 at any time before the above Tender Closing Time, provided that the Tender amendments are endorsed by the same person or persons who signed and sealed the Tender.
- A9.2 A Tender may be withdrawn by the Tenderer by written notice delivered to the Regional District, prior to the Tender Closing Time.
- A9.3 The onus is on the Tenderer to ensure timely receipt of Tender modifications by the Regional District. The Regional District makes no assurances regarding the availability of fax communication lines or equipment. To be considered, fax transmissions of Tender modifications must be received in full prior to the Tender Closing Time.

A10 SIGNATURE REQUIRED ON TENDER

- A10.1 The Tender shall be signed by the Tenderer's authorized signatory or signatories.
- A10.2 No photocopies of signatures are acceptable; they must be original.
- A10.3 For the Regional District Selling Team, Section A10.1 does not apply. Submitted Tenders are to be signed by the Manager of the department (Selling Team Lead) submitting the Tender.

A11 TENDER DEPOSIT (BID BOND)

- A11.1 Each Tenderer shall include a Tender Deposit in the form of a Bid Bond, issued by a surety licensed to issue bonds in British Columbia, payable to the Regional District of Okanagan-Similkameen in the amount of 10% of the Annual flat rate for Base Operations offered by the Tenderer for the first year of the Contract.
- A11.2 For submitting under OPTION 3 or OPTION 4, the Bid Bond submitted shall be 10% of the sum of the Annual flat rate for Base Operations at CMSL and the Annual flat rate for Base Operations at OSL.
- A11.3 Bid Bonds shall remain valid for a period of ninety (90) days following the Tender Closing Date.
- A11.4 The Bid Bond of the successful Tenderer shall be exchanged for the Performance Bond upon the award of the Contract.
- A11.5 Should the successful Tenderer fail to enter into a Contract with the Regional District or fail to produce the required Performance Bond as detailed in PART B, Section B5 Performance Security, within 2 weeks of the date of acceptance of the Tender, or to start work as directed, the Tender Deposit will be forfeited to the Regional District.
- A11.6 A Bid Bond is not required for a Tender submitted by the Regional District Selling Team.

A12 OWNERSHIP OF TENDER AND FREEDOM OF INFORMATION

- A12.1 All responses to this Invitation to Tender become the property of the Regional District. By submitting a Tender, the Tenderer agrees the Regional District has the right to copy the Tender.

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- A12.2 Tenders will be held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Tender under that Act and subject to any other legal requirements for the Regional District to disclose all or part of a Tender.

A13 TRANSPARENCY ON A REGIONAL DISTRICT TENDER

- A13.1 A Tender submitted by the Regional District Selling Team must be accompanied by information and calculations used to arrive at their tender prices for the Work Specifications.
- A13.2 Should the Tender Review Committee select the Tender from the Regional District Selling Team, prior to the award the Regional District will notify in writing the other Tenderers who submitted a Tender on the position of the Tender Review Committee and should they so request they will be able to review the Regional District Selling Team's submitted information and calculations used to arrive at their tender prices for the Work Specifications.
- A13.3 Tenderers who request such as review will then have fourteen (14) days following the date of receipt of the Selling Team's submitted information and calculations to provide written comments to Jim Zaffino, Manager of Finance at jzaffino@rdos.bc.ca.
- A13.4 The Tender Review Committee will consider and respond to any comments received by private firms in the report received by the Regional District Board of Directors for awarding the CMSL and OSL operational Contracts.

A14 DISQUALIFICATION OF TENDERS

- A14.1 Under no circumstances will Tenders be considered which:
- A14.1.1 Are received after the Tender Closing Time.
 - A14.1.2 Are not accompanied by the required Bid Bond in the amount specified.
 - A14.1.3 Are not signed.
- A14.2 Tenderers shall not contact or attempt to contact any representative of the RDOS, other than those listed in Section A5 Questions during Tender Period. Any attempt by the Tenderer or by an officer, employee or agent of the Tenderer to contact an elected member of the Board, staff member or agent in connection with the submission or award of this Tender may be grounds for disqualification of their Tender.
- A14.3 The Regional District may, in its absolute discretion, reject a Tender submitted by a Tenderer, if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the Regional District, its elected or appointed officials and employees in relation to any other contract for works or services within five years of the date of this Invitation for Tenders.
- A14.3.1 In determining whether to reject a Tender under this clause, the Regional District will consider whether the legal action is likely to affect the Tenderer's ability to work with the Regional District, its consultants and representatives, and
 - A14.3.2 Whether the Regional District's experience or the experience of municipalities within the boundaries of the Regional District indicates that the Regional District is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the Tenderer.

A15 REGIONAL DISTRICT DISCRETION & NON-COMPLIANT TENDERS

- A15.1 The Regional District intends to award the Contracts to the lowest compliant Tender for each Landfill Site.
- A15.2 The Regional District may in its absolute discretion accept the Tender which it deems most advantageous to itself and may reject any or all Tenders. The lowest or any Tender will not necessarily be accepted and the Regional District may reject any or all Tenders.
- A15.3 The Regional District may, at its sole discretion, reject or retain for its consideration a Tender that contains any defects or qualifications, or that does not comply with any of the requirements of the Tender Documents, including the process for Tender submission, including where such defect, qualification or non-compliance is considered to be material.

A16 TENDER IRREVOCABILITY

- A16.1 A Tender shall constitute an irrevocable offer by the Tenderer, open for acceptance by the Regional District for a period of ninety (90) days, after which time, if not accepted, the Tender shall be null and void.

A17 REGIONAL DISTRICT LIMITED LIABILITY TO TENDERERS

- A17.1 The Regional District's total liability to a Tenderer for any and all breaches by the Regional District as a result of the contract (referred to by the courts as 'Contract A') formed between the Regional District and the Tenderer upon submission of a Tender shall be limited to the lesser of \$1,000.00 and the Tenderers reasonable costs of preparing the tender and, without limiting the foregoing, the Regional District shall have no liability whatsoever to compensate the Tenderer for any profits or other amounts it might have earned had the Regional District not breached that contract. This clause forms a term of every such 'Contract A'.

A18 QUALIFICATION OF TENDERERS

- A18.1 The Regional District may make such investigations as it deems necessary to determine the ability of the Tenderer to perform the Work, and the Tenderer shall furnish to the Regional District all such information and data for the purpose as the Regional District may request.
- A18.2 The Tenderer shall complete the following Statement sheets from PART H of these Tender Documents:
- A18.2.1 Statement I – Tenderer's Experience in Similar Work: Stating the Tenderer's experience in similar work which it has successfully completed.
- A18.2.2 Statement II – Tenderer's Senior Supervisory Staff: Providing a list of the Tenderer's senior supervisory staff with a summary of the experience of each.
- A18.2.3 Statement III – Sub-Contractors: Give the name and address of each proposed Sub-Contractor for completing the Work if that Sub-Contractor is responsible for more than 2.5% of the Contract value to be performed, and state the portion of the Work allotted to each.
- a. Only one Sub-Contractor shall be named for each part of the Work to be sub-contracted.

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- b. If no Sub-Contractors are required, indicate this on the Statement and include it in the Tender.
- A18.2.4 Statement IV – Participants in Tender Preparation: All Tenderers are required to list names of all individual who had input into the development of the Tenderer’s submission.
- A18.2.5 Statement V – Schedule of Alternatives: If the Tenderer desires to propose alternatives to the prescribed scope of work, alternatives can be proposed for the consideration of the Regional District. These alternatives will be assessed for the successful Tenderer after the base Tender evaluation. To enable the assessment of these alternatives, provide the following information:
 - a. Name of Alternative proposed
 - b. Description of proposed scope of work. Supplement the space available with descriptive literature and design information.
 - c. Cost savings or additional costs associated with the adoption of this alternative.
 - d. If no Alternatives are proposed, indicate as such on the Statement and submit the Statement as part of the Tender.
- A18.3 The Tenderer may be required to furnish additional statements covering other matters including financial resources and convictions or orders imposed under Health & Safety or Environmental Legislation.
- A18.4 Information submitted in the Statements shall be reviewed during the Tender Evaluation. Personnel, equipment, or products listed in the Statements cannot be changed subsequently without the written permission of the Regional District.
- A18.5 For the Tender submission from the Regional District Selling Team:
 - A18.5.1 Statement I is not required; and
 - A18.5.2 Statement II does not require names of individuals to be listed but must include detailed job descriptions and duties of the anticipated Senior Supervisory staff listed on Statement II to carry out the Contract.

A19 EVALUATION OF TENDERS

- A19.1 The Regional District may, after the Tender Closing Time, make enquiries regarding the qualifications and experience of any one or more of the Tenderers, and shall not be obliged to make the same enquiries regarding all Tenderers.
- A19.2 Tenderers are notified that the Regional District Selling Team will prepare a Tender to operate the CMSL and/or the OSL.
- A19.3 The Tenders will be evaluated based on the Total Cost of Award to the Regional District for completing the Work Specifications.
- A19.4 The review of all submitted Tenders will be made by a Tender Review Committee consisting of the following Regional District staff:
 - Manager of Finance;

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- Manager of Engineering Services;
- Manager of Community Services;
- Project Coordinator II – Community Services.

A19.5 In addition, the Regional District may also retain the services of Sperling Hansen Associates or other consultants for evaluating the Tender submissions.

A20 TOTAL COST OF AWARD TO THE RDOS

A20.1 Regional District contract administration costs will be included when evaluating the Tenders for the operation of the CMSL and OSL. There are three types of additional costs to the Regional District, these include:

A20.1.1 One-Time Annualized Administrative Costs

A20.1.2 Monthly Contract Administrative Costs

A20.1.3 Annual Compliance Administrative Costs

A20.2 Tenders received from private firms and a Tender received from the Regional District Selling Team will require differing amount of oversight and efforts by the Regional District in regards to contract administrative and inspection duties.

A20.3 Regional District contract administration costs are based on the following Regional District positions and the total hourly rate that includes salary, benefits, overhead and indirect costs:

Table A-2: Hourly Rates used for Administration of the Contract(s) for CMSL and/or OSL

Personnel	Position #1	Position #2	Position #3	Position #4	Position #5
	Supervisor	Coordinator	Manager (inspections)	Clerk	Manager (compliance)
Salaries and Benefits	\$ 48.66/hr	\$ 43.22/hr	\$ 75.90/hr	\$ 40.75/hr	\$ 83.33/hr
Overhead Cost at 5.1%	\$ 2.48/hr	\$ 2.20/hr	\$ 3.87/hr	\$ 2.08/hr	\$ 4.25/hr
Sub-Total Hourly Rate	\$ 51.14/hr	\$ 45.42/hr	\$ 79.77/hr	\$ 42.83/hr	\$ 87.58/hr
Vehicle Hourly Rate	\$ 7.08/hr	\$ 7.08/hr	-	-	-
Total Hourly Rate	\$ 58.22/hr	\$ 52.50/hr	\$ 79.77/hr	\$ 42.83/hr	\$ 87.58/hr

A21 ONE TIME CONTRACT PREPARATION COSTS (ANNUALIZED)

A21.1 One-Time Contract Preparation Costs are costs of the Regional District to complete the preparation and execution of a Contract following the approval of award from the Regional District Board of Directors.

A21.2 This cost is expended during the period after award but prior to the actual start date of the Work Specifications in the Contract.

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A21.3 The One Time Contract Preparation Costs shall be spread out over the five year contract. One-fifth of this total cost is included for evaluation purposes, when the Total Cost of Award to the Regional District is determined in Part H.

A21.4 The following two tables, Table A-3 and Table A-4, provide the One Time Contract Preparation Costs that will be annualized over the five year Contract.

Table A-3: ONE TIME Contract Preparation Costs for CMSL Operations.

Personnel	Hourly Rate	CMSL Contractor Tender		CMSL RDOS Tender	
		Hours	Total	Hours	Total
Position #1	\$ 58.22/hr	8.0	\$ 465.77	0.0	\$ -
Position #2	\$ 52.50/hr	0.0	\$ -	0.0	\$ -
Position #3	\$ 79.77/hr	2.0	\$ 159.54	0.0	\$ -
Position #4	\$ 42.83/hr	5.0	\$ 214.14	0.0	\$ -
Position #5	\$ 87.58/hr	8.0	\$ 700.64	0.0	\$ -
Legal Fees	-	-	\$ 2,500.00	-	\$ -
Total Cost	-		\$ 4,040.09		\$ 0
Annualized Cost			\$ 808.02		\$ 0

Table A-4: ONE TIME Contract Preparation Costs for OSL Operations.

Personnel	Hourly Rate	OSL Contractor Tender		OSL RDOS Tender	
		Hours	Total	Hours	Total
Position #1	\$ 58.22/hr	6.0	\$ 349.33	0.0	\$ -
Position #2	\$ 52.50/hr	0.0	\$ -	0.0	\$ -
Position #3	\$ 79.77/hr	2.0	\$ 159.54	0.0	\$ -
Position #4	\$ 42.83/hr	5.0	\$ 214.14	0.0	\$ -
Position #5	\$ 87.58/hr	6.0	\$ 525.48	0.0	\$ -
Legal Fees	-	-	\$ 2,000.00	-	\$ -
Total Cost	-		\$ 3,248.49		\$ 0
Annualized Cost			\$ 649.70		\$ 0

A21.5 For evaluation purposes only, for Tenders submitted for the Campbell Mountain Sanitary Landfill operations by private firms, the amount of \$808.02 will be added to determine the Total Cost of Award to the Regional District.

A21.6 For evaluation purposes only, for Tenders submitted for the Oliver Sanitary Landfill operations by private firms, the amount of \$649.70 will be added to determine the Total Cost of Award to the Regional District.

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A21.7 For a Tender submitted by the Regional District Selling Team, the costs for generating and executing a Contract for either the operations of CMSL or OSL would not occur as Contracts are not required.

A22 MONTHLY CONTRACT ADMINISTRATIVE COSTS

A22.1 Ongoing Monthly Contract Administrative Costs for the contract administration are applicable to both a Regional District submitted Tender and private firm Tenders.

A22.2 The monthly costs will include review and approval of monthly payments, with any Force Account work, and meetings to exchange information.

A22.3 Additionally contract administration related to site inspection, quality control, and addressing concerns and comments from Contractors and the public, requires additional effort by the Regional District in administering a private firm Tender in comparison to a Regional District submitted Tender.

A22.4 The estimated ongoing administration costs per year to carry out the monthly contract requirements for the Campbell Mountain Sanitary Landfill are broken down as follows:

Table A-5: MONTHLY Contract Administrative Costs for CMSL Operations.

Task	Personnel	Hourly Rate	CMSL Contractor Tender		CMSL RDOS Tender	
			Hours	Total	Hours	Total
Payment Processing	Position #1	\$ 58.22/hr	0.0	\$ -	0.0	\$ -
	Position #2	\$ 52.50/hr	4.0	\$ 210.02	1.0	\$ 52.50
	Position #3	\$ 79.77/hr	1.0	\$ 79.77	1.0	\$ 79.77
	Position #4	\$ 42.83/hr	4.0	\$ 171.31	0.0	\$ -
	Position #5	\$ 87.58/hr	1.0	\$ 87.58	0.0	\$ -
Inspection for Quality Control	Position #1	\$ 58.22/hr	10.0	\$ 582.22	6.0	\$ 349.33
	Position #2	\$ 52.50/hr	0.0	\$ -	0.0	\$ -
	Position #3	\$ 79.77/hr	2.0	\$ 159.54	2.0	\$ 159.54
	Position #4	\$ 42.83/hr	0.0	\$ -	0.0	\$ -
	Position #5	\$ 87.58/hr	0.0	\$ -	0.0	\$ -
Monthly Budget Compliance	Position #1	\$ 58.22/hr	0.0	\$ -	0.0	\$ -
	Position #2	\$ 52.50/hr	0.0	\$ -	0.0	\$ -
	Position #3	\$ 79.77/hr	0.0	\$ -	1.0	\$ 79.77
	Position #4	\$ 42.83/hr	0.0	\$ -	1.0	\$ 42.83
	Position #5	\$ 87.58/hr	0.0	\$ -	1.0	\$ 87.58
Total / Month			\$ 1,290.44		\$ 851.33	
Total / Year			\$ 15,485.27		\$ 10,215.91	

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CMSL AND OSL OPERATIONS TENDER

- A22.5 For evaluation purposes only, for Tenders submitted for the Campbell Mountain Sanitary Landfill operations by private firms, the amount of \$15,485.27 annually, will be added to the Tender cost for ongoing internal expenses of the Regional District.
- A22.6 For evaluation purposes only, for Tenders submitted for the Campbell Mountain Sanitary Landfill operations by the Regional District Selling Team, the amount of \$10,215.91 annually, will be added to the Tender cost for ongoing internal expenses of the Regional District.
- A22.7 The estimated administration costs per year to carry out the Contract Requirements for the Oliver Sanitary Landfill are broken down as follows:

Table A-6: MONTHLY Contract Administrative Costs for OSL Operations.

Task	Personnel	Hourly Rate	OSL Contractor Tender		OSL RDOS Tender	
			Hours	Total	Hours	Total
Payment Processing	Position #1	\$ 58.22/hr	0.0	\$ -	0.0	\$ -
	Position #2	\$ 52.50/hr	4.0	\$ 210.02	1.0	\$ 52.50
	Position #3	\$ 79.77/hr	1.0	\$ 79.77	1.0	\$ 79.77
	Position #4	\$ 42.83/hr	4.0	\$ 171.31	0.0	\$ -
	Position #5	\$ 87.58/hr	1.0	\$ 87.58	0.0	\$ -
Inspection for Quality Control	Position #1	\$ 58.22/hr	6.0	\$ 349.33	4.0	\$ 232.89
	Position #2	\$ 52.50/hr	0.0	\$ -	0.0	\$ -
	Position #3	\$ 79.77/hr	2.0	\$ 159.54	2.0	\$ 159.54
	Position #4	\$ 42.83/hr	0.0	\$ -	0.0	\$ -
	Position #5	\$ 87.58/hr	0.0	\$ -	0.0	\$ -
Monthly Budget Compliance	Position #1	\$ 58.22/hr	0.0	\$ -	0.0	\$ -
	Position #2	\$ 52.50/hr	0.0	\$ -	0.0	\$ -
	Position #3	\$ 79.77/hr	0.0	\$ -	1.0	\$ 79.77
	Position #4	\$ 42.83/hr	0.0	\$ -	1.0	\$ 42.83
	Position #5	\$ 87.58/hr	0.0	\$ -	1.0	\$ 87.58
Total / Month			\$1,057.53		\$ 734.87	
Total / Year			\$ 12,690.36		\$ 8,818.44	

- A22.8 For evaluation purposes only, for Tenders submitted for the Oliver Sanitary Landfill operations by private firms, the amount of \$12,690.36 annually, will be added to the Tender cost for ongoing internal expenses of the Regional District.
- A22.9 For evaluation purposes only, for Tenders submitted for the Oliver Sanitary Landfill operations by the Regional District Selling Team, the amount of \$8,818.44 annually, will be added to the Tender cost for ongoing internal expenses of the Regional District.

A23 ANNUAL COMPLIANCE ADMINISTRATIVE COST

- A23.1 Should the Regional District Selling Team be awarded the Campbell Mountain Sanitary Landfill and/or the Oliver Sanitary Landfill operations contract(s) the Regional District

PART A: INSTRUCTIONS TO TENDERERS
CMSL AND OSL OPERATIONS TENDER

Manager of Finance will undertake a review of the actual costs versus the Tender submission on an annual basis at the end of each year of operation.

A23.2 The Manager of Finance will create a report detailing his findings and present it the Regional District Board.

A23.3 The following two tables provide the estimated annual costs to complete the compliance review on the Contracts.

Table A-7: Annual Compliance Administrative Costs for CMSL Operations by RDOS.

Personnel	Hourly Rate	CMSL Contractor Tender		CMSL RDOS Tender	
		Hours	Total	Hours	Total
Position #1	\$ 58.22/hr	0.0	\$ 0	2.0	\$ 116.44
Position #2	\$ 52.50/hr	0.0	\$ 0	0.0	\$ 0
Position #3	\$ 79.77/hr	0.0	\$ 0	2.0	\$ 159.54
Position #4	\$ 42.83/hr	0.0	\$ 0	8.0	\$ 342.64
Position #5	\$ 87.58/hr	0.0	\$ 0	4.0	\$ 350.32
Total Cost	-	\$ 0		\$ 968.94	

A23.4 For Tenders submitted for the Campbell Mountain Sanitary Landfill operations by the Regional District Selling Team, the amount of \$968.94 will be added to the Tender cost.

Table A-8: Annual Compliance Administrative Costs for OSL Operations by RDOS.

Personnel	Hourly Rate	OSL Contractor Tender		OSL RDOS Tender	
		Hours	Total	Hours	Total
Position #1	\$ 58.22/hr	0.0	\$ 0	1.0	\$ 58.22
Position #2	\$ 52.50/hr	0.0	\$ 0	0.0	\$ 0
Position #3	\$ 79.77/hr	0.0	\$ 0	2.0	\$ 159.54
Position #4	\$ 42.83/hr	0.0	\$ 0	4.0	\$ 171.32
Position #5	\$ 87.58/hr	0.0	\$ 0	4.0	\$ 350.32
Total Cost	-	\$ 0		\$ 739.40	

A23.5 For Tenders submitted for the Oliver Sanitary Landfill operations by the Regional District Selling Team, the amount of \$739.40 will be added to the Tender cost.

A23.6 For Tenders submitted for either the CMSL or OSL operations by private firms, these additional amounts are not applicable as this is an internal compliance monitoring task.

A24 GOODS AND SERVICES TAX

A24.1 Tender prices shall not include the Goods and Services Tax (GST). This amount shall be shown separately on the Tender.

A25 NON-RESIDENT CONTRACTOR

PART A: INSTRUCTIONS TO TENDERERS
CMSL AND OSL OPERATIONS TENDER

- A25.1 If the successful Tenderer is a non-resident of British Columbia, the Tenderer shall, immediately after receiving the Regional District's approval, obtain from the Provincial Sales Tax Branch, a certificate showing that the Tenderer has registered and submit such certificate to the Regional District at the same time that the Tenderer furnishes the Performance Bond and the Labour and Material Payment Bond.
- A25.2 The successful Tenderer shall not commence work or order any materials or equipment for the Contract until the Tenderer has registered with the Provincial Sales Tax Branch.

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PART B: CONTRACT CONDITIONS

This PART shall be read with and shall form part of the Contract.

B1 ACRONYMS

B1.1	ADC	Alternative Daily Cover
B1.2	CMSL	Campbell Mountain Sanitary Landfill
B1.3	ENV	BC Ministry of Environment and Climate Change Strategy
B1.4	H	indicates a measurement in the horizontal direction
B1.5	HVAC	Heating, Ventilation and Air Conditioning (air handling equipment)
B1.6	OC	Operational Certificate issued for a Landfill
B1.7	ODS	Ozone Depleting Substances
B1.8	OMRI	Organics Materials Review Institute (www.omri.org)
B1.9	OMRR	Organic Matter Recycling Regulation, Province of BC
B1.10	OSL	Oliver Sanitary Landfill
B1.11	RIG	Revelstoke Iron Grizzly (at CMSL only)
B1.12	SVTS	Small Vehicle Transfer Station (at CMSL only)
B1.13	V	indicates a measurement in the vertical direction

B2 DEFINITIONS

The following words and terms, unless the context dictates otherwise, shall have the following meanings. Words having a singular number include the plural and vice versa. References to the male gender refer to the female gender as well when appropriate.

Capitalized items in the Tender Documents but not defined below or in PART A, are as per the definition found in the Regional District Bylaw: Administered Landfills Regulatory Bylaw No. 2925, 2021, or the terms have common meanings in the solid waste industry.

- | | |
|------|---|
| B2.1 | “Active Face” means the area of the Landfill Site where unloading, spreading, compacting and covering of Refuse takes place. |
| B2.2 | “Administered Landfills Regulatory Bylaw No. 2925, 2021” or “Bylaw 2925, 2021” means the Regional District regulatory bylaw in place for Solid Waste disposal at the Regional District administered Landfill Sites. This bylaw is included as Appendix B. |
| B2.3 | “Alternate Daily Cover (ADC)” means an approved material used to cover the Active Face at the end of each Day of Operation that prevents access to the Refuse by vectors, such as birds, and to prevent windblown litter. |

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B2.4 “Cell” means an area within the Landfill that is contained on all sides with Daily Cover or Intermediate Cover. Cells are to be constructed systematically in one direction by advancing the Active Face.
- B2.5 “Contractor” means the successful Tenderer that has secured the rights to carry out the Work Specifications at the Landfill Site as identified in the Contract.
- B2.6 “Controlled Waste” means Refuse that is approved by the Regional District for Disposal but which, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution. See Section 4 of the Regional District Bylaw 2925, 2021.
- B2.7 “Cover Material” means mineral earth or other suitable inorganic material exhibiting good workability, compaction characteristics, and a low putrescible content.
- B2.8 “Daily Cover” means Cover Material that shall be applied to cover the compacted Refuse at the Active Face on a daily basis to a thickness of 150 mm.
- B2.9 “Day of Operation” refers to the Contractor’s operational day that includes the time period of preparing for the opening of the gates to the public at the designated Hours of Operation until closing the gates and the application of appropriate Cover Material or ADC; it is essentially the time the Contractor would be at the Landfill Site.
- B2.10 “Disposal or Dispose” means the transfer of Solid Waste from a vehicle to a designated location at the Landfill Site for further handling or burying.
- B2.11 “Face Berm” means the structure to be built on the outer sides of individual Lifts to contain Refuse while the Lift is being developed.
- B2.12 “Force Account Rate” means the method of compensation for Work Specifications performed as directed by the Regional District that are not part of the Base Operations that includes labour, materials, equipment, etc. with an additional percentage for overhead and markup as detailed in PART F Work Specifications for Unit Rates and Force Account Rates.
- B2.13 “Force Majeure” means any event or circumstance, excluding lack of funds and labour disruptions, not within the reasonable control of the party claiming the Force Majeure, which prevents or delays that party from meeting an obligation hereunder, and which that party has not been able to overcome by the exercise of due diligence, and including: a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides; b) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience; c) explosion or fire.
- B2.14 “Hazardous Waste” means any material defined as such in the Hazardous Waste Regulation, British Columbia Reg. 63/88 of the *Environmental Management Act* that, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution. Hazardous Waste includes, but is not limited to: toxins, poisons, corrosives, irritants, strong sensitizers, flammables, ignitable wastes, infectious wastes, condemned foods, etc.

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B2.15 “Hazardous Waste Regulation” means the Hazardous Waste Regulation (B.C Reg. 63/2009) under the *Environmental Management Act* and all amending regulations.
- B2.16 “Hours of Operation” means the period that the public can access the Landfill Site from opening the gates at the designated time in the morning to closing the gates to the public.
- B2.17 “Intermediate Cover” which shall be Cover Material used to cover the top of each lift to a thickness of 300 mm. Shredded wood waste or other material with organic content greater than 10% shall not be accepted.
- B2.18 “Landfill Site(s)” means a facility leased, owned and/or operated by the Regional District for which an ‘Operational Certificate’ has been issued by the Ministry of Environment and Climate Change Strategy. In these Tender Documents, Landfill Site is used as a general term to mean the Campbell Mountain Sanitary Landfill or the Oliver Sanitary Landfill when the requirement is the same for both of the landfills.
- B2.19 “Layer” means a single thickness of Refuse spread and compacted on the inclined Active Face with multiple passes of the compaction equipment to achieve optimum compaction.
- B2.20 “Lift” means a horizontal or near horizontal thickness of Refuse used to construct a landfill phase in Layers. Individual lifts shall be separated from each other by a continuous Intermediate Cover layer.
- B2.21 “Manager” means the Chief Administrative Officer or designate of the Regional District, unless a specific department manager is listed.
- B2.22 “Other Contractor” means any person or firm or corporation employed by the Regional District other than the Contractor.
- B2.23 “Prohibited Waste” means gaseous, liquid or solid waste NOT accepted for Disposal at the Landfill. See Section 4 of the Regional District Bylaw 2925, 2021.
- B2.24 “Recyclable Materials” means Source Separated Solid Waste that is suitably prepared and not contaminated. See Section 4 of the Regional District Bylaw 2925, 2021.
- B2.25 “Refuse” means the Solid Waste that will be, or has been, buried at the Active Face.
- B2.26 “Salvaging” means the removal of Recyclable Material from the Landfill Site under approval of the Regional District.
- B2.27 “Scavenging” means the uncontrolled removal of any type of Solid Waste from the Landfill Site.
- B2.28 “Solid Waste” is a general term to describe all of the materials that are approved to be received and Disposed of at the Landfill Site, such as Recyclable Material that has been Source Separated or Refuse that is buried at the Active Face.
- B2.29 “Source-Separated” means Solid Waste pre-sorted before coming to the Landfill Site, such as Controlled Waste, Yard and Garden Waste, Scrap Metal or Wood Waste. These are separated into clearly distinguishable accumulations of different types of materials, substances, or objects belonging in the particular class of Solid Waste being disposed of.

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B2.30 “Sub-Contractor” means a person neither contracting with nor employed directly by the Regional District for the performance of the Work, but who is contracting with and being employed directly by the Contractor. The term Sub-Contractor does not include one who merely furnishes or supplies materials.
- B2.31 “supply or provide” means supply and pay for or provide and pay for.
- B2.32 “Work” means all the labour, materials, equipment, supplies, services and all else necessary for the execution, completion and fulfillment of the Work Specifications.

B3 LOCAL CONDITIONS

- B3.1 The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy their self at their own cost and risk, with respect to the local conditions to be encountered and the quantities, quality and practicality of the Work and of the Contractor’s methods or procedures.
- B3.2 No verbal agreements or conversations with any elected official, agent, or employee of the Regional District, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations contained herein.

B4 ASSIGNMENT

- B4.1 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or the Contractor’s right, title, or interest therein, or their obligations there under without written consent of the Regional District which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the Regional District.

B5 PERFORMANCE SECURITY

- B5.1 Concurrently with the execution of the Contract, the Contractor shall provide a Performance Security to the Regional District in the form of a Performance Bond, irrevocable letter of credit or certified cheque in the amount of fifty percent (50%) of the Base Operation cost for the first year of the Contract as calculated in PART H, Schedule 1 for CMSL, Schedule 2 for OSL or Schedule 3 for both CMSL and OSL.
- B5.2 If a letter of credit is offered, it will be unconditional and irrevocable until sixty (60) days following the expiry of the Contract (or any extension expiry, if applicable) and be in a form pre-approved by the Regional District Manager of Finance.
- B5.3 If a certified cheque is offered, the Regional District may cash the cheque and hold such funds as security in accordance with this section.
- B5.4 Following sixty (60) days after the expiry of the Contract and any extensions, or earlier termination of the Contract, if there are no outstanding breaches of this Contract, the Regional District will return the unused portion of the security to the Contractor without interest.
- B5.5 The provision of Performance Security is not required for the Regional District Selling Team.

B6 EMPLOYEE CONDUCT & CERTIFICATION

- B6.1 The Contractor shall have sufficient qualified personnel on duty at each Landfill Site at all times during the Hours of Operation together with the necessary equipment required to:
- B6.1.1 manage the receiving and disposal of Solid Waste as per Work Specifications;
 - B6.1.2 monitor and maintain the Landfill Site; and
 - B6.1.3 assist the public, commercial users and Regional District staff at each Landfill Site as required.
- B6.2 The Contractor and their employees and Sub-Contractors shall agree to maintain respectful relations with the public, Regional District staff and those of Other Contractors in exercising their authority under this Contract.
- B6.3 The Contractor's Sub-Contractors, employees, agents, or other representatives of the Contractor, while engaged in the Work shall be courteous, refrain from loud or obscene language, exercise due care, perform their Work without delay, minimize noise, and avoid damage to public or private property.
- B6.4 If any person employed by the Contractor is reported to the Regional District to be incompetent, disorderly, or otherwise unsatisfactory, the Regional District shall document the unsatisfactory conduct in writing to the Contractor as soon as possible after the incident with a request that such conduct be corrected. The Contractor shall investigate any written complaint from the Regional District regarding any unsatisfactory performance by any of its workers and initiate discipline as appropriate and deliver a written response of action taken to the Regional District.
- B6.5 The Contractor shall ensure that each employee directed to work at the Landfill Site in any role is well trained before starting and retrained when the Work changes. Training in this capacity consists of, but is not limited to, ensuring the employee is:
- B6.5.1 knowledgeable in the full extent of their role in the Work Specifications;
 - B6.5.2 aware of all regulations, rules, and obligations pertinent to their role;
 - B6.5.3 aware of the emergency plan and all other documents developed for the operation of the Landfill Site; and
 - B6.5.4 aware of all required personnel, Other Contractors, and Regional District staff associated with the operations of the Landfill Site.
- B6.6 The Contractor shall provide operations personnel appropriately certified in:
- B6.6.1 Equipment operation
 - B6.6.2 First aid
 - B6.6.3 Landfill operations
 - a. The Landfill Site Manager shall be SWANA MOLO Certified within six (6) months of securing the Contract.

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- b. All field personnel shall hold SWANA Landfill Operations Basics (LOB) or B.C. Qualified Landfill Operator Certification, or equivalent within six (6) months of securing the Contract.
- c. Landfill Manager, Supervisors and Lead Operators shall have valid Landfill Fire Control Training Certificate within nine (9) months of securing Contract.

B6.6.4 Asbestos safety: The Contractor will have all staff member trained in the safe handling of asbestos or asbestos hazard recognition when handling asbestos containing material prior to beginning Work on a Landfill Site.

B7 COMPLIANCE WITH WORKERS COMPENSATION ACT

- B7.1 The Contractor shall ensure compliance, on their part and on the part of all of the Sub-Contractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.
- B7.2 The Contractor shall, during the term of the Contract, maintain WorkSafe BC Insurance in order to fully protect both its employees and the Regional District as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the Regional District with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter.
- B7.3 In any case where pursuant to the provisions of the *Workers Compensation Act*, an order is given to the Contractor, or one of the Sub-Contractors in respect to their operations under this Contract to cease operations because of:
- B7.3.1 failure to install or adopt safety devices or appliances or methods as directed, or required by the *Workers Compensation Act* or regulations there under, or
 - B7.3.2 conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations,
- then the Regional District may issue a written notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the Regional District shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.
- B7.4 In the event that the Contractor refuses to comply with an order under the *Workers Compensation Act* or regulations thereunder, so that the performance of the Work is stopped, the Regional District may, upon written notice, immediately terminate the Contract and proceed in accordance.

B8 INSURANCE

- B8.1 The Contractor shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Certificate Form** as provided by the Regional District. This form must be completed

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

by the Contractor's insurance broker and returned to the Regional District before full execution of the Contract by the Regional District.

- B8.1.1 The provided form shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract.
- B8.1.2 The Contractor shall provide proof of insurance coverage, showing the Regional District as an additional insured, on each anniversary date of the Contract.
- B8.1.3 The **Certificate of Insurance – Standard Certificate Form** is provided at the end of PART B General Conditions after the Draft Contract for information.
- B8.2 Comprehensive General Liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided **Certificate of Insurance – Standard Certificate Form**.
 - B8.2.1 The policy shall cover as unnamed insured's, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Work.
 - B8.2.2 The policy shall be endorsed to provide the Regional District with not less than thirty (30) days notice in advance of cancellation or termination.
- B8.3 The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value. Detailed coverage is to be as specified on the **Certificate of Insurance - Standard Certificate Form**.
 - B8.3.1 Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Regional District will not be liable for any loss or damage to Contractor's equipment including loss of use thereof.
 - B8.3.2 Each and every policy insuring Contractor's equipment to be used on this project shall contain the following clause: "It is agreed that the right to subrogation against the Regional District is hereby waived."
 - B8.3.3 With respect to the operation of the Contractor's equipment, the Contractor shall ensure that the Regional District, its officers and employees are saved harmless from any liability whatsoever arising out of the Contractor's performance or non-performance of the terms of the Contract, including the performance or non-performance by any Sub-Contractor, and shall pay any and all legal or other costs incurred by the Regional District as a result of such performance or non-performance.
- B8.4 The Contractor shall provide, maintain, and pay for Automobile Liability insurance on owned or on leased vehicle(s) with a minimum of \$5,000,000 on Personal Injury & Property Damage. Detailed coverage is to be as specified on the **Certificate of Insurance - Standard Certificate Form**.
 - B8.4.1 The policy shall cover as unnamed insured's, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Work.

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B8.5 The Insurance detailed above would not apply to the Regional District Selling Team Tender. However, any additional insurance specific for the operations of the Landfill Sites required for the Regional District to perform some aspects of the Work, such as additional equipment insurance, must be included in the Base Operation costs. The Selling Team must account for any insurance requirements and include the expense details in the Tender submission.

B9 FAILURE TO PROVIDE INSURANCE

- B9.1 If the Contractor fails to do all or anything that is required of it with regard to insurance, and any monies expended by the Regional District shall be repayable and recovered from the Contractor.
- B9.2 The Contractor expressly authorizes the Regional District to deduct from any monies owing the Contractor, any monies owed by the Contractor to the Regional District.

B10 NON-PAYMENT OF LOSSES

- B10.1 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Sub-Contractor shall not be held to waive or release the Contractor of Sub-Contractor from any of the provisions of the insurance requirements of this Contract, with respect to the liability of the Contractor otherwise.
- B10.2 Any insurance deductible maintained by the Contractor or any Sub-Contractor under any of the insurance policies is solely for their account.

B11 INDEMNITY

- B11.1 The Contractor shall indemnify and save harmless, the Regional District, from and against any and all losses and all claims, demands, payments, losses, costs, damages suits, actions, recoveries, and judgments brought or recovered against said Contractor, and/or the Regional District by reason of any act or omission of the Contractor, the Contractors agents, employees, or Subcontractors in the execution of the Work and otherwise in the performance of or failure to perform the Contract, which shall include protecting the Work and protecting the public from hazards arising out of the Work.
- B11.2 The obligation of the Contractor under this Section shall apply only to the extent that losses, claims, demands, payments, costs, damages suits, actions, recoveries, and judgment claims do not arise solely out of a negligent act or omission of the Regional District, other Contractors or Representatives of the Regional District, as duly appointed by the Regional District.
- B11.3 This section does not apply to the Regional District Selling Team submission.

B12 TAXES AND TARIFFS

- B12.1 The Contractor shall be responsible for payment of any of the following:
- B12.1.1 Unemployment Insurance

- B12.1.2 Canada Pension Plan
- B12.1.3 Income Tax
- B12.1.4 Health and Welfare Benefits
- B12.1.5 Overtime
- B12.1.6 Vacation Pay
- B12.1.7 Licenses
- B12.1.8 Permits
- B12.1.9 Goods and Services Tax
- B12.1.10 Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of an employee.

B13 CONTRACTOR'S RECORDS

- B13.1 The Contractor shall maintain books and records relating to the performance of the Work in accordance with the following minimum requirements:
 - B13.1.1 The Contractor shall maintain all ledgers, books of accounts, invoices and cancelled cheques, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the Regional District, for a period of seven (7) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Contract;
 - B13.1.2 Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Regional District. Copies of such documents shall be given to the Regional District for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in this contract. The Contractor shall cooperate fully with the Regional District during any such audit or review.
- B13.2 If the Regional District has reason to believe that such records or document may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Regional District may, by written request, require that custody of the records, or copies of all such records, be transferred to the Regional District. Access to such documents shall be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

B14 RIGHT TO AUDIT

- B14.1 Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the Regional District and its internal auditors, external auditors, its regulators and such other

entities/persons as the Regional District may designate, with unrestricted access at reasonable times to the data and records relating to the performance of the Work.

- B14.2 Such access will be granted in order to verify the accuracy of charges and invoices for the Work.

B15 CONTRACT PERFORMANCE REVIEW

- B15.1 From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as the basis for alteration of the Work Specifications or suspension or termination of the Contract.

B16 DISPUTE RESOLUTION

- B16.1 The Manager shall, in the first instance, be the interpreter of the requirements of the Contract.
- B16.2 In the event of any Dispute, which shall be any disagreement or misunderstanding between the Regional District Manager and the Contractor after initial attempts at resolution, either party shall give the other a written summary of the Contract question(s) at issue and the redress sought. Within fourteen (14) calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.
- B16.3 If a party does not give any written response to the written communication then the communication will be deemed to have been accepted by the receiving party.
- B16.4 If there is an exchange of communication and issues remain unresolved, both parties shall:
- B16.4.1 make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
- B16.4.2 offer honest , conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- B16.5 If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute shall be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be Penticton, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
- B16.6 The Contractor shall not delay any of the Work of the Contract on account of any dispute, negotiation or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

B17 CONTRACTOR'S FAILURE TO PERFORM

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B17.1 If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled performance of the Work, or neglects to execute the Work properly, or fails to perform any of the provisions of the Contract, then the Regional District, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in breach of their contractual obligations, and instruct them to correct the breach within forty-eight (48) hours.
- B17.1.1 If the correction of the breach cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the Regional District instruction if the Contractor commences the correction of the breach within the forty-eight (48) hours specified time, and in addition give the Regional District a schedule that is acceptable for such correction, and completes the corrections in accordance with such schedule.
- B17.1.2 If the Contractor fails to begin to remedy the breach within forty-eight (48) hours or does not complete the remedy within the accepted schedule, a further five (5) days notice shall be given detailing termination of the Contract.
- B17.2 Upon breach by the Contractor of any term or covenant hereof, the Regional District retains the right to terminate the Contract, or to do the Work not properly carried out by the Contractor if the Contractor has first been given seven (7) days notice thereof and has failed in such time to do the Work properly or to remedy the breach.
- B17.3 The exercise by the Regional District of its rights under this section will not affect any other rights or remedies the Regional District may have with respect to any breach of this Contract by the Contractor, nor will it limit in any way the Contractor's liability or responsibility for such breach. The Contractor's liability for such costs shall not be limited to the amount of the Performance Security.
- B17.4 If the Contractor breaches any of its obligations under this Contract, the Regional District may, at its discretion, deduct from the Performance Security, costs for the purposes of correcting the breach or remedying any damage caused by the breach or to cover any loss, damage or deficiency that may in consequence arise from the breach.
- B17.5 If the Performance Security so retained is not sufficient to indemnify and cover such losses, the deficiency balance then due shall be charged against the Contractor.

B18 REGIONAL DISTRICT'S RIGHT TO TERMINATE THE CONTRACT

- B18.1 If the Contractor should:
- B18.1.1 be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or
- B18.1.2 fail to make sufficient payments due to the Sub-Contractors, or suppliers, or
- B18.1.3 disregard laws or regulations that apply to the Work, or the Regional District's instructions, or
- B18.1.4 abandon the Work, or

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B18.1.5 fail to perform the Work as detailed in Section B17, or
- B18.1.6 otherwise breach the conditions of the Contract,
- the Regional District shall, by written notice, instruct the Contractor to correct the breach within forty-eight (48) hours.
- B18.2 If the breach is not corrected within forty-eight (48 hours), then the Regional District may, without prejudice to any other right or remedy the Contractor may have, take steps to terminate the Contract.
- B18.3 If the full seven (7) days notice has been given to the Contractor under Section B17 Contractor's Failure to Perform, then a further notice and time to correct the Contract breach is not required and that in addition to correcting the breach, the Regional District may, without further notice, proceed to terminate the Contract.
- B18.4 If the Regional District terminates the Contract under the conditions set out above, the Regional District shall be entitled to:
- B18.4.1 finish the Work by whatever method is deemed expedient but without undue delay or expense; and
- B18.4.2 withhold any further payments to the Contractor until the Work is finished.
- B18.4.3 Upon completion of the Work, the Regional District shall be entitled to:
- a. determine the full cost of finishing the Work including compensation to the Regional District for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or
 - b. if such cost of finishing the Work is less than the unpaid balance of the Contract, pay the Contractor the difference; or
 - c. if such cost of finishing the Work is greater than the unpaid balance deduct the difference from the Performance Security.
- B18.5 It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Regional District taking place during the term of the Contract, during which the execution of the Work may be interrupted or blocked, that the provisions of the Contract requiring payment by the Regional District to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period. Payment will not exceed the Contract amount.
- B18.6 It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the execution of the Work may be interrupted or blocked, that the Regional District shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, the Contractor's employees and equipment from the Landfill Site.

B19 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- B19.1 If the Work should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and if that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by them, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Regional District written notice, hold the Regional District in breach.
- B19.2 The Contractor may notify the Regional District in writing that the Regional District is in breach of its contractual obligations if the Regional District, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under this Contract.
- B19.3 Such written notice shall advise the Regional District that if such breach is not corrected within thirty (30) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the Work and terminate the Contract.
- B19.4 If the Contractor terminates the Contract under the conditions set out above, the Contractor shall be paid for all work performed and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the Regional District will not be liable for any additional costs or for any loss of profit following termination.

B20 SAFETY PROGRAM

- B20.1 During normal operations, the potential exists to puncture containers that could become explosive, release pockets of landfill gas under pressure, release fluids that could be contaminated, create surface subsidence by shifting Refuse, and other types of hazards. Exposure to decaying waste is possible during this Work. Exposure may also include possible contact with leachate, asbestos, and inhalation of landfill gas, explosions, pathogenic bacteria, and others.
- B20.2 Regional District administered Landfill Sites are multi-employer work sites and governed by WorkSafe BC. The Contractor shall be assigned as Prime Contractor for the areas and tasks as described in the Work Specifications.
- B20.3 The Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive safety program that shall effectively incorporate and implement all required safety precautions.
- B20.3.1 The program shall, as a minimum respond fully to the requirements of all applicable laws, ordinances, rules, regulations and orders and general operation practices for the safety of persons or property, including without limitation any general safety rules and regulations of the Regional District and any WorkSafe BC or Occupational Health and Safety Legislation or regulations that may be applicable (e.g. WHMIS, TDG).

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B20.3.2 Regional District Landfill Site safety rules and provisions related to operations activities at each Landfill Site shall be observed by all Landfill Site personnel.
- B20.3.3 The Contractor shall give a copy of the safety program to the Regional District prior to the commencement of the Work.
- B20.4 The Contractor shall maintain a minimum of two (2) employees actively engaged in conducting the Work at the Active Face during all Hours of Operation.
 - B20.4.1 An employee provided by the Contractor will direct traffic, control tipping locations, and provide supervision at the Active Face.
 - B20.4.2 The Contractor shall be responsible for the safety of the public unloading material at the Active Face. The Contractor shall not operate any heavy equipment within 6 metres from any customer or their vehicle.
- B20.5 The Contractor must be able to maintain voice communication with the Landfill Site staff and Other Contractors via a two way radio, with speaker and ear piece accessories supplied by the Regional District. (Costs for loss or damage beyond normal wear and tear of this instrument necessitating replacement shall be deducted from the Progress Payment)
- B20.6 The Contractor shall assign an individual as the Landfill Site Safety Officer at each Landfill Site and at all times during Work.
 - B20.6.1 The Landfill Site Safety Officer shall be responsible and authorized to supervise and enforce compliance with all safety regulations required in the performance of the Work.
 - B20.6.2 The Landfill Site Safety Officer shall have the delegated authority to order any of the Contractor's employees or Sub-contractors on the Landfill Site to follow the safety plan.
- B20.7 The Contractor shall supply and maintain, at the Contractors own expense, at an office or other well-known place at the Landfill Site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities.
- B20.8 Accidents and Accident Reports
 - B20.8.1 The Contractor shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the Landfill Site.
 - B20.8.2 The Contractor shall promptly report to the Regional District, and to any other applicable regulatory body, all accidents of any sort arising out of or in connection with the performance of the Work whether on or adjacent to the Landfill Site, giving full details and statements of witnesses.
 - B20.8.3 If death or serious injuries or damages are caused, the accident shall be immediately reported by the Contractor to the Regional District by telephone or in person in addition to any reporting required under Provincial Laws and regulations.

B20.8.4 If a claim is made by anyone against the Contractor or any Sub-Contractor on account of any accident, the Contractor shall promptly report the facts in writing to the Regional District, giving full details of the claim.

B21 FIRE PREVENTION AND PROTECTION

- B21.1 The Contractor shall perform all Work in a fire-safe manner.
- B21.2 Contractor staff shall be trained and certified in landfill fire fighting within nine months of being awarded the Contract.
- B21.3 Neither the Contractor nor any employee shall smoke on a Landfill Site at any time.
- B21.4 No fires whatsoever are permitted at the Landfill Site without the express authorization of the Regional District.
- B21.5 The Contractor shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain adequate and proper fire-fighting equipment at the Landfill Site.
- B21.6 The Contractor shall take all necessary and proper steps to see that the Refuse and Recyclable Materials disposed of in the facility are treated in such a manner as to prevent fire from starting at a Landfill Site.
- B21.7 The Contractor shall be responsible for the protection from fire of landfill property as well as the immediately adjacent properties in as much as they may be affected by a fire during the Work or as a result of performing the Work.
- B21.8 The Contractor shall fill and maintain all the water storage tanks on the Landfill Site on a 24 hour basis, from the 1st day of April until the 15th day of October.
- B21.9 All heavy equipment shall have at least one 20lb ABC fire extinguisher and all personnel must be trained in its use.
- B21.10 In the case of a fire on the Landfill Site, the Contractor will perform the duties and be compensated as described in PART F Work Specifications for Unit Rate and Force Account Rates.

B22 EMERGENCY CALL OUTS

- B22.1 Before commencement of the Contract, the Contractor shall give the Regional District a list of at least two (2) names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency "call outs" in connection with Work under the Contract.
- B22.2 At least one person on the list shall be available at all times outside of normal working hours. An updated list shall be issued by the Contractor whenever a change in call-out personnel or phone numbers is made.

B23 RIGHTS OF WAIVER

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- B23.1 A waiver of any breach of or provision of the Contract will not constitute or operate as a waiver or any other breach of any other provision, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

B24 DUTY OF CARE

- B24.1 The Contractor acknowledges that the Regional District, in the preparation of the Contract documents, provision of oral or written information to Tenderers, review of Tenders or the carrying out of the Regional District's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the Regional District in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation.

B25 SEVERABILITY

- B25.1 All sections of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void, the validity of the remaining paragraphs hereof will not be affected.

B26 FORCE MAJEURE

- B26.1 In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the Regional District's right of termination under Section B18 Regional District's Right to Terminate the Contract, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, on condition that:
- B26.1.1 the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
 - B26.1.2 the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
 - B26.1.3 the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
 - B26.1.4 when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

B27 DRAFT CONTRACT

**CAMPBELL MOUNTAIN SANITARY LANDFILL AND/OR OLIVER SANITARY LANDFILL
OPERATIONS**

CONTRACT

THIS Agreement made in duplicate this ____ day of _____, 2021.

BETWEEN:

THE REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Board of Directors of the Regional District of Okanagan-Similkameen on the ____ day of _____, 2021, passed resolutions agreeing to enter into a contract with the Contractor relating to the "Sanitary Landfill Operations at Campbell Mountain and/or Oliver" and upon the terms and conditions hereinafter set forth:

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties mutually covenant and agree as follows:

CONTRACT DOCUMENTS

The following documents, together with this Contract, shall constitute the complete Contract Documents:

- Notice to Proceed
- Contract
- Tender Form
- PART A INSTRUCTIONS FOR TENDERERS
- PART B CONTRACT CONDITIONS
- PART C GENERAL WORK SPECIFICATIONS
- PART D WORK SPECIFICATIONS FOR CAMPBELL MOUNTAIN SANITARY LANDFILL
- PART E WORK SPECIFICATIONS FOR OLIVER SANITARY LANDFILL
- PART F WORK SPECIFICATIONS FOR UNIT RATES AND FORCE ACCOUNT RATES
- PART G PAYMENT, CONTRACT CHANGES AND QUALITY CONTROL

**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

- PART H SCHEDULES AND STATEMENTS
 - SCHEDULE 1: ANNUAL FLAT RATE FOR BASE OPERATIONS AT CMSL ONLY
 - SCHEDULE 2: ANNUAL FLAT RATE FOR BASE OPERATIONS AT OSL ONLY
 - SCHEDULE 3: ANNUAL FLAT RATE FOR BASE OPERATIONS AT CMSL AND OSL
 - SCHEDULE 4: HOURS OF OPERATION UNIT RATES
 - SCHEDULE 5: FORCE ACCOUNT RATES
 - STATEMENT I: TENDERER'S EXPERIENCE IN SIMILAR WORK
 - STATEMENT II: TENDERER'S SENIOR SUPERVISORY STAFF PERSONNEL
 - STATEMENT III: SUB-CONTRACTORS
 - STATEMENT IV: PARTICIPANTS IN TENDER PREPARATION
 - STATEMENT V: SCHEDULE OF THE ALTERNATIVES
- Appendices
- Addenda
- Performance Security
- Certificates of Insurance
- WorkSafe BC Clearance Letter

In the event of any conflict between Contract Documents, this Contract shall take priority and the other listed documents shall have priority as listed above.

CONTRACT TERM

The Contract for the Sanitary Landfill Operations at Oliver Sanitary Landfill is for a five (5) year period, commencing on June 1st, 2022.

Contract extensions are subject to satisfactory execution of the Work Specifications. The Regional District will retain the option to renew the Contract for up to a further five (5) year period following expiry of the initial five (5) year Contract period in accordance with these terms.

The Regional District will advise of its decision to renew the contract six (6) months prior to expiration of the Contract period.

If no agreement is reached for extension beyond the Contract period but the Contractor is requested to continue operations, the Contractor shall be paid on a monthly basis in accordance with the established schedule of payment.

PAYMENT

The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated.

PART G details out the methods of payment

PERFORMANCE SECURITY

The Contractor hereby deposits with the Regional District, _____ (*a performance bond, a certified cheque or irrevocable letter of credit*) payable to the Regional District of Okanagan-Similkameen, in an amount of _____.

WRITTEN NOTICE

If either party desires to give notice to the other party, under or in connection with the Contract, such notice will be effectively given upon actual service or three days after being sent by registered mail to the:

REGIONAL DISTRICT at:
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C.
V2A 5J9

CONTRACTOR at:

SIGNATURE PAGE TO BE ADDED IN FINAL CONTRACT

CERTIFICATE OF INSURANCE - STANDARD CERTIFICATE FORM



CERTIFICATE OF INSURANCE
STANDARD CERTIFICATE FORM

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that the insurer endeavor to provide 30 days notice of cancellation or reduction in coverage, but failure to do so does not place any liability on the insurer

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This certificate is issued to: Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, BC, V2A 5J9

Insured:	Name:						
	Address:						
Broker:	<table border="1"><tr><td>Name:</td><td>Agent's Name:</td></tr><tr><td>Address:</td><td><table border="1"><tr><td>Phone:</td><td>Email:</td></tr></table></td></tr></table>	Name:	Agent's Name:	Address:	<table border="1"><tr><td>Phone:</td><td>Email:</td></tr></table>	Phone:	Email:
	Name:	Agent's Name:					
Address:	<table border="1"><tr><td>Phone:</td><td>Email:</td></tr></table>	Phone:	Email:				
Phone:	Email:						

Location, Project No. and nature of agreement/contract, permit, lease, license or operation to which this Certificate applies:

--

Mandatory Particulars of General Liability Insurance (see Section 1): ☒ indicates that the coverage is included.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Premises & Operation | <input checked="" type="checkbox"/> Owners & Contractors Protective | <input checked="" type="checkbox"/> Non-Owned Automobile |
| <input checked="" type="checkbox"/> Blanket Contractual | <input checked="" type="checkbox"/> Occurrence Property Damage | <input checked="" type="checkbox"/> Broad Form Property Damage |
| <input checked="" type="checkbox"/> Cross Liability/Severability of Interests | <input checked="" type="checkbox"/> Personal Injury | |
| <input checked="" type="checkbox"/> Contingent Employer's Liability | <input checked="" type="checkbox"/> Coverage is Primary and not contributory | |
| <input checked="" type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured | <input checked="" type="checkbox"/> Broad Form Products & Completed | |

Reviewed:
Broker
Initials

--

Additional Particulars of General Liability Insurance (see Section 1): ☐ indicates that the coverage is included.

- | | | |
|--|---|--|
| <input type="checkbox"/> Use of explosives for blasting | <input type="checkbox"/> Intentional Injury | <input type="checkbox"/> Non-owned watercraft liability |
| <input type="checkbox"/> Vibration from pile driving or caisson works. | <input type="checkbox"/> Advertising Liability | <input type="checkbox"/> Watercraft Liability |
| <input type="checkbox"/> Broad Form Tenants Legal Liability | <input type="checkbox"/> Host Liquor Liability | <input type="checkbox"/> Work below ground level over 3 meters (XCU extension) |
| <input type="checkbox"/> Volunteer as Additional Insured | <input type="checkbox"/> Intentional Injury | |
| <input type="checkbox"/> Attached Machinery | <input type="checkbox"/> Injury to Participants (sporting events) | |
| <input type="checkbox"/> Removal or weakening of support of property, building or land whether the support is natural or otherwise | | |

Reviewed:
Broker
Initials

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**PART B: CONTRACT CONDITIONS
CMSL AND OSL OPERATIONS TENDER**

Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
Section 1 Comprehensive/Commercial General Liability (Please see Particulars on Page 1)		From: To:	Bodily Injury, Death & Property Damage \$_____ Per Occurrence \$_____ Aggregate \$_____ Umbrella Limit \$_____ Excess Limit \$_____ Deductible MINIMUM PER OCCURRENCE \$5,000,000
Section 2: <input type="checkbox"/> indicates that the coverage is included. Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$_____ Limit MINIMUM \$5,000.000 Reviewed: Broker Initials <input type="checkbox"/>
Section 3: <input type="checkbox"/> indicates that the coverage is included. Contractor's Equipment:		From: To:	\$_____ Limit \$_____ Deductible Reviewed: Broker Initials <input type="checkbox"/>
Section 4: <input type="checkbox"/> indicates that the coverage is included. Professional Liability <input type="checkbox"/> Claims Made Basis <input type="checkbox"/> Coverage Primary and not contractual		From: To:	\$_____ Per Occurrence \$_____ Aggregate \$_____ Deductible Per Claim, minimum \$50,000 Reviewed: Broker Initials <input type="checkbox"/>
Section 5: <input type="checkbox"/> indicates that the coverage is included. Builder's Risk:		From: To:	\$_____ Limit \$_____ Deductible <input type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured Reviewed: Broker Initials <input type="checkbox"/>
Section 6: <input type="checkbox"/> indicates that the coverage is included. Other:		From: To:	\$_____ Limit \$_____ Deductible Reviewed: Broker Initials <input type="checkbox"/>

The Insurer confirms the above details are accurate and reflect the Insured's coverage. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

(Authorized to Sign on Behalf of Insurers)

Date Signed

Insured's

Date Signed

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PART C: GENERAL WORK SPECIFICATIONS

This PART shall be read with and shall form part of the Contract.

The General Work Specifications apply to Work considered to be Base Operations required at the Campbell Mountain Sanitary Landfill and Oliver Sanitary Landfill.

Work Specifications that apply to only a particular Landfill Site, not both, are presented in PART D: Work Specifications for Campbell Mountain Sanitary Landfill and PART E: Work Specifications for the Oliver Sanitary Landfill.

The Contractor shall be responsible for the direction and control of deposition of Refuse in the Landfill Site and shall supply all equipment, labour and materials for the consolidation of Refuse into individual Cells and Lifts, spreading and compaction of the Refuse and the excavation, hauling and placement of Cover Material, and Landfill Site maintenance to meet all of the Work Specifications.

All of the Work Specifications contained in PART C are considered to be included in the Base Operation cost provided on PART H Schedule 1 (CMSL) or Schedule 2 (OSL) or Schedule 3 (CMSL and OSL).

C1 REGULATIONS

- C1.1 The Landfill Sites shall be operated in accordance with, and the Contractor shall carry out and obey every order and instruction given pursuant to the following documents, as amended from time to time :
- C1.1.1 Operational Certificates (OC's) provided in Appendix A:
 - a. Oliver Sanitary Landfill OC-15280, and
 - b. Campbell Mountain Sanitary Landfill OC-15274.
 - C1.1.2 "RDOS Administered Landfills Regulatory Bylaw No. 2925. 2021" as provided in Appendix B
 - C1.1.3 "Regional District of Okanagan-Similkameen Fees and Charges Bylaw No. 2927, 2021." The sections regarding Solid Waste are included in Appendix C. The Bylaw in its entirety can be obtained at the Regional District Website
<https://www.rdos.bc.ca/assets/bylaws/leg-services/RDOS/2021/Fees-and-Charges-Bylaw-BL2927.pdf>
 - C1.1.4 Campbell Mountain Landfill 2020 Annual Report, April 2021. This report can be downloaded from the following link:
<https://file.rdos.bc.ca/index.php/s/4pyZMi8CsI5KN1M>
 - C1.1.5 Oliver Landfill 2020 Annual Report, April 2021. This report can be downloaded from the following link: <https://file.rdos.bc.ca/index.php/s/eVOI6cSSocffERk>
 - C1.1.6 Regional District of Okanagan-Similkameen Solid Waste Management Plan, as approved by the BC Ministry of Environment and Climate Change Strategy.
Link: <https://www.rdos.bc.ca/public-works/solid-waste/solid-waste-management-plan/>

**PART C: GENERAL WORK SPECIFICATIONS
CMSL AND OSL OPERATIONS TENDER**

- C1.1.7 *Environmental Management Act* from the BC Ministry of Environment and Climate Change Strategy. Link: https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/03053_00
- C1.1.8 Guidelines in the latest edition of the BC Landfill Criteria for Municipal Solid Waste Link: https://www2.gov.bc.ca/assets/gov/environment/waste-management/garbage/landfill_criteria.pdf
- C1.1.9 Requirements of the Landfill Gas Management Regulation Link: <https://www2.gov.bc.ca/assets/gov/environment/waste-management/garbage/landfillgasmanreg.pdf>
- C1.1.10 Requirements of the most recent Landfill Design, Operations and Closure Plan (DOCP) for Campbell Mountain Sanitary Landfill and Oliver Sanitary Landfill. These reports can be downloaded from the following links:

CMSL DOCP report

<https://www.rdos.bc.ca/assets/RFPS-TENDERS/CMSL-DOCP-Report-072016-PRJ15061.pdf>

OSL DOCP report

<https://www.rdos.bc.ca/assets/RFPS-TENDERS/OSL-DOCP-20100623-CRA-Ref.No.-049846.pdf>

During the tender process, each of these documents can be obtained as specified above. If the Contractor has difficulty obtaining any of these documents, the Regional District can provide the document through the person listed in the Instructions to Tenderers, PART A.

- C1.2 In the event of conflict in the above regulations, the Contractor shall bring any such conflict to the attention of the Regional District in writing who shall provide guidance as to the proper course of action after consultation with the appropriate regulatory agency.
- C1.3 The Contractor shall be responsible for all fines imposed by the Ministry of Environment and Climate Change Strategy (ENV) or any other provincial or federal government agency or ministry as a result of its negligence or failure to operate the Landfill Site as specified in all Work Specifications forming part of the Contract.

C2 REFERENCE POINTS AND LAYOUT

- C2.1 The Contractor, upon entering the Landfill Site for the purpose of beginning Work, shall locate all monitoring wells, reference points, survey stakes, and legal survey pins, and take all necessary precautions to prevent their destruction.
- C2.2 In the case of willful or careless destruction, the Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistakes that may be caused by the loss or disturbance of any such monitoring wells, reference points, survey stakes, and legal survey pins.

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- C2.3 If the Contractor, in the course of the Work, finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by the instructions, the Contractor shall inform the Regional District immediately in writing and the Regional District shall promptly verify the same and issue appropriate instructions. Any Work done after such discovery, before further Work is authorized, will be done at the Contractor's risk.

C3 HOURS OF OPERATION:

- C3.1 The Contractor shall have staff in attendance during all Hours of Operation and for as long as necessary to receive, dispose-of and properly compact and cover the Day of Operation's Refuse.
- C3.2 The Contractor shall arrive at the Landfill Site ahead of public Hours of Operation to do safety checks, warm up equipment as required and to prepare the facilities for opening to the public.
- C3.3 In particular, during and after snow falls, the Contractor shall arrive on the Landfill Site as early as necessary to clear snow, sand and salt the facility before the facilities are open to the public.

C4 EXTRA HOURS ACCESS

- C4.1 Haulers maintaining Extra Hours Access Agreements with the Regional District may access the Landfill Sites two hours prior to the public Hours of Operation.
- C4.2 The presence of the Contractor is not required during Extra Hours Access.
- C4.3 The Contractor will provide a suitable tipping area each Day of Operation for the Early Hours Access Haulers in the Active Face area.
- C4.4 Any loads delivered during Extra Hours Access prior to public Hours of Operation that are in violation of the Bylaw through contamination or containing Prohibited or Hazardous Waste shall be reported to the Regional District staff immediately for inspection and documenting before the load is moved by the Contractor.

C5 CONTRACTOR FACILITIES AND IMPROVEMENTS

- C5.1 The Contractor shall obtain written approval of the Regional District prior to the construction or installation of any structures or improvements.
- C5.2 The Contractor shall supply and maintain on-site lunch and washroom facilities for their employees. A repair shop and / or office may also be supplied and maintained at their own expense. The Contractor must keep these facilities in a neat and sanitary condition and pay for all necessary utilities.
- C5.3 The Contractor shall also be responsible for their removal at the termination of the Contract.
- C5.4 After receiving prior approval from the Regional District, the Contractor shall be permitted to undertake improvement projects at the Landfill Site that will make the operation more efficient or more attractive. Any such initiatives shall be carried out at the Contractor's expense.

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- C5.5 The Contractor shall not utilize the Landfill Site for other business operations or for storage of equipment or material not used at the Landfill Site.
- C5.6 The Regional District accepts no responsibility for damage or vandalism of Contractors on-site facilities or equipment.

C6 WORK BY THE REGIONAL DISTRICT

- C6.1 Capital works or other improvements at each Landfill Site may be undertaken by the Regional District Staff or tendered by the Regional District from time to time. If tendered, the Contractor will be given the opportunity to respond to the tender if they so choose.
- C6.2 The Regional District will undertake the following work by its own forces or by Other Contractors:
- C6.2.1 making final rulings on appeal of fees, determining acceptability of Solid Waste and methods and protocols for Disposal;
 - C6.2.2 supply of information signs, including traffic direction and control signage within the Landfill Site, for the Contractor to place;
 - C6.2.3 provision of aggregate and materials for road maintenance;
 - C6.2.4 provision of soil for Daily and Intermediate Cover if on-site resources are exhausted;
 - C6.2.5 completing any final cover construction;
 - C6.2.6 installing and maintaining perimeter electric fencing;
 - C6.2.7 provision of utilities for existing Regional District works and buildings;
 - C6.2.8 provision of radios and cameras for communications and records;
 - C6.2.9 draining ozone depleting substances (ODS) from refrigeration units;
 - C6.2.10 arranging to have stockpiled Recyclable Materials picked up and processed; and
 - C6.2.11 coordinating any upcoming construction work on the Landfill Site with the Contractor.
- C6.3 Regional District shall be responsible for providing a Scale Attendant during all Hours of Operation. The Scale Attendant shall:
- C6.3.1 record the source of the Solid Waste (e.g. residential, commercial, institutional, demolition / land clearing);
 - C6.3.2 weigh, record, characterize and track incoming Refuse and Recyclable Materials.
 - C6.3.3 check that incoming loads for Hazardous or other Prohibited Wastes are properly tracked, and check and finalize all transportation manifests;
 - C6.3.4 direct vehicles to the appropriate unloading or recycling area;
 - C6.3.5 weigh and record outbound vehicles and collect appropriate tipping fees; and
 - C6.3.6 enter all information immediately into a computer database provided by the Regional District.

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- C6.4 A summary of tonnages received at the Landfill Site will be compiled and shared with the Contractor.
- C6.5 Water quality monitoring of surface water, groundwater from on-site groundwater monitors, gas monitoring, geotechnical monitoring, temperature and settlement monitoring shall be conducted by the Regional District.
- C6.6 The Regional District is responsible for survey and layout (grade stake/poles, markers, etc.) of filling area to points through design drawings and discussions. The Contractor is required to follow these directions and protect the grade stakes/poles and markers etc. for review and checking.
- C6.7 Notwithstanding the Contractor's responsibilities, the Regional District shall maintain overall authority for management and control of the Landfill Site. Nothing in this Contract grants the Contractor any interest in the Landfill Site, and the Regional District may, at its discretion, retain others to carry out work on and around the Landfill Site.
- C6.8 The Regional District may add, remove or change categories of Refuse or Recyclable Materials as required in order to properly track incoming Solid Waste and waste reduction efforts and impose possible bans.
- C6.9 The Regional District will conduct annual tests with the Contractor to ensure the compaction density is being achieved and meeting specifications. Details on the testing and how the costs are covered are provided in PART G Payment, Contract Changes and Quality Control.

C7 EQUIPMENT REQUIRED

- C7.1 The Contractor shall purchase, license and safely operate, any equipment necessary to maintain each of the Landfill Sites in full compliance with these Tender Documents and meet all applicable regulatory and performance requirements.
- C7.2 For the Regional District Selling Team Tender submission, all costs associated with purchasing or leasing equipment, licensing and borrowing shall be included in the calculations for the costs presented.
- C7.3 PART D Work Specifications for Campbell Mountain Sanitary Landfill and PART E Work Specifications for Oliver Sanitary Landfill include the details for the required Equipment at each specific Landfill Site.
- C7.4 In general, the Equipment provided or hired by the Contractor shall be capable of performing the following tasks at minimum:
- C7.4.1 spreading and compacting Refuse;
 - C7.4.2 excavation and hauling of Cover Materials to points of use;
 - C7.4.3 construction and grading of access roads;
 - C7.4.4 watering of materials and roads for both compaction and dust control as required;
 - C7.4.5 Face Berm construction;
 - C7.4.6 fire control;
 - C7.4.7 road and ditch maintenance;

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- C7.4.8 moving and pushing up materials in the appropriate storage area in a manner that does not contaminate the materials with soil or rocks;
- C7.4.9 spreading of Daily and Intermediate Cover Materials; and
- C7.4.10 application and removal of Alternate Daily Cover.

C8 EQUIPMENT AVAILABILITY AND REPLACEMENT

- C8.1 All specified equipment must remain at the Landfill Site unless written permission has been received by the Regional District specifying the acceptable period of absence.
- C8.2 The acceptable down-time span for Equipment deemed essential by the Regional District for daily operation at each Landfill Site shall be minimized.
- C8.3 If the compaction unit breaks down, the Contractor shall provide within 24 hours, an equivalent replacement compactor or a tracked bulldozer equivalent in size to a Caterpillar D7 with a minimum weight of 24,000 kg.
- C8.4 If the compaction unit is broken down for more than one (1) week, the Contractor shall replace it with an equivalent compaction unit. Failure to provide an equivalent replacement machine within one (1) week may result in the Regional District replacing the compaction unit at the Contractor's full expense for rental, transport and labour costs until the Contractor's equipment returns to service.

C9 EQUIPMENT MAINTENANCE

- C9.1 The Contractor shall be responsible for maintaining and servicing their equipment, including fuel, grease, service, etc. The Tender shall include estimated maintenance costs into the Base Operations and will include any building costs required for housing the equipment.
- C9.2 All fuel storage tanks located on the Landfill Site shall meet all regulatory requirements.
- C9.3 The Regional District agrees to allow the Contractor to store his equipment at the Landfill Site during non-operating hours, but accept no responsibility for damage or vandalism.
- C9.4 The Contractor shall not store any other equipment or material at the Landfill Site other than that equipment and materials used for the landfill operations or construction, maintenance of equipment or as otherwise permitted by the Regional District.
- C9.5 The Contractor shall keep the equipment in good repair in accordance with the Worksafe BC Health & Safety Regulations.

C10 EQUIPMENT AIR PARTICULATE AND NOISE CONTROL

- C10.1 Operating heavy equipment at a Landfill Site is a high dust activity that in the absence of controls will place operators at risk of inhaling potentially harmful air borne particulates that can lead to respiratory diseases, silicosis and mesothelioma. Effective heavy equipment cab filtration and a positive pressurization system is required to reduce operator exposure to harmful air borne particulates.
- C10.2 At a minimum all equipment, engaged in the compaction, pushing or loading of landfill materials during operation that is exposed to fine air particulates must have cab enclosures equipped with appropriate HVAC Systems which minimize or eliminate intrusion of airborne

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particulates. The Contractor must obtain and present to the Regional District prior to the commencement of the Contract, certification from a qualified professional to verify compliant equipment cab enclosures.

C10.3 The Contractor shall ensure the equipment has appropriate noise abatement systems.

C10.4 The Contractor shall not operate any equipment on the Landfill Site between 10:00 p.m. and 6:30 a.m. unless approved beforehand by the Regional District or in emergencies such as during landfill fires or floods.

C11 LANDFILLING METHOD

C11.1 The Landfill Site shall be constructed systematically in appropriately sized Lifts typically using the Ramp Method at the Active Face to form a series of Cells over time. The basics for the landfilling Ramp Method for a Cell includes the following steps:

C11.1.1 The Refuse is dumped on the side of an existing slope, the Active Face, where it is spread out into thin Layers and compacted into Cells.

C11.1.2 The Active Face is to be maintained at a slope ratio of five (5) Horizontal to one (1) Vertical [5H:1V].

C11.1.3 Daily Cover or Alternate Daily Cover (ADC) is spread on the Active Face ramp each day. Daily Cover shall be 150 millimeters thick on top of the compacted Refuse.

C11.1.4 Additional thin Layers of Refuse and Cover Material are added for each Day of Operation to form the appropriate sized Refuse Cell. The typical size is 21-24 days worth of Refuse.

C11.1.5 Side slopes of the Cell in the Lift shall also be covered with 300 mm of Cover Material on a daily basis.

C11.1.6 Final outside side slopes of each Lift shall be 3H:1V.

C11.1.7 Internal side slopes of each Cell shall be 2.5H:1V to allow for maximizing Refuse burial and compaction space.

C11.1.8 The goal Refuse to Cover Material ratio (excluding the Controlled Waste area and the asbestos area) is 4.0 to 1.0 on a volume basis.

C11.1.9 The Contractor shall log the amount of Daily Cover and Intermediate Cover used each day at the Landfill Site. The log shall be provided to the Regional District on a monthly basis.

C11.1.10 The Contractor shall log the growth in the Active Face area on a weekly basis and shall document the same with weekly photographs that are to be provided to the Regional District on a monthly basis.

C11.1.11 Each Cell in a Lift shall be fully compartmentalized with 300 mm of Intermediate Cover Material on the top and sides of the Cell once it reaches the designated size or as directed by Regional District.

C11.1.12 The Contractor shall construct the Lifts in a series of Cells containing the compacted Refuse in the Regional District designated fill areas.

C11.2 Lifts shall be constructed at each Landfill as per the specifications included in PART D and PART E Work Specifications for CMSL and OSL respectively.

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- C11.3 The Contractor shall construct each Landfill Site to the shapes according to directions and grades provided by the Regional District from the filling plan details.
- C11.4 The Contractor shall undertake the progressive utilization of the Landfill Site as directed by the Regional District.
- C11.5 The Operational Certificate requires that all Refuse deposited must, at the conclusion of each Day of Operation, be covered with Cover Material or ADC.
- C11.6 Options for ADC are included in PART D and PART E Work Specifications for CMSL and OSL respectively.

C12 ACTIVE FACE OPERATIONS AND EXPANSIONS

- C12.1 The Contractor shall construct temporary driving areas, tipping pads, and turnaround places within the Active Face area of the Landfill Site, from the various materials provided (or similar on-site material),
 - C12.1.1 Temporary roads and tipping pads shall be strategically constructed on the top of each completed Lift to provide access to the next Lift.
 - C12.1.2 The Regional District reserves the right to alternate between push-up and push-down methods of Cell construction, in which case roads would be required only every second Lift.
 - C12.1.3 The Contractor may draw on the stockpiles of contaminated soil, broken concrete and broken asphalt for development of access roads on the landfill surface as this material becomes available. Material placed in a driving surface must be free of all rebar or debris that could damage tires.
 - C12.1.4 New materials being loaded from stockpiles shall be counted and logged as they are before being utilized for road or Cover in the landfill.
 - C12.1.5 An indeterminate amount of Cover Material will be required to replenish the tipping pad as the Active Face advances each day.
 - C12.1.6 Materials are to be salvaged from existing decommissioned access roads and tipping pads for reuse immediately before being buried by the advancing Active Face.
- C12.2 Prior to commencing any expansion of the existing landfill footprint, the Contractor shall obtain confirmation from the Regional District on the boundaries of the proposed fill area(s) and ensure that adequate grade stakes and/or directions have been provided by the Regional District.
- C12.3 The Contractor shall ensure that Refuse is placed within the surveyed boundaries. Refuse placed negligently outside the phase boundaries by the Contractor shall be relocated to within the boundaries at the Contractor's expense.
- C12.4 The Contractor shall ensure that adequate grade control is provided.
 - C12.4.1 The top surface of each completed Lift shall be graded with a 2% grade across the filled area in a direction indicated by the filling plan provided by the Regional District so that the surface water will drain.

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- C12.4.2 The Contractor is required to check and maintain grades against fill plan drawings and grade stakes on a regular basis, at least once per week.
- C12.5 Where required, the Contractor shall place the Refuse to slopes and grades to allow for the placement of final cover as directed by the Regional District.
- C12.6 From time to time, the Regional District shall specify the area of the Landfill Site that shall be worked so that tipping may proceed with the minimum of inconvenience to the public.
- C12.7 No material shall be burned without the express permission of the Regional District.

C13 REFUSE UNLOADING AND COMPACTION

- C13.1 The unloading of Refuse on the Landfill Site shall be restricted to an area such that the material can be easily incorporated into the Active Face with the equipment available, wherever possible materials shall be deposited at the base of the Lift (push up mode of operation).
- C13.1.1 At no time, except when loads are requiring inspection due to contaminants, shall the Contractor allow more than approximately two (2) to three (3) truck loads or 10 cubic metres of Refuse to be piled up at the Active Face before spreading and compacting the Refuse material.
- C13.2 The Contractor shall operate the landfill compactor for sufficient time, number of passes and in a suitable manner to break down, level and compact the deposited material to meet the minimum acceptable compaction density of 700 kilograms per cubic metre (kg/m³) as specified for each Landfill Site.
- C13.3 At the end of each Day of Operation, the Contractor shall
- C13.3.1 Track pack the surface over which Daily or Intermediate Cover is to be applied with a dozer or excavator to eliminate all cavities and compactor wheel dimples that would otherwise consume excess Cover Material.
- C13.3.2 Track pack the advance surface on the crest of the Active Face at the top elevation of the Lift to a smooth finish eliminating compactor wheel dimples. The advance shall be covered with a single 300 mm thick layer of Intermediate Cover Materials.
- C13.3.3 Ensure that Intermediate or Daily Cover has been placed over the compacted Refuse after the gate has been closed.
- C13.4 The Contractor may, from time to time, be required to deposit semi-solid wastes. These wastes shall be placed in thin layers and in such a manner as to not hinder the workability and compaction of the fill and to minimize the possibility of surface or ground-water contamination.

C14 DAILY COVER

- C14.1 At the end of each Day of Operation, the Contractor shall cover all exposed Refuse that has been deposited at the Active Face with 0.15 metres (150 millimetres) of Daily Cover or ADC, unless Intermediate Cover is to be applied.
- C14.2 The Contractor shall not use amounts of Daily Cover in excess of that specified in this Contract. If excessive use is determined by the Regional District, then the Contractor may be

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required to remove excess Daily Cover material at the Contractor's expense and/or be subject to Liquidated Damages as discussed in PART G.

C15 INTERMEDIATE COVER

- C15.1 Prior to applying Intermediate Cover, the top of the Lift shall be cleared of scattered Refuse material and shall be graded to a level grade across the filled area. The surface shall be kept free of depressions to achieve a flat, dense surface capable of supporting vehicle movements for the next Lift.
- C15.2 Intermediate Cover is to be applied at 0.3 metres (300 millimetres) in thickness. Acceptable variance on Intermediate Cover thickness is 250 to 350 mm.
- C15.3 The Contractor shall not use amounts of Intermediate Cover in excess of that specified in this Contract. If excess cover soil is placed the Contractor will be required to strip back the excess soil at the Contractor's expense. Additionally, the Contractor may be subject to Liquidated Damages as discussed in PART G.

C16 COVER MATERIAL

- C16.1 The Contractor shall be responsible for the strategic stockpiling and placement of all operational Cover Materials, regardless of location of origin, for adequate Daily and Intermediate Cover and construction of Berms.
- C16.2 Soil Cover Material requirements for operations shall be met by first using any stockpiled material and then, with directions from the Regional District, soil material from other on-site Borrow Areas.
- C16.3 Suitable Cover Materials may include excavation soil, contaminated soil, or a blend of soil and wood chips.
- C16.4 New materials being loaded from recycle stockpiles and used for Cover Materials shall be counted or weighed and logged as they are (i.e. prior to crushing or mixing) before being utilized in the Landfill Site.
- C16.5 The Contractor shall notify the Regional District whenever on-site stockpiles of materials drop below sufficient quantities for three (3) months of operation.
- C16.6 The Regional District will import soil for Face Berm and Cover Material if on-site supplies are depleted.
- C16.7 The Regional District may choose to accept soil at each Landfill Site suitable for Daily Cover, Intermediate Cover or road construction free of charge or at a reduced tipping fee.
 - C16.7.1 The Contractor in consultation with the Regional District shall direct the load to a designated stockpile area.
 - C16.7.2 The Contractor shall be responsible for checking loads of incoming soil to ensure that they are suitable for use.
- C16.8 Cover material shall also be spread and track packed on the tipping pad as needed to maintain the pad thickness at 0.3 metres.

C17 BORROW AREA OPERATION

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- C17.1 Soil materials for Face Berms and covers shall be extracted from the Borrow Areas as directed by the Regional District indicated in the Landfill Site Design, Operations and Closure Plan (DOCP).
- C17.2 Operations of the Borrow Area shall be in accordance with all Worksafe BC and Provincial regulations. In particular, slopes must be benched in conformance with requirements of the *Mines Act* as they apply to aggregate extraction operations as shown in Figure C-1.

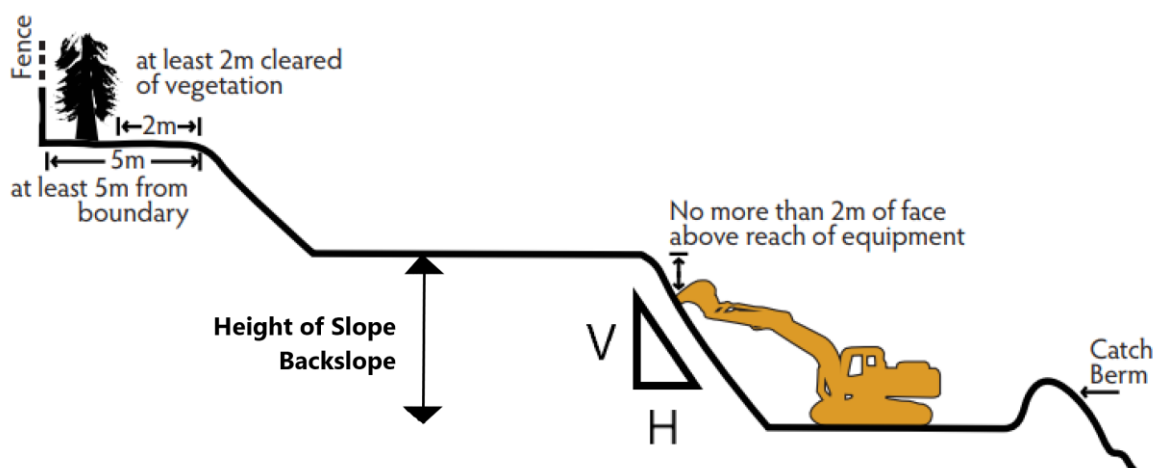


Figure: C-1: Illustration of backslopes and benches for excavation in a Borrow Area

Back-slopes in borrow excavations shall be controlled to maintain adequate stability temporary excavations shall not be steeper than:

Table C-1: Maximum Horizontal to Vertical on Backslopes of Excavations

Height of Slope Backslope (metres)	Horizontal (H)	Vertical (V)
< 3	0.5	1.0
> 3 and < 6	1.0	1.0
> 6	1.2	1.0

- C17.3 Benches shall be maintained on excavated slopes no higher than 2 metres above the maximum reach of the excavating equipment being used to excavate the soil. Benches shall be at least 4 metres wide.

C18 FACE BERM CONSTRUCTION

- C18.1 Face Berms shall be constructed only on the outer sides of individual Lifts to contain Refuse as required in the advancing Cell areas or where slopes of greater than three (3) Horizontal to one (1) Vertical [3H:1V] are required.
- C18.2 The Face Berms are to be constructed with soil obtained from the on-site Borrow Area, or from stock piles of imported Cover Materials.

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- C18.3 The Contractor shall construct the Face Berms at a time and in a manner approved by the Regional District.
- C18.4 Face Berms shall be constructed to a width of approximately 1 metre of soil and shall have an outside face slope of two (2) Horizontal to one (1) Vertical [2H:1V] after being compacted.
- C18.5 It is anticipated that the Face Berm will be constructed in phases as the Lift height increases.
- C18.6 The inside walls of the Face Berm shall be constructed at the steepest possible angle of repose to maximize Refuse disposal beside the Face Berm.
- C18.7 The Face Berms shall be constructed by hauling Cover Material, typically soil, to the edge of the intended Lift, dumping the soil, shaping it and compacting the outer surface with the bulldozer, loader or excavator.
- C18.8 Once Refuse is brought up to the desired Lift height for the Landfill Site, the Face Berm shall be pulled up to cover the landfill slope and to shape the desired finished slope of the Cell in the Lift.
- C18.8.1 The Lift height requirements for each Landfill are included in PART D and PART E Work Specifications for CMSL and OSL respectively.
- C18.9 As each Layer of Refuse is deposited and progresses against the Face Berm, another Face Berm segment shall be constructed on each additional Layer component.
- C18.9.1 The outside of progressive Face Berms shall be maintained at the indicated slope of 2H:1V.
- C18.9.2 Once the Lift is completed, the outside slope of the Lift will be completed to 3H:1V as previously specified in the Landfilling Method section.
- C18.10 Face Berms shall be stepped back (terraced) as directed by the Regional District.
- C18.11 The Contractor shall not construct Face Berms in a manner that utilizes excessive amounts of soil, if excessive use is determined by the Regional District, then the Contractor may be required to remove excess material beyond that reasonably required to construct and maintain the functionality of the Face Berm, at the Contractor's expense.
- C18.12 The Contractor will transport and spread ground organics on the outside of constructed Face Berms for erosion control and aesthetic purposes.

C19 RECYCLING OPERATIONS

- C19.1 The Contractor shall cooperate with the Regional District in fulfillment of the obligations under its authorized recycling programs.
- C19.2 The Contractor shall encourage recycling in the Regional District by directing customers who bring Recyclable Materials to the Landfill Site to the appropriate recycling areas on-site or to other recycling facilities in the vicinity.
- C19.3 The Regional District shall remain the owner of all Recyclable Materials and shall determine the appropriate end-market as in the best interest of the Regional District. The Contractor shall have no claim on any materials within the Contract area.
- C19.4 The Regional District shall arrange for periodic shipment of accumulated marketable recyclables at Regional District Landfill Sites to market whenever quantities start to exceed available storage space.

C20 RECYCLABLE MATERIALS

Recyclable Materials management do not require significant Work from the Contractor. Some Base Operations are required for the recycling operation as detailed below. The remaining activities are typically carried out by the Regional District staff, or Other Contractors. On occasion the Contractor may be requested to assist with other recycling operations which shall be paid out by Force Account Rates.

C20.1 Scrap Metals & White Goods

C20.1.1 The Regional District stores recyclable metals and periodically contracts with a scrap metal dealer to crush, compact and haul away collected scrap metal and white goods.

C20.1.2 The Contractor shall keep the scrap metal piles pushed up and stacked in a safe manner and minimize the contamination from the ground materials.

C20.1.3 The Contractor shall incorporate the ODS Free labelled refrigeration units into the Scrap Metal stockpile after the ODS is drained.

C20.2 Tires

C20.2.1 Non-recyclable tires or any tires that cannot be recycled shall be incorporated into the Active Face as directed by the Regional District.

C20.2.2 Recyclable tires arriving at the Active Face shall be reported and wherever possible taken to the appropriate tire recycling area by the Contractor.

C20.3 Batteries

C20.3.1 A facility for the receipt and storage of used batteries is provided and maintained by the Regional District.

C20.3.2 Batteries arriving at the Active Face shall be reported and wherever possible taken to the appropriate battery recycling area by the Contractor.

C20.4 Pressurized/Propane Tanks

C20.4.1 A facility for the receipt and storage of used pressurized tanks is provided and maintained by the Regional District.

C20.4.2 The Contractor shall direct and/or remove pressurized tanks from the Refuse and deposit them in the designated area.

C20.5 Recyclable Gypsum

C20.5.1 An area for the receipt and storage of recyclable gypsum storage is established at each Landfill Site by the Regional District.

C20.5.2 The Contractor shall ensure that only clean gypsum based drywall is placed in this storage area.

C20.5.3 At this time, gypsum is not transported off the Landfill Site for recycling. Until such a market is available, the Contractor shall transport gypsum from storage bunker to the Active Face for incorporating into the Refuse as required.

C20.5.4 Once a market is available, the Contractor will load the transport truck as required.

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C20.6 Organic Materials - Wood, Yard and Garden Waste

- C20.6.1 The wood grinding contractor will spread a bed of wood chips over the entire stockpile area following chipping activity. The Contractor shall maintain this bed of wood chips in these stockpile areas to at least a 10 centimeter depth.
- C20.6.2 The stockpiled materials shall be periodically chipped by Other Contractors.
- C20.6.3 The Contractor shall direct all Organic Materials for chipping to designated areas current categories consist of:
 - a. Green Waste (yard and garden, agricultural waste),
 - b. Clean White Wood (kiln dried dimensional lumber, pallets)
 - c. Contaminated Dimensional Lumber (pressure treated, painted, plywood)
- C20.6.4 The Contractor shall ensure that these stockpiles are kept neatly piled and pushed up to a suitable height in their designated areas, and have a minimum of contamination from dirt and rock materials.
- C20.6.5 The Contractor shall transport and place chipped organics for erosion control around the Landfill Site.

C20.7 Cardboard

- C20.7.1 Areas for the receipt and storage of cardboard are established at each Landfill Site by the Regional District and are maintained and emptied by others.

C20.8 Asphalt, Concrete and Masonry

- C20.8.1 An area dedicated for the receipt and stockpiling of concrete, reinforced concrete, ceramic fixtures, asphalt, bricks and masonry is established on each Landfill Site.
- C20.8.2 Concrete, asphalt, ceramic fixtures and masonry tonnages generated at the Landfill are Operationally Beneficial and are to be used onsite by the Contractor for appropriate Cover Material or development of onsite vehicle movement areas.
- C20.8.3 The Contractor shall keep this stockpile neatly piled at all times, free from foreign debris especially miscellaneous steel and asbestos cement pipe.
- C20.8.4 On an as needed basis, the Regional District can arrange to have the stockpiled materials crushed by others before being used on the Landfill Site by the Contractor.
- C20.8.5 Bulky Concrete or other material not suitable for crushing, is to be taken to the Active Face and buried as Refuse by the Contractor.

C20.9 Mattresses and Box Springs

- C20.9.1 An area at each Landfill Site is designated for the collection of mattresses and box springs for deconstruction.
- C20.9.2 Deconstruction of the mattresses is completed by others.
- C20.9.3 After deconstruction, the Contractor shall relocate and distribute the recyclable wood and metal components into the appropriate location.

C20.10 Asphalt Shingles

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C20.10.1 Clean asphalt shingles are stockpiled in designated areas on the Landfill Site.

C20.10.2 The Contractor shall monitor and report to the Regional District staff, the deposit of contaminants into the asphalt shingles stockpile.

- a. These include organic material, flashing, torch-on materials, or tar and gravel roofing products.
- b. If a contaminated load is deposited, then the materials must be scooped and taken to Active Face by the Contractor.

C20.10.3 The Contractor shall push up into storage piles, the clean asphalt shingle materials taking care to leave a layer of shingle material at the base to avoid contamination with earthen materials.

C20.10.4 The Contractor shall load for transport all clean asphalt shingle materials as required.

C20.11 Access Road Construction Material

C20.11.1 The Regional District shall arrange to have material suitable for road base construction imported and stock piled at a designated location on the Landfill Site.

C20.11.2 The Contractor shall keep the piles pushed up and tidy until required for maintenance or construction of roads and turnarounds.

C21 PROHIBITED, CONTROLLED AND RESTRICTED WASTES

C21.1 The Contractor shall be familiar with all Prohibited, Controlled and Restricted Waste materials and all Source Separation requirements as detailed in the Regional District regulatory bylaw and Operating Certificate.

C21.2 In the event that Prohibited, Controlled and Restricted Waste materials in a load are not detected at the scale, immediately notify the Regional District staff if materials have been deposited in an unacceptable manner or location.

C21.2.1 If Regional District Staff are not available to immediately inspect the load, the Contractor shall take a minimum of pictures of the load and record the license plate of the vehicle.

C21.2.2 The information should be relayed to the Scale Attendant as soon as possible, preferably before the vehicle travels outbound across the scale.

C21.3 The Contractor shall immediately follow directions from Regional District staff in regard to the Prohibited, Controlled and Restricted Waste safe interception, separation, extraction and placement for Disposal in the assigned area.

C22 CONTROLLED WASTE CELL

C22.1 The Regional District will designate an area on the Landfill Site where the Contractor shall construct berms for a Controlled Waste Cell for the Disposal of Controlled Waste.

C22.2 The Regional District shall endeavor to provide the Contractor with adequate notification prior to the arrival of Controlled Waste including the description of the type of Controlled Waste.

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- C22.3 Controlled Waste requires special handling and disposal techniques to avoid creating health hazards, nuisances or environment pollution.
- C22.4 The Contractor's operation of the Controlled Waste Cell includes but is not limited to:
- C22.4.1 Preparing the Controlled Waste Cell as required;
 - C22.4.2 Directing Controlled Waste loads to the Cell;
 - C22.4.3 Maintaining and utilizing required Personal Protective Equipment (PPE) to meet Worksafe BC requirements;
 - C22.4.4 Supervising unloading of all Controlled Waste to ensure it is done safely; and
 - C22.4.5 Immediately covering Controlled Waste loads with soil.

C23 HANDLING ASBESTOS CONTAINING MATERIAL

- C23.1 The Regional District shall stipulate an area on the Landfill Site for the tipping of asbestos containing material. The Contractor will be given reasonable notification of the arrival of all asbestos containing material including the description and the quantity.
- C23.2 The Contractor is required to comply with all Worksafe BC requirements for asbestos handling and safety including providing the appropriate PPE if the Contractor is required to exit the cab enclosure while the asbestos is being buried.
- C23.3 Cover material shall be placed over the asbestos containing material to a depth of 0.5 metres or as directed by the Regional District. The Contractor is to cap the asbestos containing material area with 1.0 metre of Cover Material when it is filled to capacity.

C24 CONTAMINATED SOIL

- C24.1 The Regional District is authorized by the Ministry of Environment and Climate Change Strategy to receive Contaminated Soil below Hazardous Waste Classifications at the Landfill Sites.
- C24.2 Acceptance of Contaminated Soil by the Regional District is conditional on the completion of the Regional District Contaminated Soil Relocation Agreement.
- C24.3 Acceptable Contaminated Soil Materials may be utilized for Daily and Intermediate Cover or for construction purposes and are considered Operationally Beneficial materials.
- C24.4 Soil contaminated with hydrocarbons must be deposited a minimum of 1.2 meters above the seasonal high groundwater level and a minimum of 2.0 meters below the final grade of the landfill to prevent the impact on groundwater and any future vegetation on the Landfill Site.
- C24.5 The Contractor will determine the use and location for the placement and managing of all acceptable Contaminated Soil materials. The Regional District will be consulted regarding location of stockpiles prior to deposit.

C25 CLEAN SOIL

- C25.1 All clean Cover Materials shall be accepted and utilized for Cover or construction activities, as approved by the Regional District.

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- C25.2 The Contractor will be asked to assess the Clean Soil upon arrival as to its suitability for use and advise the Regional District.
- C25.3 Acceptable Clean Soil materials may be utilized for Daily and Intermediate Cover or for construction purposes and are considered Operationally Beneficial materials.
- C25.4 The Contractor will stockpile, push up and manage Clean Soil piles in Regional District approved locations.

C26 OPERATIONALLY BENEFICIAL MATERIALS

- C26.1 As discussed in the previous sections, Contaminated Soil and Clean Soil are considered Operationally Beneficial Material.
- C26.2 Other materials arriving or produced on-Landfill Site that when mixed with soil are acceptable as cover, such as glass, are also considered to be Operationally Beneficial Materials.
- C26.3 Roofing material defined as Torch-on, SBS, membrane and Tar and Gravel roofing products and other similar roofing materials that are free of contaminants are considered to be Operationally Beneficial Materials.
- C26.4 These materials are to be directed to a stockpile area adjacent to the Active Face so the Contractor can utilize these materials for an appropriate use after discussion with the Regional District.

C27 LITTER COLLECTION

- C27.1 The Contractor is responsible for controlling, collecting and disposing of all litter on the Landfill Site, at the entrance gate and along the public roadways approaching the Landfill Site.
- C27.2 The Contractor shall retrieve any material that has blown from the Landfill Site onto adjacent property.
- C27.3 Litter collection must be undertaken to the satisfaction of the Regional District at least once per month, and immediately after any major wind event and to keep the Landfill Site tidy at all times.
 - C27.3.1 If litter control is not conducted on schedule, Regional District will retain independent contractors to undertake the collection and will deduct the costs from the next progress payment to the Contractor.
- C27.4 The Contractor shall, on a daily basis, be required to monitor and collect litter and / or illegally dumped materials from all roadways and adjacent road side property public right of ways for a minimum of 500 metres distance from the Landfill Site entrance.
- C27.5 The Contractor shall maintain the Landfill Site and cover any Refuse on the Landfill Site which, through erosion, has become exposed.
- C27.6 The need for litter collection will vary depending on how well the Contractor manages Refuse at the Active Face.

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- C27.7 From time to time, some Refuse spillage or contamination may occur at the recycling pads. The Contractor shall be responsible for cleanup of spillage or contamination on an as-required basis. Cleaned up material shall be disposed of at the Active Face.

C28 TRAFFIC CONTROL AND SIGNAGE

- C28.1 The Contractor shall determine the locations for appropriate signage and barricades to direct and control traffic movements on the Active Face, recycling area, composting area, Controlled Waste area, or other predefined areas.
- C28.2 The Contractor shall be responsible for ensuring that all Landfill Site signs, barricades and fencing are placed and relocated as Active Face and material processing areas are relocated and that signs are clearly visible and comprehensible to customers.
- C28.3 The Contractor shall maintain all traffic and directional devices (signs, delineators, cones, barricades etc.) in legible and good condition.
- C28.4 The Contractor shall request to the Regional District new required signage or replacement traffic and directional devices when signage becomes damaged, unclear or is no longer usable during regular landfill operation. The Regional District will be responsible for these costs.
- C28.5 Where deliberate or accidental actions of the Contractor, have bent, dislodged, and/or rendered traffic and directional signage unusable, the Contractor shall be responsible for the costs to repair or replace. (Costs shall be deducted from the Progress Payment)

C29 ACCESS ROADS

- C29.1 The Contractor shall maintain all temporary and permanent access roads for vehicular movements on a regular basis.
- C29.1.1 Such Work shall include regrading, re-gravelling, cutting out and repair of soft spots, watering and re-compacting.
- C29.1.2 Roads shall be regraded a minimum of once per year.
- C29.2 The Contractor is responsible for helping vehicles when they get stuck on the roads and Tipping Pads and for any vehicle repairs, including flat tires, resulting from the Contractor failing to address roadway problems (e.g. debris on roadways) in a reasonable manner.
- C29.3 Any dangerous obstructions rocks or debris or other hazards such as steep slopes, erosion, pot-holes, mud, snow etc. shall be addressed immediately and shall be cleaned up, or if that is not possible, clearly marked and /or blocked off when required.
- C29.4 Accumulations of mud shall be graded off road surfaces and tipping pads and new materials applied (gravel, wood chips) to restore road and tipping pad integrity.
- C29.5 The Contractor shall ensure, by providing drainage as necessary, that the road and turning and tipping pad areas are maintained in a safe, clean state, free of mud and rubbish to the satisfaction of the Regional District.
- C29.6 All road damage incurred by Contractors equipment shall be repaired at the Contractors expense.
- C29.7 Snow Removal

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- C29.7.1 Snow clearing and removal is the responsibility of the Contractor.
- C29.7.2 During winter operations, snow accumulations exceeding 3cm shall be removed in all active areas of the Landfill Site and piled in designated locations. The active areas include access roads, excavation cells, recycle areas, scale and vehicular accessible areas.
- C29.7.3 All roads shall have sand or organic grind applied, as required, to provide for safe vehicle movement.
- C29.7.4 Drifted snow adjacent to Face Berms shall be removed prior to filling against it.
- C29.7.5 Snow shall NOT be placed within berms or other earth fills or buried with Refuse.
- C29.7.6 Snow accumulations in the Active Face area are acceptable provided the snow is not incorporated into the Refuse.

C29.8 Dust Control

- C29.8.1 Dust control is the responsibility of the Contractor.
- C29.8.2 Care shall be taken to minimize air particulate release during the processing, loading and pushing of materials and in extraction or placement of all Cover Materials.
- C29.8.3 Watering of the roads and working areas and the application of dust suppressant solution shall be undertaken annually at a minimum and at the direction of the Regional District if required.

C30 SITE INFRASTRUCTURE AND MAINTENANCE

- C30.1 The Contractor shall notify the Regional District immediately of any damage to infrastructure at the Landfill Site including scales, signage, traffic control, lock block loading bays and safety railing, asphalt roadways, speed bumps etc.
- C30.2 Site Drainage
 - C30.2.1 The Contractor shall maintain drainage works through quarterly cleaning out of all run-off control ditches and culverts from debris or weeds.
 - C30.2.2 The Contractor shall construct ditches and swales and other such surface drainage facilities in order to provide adequate drainage for all working areas and such that the drainage characteristics of the Landfill Site are in accordance with the requirements of the Regional District.
 - C30.2.3 The Contractor shall be responsible for removing debris and repairing drainage controls after storm events so as to prevent surface water erosion.
- C30.3 Protecting Existing Survey Bench Marks, Groundwater Monitoring Wells, etc.
 - C30.3.1 The Contractor is responsible for ensuring that existing survey bench marks, gas monitors and groundwater monitoring wells are not damaged during day-to-day operations at each Landfill Site.
 - C30.3.2 Damage resulting from operator actions shall be repaired immediately at the Contractors expense.

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- C30.4 Specific infrastructure and maintenance required for either Campbell Mountain Sanitary Landfill or Oliver Sanitary Landfill are included respectfully in either PART D or PART E Work Specifications.

C31 CLOSURE WORKS

- C31.1 Final cover shall be constructed periodically on landfill surfaces to complete closure activities. The application of final cover is not part of the Contractors Work Specifications.
- C31.2 The Contractor will be provided with an opportunity to bid on the work or to act as a sub-contractor to others when final cover is applied through closure works.
- C31.3 The Contractor shall be prepared to co-operate with Other Contractors responsible for the closure works.

C32 SALVAGING

- C32.1 In general, all materials deposited at the Landfill Sites are the property of the Regional District. Salvaging operations shall be permitted only through agreements made with the Regional District prior to any salvage activities.
- C32.2 The Contractor shall be responsible for enforcing this restriction and is strictly prohibited from salvage by themselves, their employees or others.
- C32.3 The Regional District will contract separately and outside of this Contract for Salvaging of Recyclable Materials at Landfill Sites.
- C32.4 The removal of top soil, Cover Material, sand, gravel or related material from the Landfill Site is strictly prohibited and shall be permitted only through agreements made with the Regional District.
- C32.5 Any unsanctioned Salvaging or Scavenging activities will constitute theft and will be reported to the authorities.

C33 SECURITY

- C33.1 The Contractor shall ensure the Landfill Site access gate is locked at the end of each Day of Operation, as the Contractor's staff shall be last to leave the Landfill Site.
- C33.2 The Contractor shall ensure the gate is closed at all other times other than those hours designated for public access in Hours of Operation.
- C33.3 The Contractor shall be responsible for securing all the Contractor's equipment and supplies to prevent them from being stolen or vandalized, and for any additional security measures that they may deem necessary to secure the Landfill Site.
- C33.4 The Contractor assumes all risk of loss or damage to Contractors equipment and supplies being stored on or in relation to the Landfill Site.

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PART D: WORK SPECIFICATIONS FOR CAMPBELL MOUNTAIN SANITARY LANDFILL

This PART shall be read with and shall form part of the Contract.

These Work Specifications apply to ONLY Campbell Mountain Sanitary Landfill and are to be read in conjunction with PART C General Work Specifications.

D1 BACKGROUND

- D1.1 CMSL is located on Reservoir Road approximately 4.5 km northeast of Penticton, B.C.
- D1.2 CMSL site has an estimated total area of 59.5 hectares and a landfill footprint of approximately 10 hectares. Landfilling operations at the site began in 1972.
- D1.3 CMSL currently operates under Operational Certificate (OC) 15274 updated January 1, 2015. CMSL is approved for the management of Recyclable Materials and the disposal of Refuse at the Active Face at a maximum rate of 50,000 tonnes per year.
- D1.4 CMSL receives residential, commercial and light industrial Solid Waste from the City of Penticton and all of Areas B, D, E, F, G, Village of Keremeos, Penticton Indian Band, Upper Similkameen Indian Band and Lower Similkameen Indian Band. These areas include the communities of Okanagan Falls, Kaleden, West Bench, Sage Mesa, Husula Highlands, Naramata, Red Wing, Lakeshore Highlands and Heritage Hills.
- D1.5 The tonnage of Solid Waste diverted or buried over the past five years is shown in the following table. Details regarding these numbers are available in the Campbell Mountain Landfill 2020 Annual Report.

Table D-1: Summary of Solid Waste received at CMSL from 2016 to 2020

SOLID WASTE PER YEAR	DIVERTED Recyclable	DIVERTED Operationally Beneficial	BURIED Refuse
2020	26816 tonnes	48920 tonnes	26766 tonnes
2019	24780 tonnes	43187 tonnes	28891 tonnes
2018	19976 tonnes	25270 tonnes	28422 tonnes
2017	23379 tonnes	39208 tonnes	25952 tonnes
2016	18968 tonnes	33054 tonnes	24403 tonnes

- D1.6 The end of this PART D: Work Specifications for Campbell Mountain Sanitary Landfill includes the following for information:
- Figure D-1: Map showing location of Campbell Mountain Sanitary Landfill
 - Figure D-2: March 2021 aerial view of the Landfill Site and current areas of use

D2 HOURS OF OPERATION

D2.1 The current Hours of Operation for access by the public at the Campbell Mountain Sanitary Landfill are presented in the following table.

Table D-2: CMSL Hours of Operation expected for the Contract

Campbell Mountain Sanitary Landfill HOURS OF OPERATION		
Day	Summer Hours March to November	Winter Hours December to February
Mon.	8:30 am - 4:45 pm	8:30 am - 4:45 pm
Tues.	8:30 am - 4:45 pm	8:30 am - 4:45 pm
Wed.	8:30 am - 4:45 pm	8:30 am - 4:45 pm
Thurs.	8:30 am - 4:45 pm	8:30 am - 4:45 pm
Fri.	8:30 am - 4:45 pm	8:30 am - 4:45 pm
Sat.	8:30 am - 4:45 pm	8:30 am - 4:45 pm
Sun	8:30 am - 4:45 pm	Closed

D2.2 The CMSL is open to the public on all Statutory Holidays between February 1 and November 30.

D2.3 The CMSL is only closed to the public on the Statutory Holidays of Christmas Day (December 25), Boxing Day (December 26) and New Year's Day (January 1).

D2.4 The Contractor shall be in attendance at the CMSL to receive and process Refuse from Curbside Program haulers on all Statutory Holidays which occur Monday through Saturday, with the exception of Christmas Day and New Year's Day.

D3 EQUIPMENT

D3.1 The Contractor shall supply, license and safely operate, any Equipment necessary to maintain the Landfill Site in full compliance with these Tender Documents and meet all applicable regulatory and performance requirements.

D3.1.1 One (1) steel wheeled landfill compactor weighing at least 30,000 kg, originally designed and built specifically for compaction at sanitary landfill sites

- a. It is to be used for the spreading and compacting of Refuse materials to achieve specified compaction densities.
- b. All compactor unit wheels must be new (meeting manufacturer's specifications) at the commencement of the Contract term.

D3.1.2 One (1) rubber tire loader, weighing at least 18,000 kg (CAT 950GC or larger).

D3.1.3 The compaction unit and the loader are considered to be essential equipment items and must not be older than five (5) years at the commencement of the

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Contract term and must have less than 5,000 operating hours (since new or since OEM certified full rebuild).

- D3.1.4 One articulated six wheel drive rock truck with minimum 25 tonne payload (CAT 725 or equivalent).
- D3.1.5 One (1) suitably sized minimum 5,000 litre capacity water truck equipped with back-flow prevention, a pump and watering bar, and 50 metres of fire hose provided with fittings compatible with those of local fire departments. The truck pump must be able to spray a sustained stream of 400 Litres/minute at 100 PSI at the nozzle for fire fighting purposes.
- D3.1.6 One (1) water storage tank, with 8,000 litre minimum capacity and fittings compatible to that of the water truck and the local fire department.
- D3.1.7 One (1) portable Husky folding tank for fire fighting purposes, with storage capacity of 15,000 litres.
- D3.1.8 One (1) 20,000 kg or larger excavator with a minimum capability of loading a standard walking floor trailer. Excavator must be equipped with a hydraulic thumb and be supplied with interchangeable digging and clean out buckets (minimum CAT 320GC or equivalent).
- D3.1.9 Three (3) suitably sized roll-off bins in good condition meeting the small vehicle transfer station (SVTS) sizing regarding height and length.
- D3.1.10 One (1) suitably sized roll-off vehicle capable of transporting the roll-off bins with Refuse materials collected from the SVTS to the Active Face.
- D3.1.11 A 150 horsepower motor grader available on standby (one day notice)

D4 LANDFILLING METHOD

- D4.1 CMSL shall be constructed systematically in appropriately sized Lifts using the Ramp Method as detailed in PART C General Work Specifications.
- D4.2 Lifts shall be 3 metres high.
- D4.3 The Operational Certificate requires that all Refuse deposited must, at the conclusion of each Day of Operation, be covered with Cover Material or Alternate Daily Cover (ADC).

D5 OPERATIONS AT ACTIVE FACE

- D5.1 The Contractor shall maintain a minimum of two (2) employees actively engaged in conducting the Work at the Active Face during all Hours of Operation at the Landfill Site.
- D5.2 The CMSL Active Face should be maintained as tight as possible but shall not ever exceed 400 square metres at any time, except when starting a new Lift.
- D5.3 Actual dimensions of the Active Face will be based upon Refuse volumes received, type of equipment and dimensions of Alternative Daily Cover. Prior to beginning Lifts in a new area, the Contractor and the Regional District will determine a suitable Active Face size.
- D5.4 The tipping pad at the Active Face shall be maintained such that it will make available sufficient room and a flat stable platform to safely unload three (3) large trucks at a time.
- D5.5 The maximum width of the Active Face shall be maintained at 20 metres.

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- D5.6 The Contractor shall immediately notify the Regional District Scale Attendants at CMSL of all loads deposited in at the Active Face that contain Recyclable Materials or Contaminants in order that appropriate deterrent penalties may be applied.
- D5.6.1 After reporting the violations, the Contractor must await Regional District staff presence to obtain pictures, or
- D5.6.2 In the absence of a Regional District inspector, the Contractor must obtain a minimum of two pictures to capture images from the different sides of the deposited load on a Regional District provided camera. License plate numbers and load details shall be relayed to the Scale Attendant.
- D5.6.3 After notification and photographs are taken, if the Recyclable Materials or Contaminants can easily be removed, the Contractor shall relocate the Recyclable Material or Contaminants from the inappropriate area to the proper designated area.
- D5.6.4 The Contractor is responsible for cost to replace the Regional District provided camera if damaged or lost due to Contractors actions.

D6 DAILY AND INTERMEDIATE COVER MATERIAL

- D6.1 For CMSL, with a typical Active Face of 20 metres in width and 15 metres in length, an advance of roughly 2.5 metres is anticipated per day for the Lift. The volume of soil for this top deck of the Lift is estimated at 15 cubic metres.

D7 ALTERNATIVE DAILY COVER (ADC)

- D7.1 It is recommended that the Contractor use the Revelstoke Iron Grizzly Alternate Daily Cover (RIG ADC) steel-plate to cover the Active Face after a Day of Operation or as specified by the Regional District. The plates are owned by the Regional District.
- D7.2 The ADC will extend the available life of the Landfill Site by reducing the total airspace used each year from using less Cover Material.
- D7.3 The plate dimensions are 32 feet wide by 8 feet tall (9.75 metres x 2.44 metres)
- D7.4 The Active Face is to be covered with the RIG ADC system, as follows:
- D7.4.1 Maintain Active Face at appropriate geometry throughout the day, i.e. 20 metre wide, 15.3 metre long at CMSL, at 5H:1V slope.
- D7.4.2 Maintain a constraint log on the outside edge of Active Face at all times.
- D7.4.3 At end of the Day of Operation, smooth and thoroughly compact the Active Face to a flat surface.
- D7.4.4 No Landfill Site users shall be at the Active Face when RIG ADC is being deployed.
- D7.4.5 No Landfill Site personnel to be within 25 metres of the Active Face when RIG ADC system is being deployed.
- D7.4.6 Deploy each of the RIG ADC plates with loader, one plate at a time, starting from top of Active Face.
- D7.4.7 Do not deploy RIG ADC system in strong wind conditions, use soil Cover Material instead.

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- D7.4.8 Carefully place subsequent plates against the previously placed plate to eliminate gaps through which vectors, such as birds, could access garbage. Gently lift and nudge plates into required position with loader.
- D7.4.9 Sprinkle Cover Materials (soil, shredded wood waste or other designated material) over any exposed Refuse at edges of Active Face.
- D7.5 The Contractor shall maintain the RIG ADC steel plates in good repair.
- D7.6 No additional payments shall be made to the Contractor for placing, removing, purchasing, or maintaining the ADC system.

D8 CHIPPED ORGANIC WINDROW MONITORING

- D8.1 The Regional District shall provide a temperature probe. The Contractor is responsible for measuring and recording temperatures in three locations of each windrow on a weekly basis and providing the report to the Regional District.
- D8.2 Additional Work Specifications on the windrows is included in PART F in the Force Account Rate information.
- D8.3 The Regional District is in the process of developing a comprehensive composting program which may divert all organics away from disposal at the CMSL.
 - D8.3.1 If this occurs, temperature readings by the Contractor would no longer be required.
 - D8.3.2 A meeting between the Regional District and the Contractor will discuss and determine if there is any impact to the annual Base Operation cost.
 - D8.3.3 A change to the Contract will be completed if required.

D9 HOUSEHOLD HAZARDOUS WASTE DEPOT

- D9.1 The Regional District is responsible for the maintenance of the Household Hazardous Waste depot facility.
- D9.2 The Contractor shall remove items that the Regional District staff deem inappropriately disposed of in the depot and relocate the items to the Active Face.

D10 SPECIAL OPERATIONS - SMALL VEHICLE TRANSFER STATION

- D10.1 The Regional District has constructed a Small Vehicle Transfer Station (SVTS) at the CMSL. The purpose of the SVTS is to redirect small private vehicles away from the Active Face to a safer cleaner unloading environment.
- D10.2 Operation of the transfer station shall include:
 - D10.2.1 provision of three (3) suitable roll-off container bins in good condition;
 - D10.2.2 provision of a suitable means of transporting and disposing of the bin contents at the Active Face and then returning the bins to the SVTS;
 - D10.2.3 emptying the bins whenever they become full;
 - D10.2.4 keeping the facility clean at all times;
 - D10.2.5 washing down the pavement area at least once per week (seasonal); and

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D10.2.6 washing out the bins and performing maintenance as required keeping them clean and functional.

D11 SITE UPGRADING / MAINTENANCE

D11.1 Maintenance of Leachate Pond

D11.1.1 The Contractor shall notify the Regional District of any damage observed or caused to the Leachate pond components: well pump, conveyance lines, pond liner, electrical systems, or conduits.

D11.1.2 Damage resulting from the Contractor's actions shall be repaired immediately at the Contractors expense

D11.1.3 Maintenance activities on the Leachate pond will be carried out by others.

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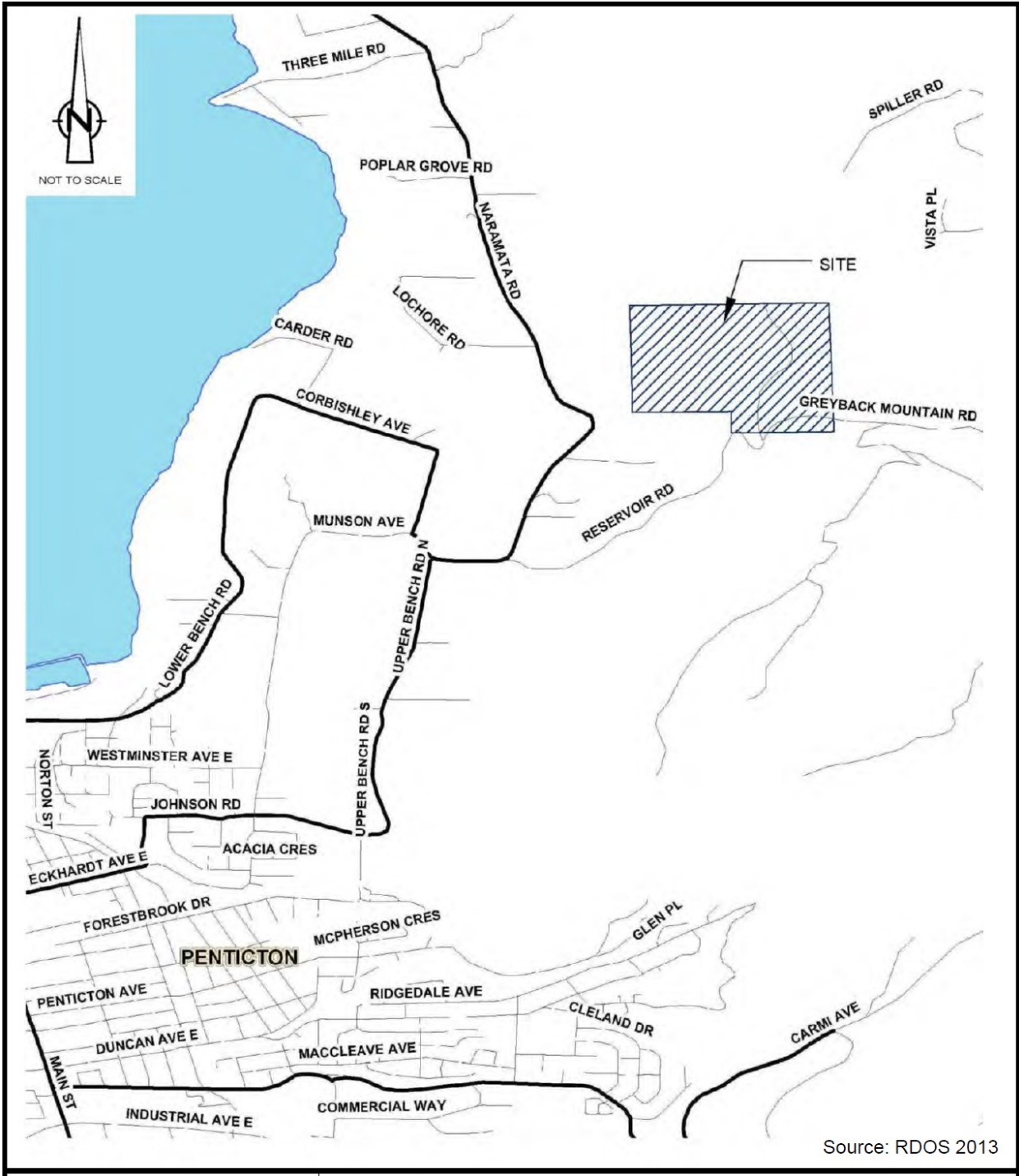


Figure D-1: Map showing location of Campbell Mountain Sanitary Landfill

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Figure D-2: March 2021 aerial view of the landfill and current areas of use

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This PART shall be read with and shall form part of the Contract for the OSL Operations.

These Work Specifications apply to ONLY Oliver Sanitary Landfill and are to be read in conjunction with PART C General Work Specifications.

E1 BACKGROUND

- E1.1 OSL is located at 498 Saddle Ridge Road (formerly Sibco Landfill Road) and is accessed from Black Sage Road approximately six kilometres southeast of the Town of Oliver, B.C.
- E1.2 OSL site has an estimated total area of 13.8 hectares. Landfilling operations commenced in 1979 at the southeast corner of the Landfill Site.
- E1.3 The OSL currently operates under the Operating Certificate No 15280 and accepts residential, commercial and light industrial waste from the Town of Oliver, Regional District Electoral Area C and the Osoyoos Indian Band.
- E1.4 The OSL is approved for the management of Recyclable Materials and the Disposal of Solid Waste and other wastes authorized by the Operating Certificate. The maximum rate for burial at the Active Face is 12,000 tonnes per year.
- E1.5 The tonnage of Solid Waste diverted or buried over the past five years is shown in the following table. Details regarding these numbers are available in the 2020 Oliver Landfill Annual Report in Table 2, beginning on page 10.

Table E-1: Summary of Solid Waste received at the OSL from 2016 to 2020

SOLID WASTE PER YEAR	DIVERTED Recyclable	DIVERTED Operationally Beneficial	DISPOSAL / BURIED Refuse
2020	5672 tonnes	774 tonnes	7356 tonnes
2019	5859 tonnes	1659 tonnes	6715 tonnes
2018	6689 tonnes	2240 tonnes	5979 tonnes
2017	5857 tonnes	1388 tonnes	5743 tonnes
2016	6521 tonnes	2804 tonnes	5677 tonnes

- E1.6 The end of PART E Work Specifications for Oliver Sanitary Landfill includes the following for information:
- Figure E-1: Map showing location of Oliver Sanitary Landfill
 - Figure E-2: March 2021 aerial view of the Landfill Site and current areas of use
 - Figure E-3: Drawing showing proposed composting facility location that is scheduled for construction in 2022.

**PART E: WORK SPECIFICATIONS FOR OLIVER SANITARY LANDFILL
CMSL AND OSL OPERATIONS TENDER**

E2 HOURS OF OPERATION:

E2.1 The current hours for public access at the Oliver Sanitary Landfill are provided in the following table.

Table E-2: OSL Hours of Operation expected for the Contract

Oliver Sanitary Landfill - HOURS OF OPERATION		
Day	Summer Hours March to November	Winter Hours December to February
Mon.	10:00 am – 3:45 pm	12:00 pm – 3:45 pm
Tues.	10:00 am – 3:45 pm	12:00 pm – 3:45 pm
Wed.	10:00 am – 3:45 pm	12:00 pm – 3:45 pm
Thurs.	10:00 am – 3:45 pm	12:00 pm – 3:45 pm
Fri.	10:00 am – 3:45 pm	12:00 pm – 3:45 pm
Sat.	10:00 am – 3:45 pm	10:00 am – 3:45 pm
Sun	Closed	Closed

E2.2 The OSL is closed to the public on Sundays and Statutory Holidays.

E2.3 The Contractor shall be in attendance at the OSL on all Statutory Holidays which occur Monday through Friday to receive and process waste from Curbside Program haulers with the exception of New Year's Day and Christmas Day should they fall on a weekday.

E3 EQUIPMENT

E3.1 The Contractor shall supply, license and safely operate, any equipment necessary to maintain each of the Landfill Sites in full compliance with these Tender Documents and meet all applicable regulatory and performance requirements.

E3.1.1 One (1) steel wheeled landfill compactor weighing at least 30,000 kg originally designed and built specially for compaction at sanitary Landfill Sites.

- a. It will be used for the spreading and compacting of waste materials and capable of achieving specified compaction densities.
- b. All compactor unit wheels must be new (meeting manufacturer's specifications) at the commencement of the contract term.

E3.1.2 One (1) rubber tire loader weighing at least 12,500 kg (CAT 926 or larger).

E3.1.3 The compaction unit and the loader are considered to be essential equipment items and must not be older than five (5) years at the commencement of the Contract term and must have less than 5,000 operating hours (since new or since OEM certified full rebuild).

E3.1.4 One (1) suitably sized minimum 3,000 litre capacity water truck equipped with back-flow prevention, a pump and watering bar and 50 metres of fire hose

**PART E: WORK SPECIFICATIONS FOR OLIVER SANITARY LANDFILL
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provided with fittings compatible with those of local fire departments. The truck pump must be able to spray a sustained stream of 400 litres/minute at 100 PSI at the nozzle for fire fighting purposes.

- E3.1.5 One (1) water storage tank, with 8,000 litre minimum capacity, with fittings compatible to that of the water truck and the local fire department
- E3.1.6 A 150 horsepower Motor grader on standby (one day notice)

E4 LANDFILLING METHOD

- E4.1 OSL shall be constructed systematically in appropriately sized Lifts using the Ramp Method as detailed in PART C General Work Specifications.
- E4.2 Lifts shall be 2 metres high with an approximate 10 metre wide Active Face.
- E4.3 The Operational Certificate requires that all Refuse deposited must, at the conclusion of each Day of Operation, be covered with Cover Material or Alternate Daily Cover (ADC).

E5 OPERATIONS AT ACTIVE FACE

- E5.1 The OSL Active Face should be maintained as tight as possible but shall not exceed 200 square metres at any time, except when starting to develop a new Lift.
- E5.2 Actual dimensions of the Active Face will be based upon Refuse volumes received, type of equipment and dimensions of Alternative Daily Cover. Prior to beginning Lifts in a new area, the Contractor and the Regional District will determine a suitable Active Face size.
- E5.3 The unloading pad at the Active Face shall be maintained such that it will provide sufficient room and a flat stable platform to safely unload two large trucks at a time.
- E5.4 Regional District Scale Attendants are on-site during all public Hours of Operation and monitor the vehicles as they proceed over the scale for potential contaminants in the Refuse or Recyclable Material.
 - E5.4.1 The Contractor is required to provide all inspection functions beyond the scale in the Recyclable Material areas and the Active Face.
 - E5.4.2 The Contractor shall immediately notify the Scale Attendant if a deposited load contains contaminants, such as.
 - a. Loads at the Active Face contain Recyclable Material, or
 - b. Load of Recyclable Material contains Refuse or other contaminants.
 - E5.4.3 The Contractor must obtain a minimum of two pictures to capture images from the different sides of the deposited load on a Regional District provided camera.
 - E5.4.4 License plate numbers and load details shall be relayed to the Scale Attendant in order to apply appropriate deterrent penalties.
 - E5.4.5 After notification and photographs are taken, if the Recyclable Materials or Contaminants can easily be removed, the Contractor shall relocate the Recyclable Material or Contaminants from the inappropriate area to the proper designated area.

**PART E: WORK SPECIFICATIONS FOR OLIVER SANITARY LANDFILL
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- E5.4.6 The Contractor is responsible for cost to replace the Regional District provided camera if damaged or lost due to Contractors actions.

E6 DAILY AND INTERMEDIATE COVER MATERIAL

- E6.1 For OSL the volume of soil consumed daily is estimated at about 5 cubic metres with a typical Active Face of 10 metres in width and 10 metres in length with an advance of roughly 2.5m per day for the Lift.

E7 ALTERNATIVE DAILY COVER (ADC)

- E7.1 The Regional District does not own ADC equipment for the OSL and therefore the use of an ADC system shall not be included in the Base Operation costs.
- E7.2 It is recommended that the Contractor propose an ADC as an alternative to the Contract using Statement V in PART H for consideration.
- E7.2.1 ADC system will reduce the demand for Daily Cover and will extend the available life of the Landfill Site by reducing the total airspace used each year from using less Cover Material.
- E7.2.2 Reusable ADC in the form of heavy strips of conveyor belts chained together are currently used at the OSL and are owned by the current operator.
- E7.2.3 The following criteria for any proposed reusable ADC system will include:
- a. Maintain constraints preventing spillage of Refuse on outside edge of Active Face at all times.
 - b. Development of procedures for deployment and removal of ADC, including provisions for high winds and Landfill Site safety requirements.
- E7.2.4 The Contractor shall maintain an approved ADC system in good repair.

E8 OPERATION OF THE COMPOSTING SITE AT OLIVER LANDFILL

- E8.1 The Regional District is in the final process of designing a composting operation at the Oliver Sanitary Landfill which will accept yard waste and residential food waste. The compost site is being constructed to manage the large quantities of organics received at the Landfill Site and is expected to become operational at the beginning of the Contract.
- E8.2 The composting site aims to produce and sell class "A" compost which will meet both OMRI and OMRR requirements for compost classification.
- E8.3 The Contractor will be responsible for managing the day to day operations of the compost operation.
- E8.4 Operation of the facility shall include:
- E8.4.1 Properly storing organics as they arrive on site.
- a. Putrescible materials such as food waste will be entombed in yard waste and other organics when they arrive on site, which will act as a biofilter to minimize odors as the organics start to breakdown.
- E8.4.2 Gore Cover Composting

**PART E: WORK SPECIFICATIONS FOR OLIVER SANITARY LANDFILL
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- a. Once putrescible materials have undergone their primary decomposition, which is expected to take 4 – 6 weeks, Composting can commence.
- b. After the primary decomposition is complete and a large enough feed stock has been stockpiled, the material shall be mixed, placed into the first composting bay, and covered with a Gore Cover for 4-6 weeks.
- c. After the 4-6 week primary composting period the operator will remove the gore covers, mix the feed stock again, and transfer the feed stock to the second composting bay. The feed stock will be covered with a Gore Cover and be left to compost for 4-6 weeks.
- d. After the secondary composting process is complete the gore cover will be removed, and the feed stock will be moved to the final uncovered bay to complete its final curing.
- e. Cured compost will then be stockpiled for final screening and sales.

E8.4.3 Monitoring Windrows

- a. Windrows will need to be monitored for temperature to protect against spontaneous combustion. Temperatures shall be measured and recorded every 2-3 days. Temperatures shall be measured at multiple points in each windrow to insure a representative temperature is recorded.
- b. In order to meet the requirements for OMRR and OMRI composting, the temperature within the windrows must exceed 55°C for any 15 days in the composting process. The days do not need to be consecutive, and the target temperature will be more difficult to reach after each successive turning event. It is recommended that the Contractor attempt to achieve these temperatures early in the windrowing process.
- c. Once the compost period is complete and the required temperatures have been achieved, 7 representative samples for each 1000 tonnes of finished material produced by the windrows will be obtained and tested by the Regional District.

**PART E: WORK SPECIFICATIONS FOR OLIVER SANITARY LANDFILL
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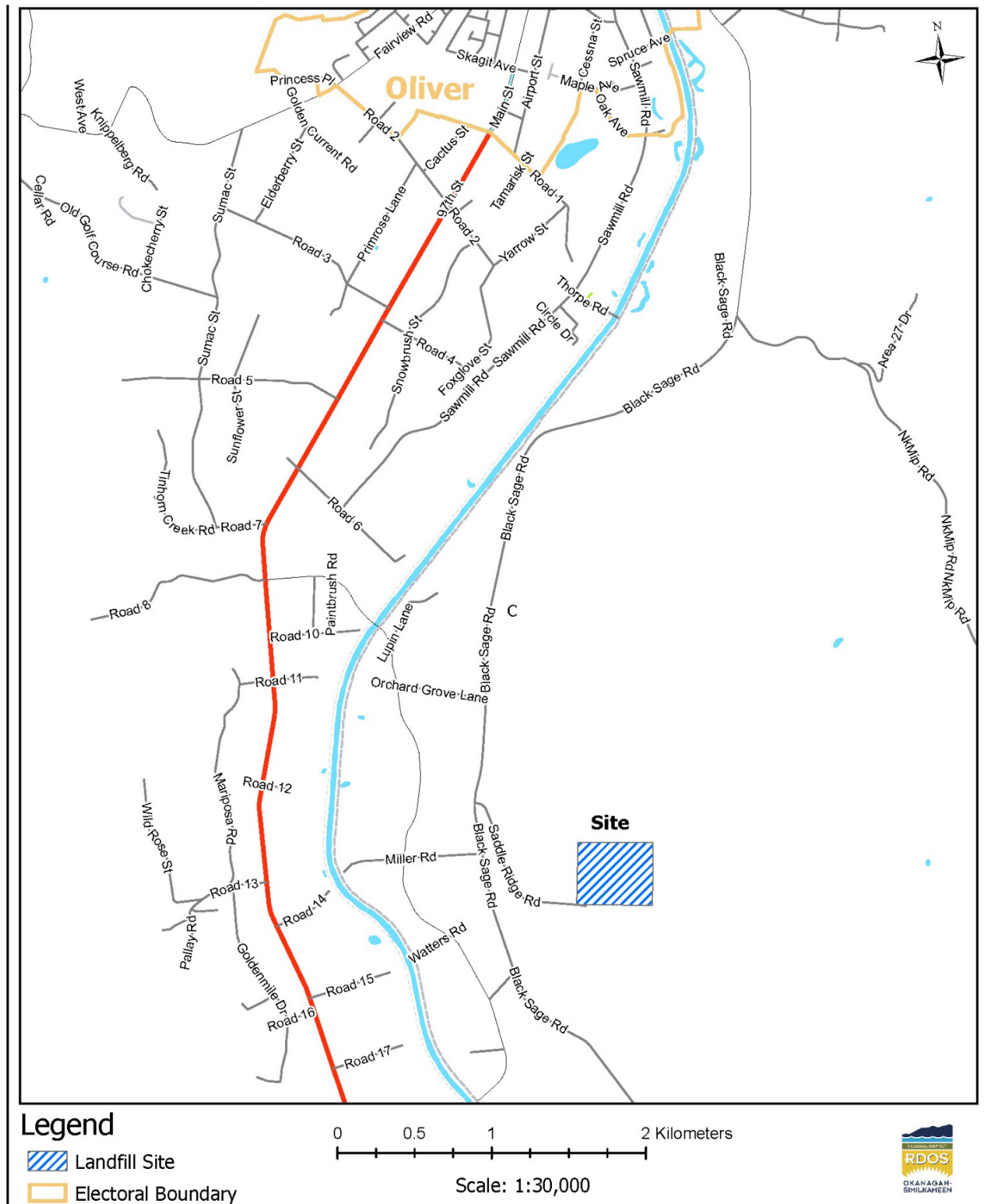


Figure E-1: Map showing location of Oliver Sanitary Landfill

**PART E: WORK SPECIFICATIONS FOR OLIVER SANITARY LANDFILL
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Figure E-2: March 2021 aerial view of the Landfill Site and current areas of use

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PART F:WORK SPECIFICATIONS FOR UNIT RATES AND FORCE ACCOUNT RATES

This PART shall be read with and shall form part of the Contract.

The Force Account Rates or Unit Rates apply to Work Requirements at the Campbell Mountain Sanitary Landfill and/or Oliver Sanitary Landfill that are not part of the Base Operation cost as detailed in PART C, Part D or Part E of these Tender Documents.

The Contractor shall include Unit Rates in Part H, Schedule 4 and Force Account Rates in PART H, Schedule 5 as part of the submitted Tender.

New or changed tasks not included in the Base Operations or listed in the Work Specifications below will be paid at either Force Account Rates or Unit Rates, as mutually agreed upon by the Regional District and the Contractor.

F1 PURCHASE OF HOURS BY THE PUBLIC

- F1.1 Hours of Access to all Landfill Sites may be purchased upon arrangement with the Regional District. The Regional District shall invoice the purchaser of the additional hours for the Regional District and Contractor Hours.
- F1.2 The Contractor will be paid for providing service during purchase of hours by the public at the hourly rate set out in PART H, Schedule 4: Hours of Operation Unit Rates.
- F1.3 The Contractor will invoice the Regional District at the end of every month for all Extra Hours Access incurred during that month

F2 RECYCLING OPERATIONS

- F2.1 The Contractor shall cooperate with the Regional District in fulfillment of the obligations under its authorized recycling programs and be paid at the rates set out in PART H, Schedule 5 Force Account Rates.
- F2.2 The Contractor may be requested by the Regional District to load for transport different recyclable materials stockpiled at each Landfill Site.
 - F2.2.1 Force Account Rates do not apply to gypsum and asphalt shingles as these are part of the Base Operations.
- F2.3 The Contractor may be requested to grade and clean-up the stockpile area for the metal recycle area after the metal is removed by others.
- F2.4 The Contractor may be requested to complete the initial 10 centimeter layer of chipped material for the wood grinding contractor after chipping of organics is completed.

F3 ACCESS ROAD CONSTRUCTION

- F3.1 All design and construction of new roads, regardless of temporary or permanent nature or size, shall be provided by or pre-approved by the Regional District.

**PART F: WORK SPECIFICATINS FOR UNIT RATES AND FORCE ACCOUNT RATES
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- F3.2 Temporary road design shall be based on the service life of the road and the amount of traffic anticipated using the road.
- F3.3 As required, from time to time, the Regional District shall contract the construction of 10 metre wide all-weather roads for vehicle movement from the main entrance road to the top edge of operating Lifts to the Contractor by Force Account Rates or to others.
- F3.3.1 Grades will be no steeper than 8%. Roads shall include a V shaped ditch at least 750 mm deep on inside shoulder for surface water drainage.
- F3.4 From time to time, the Contractor may be requested to construct single lane maintenance roads using Force Account Rates. These roads shall have a 5 m wide travel surface and a V shaped ditch.
- F3.4.1 Grades shall be no steeper than 8% unless indicated otherwise on fill plan drawings.

F4 WINDROW TURNING AT CMSL

- F4.1 At Campbell Mountain Sanitary Landfill, the Regional District completes rudimentary organic processing on the chipped material while it is stored before being used onsite for erosion control or aesthetic purposes.
- F4.2 Chipped wood and yard waste windrows will be formed by the Contractor after chipping events as the quantity available typically exceeds the available uses.
- F4.3 Monitoring of the windrows using a supplied temperature probe is considered part of the Base Operation cost of the CMSL Work Specifications in PART D.
- F4.4 The Windrows require periodic turning to increase porosity, decrease potential for spontaneous combustion, redistribute material to enhance process uniformity and break clumps to improve product consistency.
- F4.5 Each windrow shall be turned as necessary, to maintain optimum oxygen, moisture, temperature (maximum 70°C).
- F4.6 Windrow forming and turning shall be paid for at Force Account Rates.

F5 COMPOST SALES AT OSL

- F5.1 Once the composting process is complete the Contractor will work with the Regional District to load the compost during selling events at Force Account Rates.

F6 FIRE RESPONSE

- F6.1 Force Account Rate shall apply to fire response.
- F6.2 The Contractor shall be responsible for initial containment and extinguishment of small fires within the landfill property.
- F6.3 In the event of a fire occurring that cannot be easily managed by on-site resources, the Contractor shall immediately contact the local Fire Department for support.
- F6.4 Prior to the arrival of the Fire Department, the Contractor shall attempt to extinguish or contain the fire, if it is safe to do so (i.e. never work alone).

**PART F: WORK SPECIFICATINS FOR UNIT RATES AND FORCE ACCOUNT RATES
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- F6.5 The City of Penticton Fire Dept. and Oliver Fire Dept. will have primary responsibility for fire control of major fires.
- F6.6 In all cases where there is a fire on the Landfill Site, the Contractor shall make their equipment available for fire fighting purposes at Force Account Rates.
- F6.7 The Contractor shall operate his equipment as directed by the Regional District or Fire Department to control and extinguish the fire. Support may be required on a 24 hour basis around the clock.
- F6.8 The Contractor shall construct and maintain fireguards of mineral soil or other approved materials in accordance with Regulations from the Provincial government.
- F6.9 Any inert soil required to smother out fires or to restore the surface of the Landfill Site to grade where subsidence was experienced due to a fire shall be transported, placed and compacted by the Contractor.
- F6.10 The Contractor shall be fully responsible for the full cost of fighting any fire that is caused by the Contractor's negligence. This would include fire initiation from hot work such as welding, fires initiated by careless burning and fires initiated during poor execution of a controlled burn.
- F6.11 The Contractor shall be reimbursed on a Force Account basis for supporting fire fighting efforts of fires not initiated by the Contractor's negligence. Such fires would include fires initiated by hot loads, by reactive substances, by spontaneous combustion, by lightning strikes, by careless activities of other haulers, for example.

F7 EMERGENCY RESPONSE

- F7.1 The Contractor or his appointed Supervisor shall respond to any emergencies at a landfill site, including but are not limited to break-ins, floods, fires, etc.
- F7.2 The Contractor shall be prepared to man any on-site equipment and to provide labour as required by the Regional District.
- F7.3 The Contractor shall be reimbursed for the equipment and labour at Force Account Rates.

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PART G: PAYMENT, CONTRACT CHANGES AND QUALITY CONTROL

This PART shall be read with and shall form part of the Contract.

G1 PAYMENT FOR LANDFILL OPERATIONS

- G1.1 A monthly payment shall be the primary basis for compensation for the Day of Operation at the Landfill Site and all other duties required of the Contractor. The monthly payment shall consist of 1/12 of the annual Base Operation cost plus any Force Account Rate Work approved during the previous one month period.
- G1.2 The annual compensation provided to the Contractor for Base Operations will be as per the amount set out in PART H, Schedule 1 for CMSL, Schedule 2 for OSL or Schedule 3 for CMSL and OSL.
- G1.3 The Contractor shall submit monthly progress payments to the Manager for payment within two weeks of the end of the said month in a format agreed upon by the Manager.
- G1.4 The Manager will confirm the performance of the Work Specifications and verify all Force Account Rate Work completed within that month.
- G1.5 The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract.

G2 HOURS OF OPERATION MODIFICATION

- G2.1 To improve services, at some time during the duration of this Contract the Regional District reserves the right to alter the Hours of Operation presented in PARTS D and E for CMSL and OSL respectfully.
- G2.2 In such case, the Landfill Site and all associated areas shall be open to the public during revised Hours of Operation requested by the Regional District.
- G2.3 If a change in hours of operations is required by the Regional District, the Contractor shall be reimbursed or deducted for this change in the Base Operation cost using the Hours of Operation Unit Rates listed in Schedule 4 of PART H.

G3 ANNUAL CHANGES TO THE CONTRACT COST

- G3.1 The annual compensation provided to the Contractor for Base Operations for the first year of the Contract will be as per the amount set out in PART H, Schedule 1 for CMSL or Schedule 2 for OSL or Schedule 3 for CMSL and OSL.
- G3.2 The hourly rate paid to the Contractor in Unit Rates or Force Account Rates for the first year of the Contract will be as per the amounts set out in PART H, Schedule 4 for Unit Rates and Schedule 5 for Force Account Rates.
- G3.3 Annual increases will be made to the Schedules in the Contract on the anniversary of the Contract using the BC Transportation Consumer Price Index with the following criteria:
 - G3.3.1 If the percentage change is negative, a one percent (1%) increase shall be added to all of the costs presented in the Schedules of PART H.

**PART G: PAYMENT, CONTRACT CHANGES AND QUALITY CONTROL
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- G3.3.2 If the percentage is positive, a maximum of three percent (3%) increase will be added to all of the costs presented in the Schedules of PART H.

G4 CHANGES IN THE WORK

- G4.1 The Regional District may order changes in the Work through additions, deletions, modifications or variations without invalidating the Contract.
- G4.2 The value of any changes shall be based on the Force Account Rates or Unit Rates as agreed upon by the Contractor and the Regional District.
- G4.3 When any Work is being done as per Force Account Rates, the Contractor shall submit to the Manager daily, an account for Work done on the preceding day.
- G4.3.1 The account shall include the man hours, equipment hours and materials used.
- G4.3.2 The Manager shall, each day, check the account, and if it is numerically correct, they shall sign the account of the Work and return a signed copy to the Contractor.
- G4.4 If there is a change in the Work not covered by the Force Account Rates, the value of such a change shall be determined either by an agreed rate or a lump sum between the Regional District and the Contractor prior to the new Work being completed.
- G4.5 If the Contractor claims that any instruction by drawings, or otherwise, involves extra costs under this Contract, the Contractor shall give the Regional District written notice thereof immediately, and the Contractor shall then follow the Regional District's instruction regarding doing the Work in question. No such claim shall be valid unless so made. If the Contractor's claim is approved it shall be paid.

G5 QUALITY CONTROL - COMPACTION DENSITY RANDOM TESTING

- G5.1 To ensure that the life of the Landfill Site is maximized and to determine compliance with compaction specifications, the Regional District will conduct random tests, to ensure the in-place compaction density is being achieved.
- G5.2 To carry out a random density test, the Manager shall select the test site. The testing procedure will be as follows:
- G5.2.1 The vehicle that is to receive Refuse material from the test site shall be weighed empty. The Contractor and the Manager shall agree on the weight of the vehicle.
- G5.2.2 The Manager shall select a finished area of compacted Refuse. Compacted Refuse may be excavated from a previously covered area provided Cover Material is first removed prior to excavating Refuse.
- G5.2.3 A hole measuring approximately 3 metres wide by 3 metres long by 2 metres deep shall be dug with the compacted Refuse from the excavation deposited directly into the vehicle.
- G5.2.4 The Manager shall determine, by the direct measurement of average dimensions, the volume of the hole.
- G5.2.5 Weight of the excavated material shall be the loaded weight of the truck minus the empty weight of the truck.

**PART G: PAYMENT, CONTRACT CHANGES AND QUALITY CONTROL
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- G5.2.6 The density of material shall be the weight of the excavated material divided by the volume of the hole.
- G5.2.7 Should the selected test site indicate substandard compaction, an additional two test sites will be selected. The results shall be averaged to indicate compaction achieved.
- G5.2.8 Where a density of less than 700 kg/m³ is consistently calculated, liquidated damages shall be calculated as per the further section regarding Liquidated Damages.
- G5.3 The Contractor shall provide all equipment, materials and labour necessary to carry out every compaction test at the Landfill site.

G6 QUALITY CONTROL - VOLUME OF AIRSPACE CONSUMED

- G6.1 A survey will be conducted annually to establish the volume of air space consumed and in-situ compaction density attained. The Contractor is responsible for achieving the optimum use of airspace by properly compacting incoming waste and using the specified amount of Cover Material.
- G6.2 The density tests will be based on an annual drone survey paid directly by the Regional District. Tests will be conducted at the Regional District's discretion.
- G6.3 The drone survey will be analyzed to determine the air space consumed during the period between surveys.
- G6.3.1 Total airspace used will be determined from the drone survey results.
- G6.3.2 Total volume of Cover Material will be determined from the logged daily information from the Contractor on Cover Materials placed. This volume will be subtracted from the total airspace to get the air space consumed by Refuse.
- G6.3.3 The compaction density will then be determined as the ratio between the tonnage of Refuse tipped at the Active Face and the net volume of air space consumed by Refuse.
- G6.4 The minimum acceptable compaction density is 700 kilograms per cubic metre. If the Contractor fails to achieve 700 Kg/m³ Refuse density, the Contractor must increase the compaction effort by spreading waste in thinner Lifts and/or undertaking more passes with the Compactor on top of each Lift.
- G6.5 If the Contractor fails to achieve specified compaction, the Regional District will initiate the drone surveys on a quarterly basis until such a time that the Contractor meets or exceeds compaction specifications.
- G6.6 The cost of the additional drone surveys shall be charged back to the Contractor and taken off the Progress Payments.
- G6.7 If after three drone surveys the Contractor is not meeting specifications, Liquidated Damages shall be calculated as per method below.

G7 PAYMENT WITHHELD

**PART G: PAYMENT, CONTRACT CHANGES AND QUALITY CONTROL
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- G7.1 If the Contractor is not completing the Work to the satisfaction of the Regional District Manager or in accordance with the specifications, partial monthly progress payments may be levied against the Contractor by the Manager.
- G7.2 The Regional District may withhold or nullify the whole or part of any monthly payment to the extent necessary to protect from loss on account of one (1) or more of the following:
- G7.2.1 That the Contractor is not performing the Work satisfactorily.
 - G7.2.2 That defective Work is not being remedied.
 - G7.2.3 That there are affidavits (or an affidavit) or claim of lien, or liens (or a lien) filed against the lands and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) or claim of lien or of filing or registration of liens (or a lien).
 - G7.2.4 That the Contractor is failing to make prompt payments caused by the Contractor to anyone employed on the Landfill Site or in connection with the Work.
 - G7.2.5 That there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the Landfill Site or in connection with the Work.
- G7.3 Where Subcontractors are not receiving prompt payment, the Regional District may make payment to such Sub-Contractors directly and deduct the amount of such payments from amounts otherwise due to the Contractor.
- G7.4 Deductions from progress payments may be in the form of:
- G7.4.1 Reductions in payment to cover the additional inspection costs and drone surveys if the Contractor fails the compaction density testing;
 - G7.4.2 Adjustments in the Unit Rates or lump sum payments; or
 - G7.4.3 Reductions in payment to cover the costs of Work completed by Regional District staff or by Other Contractors who may be retained to effect changes or corrections to improperly completed Work.

G8 LIQUIDATED DAMAGES

- G8.1 The Liquidated Damages incurred by the Contractor for failure to consistently attain a compaction density of 700 kilograms per cubic metre or greater shall be as shown on the following 'Liquidated Damages Schedule'.

Table G-1: Liquidated Damages Schedule for Work Consistently under 700 kg/m³

Kilograms / Cubic metre	Percentage Reduction in Payment
700 kg/m ³ and above	0 %
650 to 700 kg/m ³	5 %
600 to 650 kg/m ³	10 %
550 to 600 kg/m ³	15 %
550 kg/m ³ and below	25 %

**PART G: PAYMENT, CONTRACT CHANGES AND QUALITY CONTROL
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- G8.2 These liquidated damages reflect the value of the lost capacity of each Landfill Site due to the substandard compaction. The percentage reduction in payments shall be applied to all payments paid to the Contractor for Work done in the area of substandard compaction.
- G8.3 The percentage reduction shall be multiplied by the appropriate daily rate (determined by dividing the average yearly rate by twelve times the number of days the Landfill Site in question is open) as shown below and the resulting figure shall be multiplied by the associated number of days that the substandard compaction is observed.
- G8.4 The resulting total dollar amount shall be deducted from monies due to the Contractor until the substandard compaction is proven to be corrected.

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TENDER FORM

**INVITATION TO TENDER
CAMPBELL MOUNTAIN SANITARY LANDFILL AND/OR OLIVER SANITARY LANDFILL OPERATIONS
CONTRACTS**

CLOSING DATE AND TIME: **September 21, 2021 at 2:00 PM Local time**

To be responsible for the direction and control of deposition of Refuse in one or both of the Landfill Sites and supply all equipment, labour and materials for the consolidation of Refuse into individual Cells and Lifts, spreading and compaction of the Refuse and the excavation, hauling and placement of Cover Material, and Landfill Site maintenance to meet all of the Work Specifications and Contract Conditions. The Term of the proposed Contract is from June 1, 2022 to May 31, 2027.

Authorization for Tender Submission

I/we hereby certify that the prices and other information contained in this Tender are correct, and that the signature(s) below is that of duly authorized person(s) having the power necessary to make such a Tender.

It is hereby agreed that once the Tenders for this contract have been opened, this Tender and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of ninety (90) calendar days after the opening of Tenders for this Contract, whichever shall first occur.

Name of Company/Firm: _____

Address: _____

Telephone Number: _____

Name of Signatory (Printed): _____

Authorized Signature: _____

Name of Signatory (Printed): _____

Authorized Signature: _____

Date: _____

**PART H: SCHEDULES AND STATEMENTS
CMSL AND OSL OPERATIONS TENDER**

OPTION SUBMITTED FOR TENDER

Tenderers may submit an offer for operations of one landfill or for both landfills.

Please indicate on the box below, what OPTION this Tender is submitted for:

OPTION 1 Campbell Mountain Sanitary Landfill Operations ONLY(CMSL)	
OPTION 2 Oliver Sanitary Landfill Operations ONLY(OSL)	
OPTION 3 BOTH CMSL and OSL Operations ONLY	
OPTION 4 BOTH CMSL and OSL or ONLY one of CMSL or OSL	

Complete the appropriate sections of the following Schedules and Statements based on what OPTION the Tender is being prepared for.

PART H SCHEDULES AND STATEMENTS	OPTION 1 CMSL ONLY	OPTION 2 OSL ONLY	OPTION 3 BOTH ONLY	OPTION 4 BOTH or EITHER
Schedule 1	Column (A) or (B)	Not applicable	Not applicable	Column (A) or (B)
Schedule 2	Not applicable	Column (A) or (B)	Not applicable	Column (A) or (B)
Schedule 3	Not applicable	Not applicable	Column (A) or (B)	Column (A) or (B)
Schedule 4	Table S4-1	Table S4-2	Table S4-3	Table S4-1 Table S4-2 Table S4-3
Schedule 5	Table S5-1A Table S5-1B	Table S5-2A Table S5-2B	Table S5-3A Table S5-3B Table S5-3C Table S5-3D	Table S5-1A Table S5-1B Table S5-2A Table S5-2B Table S5-3A Table S5-3B Table S5-3C Table S5-3D
Statement I, II, III, IV and V	All	All	All	All

If submitting under OPTION 3, the Tender will be evaluated for the scenario of operating BOTH landfills only. The Regional District will not consider the submitted Tender amounts on Schedule 3 individually.

If submitting under OPTION 4, the Tender will be evaluated for the scenario of operating BOTH landfills using Schedule 3 AND will also be evaluated for each Landfill Site independently using the submitted Schedule 1 and/or Schedule 2.

SCHEDULE 1: ANNUAL FLAT RATE FOR BASE OPERATIONS AT CMSL ONLY

- A. The annual flat rate for Base Operations will include all the Tenderer's costs for providing the required administration, equipment, personnel, insurance, etc. to operate the Campbell Mountain Sanitary Landfill as identified in the Work Specifications of PART C and PART D for one calendar year.
- B. The Base Operation rate provided in the table below shall be for the first year of the Contract from June 1, 2022 until May 31, 2023
- C. Base Operations calculated by the Tenderer at CMSL shall include:
- All requirements set out in PART B Contract Conditions
 - All requirements set out in PART C General Work Specifications
 - All requirements set out in PART D Work Specifications for Campbell Mountain Sanitary Landfill
- D. The Total Cost of Award to the Regional District shall include the sum of:
- The annual flat rate for Base Operations at CMSL offered by the Tenderer
 - One Time Contract Preparation Cost to Regional District
 - Contract Administrative Cost to Regional District
 - Compliance Administrative Costs to Regional District
- E. Schedule 1 does not include the tasks detailed in PART F Work Specifications for Unit Rates and Force Account Rates.
- F. Tenderers should only fill in the appropriate section of the following table. Private Firms shall put their offer in Column (A) and the Regional District Selling Team shall put their offer in Column (B).

OPTION 1 Item	Column (A) Contractor PRIVATE FIRM	Column (B) Contractor RDOS STAFF
Annual flat rate for Base Operations at CMSL offered by the Tenderer	\$	\$
Contract Preparation Cost (PART A, A22.4, Table A-3)	\$ 808.02	\$ 0.00
Contract Administrative Cost (PART A, A23.4, Table A-5)	\$ 15,485.27	\$ 10,215.91
Compliance Administrative Cost (PART A, A24.3, Table A-7)	\$ 0.00	\$ 968.93
TOTAL COST of Award to the Regional District for CMSL (sum of the above four entries)	\$	\$

TOTAL COST of Award to Regional District (in words) - CAMPBELL MOUNTAIN SANITARY LANDFILL:

SCHEDULE 2: ANNUAL FLAT RATE FOR BASE OPERATIONS AT OSL ONLY

- A. The flat rate for Base Operations will include all the Tenderer's costs for providing the required administration, equipment, personnel, insurance, etc. to operate the Oliver Sanitary Landfill as identified in the Work Specifications of PART C and PART E for one calendar year.
- B. The Base Operation rate provided in the table below shall be for the first year of the Contract from June 1, 2022 until May 31, 2023
- C. Base Operations calculated by the Tenderer at OSL shall include:
- All requirements set out in PART B Contract Conditions
 - All requirements set out in PART C General Work Specifications
 - All requirements set out in PART E Work Specifications for Oliver Sanitary Landfill
- D. The Total Cost of Award to the Regional District shall include the sum of:
- The annual flat rate for Base Operations at OSL offered by the Tenderer
 - One Time Contract Preparation Cost to the Regional District
 - Contract Administrative Cost to the Regional District
 - Compliance Administrative Costs to the Regional District
- E. Schedule 2 does not include the tasks included in PART F Work Specifications for Unit Rates and Force Account Rates.
- F. Tenderers should only fill in the appropriate section of the following table. Private Firms shall put their offer in Column (A) and the Regional District Selling Team shall put their offer in Column (B).

OPTION 2 Item	Column (A) Contractor PRIVATE FIRM	Column (B) Contractor RDOS STAFF
Annual flat rate for Base Operations at OSL offered by the Tenderer	\$	\$
Contract Preparation Cost (PART A, A22.4, Table A-4)	\$ 649.70	\$ 0.00
Contract Administrative Cost (PART A, A23.7, Table A-6)	\$ 12,690.36	\$ 8,818.44
Compliance Administrative Cost (PART A, A24.4, Table A-8)	\$ 0.00	\$ 739.40
TOTAL COST of Award to the Regional District for OSL (sum of the above four entries)	\$	\$

TOTAL COST of Award to Regional District (in words) – OLIVER SANITARY LANDFILL:

SCHEDULE 3: ANNUAL FLAT RATE FOR BASE OPERATIONS AT CMSL AND OSL

- A. The flat rate for Base Operations will include all the Contractor costs for providing the required administration, equipment, personnel, insurance, etc. to operate the Campbell Mountain Sanitary Landfill AND the Oliver Sanitary Landfill as identified in Work Specifications for one calendar year.
- B. The Base Operation rates provided in the table below shall be for the first year of the operational Contract – June 1, 2022 until May 31, 2023 for BOTH CMSL and OSL.
- C. Base Operations calculated by the Tenderer at CMSL and OSL shall include:
- All requirements set out in PART B Contract Conditions
 - All requirements set out in PART C General Work Specifications
 - All requirements set out in PART D Work Specifications for Campbell Mountain Sanitary Landfill
 - All requirements set out in PART E Work Specifications for Oliver Sanitary Landfill
 - Any cost savings for being awarded both CMSL and OSL Contracts
- D. The Total Cost of Award to the Regional District shall include the sum of:
- The annual flat rate for Base Operations cost for CMSL offered by the Tenderer
 - The annual flat rate for Base Operations cost for OSL offered by the Tenderer
 - One Time Contract Preparation Cost to the Regional District
 - Monthly Contract Administrative Cost to the Regional District
 - Annual Compliance Administrative Costs to the Regional District
- E. Schedule 3 does not reflect the Specifications attributable to Force Account Work.
- F. Tenderers should only fill in the appropriate section of the following table. Private Firms shall put their offer in Column (A) and the RDOS Selling Team shall put their offer in Column (B).

OPTION 3 Item	Column (A) Contractor PRIVATE FIRM	Column (B) Contractor RDOS STAFF
Annual flat rate for Base Operations for CMSL by the Tenderer	\$	\$
Annual flat rate for Base Operations for OSL by the Tenderer	\$	\$
Contract Preparation Cost (PART A, Table A-3 + Table A-4)	\$ 1,457.72	\$ 0.00
Contract Administrative Cost (PART A, Table A-5 + Table A-6)	\$ 28,175.63	\$ 19,034.35
Compliance Administrative Cost (PART A, Table A-7 + Table A-8)	\$ 0.00	\$ 1,708.34
TOTAL COST of Award for BOTH CMSL & OSL to the Regional District (sum of the above five entries)	\$	\$

TOTAL COST of Award to Regional District (in words) - CAMPBELL MOUNTAIN SANITARY LANDFILL and OLIVER SANITARY LANDFILL:

SCHEDULE 4: HOURS OF OPERATION UNIT RATES

- A. Hours of Operation Unit Rates refer to the hourly rate that the Base Operation cost would be increased or decreased by if the Hours of Operation are altered at a Landfill Site to improve the services to the public. The Unit Rates would be used to add or subtract the applicable number of hours from the change.
- B. Hours of Operation Unit Rates are also the hourly rate the Contractor will charge to provide the services for Extra Hours Access as defined in PART F, Section F1 Purchase of Hours by the Public.
- C. If the Tenderer is submitting a Tender under OPTION 1 for operation of CMSL only, the Unit Rate for Base Operation is to be provided in the following table:

TABLE S4-1: UNIT RATES FOR BASE OPERATION COST	
Landfill Site	HOURLY RATE
CAMPBELL MOUNTAIN SANITARY LANDFILL	

- D. If the Tenderer is submitting a Tender under OPTION 2 for operation of OSL only, the Unit Rate for Base Operation is to be provided in the following table:

TABLE S4-2: UNIT RATES FOR BASE OPERATION COST	
Landfill Site	HOURLY RATE
OLIVER SANITARY LANDFILL	

- E. If the Tenderer is submitting a Tender under OPTION 3 for operation of BOTH CMSL and OSL sites, the Unit Rate for Base Operations are to be provided in the following table:

TABLE S4-3: UNIT RATES FOR BASE OPERATION COSTS	
Landfill Site	HOURLY RATE
CAMPBELL MOUNTAIN SANITARY LANDFILL	
OLIVER SANITARY LANDFILL	

- F. If the Tenderer is submitting a Tender under OPTION 4 for operation of BOTH CMSL and OSL or only one of the sites, all three tables above, S4-1, S4-2 and S4-3, shall be completed.

SCHEDULE 5: FORCE ACCOUNT RATES

- A. The Proponent offers to do Force Account Work for the following rates for personnel and equipment.
- B. Equipment rates include wear and tear, operator, fuel, maintenance, profit and overhead.
- C. Personnel rates include payroll cost of labour, all payroll burdens, room and board, and if applicable, overhead and profit.
- D. The cost of superintendents, timekeepers and other administrative and supervisory personnel and their vehicles are included in the overhead.
- E. It is understood that that the equipment rate is inclusive of the operator and that the hours declared for a job requiring more than one piece of equipment the total hours shall be divided according to work done.
- F. The Contractor understands that the Regional District may review these Force Account Rates and require changes for good cause.
- G. Please include any other equipment offerings available but not included in the Work Specifications. Include additional pages as necessary for listing equipment.
- H. The following tables are included in this Schedule. Fill in the applicable tables depending on the OPTION the Tender is submitted for.
- I. For OPTION 1 complete the following based on ONLY receiving the CMSL Contract:
 - **TABLE S5-1A: Equipment Force Account Rates for only CMSL**
 - **TABLE S5-1B: Personnel Force Account Rates for only CMSL**
- J. For OPTION 2 complete the following based on ONLY receiving the OSL Contract:
 - **TABLE S5-2A: Equipment Force Account Rates for only OSL**
 - **TABLE S5-2B: Personnel Force Account Rates for only OSL**
- K. For OPTION 3 complete the following based on receiving BOTH the CMSL and OSL Contracts:
 - **TABLE S5-3A: Equipment Force Account Rates for CMSL**
 - **TABLE S5-3B: Personnel Force Account Rates for CMSL**
 - **TABLE S5-3C: Equipment Force Account Rates for OSL**
 - **TABLE S5-3D: Personnel Force Account Rates for OSL**
- L. For OPTION 4 complete all of the available tables in Schedule 5.

Note: No substitutions of the equipment listed in the Work Specification documents will be permitted without the prior written consent of the Regional District.

PART H: SCHEDULES AND STATEMENTS
CMSL AND OSL OPERATIONS TENDER

OPTION 1: TABLE S5-1A: EQUIPMENT FORCE ACCOUNT RATES FOR CMSL					
Equipment Description (PART D, Section D3)	Model / Year	Own (O) Sub (C)	Cab HVAC (Y/N)	Hourly Rate	Overtime Hourly Rate
Landfill Compactor 30,000 Kg or larger (New Wheels)					
Loader with Rubber Tires 18,000 kg or larger (CAT 950GC or larger)					
Articulated Rock Truck 25 tonne or larger (CAT 725 or larger)					
Water Truck 5,000 Litres or larger					
Excavator with hydraulic thumb 20,000 kg or larger					
Truck for Roll off bins					
Motor Grader					

OPTION 1: TABLE S5-1B: PERSONNEL FORCE ACCOUNT RATES FOR CMSL			
Name	Occupation	Hourly Rate	Overtime Hourly Rate
	Manager		
	Superintendent		
	Operator		
	Attendant		
	Mechanic		

**PART H: SCHEDULES AND STATEMENTS
CMSL AND OSL OPERATIONS TENDER**

OPTION 2: TABLE S5-2A: EQUIPMENT FORCE ACCOUNT RATES FOR OSL

Equipment Description (PART E, Section E3)	Model / Year	Own (O) Sub (C)	Cab HVAC (Y/N)	Hourly Rate	Overtime Hourly Rate
Landfill Compactor 30,000 Kg or larger (New Wheels)					
Loader with Rubber Tires 12,500 kg or larger (CAT 926 or larger)					
Water Truck 3,000 Litres or larger					
Motor Grader					

OPTION 2: TABLE S5-2B: PERSONNEL FORCE ACCOUNT RATES FOR OSL

Name	Occupation	Hourly Rate	Overtime Hourly Rate
	Manager		
	Superintendent		
	Operator		
	Attendant		
	Mechanic		

**PART H: SCHEDULES AND STATEMENTS
CMSL AND OSL OPERATIONS TENDER**

**OPTION 3: TABLE S5-3A: EQUIPMENT FORCE ACCOUNT RATES FOR CMSL
(IF AWARDED BOTH CMSL AND OSL CONTRACTS)**

Equipment Description (PART D, Section D3)	Model / Year	Own (O) Sub (C)	Cab HVAC (Y/N)	Hourly Rate	Overtime Hourly Rate
Landfill Compactor 30,000 Kg or larger (New Wheels)					
Loader with Rubber Tires 18,000 kg or larger (CAT 950GC or larger)					
Articulated Rock Truck 25 tonne or larger (CAT 725 or larger)					
Water Truck 5,000 Litres or larger					
Excavator with hydraulic thumb 20,000 kg or larger					
Truck for Roll off bins					
Motor Grader					

**OPTION 3: TABLE S5-3B: PERSONNEL FORCE ACCOUNT RATES FOR CMSL
(IF AWARDED BOTH CMSL AND OSL CONTRACTS)**

Name	Occupation	Hourly Rate	Overtime Hourly Rate
	Manager		
	Superintendent		
	Operator		
	Attendant		
	Mechanic		

**PART H: SCHEDULES AND STATEMENTS
CMSL AND OSL OPERATIONS TENDER**

OPTION 3: TABLE S5-3C: EQUIPMENT FORCE ACCOUNT RATES FOR OSL (IF AWARDED BOTH CMSL AND OSL CONTRACTS)					
Equipment Description (PART E, Section E3)	Model / Year	Own (O) Sub (C)	Cab HVAC (Y/N)	Hourly Rate	Overtime Hourly Rate
Landfill Compactor 30,000 Kg or larger (New Wheels)					
Loader with Rubber Tires 12,500 kg or larger (CAT 926 or larger)					
Water Truck 3,000 Litres or larger					
Motor Grader					

OPTION 3: TABLE S5-3D: PERSONNEL FORCE ACCOUNT RATES FOR OSL (IF AWARDED BOTH CMSL AND OSL CONTRACTS)			
Name	Occupation	Hourly Rate	Overtime Hourly Rate
	Manager		
	Superintendent		
	Operator		
	Attendant		
	Mechanic		

STATEMENT I: TENDERER'S EXPERIENCE IN SIMILAR WORK

The Tenderer shall provide details below of the most recent contracts performed with work of a nature similar to the proposed Work in this Contract.

The Regional District may contact the references given below before awarding a Contract.

Tenderer's Experience of Projects of a Similar Nature

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

STATEMENT II: TENDERER'S SENIOR SUPERVISORY STAFF PERSONNEL

Manager: _____

Experience: _____

Certification: _____

Superintendent: _____

Experience: _____

Certification: _____

Other Personnel: _____

Experience: _____

Certification: _____

STATEMENT III: SUB-CONTRACTORS

The Tenderer shall provide the name and address of the Sub-Contractor that the Tenderer intends to employ on each item of Work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before Sub-Contracting the work. The Contractor agrees that if a named Sub-Contractor is not acceptable to the Regional District, the Contractor shall name an alternative Sub-Contractor.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND PHONE NUMBER OF PROPOSED SUB-CONTRACTOR

STATEMENT IV: PARTICIPANTS IN TENDER PREPARATION

All Tenderers are required to list names of all individual who had input into the development of the Tenderer's submission.

PARTICIPANT NAME	COMPANY AND CONTACT PHONE NUMBER

STATEMENT V: SCHEDULE OF THE ALTERNATIVES

If the Tenderer desires to propose alternatives to the prescribed scope of Work, alternatives can be proposed for the consideration of the Regional District. These alternatives will be assessed for the successful Tenderer after the Base Tender evaluation. To enable the assessment of these alternatives, provide the following information:

- i. Name of alternative proposed
- ii. Description of proposed scope of work. Supplement the space available with descriptive literature and design information.
- iii. Cost savings or additional costs associated with the adoption of this alternative.
- iv. If no alternatives are proposed, the Tenderer should indicate as such on the Statement and submit the document as part of the Tender Submission.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.