



**PEACE RIVER REGIONAL DISTRICT
Solid Waste Committee**

for the meeting to be held on **April 6, 2017**
at the Regional District offices, 1981 Alaska Avenue, Dawson Creek, BC
commencing at 10:00 am

Chair: Director Dan Rose
Vice-Chair: Director Lori Ackerman

1. **Call to Order:**
 2. **Notice of New Business:**
 3. **Adoption of the Agenda:**
 4. **Adoption of the Minutes:**
 - M-1 Solid Waste Committee Meeting Minutes of March 2, 2017
 5. **Business Arising from the Minutes:**
 6. **Reports**
 - R-1 Review – (a) South and (b) North Peace Waste Haul
 - R-2 Review – Waste Transfer Station Operation and Haul
 7. **New Business:**
 - NB-1 Update – transition to new recycling contractor
 - NB-2 Update – status on securing land for future transfer stations
 - NB-3 Discuss direct award of Transfer Station design and Construction Quality Assurance (CQA)
 - NB-4 Review the Regional Solid Waste Management Plan (Sections 1 to 5)
(attached separately)
 8. **Items for Information:**
 - I-1 proposed locations for future transfer stations to be situated at Lone Prairie, Lebel and Doig/Milligan/Osborn
 9. **Adjournment:**
-



PEACE RIVER REGIONAL DISTRICT Solid Waste Committee Meeting Minutes

DATE: Thursday, March 2, 2017

PLACE: Regional District offices, Dawson Creek, BC

PRESENT: Director Dan Rose, Electoral Area 'E' – Committee Chair
Director Karen Goodings, Electoral Area 'B'
Alternate Director Mel Deck, District of Chetwynd
Director Dale Bumstead, City of Dawson Creek
Alternate Director Bruce Christensen, City of Fort St. John
PRRD Chair Brad Sperling, ex officio, 10:55 am

Staff

Paulo Eichelberger, General Manager of Environmental Services
Phillip Kovacs, Manager of Solid Waste Services
Kim Frech, Chief Financial Officer
Suzanne Garrett, Corporate Services Coordinator

1) Call to Order The meeting was called to order at 10:00 am

ADOPTION OF THE AGENDA:

2) Adoption of the Agenda MOVED by Director Bumstead, SECONDED by Alternate Director Deck, that the Solid Waste Committee agenda for the March 2, 2017 meeting including Director's new business and additional items for the agenda, be adopted as amended:

Call to Order

Notice of New Business

Adoption of the Agenda

Minutes

M-1 Solid Waste Committee Meeting Minutes of February 7, 2017

Business Arising from the Minutes

Correspondence

Reports

R-1 Report re: Waste Compaction Feasibility Study for Hudson's Hope and Tumbler Ridge Transfer Stations.

R-2 Oral update – Site C BC Hydro solid waste generation data request

R-3 Oral update – NP Regional Landfill gas utilization meeting with PNG

R-4 Draft amendment to the Regional Solid Waste Management Plan

R-5 Report re: assignment of solid waste contract

R-6 Report re: solid waste budget reduction (handout)

New Business

NB-1 Review of Regional Solid Waste Management Plan (Sections 1 to 5)

NB-2 Transition to Recycle-It contract services

Items for Information

Adjournment

CARRIED.

MINUTES:

3) M-1 Feb 7, SWC Mtg Min. MOVED by Director Bumstead, SECONDED by Director Goodings, That the Solid Waste Committee meeting minutes of February 7, 2017 be adopted.

CARRIED

REPORTS:

4) R-1
HH/TR TS

At the October 27 Committee of the Whole meeting staff were requested to investigate and bring forward a report on waste compaction as an option to reduce hauling costs under the Solid Waste Management Plan for the Hudson's Hope and Tumbler Ridge transfer stations. Operational inefficiencies at both sites included bins not being full to capacity (only ½ to ¾ capacity) resulting in more collections-transportation of waste.

In 2016 SLR Consulting was engaged to conduct a waste compaction feasibility study at both sites. SLR provided several recommendations for addressing the inefficiencies of the hauling and operation at the transfer bin sites.

- reduce hauling frequency by maximizing the capacity of waste placed within each bin;
- revise the schedule for bin collection at both sites to one set day per week, with the attendant monitoring bin capacity on a daily basis and scheduling additional collection as needed. This could result in a 33% reduction in bin tips per site, 224 fewer tips and a cost savings of \$53,600 annually.
- dedicate one bin per site for bulky waste items only
- installation of a separate compactor or trailer compactor for household waste
- waste haulage could be undertaken using a trailer equipped with an on-board waste compactor.

It was noted that staff will make the recommended operational changes, working with the hauling contractor and the transfer station attendant.

Action item:

Staff will report back in one year with results of the operational upgrades.

MOVED by Alternate Director Christensen, SECONDED by Director Bumstead, That the February 16, 2017 report regarding a summary of the Waste Compaction Feasibility Study for Hudson's Hope and Tumbler Ridge Transfer Stations be received for information.

CARRIED.

5) R-2
Worker camps

BC Hydro has provided preliminary solid waste tonnage numbers from its temporary worker camps. Approximately 90 tonnes/month are transported from the worker camp to the North Peace Regional Landfill. The 500+ loads are segregated – wood, metals, concrete, etc. Only 7 mixed loads have been received to date and 2 loads of cardboard.

6) Vary the
Agenda

MOVED by Director Goodings, SECONDED by Alternate Director Christensen, That the agenda be varied to deal with Item R-6 (handout) at this time.

CARRIED.

7) R-6
SW budget
Reduction

As per the Board's direction the draft solid waste operational budget was to be reduced by 10%. Debt in 3 years could be 10% of assets, Tangible Capital Assets program - need to ensure PRRD is in a financial position to replace infrastructure if needed. Draft budget, with 10% reduction using operational and capital numbers will keep the tax rate the same,

Discussion ensued regarding the landfill gas expansion project budgeted at \$312,000. Are there other options available? Pacific Northern Gas (PNG) is available to meet with the Committee in April.

7) R-6
(continued)

and R-3
Landfill gas update

Still need to find a market. Could the Regional District use the gas produced at the landfill – generation of electricity to use at the site. Or pipe it to PennWest a few kilometers away. Committee would like to see options, the following will be forwarded to the PNG for followup at the April 6 meeting:

- who pays for infrastructure – Regional District or PNG
- would PNG consider providing funding to offset some of the costs
- is it viable – sell to PNG – what is the pay back time frame
- What is the cost for market ready gas
- What is the return on it, what is the PRRD's requirement from Ministry of Environment
- The Ministry requirement is any landfill that produces 1,000 metric tonnes of methane must install a landfill gas capture system. It was noted that Bessborough landfill may reach that point in a few years.
- Will the PRRD be able to recover costs,
- What does PNG need before they will accept the landfill gas

It was felt that this is a large capital investment to make on behalf of the region.

MOVED by Director Sperling, SECONDED by Alternate Director Deck,
That the Solid Waste Committee recommends to the Regional Board that the 2017 Solid Waste budget - North Peace Regional Landfill gas expansion project be reduced to \$150,000.

CARRIED.

8) R-4
RSWMP
amendment

The draft amendment to the Regional Solid Waste Management (RSWMP) was prepared to ensure that the project will be eligible for approval from the Ministry of Community, Sport and Cultural Development. The Ministry of Environment will advise on the type of public consultation required. Members felt that the amendment should be reviewed following the evaluation of the RSWMP in the event that other amendments to the Plan are identified.

9) R-5
Reassignment
of contracts

The Regional District has been approached by Hoban Construction Ltd. and C&C Road Maintenance Ltd. to authorize reassignment of the North and South Peace Rural Refuse Collection and Transfer Station Services Contract No. 02 and No. 01, 2014 respectively. Staff have met with C&C Road Maintenance Ltd. and as a result have no concerns with their abilities to continue to fulfill the operational requirements of the individual contracts. The Contractor has also requested an extension to the existing contracts.

It was noted that the original tender bid rates will continue to be in effect creating no additional costs to the Regional District.

MOVED by Director Bumstead, SECONDED by Alternate Director Christensen,
That the Solid Waste Committee recommends to the Regional Board that reassignment of the following waste hauling contracts between the Regional District and Hoban Construction Ltd. to the Regional District and C&C Road Maintenance Ltd. be approved:

- a) South Peace Rural Refuse Collection and Transfer Station Services Contract No. 02-2014; and
- b) North Peace Rural Refuse Collection and Transfer Station Services Contract No. 01-2014.

CARRIED.

- 9) R-5 continued MOVED by Director Bumstead, SECONDED by Alternate Director Deck,
That the Solid Waste Committee recommends to the Regional Board that:
- a) staff be authorized to extend the South and North Peace Rural Refuse Collection and Transfer Station Services Contract Nos. 1 and 2-2014 to June 30, provided the current contractor is agreeable, to allow time to retender the contracts; and
 - b) that staff be authorized to issue a tender for the South and North Peace Rural Refuse Collection and Transfer Station Services, for a two year term.
- CARRIED.

NEW BUSINESS:

- 10) NB-1 Referred to April 6, to allow sufficient time for the plan review the meeting will
Plan Review take place from 10 to 3 pm.
- 11) NB-2 Staff provided members with an update on the transition to the new recycling
R3 Recycle It contractor R3 Recycle It. Bins have been replaced at all Regional District sites.
Agreements with recycling partners have been signed. It is anticipated that a
grand opening, including a facility tour, will take place in June. Committee
members will be invited once the details have been confirmed.
- Action Item:** **Staff to provide an update on the next agenda on the progress of the transition.**
- 12) 2017 Meeting April 6; May 4; June 1; July 6; August 3; **September 7 (same day as Board**
Schedule **Board)**; October 5; November 2; and December 7.
- 13) Committee MOVED by Director Bumstead, SECONDED by Director Goodings,
Report That the recommendations from the Solid Waste Committee meeting of
March 2, 2017 be recommended to the Regional Board for approval.
- CARRIED.
- 14) Adjournment The meeting adjourned at 12:25 pm

Director Dan Rose,
Chair – Solid Waste Committee

S. Garrett,
Corporate Services Coordinator

R-1 and R-2

Excerpt from the March 23, 2017 Regional Board meeting

*South and North Peace Rural Refuse Collection and Transfer Station Services
Waste Transfer Station Operation and Haulage Tender and Contract*

RD/17/03/11 (23)

That the draft South and North Peace Rural Refuse Collection and Transfer Station Services tender be reviewed by the Solid Waste Committee at its April 6, 2017 meeting, and that resulting recommendations be considered by the Board at its April 13, 2017 meeting.

CARRIED.

South Peace Rural Refuse Collection and Transfer Services Tender and Contract #05-2017

Closing Date: 2:00 p.m. (local time), April 24, 2017

**Submit Tenders to:
Peace River Regional District
1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8**

**Telephone: (250) 784-3200
Toll Free: 1-800-670-7773
Fax: (250) 784-3201
www.prrd.bc.ca**

**Contact:
Phil Kovacs, Manager of Solid Waste Services
prrd.dc@prrd.bc.ca**

diverse. vast. abundant.

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Invitation to Tender

South Peace Rural Refuse Collection and Transfer Services Contract

The Peace River Regional District invites interested persons to submit tenders for the South Peace Rural Refuse Collection and Transfer Services Contract for **a two (2) year term commencing on June 1, 2017.**

The contract involves the tipping and hauling of Haul-All PL-6 (yd³) refuse bins at various transfer stations located in the South Peace, along with other requirements as outlined in the contract Scope of Work.

The South Peace Rural Refuse Collection and Transfer Services are detailed individually under **Scope of Work.**

SEALED TENDERS clearly marked "**South Peace Rural Refuse Collection and Transfer Services Contract**" will be received by the Manager of Solid Waste Services, Peace River Regional District, 1981 Alaska Avenue, **Dawson Creek, BC** V1G 4H8 until 2:00 p.m. local time on April 24, 2017. Tenders received after the specified time will be returned unopened to the tenderer.

A copy of the Tender and Contract Document may be picked up during regular office hours 8:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. at the Regional District offices located at:

1981 Alaska Avenue,
Dawson Creek, BC

9505 – 100th Street,
Fort St. John, BC

Tenders will be opened publicly at 2:00 p.m. local time, on April 24, 2017 at the Regional District offices at 1981 Alaska Avenue, Dawson Creek, BC

The Regional District reserves the right to arbitrarily accept or reject any or all tenders and to waive irregularities at its own discretion. The lowest or any tender will not necessarily be accepted and the Regional District reserves the right to negotiate terms and conditions with the successful bidder.

For further information please contact: Phil Kovacs, Manager of Solid Waste Services at 250.784.3200.

Instructions to Tenderers

Section 1 - Disclaimer

The lowest or any tender may not necessarily be accepted. The Regional District reserves the right in its sole discretion to reject any or all tenders and to accept any tender which is considered to be in the best interests of the Regional District.

This Invitation to Tender does not profess to contain all the information which a bidder may require and bidders are advised to make all enquiries necessary to submit an informed bid. The Regional District expressly disclaims any liability, in contract and in negligence, for any misinformation, inaccuracies or omissions in any material or information supplied by it, whether oral or written.

Section 2 - Acceptability of Tenders

Tenders must be submitted on the tender form provided, **complete with a \$50,000 Agreement to Bond Form**, (please refer to "Section 3 - Agreement to Bond" for details). Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain additions not called for, reservation, erasures, alterations or irregularities of any kind may be rejected as informal.

The Regional District reserves the right to waive any irregularities or insufficiencies and to accept the tender which it deems most advantageous.

Without limiting the generality of the foregoing, some of the conditions under which a tender may be rejected are:

- a) failure of tenderer to submit a tender in accordance with all instructions contained herein;
- b) failure of tenderer to include supplemental tenders where these are required;
- c) failure of tenderer qualifications to meet with the Regional District's satisfaction, and
- d) tender total cost which exceeds the estimate of total costs, whether the said estimate is made public or not.

Section 3 - Agreement to Bond

Every Tender shall be accompanied by an "Agreement to Bond" in the form attached to the Tender Submission and shall be executed under its corporate seal by a Surety Company lawfully doing business in the Province of British Columbia from which the Tenderer proposes to obtain the required Bonds prescribed in the Contract. In the event that the Tenderer proposes to submit an alternative Performance Guarantee, a letter from the Bank confirming that the institution is providing the Surety is required to be submitted with the Tender.

Section 4 - Contract

The work to be performed is described in the Contract Documents which are included in the Tender and Contract Document package. The successful tenderer will be required to deliver proof of insurance required by the Contract within 3 days of the Contract being awarded and prior to commencing the work.

Section 5 - Discrepancies and/or Deletions

Should a tenderer find discrepancies in, or omissions from the Contract Documents, or should s/he be in doubt as to their intent or meaning, s/he should at once notify the Manager of Solid Waste Services who will send a written instruction to all tenderers. No oral interpretation shall be made by a tenderer as to the meaning of any part of the Contract Documents, or be effective to modify any of the provision of the Contract Documents.

Section 6 - Selection Criteria

All tenders received by the submission deadline and conforming to the requirements of this tender call will be evaluated on the basis of the bid price and the tenderer's equipment/supplies available.

The Regional District reserves the right in its discretion to request clarification or further information respecting any applicant or any proposal.

The Regional District also reserves the right to waive any informality in a tender or to accept an irregular or informal tender, except for the failure to pay the deposit which will render a tender incapable of acceptance.

Section 7 - Examinations

Tenderers shall examine the Contract Documents and site of the proposed Work, judging for and satisfying her/himself as to the probable conditions to be encountered and the quantities, quality and the practicability of the Work. Tenderers are required to inform themselves fully of the conditions relating to work and labour under which the Work will be performed, and shall employ as far as possible, such methods and means in the carrying out of this Work and will not cause any interruptions or interference with any other contractor agency.

Section 8 - Time for Acceptance

After the submission deadline the tenders are irrevocable and open for acceptance by the Regional District. A tender will be awarded by the Regional District notifying the successful tenderer, either orally or in writing, that it has executed the Tender and Contract form (with the signed copy to follow).

Section 9 - Withdrawal and Revision

The tenderer may, without prejudice to him/herself, withdraw, modify, or correct a tender after it has been deposited with the Regional District, provided the request for such withdrawal, modification or correction is filed with the Manager of Solid Waste Services in writing before the time set for opening the tenders. The original tender, as modified by such written communication, will be considered as the tender submitted by the tenderer.

No tenderer will be permitted to withdraw his/her tender between closing time for receipt of tenders and the actual award of the Contract, unless the award is delayed for a period exceeding thirty (30) days.

Section 10 - Taxes

Unless posted in the Tender Form the prices tendered by the Contractor in the Tender Form shall be exclusive of the Goods and Services Tax (GST).

Section 11 - Registration

Tenders may be submitted by companies or by persons operating a business as a sole proprietorship or partnership. Tenders will be considered from sole proprietorship, partnership or companies only if they are registered with the B.C. Registrar of Companies.

Note: These "Instructions to Tenderers" do not form part of the Contract for Work.

GENERAL CONDITIONS

1. Definition of Terms, in the Contract:

Container

means a Haul-All PL-6 (6 yd³) Bin;

Landfill

means a landfill described in Schedule B;

Manager

means the person appointed by the Regional District as Manager under Sections 11 and 12 of the Contract Agreement;

PL-6 Bin

means a 6 cubic yard Haul-All Model PL6 hydraulically-operated dump container, complete with concrete user dark green or brown 6 cubic yard Haul-All Model PL6 hydraulic dump container, complete with concrete user platform;

Owner

means **Peace River Regional District** (Regional District);

Refuse

means discarded materials, substances or objects accepted by the Regional District at a Transfer Station and/or Landfill;

Tender

means the written offer, or copy thereof, of the Tenderer to perform the Work specified by the Regional District in the Contract Documents, properly signed and guaranteed;

Tenderer

shall mean the individual, firm, co-partnership or corporation, or combination thereof, submitting a tender for the Work contemplated and acting directly or through a duly authorized representative;

Tip

shall mean the work to completely empty the bin of waste;

Transfer Station

means a rural/municipal solid waste transfer station described in Schedule A and C;

Work

includes the whole of the works, materials, matters and things to be done, furnished and performed by the Contractor under the Contract;

2. Contractors General Obligation:

The Contractor must perform the Work to completion, in accordance with all the contract documents, including by doing everything necessary and supplying all personal property necessary to do so. The Contractor must perform the Work applying generally accepted best standards and practices in the British Columbia industry for such work.

3. Subcontractors:

The Contractor must not engage any subcontractor to perform any of the Contractor's obligations under this Agreement unless the Regional District has first consented, in writing, to the engagement of that subcontractor. Every subcontract shall incorporate all the terms and conditions of this Contract which can reasonably be applied thereto.

4. Claims Against and Obligations of the Contractor or Subcontractor

- a) The Contractor shall ensure that all lawful obligations and lawful claims against him, such as those under "The Builders' Lien" legislation, arising out of the execution of the work are discharged and satisfied, at least as often as this Contract requires the Owner to discharge his obligations to the Contractor and shall, when called upon to do so, supply the Inspector with a Statutory Declaration deposing to the existence and conditions of such claims and obligations.
- b) The Owner may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a Subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the Contract, or from a conversion or a negotiation of the security referred to in Section 6 of the Contract Agreement, if any, directly to the obligees of and the claimants against the Contractor or Subcontractor.

5. Supervision and Labour

Personnel employed for this Work must be satisfactory to the Manager. Intoxicated, disorderly, incompetent or wilfully negligent persons who are employed on the Work, shall be removed from the Work at the direction of the Manager. The Contractor and his agents shall maintain good public relations while discharging the authority delegated to the Contractor under this Contract.

6. Delay, Non-compliance, or Default by the Contractor

- a) If the Contractor;
 - i) has made default or delayed in the commencement, execution or completion of the work or any portion hereof, and the Owner or the Inspector has given written notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for six days after such notice was communicated;
 - ii) is in default in any other manner under the Contract; or
 - iii) becomes bankrupt or insolvent,

the Owner may, without any other authorization, take all or any part of the Work out of the Contractor's hands and may employ such means as he may see fit to complete the Work.

- b) Where the work or any portion thereof has been taken out of the Contractor's hands under sub-section (a), the Contractor shall not, except as provided for in sub-section (c), be entitled to any further payments then due and payable and the obligation of the Owner to make further payments shall cease and the Contractor will reimburse the Owner for all costs, expenses and damages incurred or sustained by the Owner, by reason of the non-completion of the Work by the Contractor.

- c) Where the Work or any portion thereof has been taken out of the Contractor's hands under sub-section (a), and that portion is subsequently completed by the Owner, the Inspector shall determine the amount, if any, owing to the Contractor that is not required for the purposes of the Contract and the Owner shall authorize payment of that amount to the Contractor provided that no financial prejudice to the Owner will result.
- d) The taking of the Work, or any portion thereof, out of the Contractor's hands pursuant to sub-section (a) does not relieve the Contractor of any legal or contractual obligations other than the physical completion of the Work so taken out of his hands.

7. No additional Payments

The amount payable to the Contractor under this Contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any material incorporated in or to be incorporated in the Work, imposed under "The Excise Act", "The Excise Tax Act", "The Old Age Security Act", "The Customs Act" or "The Customs Tariff", made public after the date of the submission of the tender, an appropriate adjustment may be made.

8. Permits and By-laws

The Contractor shall comply with all laws and regulations, relating to the work, whether federal, provincial or municipal, and shall pay for all permits and certificates required in respect of the execution of the Work.

9. Additional Instructions

In the event it is found that the instructions in the Contract Document are not sufficiently clear to permit the Contractor to proceed with the Work, the Manager shall either upon his own initiative or upon request of the Contractor, furnish such additional written instructions, as may be necessary, when such request is made by the Contractor, it must be consistent with the Contract Documents and shall have the same force and effect as if contained in the Contract Documents.

10. Verbal Agreements

No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Any such verbal contact shall be considered as unofficial information and in no way binding upon the Regional District.

11. Accident Prevention

Precautions shall be exercised at all times by the Contractor for the protection of persons, employees and property. Acceptable safety procedures and applicable laws shall be observed.

12. Forfeiture of Contract

Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Regional District may, at its option, immediately provide such sufficiency of labour and deduct the cost thereof from any monies due or thereafter to become due under this Contract or from the Performance Bond. Should the above occur, the Regional District may, at its option, after giving ten (10) days written notice to the Contractor, terminate the employment of the Contractor and re-tender the Work.

If the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of creditors or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received ten (10) days' notice in writing from the Regional District to supply additional workmen, or if he should fail in the prompt payment to the Subcontractors or for material or labour or persistently disregard laws, ordinances or the instructions of the Manager or otherwise be guilty of substantial violation of the provisions of the Contract, then the Regional District may without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the employment of the Contractor and transfer the employment to others utilizing the Performance Bond if necessary.

13. Arbitration

In the case of any dispute between the Regional District and the Contractor during the progress of any Work, or afterwards, or after the determination or breach of the Contract as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Such notice and demand having been given, each party shall at once appoint an arbitrator and these shall jointly select a third who shall be their Chair. The decisions of any two of three arbitrators shall be final and binding on both parties.

However, if within a reasonable delay, the two arbitrators appointed by the parties do not agree upon a third, or a party who has been notified of the dispute, fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default, or both such arbitrators may, upon application of the party not in default, be appointed by a Judge of the County or Supreme Court of the Province of British Columbia.

When the Regional District or Contractor applies for arbitration, the application shall not be entertained until security in the amount of two hundred and fifty dollars (\$250.00) has been deposited by the applicant with the Manager to apply to the cost of arbitration. In case of a balance remaining to the credit of the Contractor according to the certificates of the Manager, the same may be received on account of the said security to apply to the cost of arbitration.

Arbitration proceedings shall not take place until after the completion or alleged completion of the Work except:

- a) on the question of certificate of payment, or
- b) in the case of where either party claims that the matter in dispute is of such a nature as to make immediate arbitration proceedings necessary while the evidence is available.

The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrator may decide.

14. Goods and Services Sales Tax

The Regional District recognizes that the Goods and Services Sales Tax is applicable to the purchase of products and/or services herein and the Regional District will pay the taxes accordingly. The successful Contractor will be required to itemize the appropriate taxes on all invoices submitted to the Regional District.

Draft

TENDER FORM

Tender of:

(Name of Company)

(Full address, include postal code, telephone and fax number)

To supply all labour, management, equipment and materials in accordance with the Contract Documents for the project named below:

South Peace Haul-All PL6 Transfer Stations

To supply all necessary equipment and personnel to service the South Peace Route as specified in Schedule A and the Scope of Work	\$	per hour
	\$	GST
Total price	\$	per hour

To: Peace River Regional District
Box 810, 1981 Alaska Avenue,
DAWSON CREEK, BC V1G 4H8

The undersigned has carefully examined the **Invitation to Tender**, the **Tender Form**, the **Agreement to Bond**, the **Instructions to Tenderers**, the **General Conditions**, the **Scope of Work** for the **South Peace PL6 Transfer Station Route**, the **Contract Agreement** and all **Schedules** for the above named **Works**.

The undersigned has carefully examined the sites and associated works and hereby agrees to provide all necessary labour, management, equipment and all the Work in the manner prescribed herein, and in the Contract Documents and in accordance with the Regional District's requirements, for the compensation in accordance with the unit prices listed in the Tender Form.

This offer is irrevocable for thirty (30) days from the date in which the tenders are opened and if accepted within thirty (30) days, the undersigned will undertake to enter into a Contract in the form exhibited herein.

TENDER FORM (continued)

The undersigned also understands and agrees as follows:

1. Upon execution of the Contract, to deposit with the Regional District a Performance Bond in the form provided herein for the amount specified in the Instructions to Tenderers, as security for the performance of this Contract and such policies of insurance as may be required under the Contract.
2. That this Tender is made by the Tenderer without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making tender for the same work and in all respects fair and without collusion or fraud.
3. In consideration of the Peace River Regional District allowing me to tender, I agree not to withdraw my tender except as provided in the Instructions to Tenderers.
4. That no person, firm or corporation other than the Tenderer has any interest in this Tender or in the Proposed Contract for which this Tender is made and to which it relates.
5. To do extra work not covered by the Scope of Work, which may be ordered by the Manager and to accept as full compensation therefore such prices as may be agreed upon in accordance with the General Conditions of the Contract.
6. The owner reserves the right to increase, decrease, delete or vary any portion of the Scope of Work, and the Tenderer offers to do the work, whether the quantities are increased or decreased in accordance with the hourly rate listed.

Accompanying this Tender is a Surety Letter or Irrevocable Letter of Credit in the amount of Fifty Thousand dollars (\$50,000.00).

WHICH

is to be forfeited as liquidated damages in the event that the undersigned Tenderer fails to comply with the provisions thereof; otherwise such Bond, Certified Cheque or Letter of Irrevocable Credit shall be returned to the undersigned.

DATED at _____, this _____ day of _____, 2017.

Signed: _____
(Name of Company)

Per: _____
(Authorized Signing Officer)

(Address)

Agreement to Bond

Date: _____, 2017.

“Name and Address of Surety Company”

The Peace River Regional District
Box 810, 1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8

Dear Sir/Madam:

Contract No.: _____

Should the Peace River Regional District (hereinafter referred to as the “Owner” accept the Tender of and execute an agreement with _____ (Tenderer name) (hereinafter referred to as the “Tenderer”), we, the undersigned Surety Company, do hereby consent and agree to become bound to the Owner as Surety for the Tenderer in any of the following Bonds, on the standard format of the Canadian Construction Association.

√		Amount
	Performance Bond for an amount equal to \$50,000.00 for South Peace PL-6 Transfer Site Route	\$
Total amount of Bond		

We, the undersigned Surety Company, agree to furnish the Owner with the said Bonds within 7 days after written notification that the Owner has requested the said Bond or Bonds. We hereby further declare that our company is legally entitled to do business in the Province of British Columbia.

Yours truly,

(Name of Surety Company)

[C/S]

(Address)

[Note: This Agreement must be executed on behalf of the Surety Company by its authorized Officers under the Company's corporate seal.]

SCOPE OF WORK

South Peace PL-6 Transfer Station Route

1. The Contractor shall supply all personnel and equipment necessary to service the transfer station sites in the South Peace. Please refer to Schedule C - Maps for transfer station and landfill site locations.
2. The Contractor shall service the South Peace Transfer Station sites as indicated in Schedule A.
3. The truck shall be a late model waste compaction equipped vehicle that will be capable of servicing the specialized "Haul-All PL-6" (6 yd³) bins found at the various Transfer Station sites.
4. All refuse collected shall be transported to the appropriate Regional District landfill where it will be accepted for disposal during posted landfill operating hours only. Please refer to Schedule B for landfill information.
5. The Regional District will be responsible for all landfill tipping fees for the refuse delivered.
6. All equipment supplied by the Contractor shall comply with all Department of Transport regulations and standards.
7. As part of the servicing of each site the Contractor shall be responsible for leaving the site in a tidy, clean condition. This may entail the pick-up of bags and litter that may be deposited outside the transfer bins.
8. In the case where large bulky waste items or other refuse are found at the site that was not disposed of inside the bins, it will be the responsibility of the Contractor to remove and haul these items for disposal. If this waste cannot be removed and hauled at the time of regular servicing of the bins, it must be organized in a neat and tidy manner for subsequent disposal by the Contractor. This subsequent disposal of the bulky waste material must occur within 72 hours. Bagged household waste and refuse containing putrescible materials must be removed immediately to prevent scavenging by wildlife.
9. Where and when required the Contractor shall be responsible for miscellaneous hand snow removal around the bins to enable public access to the PL-6 bins. The Regional District shall be responsible for road and site snow removal, where snow removal equipment is employed.
10. The Contractor shall complete a daily tip sheet, indicating the percentage of refuse in each bin, time spent to service route, general site conditions, and other relevant details. Refer to Schedule A for sample tip sheet. All completed tip sheets must be submitted with the appropriate monthly invoices to the Regional District.
11. The Contractor must separately record fuel consumed for the complete delivery of services for this contract and annually submit this information in a report to the Peace River Regional District.

SCOPE OF WORK

continued

South Peace PL-6 Transfer Station Route

12. The attached service schedule and number of bins at each location have been designed using historical usage and are meant as a reference for bidding purposes. There will be occasions where the Contractor will be asked to supply additional services to satisfy peaks in public usage.
13. The Contractor shall be responsible to annually steam or wash all bins in the service area. The price for this service shall be incorporated in the hourly rate.
14. It shall be understood that the transfer station sites are unsupervised facilities. As a result, refuse other than household waste may be found in the bins. The presence of these items may result in poor compaction of the load and therefore maximum hauling capacity may be diminished.
15. In the event of equipment failure or breakdown the Contractor will be responsible for the supply of all alternate personnel and equipment to ensure uninterrupted service.
15. By bidding the Contractor has familiarized themselves with all aspects of the site locations, distance to and from servicing landfills and hours of operations, number of bins to be serviced and scheduling. Please make reference to Schedule A and B for verification of this information.

SCHEDULES

SCHEDULE A – South Peace PL-6 Transfer Site Schedule/Daily Tip Sheet

SOUTH PEACE		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Today's Date:			
Hours spent on route									Driver:			
		Percentage full (in 25% increments) of all bins at each site (for empty bins, mark '0%')										
Site:	Bins	fqcy	1	2	3	4	5	6	7	8	9	Description of any bulky waste (mandatory)
Doe River	4	1										
Lebell	6	2										
Fellers	5	2										
Progress	6	2										
Groundbirch	4	2										
East Pine	4	2										
Hasler	3	2										
Mt. Lemoray	3	1										
Lone Prairie	4	1										
Sukunka	1	1										
Driver comments:												
Did you take pictures for back-up?						yes		no	Which sites?			
Any site repairs required?						yes		no	Describe?			
Did you meet the Schedule today (all sites?)						yes		no	If no (describe)			

Note: The Regional District reserves the right to add or subtract services or sites as required. This table reflects the work currently being provided at the time of tendering.

SCHEDULE B - List of Regional District Landfills

BESSBOROUGH		
Legal Description	NW ¼ Section 5, Township 79, Range 16	
Location	7 km north on 237 Road from Highway 97 South	
Hours of Operation	Monday through Saturday 8:00 am to 5:45 pm	Closed Sunday

CHETWYND		
Legal Description	District Lot 1935 and District Lot 4019	
Location	4.5 km north on Highway 29 to Blair Road	
Hours of Operation	Monday, Wednesday to Saturday 8:00 am to 5:45 pm	Closed Tuesday & Sunday

NORTH PEACE REGIONAL (Fort St. John)		
Legal Description	NW ¼, Lot 1, Plan 4992, Plan 7049, Section 22, Township 83, Range 19	
Location	4.2 km south on 269 Road from Highway 97 North	
Hours of Operation	Monday through Saturday 9:00 am to 5:45 pm	Closed Sunday

SCHEDULE C - Map

Draft

APPENDIX 'A'

South Peace Rural Refuse Collection and Transfer Station Services Agreement

THIS AGREEMENT is dated for reference this _____ day of _____, 2017.

BETWEEN:

Peace River Regional District, a regional district incorporated under the Local Government Act, and having an address at Box 810, 1981 Alaska Avenue, Dawson Creek, BC V1G 4H8

[the "Regional District"]

AND:

[Name]

[Incorporation No.]

[Address]

[the "Contractor"]

WHEREAS, the Regional District and the Contractor wish to enter into a contract to engage the services of a Contractor for the collection and transfer of refuse from various rural sites within the region.

WHEREAS the Regional District and the Contractor wish to enter a contract for the Contractor to provide refuse collection and transfer services from transfer sites for the Regional District.

NOW THEREFORE in consideration of the promises and mutual covenants contained in this Agreement, the parties hereto agree as follows:

TERM

1. This Agreement is for a term of two (2) years, commencing June 1, 2017 subject to earlier termination in accordance with the terms of this Agreement, or unless extended by mutual agreement for consecutive one (1) year periods.

PAYMENT

2. Subject to Sections 4 and 5, the Regional District must pay to the Contractor, on the last day of each month, the amount calculated in accordance with the rates set out in the Tender Form for the Work performed by the Contractor in the month prior to the month in which payment is made.

CONTRACT AGREEMENT

3. The Contractor must on or before the 15th day of each month give to the Regional District a fee for service invoice for the Work done by the Contractor in the calendar month prior to the month in which the invoice is given, which invoice must set out in detail the Work done in that previous month and the rates set out in the Tender Form that are applicable to that Work.

FUEL RATE ADJUSTMENT

4. The Parties may adjust the Rates monthly within the Term in accordance with the following principles:

- (a) the Rate shall include the following cost components which will stay the same for the Term:

Cost Component	
Fuel	20%

- (b) cost components shall be determined and adjusted individually as follows:

- (i) Monthly Fuel Escalation/De-escalation: Fuel represents 20.0% of the Hourly rate noted in the tender form. Monthly fuel price adjustments will be based upon an increase or decrease in the price of fuel from bid date, and will be calculated as shown in the example at paragraph (c) below.

Each month following the contract commencement date, the contractor may adjust their original contract unit rate reflecting the change in the price of fuel. This will be calculated by the change in the fuel rate, in \$ per litre, at the end of the corresponding reported month, and then compared with the price of fuel at the commencement date of the contract. It shall be understood that for the basis of all fuel adjustments the reference fuel outlet shall be the Dawson Creek CO-OP bulk station located in Dawson Creek, BC, or other fuel supply as agreed by the Regional District and the Contractor.

All invoices reflecting price adjustments must include all calculations verifying the unit rate change for invoice justification and shall be based on the original fuel rate of the contract commencement date of June 1, 2017.

- (c) Adjustments, if any, will be based upon percentage change in aggregate or average prices, as indicated in the proportions shown in the rate adjustment clause "a" and "b", and illustrated below:

Example #1: Fuel Calculation First Month

Current rate	=	\$200.00/Hour
Bid Rate Per Load	=	\$200.00/Hour
Bid Date Fuel Price	=	\$1.2800 per litre, excluding applicable taxes
Prior Monthly End Fuel Price	=	\$1.3568 per litre, excluding applicable taxes
Fuel increase	=	6% increase over base fuel rate of \$1.2800 per litre
Adjustment Calculation	=	$\$200.00 \times 0.20 = \$40.00 \times 1.06 = \$42.40$
New Rate	=	$(\$42.40 - \$40.00) + \$200.00 = \$202.40/\text{Hour}$

Example #2: Fuel Calculation Second Month

Previous month's rate	=	\$202.40/Hour
Bid Rate Per Load	=	\$200.00/Hour
Bid Date Fuel Price	=	\$1.2800 per litre, excluding applicable taxes
Prior Monthly End Fuel Price	=	\$1.2030 per litre, excluding applicable taxes
Fuel increase	=	6% decrease over base fuel rate of \$1.2800 per litre.
Adjustment Calculation	=	$\$200.00 \times 0.20 = \$40.00 \times 0.94 = \$37.60$
New Rate	=	$(\$37.60 - \$40.00) + \$200.00 = \$197.60/\text{Hour}$

PERFORMANCE SECURITY

5. As security for the Contractor's prompt and faithful performance of its obligations under this Agreement, including its warranty of the Work, the Contractor shall provide the Regional District, at the time of execution of this Agreement, performance security in the amount of \$50,000.00 (not including GST), which security shall be in effect until the end of the Contract Term and which security may, at the option of the Contractor, be in the form of cash or an irrevocable and unconditional letter of credit satisfactory to the Regional District (provided that if a letter of credit is provided which expires before the end of the Contract Term, then the Regional District may draw down on the letter of credit unless the Contractor provides a replacement letter of credit at least two weeks prior to expiry of the original letter of credit).

The Contractor agrees that the Regional District may use this performance security to cover all its own costs of remedying any default of the Contractor under this Agreement, including any failure of the Contractor to warrant the Work.

At the conclusion of the Contract Term, the performance security remaining, if any, shall be returned without interest to the Contractor.

If the Contractor breaches any term of this Contract, the Regional District may draw on the Performance Bond or Letter of Irrevocable Credit and apply the proceeds on account of any damages or expenses of any kind suffered or incurred by the Regional District as a result of the breach.

PAYMENT WITHHELD

6. The Regional District may withhold the whole or part of any payment to the Contractor to the extent necessary to protect itself from loss on account of one or more of the following:
 - a) A breach of this Agreement by the Contractor;
 - b) Defective Work is not being remedied in a timely fashion by the Contractor;
 - c) The Contractor is failing to make prompt payments to anyone employed or engaged by the Contractor to do Work required of the Contractor under this Agreement;
 - d) There exists unsatisfied claims for damages against the Contractor by anyone employed on or engaged by the Contractor to do Work required of the Contractor under this Agreement.

COMPLIANCE WITH ENACTMENTS

7. The Contractor must comply with all laws and enactments that are applicable to the transport or deposit of Refuse, and, without limiting the foregoing, must obtain, and maintain, all permits and approvals required under any enactment for or in respect of the transport or deposit of Refuse.

MANAGER

8. The Regional District may, by giving written notice to the Contractor, designate a person as Manager for the purposes of this Agreement.
9. The Manager may give directions to the Contractor respecting the removal, transportation or disposal of Refuse and the Contractor must comply with such directions.

PAYMENT OF SUPPLIERS

10. Where subcontractors or suppliers of material are not receiving prompt payment, the Regional District may make payments to such sub-contractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

OWNERSHIP OF REFUSE

11. All Refuse is the property of the Regional District.

REMOVAL OF TRANSFER STATIONS

12. If, for any reason, the Regional District cannot lawfully operate a Transfer Station, or decommissions a Transfer Station as part of its transfer station upgrade strategy, it may by notice in writing to the Contractor terminate the obligations of both parties under this Agreement in respect of that Transfer Station.

WORKERS

13. All workers employed by the Contractor or a subcontractor must have sufficient knowledge, skill and experience to perform properly the Work assigned to them and be tactful and courteous in dealing with the public. Any worker employed by the Contractor or a subcontractor who, in the opinion of the Regional District, does not perform his Work in a skillful manner, or appears to be incompetent or appears to act in a disorderly or intemperate manner, shall, at the written request of the Regional District, be removed from the site of the Work immediately and shall not be employed again in any portion of the Work without the approval of the Regional District.

TERMINATION

14. If the Contractor:
- a) commits any act of bankruptcy, or
 - b) makes a general assignment for the benefit of its creditors, or
 - c) if a receiver is appointed on account of its insolvency or in respect of any of its property,

then, in any such case, the Regional District may, without notice, terminate this Agreement and retain the Performance Security.

15. If the Contractor:
- a) fails to comply with any request, instruction or order of the Regional District,
 - b) fails to make prompt payment to anyone employed or engaged by the Contractor to do the Work,
 - c) fails to comply with statutes, regulations, by-laws or directives of relevant authorities relating to the Work,
 - d) fails to prosecute the Work with skill and diligence,
 - e) assigns the Agreement or any portion thereof without the Regional District's written consent, or
 - f) refuses to correct defective Work,

or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Agreement, then, in any such case, the Regional District may, upon expiration of ten days from the date of written notice to the Contractor, terminate this Agreement and retain the Performance Security.

16. Any termination of the Agreement by the Regional District, as aforesaid, shall be without prejudice to any other rights or remedies the Regional District may have.

17. If the Regional District terminates the Agreement, the Regional District may, without limiting any other remedy it may have:
- a) finish the Work by whatever means the Regional District may deem appropriate under the circumstances;
 - b) withhold any further payments to the Contractor;
 - c) recover from the Contractor any loss, damage or expense incurred by the Regional District by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor, with any balance to be paid by the Contractor to the Regional District).

TERMINATION WITHOUT CAUSE

18. Without limiting Sections 17, 18, 19 and 20 the Regional District or the Contractor may terminate this Agreement for any reason upon 60 days' written notice to the other party.

PROVISIONS FOR CANCELLATION OF CONTRACT

19. The Owner reserves the right to cancel this Contract without cause on 60 days' notice in which event the Contractor shall be paid by the Owner (insofar as such amounts shall not have already been covered by payments on account made to the Contractor) for all work executed prior to the date of termination, and in addition:
- a) the amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed, and a proper proportion (as certified by the Manager) or any such items, the work or service comprised in which, has been partially carried out or performed, insofar as such expenditures shall not have been covered by the aforementioned payments;
 - b) the cost of materials or goods reasonably ordered for the work or temporary work which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Owner upon such payment being made);
 - c) the cost of removal of the Contractor's construction equipment and small tools from the works and (if required by the Contractor) return thereof to the location that shall have been considered the Contractor's headquarters for the works or to any other destination at no greater cost.

Provided always that, against any payments due from the Owner hereunder, the Owner shall be entitled to be credited with any sum previously paid by the Owner to the Contractor in respect of the execution of the works and the Owner shall not pay or be liable to pay any bonus, damage or other claim by the Contractor for loss of his expected profit on the uncompleted portions of the works.

CHANGES TO THE CONTRACT

20. It shall be noted that the Regional District is currently reviewing its Solid Waste Management Plan. The Plan will establish guidelines and objectives in the future management of solid waste and solid waste facilities. As a result of this review different methods of solid waste disposal and collection may be implemented, these changes may affect the work or parts of this Contract. The Regional District reserves the right to cancel this Contract should the work change significantly or in the event the Contract is no longer required.

INSURANCE

21. The Contractor must provide and maintain throughout the term of this Agreement, and pay for the following insurance policies, providing coverage to the Contractor, the Regional District and any subcontractor performing Work provided by this Agreement:

- a) Comprehensive General Liability Insurance, and
- b) Automobile Liability Insurance

The Contractor must provide proof of WorkSafe coverage, annually, for every year of the Contract term.

Comprehensive General Liability Insurance

- a) The Contractor must provide Comprehensive General Liability Insurance with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for personal injury, death and damage to property including the loss of use thereof and shall include coverage for:
 - i.) premises, activities and operations liability
 - ii.) blanket contractual liability
 - iii.) cross liability
 - iv.) contingent employer's liability
 - v.) owners and contractors protective
 - vi.) occurrence basis property damage
 - vii.) broad form property damage
 - viii.) employees as insureds
 - ix.) personal injury
 - x.) broad form loss of use
 - xi.) public liability
- b) The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part of parts of the Work.
- c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Agreement. The policy shall be endorsed to provide the Regional District with not less than fifteen (15) days' notice in advance of cancellation or termination.
- d) The policy shall include the Regional District as an Additional Insured.

Automobile Liability Insurance

- a) The Contractor shall provide and maintain liability insurance in respect of owned, non-owned and leased or rented licensed vehicles, subject to limits of not less than Five Million (\$5,000,000.00) Dollars inclusive.
- b) The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part of parts of the Work.
- c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Agreement. The policy shall be endorsed to provide the Regional District with not less than fifteen (15) days' notice in advance of cancellation or termination.
- d) The policy shall include the Regional District as an Additional Insured.

WORKERS' COMPENSATION

- 22. The Contractor must maintain Workers' Compensation (WorkSafe BC) Insurance in order to fully protect its employees and the Regional District, and must show proof of payment in good standing with the Workers' Compensation Board. The Contractor must provide proof of WorkSafe coverage, annually, for every year of the Contract term.

ACCESS

- 23. The Regional District has the right to inspect the Contractor's vehicles and equipment at all reasonable times.

GOVERNING LAW

- 24. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

AUTHORITY

- 25. The Contractor represents and warrants that it has full authority to enter into this Agreement and to carry out the actions contemplated herein and that all resolutions and preconditions to validity have been duly adopted.

INDEMNITY

26. The Contractor must indemnify and hold harmless the Regional District, its elected officials, officers, agents and employees from and against all liabilities, losses, damages, personal injury, death, property loss or damage, actions, causes of actions, costs (including legal fees and costs) or expenses in connection with loss of, or damage or injury (including death) to, any person or property that occurs in whole or in part as a direct or indirect result of breach of this Agreement by the Contractor or anything done in connection with the performance of this Agreement by the Contractor or by any person acting under or on behalf of the Contractor, whether suffered, incurred or made by the Contractor or an employee of the Contractor or by a third person and whether or not caused through a wilful or negligent act or omission or other actionable wrong of the Contractor, its officers, agents, employees, or subcontractors, or any of their officers, agents, or employees, and at its expense the Contractor must defend any and all actions and pay all damages and legal costs and other costs arising therefrom.

PERFORMANCE REVIEWS

27. The Regional District intends to conduct reviews of the Contractor's performance under this Agreement at least four times each year. The Contractor shall supply the Regional District with all information which may be reasonably necessary to enable it to complete the performance reviews referred to in this section.

RECORDS

28. The Contractor must maintain detailed, complete, accurate and up to date books of accounts and records relating to its operations under this Agreement or to the valuation of its Work under this Agreement.

AUDIT

29. The Regional District has the right at all reasonable times to inspect any of the Contractor's books of accounts or records relating to its operations under this Agreement, and the Contractor must, forthwith after a request from the Regional District, make such books of accounts and records available for inspection by the Regional District.

SUSPENSION OF WORK

30. The Regional District shall have the right, which may be exercised from time to time without invalidating the Agreement, to suspend performance by the Contractor of any part or the whole of the Work for such reasonable period of time as the Regional District may notify the Contractor. Save to the extent any such suspension arises from default by the Contractor, the Regional District shall pay to the Contractor the reasonable extra expenses incurred by the Contractor arising from the suspension, provided that in no event will the Regional District be liable to the Contractor for loss of profit, interest lost or any other damages or loss occasioned by the Contractor by reason of any such suspension of the Work. Such extra expenses shall be supported by audit, if necessary, carried out by auditors acceptable to the Regional District, prior to payment of same.

CHANGES IN THE SCOPE OF WORK

31. The Regional District may, without invalidating the Agreement, direct the Contractor to make changes to the Work. When a change causes an increase or decrease in the Work, the fee for the Work shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon the Regional District and the Contractor. All such changes shall be in writing.

NOTICE

32. Any notice, waiver or other communication which may be, or is required to be, given under this Agreement must be in writing and be delivered or sent by facsimile transmission addressed to the other party at the address or facsimile number for that party set out on page 1 of this Agreement, or to such other address or facsimile number of which notice has been given as provided in this section.
33. Any notice, waiver or other communication that is delivered is to be considered to have been given on the next business day after it is dispatched for delivery. Any notice, waiver or other communication that is sent by fax transmission is to be considered to have been given on the day it is sent, if that day is a business day, and if that day is not a business day, it is to be considered to have been given on the next business day after the date it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

SEVERANCE

34. If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

BINDING ON SUCCESSORS

35. This Agreement ensures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

WAIVER

36. Waiver of any default by either party must be express and in writing to be effective, and a waiver of particular default does not waive any other default.

ENTIRE AGREEMENT

40. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

As evidence of the Agreement of the parties to be bound by the above terms and conditions of this Agreement, they have caused to be affixed below their respective corporate seals, attested to by the signatures of their respective officers duly authorized for that purpose, on the dates set out below:

THE CORPORATE SEAL of the Peace River)
Regional District was hereunto affixed)
in the presence of:)

Chair)

Chief Administrative Officer)

(c/s)

Authorized signatory for the Company)
was hereunto affixed in the presence of:)

Authorized signatory)

Authorized signatory)

(c/s)

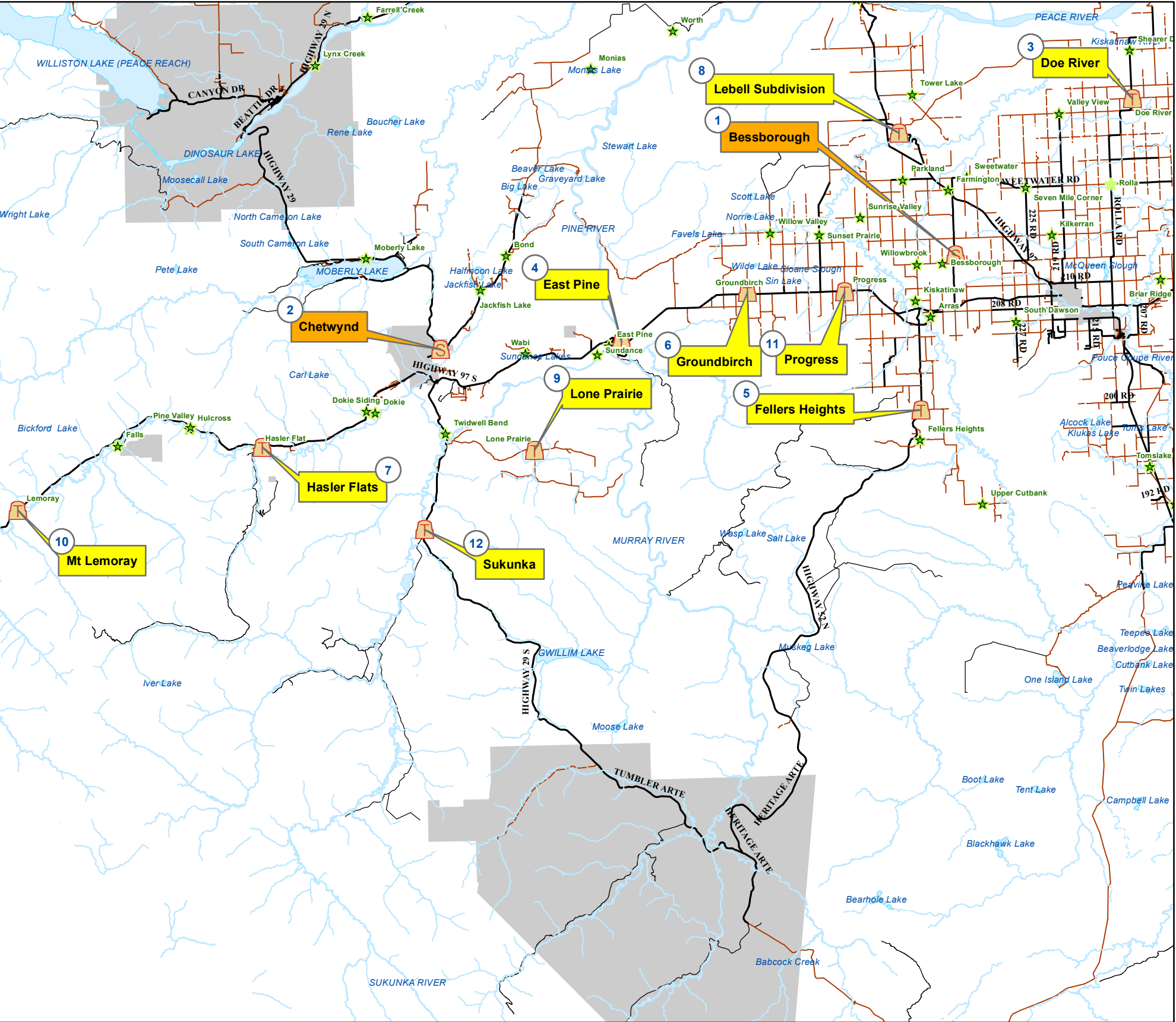
Witness

Witness name (print)

Address

RURAL REFUSE COLLECTION & TRANSFER SERVICES CONTRACT

SOUTH PEACE PL-6 TRANSFER SITE ROUTE



- 1

Bessborough Solid Waste Site

From the intersection of Hwy 97 and 212 Rd, travel 9.25 km west on 212 Rd to the intersection of 237 Rd, travel 1.0 km north on the 237 Rd, turn east and follows signs; OR From the intersection of Hwy 97 S and 237 Rd, travel 7 km north on the 237 Rd, turn east and follow signs.
- 2

Chetwynd Solid Waste Site

From the intersection of Hwy 97 S and Hwy 29 in Chetwynd, travel 4.5 km north on Hwy 29 to Blair Rd, turn east and follow signs.
- 3

Doe River Transfer Site

From the intersection of Rolla Rd and Sweetwater Rd, travel 13.9 km north on Rolla Rd, site is located on east side of road.
- 4

East Pine Transfer Site

From the East Pine Bridge, travel 4 km east on Hwy 97 S to the top of hill, turn south.
- 5

Fellers Height Transfer Site

From the intersection of Hwy 52 N and 200 Rd, travel .15 km west on 200 Rd, site is located on south side of road.
- 6

Groundbirch Transfer Site

From the intersection of Hwy 97 S and 271 Rd, travel .25 km north on 271 Rd, site is located on west side of road.
- 7

Hasler Flats Transfer Site

From the intersection of Hwy 97 S and Hasler Rd, travel .10 km south on Hasler Rd, site is located on the east side of the road.
- 8

Lebell Transfer Site

From the intersection of Hwy 97 and Braden Rd, travel 0.5 km south on Hwy 97 to the Old Alaska Hwy, travel 2.2 km southeast on Old Alaska Hwy, site is located on west side of road.
- 9

Lone Prairie Transfer Site

From the intersection of Hwy 97 S and Hwy 29 S, travel 9.3 km south to Lone Prairie Rd, then 13.7 km east on Lone Prairie Rd to insection with Cowie Ck Rd. Site is located on the east side of Cowie Ck Rd.
- 10

Mount Lemoray Transfer Site

From the road closer gate on Hwy 97 S travel .4 km east on Hwy 97 S, site is located on the south side of the Hwy.
- 11

Progress Transfer Site

From the intersection of Hwy 97 S and 255 Rd, travel .05 km south on 255 Rd, site is located on west side of road.
- 12

Sukunka Transfer Site

From the intersection of Hwy 97 S and Hwy 29 S, tavel 21.4 km south on Hwy 29 S, site is located on the east side of the Hwy.

Solid Waste Site

Transfer Site

Transtore

Carcass Pit

Rural Community

Water Feature

Municipal Boundary

Hard Surface

Gravel

Seasonal

Not maintained by Min. of Highways

16 8 0 16 32 48

Kilometers

1:600,000

North Peace Rural Refuse Collection and Transfer Services Tender and Contract #06-2017

Closing Date: 2:00 p.m. (local time), April 24, 2017

**Submit Tenders to:
Peace River Regional District
1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8**

**Telephone: (250) 784-3200
Toll Free: 1-800-670-7773
Fax: (250) 784-3201
www.prrd.bc.ca**

Contact:
Phil Kovacs, Manager of Solid Waste Services
prrd.dc@prrd.bc.ca

diverse. vast. abundant.

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Invitation to Tender

North Peace Rural Refuse Collection and Transfer Services Contract

The Peace River Regional District invites interested persons to submit tenders for the North Peace Rural Refuse Collection and Transfer Services Contract for **a two (2) year term commencing on June 1, 2017.**

The contract involves the tipping and hauling of Haul-All PL-6 (yd³) refuse bins at various transfer stations located in the North Peace, along with other requirements as outlined in the contract Scope of Work.

The North Peace Rural Refuse Collection and Transfer Services are detailed individually under **Scope of Work.**

SEALED TENDERS clearly marked "**North Peace Rural Refuse Collection and Transfer Services Contract**" will be received by the Manager of Solid Waste Services, Peace River Regional District, 1981 Alaska Avenue, **Dawson Creek, BC** V1G 4H8 until 2:00 p.m. local time on April 24, 2017. Tenders received after the specified time will be returned unopened to the tenderer.

A copy of the Tender and Contract Document may be picked up during regular office hours 8:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. at the Regional District offices located at:

1981 Alaska Avenue,
Dawson Creek, BC

9505 – 100th Street,
Fort St. John, BC

Tenders will be opened publicly at 2:00 p.m. local time, on April 24, 2017 at the Regional District offices at 1981 Alaska Avenue, Dawson Creek, BC

The Regional District reserves the right to arbitrarily accept or reject any or all tenders and to waive irregularities at its own discretion. The lowest or any tender will not necessarily be accepted and the Regional District reserves the right to negotiate terms and conditions with the successful bidder.

For further information please contact: Phil Kovacs, Manager of Solid Waste Services at 250.784.3200.

Instructions to Tenderers

Section 1 - Disclaimer

The lowest or any tender may not necessarily be accepted. The Regional District reserves the right in its sole discretion to reject any or all tenders and to accept any tender which is considered to be in the best interests of the Regional District.

This Invitation to Tender does not profess to contain all the information which a bidder may require and bidders are advised to make all enquiries necessary to submit an informed bid. The Regional District expressly disclaims any liability, in contract and in negligence, for any misinformation, inaccuracies or omissions in any material or information supplied by it, whether oral or written.

Section 2 - Acceptability of Tenders

Tenders must be submitted on the tender form provided, **complete with a \$50,000 Agreement to Bond Form**, (please refer to "Section 3 - Agreement to Bond" for details). Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain additions not called for, reservation, erasures, alterations or irregularities of any kind may be rejected as informal.

The Regional District reserves the right to waive any irregularities or insufficiencies and to accept the tender which it deems most advantageous.

Without limiting the generality of the foregoing, some of the conditions under which a tender may be rejected are:

- a) failure of tenderer to submit a tender in accordance with all instructions contained herein;
- b) failure of tenderer to include supplemental tenders where these are required;
- c) failure of tenderer qualifications to meet with the Regional District's satisfaction, and
- d) tender total cost which exceeds the estimate of total costs, whether the said estimate is made public or not.

Section 3 - Agreement to Bond

Every Tender shall be accompanied by an "Agreement to Bond" in the form attached to the Tender Submission and shall be executed under its corporate seal by a Surety Company lawfully doing business in the Province of British Columbia from which the Tenderer proposes to obtain the required Bonds prescribed in the Contract. In the event that the Tenderer proposes to submit an alternative Performance Guarantee, a letter from the Bank confirming that the institution is providing the Surety is required to be submitted with the Tender.

Section 4 - Contract

The work to be performed is described in the Contract Documents which are included in the Tender and Contract Document package. The successful tenderer will be required to deliver proof of insurance required by the Contract within 3 days of the Contract being awarded and prior to commencing the work.

R-1b) North

Section 5 - Discrepancies and/or Deletions

Should a tenderer find discrepancies in, or omissions from the Contract Documents, or should s/he be in doubt as to their intent or meaning, s/he should at once notify the Manager of Solid Waste Services who will send a written instruction to all tenderers. No oral interpretation shall be made by a tenderer as to the meaning of any part of the Contract Documents, or be effective to modify any of the provision of the Contract Documents.

Section 6 - Selection Criteria

All tenders received by the submission deadline and conforming to the requirements of this tender call will be evaluated on the basis of the bid price and the tenderer's equipment/supplies available.

The Regional District reserves the right in its discretion to request clarification or further information respecting any applicant or any proposal.

The Regional District also reserves the right to waive any informality in a tender or to accept an irregular or informal tender, except for the failure to pay the deposit which will render a tender incapable of acceptance.

Section 7 - Examinations

Tenderers shall examine the Contract Documents and site of the proposed Work, judging for and satisfying her/himself as to the probable conditions to be encountered and the quantities, quality and the practicability of the Work. Tenderers are required to inform themselves fully of the conditions relating to work and labour under which the Work will be performed, and shall employ as far as possible, such methods and means in the carrying out of this Work and will not cause any interruptions or interference with any other contractor agency.

Section 8 - Time for Acceptance

After the submission deadline the tenders are irrevocable and open for acceptance by the Regional District. A tender will be awarded by the Regional District notifying the successful tenderer, either orally or in writing, that it has executed the Tender and Contract form (with the signed copy to follow).

Section 9 - Withdrawal and Revision

The tenderer may, without prejudice to him/herself, withdraw, modify, or correct a tender after it has been deposited with the Regional District, provided the request for such withdrawal, modification or correction is filed with the Manager of Solid Waste Services in writing before the time set for opening the tenders. The original tender, as modified by such written communication, will be considered as the tender submitted by the tenderer.

No tenderer will be permitted to withdraw his/her tender between closing time for receipt of tenders and the actual award of the Contract, unless the award is delayed for a period exceeding thirty (30) days.

Section 10 - Taxes

Unless posted in the Tender Form the prices tendered by the Contractor in the Tender Form shall be exclusive of the Goods and Services Tax (GST).

Section 11 - Registration

Tenders may be submitted by companies or by persons operating a business as a sole proprietorship or partnership. Tenders will be considered from sole proprietorship, partnership or companies only if they are registered with the B.C. Registrar of Companies.

Note: These "Instructions to Tenderers" do not form part of the Contract for Work.

Draft

GENERAL CONDITIONS

1. Definition of Terms, in the Contract:

Container

means a Haul-All PL-6 (6 yd³) Bin;

Landfill

means a landfill described in Schedule B;

Manager

means the person appointed by the Regional District as Manager under Sections 11 and 12 of the Contract Agreement;

PL-6 Bin

means a 6 cubic yard Haul-All Model PL6 hydraulically-operated dump container, complete with concrete user dark green or brown 6 cubic yard Haul-All Model PL6 hydraulic dump container, complete with concrete user platform;

Owner

means **Peace River Regional District** (Regional District);

Refuse

means discarded materials, substances or objects accepted by the Regional District at a Transfer Station and/or Landfill;

Tender

means the written offer, or copy thereof, of the Tenderer to perform the Work specified by the Regional District in the Contract Documents, properly signed and guaranteed;

Tenderer

shall mean the individual, firm, co-partnership or corporation, or combination thereof, submitting a tender for the Work contemplated and acting directly or through a duly authorized representative;

Tip

shall mean the work to completely empty the bin of waste;

Transfer Station

means a rural/municipal solid waste transfer station described in Schedule A and C;

Work

includes the whole of the works, materials, matters and things to be done, furnished and performed by the Contractor under the Contract;

2. Contractors General Obligation:

The Contractor must perform the Work to completion, in accordance with all the contract documents, including by doing everything necessary and supplying all personal property necessary to do so. The Contractor must perform the Work applying generally accepted best standards and practices in the British Columbia industry for such work.

3. Subcontractors:

The Contractor must not engage any subcontractor to perform any of the Contractor's obligations under this Agreement unless the Regional District has first consented, in writing, to the engagement of that subcontractor. Every subcontract shall incorporate all the terms and conditions of this Contract which can reasonably be applied thereto.

4. Claims Against and Obligations of the Contractor or Subcontractor

- a) The Contractor shall ensure that all lawful obligations and lawful claims against him, such as those under "The Builders' Lien" legislation, arising out of the execution of the work are discharged and satisfied, at least as often as this Contract requires the Owner to discharge his obligations to the Contractor and shall, when called upon to do so, supply the Inspector with a Statutory Declaration deposing to the existence and conditions of such claims and obligations.
- b) The Owner may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a Subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the Contract, or from a conversion or a negotiation of the security referred to in Section 6 of the Contract Agreement, if any, directly to the obligees of and the claimants against the Contractor or Subcontractor.

5. Supervision and Labour

Personnel employed for this Work must be satisfactory to the Manager. Intoxicated, disorderly, incompetent or wilfully negligent persons who are employed on the Work, shall be removed from the Work at the direction of the Manager. The Contractor and his agents shall maintain good public relations while discharging the authority delegated to the Contractor under this Contract.

6. Delay, Non-compliance, or Default by the Contractor

- a) If the Contractor;
 - i) has made default or delayed in the commencement, execution or completion of the work or any portion hereof, and the Owner or the Inspector has given written notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for six days after such notice was communicated;
 - ii) is in default in any other manner under the Contract; or
 - iii) becomes bankrupt or insolvent,

the Owner may, without any other authorization, take all or any part of the Work out of the Contractor's hands and may employ such means as he may see fit to complete the Work.

- b) Where the work or any portion thereof has been taken out of the Contractor's hands under sub-section (a), the Contractor shall not, except as provided for in sub-section (c), be entitled to any further payments then due and payable and the obligation of the Owner to make further payments shall cease and the Contractor will reimburse the Owner for all costs, expenses and damages incurred or sustained by the Owner, by reason of the non-completion of the Work by the Contractor.

- c) Where the Work or any portion thereof has been taken out of the Contractor's hands under sub-section (a), and that portion is subsequently completed by the Owner, the Inspector shall determine the amount, if any, owing to the Contractor that is not required for the purposes of the Contract and the Owner shall authorize payment of that amount to the Contractor provided that no financial prejudice to the Owner will result.
- d) The taking of the Work, or any portion thereof, out of the Contractor's hands pursuant to sub-section (a) does not relieve the Contractor of any legal or contractual obligations other than the physical completion of the Work so taken out of his hands.

7. No additional Payments

The amount payable to the Contractor under this Contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any material incorporated in or to be incorporated in the Work, imposed under "The Excise Act", "The Excise Tax Act", "The Old Age Security Act", "The Customs Act" or "The Customs Tariff", made public after the date of the submission of the tender, an appropriate adjustment may be made.

8. Permits and By-laws

The Contractor shall comply with all laws and regulations, relating to the work, whether federal, provincial or municipal, and shall pay for all permits and certificates required in respect of the execution of the Work.

9. Additional Instructions

In the event it is found that the instructions in the Contract Document are not sufficiently clear to permit the Contractor to proceed with the Work, the Manager shall either upon his own initiative or upon request of the Contractor, furnish such additional written instructions, as may be necessary, when such request is made by the Contractor, it must be consistent with the Contract Documents and shall have the same force and effect as if contained in the Contract Documents.

10. Verbal Agreements

No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Any such verbal contact shall be considered as unofficial information and in no way binding upon the Regional District.

11. Accident Prevention

Precautions shall be exercised at all times by the Contractor for the protection of persons, employees and property. Acceptable safety procedures and applicable laws shall be observed.

12. Forfeiture of Contract

Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Regional District may, at its option, immediately provide such sufficiency of labour and deduct the cost thereof from any monies due or thereafter to become due under this Contract or from the Performance Bond. Should the above occur, the Regional District may, at its option, after giving ten (10) days written notice to the Contractor, terminate the employment of the Contractor and re-tender the Work.

If the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of creditors or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received ten (10) days' notice in writing from the Regional District to supply additional workmen, or if he should fail in the prompt payment to the Sub-Contractors or for material or labour or persistently disregard laws, ordinances or the instructions of the Manager or otherwise be guilty of substantial violation of the provisions of the Contract, then the Regional District may without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the employment of the Contractor and transfer the employment to others utilizing the Performance Bond if necessary.

13. Arbitration

In the case of any dispute between the Regional District and the Contractor during the progress of any Work, or afterwards, or after the determination or breach of the Contract as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Such notice and demand having been given, each party shall at once appoint an arbitrator and these shall jointly select a third who shall be their Chair. The decisions of any two of three arbitrators shall be final and binding on both parties.

However, if within a reasonable delay, the two arbitrators appointed by the parties do not agree upon a third, or a party who has been notified of the dispute, fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default, or both such arbitrators may, upon application of the party not in default, be appointed by a Judge of the County or Supreme Court of the Province of British Columbia.

When the Regional District or Contractor applies for arbitration, the application shall not be entertained until security in the amount of two hundred and fifty dollars (\$250.00) has been deposited by the applicant with the Manager to apply to the cost of arbitration. In case of a balance remaining to the credit of the Contractor according to the certificates of the Manager, the same may be received on account of the said security to apply to the cost of arbitration.

Arbitration proceedings shall not take place until after the completion or alleged completion of the Work except:

- a) on the question of certificate of payment, or
- b) in the case of where either party claims that the matter in dispute is of such a nature as to make immediate arbitration proceedings necessary while the evidence is available.

The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrator may decide.

14. Goods and Services Sales Tax

The Regional District recognizes that the Goods and Services Sales Tax is applicable to the purchase of products and/or services herein and the Regional District will pay the taxes accordingly. The successful Contractor will be required to itemize the appropriate taxes on all invoices submitted to the Regional District.

Draft

R-1b) North

TENDER FORM

Tender of:

(Name of Company)

(Full address, include postal code, telephone and fax number)

To supply all labour, management, equipment and materials in accordance with the Contract Documents for the project named below:

North Peace Haul-All PL6 Transfer Stations

To supply all necessary equipment and personnel to service the North Peace Route as specified in Schedule A and the Scope of Work	\$	per hour
	\$	GST
Total price	\$	per hour

To: Peace River Regional District
Box 810, 1981 Alaska Avenue,
DAWSON CREEK, BC V1G 4H8

The undersigned has carefully examined the **Invitation to Tender**, the **Tender Form**, the **Agreement to Bond**, the **Instructions to Tenderers**, the **General Conditions**, the **Scope of Work** for the **North Peace PL6 Transfer Station Route**, the **Contract Agreement** and all **Schedules** for the above named **Works**.

The undersigned has carefully examined the sites and associated works and hereby agrees to provide all necessary labour, management, equipment and all the Work in the manner prescribed herein, and in the Contract Documents and in accordance with the Regional District's requirements, for the compensation in accordance with the unit prices listed in the Tender Form.

This offer is irrevocable for thirty (30) days from the date in which the tenders are opened and if accepted within thirty (30) days, the undersigned will undertake to enter into a Contract in the form exhibited herein.

TENDER FORM (continued)

The undersigned also understands and agrees as follows:

1. Upon execution of the Contract, to deposit with the Regional District a Performance Bond in the form provided herein for the amount specified in the Instructions to Tenderers, as security for the performance of this Contract and such policies of insurance as may be required under the Contract.
2. That this Tender is made by the Tenderer without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making tender for the same work and in all respects fair and without collusion or fraud.
3. In consideration of the Peace River Regional District allowing me to tender, I agree not to withdraw my tender except as provided in the Instructions to Tenderers.
4. That no person, firm or corporation other than the Tenderer has any interest in this Tender or in the Proposed Contract for which this Tender is made and to which it relates.
5. To do extra work not covered by the Scope of Work, which may be ordered by the Manager and to accept as full compensation therefore such prices as may be agreed upon in accordance with the General Conditions of the Contract.
6. The owner reserves the right to increase, decrease, delete or vary any portion of the Scope of Work, and the Tenderer offers to do the work, whether the quantities are increased or decreased in accordance with the hourly rate listed.

Accompanying this Tender is a Surety Letter or Irrevocable Letter of Credit in the amount of Fifty Thousand dollars (\$50,000.00).

WHICH

is to be forfeited as liquidated damages in the event that the undersigned Tenderer fails to comply with the provisions thereof; otherwise such Bond, Certified Cheque or Letter of Irrevocable Credit shall be returned to the undersigned.

DATED at _____, this _____ day of _____, 2017.

Signed: _____
(Name of Company)

Per: _____
(Authorized Signing Officer)

(Address)

Agreement to Bond

Date: _____, 2017.

“Name and Address of Surety Company”

The Peace River Regional District
Box 810, 1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8

Dear Sir/Madam:

Contract No.: _____

Should the Peace River Regional District (hereinafter referred to as the “Owner” accept the Tender of and execute an agreement with _____ (Tenderer name) (hereinafter referred to as the “Tenderer”), we, the undersigned Surety Company, do hereby consent and agree to become bound to the Owner as Surety for the Tenderer in any of the following Bonds, on the standard format of the Canadian Construction Association.

√		Amount
	Performance Bond for an amount equal to \$50,000.00 for North Peace PL-6 Transfer Site Route	\$
Total amount of Bond		

We, the undersigned Surety Company, agree to furnish the Owner with the said Bonds within 7 days after written notification that the Owner has requested the said Bond or Bonds. We hereby further declare that our company is legally entitled to do business in the Province of British Columbia.

Yours truly,

(Name of Surety Company)

[C/S]

(Address)

[Note: This Agreement must be executed on behalf of the Surety Company by its authorized Officers under the Company's corporate seal.]

SCOPE OF WORK

North Peace PL-6 Transfer Station Route

1. The Contractor shall supply all personnel and equipment necessary to service the transfer station sites in the North Peace. Please refer to Schedule C - Maps for transfer station and landfill site locations.
2. The Contractor shall service the North Peace Transfer Station sites as indicated in Schedule A.
3. The truck shall be a late model waste compaction equipped vehicle that will be capable of servicing the specialized "Haul-All PL-6" (6 yd³) bins found at the various Transfer Station sites.
4. All refuse collected shall be transported to the appropriate Regional District landfill where it will be accepted for disposal during posted landfill operating hours only. Please refer to Schedule B for landfill information.
5. The Regional District will be responsible for all landfill tipping fees for the refuse delivered.
6. All equipment supplied by the Contractor shall comply with all Department of Transport regulations and standards.
7. As part of the servicing of each site the Contractor shall be responsible for leaving the site in a tidy, clean condition. This may entail the pick-up of bags and litter that may be deposited outside the transfer bins.
8. In the case where large bulky waste items or other refuse are found at the site that was not disposed of inside the bins, it will be the responsibility of the Contractor to remove and haul these items for disposal. If this waste cannot be removed and hauled at the time of regular servicing of the bins, it must be organized in a neat and tidy manner for subsequent disposal by the Contractor. This subsequent disposal of the bulky waste material must occur within 72 hours. Bagged household waste and refuse containing putrescible materials must be removed immediately to prevent scavenging by wildlife.
9. Where and when required the Contractor shall be responsible for miscellaneous hand snow removal around the bins to enable public access to the PL-6 bins. The Regional District shall be responsible for road and site snow removal, where snow removal equipment is employed.
10. The Contractor shall complete a daily tip sheet, indicating the percentage of refuse in each bin, time spent to service route, general site conditions, and other relevant details. Refer to Schedule A for sample tip sheet. All completed tip sheets must be submitted with the appropriate monthly invoices to the Regional District.
11. The Contractor must separately record fuel consumed for the complete delivery of services for this contract and annually submit this information in a report to the Peace River Regional District.

SCOPE OF WORK

continued

North Peace PL-6 Transfer Station Route

12. The attached service schedule and number of bins at each location have been designed using historical usage and are meant as a reference for bidding purposes. There will be occasions where the Contractor will be asked to supply additional services to satisfy peaks in public usage.
13. The Contractor shall be responsible to annually steam or wash all bins in the service area. The price for this service shall be incorporated in the hourly rate.
14. It shall be understood that the transfer station sites are unsupervised facilities. As a result, refuse other than household waste may be found in the bins. The presence of these items may result in poor compaction of the load and therefore maximum hauling capacity may be diminished.
15. In the event of equipment failure or breakdown the Contractor will be responsible for the supply of all alternate personnel and equipment to ensure uninterrupted service.
16. By bidding the Contractor has familiarized themselves with all aspects of the site locations, distance to and from servicing landfills and hours of operations, number of bins to be serviced and scheduling. Please make reference to Schedule A and B for verification of this information.

SCHEDULES

SCHEDULE A – North Peace PL-6 Transfer Site Schedule/Daily Tip Sheet

NORTH PEACE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Today's Date:				
Hours spent on route								Driver:				
Percentage full (in 25% increments) of all bins at each site (for empty bins, mark '0%')												
Site:	Bins	freq	1	2	3	4	5	6	7	8	9	Description of any bulky waste (mandatory)
Mile 62.5	6	3										
Milligan Creek PJ Camp	2	1										
Milligan Creek Highways	2	1										
Doig River	3	1										
Osborn	2	1										
Driver comments:												
Did you take pictures for back-up?						yes		no	Which sites?			
Any site repairs required?						yes		no	Describe?			
Did you meet the Schedule today (all sites?)						yes		no	If no (describe)			

Note: The Regional District reserves the right to add or subtract services or sites as required. This table reflects the work currently being provided at the time of tendering.

SCHEDULE B - List of Regional District Landfills

BESSBOROUGH		
Legal Description	NW ¼ Section 5, Township 79, Range 16	
Location	7 km north on 237 Road from Highway 97 South	
Hours of Operation	Monday through Saturday 8:00 am to 5:45 pm	Closed Sunday

CHETWYND		
Legal Description	District Lot 1935 and District Lot 4019	
Location	4.5 km north on Highway 29 to Blair Road	
Hours of Operation	Monday, Wednesday to Saturday 8:00 am to 5:45 pm	Closed Tuesday & Sunday

NORTH PEACE REGIONAL (Fort St. John)		
Legal Description	NW ¼, Lot 1, Plan 4992, Plan 7049, Section 22, Township 83, Range 19	
Location	4.2 km south on 269 Road from Highway 97 North	
Hours of Operation	Monday through Saturday 9:00 am to 5:45 pm	Closed Sunday

SCHEDULE C - Map

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APPENDIX 'A'

North Peace Rural Refuse Collection and Transfer Station Services Agreement

THIS AGREEMENT is dated for reference this _____ day of _____, 2017.

BETWEEN:

Peace River Regional District, a regional district incorporated under the Local Government Act, and having an address at Box 810, 1981 Alaska Avenue, Dawson Creek, BC V1G 4H8

[the "Regional District"]

AND:

[Name]

[Incorporation No.]

[Address]

[the "Contractor"]

WHEREAS, the Regional District and the Contractor wish to enter into a contract to engage the services of a Contractor for the collection and transfer of refuse from various rural sites within the region.

WHEREAS the Regional District and the Contractor wish to enter a contract for the Contractor to provide refuse collection and transfer services from transfer sites for the Regional District.

NOW THEREFORE in consideration of the promises and mutual covenants contained in this Agreement, the parties hereto agree as follows:

TERM

1. This Agreement is for a term of two (2) years, commencing June 1, 2017 subject to earlier termination in accordance with the terms of this Agreement, or unless extended by mutual agreement for consecutive one (1) year periods.

PAYMENT

2. Subject to Sections 4 and 5, the Regional District must pay to the Contractor, on the last day of each month, the amount calculated in accordance with the rates set out in the Tender Form for the Work performed by the Contractor in the month prior to the month in which payment is made.

CONTRACT AGREEMENT

3. The Contractor must on or before the 15th day of each month give to the Regional District a fee for service invoice for the Work done by the Contractor in the calendar month prior to the month in which the invoice is given, which invoice must set out in detail the Work done in that previous month and the rates set out in the Tender Form that are applicable to that Work.

FUEL RATE ADJUSTMENT

4. The Parties may adjust the Rates monthly within the Term in accordance with the following principles:

- (a) the Rate shall include the following cost components which will stay the same for the Term:

Cost Component	
Fuel	20%

- (b) cost components shall be determined and adjusted individually as follows:

- (i) Monthly Fuel Escalation/De-escalation: Fuel represents 20.0% of the Hourly rate noted in the tender form. Monthly fuel price adjustments will be based upon an increase or decrease in the price of fuel from bid date, and will be calculated as shown in the example at paragraph (c) below.

Each month following the contract commencement date, the contractor may adjust their original contract unit rate reflecting the change in the price of fuel. This will be calculated by the change in the fuel rate, in \$ per litre, at the end of the corresponding reported month, and then compared with the price of fuel at the commencement date of the contract. It shall be understood that for the basis of all fuel adjustments the reference fuel outlet shall be the Dawson Creek CO-OP bulk station located in Dawson Creek, BC, or other fuel supply as agreed by the Regional District and the Contractor.

All invoices reflecting price adjustments must include all calculations verifying the unit rate change for invoice justification and shall be based on the original fuel rate of the contract commencement date of June 1, 2017.

- (c) Adjustments, if any, will be based upon percentage change in aggregate or average prices, as indicated in the proportions shown in the rate adjustment clause "a" and "b", and illustrated below:

Example #1: Fuel Calculation First Month

Current rate	=	\$200.00/Hour
Bid Rate Per Load	=	\$200.00/Hour
Bid Date Fuel Price	=	\$1.2800 per litre, excluding applicable taxes
Prior Monthly End Fuel Price	=	\$1.3568 per litre, excluding applicable taxes
Fuel increase	=	6% increase over base fuel rate of \$1.2800 per litre
Adjustment Calculation	=	$\$200.00 \times 0.20 = \$40.00 \times 1.06 = \$42.40$
New Rate	=	$(\$42.40 - \$40.00) + \$200.00 = \$202.40/\text{Hour}$

Example #2: Fuel Calculation Second Month

Previous month's rate	=	\$202.40/Hour
Bid Rate Per Load	=	\$200.00/Hour
Bid Date Fuel Price	=	\$1.2800 per litre, excluding applicable taxes
Prior Monthly End Fuel Price	=	\$1.2030 per litre, excluding applicable taxes
Fuel increase	=	6% decrease over base fuel rate of \$1.2800 per litre.
Adjustment Calculation	=	$\$200.00 \times 0.20 = \$40.00 \times 0.94 = \$37.60$
New Rate	=	$(\$37.60 - \$40.00) + \$200.00 = \$197.60/\text{Hour}$

PERFORMANCE SECURITY

5. As security for the Contractor's prompt and faithful performance of its obligations under this Agreement, including its warranty of the Work, the Contractor shall provide the Regional District, at the time of execution of this Agreement, performance security in the amount of \$50,000.00 (not including GST), which security shall be in effect until the end of the Contract Term and which security may, at the option of the Contractor, be in the form of cash or an irrevocable and unconditional letter of credit satisfactory to the Regional District (provided that if a letter of credit is provided which expires before the end of the Contract Term, then the Regional District may draw down on the letter of credit unless the Contractor provides a replacement letter of credit at least two weeks prior to expiry of the original letter of credit).

The Contractor agrees that the Regional District may use this performance security to cover all its own costs of remedying any default of the Contractor under this Agreement, including any failure of the Contractor to warrant the Work.

At the conclusion of the Contract Term, the performance security remaining, if any, shall be returned without interest to the Contractor.

If the Contractor breaches any term of this Contract, the Regional District may draw on the Performance Bond or Letter of Irrevocable Credit and apply the proceeds on account of any damages or expenses of any kind suffered or incurred by the Regional District as a result of the breach.

PAYMENT WITHHELD

6. The Regional District may withhold the whole or part of any payment to the Contractor to the extent necessary to protect itself from loss on account of one or more of the following:
 - a) A breach of this Agreement by the Contractor;
 - b) Defective Work is not being remedied in a timely fashion by the Contractor;
 - c) The Contractor is failing to make prompt payments to anyone employed or engaged by the Contractor to do Work required of the Contractor under this Agreement;
 - d) There exists unsatisfied claims for damages against the Contractor by anyone employed on or engaged by the Contractor to do Work required of the Contractor under this Agreement.

COMPLIANCE WITH ENACTMENTS

7. The Contractor must comply with all laws and enactments that are applicable to the transport or deposit of Refuse, and, without limiting the foregoing, must obtain, and maintain, all permits and approvals required under any enactment for or in respect of the transport or deposit of Refuse.

MANAGER

8. The Regional District may, by giving written notice to the Contractor, designate a person as Manager for the purposes of this Agreement.
9. The Manager may give directions to the Contractor respecting the removal, transportation or disposal of Refuse and the Contractor must comply with such directions.

PAYMENT OF SUPPLIERS

10. Where subcontractors or suppliers of material are not receiving prompt payment, the Regional District may make payments to such sub-contractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

OWNERSHIP OF REFUSE

11. All Refuse is the property of the Regional District.

REMOVAL OF TRANSFER STATIONS

12. If, for any reason, the Regional District cannot lawfully operate a Transfer Station, or decommissions a Transfer Station as part of its transfer station upgrade strategy, it may by notice in writing to the Contractor terminate the obligations of both parties under this Agreement in respect of that Transfer Station.

WORKERS

13. All workers employed by the Contractor or a subcontractor must have sufficient knowledge, skill and experience to perform properly the Work assigned to them and be tactful and courteous in dealing with the public. Any worker employed by the Contractor or a subcontractor who, in the opinion of the Regional District, does not perform his Work in a skillful manner, or appears to be incompetent or appears to act in a disorderly or intemperate manner, shall, at the written request of the Regional District, be removed from the site of the Work immediately and shall not be employed again in any portion of the Work without the approval of the Regional District.

TERMINATION

14. If the Contractor:
- a) commits any act of bankruptcy, or
 - b) makes a general assignment for the benefit of its creditors, or
 - c) if a receiver is appointed on account of its insolvency or in respect of any of its property,

then, in any such case, the Regional District may, without notice, terminate this Agreement and retain the Performance Security.

15. If the Contractor:
- a) fails to comply with any request, instruction or order of the Regional District,
 - b) fails to make prompt payment to anyone employed or engaged by the Contractor to do the Work,
 - c) fails to comply with statutes, regulations, by-laws or directives of relevant authorities relating to the Work,
 - d) fails to prosecute the Work with skill and diligence,
 - e) assigns the Agreement or any portion thereof without the Regional District's written consent, or
 - f) refuses to correct defective Work,

or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Agreement, then, in any such case, the Regional District may, upon expiration of ten days from the date of written notice to the Contractor, terminate this Agreement and retain the Performance Security.

16. Any termination of the Agreement by the Regional District, as aforesaid, shall be without prejudice to any other rights or remedies the Regional District may have.

R-1b) North

Peace River Regional District

North Peace Rural Refuse Collection and Transfer Station Services Tender 06-2017

17. If the Regional District terminates the Agreement, the Regional District may, without limiting any other remedy it may have:
- a) finish the Work by whatever means the Regional District may deem appropriate under the circumstances;
 - b) withhold any further payments to the Contractor;
 - c) recover from the Contractor any loss, damage or expense incurred by the Regional District by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor, with any balance to be paid by the Contractor to the Regional District).

TERMINATION WITHOUT CAUSE

18. Without limiting Sections 17, 18, 19 and 20 the Regional District or the Contractor may terminate this Agreement for any reason upon 60 days' written notice to the other party.

PROVISIONS FOR CANCELLATION OF CONTRACT

19. The Owner reserves the right to cancel this Contract without cause on 60 days' notice in which event the Contractor shall be paid by the Owner (insofar as such amounts shall not have already been covered by payments on account made to the Contractor) for all work executed prior to the date of termination, and in addition:
- a) the amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed, and a proper proportion (as certified by the Manager) or any such items, the work or service comprised in which, has been partially carried out or performed, insofar as such expenditures shall not have been covered by the aforementioned payments;
 - b) the cost of materials or goods reasonably ordered for the work or temporary work which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Owner upon such payment being made);
 - c) the cost of removal of the Contractor's construction equipment and small tools from the works and (if required by the Contractor) return thereof to the location that shall have been considered the Contractor's headquarters for the works or to any other destination at no greater cost.

Provided always that, against any payments due from the Owner hereunder, the Owner shall be entitled to be credited with any sum previously paid by the Owner to the Contractor in respect of the execution of the works and the Owner shall not pay or be liable to pay any bonus, damage or other claim by the Contractor for loss of his expected profit on the uncompleted portions of the works.

CHANGES TO THE CONTRACT

20. It shall be noted that the Regional District is currently reviewing its Solid Waste Management Plan. The Plan will establish guidelines and objectives in the future management of solid waste and solid waste facilities. As a result of this review different methods of solid waste disposal and collection may be implemented, these changes may affect the work or parts of this Contract. The Regional District reserves the right to cancel this Contract should the work change significantly or in the event the Contract is no longer required.

INSURANCE

21. The Contractor must provide and maintain throughout the term of this Agreement, and pay for the following insurance policies, providing coverage to the Contractor, the Regional District and any subcontractor performing Work provided by this Agreement:

- a) Comprehensive General Liability Insurance, and
- b) Automobile Liability Insurance

The Contractor must provide proof of WorkSafe coverage, annually, for every year of the Contract term.

Comprehensive General Liability Insurance

- a) The Contractor must provide Comprehensive General Liability Insurance with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for personal injury, death and damage to property including the loss of use thereof and shall include coverage for:
 - i.) premises, activities and operations liability
 - ii.) blanket contractual liability
 - iii.) cross liability
 - iv.) contingent employer's liability
 - v.) owners and contractors protective
 - vi.) occurrence basis property damage
 - vii.) broad form property damage
 - viii.) employees as insureds
 - ix.) personal injury
 - x.) broad form loss of use
 - xi.) public liability
- b) The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part of parts of the Work.
- c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Agreement. The policy shall be endorsed to provide the Regional District with not less than fifteen (15) days' notice in advance of cancellation or termination.
- d) The policy shall include the Regional District as an Additional Insured.

Automobile Liability Insurance

- a) The Contractor shall provide and maintain liability insurance in respect of owned, non-owned and leased or rented licensed vehicles, subject to limits of not less than Five Million (\$5,000,000.00) Dollars inclusive.
- b) The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part of parts of the Work.
- c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Agreement. The policy shall be endorsed to provide the Regional District with not less than fifteen (15) days' notice in advance of cancellation or termination.
- d) The policy shall include the Regional District as an Additional Insured.

WORKERS' COMPENSATION

- 22. The Contractor must maintain Workers' Compensation (WorkSafe BC) Insurance in order to fully protect its employees and the Regional District, and must show proof of payment in good standing with the Workers' Compensation Board. The Contractor must provide proof of WorkSafe coverage, annually, for every year of the Contract term.

ACCESS

- 23. The Regional District has the right to inspect the Contractor's vehicles and equipment at all reasonable times.

GOVERNING LAW

- 24. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

AUTHORITY

- 25. The Contractor represents and warrants that it has full authority to enter into this Agreement and to carry out the actions contemplated herein and that all resolutions and preconditions to validity have been duly adopted.

INDEMNITY

26. The Contractor must indemnify and hold harmless the Regional District, its elected officials, officers, agents and employees from and against all liabilities, losses, damages, personal injury, death, property loss or damage, actions, causes of actions, costs (including legal fees and costs) or expenses in connection with loss of, or damage or injury (including death) to, any person or property that occurs in whole or in part as a direct or indirect result of breach of this Agreement by the Contractor or anything done in connection with the performance of this Agreement by the Contractor or by any person acting under or on behalf of the Contractor, whether suffered, incurred or made by the Contractor or an employee of the Contractor or by a third person and whether or not caused through a wilful or negligent act or omission or other actionable wrong of the Contractor, its officers, agents, employees, or subcontractors, or any of their officers, agents, or employees, and at its expense the Contractor must defend any and all actions and pay all damages and legal costs and other costs arising therefrom.

PERFORMANCE REVIEWS

27. The Regional District intends to conduct reviews of the Contractor's performance under this Agreement at least four times each year. The Contractor shall supply the Regional District with all information which may be reasonably necessary to enable it to complete the performance reviews referred to in this section.

RECORDS

28. The Contractor must maintain detailed, complete, accurate and up to date books of accounts and records relating to its operations under this Agreement or to the valuation of its Work under this Agreement.

AUDIT

29. The Regional District has the right at all reasonable times to inspect any of the Contractor's books of accounts or records relating to its operations under this Agreement, and the Contractor must, forthwith after a request from the Regional District, make such books of accounts and records available for inspection by the Regional District.

SUSPENSION OF WORK

30. The Regional District shall have the right, which may be exercised from time to time without invalidating the Agreement, to suspend performance by the Contractor of any part or the whole of the Work for such reasonable period of time as the Regional District may notify the Contractor. Save to the extent any such suspension arises from default by the Contractor, the Regional District shall pay to the Contractor the reasonable extra expenses incurred by the Contractor arising from the suspension, provided that in no event will the Regional District be liable to the Contractor for loss of profit, interest lost or any other damages or loss occasioned by the Contractor by reason of any such suspension of the Work. Such extra expenses shall be supported by audit, if necessary, carried out by auditors acceptable to the Regional District, prior to payment of same.

CHANGES IN THE SCOPE OF WORK

31. The Regional District may, without invalidating the Agreement, direct the Contractor to make changes to the Work. When a change causes an increase or decrease in the Work, the fee for the Work shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon the Regional District and the Contractor. All such changes shall be in writing.

NOTICE

32. Any notice, waiver or other communication which may be, or is required to be, given under this Agreement must be in writing and be delivered or sent by facsimile transmission addressed to the other party at the address or facsimile number for that party set out on page 1 of this Agreement, or to such other address or facsimile number of which notice has been given as provided in this section.
33. Any notice, waiver or other communication that is delivered is to be considered to have been given on the next business day after it is dispatched for delivery. Any notice, waiver or other communication that is sent by fax transmission is to be considered to have been given on the day it is sent, if that day is a business day, and if that day is not a business day, it is to be considered to have been given on the next business day after the date it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

SEVERANCE

34. If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

BINDING ON SUCCESSORS

35. This Agreement ensures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

WAIVER

36. Waiver of any default by either party must be express and in writing to be effective, and a waiver of particular default does not waive any other default.

ENTIRE AGREEMENT

40. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

As evidence of the Agreement of the parties to be bound by the above terms and conditions of this Agreement, they have caused to be affixed below their respective corporate seals, attested to by the signatures of their respective officers duly authorized for that purpose, on the dates set out below:

THE CORPORATE SEAL of the Peace River)
Regional District was hereunto affixed)
in the presence of:)

Chair)

Chief Administrative Officer)

(c/s)

Authorized signatory for the Company)
was hereunto affixed in the presence of:)

(c/s)

Authorized signatory)

Witness

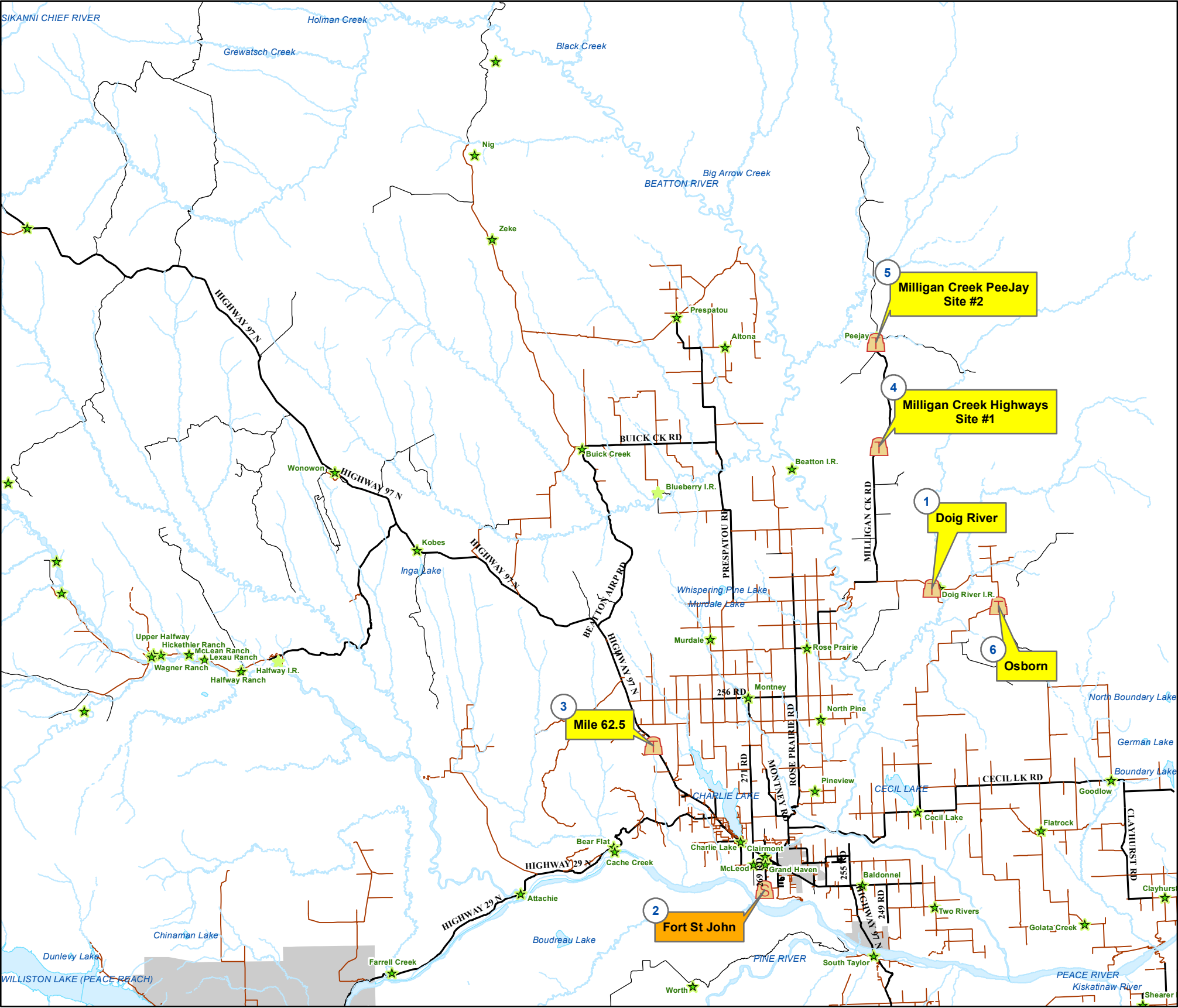
Authorized signatory)

Witness name (print)

Address

RURAL REFUSE COLLECTION & TRANSFER SERVICES CONTRACT

NORTH PEACE PL-6 TRANSFER SITE ROUTE



- 1

Doig River Transfer Site

From the intersection of Doig Rd and Milligan Ck Rd, travel 8.2 kms east on Doig Rd OR from the intersection of Doig Rd and Siphon Ck Rd, travel 10 kms west on Doig Rd. Site is located on the north side of the road.
- 2

Fort St John Solid Waste Site

From the intersection of Hwy 97 N and 269 Rd, travel 4.2 kms south on 269 Rd to the intersection of 240 Rd, stay travelling south for 300 m, then follow signs.
- 3

Mile 62.5 Transfer Site

From the intersection of Hwy 97 N and Hwy 29 N, travel 13.2 kms northwest on Hwy 97 N to the intersection of Dump Rd. Turn left and follow dump rd for 130 m. Site is located at the end of Dump Rd.
- 4

Milligan Creek Highways Transfer Site

Site #1 - From the intersection of Milligan Ck Rd and Doig Rd, travel 18.6 kms north on Milligan Ck Rd.Site is located on the east side of road.
- 5

Milligan Creek Pee Jay Transfer Site

Site #2 - From the intersection of Milligan Ck Rd and Doig Rd, travel 34 kms north on Milligan Ck Rd. Site is located at the PeeJay Camp.
- 6

Osborn Transfer Site

From the intersection of Siphon Ck Rd and Cecil Lk Rd, travel 37.3 kms north on Siphon Ck Rd to Osborn Dump Rd OR from the intersection of Doig Rd and Siphon Ck Rd, travel 4.8 kms south on Siphon Ck Rd to Osborn Dump Rd. Site is located on the south side of Osborn Road.

Solid Waste Site

Transfer Site

Transtore

Carcass Pit

Rural Community

Water Feature

Hard Surface

Gravel

Seasonal

Not maintained by Min. of Highways

Municipal Boundary

168000

8000

0000

16000

32000

48000

Kilometers

1:600,000



PEACE RIVER REGIONAL DISTRICT

Waste Transfer Station Operation and Haulage Tender and Contract #XX-2017

Closing Date: 2:00 p.m. (local time), May 12, 2017

**Submit Tenders to:
Peace River Regional District
1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8**

**Telephone: (250) 784-3200
Toll Free: 1-800-670-7773
Fax: (250) 784-3201
www.prrd.bc.ca**

DRAFT

Contact:
Phil Kovacs, Manager of Solid Waste Services
prrd.dc@prrd.bc.ca

diverse. vast. abundant.

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ATTACHMENT A – FORM OF TENDER

Attachment A-1 – Bidder's Experience, Reputation and Resources

Attachment A-2 – Methods Statements (Service Delivery Plan)

Attachment A-3 – Bidder's Schedule of Prices

Attachment A-4 – Letter of Intent

ATTACHMENT B – DRAFT CONTRACT

Draft Contract

Schedule 1 – Method Statements

Schedule 2 – Transfer Stations and Site Plans

Schedule 3 – List of Regional Landfill Site, Maps and Opening Hours

Schedule 4 – Regional Recycling Sites, Maps and Opening Hours

Schedule 5 – Schedule of Prices

Schedule 6 – Performance Bond

ATTACHMENT C – PERFORMANCE BOND

ATTACHMENT D – SCOPE OF WORK

ATTACHMENT E – SITE INFORMATION

ATTACHMENT E-1 – Site Descriptions

ATTACHMENT E-2 – Haulage Information

Draft

PEACE RIVER REGIONAL DISTRICT

WASTE TRANSFER STATION OPERATION AND HAULAGE

TENDER

1. INVITATION

- 1.1 The Peace River Regional District (the “District”) has issued this tender (the “Tender”) to invite interested parties to submit Tenders (each a “Tender”) to provide operating and hauling services (the “Services”) with respect to waste transfer stations (the “Transfer Stations”) as generally described below. You may submit a Tender for more than one grouping

- The Transfer Stations are located at:

North Peace	
Cecil Lake	4484 – 248 Rd
Rose Prairie	12452 260 Road (30 km north of Fort St. John)
Prespatou	13139 Altona Road
Wonowon	18868 Highway 97 North
Buick Creek	19468 Aitken Creek Rd
Goodlow	13197 Clayhurst Rd
Pink Mountain	24740 Cypress Creek Road
Upper Halfway	19337 Upper Halfway Road
South Peace*	
Dawson Creek Transfer Station	829 Highway 49
Kelly Lake	280 Kelly Lake Road
Tomslake	15093 Old Edmonton Hwy
Rolla	5207 – 213 Road
West Peace**	
Moberly	6464 Lakeshore Drive

* A Waste Transfer Station is expected to be constructed in Lebel, within the South Area of the District, in the next 2-3 years. This site will be included in the Services upon construction completion subject to section 9.1 in the Draft Contract.

** Additional Waste Transfer Stations are expected to be constructed in Groundbirch, Hasler Flats, and Lone Prairie within the West Area of the District in the next 2-3 years and will be included in the Services upon construction completion, subject to section 9.1 in the Draft Contract. Any additional stations that may be constructed within the West Area of the District will also be included in the Services upon their completion.

- The Services for each Transfer Station will generally include the operation and maintenance of certain waste compaction equipment, the supply, operation, haulage, and maintenance of roll off containers, the operation of the Transfer Station and the hauling of contained and compacted waste from the Transfer Station to designated disposal sites and recycling sites. A more detailed Scope of Work can be found in Attachment D – Scope of Work and additional site information can be found in Attachment E – Site Information.

2. ELIGIBILITY TO PARTICIPATE

- 2.1 Any interested party (each a “Bidder”) is eligible to participate in the Tender and submit a Tender.
- 2.2 Any firm or individual may participate as a member of only one Bidder.

3. SUBMISSION REQUIREMENTS

- 3.1 Tenders must be received on or before 2:00 p.m. local time on the Friday May 12, 2017 (the “Closing Time”) at the following location:

Peace River Regional District
1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

The Closing Time will be established by the time shown on the clock used by the District for that purpose.

- 3.2 Three (3) hardcopy and one pdf electronic copy of the Tender and associated forms and schedules should be delivered in a sealed envelope clearly marked on the outside with the Tender Name “Waste Transfer Station Operation and Haulage” and number.
- 3.3 It is a Bidder’s sole responsibility to deliver its Tender to the delivery place set out in Section 3.1 prior to the Closing Time. The District will not consider or accept any Tender received after the Closing Time and will, upon request of the Bidder, return a late Tender to the Bidder.

3.4 Faxed or e-mailed Tenders will not be considered or accepted.

3.5 Amendment to a Bidder's previously submitted Tender may be submitted by fax or e-mail but any such submission should not indicate the total final price, but only indicate the amount of the revisions, if any, to the Bidder's price as set out in the previously submitted Tender. Any revision must be received prior to the Closing Time. If a Bidder does elect to use fax or e-mail, the Bidder bears all risk that the District's electronic equipment and systems are functioning properly and that the submission is received by the District prior to the Closing Time.

3.6 All Tenders should be in English.

4. TENDER DOCUMENTS

4.1 The documents which form part of this Tender (collectively the "Tender Documents") are as follows:

- This Tender;
- Attachment A – Form of Tender;
- Attachment A – 1 – Bidder's Experience, Reputation and Resources
- Attachment A – 2 – Method Statement (Service Delivery Plan)
- Attachment A – 3 – Bidder's Schedule of Prices
- Letter of Intent, Attachment A – 4 of this Tender
- Attachment B – Draft Contract, including all schedules and attachments as may be referred to in the Draft Contract;
- Attachment C - Performance Bond, to be completed by the Bidder and it's Surety; and
- Issued addenda (if any).

4.2 All Tender Documents, including any addenda and reference information (if any) relating to this Tender, will be posted on BC Bid at www.BCBid.gov.bc.ca ("BC Bid") and <http://www.prrd.bc.ca>. It is the sole responsibility of a Bidder to check these websites to be sure the Bidder has all available information before submitting a Tender.

4.3 Bidders are responsible to review the Tender Documents to verify they are complete and should immediately notify the Contact Person in writing if the Tender Documents appear to be incomplete, or contain any discrepancies, inconsistencies, ambiguities, errors or omissions, or if conditions at the Transfer Station sites differ from those described in the Tender Documents.

- 4.4 Any additional information made available to Bidders prior to the Closing Time by the District or representative of the District, which is not expressly included in the Draft Contract does not form part of this Tender and will not be included in the Final Contract. Such additional information is made available only for the assistance of Bidders who must make their own judgment about its reliability, accuracy, completeness and relevance and neither the District nor any representative of the District gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.
- 4.5 All capitalized terms that are used but not defined in this Tender but are defined in other Tender Documents will have the meanings given to such terms in the applicable Tender Document, unless the context requires otherwise.
- 4.6 Bidder shall submit Method Statements which describe the services to be provided as set out in Attachment A-2 Scope of Work and Method Statements (Service Delivery Plan [SDP]). The Method Statements will be assessed for the evaluation of the Tender submissions.
- 4.7 The Regional District requires that the Contractor develops, operates and maintains a performance monitoring system for the duration of the delivery of the Contract. This shall include a system to revise the SDP as required either as a result of a reasonable request from the Regional District or due to the Contractor failing to meet one or more of the performance criteria.
- 4.8 The SDP should be annually reviewed and updated by the Contractor as an appendix to the annual report (Method Statement 1). The annual review and update of the SDP shall include a detailed review of all Method Statements and key performance indicators (KPI).
- 4.9 The purpose of the SDP is to provide the Contractor with an operational management tool for the delivery of the Services.
- 4.10 The SDP shall be comprised of the following Method Statements:
1. Service Management
 2. Waste Transfer Station Management
 3. Haulage Provisions
 4. Staffing
 5. Health & Safety
 6. Mobilisation, Expiry and Handback
- 4.11 All Bidders shall complete the form attached as Appendix A – 4 “Letter of Intent”, as a means of providing contact information for receipt of Addenda or other information pertaining to this Tender. This form should be returned to the Regional District no later than three (3) working days following the date of issue of the Tender package received or picked up by the Bidder. Failure to return this form may result in Bidders not receiving important information about this Tender.

- 4.12 All Bidders shall provide the Agreement to Bond as Attachment C. This shall be returned with the completed Tender. Failure to return this Agreement to Bond may result in Bidders not being considered further.

5. ENQUIRIES AND ADDENDA

- 5.1 All enquiries regarding this Tender should be directed to the person listed below (the "Contact Person"):

Phil Kovacs, Manager of Solid Waste Services
Peace River Regional District
1981 Alaska Avenue
Dawson Creek BC V1G 4H8
Telephone: 250-784-3200
Email: prrd.dc@prrd.bc.ca

- 5.2 If the District, in the District's sole discretion, determines that a clarification, addition, deletion or revision of any of the Tender Documents is required then the Contact Person will issue a written addendum which will be posted on <http://www.prrd.bc.ca>. The only way this Tender may be added to, or amended in any way is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this Tender or may be relied upon by any Bidder. By delivery of a Tender, a Bidder is deemed to have received, accepted and understood the entire Tender, including any and all addenda.

- 5.3 With respect to enquiries received by the Contact Person in accordance with this Section, the following applies:

- a) if the Contact Person responds, the response will be in writing and may be by e-mail;
- b) the Contact Person may decide to decline to answer an enquiry, considering fairness to all Bidders and the integrity of this Tender process;
- c) a Bidder may request that a response to an enquiry be kept confidential if the Proponent considers the enquiry is commercially confidential to it. If the District decides that an enquiry or the District's response must be distributed to all Bidders, then, subject to Section a)a.i.d), the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and
- d) any enquiry and response may in the District's sole discretion be distributed to all Bidders, or the Contact Person may keep either or both the enquiry and response confidential, if in the judgment of the District it is fair and appropriate to do so.

6. FORM OF TENDERS

- 6.1 Tenders should be submitted in the form and include the content described in Attachment A – Form of , Attachments A-1, A-2, A-3 and A-4.
- 6.2 A Tender must be signed by an authorized signatory of the Bidder.
- 6.3 If the Bidder is a corporation then the full name of the corporation must be included, together with the names and signatures of authorized signatories.
- 6.4 If the Bidder is a partnership or a joint venture then the name of the partnership or joint venture and the name of each partner or joint venture must be included, and an authorized signatory of each partner or joint venture must sign. If a partner or joint venture is a corporation then such corporation must sign as indicated in Section 6.3.
- 6.5 If the Attachment A – Form of calls for numbers in both words and figures, in the event of a discrepancy the words shall govern.

7. SITE CONDITIONS

- 7.1 Bidders, either personally or through a representative, have the responsibility to be knowledgeable of all site conditions at all Transfer Stations that they plan to bid on and of all conditions applicable to hauling of waste to the designated disposal sites before submitting a Tender and to be familiar with and make allowance for all factors relating to the conditions at the Transfer Stations that might affect the performance of the Final Contract, including the location of the Transfer Stations and the designated disposal sites, local conditions, and topographical soil conditions, access to all places required to perform the Services, existing structures and utility services above or below the surface, weather, the availability of labour and materials and any other relevant matters. By submitting a Tender, a Bidder will be deemed to have undertaken any required inspection and to have taken account of conditions at the place where the Services are to be performed in the preparation of its Tender. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the place where the Services are to be performed which were reasonably foreseeable by a person or entity qualified to undertake the Final Contract that was knowledgeable of, and inspected, the place for the performance of the Services.
- 7.2 Site Visits of select Transfer Stations will be scheduled to provide an example of the “pit” system used by the Regional District for disposal of bulky inert waste and wood waste (Rose Prairie Transfer Station) and example of the scale system and lock block rail system (Prespatou Transfer Station) while also providing tours of each Tier 1 and Tier 2 transfer station. Site Visits of select Transfer Stations will be scheduled as follows:

Rose Prairie, Prespatou, and Buick Creek on Monday April 24th Time: 10am at the Rose Prairie Transfer Station, then convoy to the other sites – Prespatou Transfer Station followed by Buick Creek Transfer Station.

Rolla and Dawson Creek Transfer Stations will be scheduled for Tuesday April 25th Time: 1:30pm at the Dawson Creek Transfer Station, then convoy over to Rolla Transfer Station.

Moberly Lake Transfer Station will be scheduled for Wednesday April 26th Time: 10am at the Moberly Lake Transfer Station

- 7.3 Unless specifically and expressly stated otherwise in the Tender Documents, the District assumes no responsibility for the accuracy or completeness of any site information included in the Tender Documents or otherwise made available by the District to Bidders, and a Bidder is required to form its own judgment of any such information.

8. COMMERCIAL TERMS

- 8.1 The Draft Contract documents describe the proposed commercial terms for the Final Contract. If any such term is unacceptable to a Bidder, the Bidder may propose amendments to the commercial terms. Any such amendment should include a rationale for the amendment.

9. TENDER EVALUATION

- 9.1 The evaluation of Tenders to identify the Preferred Bidder will be carried out by the District (the “**Evaluation Panel**”). The Evaluation Panel may be assisted with the evaluation of Tenders by other persons as the Evaluation Panel may decide it requires the inclusion of other employees of the District, third party consultants and advisors.
- 9.2 The Evaluation Panel will compare and evaluate the Tenders to identify the Tender or Tenders that the Evaluation Panel judges to be the most advantageous to the District, using the following criteria (the “**Evaluation Criteria**”):
- a. the Bidder’s demonstrated strength and ability to perform the Services with particular reference to the Bidder’s responses in Attachment A-1 of the Tender;
 - b. the Bidder’s technical Tender for the performance of the Services as outlined particularly in the Bidder’s responses in Attachment A-2 of the Tender, and including any proposed amendments to the commercial terms of the Draft Contract; and
 - c. the Bidder’s demonstrated financial strength to undertake the Services, and the Bidder’s financial Tender for the performance of the Draft Contract as described in the Bidder’s responses in Attachment A-3 of the Tender.

9.3 In order to provide Bidders with a general guide as to the relative importance of the evaluation criteria, the District anticipates that the relative weighting will be as follows:

- Experience (evaluation criteria a) – 25%;
- Technical (evaluation criteria b) – 25%; and
- Financial (evaluation criteria c) – 50%.

However the Evaluation Panel will not be obligated to apply these weightings strictly, and may select as the Preferred Bidder the Bidder which the Evaluation Committee overall determines is the most advantageous to the District.

The Evaluation Panel may select a Tender that includes amendment to the Draft Contract commercial terms as invited under Section 8.12b. It will not be required that the Preferred Bidder include a “base” Tender that fully complies with the Draft Contract documents.

9.4 The Evaluation Panel may apply the Evaluation Criteria on a stand-alone basis or a comparative basis, evaluating the Tenders by comparing one Bidder’s Tender to another Bidder’s Tender to determine the Tender judged to be most advantageous to the District. The Evaluation Panel will be guided by, but not required to strictly follow, the weightings set out in Section 9.3 in judging which Tender is the most advantageous to the District.

9.5 To assist in evaluation of the Tenders, the Evaluation Panel may, in its sole discretion, but is not required to:

- conduct reference checks as the Evaluation Panel may consider necessary, and rely on and consider any relevant information from such references and background investigations in the evaluation of Tenders;
- seek clarification or additional information from a Bidder with respect to its Tender and consider such supplementary information in the evaluation of the Tender;
- request interviews with any, some or all of the Bidders to obtain clarification of a Tender and consider such supplementary information received from any interviews in the evaluation of Tenders; and
- decide not to complete a detailed evaluation of a Tender if the Evaluation Panel concludes, having undertaken a preliminary review of the Tender, that the Bidder or Tender as compared to all the Tenders is not in contention to be selected as the Preferred Bidder.

- 9.6 The Evaluation Panel will recommend to the Solid Waste Committee the Tender that it determines is most advantageous in accordance with this Tender Request. The Evaluation Panel will not be obligated to recommend the Tender that offers the lowest price or cost. The Solid Waste Committee may accept or reject the Evaluation Panel's recommendation.

10. FINAL NEGOTIATION AND AWARD

- 10.1 If the District selects a Bidder (the "Preferred Bidder"), then it will enter into discussions with the Preferred Bidder to clarify any outstanding issues and attempt to finalize the terms of the Final Contract, including financial terms, and if the parties reach agreement the District will offer to enter into the Final Contract with the Preferred Bidder.
- 10.2 The District reserves the express right in its sole discretion to negotiate changes to the Draft Contract and also to any provision of the Preferred Bidder's Tender, including the right to negotiate reductions in the prices as set out in the Preferred Bidder's Tender.
- 10.3 If at any time the District forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time then the District may give the Preferred Bidder written notice to terminate discussions, in which event the District may then open discussions with another Bidder or terminate this Tender and proceed with the Services in some other manner.
- 10.4 After the Final Contract has been finalized with the Preferred Bidder, the District may upon request from an unsuccessful Bidder, conduct a debriefing for that unsuccessful Bidder.

11. RESERVATION OF RIGHTS

- 11.1 Notwithstanding any other provision in the Tender Documents, no term or condition shall be implied based on any practice or custom in the waste facility operation and waste haulage industries and the District reserves the right to in its sole discretion to:
- amend the scope of the Services, and/or modify, suspend or terminate this Tender or the Services at any time for any reason and reissue a tender or undertake another procurement process for the same or similar scope of Services;
 - accept or reject any Tender based on the Evaluation Panel's evaluation of the Tenders in accordance with the Tender, and in particular the District is not obliged to select the Tender with the lowest price;
 - waive a defect or irregularity in a Tender and accept that Tender; and

- reject, disqualify or not accept any or all Tenders without any obligation, compensation or reimbursement to any Bidder or any of its team members.

11.2 This Tender does not commit the District in any way to select a Preferred Bidder or enter into the Final Contract.

12. NO REPRESENTATION OR WARRANTY

12.1 Each Bidder acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by the District, the Contact Person or any advisor to the District, other than the information contained in this Tender. Submission of a Tender is deemed to be conclusive evidence that the Bidder accepts the terms of this Section 12.2. The District accepts no responsibility for any Bidder lacking any information.

12.2 Neither acceptance of a Tender nor execution of the Final Contract shall constitute approval of any activity or development contemplated in that Tender that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

13. BIDDER'S EXPENSES

13.1 Bidders are solely responsible for their own expenses in preparing, and submitting Tenders, and for any meetings, negotiations or discussions with the District or their representatives and consultants, relating to or arising from this Tender including where the Tender process is cancelled and the Contract not awarded to any Bidder.

14. NO CLAIM FOR COMPENSATION

14.1 Each Bidder, by submitting a Tender, irrevocably:

- agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the District or any of its employees, directors, officers, advisors or representatives for any costs, damages or other compensation for any Claim or matter relating directly or indirectly to this Tender (including, without limitation, in the event that the District rejects or disqualifies or for any other reason fails to accept a Tender, accepts a non-compliant Tender or otherwise breaches the terms of this Tender or any duties arising from this Tender); and

- waives any Claim against the District or any of its employees, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if no agreement is entered into with respect to the Services between the Bidder and the District for any reason whatsoever, including, without limitation, in the event that the District rejects or disqualifies or for any other reason fails to accept a Tender, accepts a non-compliant Tender or otherwise breaches the terms of this Tender or any duties arising from this Tender.

15. CONFLICT OF INTEREST

- 15.1 Bidders should disclose any potential conflicts of interest and existing business relationships they may have with the District, its elected or appointed officials or employees. The District may reject a Tender from any Bidder that the District judges would be in a conflict of interest if such Bidder is awarded the Final Contract. The District may rely on such disclosure.

16. CONFIDENTIALITY

- 16.1 All information pertaining to the Services received by any Bidder through participation in this Tender, including all of the Tender Documents is confidential and may not be disclosed without written authorization from the Contact Person. Bidders should be aware the District is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

17. NO COLLUSION OR SOLICITATION

- 17.1 By submitting a Tender, the Bidder, and each firm, corporation or individual member of the Bidder represents and confirms to the District that the Bidder has prepared its Tender without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Tender.
- 17.2 The Bidder may not make any representations or solicitations to any director, officer or employee of the District with respect to the Tender either before or after submission of the Tender except as provided herein. If any director, officer, employee, agent subcontractor, supplier or other representative of the Bidder communicates with any director, officer or employee of the District or any consultant engaged by the District in connection with this Tender about this Tender, other than the Contact Person, the District shall have the unfettered right, regardless of the nature of the communication, to reject the Tender submitted by the Bidder.

ATTACHMENT A – FORM OF TENDER

Tender No.: _____

Legal Name of Bidder: _____

Bidder's Contact Person: _____

Business Address: _____

Telephone: _____

Fax: _____

Email Address: _____

1. **I/We, the undersigned duly authorized representative of the Bidder, having received and carefully reviewed the entire Tender including any issued addenda, and having fully informed myself/ourselves as to the intent and requirements relating to the Tender, and local conditions (including site conditions) relating to the performance of the Final Contract, submit this Tender in response to the Tender.**
2. **I/We confirm that the following attachments are attached to and form a part of this Tender:**
 - Attachment A – Form of Tender;
 - Attachment A-1 – Bidder's Experience, Reputation and Resources
 - Attachment A-2 – Method Statements (Service Delivery Plan)
 - Attachment A-3 – Bidder's Schedule of Prices
 - Attachment A-4 – Letter of Intent
 - Attachment C -- Performance Bond
 - Issued addenda (if any).

This Tender is submitted this _____ day of _____, 20__.

(Name of Bidder)

(Name of Bidder)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized)

(Print Name and Position of Authorized)

ATTACHMENT A-1

BIDDER'S EXPERIENCE, REPUTATION AND RESOURCES

Bidders should provide the following:

1. Brief description of the Bidder and the Bidder's business.
2. Description of the Bidder's relevant experience and qualifications in performing contracts similar to the Draft Contract and specifically describe the Bidder's role(s) in the performance of such services.
3. Listing of the Bidder's references, including contact information.
4. A "clearance letter" indicating that the Bidder is in WorkSafe BC compliance.
5. Description of Bidder's proposed organizational structure for the performance of the Services.
6. Describe and list key management and lead discipline members and responsibilities.
7. Include resumes for key members.
8. List of proposed subcontractors, if any.
9. Proof of liability and vehicle insurance.

Draft

ATTACHMENT A-2

METHOD STATEMENTS (SERVICE DELIVERY PLAN)

Bidders should detail the Services they will provide in the following Method Statements. The length of each Method Statement should be limited to 10 pages of 8.5" x 11" using Arial 11 font.

Method Statement 1: Service Management

1. Service Delivery Plan management
2. Information management
3. Information technology
4. Cash and other deposits management
5. Reporting
6. Performance framework management
7. Monthly report
8. Annual report

Method Statement 2: Waste Transfer Station Management

1. Container schedule
2. Container purchase/lease arrangements and security of provision of adequate containers throughout the contract
3. Waste acceptance; sorting and storage
4. Management of reject wastes
5. Waste compaction
6. Management of stewardship products
7. Site maintenance and cleanliness, including building maintenance
8. Snow and ice management

Method Statement 3: Haulage Provisions

1. Vehicle schedule including fuel usage and emissions
2. Carbon footprint and measures to minimise including vehicle specification, haulage frequency and payload, and route assessment
3. Vehicle CCTV and safety equipment
4. Vehicle purchase/lease arrangements and Regional District security
5. Vehicle maintenance including cleaning

Method Statement 4: Staffing

1. Staff schedule
2. Supervisor CV
3. Attendant duties
4. Attendant training

Method Statement 5: Health & Safety Plan

1. Health & Safety Policy
2. Risk assessment
3. WTS management
4. Vehicle management
5. Personal protective equipment (PPE)
6. Staff welfare
7. Manual equipment
8. Fire response plan

Method Statement 6: Mobilisation, Expiry and Handback

1. Mobilisation plan including:
 - a. Staff resources
 - b. Staff training
 - c. Provision of new plant, equipment and haulage vehicles
 - d. Installation of new plant and equipment
 - e. Mobilisation Gantt chart
2. Expiry and handback
 1. Handback arrangements for WTS
 2. Handback Gantt chart

Draft

ATTACHMENT A-3

BIDDER'S SCHEDULE OF PRICES

Bidders should complete and return the following Pricing Schedule spreadsheets with the Tender submission

Draft

1. Labour - Site and Contract Management

R-2

- (i) Assume that all staff associated with haulage operation are inclusive within haulage cost (refer, "Cost for Container/Haulage")
- (ii) "Site Personnel" Hours based off Transfer Station hours as listed in Section 1.3, Attachment D (Scope of Work), , plus one hour a day has been added to allow for site opening and closing, clean up and maintenance. The cost inserted here should include within the hourly rate the total allocated cost for all staff fulfilling this role at each site, inclusive of any associated overheads or additional support staff that will be required to fulfil the role.
- (iii) 'Contract Management'. Bidders should include within the hourly rate the total allocated cost for this role, inclusive of any associated overheads or support staff required to fulfil the role.

	Staff Role	Site	Assumed Hours per Week	Rate per Hour	Total Cost Each per Year	Description of Role
North Peace	Site Personnel	Cecil Lake	30			
	Site Personnel	Rose Prairie	30			
	Site Personnel	Prespatou	30			
	Site Personnel	Wonowon	30			
	Site Personnel	Buick Creek	30			
	Site Personnel	Goodlow	30			
	Site Personnel	Pink Mountain	30			
	Site Personnel	Upper Halfway	30			
North Peace Total						
South Peace	Site Personnel	Dawson Creek Transfer Station	50			
	Site Personnel	Kelly Lake	30			
	Site Personnel	Tomslake	30			
	Site Personnel	Rolla	30			
South Peace Total						
West Peace	Site Personnel	Moberly Lake	31			
	West Peace Total					
	Contract Management	(all sites bidded on)				

2. Haulage

2.1 Bin Rental

	Site	Number of Bins Required	Monthly Rent per Bin	Total Cost Each per Year
North Peace	Cecil Lake	3		
	Rose Prairie	3		
	Prespatou	6		
	Wonowon	6		
	Buick Creek	2		
	Goodlow	1		
	Pink Mountain	1		
	Upper Halfway	1		
			<i>North Peace Total</i>	
South Peace	Dawson Creek Transfer Station	7		
	Kelly Lake	2		
	Tomslake	6		
	Rolla	2		
			<i>South Peace Total</i>	
West Peace	Moberly Lake	1		
			<i>West Peace Total</i>	

2.2 Haulage Rates

- (i) 'Rate per haul' should include the full cost expressed as a 'per haul' unit cost, fully inclusive of all associated costs (i.e. staff, vehicle use, container purchase and maintenance).
- (ii) Rates are requested individually for each site to take into account the different haulage distances.
- (iii) 'Expected Hauls / Year' is purely indicative and will be used for evaluation purposes only. 'Waste' has been provided for information only as to the expected materials to be hauled.
- (iv) Estimated Haulage Tips and Locations can be found in Attachment E-2 – Haulage Information

		North Peace							
Container	Waste	Cecil Lake	Rose Prairie	Prespatou	Wonowon	Buick Creek	Goodlow	Pink Mountain	Upper Halfway
Detachable 40yd roll-off from compactor	Bagged household MSW								
50yd roll-off	Bulky MSW and Construction / demolition								
50yd roll-off*	Mixed wood								
40yd roll-off*	Scrap metal								
30yd roll-off	ODS - Fridges/ freezers etc								
40yd side loading roll-off	Recyclable materials								
Subtotal per site									

* 30 yard bins are used for Wood Waste and Scrap Metal at the Dawson Creek Transfer Station

		South Peace			
Container	Waste	Dawson Creek	Kelly Lake	Tomslake	Rolla
Detachable 40yd roll-off from compactor	Bagged household MSW				
50yd roll-off	Bulky MSW and Construction/ demolition				
50yd roll-off*	Mixed wood				
40yd roll-off*	Scrap metal				
30yd roll-off	ODS - Fridges/ freezers etc				
40yd side loading roll-off	Recyclable materials				
Subtotal per site					

		West Peace
Container	Waste	Moberly
Detachable 40yd roll-off from compactor	Bagged household MSW	
50yd roll-off	Bulky MSW and Construction/ demolition	
50yd roll-off*	Mixed wood	
40yd roll-off*	Scrap metal	
30yd roll-off	ODS - Fridges/ freezers etc	
40yd side loading roll-off	Recyclable materials	
Subtotal per site		

3. Additional Items

(i) this can include third party services (example: snow removal) or equipment (example: covering/compacting pits, etc.)

(ii) create a chart, develop note descriptions to explain the additional items, and include this in the Tender

Summary

Annual Cost Per Year	
Labour	
Haulage	
Additional Item	
Sum	
HST	
TOTAL	

Draft

ATTACHMENT A-4

Letter of Intent

Bidders should complete and return the following Letter of Intent, failure to return this form may result in no further communication regarding this Tender.

Draft

INTENT TO SUBMIT TENDER

FOR

Waste Transfer Station Operation and Haulage Tender

Please complete this form and return immediately to:

Peace River Regional District
1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8
Telephone: (250) 784-3200
Toll-Free: 1-800-670-7773
Fax: (250) 784-3201
Email: prrd.dc@prrd.bc.ca

Failure to return this form may result in no further communication regarding this Tender.

Company Name:	
Address:	
Contact:	
Telephone:	
Fax:	
E-mail	

I/we have received a copy of the above noted Tender Document.

☐ Yes, I will be responding to this Tender.

☐ No, I will not be responding to this Tender.

I/we understand that if I/we do not submit a tender, this will not affect our Company's status as a potential supplier in the future. I/we also understand that if I/we do not return this form our company may not receive any further notices with regard to this Tender.

Name:	Signature:
Title:	Date:

**ATTACHMENT B
DRAFT CONTRACT**

Draft Contract

Schedule 1 – Method Statements

Schedule 2 – Transfer Stations and Site Plans

Schedule 3 – List of Regional Landfill Sites, Maps and Opening Hours

Schedule 4 – Regional Recycling Sites, Maps and Opening Hours

Schedule 5 – Schedule of Prices

Schedule 6 – Performance Bond

Draft

ATTACHMENT C – PERFORMANCE BOND

Additional Contractor bid information: (If required, please use extra sheets)

Peace River Regional District Waste Transfer Station Operation and Haulage Contract

To:

Peace River Regional District
1981 Alaska Avenue,
DAWSON CREEK, BC V1G 4H8

The undersigned has carefully examined the **Tender** including all Appendices and draft **Schedule B Contract** including all **Schedules** for the above named **Services**. The undersigned has carefully examined the sites and associated **Services** and hereby agrees to provide all necessary labour, management, plant, equipment, fuel and all the **Services** in the manner prescribed herein, and in the Contract Documents and in accordance with the Regional District's requirements, for the compensation in accordance with the unit prices listed in the Tender Form. This offer is irrevocable for thirty (30) days from the date in which the Tenders are opened and if accepted within thirty (30) days, the undersigned will undertake to enter into a Contract in the form exhibited herein.

The undersigned also understands and agrees as follows:

1. Upon execution of the Contract, to deposit with the Regional District a Performance Bond in the form provided herein for the amount specified in the Instructions to Bidders, as security for the performance of this Contract and such policies of insurance as may be required under the Contract.
2. That this Tender is made by the Bidder without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making Tender for the same work and in all respects fair and without collusion or fraud.
3. In consideration of the Peace River Regional District allowing me to tender, I agree not to withdraw my Tender except as provided in the Instructions to Bidders.
4. That no person, firm or corporation other than the Bidder has any interest in this Tender or in the Proposed Contract for which this Tender is made and to which it relates.
5. To do extra work not covered by the Schedule of Prices which may be ordered by the Manager and to accept as full compensation therefore such prices as may be agreed upon in accordance with the General Conditions of the Contract.
6. The owner reserves the right to increase, decrease, delete or vary any portion of **Services**, and the Bidder offers to do the work, whether the quantities are increased or decreased as the unit prices listed.

Accompanying this Tender is a Surety Letter or Irrevocable Letter of Credit in the amount of 33% of the Annual Cost of the Tender.

WHICH

is to be forfeited as liquidated damages in the event that the undersigned Bidder fails to comply with the provisions thereof; otherwise such Bond, Certified Cheque or Letter of Irrevocable Credit shall be returned to the undersigned.

DATED at _____, this _____ day of _____, 2017.

Signed: _____

(Name of Company)

Per: _____

(Authorized Signing Officer)

(Address)

Draft

Agreement to Bond

Date: _____, 2017.

"Name and Address of Surety Company"

The Peace River Regional District
Box 810, 1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8

Dear Sir/Madam:

Tender No.: XX-2017

Should the Peace River Regional District (hereinafter referred to as the "Owner" accept the Tender of and execute an agreement with _____ (hereinafter referred to as the "Bidder"), we, the undersigned Surety Company, do hereby consent and agree to become bound to the Owner as Surety for the Bidder in any of the following Bonds, on the standard format of the Canadian Construction Association.

		Amount
	Performance Bond for an amount equal to 33% of the Annual Cost of the Waste Transfer Station Operation and Haulage	33% of the Annual Cost
	Total amount of Bond	33% of the Annual Cost

We, the undersigned Surety Company, agree to furnish the Owner with the said Bonds within 7 days after written notification that the Owner has requested the said Bond or Bonds. We hereby further declare that our company is legally entitled to do business in the Province of British Columbia.

Yours truly,

(Signed)_____
(Name of signatory)_____
(Position/Title of signatory)_____
(Name of Surety)_____
(Address of Surety)

Seal:

[Note: This Agreement must be executed on behalf of the Surety Company by its authorized Officers under the Company's corporate seal.]

ATTACHMENT D – SCOPE OF WORK

1. OPERATION SERVICES

1.1 Operation Services

The Contractor will at all times during the Term perform all services required to operate the Transfer Stations in accordance with the terms of the Contract (the “Operation Services”), including the following:

- (a) perform all day-to-day management functions necessary to operate the Transfer Stations;
- (b) provide the public with access to the Transfer Stations during the Hours of Operation described in Section 1.3;
- (c) provide the District’s Representative access to the Transfer Stations at all times;
- (d) examine all material delivered to the Transfer Stations and:
 - (i) accept delivery of material that conforms to the Regional District’s Solid Waste Bylaws
 - (ii) reject delivery of material that does not conform to the Regional District’s Solid Waste Bylaws or does not comply with the applicable Landfill Permit, in such event, explain to the member of public why such material was rejected;
- (e) appoint an Attendant to perform the duties described in Section 1.2; and
- (f) conduct the repair and maintenance described in Section 1.4.

1.2 Attendants

The Contractor will provide a dedicated attendant (each an “Attendant”) at each Transfer Station to supervise the Operation Services at the Transfer Station. The Attendant will be present on site during at least opening hours and such additional hours required to carry out the duties required by the Contract (Method Statement 4). An Attendant will:

- (a) exercise good public relations at all times;
- (b) dress in a professional manner;
- (c) be present at the Transfer Station during the Hours of Operation and such additional hours required to carry out the Services;
- (d) open and close the access gates at the Transfer Station in accordance with the Hours of Operation, ensuring that all gates are properly secured outside of the Hours of Operation;
- (e) conduct routine inspections of the perimeter fences to identify any occurrence of unauthorised entry, damage or other problems;
- (f) dispose of any unauthorized material dumped at the entrance gate or other similar locations, including any material dumped outside of the Hours of Operation;
- (g) make reasonable efforts to determine the identity of individuals responsible for unauthorized dumping in Section 1.2(f) and in the event such information (invoices, utilities bills, etc.) is obtained, promptly provide it to the District’s Representative;
- (h) fill clean water tanks and empty waste water storage tanks serving the Dawson Creek Transfer Station’s office/attendant’s building on a timely basis. The Contractor will be responsible for any damage caused to the systems or equipment as a result of the Contractor failing to fill or empty the clean and waste water tanks;
- (i) direct traffic flow at the Transfer Stations having regard to public safety and in accordance with the traffic management plan described in Error! Reference source not found.;

- (j) supervise the placement of Waste into Containers and the compactor system, as appropriate;
- (k) remove any non-compliant materials from deposited loads in accordance with **Error! Reference source not found.**;
- (l) advocate waste reduction and recycling to facility users; and distribute educational materials when appropriate;
- (m) manage financial transactions associated with the collection of tipping fees in accordance with District requirements. The Contractor is responsible and accountable for all monies until deposited;
- (n) prevent the scavenging of waste, recyclable or product stewardship materials by facility users;
- (o) maintain the site in a clean condition by collection and disposal of fugitive waste material and litter that escapes during the operation of the facilities;
- (p) closely monitor material volumes in Containers and arrange for hauling to landfill or other designated destination as necessary;
- (q) where applicable, process all incoming waste loads by entering transaction information into a software program installed on a computer within the site office. The Regional District has on-site computers at all of the Transfer Stations listed in Section 1.3 which the Contractor shall use to record data. Provide copies of transaction tickets to the customers. Initial training in software usage will be provided to attendants by the District. The arrangement and cost of any subsequent training required for new/replacement staff will be the responsibility of the Contractor. All expenses associated with the Contractor's staff attending training will be borne by the Contractor);
- (r) post a notice acceptable to the District Representative providing the name of the Contractor at each Transfer Station. The District will provide a site notice board detailing the hours of operation, waste acceptance provisions and emergency provisions for each Transfer Station;
- (s) refer any contentious or irresolvable issues or complaints to the District Representative, using forms provided by the District Representative;
- (t) in the event a member of the public wishes to make a complaint regarding the Services, provide the member with the appropriate form (to be provided to the Contractor by the District's Representative) and promptly provide any completed forms directly to the District's Representative;
- (u) deposit daily cash and other receipts (cash, debit card and credit card payments) in compliance with District financial policies and procedures, is currently done on a daily and weekly basis;
- (v) Site Attendant at the Dawson Creek Transfer Station will perform daily close outs, take cash and bank slip in the deposit bag to the bank daily, and drop off Regional District paper work at the Dawson Creek Office daily;

- (w) Site Supervisor (or alternative representative) will be responsible for bi-weekly cash pick-ups, which includes going to each transfer station (except the Dawson Creek Transfer Station) every second Saturday to pick up bank deposits, drop off of the bank deposit at the bank every second Monday, and drop off the Regional District paper work at the Dawson Creek Office every second Monday. Currently TD Canada Trust is the Regional District's Bank.

The Contractor shall provide sufficient staff to facilitate and ensure the operation of the Contract, including site operations, haulage, maintenance, and contract management (Method Statement 4). The Contractor must provide an Attendant at each site to perform duties as described in the Service Delivery Plan. The Contractor must provide a supervisor to coordinate and manage staff (Attendants, truck drivers, etc.) and liaise and report to the Regional District.

1.3 Hours of Operation

The opening hours for each Transfer Station (the "Hours of Operation") will be as follows:

North Peace	
Cecil Lake	Tuesday and Friday: 8am to 2pm Wednesday: 12pm (noon) to 6pm Saturday: 10am to 6pm
Rose Prairie	
Prespatou	
Wonowon	
Buick Creek	
Goodlow	
Pink Mountain	Tuesday and Friday: 7am to 1pm Wednesday: 2pm to 8pm Saturday: 10am to 6pm
Upper Halfway	
South Peace	
Dawson Creek Transfer Station	Wednesday to Sunday: 9am to 6pm*
Kelly Lake	Tuesday and Friday: 8am to 2pm
Tomslake	Wednesday: 12pm (noon) to 6pm Saturday: 10am to 6pm
Rolla	Tuesday and Friday: 7am to 1pm Wednesday: 2pm to 8pm Saturday: 10am to 6pm
West Peace	
Moberly Lake	Monday, Tuesday, Friday, Saturday: 1pm to 6pm Sunday: 12pm (noon) to 6pm

**In the summer of 2017 the Regional District will be conducting a pilot project to have the Dawson Creek Transfer Station open 7 days a week 9am to 6pm from May 1, 2017 to October 31, 2017.*

Depending on the success of the pilot project and approval of the Regional District governing Board to continue, the extended hours at the Dawson Creek Transfer Station may be carried forward in future years.

At the Services Start Date, the Contractor will open each Transfer Station for a total of 26 hours per week with the exception of Dawson Creek which shall be open for 45 hours per week. The District may at any time during the Term change the Hours of Operation of one or more Transfer Stations by providing notice to the Contractor's Representative. If the affected Transfer Station's Hours of Operation remain at 26 hours per week, or in the case of Dawson Creek remain at 45 hours per week, the Contractor will not be entitled to any additional compensation for such a change. If the affected Transfer Station's Hours of Operation are greater than or less than 26 hours per week, or in the case of Dawson Creek are greater than or less than 45 hours per week, **Section Error! Reference source not found.** of the Draft Contract will apply.

1.4 Repair and Maintenance of Transfer Stations

As part of the Operation Services, the Contractor will repair and maintain the Transfer Stations in accordance with the following:

- (a) maintain each Transfer Station's site office/attendant's building in a neat, clean and tidy manner at all times;
- (b) apply dust suppressants to all graveled road surfaces at the Transfer Station at least once per year;
- (c) ensure that the 'share sheds' at each Transfer Station are kept clean and tidy and disposing of items unfit for re-use in the appropriate Container;
- (d) assume the full cost and repair of any damage the Contractor causes to the Station Facilities, provided that the Contractor will not be responsible for the cost of repair from normal wear and tear or damage caused by a 3rd party (e.g. vandalism or damage due to break-and-enter).
- (e) remove snow and/or sand roadways and landings as required at each Transfer Station during poor weather conditions;
- (f) apply winter de-icing to ensure the public can access the Transfer Stations and continue to deposit waste safely;
- (g) repair any damage to the security fence at all Transfer Stations as soon as possible after identification. With prior written approval of the District Representative, the cost of such repairs will be covered by the District following submission of a formal invoice;

- (h) the Contractor shall be responsible for providing and maintaining a portable hand washing station at each site office for staff hygiene, except for the Dawson Creek Transfer Station. The transfer stations have an integral fresh water supply tank that the Contractor will need to fill with potable quality water when required. The transfer stations also have a tank to capture grey water which the Contractor shall empty off-site at an approved septic disposal facility. Under no circumstances is effluent of any kind to be discharged at any of the WTS. The Dawson Creek Transfer Station has water and septic services;
- (i) where applicable, the timely filling and emptying of storage tanks for clean water and waste water serving the site office/attendant's building. Any damage caused to the systems by neglect to the equipment or from inadequate filling and emptying shall be repaired at the Contractor's expense; and
- (j) at Prespatou and Dawson Creek transfer stations:
 - (i) maintain the weigh scale, including clearing of debris, soil and snow as required; and
 - (ii) steam clean the weigh scale on an as needed basis, but not less than two times per year; and
- (k) do all other repair and maintenance activities described in Error! Reference source not found..

The District will be responsible for repairs to fixed assets installed during original facility construction. This would include, for example, the repair of fences, gates, lock block wall components including railings, site office (except damage caused by negligence of Contractor), rig mats, yard lighting, access roads and ditches (due to erosion damage or culvert failure, for example), etc. Damage caused by vandalism or break-and-enter is also covered by the District. The Contractor shall be responsible for on-going maintenance of infrastructure to ensure operational integrity of the facilities.

1.5 Closure of Transfer Station Locations

If, for any reason, the District cannot lawfully operate a Transfer Station, the District may by providing notice in writing to the Contractor delete the obligation to operate that Transfer Station from this Contract.

1.6 Opening of Transfer Station Locations

As per section 9.1 of the Draft Contract, the PRRD plans to construct five Waste Transfer Stations by 2019 at or near the following areas:

- North Peace:
 - Doig Road/Milligan Creek Road area (Tier 2)
- South Peace:
 - Lebel Area (Tier 2)
- West Peace:
 - Groundbirch area (Tier 1)
 - Lone Prairie area (Tier 2)
 - Hasler Flats area (Tier 2)

1.7 General

All Waste, including Recyclables, will be the property of the District.

If, for any reason, the District cannot lawfully construct and/or operate a Waste Transfer Station, it may by providing notice in writing to the Contractor terminate the obligations of both parties under this Agreement in respect of that Transfer Station.

The District shall have the right to propose and discuss new activities or changes to current activities on any Site. The Contractor shall not unreasonably withhold agreement to new activities or changes.

2. HAULING SERVICES

2.1 Hauling Services

The Contractor will perform all hauling services required to transport the Waste and the Recyclables in accordance with the Contract (collectively the “Hauling Services”), including the following:

- (a) loading Waste and select Recyclables at the Transfer Stations;
- (b) hauling:
 - (i) Waste from the Transfer Stations to the applicable Landfills; and
 - (ii) Select Recyclables from the Transfer Stations to the applicable Recycling Facility.
- (c) For the Kelly Lake, Rose Prairie, Cecil Lake Transfer Stations, the Contractor shall dump inert bulky waste and wood waste into the pits provided. The Contractor shall supply and use equipment with appropriately-sized tracks to compact and cover the inert bulky waste and wood waste with soil material that is available on-site. Soil cover application is approximately twice per year, unless otherwise specified by the District.

There will be no further responsibility, on-cost or revenues to the Contractor associated with the receipt, treatment or disposal of the material at the designated destination.

2.2 Hauling Schedule

The Contractor will provide a vehicle schedule including fuel usage and emissions (Method Statement 3). The Contractor will be responsible for arranging haulage and delivery times with the designated delivery point during the appropriate hours of operation for delivery. The District will supply the contact information required for each delivery point.

The District provides no guarantees to the quality of waste which will be delivered to the sites for the period of the Contract.

If for any reason the contractual arrangements between the District and the recycling contractor regarding Recyclables is amended, then the District reserves the right to change or remove the Contractor's responsibility for managing and hauling those Recyclables, without payment of any additional amount to the Contractor. The Contractor will continue to perform its hauling obligations under this Agreement during severe winter conditions as expected except where prevented by road closures,

2.3 Vehicles

All vehicles used by the Contractor to perform the Services will:

- (a) be specified and maintained with a high CO₂/engine emission standard and fuel economy. These vehicles will be high performing environmental models such as for example high specification diesel and/or bio fuel;
- (b) provide vehicles with Roll-off or similar suitable equipment, complete with driver or drivers, to transport Containers between the WTS and the Recycling Facilities or final designated landfill site;
- (c) regularly assess the loading and routing of vehicles, and their end destinations to minimise the carbon footprint of the Services;
- (d) only use suitably qualified and trained drivers;
- (e) fit all vehicles with reversing CCTV;
- (f) propose the livery for the vehicles for approval by the District;
- (g) use vehicles that allow for the removal of Containers before they are full;
- (h) repair and maintain all HGVs (heavy goods vehicles) so that they are in a road worthy condition at all times;
- (i) not wash or repair the HGVs at the Transfer Facilities, except with the prior approval of the District's Representative;
- (j) optimise the fuel consumption of all equipment and transport vehicles;
- (k) keep all vehicles clean of dirt;

- (l) display, at the Contractor's election, company details on the doors or the cab of vehicles; and
- (m) ensure that all loads hauled by the Contractor shall be secured and covered in compliance with Ministry of Transportation regulations.

2.4 Lock Block Bays / Stewardship

The 3-bay lock-block containment structure will be present at Tier 1 sites: Cecil Lake, Kelly Lake, Prespatou, Rose Prairie, Tomslake and Wonowon. The containment will be constructed on site as part of the District's redevelopment program.

On each site a designated number of lock-block bays will be used under a partnership arrangement with local product stewards, currently with Tire Stewardship. That partnership arrangement will be an agreement between the District and the product steward. The Contractor will be responsible for overseeing the placement/storage of stewardship products within the designated bay areas, but is not responsible for the haulage of these products (Method Statement 2). The Contractor will facilitate the haulage of such material by the Product Steward.

3. EQUIPMENT

3.1 Containers

The Contractor is required to supply sufficient containers (each a "Container") such that the following are available during the Hours of Operation and to handle the capacity for the deposit of waste (Method Statement 2),

		50yd roll-off (Bulky MSW and Construction/ demolition)	50yd roll- off, option (Mixed wood)	40yd roll-off (Scrap metal)	30yd roll-off (Appliances with ODS i.e. fridges/freezers etc)	40yd side loading roll- off (Recyclable materials)
North Peace	Cecil Lake	0	0	0	1	2
	Rose Prairie	0	0	0	1	2
	Prespatou	1	1	1	1	2
	Wonowon	1	1	1	1	2
	Buick Creek	0	0	0	0	2
	Goodlow	0	0	0	0	1

	Pink Mountain	0	0	0	0	1
	Upper Halfway	0	0	0	0	1
South Peace	Dawson Creek Transfer Station	3	2*	1*	1	0
	Kelly Lake	0	0	0	1	1
	Tomslake	1	1	1	1	2
	Rolla	0	0	0	0	2
West	Moberly Lake	0	0	0	0	1

* At the Dawson Creek Transfer Station 30yd³ roll off bins are used for Wood and Scrap Metal

The Contractor will:

- (a) service and maintain the Containers so that they are structurally sound and clean for the duration of the Term, including periodic:
 - (i) cleaning of all Containers, inside and outside, to preserve sanitary condition; and
 - (ii) repainting and refurbishment as necessary to maintain both operational capability and aesthetic appearance;
- (b) ensure that sufficient spare Containers are available so that each site retains the capacity to receive waste during the Hours of Operation;
- (c) be responsible for the cost of supply and maintenance of Containers and for any replacement of Containers required during the Term;
- (d) periodically consolidate storage to maximize storage capacity and provide safe, unobstructed access for Transfer Station users; and
- (e) the Contractor will deposit refrigeration appliances containing ozone depleting substances directly in a 30yd roll-off for onward haulage to the designated destination. The roll-off will be situated in a location designated by the Regional District.

3.2 Compactor

The PRRD will supply a compactor and associated detachable 40yd roll-off Container(s) for deposit of bagged household municipal solid waste.

3.3 Inventory of Equipment and Facilities

The Contractor shall assist the District in the smooth equipment of the WTS and the commencement of this Contract (Method Statement 6).

A formal survey and inventory of all equipment will be conducted by the District for each Transfer Station prior to the commencement of the Services, and at the expiry of the Term. The Contractor will cooperate with all reasonable requests made by the District's Representative. The Contractor will return all Transfer Station facilities, buildings and equipment to District at the end of the Term in a similar condition as existed at the commencement of the Term, subject to reasonable wear and tear. The Contractor will make good any damage to transfer station sites and equipment.

4. REPORTING

4.1 Provide monthly service reports for each on

- staff and their working hours (contract management and site attendant)
- hauling tips for residual waste haulage, disposal location, and corresponding weigh scale ticket number
- hauling tips for recyclable material haulage and end location
- inventories of product stewardship materials at WTS where these materials are collected
- fuel usage
- availability and performance
- site maintenance and 3rd party services, hours, and cost.

ATTACHMENT E – SITE INFORMATION

ATTACHMENT E-1 – Site Descriptions

	Site	Tier	Recycling Program	Site Set Up
North Peace	Cecil Lake	Tier 1	MMBC Roll Off Bin (2) for Containers and Fibres Recycling Cage (1 set), for Glass, Styrofoam, and Plastic Film	- A pit is used for disposal of inert bulky waste and wood waste; requires compacting and covering approximately twice a year - designated area for Scrap Metal (no bin) - 40 yard detachable compactor for household waste (supplied by PRRD) - 30 yard roll-off container for Appliances (contractor supplied) - Two 40 yard side loading roll-off bins for recyclable materials; one for fibres and one for containers (bins are contractor supplied) - includes collection of pesticide bottles (in the empty compartment in the recycling cages) - 1 set of recycling cages to collect Glass, Coloured and White Styrofoam, and Plastic Film (cages are PRRD supplied) - Light and medium duty tires collected in lock block bays;
	Rose Prairie	Tier 1	MMBC Roll Off Bin (2) for Containers and Fibres Recycling Cage (1 set), for Glass, Styrofoam, and Plastic Film	- A pit is used for disposal of inert bulky waste and wood waste; requires compacting and covering approximately twice a year - designated area for Scrap Metal (no bin) - 40 yard detachable compactor for household waste (supplied by PRRD) - 30 yard roll-off container for Appliances (contractor supplied) - Two 40 yard side loading roll-off bins for recyclable materials; one for fibres and one for containers (bins are contractor supplied) - includes collection of pesticide bottles (in the empty compartment in the recycling cages) - 1 set of recycling cages to collect Glass, Coloured and White Styrofoam, and Plastic Film (cages are PRRD supplied)
	Prespatou	Tier 1	MMBC Roll Off Bin (2) for Containers and Fibres Recycling Cage (1 set), for Glass, Styrofoam, and Plastic Film	- Contractor responsible for cleaning debris in and around scale - Lock Block Rail System for Bulky Waste, Wood Waste, and Scrap Metal (Two 50 yard and one 40 yard respectively – contractor supplied) - 40 yard detachable compactor for household waste (supplied by PRRD) - 30 yard roll-off container for Appliances (contractor supplied) - Two 40 yard side loading roll-off bins for recyclable materials; one for fibres and one for containers (bins are contractor supplied) - 1 set of recycling cages to collect Glass, Coloured and White Styrofoam, and Plastic Film (Cages PRRD supplied) - includes collection of pesticide bottles (in the empty compartment in the recycling cages) - includes collection of paints and select hazardous waste through the Paint Plus program (Product Care Stewardship Program)
	Wonowon	Tier 1	MMBC Roll Off Bin (1) for Fibres Recycling Cage (2 set), for Containers, Glass, Styrofoam, and Plastic Film	- Lock Block Rail System for Bulky Waste, Wood Waste, and Scrap Metal (Two 50 yard and one 40 yard respectively – contractor supplied) - 40 yard detachable compactor for household waste (supplied by PRRD) - 30 yard roll-off container for Appliances (contractor supplied) - One 40 yard side loading roll-off bins for recyclable materials for fibres (bin is contractor supplied) - 2 sets of recycling cages to collect Containers, Glass, Coloured and White Styrofoam, and Plastic Film (Cages are PRRD supplied)
	Buick Creek	Tier 2	MMBC Roll Off Bin (2) for Containers and Fibres Recycling Cage (1 set), for Glass, Styrofoam, and Plastic Film	- 40 yard detachable compactor for household waste (supplied by PRRD) - Two 40 yard side loading roll off bins for recyclable materials; one for fibres and one for containers (bins are contractor supplied) - 1 set of recycling cages to collect Glass, Coloured and White Styrofoam, and Plastic Film (cages are contractor supplied) - includes collection of pesticide bottles (in the empty compartment in the recycling cages)
	Goodlow	Tier 2	MMBC Roll Off Bin (1) for Fibres Recycling Cage (2 set), for Containers, Glass, Styrofoam, and Plastic Film	- 40 yard detachable compactor for household waste (supplied by PRRD) - One 40 yard side loading roll-off bins for recyclable materials for fibres (bin is contractor supplied) - 2 sets of recycling cages to collect Containers, Glass, Coloured and White Styrofoam, and Plastic Film (Cages are PRRD supplied)

	Pink Mountain	Tier 2	MMBC Roll Off Bin (1) for Fibres Recycling Cage (2 set), for Containers, Glass, Styrofoam, and Plastic Film	- requires generator for power (supplied and maintained by PRRD) - 40 yard detachable compactor for household waste (supplied by PRRD) - One 40 yard side loading roll-off bins for recyclable materials for fibres (bin contractor supplied) - 2 sets of recycling cages to collect Containers, Glass, Coloured and White Styrofoam, and Plastic Film (Cages PRRD supplied)
	Upper Halfway	Tier 2	MMBC Roll Off Bin (1) for Fibres Recycling Cage (2 set), for Containers, Glass, Styrofoam, and Plastic Film	- 40 yard detachable compactor for household waste (supplied by PRRD) - One 40 yard side loading roll-off bins for recyclable materials for fibres (bin contractor supplied) - 2 sets of recycling cages to collect Containers, Glass, Coloured and White Styrofoam, and Plastic Film (Cages PRRD supplied)
South Peace	Dawson Creek Transfer Station	Tier 1 - Modified	NON-MMBC Recycling is collected via Regional Recycler. Cardboard, Containers, Paper, and Glass	- Contractor responsible for cleaning debris in and around scale - 2 lock block rail systems. Top system holds three 50 yard bins for Household Garbage and Bulky Waste; Lower system holds two 30 yard bins for metal and wood waste, a third 30yard bins sits in between the two for over flow of wood waste (bins are contractor supplied) - Empty Pesticide bottles are collected under the Clean Farms program and picked up on a yearly basis.
	Kelly Lake	Tier 1	MMBC Roll Off Bin (1) for Fibres Recycling Cage (2 set), for Containers, Glass, Styrofoam, and Plastic Film	- A pit is used for disposal of inert bulky waste and wood waste; requires compacting and covering with soil approximately twice a year - designated area for Scrap Metal (no bin) - 40 yard detachable compactor for household waste (supplied by PRRD) - 30 yard roll-off container for Appliances (contractor supplied) - One 40 yard side loading roll off bins for recyclable materials; one for fibres and one for containers (bin is contractor supplied) - additionally collects pesticide bottles (in the empty compartment in the recycling cages) - 2 sets of recycling cages to collect Glass, Coloured and White Styrofoam, and Plastic Film (Cages are PRRD supplied) - requires generator for power (supplied and maintained by PRRD)
	Tomslake	Tier 1	MMBC Roll Off Bin (2) for Containers and Fibres Recycling Cage (1 set), for Glass, Styrofoam, and Plastic Film	- 40 yard detachable compactor for household waste (supplied by PRRD) - Lock Block Rail System for Bulky Waste, Wood Waste, and Scrap Metal (Two 50 yard and one 40 yard respectively – contractor supplied) - 30 yard roll-off container for Appliances (contractor supplied) - Two 40 yard side loading roll-off bins for recyclable materials; one for fibres and one for containers (bins are contractor supplied) - 1 set of recycling cages to collect Glass, Coloured and White Styrofoam, and Plastic Film (Cages PRRD supplied) - includes collection of pesticide bottles (in the empty compartment in the recycling cages)
	Rolla	Tier 2	MMBC Roll Off Bin (2) for Containers and Fibres Recycling Cage (1 set), for Glass, Styrofoam, and Plastic Film	- 40 yard detachable compactor for household waste (supplied by PRRD) - 30 yard roll off for Appliances (contractor supplied) - Two 40 yard side loading roll off bins for recyclable materials; one for fibres and one for containers (bins are contractor supplied) - 1 set of recycling cages to collect Glass, Coloured and White Styrofoam, and Plastic Film (Cages are PRRD supplied) - includes collection of pesticide bottles (in the empty compartment in the recycling cages)
West Peace	Moberly Lake	Tier 2	Non-MMBC Roll Off Container for Cardboard Recycling Cage for Tin, Plastics 1-7, Newsprint, Mixed Waste Paper, and Glass	- 40 yard detachable compactor for household waste (supplied by PRRD) - One 40 yard side loading roll off bins for recyclable materials for cardboard (bin contractor supplied) - 1 set of recycling cages to collect Tin, Plastics 1-7, Newsprint, Mixed Waste Paper, and Glass (Cages PRRD supplied)

Site Descriptions – Additional Notes:

- Tier 1 Transfer Station – Generally accepts Household MSW (municipal solid waste), Bulky Waste, Wood Waste, Scrap Metal, Tires, Recyclable (Packing and Printed Paper), and has Share Shed
- Tier 2 Transfer Station – Generally accepts Household MSW, Recyclable (Packing and Printed Paper), and has Share Shed
- Compactors at site are Universal UP2000 40CU yd model and will be maintained by the PRRD
- Contractor is responsible for snow clearing/removal and sand spreading for all sites
- All sites excluding Dawson Creek and Prespatou Transfer Stations use volume based fees. Dawson Creek and Prespatou have scales and material is weighed.
- All sites excluding Dawson Creek Transfer Station has incinerating toilets and a hand wash station. It is the contractor's responsibility to supply the liners for the toilets and the water for the handwashing systems. Dawson Creek Transfer Station has a septic and water tank.
- Pesticide bottles collected at Tomslake, Buick Creek, Prespatou, and Cecil Lake are taken to Dawson Creek Transfer Station by PRRD Field Services
- All sites excluding the Dawson Creek and Moberly Lake Transfer Stations operate the MMBC Recycling Program. MMBC Recycling program collects packaging and printed paper.

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ATTACHMENT E-2 - Haulage Information

Estimated Number of Tips

Container	Waste	North Peace								South Peace				West Peace
		Cecil Lake	Rose Prairie	Prespatou	Wonowon	Buick Creek	Goodlow	Pink Mountain	Upper Halfway	Dawson Creek	Kelly Lake	Tomslake	Rolla	Moberly
Detachable 40yd roll-off from compactor	Bagged household MSW	2	4	8	1	2	1	1	7		1	11	8	23
50yd roll-off	Bulky MSW and Construction/ demolition			3	2					245		5		
50yd roll-off	Wood Waste			1	1							2		
30yd roll-off	Wood Waste									218				
30yrd roll-off	Scrap Metal									61				
40yd roll-off*	Scrap Metal			4	1							4		
30yd roll-off	ODS Fridges/ freezers etc	1	2	1	1					14	1	1		
40yd side loading roll-off	Recyclable materials	2	1	2	3	1	1	1	3		1	4	5	3

Haulage Locations

	Site	Bulky Waste, Wood Waste, and Scrap Metal	Appliances	MSW and Appliances	Recyclable Material	Addresses
North Peace	Cecil Lake	Remains on Site	North Peace Landfill	North Peace Landfill	DC Campbell Recycling	North Peace Landfill: 7014 269 Road
	Rose Prairie	Remains on Site	North Peace Landfill	North Peace Landfill		Bessborough Landfill: 6688 237 Road
	Prespatou	North Peace Landfill	North Peace Landfill	North Peace Landfill		Chetwynd Landfill: 3978 Blair Road
	Wonowon	North Peace Landfill	North Peace Landfill	North Peace Landfill		DC Campbell Recycling: 925 100 Ave, Dawson Creek
	Buick Creek	N/A	N/A	North Peace Landfill		Chetwynd Lions Recycling: 824 54 St. NW
	Goodlow	N/A	N/A	North Peace Landfill		
	Pink Mountain	N/A	N/A	North Peace Landfill		
	Upper Halfway	N/A	N/A	North Peace Landfill		
South Peace	Dawson Creek Transfer Station	Bessborough Landfill	Bessborough Landfill	Bessborough Landfill		
	Kelly Lake	Remains on Sites	Bessborough Landfill	Bessborough Landfill		
	Tomslake	Bessborough Landfill	Bessborough Landfill	Bessborough Landfill		
	Rolla	N/A	N/A	Bessborough Landfill		
West Peace	Moberly Lake	N/A	N/A	Chetwynd Landfill	Chetwynd Lions Recycling	

Waste Transfer Station Operation and Haulage

Attachment B - Draft Contract

(To the tender package)

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TRANSFER STATION OPERATION AND HAULAGE

THIS Contract is dated for reference as of the _____ day of ___, 2017.

BETWEEN:

Peace River Regional District, a regional district incorporated under the *Local Government Act*, and having an address at:

Box 810, 1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8

Fax : 250.784.3201

(the "**District**")

AND:

[]

(the "**Contractor**")

WHEREAS:

A. Pursuant to the District's Tender #XX-2017 (the "**Tender**") the District invited proposals from bidders for the operation of the Transfer Stations and the haulage of Waste from the Transfer Stations to designated Landfills and Recycling Facilities.

B. The District has received proposals in response to the Tender and after evaluating the proposals the District has selected the Contractor to provide the Services and the Contractor has agreed to the same.

C. The District and the Contractor now wish to enter into this Contract to set forth the rights and obligations of each of them.

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of promises and mutual covenants contained in this Contract and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree with each other as follows:

1.0 INTERPRETATION

1.1 Definitions

The following terms will have the meanings set out below:

"**Applicable Laws**" means any and all applicable laws, statutes, rules, regulations, by-laws, codes, treaties, constitutions, ordinances, directives, policies, guidelines, standards, requirements, notices and protocols of any Governmental Authority;

“Attendant” has the meaning set out in Section 5.2;

“Contract” means this contract between the District and the Contractor as described herein including the schedules described in Section 1.3;

“Contract Price” has the meaning set out in Section 10.1;

“Contractor” means [____]; **[Note: Name of Preferred Bidder to be inserted]**

“Contractor's Representative” has the meaning set out in Section 2.1(a);

“Container” means those containers described in Section 7.1 and detailed Schedule 1 - Method Statements;

“Default Costs” has the meaning set out in Section 12.5;

“Dispute” has the meaning set out in Section 14.1;

“District” the Peace River Regional District;

“District’s Representative” has the meaning set out in Section 2.1(b);

“Governmental Authority” means any:

- (a) federal, provincial, state, territorial, municipal, local or other government or public ministry, department, agency, tribunal, commission, board, bureau or instrumentality, domestic or foreign;
- (b) any subdivision or authority of any of the forgoing; or
- (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

“Hauling Services” has the meaning set out in Section 6.0;

“Hours of Operation” has the meaning set out in Section 5.3;

“Indemnified Parties” has the meaning set out in Section 15.1;

“Landfill” means the landfills described in Schedule 2 – List of Regional Landfill Sites, Maps and Opening Hours;

“Landfill Permit” means the permit applicable to each Landfill that describes the types of materials such Landfill will and will not accept;

“Operating Services” has the meaning set out in Section 5.0;

“Performance Bond” has the meaning set out in Schedule 6;

“Personnel” has the meaning set out in Section 11.1;

“Recyclables” means marketable solid waste as determined by the District;

“Recycling Facilities” means the recycling facilities described in Schedule 3 – List of Regional Landfill Sites, Maps And Opening Hours

Schedule 4 – Regional Recycling Sites, Maps and Opening Hours;

“**Services**” has the meaning set out in Section 3.1;

“**Services Start Date**” means November 20, 2017;

“**Subcontractor**” has the meaning set out in Section 17.7;

“**Tender**” has the meaning set out in Recital A;

“**Term**” has the meaning set out in Section 3.3;

“**Transfer Station**” or “**WTS**” means the waste recycling and transfer stations at the locations described in Section 3.6; and

“**Waste**” means discarded materials, substances or objects accepted by the District at a Transfer Station, including Recyclables.

1.2 General

This Contract will be interpreted according to the following, except to the extent that the context or the express provisions of this Contract otherwise require:

- (a) "authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" will respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the District's Representative;
- (b) the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof;
- (c) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (d) any reference to a statute or bylaw will include and will be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute, bylaw or regulation that may be passed which has the effect of supplementing or superseding the same;
- (e) words and abbreviations which have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings;

- (f) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa; and
- (g) while the District believes that the sample calculations provided in this Contract are correct, in the event of a conflict between the methodology of a calculation in the Contract and a sample provided, the methodology of the calculation will supersede the sample.

1.3 Schedules

The following schedules are attached to and form part of this Contract:

- (a) Schedule 1 - Method Statements
- (b) Schedule 2 –Transfer Stations and Site Plans
- (c) Schedule 3 – List of Regional Landfill Sites, Maps And Opening Hours
- (d) Schedule 4 – Regional Recycling Sites, Maps and Opening Hours
- (e) Schedule 5- Schedule of Prices
- (f) Schedule 6 – Performance Bond

2.0 REPRESENTATIVES

2.1 Appointment

Each party will maintain communication with the other party in accordance with their respective obligations under this Contract. In particular:

- (a) the Contractor will appoint a senior executive representative (the "**Contractor's Representative**") who will have the duty of instituting and maintaining communication with the District as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the Contractor's Representative; and
- (b) the District will appoint a representative (the "**District's Representative**") who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the District's Representative.

2.2 Representative's Authority

Each party's representative has the power and authority to act on behalf of and to bind such party with respect to all matters under or with relating to this Contract, except that no representative will have the authority to amend this Contract, and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor's Representative and the District's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party will notify the other in writing as to the name and contact information of their respective representatives

and alternative and a party may change its representative or alternative representative by written notice to the other.

3.0 SERVICES

3.1 Services

The Contractor will in accordance with the terms of this Contract throughout the Term perform all of the services required by the Contract (collectively, the “**Services**”), including:

- (a) the Operating Services as described in Section 5.0; and
- (b) the Hauling Services as described in Section 6.0.

The Services will be deemed to include all the services as described in Schedule 1 - Method Statements. The Contractor will provide and pay for all Personnel, material, products, tools, machinery, equipment, vehicles and fuel necessary to perform the Services.

3.2 Standard of Performance

The Contractor will at all times perform the Services:

- (a) in accordance with all Applicable Laws, including with respect to operating the Transfer Stations and hauling of Waste, including Recyclables;
- (b) having regard for the concerns, needs and interests of the District, the residents of the District and the environment;
- (c) using standards, practices, methods and procedures to a good commercial standard and exercising that degree of skill, care and diligence which would reasonably and ordinarily be expected from a qualified, skilled and experienced North American waste and recyclables transfer station operator and haulage contractor undertaking services similar to the Services; and
- (d) ensuring that by means of supervision of the deposit of the waste that the materials delivered to reprocessors meet the minimum quality requirements contained in the contract between the reprocessor and the District. The Contractor will be responsible for remedial sorting of any loads that are refused in order that quality requirements can be met (Method Statement 2).

3.3 Term

The term of this Contract (the “**Term**”) commences on the Services Start Date and continues for a period of five years, subject to earlier termination in accordance with the terms of this Contract or extension as mutually agreed to by the parties.

3.4 Contract Implementation and Wind-Down

As part of the Services the Contractor will assist the District in the smooth equipping of the WTSs and the commencement of this Contract, including as set out in Schedule 1 - Method Statements. The Contractor will assist the District in the smooth handback of the WTSs and transfer of the operation of the WTSs at the end of the Contract, including as set out in Schedule 1 - Method Statements.

3.5 Sustainability

As part of the Services the Contractor will reduce the carbon footprint of the Services on a year by year basis as described in Schedule 1 - Method Statements.

3.6 Location of Transfer Stations

The Transfer Stations are located at the following locations:

North Peace	
Cecil Lake	4484-248 Rd
Rose Prairie	12452 260 Road (30 km north of Fort St. John)
Prespatou	13139 Altona Road
Wonowon	18868 Highway 97 North
Buick Creek	19468 Aitken Creek Rd
Goodlow	13197 Clayhurst Rd
Pink Mountain	24740 Cypress Creek Road
Upper Halfway	19337 Upper Halfway Road
South Peace	
Dawson Creek Transfer Station	829 Highway 49
Kelly Lake	280 Kelly Lake Road
Tomslake	15093 Old Edmonton Hwy
Rolla	#5207 – 213 Road
West Peace	
Moberly	6464 Lakeshore Drive

and as described in the site plans attached as Schedule 2, Site Plans.

4.0 LETTER OF CREDIT

4.1 Letter of Credit

The Contractor will provide performance security as follows:

- (a) within ten business days of entering into this Contract deliver to the District an irrevocable, unconditional, on sight letter of credit in the amount 33% of the annual Contract Price, presentable at a bank listed under Schedule I of the Bank Act (Canada) (the “**Letter of Credit**”) for the benefit of the District, in a form and on terms satisfactory to the District Representative; and
- (b) renew the Letter of Credit so that it remains valid in accordance with this Contract.

The District may at any time and from time to time draw on the Letter of Credit in whole or in part to cover any costs incurred, or to be incurred, by the District as a result of any breach, or anticipated breach, of this Contract by the Contractor. If the District draws on the Letter of Credit before the end of the Term, then on ten calendar days written notice from the District, the Contractor will provide supplementary or substitute letters of credit or additional funds to top up the performance security so that, in addition to the amount(s) drawn upon, the District has available to it the full amount of the performance security set above.

The Bidder should note that there is a requirement to provide a Bond as part of the Tender. Whilst this is still the requirement, it may be that the Contractor is asked as an alternative to provide a Letter of Credit in accordance with Clause 4.0.

4.2 Renewal of Letter of Credit

If at any time during the Term the Letter of Credit will expire, then no less than 30 calendar days prior to the date of expiry of the Letter of Credit the Contractor will renew and deliver to the District the Letter of Credit so it is valid, at a minimum:

- (a) until the end of the Term; or
- (b) for a further 12 calendar months,

failing which the District may call upon the full amount of the Letter of Credit and hold and have access to such funds without payment of interest in substitution for the Letter of Credit.

4.3 Topping up of Letter of Credit

If at any time the Letter of Credit is not topped up, as required by Section 4.1, then the District may, on ten business days’ written notice to the Contractor, terminate this Contract.

5.0 OPERATION SERVICES

5.1 Operation Services

The Contractor will at all times during the Term perform all services required to operate the Transfer Stations in accordance with the terms of the Contract (the “**Operation Services**”), including the following:

- (a) perform all day-to-day management functions necessary to operate the Transfer Stations;
- (b) provide the public with access to the Transfer Stations during the Hours of Operation described in Section 5.3;
- (c) provide the District’s Representative access to the Transfer Stations at all times;
- (d) examine all material delivered to the Transfer Stations and:
 - (i) accept delivery of material that conforms to the Regional District’s Solid Waste Bylaws
 - (ii) reject delivery of material that does not conform to the Regional District’s Solid Waste Bylaws or does not comply with the applicable Landfill Permit, in such event, explain to the member of public why such material was rejected;
- (e) appoint an Attendant to perform the duties described in Section 5.2; and
- (f) conduct the repair and maintenance described in Section 5.4.

5.2 Attendants

The Contractor will provide a dedicated attendant (each an “**Attendant**”) at each Transfer Station to supervise the Operation Services at the Transfer Station. The Attendant will be present on site during at least opening hours and such additional hours required to carry out the duties required by the Contract (Method Statement 4). An Attendant will:

- (a) exercise good public relations at all times;
- (b) dress in a professional manner;
- (c) be present at the Transfer Station during the Hours of Operation and such additional hours required to carry out the Services;
- (d) open and close the access gates at the Transfer Station in accordance with the Hours of Operation, ensuring that all gates are properly secured outside of the Hours of Operation;

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- (e) conduct routine inspections of the perimeter fences to identify any occurrence of unauthorised entry, damage or other problems;
- (f) dispose of any unauthorized material dumped at the entrance gate or other similar locations, including any material dumped outside of the Hours of Operation;
- (g) make reasonable efforts to determine the identity of individuals responsible for unauthorized dumping in Section 5.2(f) and in the event such information (invoices, utilities bills, etc.) is obtained, promptly provide it to the District's Representative;
- (h) fill clean water tanks and empty waste water storage tanks serving the Dawson Creek Transfer Station's office/attendant's building on a timely basis. The Contractor will be responsible for any damage caused to the systems or equipment as a result of the Contractor failing to fill or empty the clean and waste water tanks;
- (i) direct traffic flow at the Transfer Stations having regard to public safety and in accordance with the traffic management plan described in Schedule 1 - Method Statements;
- (j) supervise the placement of Waste into Containers and the compactor system, as appropriate;
- (k) remove any non-compliant materials from deposited loads in accordance with Schedule 1 - Method Statements;
- (l) advocate waste reduction and recycling to facility users; and distribute educational materials when appropriate;
- (m) manage financial transactions associated with the collection of tipping fees in accordance with District requirements. The Contractor is responsible and accountable for all monies until deposited;
- (n) prevent the scavenging of waste, recyclable or product stewardship materials by facility users;
- (o) maintain the site in a clean condition by collection and disposal of fugitive waste material and litter that escapes during the operation of the facilities;
- (p) closely monitor material volumes in Containers and arrange for hauling to landfill or other designated destination as necessary;
- (q) where applicable, process all incoming waste loads by entering transaction information into a software program installed on a computer within the site office. The Regional District has on-site computers at all of the Transfer Stations listed in Section 1.3 which the Contractor shall use to record data. Provide copies of transaction tickets to the

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customers. Initial training in software usage will be provided to attendants by the District. The arrangement and cost of any subsequent training required for new/replacement staff will be the responsibility of the Contractor. All expenses associated with the Contractor's staff attending training will be borne by the Contractor);

- (r) post a notice acceptable to the District Representative providing the name of the Contractor at each Transfer Station. The District will provide a site notice board detailing the hours of operation, waste acceptance provisions and emergency provisions for each Transfer Station;
- (s) refer any contentious or irresolvable issues or complaints to the District Representative, using forms provided by the District Representative;
- (t) in the event a member of the public wishes to make a complaint regarding the Services, provide the member with the appropriate form (to be provided to the Contractor by the District's Representative) and promptly provide any completed forms directly to the District's Representative;
- (u) deposit daily cash and other receipts (cash, debit card and credit card payments) in compliance with District financial policies and procedures, . is currently done on a daily and weekly basis;
- (v) Site Attendant at the Dawson Creek Transfer Station will perform daily close outs, take cash and bank slip in the deposit bag to the bank daily, and drop off Regional District paper work at the Dawson Creek Office daily;
- (w) Site Supervisor (or alternative representative) will be responsible for bi-weekly cash pick-ups, which includes going to each transfer station (except the Dawson Creek Transfer Station) every second Saturday to pick up bank deposits, drop off of the bank deposit at the bank every second Monday, and drop off the Regional District paper work at the Dawson Creek Office every second Monday. Currently TD Canada Trust is the Regional District's Bank.

The Contractor shall provide sufficient staff to facilitate and ensure the operation of the Contract, including site operations, haulage, maintenance, and contract management (Method Statement 4). The Contractor must provide an Attendant at each site to perform duties as described in the Service Delivery Plan. The Contractor must provide a supervisor to coordinate and manage staff (Attendants, truck drivers, etc.) and liaise and report to the Regional District.

5.3 Hours of Operation

The opening hours for each Transfer Station (the “Hours of Operation”) will be as follows:

North Peace	
Cecil Lake	Tuesday and Friday: 8am to 2pm Wednesday: 12pm (noon) to 6pm Saturday: 10am to 6pm
Rose Prairie	
Prespatou	
Wonowon	
Buick Creek	
Goodlow	
Pink Mountain	
Upper Halfway	Tuesday and Friday: 7am to 1pm Wednesday: 2pm to 8pm Saturday: 10am to 6pm
South Peace	
Dawson Creek Transfer Station	Wednesday to Sunday: 9am to 6pm*
Kelly Lake	Tuesday and Friday: 8am to 2pm Wednesday: 12pm (noon) to 6pm Saturday: 10am to 6pm
Tomslake	
Rolla	Tuesday and Friday: 7am to 1pm Wednesday: 2pm to 8pm Saturday: 10am to 6pm
West Peace	
Moberly Lake	Monday, Tuesday, Friday, Saturday: 1pm to 6pm Sunday: 12pm (noon) to 6pm

*In the summer of 2017 the Regional District will be conducting a pilot project to have the Dawson Creek Transfer Station open 7 days a week 9am to 6pm from May 1, 2017 to October 31, 2017. Depending on the success of the pilot project and approval of the Regional District governing Board to continue, the extended hours at the Dawson Creek Transfer Station may be carried forward in future years.

At the Services Start Date, the Contractor will open each Transfer Station for a total of 26 hours per week with the exception of Dawson Creek which shall be open for 45 hours per week. The District may at any time during the Term change the Hours of Operation of one or more Transfer Stations by providing notice to the Contractor’s Representative. If the affected Transfer Station’s Hours of Operation remain at 26 hours per week, or in the case of Dawson Creek remain at 45 hours per week, the Contractor will not be entitled to any additional compensation for such a change. If the affected Transfer Station’s Hours of Operation are greater than or less than 26 hours per week, or in the case of Dawson Creek are greater than or less than 45 hours per week, Section 5.0 of the Contract will apply.

5.4 Repair and Maintenance of Transfer Stations

As part of the Operation Services, the Contractor will repair and maintain the Transfer Stations in accordance with the following:

- (a) maintain each Transfer Station's site office/attendant's building in a neat, clean and tidy manner at all times;
- (b) apply dust suppressants to all graveled road surfaces at the Transfer Station at least once per year;
- (c) ensure that the 'share sheds' at each Transfer Station are kept clean and tidy and disposing of items unfit for re-use in the appropriate Container;
- (d) assume the full cost and repair of any damage the Contractor causes to the Station Facilities, provided that the Contractor will not be responsible for the cost of repair from normal wear and tear or damage caused by a 3rd party (e.g. vandalism or damage due to break-and-enter).
- (e) remove snow and/or sand roadways and landings as required at each Transfer Station during poor weather conditions;
- (f) apply winter de-icing to ensure the public can access the Transfer Stations and continue to deposit waste safely;
- (g) repair any damage to the security fence at all Transfer Stations as soon as possible after identification. With prior written approval of the District Representative, the cost of such repairs will be covered by the District following submission of a formal invoice;
- (h) the Contractor shall be responsible for providing and maintaining a portable hand washing station at each site office for staff hygiene, except for the Dawson Creek Transfer Station. The transfer stations have an integral fresh water supply tank that the Contractor will need to fill with potable quality water when required. The transfer stations also have a tank to capture grey water which the Contractor shall empty off-site at an approved septic disposal facility. Under no circumstances is effluent of any kind to be discharged at any of the WTS. The Dawson Creek Transfer Station has water and septic services;
- (i) where applicable, the timely filling and emptying of storage tanks for clean water and waste water serving the site office/attendant's building. Any damage caused to the systems by neglect to the equipment or from inadequate filling and emptying shall be repaired at the Contractor's expense; and
- (j) at Prespatou and Dawson Creek transfer stations:

- (i) maintain the weigh scale, including clearing of debris, soil and snow as required; and
- (ii) steam clean the weigh scale on an as needed basis, but not less than two times per year; and
- (k) do all other repair and maintenance activities described in Schedule 1 - Method Statements.

The District will be responsible for repairs to fixed assets installed during original facility construction. This would include, for example, the repair of fences, gates, lock block wall components including railings, site office (except damage caused by negligence of Contractor), rig mats, yard lighting, access roads and ditches (due to erosion damage or culvert failure, for example), etc. Damage caused by vandalism or break-and-enter is also covered by the District. The Contractor shall be responsible for on-going maintenance of infrastructure to ensure operational integrity of the facilities.

5.5 Closure of Transfer Station Locations

If, for any reason, the District cannot lawfully operate a Transfer Station, the District may by providing notice in writing to the Contractor delete the obligation to operate that Transfer Station from this Contract.

5.6 Opening of Transfer Station Locations

As per section 9.1, the PRRD plans to construct five Waste Transfer Stations by 2019 at or near the following areas:

- North Peace:
 - Doig Road/Milligan Creek Road area (Tier 2)
- South Peace:
 - Lebell Area (Tier 2)
- West Peace:
 - Groundbirch area (Tier 1)
 - Lone Prairie area (Tier 2)
 - Hasler Flats area (Tier 2)

5.7 General

All Waste, including Recyclables, will be the property of the District.

If, for any reason, the District cannot lawfully construct and/or operate a Waste Transfer Station, it may by providing notice in writing to the Contractor terminate the obligations of both parties under this Agreement in respect of that Transfer Station.

The District shall have the right to propose and discuss new activities or changes to current activities on any Site. The Contractor shall not unreasonably withhold agreement to new activities or changes.

6.0 HAULING SERVICES

6.1 Hauling Services

The Contractor will perform all hauling services required to transport the Waste and the Recyclables in accordance with the Contract (collectively the “**Hauling Services**”), including the following:

- (a) loading Waste and select Recyclables at the Transfer Stations;
- (b) hauling:
 - (i) Waste from the Transfer Stations to the applicable Landfills; and
 - (ii) Select Recyclables from the Transfer Stations to the applicable Recycling Facility.
- (c) For the Kelly Lake, Rose Prairie, Cecil Lake Transfer Stations, the Contractor shall dump inert bulky waste and wood waste into the pits provided. The Contractor shall supply and use equipment with appropriately-sized tracks to compact and cover the inert bulky waste and wood waste with soil material that is available on-site. Soil cover application is approximately twice per year, unless otherwise specified by the District.

There will be no further responsibility, on-cost or revenues to the Contractor associated with the receipt, treatment or disposal of the material at the designated destination.

6.2 Hauling Schedule

The Contractor will provide a vehicle schedule including fuel usage and emissions (Method Statement 3). The Contractor will be responsible for arranging haulage and delivery times with the designated delivery point during the appropriate hours of operation for delivery. The District will supply the contact information required for each delivery point.

The District provides no guarantees to the quality of waste which will be delivered to the sites for the period of the Contract.

If for any reason the contractual arrangements between the District and the recycling contractor regarding Recyclables is amended, then the District reserves the right to change or remove the Contractor’s responsibility for managing and hauling those Recyclables, without payment of any additional amount to the Contractor. The Contractor will continue to perform its hauling obligations under this Agreement during severe winter conditions as expected except where prevented by road closures,

6.3 Vehicles

All vehicles used by the Contractor to perform the Services will:

- (a) be specified and maintained with a high CO₂/engine emission standard and fuel economy. These vehicles will be high performing environmental models such as for example high specification diesel and/or bio fuel;
- (b) provide vehicles with Roll-off or similar suitable equipment, complete with driver or drivers, to transport Containers between the WTS and the Recycling Facilities or final designated landfill site;
- (c) regularly assess the loading and routing of vehicles, and their end destinations to minimise the carbon footprint of the Services;
- (d) only use suitably qualified and trained drivers;
- (e) fit all vehicles with reversing CCTV;
- (f) propose the livery for the vehicles for approval by the District;
- (g) use vehicles that allow for the removal of Containers before they are full;
- (h) repair and maintain all HGVs (heavy goods vehicles) so that they are in a road worthy condition at all times;
- (i) not wash or repair the HGVs at the Transfer Facilities, except with the prior approval of the District's Representative;
- (j) optimise the fuel consumption of all equipment and transport vehicles;
- (k) keep all vehicles clean of dirt;
- (l) display, at the Contractor's election, company details on the doors or the cab of vehicles; and
- (m) ensure that all loads hauled by the Contractor shall be secured and covered in compliance with Ministry of Transportation regulations.

6.4 Lock Block Bays / Stewardship

The 3-bay lock-block containment structure will be present at Tier 1 sites: Cecil Lake, Kelly Lake, Prespatou, Rose Prairie, Tomslake and Wonowon. The containment will be constructed on site as part of the District's redevelopment program.

On each site a designated number of lock-block bays will be used under a partnership arrangement with local product stewards, currently with Tire Stewardship. That partnership arrangement will be an agreement between the District and the product steward. The Contractor will be responsible for overseeing the placement/storage of stewardship products within the designated bay areas, but is not responsible for the haulage of these products (Method Statement 2). The Contractor will facilitate the haulage of such material by the Product Steward.

7.0 EQUIPMENT

7.1 Containers

The Contractor is required to supply sufficient containers (each a "Container") such that the following are available during the Hours of Operation and to handle the capacity for the deposit of waste (Method Statement 2),

		50yd roll-off (Bulky MSW and Construction/ demolition)	50yd roll- off, option (Mixed wood)	40yd roll-off (Scrap metal)	30yd roll-off (Appliances with ODS i.e. fridges/freezers etc)	40yd side loading roll- off (Recyclable materials)
North Peace	Cecil Lake	0	0	0	1	2
	Rose Prairie	0	0	0	1	2
	Prespatou	1	1	1	1	2
	Wonowon	1	1	1	1	2
	Buick Creek	0	0	0	0	2
	Goodlow	0	0	0	0	1
	Pink Mountain	0	0	0	0	1
	Upper Halfway	0	0	0	0	1
South Peace	Dawson Creek Transfer Station	3	2*	1*	1	0
	Kelly Lake	0	0	0	1	1
	Tomslake	1	1	1	1	2
	Rolla	0	0	0	0	2
West	Moberly Lake	0	0	0	0	1

* At the Dawson Creek Transfer Station 30yd³ roll off bins are used for Wood and Scrap Metal

The Contractor will:

- (a) service and maintain the Containers so that they are structurally sound and clean for the duration of the Term, including periodic:
 - (i) cleaning of all Containers, inside and outside, to preserve sanitary condition; and
 - (ii) repainting and refurbishment as necessary to maintain both operational capability and aesthetic appearance;

- (b) ensure that sufficient spare Containers are available so that each site retains the capacity to receive waste during the Hours of Operation;
- (c) be responsible for the cost of supply and maintenance of Containers and for any replacement of Containers required during the Term;
- (d) periodically consolidate storage to maximize storage capacity and provide safe, unobstructed access for Transfer Station users; and
- (e) the Contractor will deposit refrigeration appliances containing ozone depleting substances directly in a 30yd roll-off for onward haulage to the designated destination. The roll-off will be situated in a location designated by the Regional District.

7.2 Compactor

The PRRD will supply a compactor and associated detachable 40yd roll-off Container(s) for deposit of bagged household municipal solid waste.

7.3 Inventory of Equipment and Facilities

The Contractor shall assist the District in the smooth equipment of the WTS and the commencement of this Contract (Method Statement 6).

A formal survey and inventory of all equipment will be conducted by the District for each Transfer Station prior to the commencement of the Services, and at the expiry of the Term. The Contractor will cooperate with all reasonable requests made by the District's Representative. The Contractor will return all Transfer Station facilities, buildings and equipment to District at the end of the Term in a similar condition as existed at the commencement of the Term, subject to reasonable wear and tear. The Contractor will make good any damage to transfer station sites and equipment.

8.0 REPORTING

8.1 Provide monthly service reports for each on

- staff and their working hours (contract management and site attendant)
- hauling tips for residual waste haulage, disposal location, and corresponding weigh scale ticket number
- hauling tips for recyclable material haulage and end location
- inventories of product stewardship materials at WTS where these materials are collected
- fuel usage
- availability and performance
- site maintenance and 3rd party services, hours, and cost.

9.0 CHANGES

9.1 Change Orders

The District may, without invalidating the Contract, direct the Contractor to make changes to the Services (each a “**Change**”) , including:

- (a) the addition of services that are of a type and character similar to the Services;
- (b) a deletion of a portion of the Services;
- (c) an alteration of the Services; and
- (d) giving directions to the Contractor respecting acceptance, storage, transportation and disposal of Refuse;

and the Contractor will, without delay comply with such direction. If a Change causes an increase or decrease in the cost of the Services, the fee for the Services will be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon the District and the Contractor. The District will issue a Change Order for any Change.

9.2 Proposed Change

At any time and from time to time during the Term the District may direct the Contractor by written notice to promptly prepare and deliver to the District’s Representative, at no additional cost to the District, a cost estimate for a Change, covering the necessary and reasonable change (increase or decrease) to the Contractor’s direct cost, overhead costs, and profit, of performing the Services caused by the Change. If the District notifies that the cost estimate is urgent, the Contractor will prepare and deliver the estimate to the District within 24 hours. Schedule 5- to the extent such prices are applicable to the Change.

If the District agrees with the cost estimate provided by the Contractor, the District may give the Contractor written notice to perform the Change. Upon receipt of such written notice, the Contractor will perform the Change in accordance with the terms of this Contract and the District will issue a Change Order for such Change including an adjustment to the Contract Price by the agreed amount.

If the District does not agree with the cost estimate provided by the Contractor, the District may nevertheless give the Contractor written notice to perform the Change. Upon receipt of such written notice, the Contractor will perform the Change in accordance with the terms of this Contract and the District’s Representative will, acting reasonably and applying the prices set out in Schedule 5 – Schedule of Prices, if the prices are applicable to the Change, determine the adjustment to the Contractor’s payment, provided that if the Contractor disputes the amount determined by the District’s Representative, the Contractor may invoke the dispute resolution mechanism in Section 14.1.

10.0 PAYMENT

10.1 Payment

The Peace River Regional District will pay the Contractor for the performance of the Services the amounts as set out in Schedule 5- Schedule of Prices (the “**Contract Price**”).

10.2 Monthly Invoices

Within five working days after the end of a calendar month during the Term the Contractor will prepare an invoice in a format satisfactory to the District’s Representative for the monthly period ending the last day of the preceding month listing:

- (a) the Contractor’s name, address, telephone number and G.S.T. number, as applicable;
- (b) the invoice number;
- (c) a subtotal and supporting information;
- (d) the amount of applicable taxes; and
- (e) the total amount owing by the District to the Contractor.

10.3 Determination of Invoice

Within ten business days of receipt of a complete invoice, as described in Section 2, the District’s Representative will review the invoice and approve it for payment as follows:

- (a) approve it in the full amount if the District’s Representative agrees it is complete and correct as submitted; or
- (b) if the District’s Representative does not agree with the Contractor regarding any aspect of the invoice, then the City’s Representative will:
 - (i) prior to approving the invoice, fully advise the Contractor of the reasons for the disagreement; and then
 - (ii) approve the invoice with a copy to the Contractor, in the amounts the District’s Representative determines are correct.

10.4 Declaration

If requested in writing by the District’s Representative, the Contractor will, as a precondition to the payment of the invoices, provide a sworn declaration, in a form acceptable to the District’s Representative, that all amounts relating to the Services due and owing to third parties, including all Subcontractors and suppliers, as of the end of the month covered by the invoices, have been paid and that the Contractor is currently in good standing with the Workers' Compensation

Board. Where sub-contractors or suppliers of material are not receiving prompt payment, the District may make payments to such sub-contractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

10.5 Due Date for Payment

The amount certified for payment by the District's Representative as shown for payment on the invoices will be due and payable to the Contractor on the later of:

- (a) the last working day in the calendar month following the invoice period; or
- (b) 15 business days following the receipt of a complete invoice as required under Section 10.2, and receipt of the declaration if required under Section 4.

10.6 Deductions and Set Off

In addition to any other deduction or withholding, the District may set off and deduct from any payment owing to the Contractor sums in respect of, but not limited to:

- (a) assessments or compensation payable by the Contractor or authorized Subcontractor pursuant to the *Workers Compensation Act* if the Contractor or an authorized Subcontractor has failed to pay them; and
- (b) any claim that the District has against the Contractor under this Contract or otherwise.

10.7 Entire Compensation

The Contract Price includes the full price for the complete performance of the Services in accordance with the terms of this Contract, including full compensation for all costs of supervision, labour, material, equipment, overhead, financing, insurance, head office, and all other costs and expenses whatsoever incurred in performing the collections, and all profit, and all applicable taxes, except for HST payable on amounts owing to the Contractor. (If at any time during the Term the Province of British Columbia repeals the HST payable and substitutes a new tax or taxes for such HST, then the District will pay any net increase in taxes owing on payments owing to the Contractor, but will be entitled to the full benefit of any net reduction in taxes payable.)

10.8 Fuel Rate Market Adjustment

The unit rates as set out in Schedule 5- Schedule of Prices will be adjusted monthly during the Term on account of changes to the price of fuel as follows:

- (a) the fuel component (the "**Fuel Component**") of a unit rate will be deemed to be 20%, which percentage will not vary during the Term: Schedule 5- will be calculated monthly to take account of any increase or decrease in the price of fuel as compared to the price of fuel on the "Closing Date" under the Tender Schedule 5- was submitted to the

District. The parties agree that the calculation will be as demonstrated in the numerical example set out at the end of this Section;

- (b) the applicable fuel prices for the purposes of this Section will be the fuel price as of the end of the monthly reporting period at the Dawson Creek CO-OP bulk station located in Dawson Creek, BC which the Contractor actually pays, (or which the Contractor would have been charged if for any reason the Contractor changes its supplier of fuel), or other fuel supply as agreed by the District's Representative and the Contractor's Representative;
- (c) any payment invoice reflecting a Fuel Component adjustment must include all calculations describing the adjustment to the unit rates;

Example #1: Fuel Calculation First Month

Current rate	=	\$200.00/Tip
Bid Rate Per Load	=	\$200.00/Tip
Bid Date Fuel Price	=	\$1.2800 per litre, excluding applicable taxes
Prior Monthly End Fuel Price	=	\$1.3568 per litre, excluding at applicable taxes
Fuel increase	=	6% increase over base fuel rate of \$1.28 per litre
Adjustment Calculation	=	$\$200.00 * 0.20 = \$40.00 * 1.06 = \$42.40$
New Rate	=	$(\$42.40 - \$40.00) + \$200.00 = \$202.40$

Example #2: Fuel Calculation Second Month

Current rate	=	\$203.60/Tip
Bid Rate Per Load	=	\$200.00/Tip
Bid Date Fuel Price	=	\$1.28 per litre, excluding applicable taxes
Prior Monthly End Fuel Price	=	\$1.203 per litre, excluding applicable taxes
Fuel increase	=	6% decrease below the base fuel rate of \$1.28.
Adjustment Calculation	=	$\$200.00 * 0.20 = \$40.00 * 0.94 = \$37.6$
New Rate	=	$(\$37.6 - \$40.00) + \$200.00 = \$197.6$

10.9 Non-Fuel Inflation Adjustments

The unit rates as set out in Schedule 5- will be adjusted annually during the Term, on the anniversary date of this Contract, on account of changes to the prices of other costs as follows:

- (a) the component of the unit rates for all costs other than fuel (including the cost of all labour, plant, equipment and materials) (the "**Non-Fuel Component**") of a unit rate will be deemed to be 80%, which percentage will not vary during the Term; Schedule 5- will be calculated annually to take account of any increase or decrease in the price of all non-fuel costs that has occurred, calculated based on the Consumer Price Index published

by Statistics Canada applicable as of the date of calculation. The adjustments to the Non-Fuel Components will for the 12 months following the calculation date.

11.0 PERSONNEL

11.1 Conduct of Personnel

The Contractor will ensure that all personnel performing the Services (the “**Personnel**”) conduct themselves in a courteous and respectful manner that is conducive to positive public relations.

11.2 Reassignment of Personnel

The District’s Representative may direct the Contractor to remove any Personnel from involvement in the performance of Services where such Personnel has engaged in conduct which, in the District’s Representative’s sole discretion, is unsafe, incompetent or is not courteous, respectful, or conducive to positive public relations, or where any Personnel is found to be under the influence of alcohol, drugs, or other substance in the performance of Services.

11.3 Worker’s Compensation Board and Occupational Health and Safety

- (a) The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all Personnel, workers, employees, servants and others engaged in the supply of the Services.
- (b) The District has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the District to the Contractor.
- (c) The District will have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.
- (d) The Contractor will at the execution of this Contract provide the District with the Contractor's Workers' Compensation Board registration number and a clearance letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and has satisfied all outstanding remittances requirements and has no assessments or penalties outstanding.
- (e) Without limiting the generality of any other indemnities granted by the Contractor in this Contract, the Contractor will indemnify and save harmless the Indemnified Parties from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnified Parties incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or

in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- (f) The Contractor will ensure compliance with and conform to all health and safety laws, standards, bylaws and regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and the Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services pursuant to Section 118 of the *Workers Compensation Act*. The Contractor will appoint a qualified coordinator for the purposes of coordinating health and safety activities in the workplace.
- (g) The District may install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the District be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- (h) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulation Section. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Waste and any future MSDS updates will be forwarded.

11.4 Health, Safety and Welfare

The Contractor will have in place a comprehensive Health & Safety Plan covering all aspects of the Services that complies with all requirements under the Health & Safety legislation. The Health & Safety Plan will include risk assessments for the Operation Services and the Haulage Services and will include a fire response plan. The plan will be reviewed at least annually and amended as necessary to take into account changes in legislation and/or circumstances.

The Contractor's annual report should address key health and safety issues including the effectiveness of its systems for controlling health and safety risks. The Contractor will ensure that the Health & Safety Plan and all related matters are fully implemented at all Transfer Stations both in respect of Personnel and public users. The Contractor will train all Personnel in accordance the Health & Safety Plan and will induct all Personnel prior to working on the Transfer Stations

The Contractor will provide Personnel with appropriate personal protective equipment. The Contractor will prominently display at each Transfer Station a copy of the Transfer Station rules and conditions and the contract will provide Personnel and visitors. The Contractor will ensure that children and animals entering the Transfer Station are under the control of a supervising adult and remain in vehicles at all times while at the Transfer Station.

The Contractor will provide all necessary first aid, health and safety facilities at each of the Transfer Stations used in the provision of the Service, commensurate with the requirements of all statutory authorities. The Contractor will provide and maintain fire fighting equipment (fire extinguishers) at all Transfer Stations and the Contractor will provide training in the equipment's use to all Personnel. The Contractor will test all equipment and maintain records in accordance with the relevant legislation. The Contractor will enforce a no smoking policy within the Transfer Station boundaries except in designated areas at each of the Transfer Stations. The designated area will only extend to Personnel.

12.0 CONTRACTOR'S DEFAULT

12.1 Contractor Bankruptcy or Insolvency

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors because of the Contractor's insolvency or if a receiver is appointed because of the Contractor's insolvency, the District may, without prejudice to any other of the District's rights or remedies, terminate this Contract by giving the Contractor or receiver or trustee in bankruptcy written notice effective immediately upon receipt by the Contractor. The Regional District will continue the provision of the Services using the Performance Bond.

12.2 Failure to Perform and Performance Security

Without limiting the Contractor's performance obligations as set out otherwise in the Contract, if the Contractor:

- (a) to a material extent fails, refuses or neglects to perform the Services as required by this Contract;
- (b) fails to comply with the requirements of applicable law including the requirements for the operation of the Transfer Stations;
- (c) fails to comply with a material requirement of this Contract including if the Contractor should put the safety of the public or the environment at risk;
- (d) commits a breach, or series of breaches, of any term, covenant or undertaking to the District, which demonstrates either a persistent inability, or a persistent unwillingness, to comply with its obligations under this Contract; or
- (e) fails to provide and maintain fleet of vehicles, Containers, equipment and associated Personnel sufficient in number and capacity to perform the Services at all times,

then the District may notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the five days immediately following the receipt of such notice.

The Regional District will require a Performance Bond as set out in Schedule 6. The Contractor shall include this provision in the pricing. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or fail in any respect to prosecute the Services with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Regional District may, at its option, immediately provide such sufficiency of labour and deduct the cost thereof from any monies due or thereafter to become due under this Contract or from the Performance Bond. Should the above occur, the Regional District may, at its option, after giving ten (10) days written notice to the Contractor, terminate the employment of the Contractor and re-tender the Services.

12.3 Correction of Default

If the correction of the default under Section 12.2 cannot be completed in the five days specified, the Contractor will be in compliance with the District's instructions if the Contractor:

- (a) immediately takes all reasonable steps to begin to correct the default;
- (b) provides the District's Representative with a schedule reasonably acceptable to the District's Representative for such correction; and
- (c) completes the correction in accordance with such schedule.

12.4 Remedies

If the Contractor fails to correct the default under Section 12.2 in the time specified or subsequently agreed upon, the District may, without prejudice to any other right or remedy:

- (a) correct such default, using its own employees or third party contractors, in which event the Contractor will immediately pay the District the full amount of all costs (including the District's staff, administration and overhead costs and costs of third parties) reasonably incurred by the District on account of the default, and the District may:
 - (i) deduct from any payment then or thereafter due to the Contractor; or
 - (ii) draw on the Letter of Credit;

the full amount incurred as a result of the default, and in the event there is any shortfall such amount will be immediately due and owing by the Contractor to the District;

- (b) delete any portion of the Services from this Contract for the balance of the Term, in which event the Contractor will remain responsible for the performance of the remaining Services; and/or
- (c) give written notice to terminate the whole or any part of this Contract.

12.5 Rights Upon Termination

If the District terminates the whole or any part of this Contract, the District will, while taking all reasonable measures to minimize costs and delays, be entitled to:

- (a) to take possession of the materials, machinery and equipment intended for the Services, to utilize the materials, machinery and equipment, subject to the rights of third parties, and to perform the Services, using its own staff or third party operators, until the District implements new arrangements for the performance of the Services, including procurement of a new contract;
- (b) to procure, upon such terms and in such manner as the District may deem appropriate, services similar to those Services terminated and the Contractor will be liable to the District for any extra cost of such similar services including higher or additional prices;

- (c) to withhold any payments owing to the Contractor; and/or
- (d) to:
 - (i) deduct and retain from any amounts withheld from the Contractor; or
 - (ii) draw on the Letter of Credit;

the total of any additional costs (the "**Default Costs**") in excess of the Contract Price which the District incurs because of the Contractor's default, including but not limited to the costs of other contractors, any administrative costs, the costs of the District's own forces and all the costs to the District of the District's Representative, and pay the balance, if any, to the Contractor. If the total of the Default Costs exceeds the total of the payments the District has withheld, then such excess will be immediately due and owing by the Contractor to the District.

12.6 Warranties to Continue

If for any reason the whole or any part of this Contract is terminated, the Contractor's obligations described in this Contract as to quality, correction and warranty will continue in force after such termination with respect to the Services performed by the Contractor up to the time of termination.

12.7 Remedies Non-exclusive

The rights and remedies of the District provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12.8 Termination without Cause

The District reserves the right to terminate this Contract without cause on 90 days' notice in which event the Contractor will be paid by the District (insofar as such amounts will not have already been covered by payments on account made to the Contractor) for all Services executed prior to the date of termination, and in addition:

- (a) the amounts payable in respect of any preliminary items so far as the Services comprised therein has been carried out or performed, and a proper proportion (as certified by the District's Representative) or any such items, the services comprised in which, has been partially carried out or performed, insofar as such expenditures will not have been covered by the aforementioned payments;
- (b) the cost of materials or goods reasonably ordered for the Services which will have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the District upon such payment being made);
- (c) the cost of removal of the Contractor's construction equipment and small tools from the WTS and (if required by the Contractor) return thereof to the location that will have been considered the Contractor's headquarters for the Services or to any other

destination at no greater cost. Provided always that, against any payments due from the District hereunder, the District will be entitled to be credited with any sum previously paid by the District to the Contractor in respect of the execution of the Services and the District will not pay or be liable to pay any bonus, damage or other claim by the Contractor for loss of his expected profit on the uncompleted portions of the Services.

13.0 COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The Contractor covenants, represents and warrants to the District that:

- (a) the Contractor is a [**corporation/partnership/sole proprietorship/Joint Venture**] duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; [**Note to Bidder: to be amended based on legal entity of Successful Bidder**]
- (b) the Contractor has the power and capacity to enter into this Contract and to comply with every term and condition of this Contract;
- (c) all necessary proceedings have been taken to authorize the Contractor to enter into this Contract and to execute and deliver this Contract;
- (d) this Contract has been properly executed by the Contractor and is enforceable against the Contractor in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made, furnished or given by the Contractor, its directors, officers or anyone acting on behalf of the Contractor, including those contained in the Contractor's proposal to the District in response to the Tender, to the District in connection with this Contract is materially correct and accurate;
- (f) the Contractor has no knowledge of any fact that materially adversely affects or, so far as is it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Contract;
- (g) the observance and performance of the terms and conditions of this Contract will not constitute a breach by it or a default by it under any statute, regulation or by law of Canada, or of the Province of British Columbia applicable to or binding on it, its constating documents or any contract or agreement to which it is a party;
- (h) the Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that in either case would materially adversely affect its financial condition or its ability to fulfill its obligations under this Contract;

- (i) the Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has complied with all Workers' Compensation legislation and other similar legislation to which it is subject and has paid all G.S.T., taxes, fees and assessments due by the Contractor under those laws as of the reference date of this Contract;
- (j) the Contractor holds all permits, licences, consents and authorities issued by any Governmental Authority that are required by law to conduct its business, including the transportation and disposal of the Waste;
- (k) the Contractor's investigation of the areas in which the Services will be provided, including the Transfer Stations, and all other requirements of this Contract has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the District;
- (l) the Contractor has sufficiently trained Personnel, staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable it to fully perform the Services;
- (m) the Contractor will pay punctually as they become due all accounts, expenses, wages, salaries, H.S.T., taxes, rates, fees and assessments required to be paid by it;
- (n) the Contractor will comply with all the requirements of this Contract and will perform all the Services and will supply all labour, equipment and materials necessary to do so;
- (o) the Contractor is an independent contractor and no partnership, joint venture or agency involving the District is created by this Contract;
- (p) the District's Representative may, from time to time, give such instructions to the Contractor as the District's Representative considers necessary in connection with provision of the Services, which instructions the Contractor will comply with but the Contractor will not be subject to the control of the District with respect to the manner in which such instructions are carried out;
- (q) all Personnel used by the Contractor to provide the Services are not the employees of the District; the Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee (if any); and
- (r) the Contractor will supply at its own costs and expense everything necessary for the proper completion of the Services and the proper performance of its obligations under this Contract.

14.0 DISPUTE RESOLUTION

14.1 Disputes

Any disputes (each a “**Dispute**”) between the District and the Contractor arising out of or relating to this Contract, including with respect to any claim, or the performance of the Services, or the interpretation of this Contract, or any failure by the District and the Contractor to agree where this Contract calls for agreement, will be settled in accordance with the provisions of this Section 14.0. In the event of a Dispute then:

- (a) either party may give written notice of Dispute to the other party;
- (b) the Contractor and the District will meet within three business days after the notice of Dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties; and
- (c) if the parties cannot resolve the Dispute within ten business days after they first meet, or if the parties fail to meet within ten business days of the first request for a meeting, then with the consent of both parties the matter may be referred to a single arbitrator for final determination, and in the event that both parties do not so consent then either party may commence litigation to have the dispute settled.
- (d) The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrator may decide. The Regional District shall recoup arbitration costs that are in excess of the deposit, by deducting it from outstanding contract payments or the Bond.
- (e) When the Regional District or Contractor applies for arbitration, the application shall not be entertained until security in the amount of five thousand dollars (\$5,000.00) has been deposited by the applicant with the Manager to apply to the cost of arbitration. In case of a balance remaining to the credit of the Contractor according to the certificates of the Manager, the same may be received on account of the said security to apply to the cost of arbitration.

14.2 Performance to Continue

The Contractor will continue performance of this Contract during a Dispute with the District and, notwithstanding any Dispute, the Contractor will comply with all written directions from the District’s Representative relating to the performance of the Services, without prejudice to the Contractor’s rights. The timely performance of the Services may not be delayed or postponed pending resolution of any Dispute.

15.0 INDEMNIFICATION AND INSURANCE

15.1 Indemnity

The Contractor will indemnify and save harmless the District and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the “**Indemnified Parties**”) from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnified Parties incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Contract, or any wrongful or negligent act or omission of the Contractor or any employee, authorized Subcontractor or agent of the Contractor.

15.2 Survival of Indemnity

The indemnity described in Section 15.1 will survive the termination or completion of this Contract and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnified Parties.

15.3 Insurance

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term the following insurance in forms and amounts acceptable to the District from insurers licensed to conduct business in Canada:

- (a) **General Liability Insurance:** The Contractor must provide Comprehensive General Liability Insurance with limits of not less than \$5,000,000 inclusive per occurrence for personal injury, death and damage to property including the loss of use thereof and will include coverage for:
 - (i) premises, activities and operations liability;
 - (ii) blanket contractual liability;
 - (iii) cross liability;
 - (iv) contingent employer's liability;
 - (v) owners and contractors protective;
 - (vi) occurrence basis property damage;
 - (vii) broad form property damage;
 - (viii) employees as insureds;
 - (ix) personal injury; broad form loss of use; and
 - (x) public liability.
 - (xi) The policy will cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part of parts of the Services. The form of this insurance will be acceptable to the District and will be maintained continuously

during the term of the Contract. The policy will include the District as an additional insured.

- (b) **Automobile Liability Insurance:** The Contractor will provide and maintain liability insurance in respect of owned, non-owned and leased or rented licensed vehicles, subject to limits of not less than \$5,000,000 inclusive. The policy will cover as unnamed insurers, anyone employed directly or indirectly by the Contractor to perform a part of parts of the Services. The form of this insurance will be acceptable to the District and will be maintained continuously during the term of the Contract. The policy will include the District as an additional insured.

15.4 Insurance Requirements

The Contractor will provide the District with evidence of the required insurance prior to the commencement of the Services. The Contractor will, on request from the District, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services. All required insurance will be endorsed to provide the District with 15 days advance written notice of cancellation. The Contractor will require and ensure that authorized Subcontractor, if any, maintains insurance comparable to that required above. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the District or any insurer of the District.

15.5 Additional Insurance

Subject to any specific agreements that the District and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this Contract, the Contractor will, as part of the Services, cooperate with the District to obtain additional insurance covering the Services if the District, in its discretion, determines that additional insurance is required. The District will pay the cost of the premiums for any additional insurance.

The Contractor acknowledges that any requirements of the District as to the amount of coverage under any policy of insurance will not constitute a representation by the District that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Contractor from responsibility for any amounts for which the Contractor may be legally liable which may exceed these limits.

15.6 Notice of Claims

If at any time during the performance of the Services the Contractor becomes aware of a claim or potential claim against any insurance policy that the Contractor has, pursuant to this Contract, indicated to the District may apply to the Services, then the Contractor will immediately advise the District in writing of such claim, including particulars.

15.7 Claims Management

The Contractor will have a claim management process in place to handle third party claims. The Contractor will respond to any claimant in a timely and courteous manner and in accordance with applicable ethical and professional standards.

16.0 RECORDS AND REPORTING

16.1 Records

The Contractor will maintain all records required by law and will accurately provide to the District all such returns as may be required by law or as the District may reasonably request from time to time.

The Contractor will operate an electronic management information system (MIS) to record the weights of all Recyclable Materials and Wastes, and the performance and availability of all Services provided under the Contract. Details will be provided in Method Statement 1. The District will have access to the Contractor's live electronic management system.

The Contractor will file all reports, records or notices required in a standard format under any applicable environmental law including any handling of hazardous wastes.

The Contractor must maintain detailed, complete, accurate and up to date books of accounts and records relating to its operations under this Contract or to the valuation of its Services under this Contract in accordance with Section 5.13.

16.2 Reporting

The Contractor will provide in Method Statement 1 how they will monitor and report to the District the Services and ensure that procedures and records are in place to show compliance with operational requirements of the Service and waste is being accepted and placed in accordance with the Contract.

The Contractor will provide all information systems and equipment necessary to monitor the provision of the Service throughout the term of the Contract in accordance with good industry practice and will provide all necessary monitoring and automated data recording necessary to demonstrate good operational and environmental practice in the provision of the Services.

The Contractor will be responsible for monitoring its own performance of the Services in accordance with the Specification (including performance against the performance criteria) and SDP. The SDP will contain details of the monitoring system and the methods and frequency of the inspections.

The Contractor will notify the District promptly of any performance failures or events that may hinder the Contractor from complying with the Contract.

The Contractor will electronically submit a monthly service report to the District within 5 Working Days of the end of the month, for the preceding month. This will set out the monitoring data,

performance and delivery of the Service over the preceding month. This will be used to determine any adjustment under the Payment Mechanism.

The Contractor will submit annually to the District a report, on the performance and delivery of the Service within 10 Working Days of each anniversary of Contract commencement. Any corrections to monthly and annual reports submitted by the Contractor are to be made within at least 10 Working Days after being notified by the District or alternative time period if agreed in advance with the Manager of Solid Waste Services.

The Contractor will provide in the monthly reports summary details for each site:

- (a) staff and their working hours in monthly;
- (b) residual waste haulage and disposal location;
- (c) recyclable material haulage and end location;
- (d) fuel usage;
- (e) inventories of agricultural plastics and containers at WTS where these materials are collected;
- (f) inventories of product stewardship materials at WTS where these materials are collected;
- (g) availability and performance; and.
- (h) site maintenance.

The annual report will provide details of the sustainability of the Services including statistics on fuel usage.

16.3 District's Right to Inspect

The District has the right at all reasonable times to inspect any of the Contractor's books of accounts or records relating to its operations under this Contract, and the Contractor must, forthwith after a request from the District, make such books of accounts and records available for inspection by the District.

The District will have the right of access to all Sites at all times for all purposes in connection with this Contract.

The Contractor will permit access to any Site at any reasonable time to any contractor the District may have engaged for the purpose of undertaking works to any part of the Site

The Contractor will at all reasonable times allow the District contract manager access to the records and documents in the possession of the Contractor in connection with the performance and auditing requirements for the Services pursuant to the Contract.

17.0 GENERAL

17.1 Notice

Any notice, waiver or other communication which may be, or is required to be, given under this Contract must be in writing and be delivered or sent by facsimile transmission addressed to the

other party at the address or facsimile number for that party set out on page 1 of this Contract, or to such other address or facsimile number of which notice has been given as provided in this section.

Any notice, waiver or other communication that is delivered is to be considered to have been given on the next business day after it is dispatched for delivery. Any notice, waiver or other communication that is sent by fax transmission is to be considered to have been given on the day it is sent, if that day is a business day, and if that day is not a business day, it is to be considered to have been given on the next business day after the date it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

17.2 Severability

In the event that any of the provisions or portions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the parties hereto will use their reasonable efforts to negotiate an adjustment in such provisions of this Contract with a view toward affecting the purpose of this Contract and the validity and enforceability of the remaining portions and/or provisions will not be affected thereby.

17.3 Strikes and Lockouts

If a strike or lockout of the Contractor's Personnel that interferes with the Contractor's performance of the Services continues for a period in excess of seven continuous calendar days, then such strike or lockout will be deemed to be a breach pursuant to Section 12.2 and the District may terminate this Contract forthwith at any time after the expiration of the seven continuous calendar day period provided such strike or lockout is still in progress, by giving the Contractor written notice of such termination, in which event the provisions of Section 12.5 will apply and the District will not be liable to pay to the Contractor any compensation or damages as may be incurred by the Contractor on account of the termination.

17.4 Civic Labour Dispute

In the event of a civic labour dispute where the District or other workers prevent the Contractor from performing the Services, the District may obtain an injunction or establish an agreed upon protocol with the District's union or such other union as the case may be, to cease disruption and to allow the Contractor to continue operations. If the Contractor does not continue to provide the Services after the said injunction or protocol has been received and implemented by the relevant party, then the District may terminate this Contract forthwith at any time after the expiration of a seven continuous calendar day period, provided such strike or lockout is still in progress, by giving the Contractor written notice of such termination, in which event the District will not be liable to pay to the Contractor any compensation or damages as may be incurred by the Contractor on account of the termination.

In the event of a civic labour dispute, the District and the Contractor will determine a suitable arrangement, to the mutual satisfaction of both parties, to cover additional costs incurred, if any, incurred by the Contractor as a result of the labour dispute.

17.5 Benefit

This Contract enures to the benefit of and is binding upon the parties and their successors and permitted assigns.

17.6 Waiver

No waiver of any term or condition is valid unless it is in writing and signed by a duly authorized representative of the waiving party. The failure or delay of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract or to exercise any right, power or privilege under this Contract will not operate or be construed as a relinquishing of performance under this Contract or as a waiver of any of the same or similar rights, power or privileges in the future, and the obligation of the other party with respect to such rights or performance will continue in full force and effect as if such failure or delay never occurred. A valid waiver is limited to the specific situation for which it was given.

17.7 Subcontractors

The Contractor may, with the express written consent of the District Representative which may, in the District's absolute discretion, be withheld, enter into an agreement with a subcontractor (a "**Subcontractor**") to provide the Services or a part thereof. Any such subcontract will provide that the Subcontractor will provide the Services, or part thereof, subject to the terms and conditions of this Contract including, without limitation, Section 3.2. Notwithstanding the District's consent to a subcontract, the Contractor will at all times during the Term remain fully liable and responsible for all the Contractor's obligations under this Contract.

17.8 Independent Contractor

The Contractor is an independent contractor. This Contract does not create the relationship of employer and employee, a partnership, or a joint venture. The District will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will completely and properly perform the Services within the days and times stipulated in this Contract for proper performance of the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Contract. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or authorized Subcontractors. All wage and benefit increases for the Contractor's Personnel will be born exclusively by the Contractor.

17.9 Amendments

No amendment to this Contract will be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Contract is executed.

17.10 Entire Agreement

This Contract is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Contract.

17.11 Governing Law

The Contract will be governed by and construed in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof. The courts of British Columbia will have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and will have jurisdiction to hear and determine all questions as to the validity, existence or enforceability of this Contract. For the purposes of any legal actions or proceedings brought by the District in respect of this Contract, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

17.12 Time of the Essence

Time will be of the essence for this Contract.

17.13 Confidentiality

The Contractor will not, either during the Term or at any other time, disclose to any person, firm or corporation, without the prior written consent of the District's Representative, any information concerning the business or affairs of the District which the Contractor may have acquired in the course of this Contract, whether for its own benefit or to the detriment or intended or probable detriment of the District.

17.14 Assignment

The Contractor will not assign this Contract, or any portion of this Contract, without the express written consent of the District's Representative, which consent the District's Representative may, in its absolute discretion, withhold.

[Signature page follows]

WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Contract to be executed.

PEACE RIVER REGIONAL DISTRICT)

by its authorized signatory(ies):)

)

_____)

Chair)

)

)

_____)

Chief Administrative Officer)

(C/S)

[])

by its authorized signatory(ies):)

_____)

Name:)

_____)

Name:)

_____)

Name:)

_____)

Name:)

Witness:

Date:

SCHEDULE 1

METHOD STATEMENTS

(Insert Preferred Bidder's agreed Method Statements to form the Contract Service Delivery Plan)

DRAFT

SCHEDULE 2

TRANSFER STATIONS AND SITE PLANS

(Electronic copies will be posted on the Regional District web site)

DRAFT

SCHEDULE 3

LIST OF REGIONAL LANDFILL SITES, MAPS AND OPENING HOURS

Regional landfill sites are located at:

1. North Peace Regional Landfill (Fort St. John) [250] 785-1067
7014 - 269 Road,
Monday to Saturday 9 a.m. to 6 p.m., closed Sunday.
2. Bessborough Landfill [250] 843-0026
6688-237 Road,
Monday to Saturday from 8 a.m. to 5 p.m., closed Sunday.
3. Chetwynd Landfill [250] 788-1066
3978 Blair Road,
Monday and Wednesday to Saturday from 8 a.m. to 5 p.m., closed Sunday and Tuesday.

Location maps of each landfill are as follows:

1. Fort St. John: <http://tinyurl.com/d9asb2t>
2. Bessborough: <http://tinyurl.com/d66kpt3>
3. Chetwynd: <http://tinyurl.com/bo6gehe>

SCHEDULE 4

LIST OF REGIONAL RECYCLING SITES, MAPS AND OPENING HOURS

List of recycling drop-off locations are as follows:

1. R3 Recycle-It Resource Recovery

10095 – 85th Avenue,, Fort St. John, BC,
Phone: (250) 785-1114

Sunday to Saturday 8:00 am - 5:00 pm

2. D.C. Campbell Recycling

925 - 100 Avenue, Dawson Creek, BC,
Phone: (250) 782-2020,
Monday to Saturday 9:00 am - 5:30 pm

SCHEDULE 5

SCHEDULE OF PRICES

[Insert Preferred Bidder's Completed Schedule]

DRAFT

SCHEDULE 6

PERFORMANCE BOND

(To be copied from the completed Performance Bond in the Tender)

DRAFT



Peace River Regional District I-1

Location of Proposed Doig/Milligan/Osborn TS



Legend

- Highway Mile Marker
- Rural Community
- 911 Civic Address
- Sections
- Main Roads (> 1:10000)
- Minor Roads (> 1:10000)
- Water Course
- Water Bodies
- Parcels
- Regional District Boundary
- Municipal Boundaries

1: 2,500



127.0 0 63.50 127.0 Meters

NAD_1983_UTM_Zone_10N
© Latitude Geographics Group Ltd.

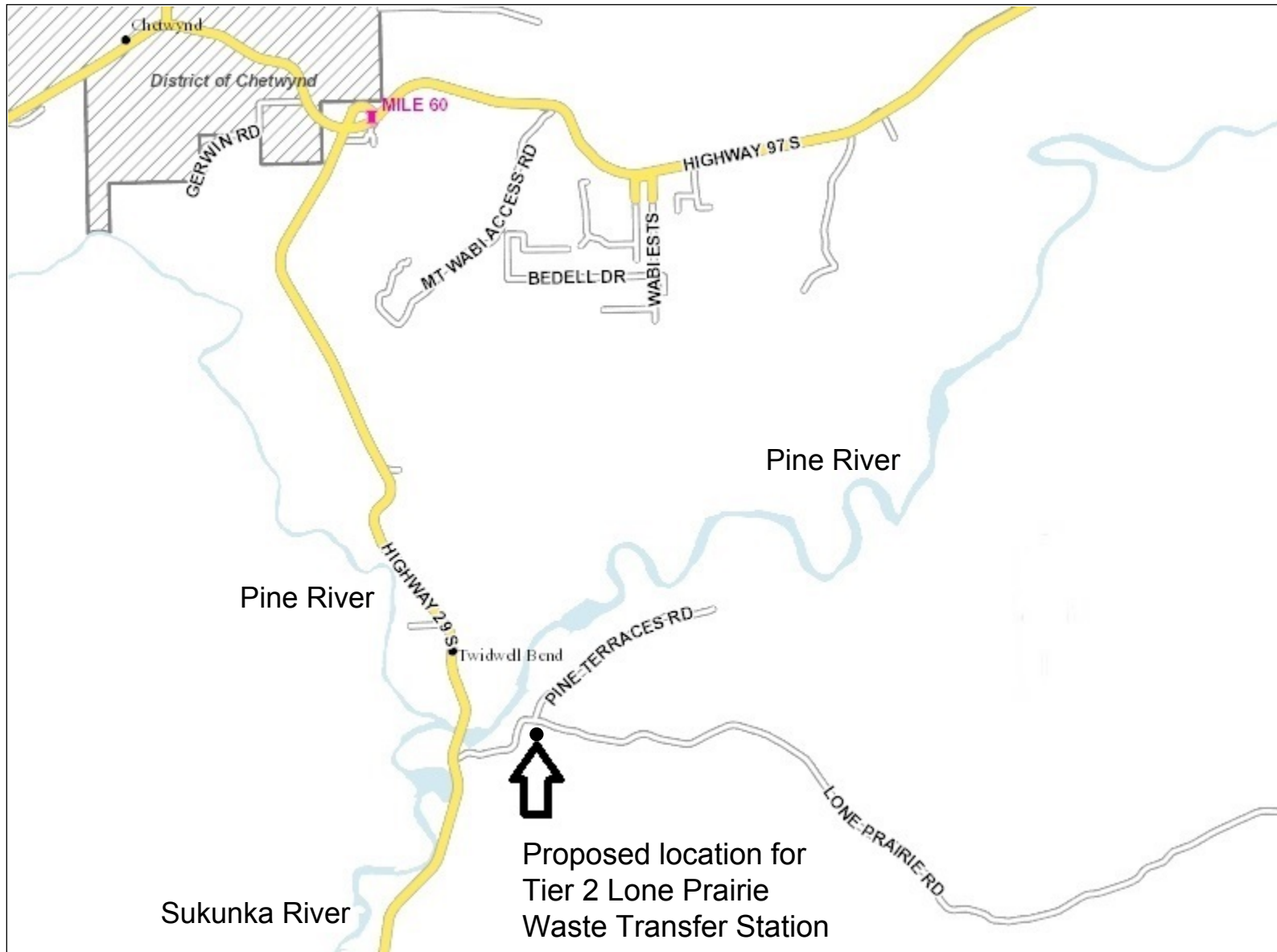
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Peace River Regional District Location of Proposed Lone Prairie TS



Legend

- Highway Mile Marker
- Rural Community
- Main Roads (1:50000- 1:10000)
- Minor Roads (1:50000 - 1:10000)
- Water Bodies
- Regional District Boundary
- Municipal Boundaries

1: 80,000



4,064.0 0 2,032.00 4,064.0 Meters

NAD_1983_UTM_Zone_10N
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Lone Prairie Transfer Station Site Plan

Feature

-  Facility
-  Wildlife Fence
-  Municipal Bndy
-  PRRD Regional Bndy

Road Classification

-  Hard Surface
-  Gravel

Comments:

Date: Friday, February 24, 2017

0 0.0075 0.015 0.03
km

1:1,000

1 cm = 10 m



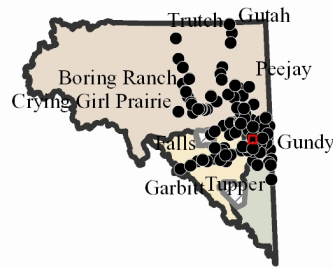
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Peace River Regional District I-1

Location of Proposed Lebell TS (Shown Circled In Red)



Legend

- Highway Mile Markers
- Rural Communities
- 911 Civic Addresses
- Sections
- Main Roads (1:10000 - 1:5000)
- Minor Roads (1:10000 - 1:5000)
- Water Courses
- Water Bodies
- Parcels
- Municipal Boundaries
- Electoral Area Boundaries
 - ELECTORAL B
 - ELECTORAL C
 - ELECTORAL D
 - ELECTORAL E
- B&W Aerial Photo-1998
 - High : 255
 - B&W Aerial Photo-1998
 - Low : 0

1: 11,050



Location of Proposed Lebell Transfer Station



The PRRD would be looking to purchase 1.5 acres (outlined above). The land would be used as a municipal solid waste transfer station, fenced, manned, with hours of operation and a vegetative buffer would be maintained (facing the Old Alaska Highway). Driveway access would be established from the Triangle Road.



Solid Waste Committee TERMS OF REFERENCE

The Peace River Regional District (PRRD) developed a Regional Solid Waste Management Plan that was approved in 2009. The Plan addresses three key areas:

- Greater efficiency of programs and services
- Greater focus on reducing, reusing and recycling to protect our environment
- Greater focus on sustainable management to protect future generations

ROLE OF THE COMMITTEE

With the understanding that Solid Waste Management is a regional function and represents our largest single budget item; the goals of the Solid Waste Committee (SWC) is to act as an advisory committee for the Regional District solid waste management function and identify concerns and issues that may arise.

STRUCTURE OF THE SOLID WASTE COMMITTEE

1. Members: The SWC will consist of five (5) Board members as appointed by the Chair and will consist of:

- Director from the City of Dawson Creek, or alternate director
- Director from the City of Fort St. John, or alternate director
- Director from the District of Chetwynd, or alternate director
- Director from Electoral Area 'B', or alternate (Electoral Area 'C' Director)
- Director from Electoral Area 'E', or alternate (Electoral Area 'D' Director)
- PRRD Board Chair, as ex-officio member
- The meetings will be chaired by a Committee member elected by the Committee participants on an annual basis
- In the absence of the Chair, a member elected Vice-Chair by the Committee on an annual basis will chair the meetings;
- Appropriate Regional District staff person – non-voting.

2. Meetings:

- The Committee shall meet on a monthly basis, on the first Thursday of every month;
- Meetings will be open to the public;
- Items for the regular agenda must be provided to Administration one (1) week prior to the scheduled meeting;
- The PRRD Board Chair will be given a copy of all Committee meeting agendas.

3. Procedures:

- Quorum – at least one-half of the members of the Committee;
- Voting – all options and recommendations shall be determined by majority vote, with recommendations and options being forwarded to the Regional Board for consideration and action.