



## **Request for Proposal**

For

Contracted Services

For the

### **Summerland Landfill Administrative and Landfill Operational Services**

Reference Number:  
5360-01

Issue Date:

March, 2015

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# 1. INTRODUCTION

## 1.1 General

The District of Summerland (the “District”) is seeking a contractor to provide some or all of the Landfill Administrative and Landfill Operational Services for the Summerland Sanitary Landfill (the Landfill). Currently most of the Operational Services are performed by District staff and the Administrative Services are performed by a Contractor. Under this Request for Proposal, the portion of the services that will be performed by Contract will be dependent on the Proponent’s proposal, the contract fees, and the option chosen as most beneficial to the District.

The Landfill is located at 17202 Bathville Road in Summerland, British Columbia. This facility has been accepting municipal solid waste since the 1950s. The approximate quantity of material currently crossing the scales is 15,000 tonnes per year with more than 8,500 tonnes of this material being diverted to on-site stockpiles for reprocessing.

Landfill operations will continue to become more complicated as additional waste diversion strategies are implemented. This will require the Contractor to employ highly experienced and qualified persons that are creative and flexible in understanding and accommodating new processes and procedures for handling solid waste.

# 2. INSTRUCTIONS TO PROPONENTS

## 2.1 Registration of Proponents

Interested Proponents are required to register with Summerland’s Works and Utilities Department to ensure that they receive any Addenda. Proposals, submitted in response to this Request for Proposal (RFP), from parties who have failed to register may be rejected and returned unopened.

## 2.2 Proponents Briefing

The District will be holding a Proponent’s Briefing at the Summerland Sanitary Landfill located at 17202 Bathville Road in Summerland, British Columbia. The Proponent’s Briefing will take place on Thursday, March 12, 2015 at 10:00 a.m. PST. Representatives of the District will be in attendance to discuss this Request for Proposal and to answer questions.

## 2.3 Commencement Date

The Commencement Date of the Contract is anticipated to be Friday, May 1, 2015. This date may be delayed as it is dependent on Council approval and staff workload.

## 2.3 Hours of Operation

The District is considering an adjustment to the current Hours of Operation. The proposed days and times have not been finalized and are subject to change. Proponents are required to provide daily and yearly rates based on the Landfill being open to the public for a minimum of 46.5 hours per week where no statutory holiday occurs.

It should be noted that the Contractor will be paid based on the actual Hours of Operation. Proponents are responsible to ensure that the hourly rates contained in their proposal include any additional costs that will fall outside the Hours of Operation. These costs include, but are not limited to, after hours banking, opening the Landfill, closing the Landfill, and administration.

## 2.4 Local Conditions

It is the Proponent’s responsibility, either personally or through a representative, to examine the Landfill and the areas of Work to determine local conditions and all matters pertaining to the Work. The Proponent is fully responsible for obtaining all information necessary for the

preparation of their Proposal. By submitting a proposal, the Proponent is confirming that he has examined the Landfill and the areas of Work, or that he has specifically elected not to do so. No additional payment will be claimable or due because of difficulties experienced by the Contractor relating to any condition which was reasonably foreseeable by a Contractor qualified to undertake the Work.

## **2.5 Contract Documents**

Proponents shall carefully examine the Contract Documents and shall fully inform themselves as to all existing conditions and any limitations that may affect the execution of the Work. No consideration will be given, after the submission of a Proposal, to any claim that there was any misunderstanding with respect to the terms and conditions imposed by the Contract Documents.

## **2.6 Submission of Proposals**

2.6.1 The Proposal shall be submitted in a sealed envelope and directed to the attention of:

Don Darling, AScT GSC  
Director of Works and Utilities  
District of Summerland  
9215 Cedar Avenue, Box 159  
Summerland, BC V0H 1Z0

2.6.2 Proposals are to be submitted on or before 1:00 pm PST, Tuesday, March 24, 2015 (the 'Closing Date and Time'). Proposals received after the Closing Date and Time will not be considered and will be returned to the Proponent unopened.

2.6.3 The Proposal shall be submitted on the attached Proposal Form as outlined in Schedule 'A' and

1. disclose the Proponent's legal status and business address;
2. include resumes of all principals, a list of references, and a description of similar work previously performed by the Proponent;
3. list any proposed subcontractors in accordance with the schedules to the Proposal Form;
4. be accompanied by:
  - a. a completed Hours, Rates, Fee, Experience, and References Form in the form as outlined in Schedule 'B';
  - b. a Bid Bond in the amount of 10% of the Contract Fee; and
  - c. a Consent of Surety, containing no qualifying statements, from an agency licensed in British Columbia stating that they will issue a Performance Bond in the amount of 20% of the highest yearly Contract Fee; or
  - d. a letter from a financial institution stating that they will provide an irrevocable letter of credit in the amount of 20% of the highest yearly Contract Fee;
5. be signed by a duly authorized official and, in the case of a Corporation, be sealed with the Corporate Seal.

2.6.4 The cover of the Proposal envelope shall include the name and address of the Proponent, the RFP Number 5360-01, and be clearly marked "Summerland Landfill Administrative and Landfill Operational Services".

2.6.5 Written amendments to a Proposal will be permitted if they are received no later than two hours prior to the Closing Date and Time and are endorsed by the same parties who signed and sealed the original Proposal. All amendments shall include the name and address of the Proponent, the RFP Number 5360-01, and be clearly marked "Summerland Landfill Administrative and Landfill Operational Services".

2.6.6 Proposals submitted by facsimile or other electronic media will not be accepted.

## **2.7 Addenda**

- 2.7.1 Proponents must immediately notify the District if they find discrepancies or omissions in the Contract Documents or if they have any doubt as to the meaning or intent of any part of the Contract Documents.
- 2.7.2 Every request for an interpretation shall be made in writing and addressed and forwarded to:
- Don Darling, ASCT GSC  
Director of Works and Utilities  
District of Summerland  
9215 Cedar Avenue, Box 159  
Summerland, BC V0H 1Z0 email: [ddarling@summerland.ca](mailto:ddarling@summerland.ca) fax: 250-494-3399
- 2.7.3 All responses to queries regarding this RFP will be made by the Director in a form of a written addendum and will be posted on BCBid, CivicInfo, and the District's website.
- 2.7.4 The District will not be responsible for or be bound by any verbal instructions, interpretations, or explanations issued by its officials, employees, agents, successors, or assigns.
- 2.7.5 All addenda will become a part of the Contract Documents. Proponents must acknowledge receipt of all addenda in their Proposal.
- 2.7.6 Addenda may be issued up to 24 hours prior to the Closing Date and Time. After this time the RFP will be considered complete and no further Addenda will be issued.
- 2.7.7 For emailed or faxed inquiries, the Proponent takes full responsibility for the risk that the inquiry may not reach the intended recipient.

## **2.8 Acceptance or Rejection of Proposals**

- 2.8.1 The District reserves the right to:
- consider and analyze Proposal submissions;
  - meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
  - negotiate any changes, amendments, or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
  - cancel this RFP at any time without incurring liability to any Proponent;
  - reject any or all Proposals;
  - accept any Proposal whether complete or not;
  - not accept the Proposal with the lowest Contract Fee; and
  - alter any aspects of this RFP.
- 2.8.2 A Proposal may be rejected for reasons that include, but are not limited to, the following:
- the District deems that the Proponent is a commercial hauler, or their company is a subsidiary of a commercial hauler, and the commercial hauler uses the Landfill for the disposal of solid waste,
  - the District considers a Proposal not in the District's best interest;
  - the District deems that the Proponent has not allotted sufficient resources and staffing to perform the Work in accordance with the Contract Documents;
  - incomplete, conditional, or non-compliant submissions;
  - obscure or irregular erasures or alterations;
  - omitted or unbalanced prices;
  - insufficient or irregular guarantees;

- insufficient evidence of qualifications, experience, financial stability, or capacity to perform the Work; or
- sub-standard performance of similar Work.

2.8.3 The Director will notify the successful Proponent through the issuance of a formal written 'Notice of Award'.

## **2.9 Validity Period**

Proposals shall remain valid and irrevocable for 60 calendar days after the Closing Date and Time.

### 3. GENERAL CONDITIONS

#### 3.1 Definitions

In the Contract Documents, unless the context requires otherwise,

- a. **Contract Documents** means the documents outlined in the Contract.
- b. **Contract Fee** means the total four-year fee for Landfill Administrative and/or Landfill Operational Services as awarded and as outlined in the Contract Documents.
- c. **Contractor** means the individual, firm, co-partnership, or corporation retained by the District to perform the Work in accordance with the Contract Documents.
- d. **Contractor's Superintendent** means the Contractor's on site representative who is responsible on a daily basis to ensure the Work is completed in accordance with the Contract Documents.
- e. **Director** means the Director of Works and Utilities, as appointed by the Council of the District, and his duly appointed representative.
- f. **District** means the Corporation of the District of Summerland.
- g. **District's Representative** means that person or persons appointed by the Director to manage the Landfill and administer the Contract.
- h. **Equipment** means anything and everything, except persons and material, used by the Contractor in the performance of the Work.
- i. **Hours of Operation** means the hours that the Director has approved the Landfill to be open to the public.
- j. **Person** means an individual, a body corporate, a firm, partnership, association, or any other legal entity or an employee or agent thereof.
- k. **Proposal** means the Contractor's written response to this Request for Proposal.
- l. **Scale Attendant** means an employee or representative who is authorized to operate the Scale Facility at the Landfill.
- m. **Scale Facility** means the area at the Landfill designated for the weighing of vehicles to ascertain the weight of materials being accepted.
- n. **Supply or Provide** means supply, provide, and pay for.
- o. **Transfer Station** means the area at the Landfill designated for self-haul residential customers where refuse can be deposited into several bins.
- p. **Work** means the Scope of Services awarded to the Contractor and includes all personnel, materials, labour, equipment, transportation, or other ancillary items required by the Contractor to complete the Scope of Services in accordance with the Contract Documents.

#### 3.2 Term of Contract

3.2.1 The term of the Contract is four years with the option for one one-year renewal period through mutual agreement of the Contractor and the District. The Contract commencement date shall be as outlined in the Notice to Proceed.

#### 3.3 Contract Extension

3.3.1 A request to extend the Contract must be made and agreed upon, by both parties, at least 180 days prior to the end of the current Contract expiry date. All quoted prices and rates will remain firm for the full term of any agreed upon extension. A Contract extension



will be made on the mutual understanding and agreement that the terms and conditions of the Contract Documents will continue to apply.

### **3.4 Securities**

- 3.4.1 The Bid Bond, Consent of Surety, Performance Bond, and Irrevocable Letter of Credit shall be in a form acceptable to the Director and issued from an agency licensed in British Columbia.
- 3.4.2 Prior to execution of the Contract, the Contractor shall deposit with the District, a performance bond, a bank draft, or an irrevocable letter of credit in the amount of twenty percent of the highest yearly Contract Fee as security to perform the Work.
- 3.4.3 The Contractor shall complete and submit the Performance Security Submission form as outlined in Schedule 'C' confirming submission of the required security to the District.
- 3.4.4 The security to perform the Work will be held, without interest, for the duration of the Contract and may be used by the District toward the correction of any breach of the Contract by the Contractor, without limitation of the District's other remedies.
- 3.4.5 The security to perform the Work will be held for 90 days beyond the term of the Contract.

### **3.5 Notice to Proceed**

- 3.5.1 The Director will issue a 'Notice to Proceed' upon receipt and acceptance of all bonding and insurance documents.
- 3.5.2 The Notice to Proceed shall be in the form as outlined in Schedule 'D'.
- 3.5.3 The Contractor must commence work on the date specified in the Notice to Proceed.

### **3.6 Scope of Work**

- 3.6.1 The entire scope of work is outlined in Section 4 – General Services and Specifications, Section 5 – Landfill Administrative Services, and Section 6 – Landfill Operational Services. The actual Scope of Work for the Contract will be dependent upon which services the District chooses to award to the Contractor.

### **3.7 Changes to the Scope of Work**

- 3.7.1 Where the District requests the Contractor to provide Work that the Contractor considers is not included in the Scope of Work, the Contractor must notify the District that a Change Order will be required. The Contractor shall not perform any Work, for which he intends invoicing the District, which are not included within the Scope of Work, unless:

- the Contractor submits a Change Order form to the Director; and
- the Director approves the Change Order as submitted.

The District shall not be required to pay for any Work not included in the Scope of Work unless the Director approves a Change Order prior to the Contractor performing the Work.

- 3.7.2 The Director or the Contractor may request a Change Order to alter, add to, delete, modify, or vary the Scope of Work without invalidating the Contract.
- 3.7.3 A Change Order is not valid until it has been agreed to and signed by both parties.
- 3.7.4 A Change Order shall be made in the format outlined in Schedule 'E'.
- 3.7.5 All Change Orders shall outline the following:
  - a detailed itemization of the work which will be added to or deleted from the Scope

- of Work; and
  - any adjustment to the Contract Fee.
- 3.7.6 The value of the Change Order shall be determined using the rates for similar Work outlined in the Contract Fee.
- 3.7.7 Where the Work identified in a Change Order is not similar to any Work outlined in the Contract Fee, the value of the Change Order shall be determined either by:
  - an agreement between the Director and the Contractor on a lump sum fee; or
  - on a cost plus basis in accordance with the Change Order and the following provisions:
    - i) payroll cost of labour which shall be defined as direct wages and salaries for the hours worked, plus 10% to cover Workers' Compensation, Employment Insurance, Holiday Pay, Statutory Holidays and other valid payroll overhead; plus
    - ii) a 10% fee to cover all other overhead expenses, the use of small tools, and profit.

The District shall be responsible for the rental or purchase costs of any additional equipment required by the Change Order;
- 3.7.8 Where the cost plus basis Work is being performed by subcontractors, the Contractor shall be paid for work performed by the subcontractors plus 10% to cover the Contractor's coordination.
- 3.7.9 The Contractor shall submit an itemized account for Work done on a cost plus basis to the District's Representative immediately after the Work is completed. The account shall include the person(s) hours, equipment hours, and materials used.

### **3.8 Payment**

- 3.8.1 The Contract Fee shall be firm, expressed in Canadian currency, and shall be all inclusive for the Work. GST shall be in addition to the Contract Fee.
- 3.8.2 The District will pay the Contractor by the 15<sup>th</sup> day of the month following the month in which the invoice was submitted by the Contractor.
- 3.8.3 The payment amount shall be equal to the Daily Rate multiplied by the number of days the Landfill was open plus the applicable fee for that portion of any approved Change Order work completed.
- 3.8.4 The price or prices provided for in the Contract Documents shall be accepted by the Contractor as full compensation for:
  - the Work;
  - all loss or damage arising out of the nature of the Work or the action of the weather, elements, or any unforeseen obstructions, contaminants, or difficulty encountered in the execution of the Work;
  - all risks of every description connected with the Work; and
  - all expenses incurred by or in the consequence of any delay or suspension or discontinuance of the Work.
- 3.8.5 The District shall not be required to pay any fees or costs to the Contractor for any work, materials, or equipment not included in the Contract Fee unless a Change Order has been submitted to and approved by the Director.

- 3.8.6 The Contractor shall submit, by the 15th day of each month, an invoice to the Director for review and payment of the previous month's Work. The invoice shall include the following information:
- Contract Fee
  - List of all Changes Orders
  - Adjusted Contract Fee
  - Previous Invoice Total
  - Amount This Invoice
  - Total Invoiced to Date
  - Itemized List of Disbursements
  - GST as a separate item
- 3.8.7 Upon request from the Director, the Contractor shall provide, at no cost to the District, documentation to substantiate any invoice. Where only a part of an invoice can be substantiated to the satisfaction of the Director, the District shall only be required to pay that part of the invoice. Payment of the remainder of the invoice will be withheld until such time as the Contractor provides the Director with the required documentation to substantiate the invoice, or portion of the invoice, in question.
- 3.8.8 Where the District has overpaid an invoice, the amount shall be deducted from the next invoice. If the Contractor has completed his responsibilities pursuant to this Contract, and no further invoices are forthcoming, the Director may make written request for reimbursement of the overpayment from the Contractor, and the Contractor shall pay the amount to the District within ten working days from the receipt of the request.
- 3.8.9 The Director may request the Contractor to submit, at no cost to the District, with the final invoice, a Statutory Declaration or other proof, that there are no outstanding costs, assessments, liens, or claims against the Contractor or against the District's property arising out of or in connection with the Work.

### **3.9 Taxes, Tariffs, and Duties**

- 3.9.1 The Contractor is responsible for all taxes, tariffs, and duties applicable to labour, Work and equipment and these taxes, tariffs, and duties shall be included in the Contract Fee. Notwithstanding, GST shall be billed as a separate item.

### **3.10 Payment Withheld**

- 3.10.1 The District may withhold or nullify the whole or part of any payment to the extent necessary to protect themselves from loss due to one or more of the following:
- a. the Contractor is not performing the Work to the satisfaction of the Director;
  - b. defective Work is not being remedied;
  - c. there is an affidavit, claim of lien, or lien filed against the equipment on which the Work is done or is being done, or reasonable evidence of the probable filing of an affidavit, claim of lien, or lien;
  - d. the Contractor is failing to make prompt payments to anyone employed by the Contractor in connection with the Work; or
  - e. an unsatisfied claim exists for damages caused by the Contractor in connection with the Work.
- 3.10.2 Where subcontractors or suppliers of material are not receiving prompt payment, the District may make payment to such subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

### **3.11 Inspection of Work**

3.11.1 The District's Representative may, at any time, enter into any place or premises where the Contractor is undertaking Work to inspect the Work and to ensure the Work is being performed in accordance with the Contract Documents.

3.11.2 The District's Representative, upon written notice to the Contractor, has the authority to stop the Work or to order the Contractor to take remedial action where,

- the Contractor is not performing the Work in accordance with the Contract Documents; or
- he is of the opinion that there exists a danger to life or to property.

The Contractor shall immediately obey the provisions of the notice and will not be entitled to any extra payment unless approved by a Change Order.

3.11.3 The District is not required to make inspections. Inspections made by the District do not relieve or release the Contractor from being responsible for the supervision of its operations under this Contract, from making its own inspections, and for ensuring the Work is being performed in accordance with the Contract Documents.

### **3.12 Supervision and Labour**

3.12.1 The Contractor shall appoint a competent employee to act as the Contractor's Superintendent. The Contractor's Superintendent shall represent the Contractor and, in the Contractor's absence, directions given to the Contractor's Superintendent from the Director shall be held to be given to the Contractor.

### **3.13 Subcontractors**

3.13.1 The Director has the right, without any liability to the District, to reject any proposed subcontractor and to require the Proponent to substitute another subcontractor that is acceptable to the Director.

3.13.2 Subcontractors identified in the schedules to the Proposal Form shall not be changed without the written consent of the Director.

### **3.14 Character of Workers**

3.14.1 All workers must have sufficient knowledge, skill, and experience to correctly perform the Work assigned to them and be tactful and courteous in dealing with the public.

3.14.2 Any superintendents, supervisors, operators, workers, or subcontractors employed by the Contractor who, in the opinion of the Director, do not perform their work in a skillful manner, or who appears to be incompetent or to act in a disorderly or intemperate manner, shall, at the written request of the Director, be immediately removed from the area of the Work and shall not be permitted to perform any portion of the Work without the approval of the Director.

### **3.15 Injury or Damage**

3.15.1 The Contractor shall use due care and take all necessary precautions and actions to ensure the protection of persons and property.

3.15.2 The Contractor shall be liable for any and all injury or damage, which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workers, or agents in carrying out the terms of the Contract.

3.15.3 The Contractor is responsible for ensuring the safety of the public, District staff, other contractors, and those engaged in the Work.

### **3.16 Wages and WorkSafeBC**

- 3.16.1 The Contractor shall comply with the requirements of the British Columbia Employment Standards Act, the Workers Compensation Act, and all other applicable federal and provincial legislation regarding wages and labour regulations.
- 3.16.2 The Contractor shall, upon request by the District, provide proof of payment in good standing with WorkSafe BC.

### **3.17 Certificates of Insurance**

- 3.17.1 Prior to execution of the Contract, the successful Proponent shall provide Certificates of Insurance, to cover Comprehensive General Liability and Automobile owned and non-owned, as required by the Contract Documents.
- 3.17.2 The Contractor shall provide, maintain and pay for the following insurance policies with insurers licensed in British Columbia, providing coverage to the Contractor and any subcontractor performing Work provided by this Contract:

- a. Comprehensive General Liability Insurance;
- b. Automobile Liability Insurance.

#### **3.17.3 Comprehensive General Liability Insurance**

- a. The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than \$5,000,000 inclusive per occurrence for personal injury, death, liability assumed under this contract, and damage to property including the loss of use thereof and shall include coverage for:
  - 1. premises, activities and operations liability
  - 2. blanket contractual liability
  - 3. cross liability
  - 4. contingent employer's liability
  - 5. owners and contractors protective
  - 6. occurrence basis property damage
  - 7. broad form property damage
  - 8. employees as insured
  - 9. personal injury
  - 10. broad form loss of use
- b. The policy shall cover as unnamed insured, any person or contractor employed directly or indirectly by the Contractor to perform any of the Work.
- c. The form of this insurance shall be acceptable to the District and shall be maintained continuously during the term of the Contract. Within thirty days of an annual renewal, the Contractor shall send to the District the new certificate of insurance or notice of renewal. The policy shall be endorsed to provide the District with not less than thirty day notice in advance of cancellation or termination.
- d. The policy shall include the Corporation of the District of Summerland as an Additional Insured.

#### **3.17.4 Automobile Liability Insurance**

- a. The Contractor shall provide and maintain a minimum of \$5,000,000 liability insurance in respect of owned, non-owned, leased, rented, licensed, and unlicensed vehicles or equipment used in performance of this Contract.

- b. The policy shall cover as unnamed insured, any person or contractor employed directly or indirectly by the Contractor to perform any of the Work.
- c. The form of this insurance shall be acceptable to the District and shall be maintained continuously during the term of the Contract. The policy shall be endorsed to provide the District with not less than thirty day notice in advance of cancellation or termination.

3.17.5 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the District.

3.17.6 The Contractor shall provide the District with evidence of all required insurance, and submit a Certificate of Insurance Confirmation Form as contained in Schedule 'F' prior to the commencement of the Work.

### **3.18 Contractor's Records**

3.18.1 The Contractor shall maintain books and records relating to the performance of the Work in accordance with the following minimum requirements:

- a. The Contractor shall maintain all ledgers, books of accounts, invoices and cancelled cheques, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the District, for a period of six years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Contract;
- b. Any records or documents required to be maintained pursuant to the Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Director. The Contractor shall cooperate fully with the District during any such audit or review.

3.18.2 If the Director has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Director may, by written request, require that custody of the records, or copies of all such records, be transferred to the District. Access to such documents shall be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

### **3.19 Removal of Liens**

3.19.1 The Contractor shall immediately remove, at their own expense, all liens filed or registered against the District's equipment or the District's property.

### **3.20 Patents or Copyrights**

3.20.1 The Contractor shall indemnify and save harmless the District, its elected officials, officers, agents, servants, and employees, from all claims, debts, demands, suits, actions and causes of action, and liability of any nature or kind, and including all costs, and expenses, for or on account of any claim brought by any person including any subcontractor for breach of copyright, patent, or other intellectual property right arising from or relating to the Contractor's performance of the Work.

### **3.21 Permits and Regulations**

3.21.1 The Contractor shall, at their own expense, procure all permits, certificates and licenses required by law for the execution of the Work, except the Operational Certificate and covenants, rights-of-way, or other legal requirements associated with the land and existing buildings owned by the District. The Contractor shall comply with all federal, territorial, provincial, and local laws and regulations, affecting the execution of the Work, unless the Contract Documents specifically provides otherwise.

### **3.22 Bankruptcy or Default by Contractor**

3.22.1 If the Contractor:

- is adjudged bankrupt; or
- makes a general assignment for the benefit of creditors due to insolvency; or
- has a receiver appointed because of his insolvency,

the District may, without prejudice to any other of the District's rights or remedies, give the Contractor, the receiver, or the trustee written notice and terminate the Contract.

3.22.2 If the Contractor fails to perform the Work in accordance with the Contract Documents, the District may provide written notice informing the Contractor that he is in default of his contractual obligations and instruct the Contractor to correct the default within seven calendar days, or such other longer specified time as outlined in the notice.

3.22.3 If the Contractor fails to correct the default within the time specified, the District may, without prejudice to any other of the District's rights or remedies,

- correct the default and deduct the District's direct costs from any payment owing to the Contractor or any security held by the District; and/or
- deduct any portion of the remaining Work from the Contract; or
- terminate the contract.

### **3.23 Dishonesty**

The Contractor shall immediately notify the Director of any fraud or dishonesty of any officer, employee, agent, servant, or shareholder of the Contractor in the performance of this Contract and take the appropriate steps to resolve the fraud or dishonesty. Where appropriate steps are not taken within seven calendar days of the notification, the District shall have the exclusive right to terminate this Contract.

### **3.24 Dispute Resolution**

3.24.1 The Director shall be the interpreter of the requirements of the Contract.

3.24.2 In the event of any Dispute, which shall be any disagreement or misunderstanding between the District and the Contractor after initial attempts at resolution, either party may provide the other with a written summary of the Contract question at issue and the redress sought.

Within fourteen calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.

3.24.3 If a party does not provide any written response to the written communication issued as per the foregoing, the communication will be deemed to have been accepted by the receiving party.

3.24.4 If there is an exchange of communication and issues remain unresolved, both parties shall:

- a. make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
- b. provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

3.24.5 If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute may be

referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be in Summerland, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.

3.24.6 The Contractor shall not delay any of the Work on account of or during any dispute, negotiation, or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

### **3.25 Termination Notice**

A termination notice shall be in writing, delivered by registered mail, and specify the date the Contract will be terminated and the date the Contractor must vacate the Landfill. Termination notice must be a minimum of 180 calendar days unless the termination is due to fraud, dishonesty, bankruptcy, default, or other significant issue that irrevocably damages the relationship between the District and the Contractor.

### **3.26 Remedies**

3.26.1 On any early termination of the Contract by the District:

- a. The District shall pay to the Contractor the money owing to them under this Contract to the date of termination and upon such payment being made the District shall have no further obligation to the Contractor under this Contract; and
- b. If the Contractor's right to perform the Work is terminated in accordance with the provisions of the Contract, the District shall not be liable to the Contractor for any damage or loss, including economic loss, sustained, or suffered by the Contractor as a result of any action taken by the District.

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## **4. GENERAL SERVICES AND SPECIFICATIONS**

### **4.1 Operational Standard**

4.1.1 The Contractor shall uphold the highest operational standards and comply with the District's Landfill Operational Certificate issued by the Province of British Columbia.

### **4.2 Storage of Materials**

4.1.2 The District shall identify the locations in the Landfill where the solid waste, composting, and the various diversion streams are to be deposited or stored for removal;

4.1.3 The Contractor is responsible for ensuring solid waste, composting, and the various diversion streams are deposited or stored in the appropriate location in the Landfill.

### **4.3 Hours of Operation**

4.3.1 The Landfill Hours of Operation are Monday to Saturday from 8:30 am to 4:15 pm. The Landfill is closed on Sundays, statutory holidays, and Boxing Day.

4.3.2 The District reserves the right to expand Hours of Operation by:

- increasing the Monday to Saturday Hours of Operation to eight hours per day. The eight hour schedule would fall within the hours of 7:30 am and 4:30 pm; and/or
- adding Sunday openings with the minimum amount of Hours of Operation being four consecutive hours and the maximum amount of Hours of Operation being eight consecutive hours. The Hours of Operation would fall within the hours of 7:30 am and 4:30 pm.

### **4.4 Supply of Equipment**

4.4.1 Unless otherwise contained in the Contract Documents, the Contractor will be responsible for supplying all vehicles necessary for access to, from, within, and around the Landfill to perform the Work.

4.4.2 If the Contractor is awarded the Landfill Operational Services the Contractor will be required to:

- a. supply one articulating rubber tire loader with a 4.0 yd<sup>3</sup> bucket,
- b. supply one piece of equipment that is capable of loading pallets, and
- c. use the District's 80,000 pound Caterpillar 826H compactor and Wildcat 521 trommel screen.

There will be no charge for the use of the District's compactor and trommel screen. The contractor will be responsible for the daily maintenance of the compactor and trommel screen, as outlined in the equipment operator's manual, including but not limited to lubrication and inspection of filters and fluid levels. The District will, at their cost, service the compactor and trommel screen at the manufacturer's recommended intervals. The Contractor will be responsible for the cost of any maintenance work or repairs that do not fall within the manufacturer's recommended level of maintenance and for the cost of fuel.

### **4.5 Personnel**

4.5.1 The Contractor shall at all times be responsible for the safety of their employees in the Work and the services provided.

4.5.2 The Contractor and all of their employees may at any time tell abusive and/or threatening customers to leave the Landfill and they may refuse entry to any abusive and/or

threatening person into the Landfill. If the request is not complied with, they may ask the local RCMP to assist them.

- 4.5.3 All instances of abusive or threatening customers shall be recorded in detail in the daily log and reported to the Director as soon as possible.
- 4.5.4 The Contractor shall ensure that their employees and subcontractors are, at all times when performing Work at the Landfill, dressed in high visibility vests and in CSA-approved steel toe and shank boots.
- 4.5.5 The Contractor shall ensure that there is no smoking by any employee within the Landfill boundary.
- 4.5.6 The Director may require the replacement of any employee of the Contractor for one or more of the following reasons:

The employee:

- a. is under the influence of narcotics and/or alcohol;
- b. uses foul, profane, vulgar, or obscene language in the presence of customers, District staff, or other contractors;
- c. solicits gratuities or tips from the public;
- d. acts in a willfully reckless manner, with disregard to safety or operational requirements;
- e. causes a nuisance;
- f. steals District money, equipment, and/or supplies;
- g. fails to comply with the provisions of this Contract.

#### **4.6 Continuity of Service**

- 4.6.1 The Contractor shall ensure that employee breaks are scheduled to maintain continuous coverage at the transfer station, the hazardous waste drop-off site, the compost and wood waste areas, and the Scale Facility.
- 4.6.2 The Work shall continue under all conditions including all weather conditions and the only interruptions permitted shall be those resulting from Acts of God, emergencies, or extraordinary weather conditions. Notwithstanding, the Work may only be interrupted or discontinued with the prior written permission of the Director.
- 4.6.3 If an interruption or discontinuance of the Work is approved, the Contractor shall make every effort to resume the Work as soon as possible.
- 4.6.4 The Contractor may, without authorization, take necessary and reasonable action to prevent loss or injury in emergent situations.

#### **4.7 Training**

- 4.7.1 The Contractor shall ensure that all employees and subcontractors performing Work at the Landfill are properly trained before starting and retrained when the Work changes. Training in this capacity consists of ensuring that all employees are knowledgeable in the full extent of their role, aware of all bylaws, regulations, rules, and obligations pertinent to their role, aware of all Contract Documents and all other documents developed for the operation of the Landfill, and aware of all required contacts, subcontractors, and District staff associated with the operation of the Landfill.
- 4.7.2 Scale Attendant training shall include at a minimum waste screening and computer operation.
- 4.7.3 Landfill Attendant/Spotter training shall include a minimum of

- basic knowledge in how to identify, handle, and store hazardous materials including asbestos,
- training in the operation of vehicles and mobile equipment required to perform the Work, and
- knowledge in composting procedures and practices, Landfill bylaws, and Landfill regulations.

#### **4.8 Emergencies**

- 4.8.1 All emergencies, regardless of severity, shall be reported immediately to the Director and the District's Representative.
- 4.8.2 The Contractor shall be the Principle Contractor for the Work as per WorkSafeBC regulations.
- 4.8.3 The Contractor shall, during the Hours of Operation, ensure that all persons, contractors, or suppliers, who are working at the Landfill and who are not employees of the Contractor or the District, sign in at the Scale Facility before they start work, sign out on departure, and their location is noted in case contact is required due to an emergent situation.
- 4.8.4 The Contractor shall provide the District with contact telephone numbers and email addressed for emergency contact with the Contractor outside of the Hours of Operation.

### **5. LANDFILL ADMINISTRATIVE SERVICES**

#### **5.1 Scope of Services**

- 5.1.1 Section 5 - Landfill Administrative Services, outlines the scope of services the Contractor will be required to perform if the Contractor is awarded the Landfill Administrative Services.

#### **5.2 Disposal and Public Salvage Restriction Services**

- 5.2.1 The Contractor shall not allow any public salvage at the Landfill unless the public salvage has been approved in writing by the Director.
- 5.2.2 The Contractor is responsible for determining the content of all loads by either verbal communication, with the customer or hauler, or by visual inspection. Visual inspection must be used on at least 50% of the loads entering the Landfill.
- 5.2.3 The Contractor must ensure all materials entering the Landfill are disposed of, sorted, stockpiled, and segregated in a tidy, compact, and orderly manner in locations pre-approved by the District's Representative.
- 5.2.4 The Contractor will provide supervision and inspection services necessary to prevent contamination of segregated materials.
- 5.2.5 The Contractor must ensure the following materials do not enter the Landfill unless authorized by policy, bylaw, or written approval by the Director:
- a. Wastes generated from outside the District's corporate boundaries;
  - b. Wastes other than Municipal Solid Waste;
  - c. Special wastes other than those specifically authorized in the Operational Certificate;
  - d. Bulk liquids and semi-solid wastes which contain free liquid;
  - e. Biomedical waste as defined in the document *Guidelines for the Management of Biomedical Waste in Canada* (CCME, February 1992);
  - f. Dead animals and slaughterhouse, fish hatchery, and farming wastes or cannery wastes and by-products;
  - g. Contaminated soils;

- h. Materials associated with human disease and death;
  - i. Ignitable waste such as gasoline, oil, paint, including tanks or containers that contain or have contained these products except for propane tanks;
  - j. Reactive, radioactive, hazardous, and asbestos waste as defined in the *Transportation of Dangerous Goods Act* and its regulations;
  - k. Unidentifiable waste delivered to the Landfill in drums or other containers;
  - l. Ozone depleting substances;
  - m. Solid waste that is on fire or smouldering; and
  - n. Any other materials prohibited by Bylaw, the Operational Certificate, or the Director.
- 5.2.6 The Contractor must ensure that materials for recycling, composting, or beneficial use on site are segregated. These materials may include, but are not limited to:
- a. White Goods (fridges, freezers, stoves, washers, dryers, air conditioners, etc.);
  - b. Clean, untreated dimensional wood waste (lumber, plywood, pallets, etc.);
  - c. Used dimensional wood waste, including wood furniture;
  - d. Brush and Yard and Garden Waste;
  - e. Wood chips and sawdust;
  - f. Stumps;
  - g. Recyclable Materials currently accepted under the contract with Multi Materials BC;
  - h. Electronic waste;
  - i. Lead-acid batteries;
  - j. Tires (not including off-road tires);
  - k. Propane tanks;
  - l. Metal, or items composed of at least 75% metal, by volume;
  - m. Used concrete, asphalt, and masonry;
  - n. Clean soil;
  - o. Waste motor oil;
  - p. Gypsum drywall; and
  - q. Other materials as specified by the Director.
- 5.2.7 The District's Household Hazardous Waste Collection Facility will only accept hazardous waste from residential sources. Pickup of collected materials will be contracted by the District to a separate company that specializes in the management and handling of hazardous substances. The Contractor and the collection companies are responsible for coordinating training of the Contractor's employees in the appropriate handling procedures.
- The Contractor must ensure that hazardous waste materials are properly segregated. These materials may include, but are not limited to:
- a. household pesticides, chemicals, cleaners, paints, and solvents;
  - b. flammable substances;
  - c. fluorescent lights and other mercury-containing devices;
  - d. aerosols;
  - e. cosmetics;
  - f. batteries, and
  - g. anti-freeze.
- 5.2.8 The Contractor shall only accept clean soil at the Landfill if deposit of the soil has been pre-approved by the Director. This soil will not be subject to tipping fees as it will be stockpiled and used for cover or in the berm.

### **5.3 Scale Facility Operation Services**

- 5.3.1 In general terms the Scope of Work includes, but is not limited to,

- a. operating and maintaining the Scale Facility;
- b. providing sufficient staff to perform the Work;
- c. unlocking and locking the Landfill gates during days of operation;
- d. maintaining the areas in the Landfill, where the Contractor is performing Work, in a clean and orderly manner;
- e. ensuring the work environment is safe and healthy by cleaning the Scale Facility inside and outside on a weekly basis, including walls, windows and floors;
- f. cleaning the scale and scale ramps of all oil and fuel spills in an urgent manner using District-supplied absorbent material;
- g. ensuring signage at and around the Scale Facility is clean, clear, and readable at all times;
- h. reporting any required repair or maintenance issues to the District's Representative;
- i. depositing all fees and charges on a daily basis at the financial institution specified by the Director; and
- j. assisting in the enforcement of the District's Solid Waste Management Regulation Bylaw, Fees and Charges Bylaw, and Municipal Ticketing Information Bylaw.

5.3.2 A Scale Attendant must be available at the Scale Facility during all Hours of Operation. The duties of the Scale Attendant include, but are not limited to:

- a. ensuring all persons, contractors, or suppliers, who are working at the Landfill and who are not employees of the Contractor or the District, sign in at the Scale Facility before they start work, identify the area of the Landfill where they will be working, and sign out on departure;
- b. ensuring adequate stock of supplies to perform daily tasks;
- c. stopping and weighing all vehicles entering and exiting the Landfill, including those vehicles for which the Director has advised that the tipping fee is being waived, unless authorized by the Director;
- d. determining the content and source of all loads;
- e. recording all loads of material and enter all of the data required for each transaction using the District-provided software system or recording forms if the software system is not operating;
- f. rejecting unacceptable loads and recording such decisions;
- g. directing customers to the appropriate disposal and recycling areas;
- h. collecting fees and charges and issuing non-compliance penalties in accordance with the District's bylaws;
- i. handling cash, taking payment, providing change, totaling cash receipts, performing daily bank deposits, and conducting other banking requirements as necessary;
- j. balancing the day's float, cash, cheques, and receipts by filling out bank deposit slips, ensuring all fees are accounted for and match the transactions recorded;
- k. issuing receipts;
- l. providing daily operational records and monthly reports to the District;
- m. responding to enquiries from the general public regarding Landfill operations;
- n. providing verbal and written information to customers;
- o. providing customers with District credit applications when requested;
- p. maintaining a log for special occurrences such as rejected loads, threatening customers, and outbound recycling pickups unless the items are entered into the scale system.
- q. informing the District's Representative of any impending service or pickups that will be required for Ozone Depleting Substances (ODS) removal, wood and green waste grinding, collection of metals, Blue Bag Recyclables, cardboard, recyclable glass, batteries, tires, propane tanks, e-waste, gypsum drywall, and any other items that may be approved for collection by the Director;

- r. restricting Scale Facility access to the Contractor and District employees; and
- s. communicating with the District's Representative and the Landfill Equipment Operator for smooth and effective operations;

5.3.3 The Scale Facility must not be opened until the Contractor:

- a. checks the scale, computers, fee collection systems, radios, and electronic equipment to confirm they are in good operating condition;
- b. checks stock of supplies;
- c. prepares sufficient copies of documentation for daily operational requirements including, but not limited to, posted notices, violation notices, bylaws, policies, and composting information;
- d. sweeps and shovels the scale, scale ramps, and curbing;
- e. picks up all litter in the areas adjacent to the Scale Facility;
- f. posts signs and notices as required by the District's Representative; and
- g. removes all expired posted signs and notices.

5.3.4 At each day's closing of the Scale Facility, the Contractor shall ensure that:

- a. all unauthorized persons and vehicles have left the Landfill;
- b. the Scale Facility is securely locked;
- c. all access gates are securely locked; and
- d. all hazardous waste materials are properly stored and secured.

5.3.5 The Contractor shall maintain the Scale Facility in good condition. Major repairs due to weather and vandalism or Scale Facility upgrades initiated by the District are not the Contractor's responsibility.

5.3.6 The District shall be responsible for the cost of the provision of power, telephone, and internet services except that the Contractor shall pay for all long-distance telephone charges not attributable to Landfill operations.

## **5.4 Transfer Station Operation Services**

5.4.1 The Contractor shall provide a Transfer Station Monitor who will dedicate sufficient time at or near the Transfer Station to monitor the disposal of solid waste. The duties of the Transfer Station Monitor include, but are not limited to:

- a. ensuring the entire Transfer Station area is safe to use and remains neat and tidy throughout the day;
- b. ensuring the Transfer Station, its ramps, and its approaches are clear of litter, debris, mud, oil, snow, ice, and ponded water;
- c. placing pylons and barricades to direct traffic to 'open' bins and away from those bins that are 'closed'.
- d. stopping traffic from entering the Transfer Station area if the number of vehicles using the area is excessive or unsafe;
- e. directing and assisting customers who have difficulty using the Transfer Station;
- f. directing traffic to the appropriate container or segregation area.
- g. ensuring all solid waste is unloaded directly into the containers and specified segregation areas;
- h. ensuring that no banned or prohibited materials are deposited at the Transfer Station;
- i. requiring prohibited materials to be reloaded and removed from the Landfill;
- j. encouraging recycling and reuse;
- k. inspecting all railings and safety barriers to ensure they are maintained in good working order;
- l. advising the District's Representative of any deficiencies in infrastructure or signage;
- m. issuing non-compliance notices to users violation of District Bylaws;

- n. notifying District staff when transfer bins are full. The District will be responsible to haul and dump the transfer bins at the active face;
  - o. emptying courtesy bins that are available for recyclable materials and depositing the materials at the appropriate location in the Landfill.
  - p. ensuring that District-supplied fire suppression equipment is in excellent working condition and available beside the Transfer Station at all times.
- 5.4.2 All loads of solid waste from self-haul residential sources shall use the Transfer Station unless the containers are full or the materials being deposited are too large, too numerous, or are unsafe to dispose of at the Transfer Station.
- 5.4.3 Reorganization of or changes to the Transfer Station shall only be made with the approval of the Director.

## **5.5 Segregation and Recycling Services**

- 5.5.1 The Contractor shall notify the District's Representative when removal of the various diversion streams should take place.
- 5.5.2 The Contractor is responsible for helping to promote the District's waste reduction initiatives and for complying with all aspects of the District's Solid Waste Management Bylaw.
- 5.5.3 The Contractor shall ensure that segregation of recyclable materials is the highest priority and is strictly enforced.
- 5.5.4 The Contractor shall ensure that recyclable materials are not contaminated and shall remove any unacceptable materials that are comingled with the recyclable materials and dispose of these materials at the appropriate location in the Landfill.
- 5.5.5 Lead-acid batteries shall be segregated from the waste stream. No fees shall be charged for batteries that are recycled.
- 5.5.6 The Contractor shall ensure all products managed through an Extended Producer Responsibility Program (as defined in the Solid Waste Management Bylaw) are diverted from the Landfill to the greatest extent possible. New Programs may be implemented during the term of the contract. Existing programs include but are not limited to provisions for:
- refundable beverage containers
  - electronic waste
  - tires
  - motor oil and oil filters
  - flammable liquids
  - solvents
  - pesticides
  - prescription medications
  - paint
  - lights, fixtures, and ballasts
  - lead-acid batteries
  - Multi Materials BC
- 5.5.7 All refrigeration units shall be stored upright in a compact and orderly manner.
- 5.5.8 All tires, except off-road tires, shall be segregated, kept free of contaminants, and stockpiled as follows:
- a. stack passenger and light truck tires (PLT) and medium tires (MT) without rims in neat rows separate from other tires.

- b. stack PLTs with rims in separate neat rows separate from other tires.
  - c. stack MTs with rims in separate neat rows separate from other tires.
- 5.5.9 The following specifications apply to the collection, storage, and recycling of all metal-containing items delivered to the Landfill:
- a. the Contractor and all their employees shall make themselves familiar with the types of metal items that are acceptable and not acceptable for recycling;
  - b. all metallic products, which include items consisting of at least 70% metal by weight, and not items included in the metal recycler's list of 'non-acceptable items', shall be segregated from the solid waste first by customers depositing these items at the Landfill.
  - c. metals shall be stored in an orderly and compact pile.
  - d. the District's metals recycler is responsible for removing all non-metallic materials from the metal stockpile. The Contractor is responsible for collecting these materials and depositing them at the appropriate areas in the Landfill;
  - e. the District's Representative is responsible for ensuring that a metals recycling contractor is available when needed.
- 5.5.10 Propane tanks of all sizes and shapes, including small disposable tanks, shall be stored in an orderly and safe manner.
- 5.5.11 All loads of recyclable materials that leave the Landfill shall be recorded. Records shall include the name of the company, the date, the type of material, and the quantity of material in units as specified by the Director. Records shall be forwarded to the District of Summerland with the Contractor's monthly invoices on the first business day of each month.
- 5.5.12 All concrete, asphalt, masonry, and any other material the Director deems crushable for the production of aggregate construction material shall be segregated into individual stockpiles for recycling and reuse. Crushing will be done under a separate contract.

## **5.6 Organic Matter Services**

- 5.6.1 The Contractor shall ensure that yard and garden waste, leaves, brush, grass clippings, small sized land clearing waste, stumps, wood chips or sawdust, and all other clean compostable organic waste other than food waste and manure, is segregated.
- 5.6.2 The Contractor shall maintain separate storage piles for white wood, stumps, yard waste to be chipped, and yard waste already compostable (e.g. leaves, grass, sawdust).
- 5.6.3 The Contractor will make every effort to prevent contamination in the organic waste piles by providing inspection levels that ensure no metals or other non-grindable materials are placed in the piles.
- 5.6.4 The Contractor shall ensure that untreated dimensional lumber and previously-used dimensional wood waste materials are segregated.
- 5.6.5 The District will tender out the chipping of the wood waste and the successful contractor will be responsible for transporting all wood chips produced during their grinding/chipping operation to the appropriate location in the Landfill.

## **5.7 Signage Services**

- 5.7.1 The District will provide all directional, instructional, and safety signage.
- 5.7.2 Hand painted or drawn signs are not acceptable except in emergency situations and on a very temporary basis. Hand drawn or written signs shall be professional in nature.



5.7.3 The Contractor shall ensure customers are properly informed when signage has been changed that will affect the use of the Landfill.

## **5.8 Litter Services**

5.8.1 The Contractor shall perform the work outlined in 5.8.2 at least once a week.

5.8.2 The Contractor shall pick up and dispose of all litter that accumulates in and around areas of the Landfill frequented by the general public, including the Scale Facility, compost facility, transfer station, recycling area, Landfill entrance, along the Landfill boundary on both sides of Bathville Road, and 100m to the west and east of the fenced area on Bathville Road.

## **5.9 Fencing and Site Security Services**

5.9.1 The Contractor shall perform a drive by inspection of all Landfill fencing and gates on a daily basis and record all breakages and maintenance requirements. Any damage shall be reported to the District's Representative as soon as possible. Records of inspections shall be faxed to the District's Representative monthly.

5.9.2 The Contractor shall not issue Landfill keys for copying or for unsupervised access to the Landfill to any person besides those approved by the Director. Two sets of keys shall be provided to the Contractor.

# **6. LANDFILL OPERATIONAL SERVICES**

## **6.1 Scope of Services**

6.1.1 Section 6 - Landfill Operational Services, outlines the scope of services the Contractor will be required to perform if the Contractor is awarded the Landfill Operational Services.

## **6.2 General Operational Services**

6.2.1 The Contractor shall be responsible to construct and maintain roads required to perform the work, move signage to direct and control traffic, litter control, snow removal, and dust control using the Contractor's water truck.

6.2.2 The Contractor shall assist in the general maintenance of the Landfill as outlined in Section 5 - Landfill Administrative Services by providing a loader on a periodic basis to perform Work that cannot be expected to be performed manually by the Scale Attendant or the spotter.

6.2.3 The Contractor shall load District trucks with crushed gravels from the District's gravel stockpiles as necessary.

6.2.4 The Contractor shall maintain fire guards around the Landfill as instructed by Summerland Fire Dept.

6.2.5 In the event of a fire, the Contractor shall make all equipment available for fire-fighting purposes. The District will pay for the use of this equipment at the applicable hourly rates.

6.2.6 Maintain equipment in accordance with Section 4.4.2.

## **6.3 Active Face Services**

6.3.1 The Contractor shall provide daily compaction of all solid waste and demolition waste. Cover material shall be placed over all solid waste and demolition materials at the end of each day.

- 6.3.2 The Contractor is responsible for the hauling and placing of cover materials from other areas within the Landfill that are approved by the Director.
- 6.3.3 The Contractor is responsible for performing the Work in accordance with the District's Landfill development plan.
- 6.3.4 Materials containing asbestos will be deposited directly into the active face at a location approved by the Director. The asbestos shall be handled in accordance with the District's Asbestos Exposure Control Plan except that the requirements outlined in Section 1.3 of the Asbestos Exposure Control Plan shall be the responsibility of the Contractor.

#### **6.4 Stockpile Services**

- 6.4.1 The Contractor shall maintain separate stock piles for the various diversion streams that include but is not limited to green wood, white wood, yard waste, gypsum, mixed metal, concrete, asphalt, ceramic fixtures, and asphalt shingles.
- 6.4.2 The Contractor shall push up, organize, and inspect the stockpiles on a daily basis removing any contaminants and depositing them at the appropriate location in the Landfill.
- 6.4.3 The Contractor shall notify the District's Representative when piles exceed available storage space.
- 6.4.4 The Contractor shall grade and clean-up the stockpile sites, after the materials have been removed, in preparation for new stockpiles being created.

#### **6.5 Recyclable Material Services**

- 6.5.1 The Contractor shall load recyclable materials, such as shingles and gypsum, onto transport trucks on an as required basis.
- 6.5.2 The Contractor shall organize white metal refrigeration equipment to prepare for ozone depleting substance removal. Once ODS is removed, the contractor shall relocate the white metal refrigeration equipment to the mixed metal stockpile.
- 6.5.3 The Contractor shall move separated mattress parts to the appropriate location in the Landfill.
- 6.5.4 The Contractor shall sort, organize, and stockpile tires, propane tanks, and batteries.

#### **6.6 Composting Services**

- 6.6.1 The Contractor shall mix and pile yard waste prepared for composting with bio-solids generated at the Wastewater Treatment Plant in preparation for composting.
- 6.6.2 The Contractor is responsible for supervising, inspecting, and conducting the composting process in accordance with the District's Compost Facility Operations Guide, Best Practices. This includes but is not limited to testing water content and applying water as necessary, monitoring temperatures, and turning windrows as required.
- 6.6.2 The Contractor shall haul the compost to screening area when the compost processing has been completed, screen the compost using the District owned Trommel screener, stockpile the compost, and haul the overs to the active face for use as cover material. The loading, hauling, and screening of the compost shall be paid for at the hourly rates outlined in Schedule 'B' - Hours, Rates, Fee, Experience, and References.
- 6.6.3 The Contractor shall load compost into customer's vehicles if the customer provides a vehicle that is suitable for the loading and transport of the compost without doing damage to the customer's vehicle.

**6.7 Sludge and Septage Services**

- 6.7.1 The Contractor shall monitor the sludge / grease pit and haul the contents of this pit to the active face when the pit becomes full.
- 6.7.2 The Contractor shall monitor the septage ponds, switch the ponds in which to deposit septage when a pond becomes full, and notify the District's Representative when 3 out of 4 ponds are filled. The District will be responsible for emptying the ponds.

**6.8 Inspection Services**

- 6.8.1 Inspection of deposited loads for banned, prohibited, controlled or restricted waste, recording and notifying the scale house with the license plate and ensuring that these wastes are not disposed of at the active face and other unloading areas;
- 6.8.2 Inspect deposited loads for solid waste that is deposited in a location other than the designated location and notify scale house;

**THIS AREA INTENTIONALLY LEFT BLANK**



## **CONTRACT FOR SUMMERLAND LANDFILL ADMINISTRATIVE AND LANDFILL OPERATIONAL SERVICES**

**Reference Number:** 5360-01

**THIS CONTRACT** made in duplicate and entered into effective as of the        day of        , in the year 2015.

**BETWEEN:**

**The Corporation of the District of Summerland  
Works and Utilities Department**

Box 159, 9215 Cedar Avenue  
Summerland, BC V0H 1Z0

(hereinafter referred to as the "District")

**AND:**

(hereinafter referred to as the "Contractor")

**NOW THIS CONTRACT WITNESSETH** that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

**1.0 Contract Description**

The Work for which this Contract pertains to is titled the **Summerland Landfill Administrative and Landfill Operational Services** and hereinafter shall be referred to as the "Contract".

**2.0 Contract Documents**

The Contract Documents, in order of precedence, for which this Contract pertains are:

- The Contract including:
  - Schedule 'A' - Proposal Form
  - Schedule 'B' - Hours, Rates, Fee, Experience, and References Form
  - Schedule 'C' - Performance Security Submission Form
  - Schedule 'D' - Notice to Proceed
  - Schedule 'E' - Change Order
  - Schedule 'F' - Certificate of Insurance Confirmation Form
  - Schedule 'G' - Proposal Evaluation Criteria
  - Any Addenda
  - General Conditions
  - General Services and Specifications
  - Landfill Administrative Services

- Landfill Operational Services
- Instructions to Proponents
- Other Pertinent Documents:
  - Operational Certificate
  - Landfill Emergency Plan
  - BC Environment – Landfill Criteria for Municipal Solid Waste
  - Recent Scale Data
  - Applicable Bylaws
    - Solid Waste Management Bylaw No. 2000-309
    - Fees and Charges Bylaw No. 98-001
    - Municipal Ticketing Bylaw No. 95-030
  - Asbestos Exposure Control Plan
  - Composting Facility Operations Guide; Best Practices
- Introduction

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

### **3.0 Successors or Assigns**

- 3.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 3.2 Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

### **4.0 Applicable Laws**

- 4.1 This Contract shall be governed by the laws of the Province of British Columbia.

### **5.0 Waiver**

- 5.1 The waiver by the District of any breach of this Contract by the Contractor, shall not require, nor be construed to require, the District to waive any subsequent breach of the same condition, covenant, or obligation.

### **6.0 Indemnification**

- 6.1 The Contractor shall indemnify and save harmless the District, its elected officials, officers, agents, servants and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them and the District, by reason of any act or omission of the Contractor, their agents, employees, or subcontractors in the execution Work and shall pay any and all legal or other costs incurred by the District as a result of such act or omission.
- 6.2 The Contractor hereby waives all rights of recourse against the District, its elected officials, officers, agents, servants and employees with regard to damage to the Contractor's property.

### **7.0 Entire Contract**

- 7.1 This Contract constitutes the sole and entire Contract between the District and the Contractor relating to the Work and completely supersedes and abrogates any prior Contracts existing between the District and the Contractor whether written or oral.

### **8.0 Notification**

- 8.1 All Notices shall be in writing.

- 8.2 Notices between the parties shall be considered to have been received by the addressee:
- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
  - within one working day if sent by email;
  - within five working days if sent by mail or fax.

8.3 Notices must be sent to the following addresses:

District of Summerland  
Works and Utilities Department  
9215 Cedar Avenue, Box 159  
Summerland, BC V0H 1Z0  
Telephone: (250) 494-0431  
Fax: (250) 494-3399

the **Contractor** at

Telephone:  
Cell:

**IN WITNESS WHEREOF** the parties have executed this Contract on the day and year first above written by their officers or persons duly authorized to execute on their behalf.

**CORPORATION OF THE DISTRICT OF SUMMERLAND** by its authorized signatories:

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**CONTRACTOR** by its authorized signatories:

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# SCHEDULE 'A' - PROPOSAL FORM

**District of Summerland**  
**Request for Proposal No. 5360-01**  
**Summerland Landfill Administrative**  
**and Landfill Operational Services**

Sir/Madam:

**1. We the Undersigned**

- 1.1 have received and carefully reviewed all of the Contract Documents as listed in the Contract, and the following Addenda, if applicable:

\_\_\_\_\_;  
\_\_\_\_\_;

- 1.2 have full knowledge of the workplace and the Work required; and  
1.3 have complied with the Instructions to Proponents.

**2. Accordingly We Hereby Offer**

- 2.1 to perform all of the Work and provide all of the labour, equipment and materials as set out in the Contract Documents; and  
2.2 to do the Work within the Hours of Work, at the Daily Rates, and for the Contract Fee as set out in Schedule 'B'.

**3. We Confirm**

- 3.1 that we understand that the waste quantities listed in the Introduction are three year averages provided for information only and that the actual quantities will vary for the duration of the term.  
3.2 that our company is not a commercial hauler, or a company that is a subsidiary of a commercial hauler, that uses the Landfill for the disposal of solid waste

**4. We Agree**

- 4.1 that the Proposal will be irrevocable and open for acceptance for a period of 60 calendar days from the Closing Date and Time, even if the Proposal of another Proponent is accepted by the District; and  
4.2 that if within this period the District delivers a written "Notice to Proceed" by which our Proposal is accepted, we will deliver a Performance Bond, Certified Cheque or Irrevocable Letter of Credit in the amount of 20% of the highest total yearly Contract Fee; and Certificate of Insurance as required in the Request for Proposal Documents.

**5. We Agree**

- 5.1 that if we receive written Notice to Proceed and we fail or refuse to commence the work as required in accordance with the Notice to Proceed, then such failure or refusal will be deemed

to be a refusal by us to enter into the Contract and the District may award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the District because of such failure or refusal, the lesser of the Bid Bond and the difference in price between our Proposal and that of the other party for the entire four year term of the Contract shall be forfeited to the District.

**SIGNED:**

\_\_\_\_\_  
(Full Legal Name of Proponent)

CORPORATE SEAL  
(if applicable)

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

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

Signed this                  day of    , 2015.



# SCHEDULE 'B' – Hours, Rates, Fee, Experience, and References

## 1. Hours of Work

Hours of Operation are 8:30 am to 4:15 pm Monday through Saturday. The Landfill is currently closed on Sundays. If the District decides to open the Landfill on Sundays the daily rate shall be as follows

Daily Rate for the applicable year / 7.75 hours per day \* Actual hours the Landfill is open on Sunday

It is the Proponent's responsibility to ensure that sufficient staff is allocated to ensure proper performance of the Work on a daily basis. In addition, full-time continuous coverage is required at the following positions:

1. Landfill Operator - during Hours of Operation, Monday to Friday inclusive
2. Scale Attendant - during Hours of Operation, Monday to Saturday inclusive
3. Spotter - during Hours of Operation, Monday to Saturday inclusive
4. Other - As deemed necessary by the Contractor to provide full-time continuous coverage as required

If the successful Proponent finds that the hours allotted are not sufficient to complete the Work in accordance with the Contract Documents, the Proponent will be required to increase the Hours of Work at their cost. The District will not consider requests for paying for any increase to the Hours of Work unless the request is a result of a valid Change in Scope and a Change Order has been approved.

## 2. Daily and Yearly Rates

There are three options being considered for the administrative and operational services at the Landfill as follows:

1. Contracting of the general services and specifications and the administrative services,
2. Contracting of the general services and specifications and the operational services,
3. Contracting of the general services and specifications, the administrative services, and the operational services

The Proponent must provide daily and yearly rates for each position for each year of the four year term of this Contract. These rates shall be the loaded rate of that position and shall include but not be limited to wages, benefits, pensions, holiday pay, and all other costs associated with providing that particular position. The daily rate shall be based on the 7.75 Hours of Work. Any Work the Contractor anticipates being required outside the Hours of Work shall be included in the daily rate.

The daily rate for Administration shall include but not be limited to administration, overhead, or any other costs associated with the proper performance of the Contract but shall not include any costs associated with the Daily Rate for each position.

It is recognized that employees may not be available to work, may work a reduced work day, or may be requested by the District to work extra hours. In these instances the Daily Rates outlined above for that position on that particular day shall be as follows and the monthly invoicing shall be adjusted accordingly:

### Reduced Work Day:

Daily Rate for Position / 7.75 hours per day \* Actual hours worked

### Extended Work Day (only if approved by the Director):

Daily Rate for Position / 7.75 hours per day \* Additional hours worked

Note: Hours in excess of 8 hours per day will be paid at 1.5 times the calculated rate.

### 3. Contract Fees

The Proponent hereby proposes the following Contract Fees to provide all labour, equipment, materials, supervision, and anything else necessary to perform the Work in accordance with the Contract Documents throughout the term of this Contract. For comparison purposes the yearly rates for the Scale Attendant, Spotter, and Administration will be based on 302 days of work (statutory holidays and Sundays have been removed). For the Landfill Operator the yearly rate shall be based on 250 days of work (statutory holidays, Saturdays, and Sundays have been removed). The Proponent must complete all three tables outlined below for each of the three different options being considered.

#### Option 1 - Contracting of the general services and specifications and the administrative services

Description	2015		2016		2017		2018	
	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate
Scale Attendant								
Spotter								
Other								
Administration								
<b>Totals</b>								

#### Option 2 - Contracting of the general services and specifications and the operational services

Description	2015		2016		2017		2018	
	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate
Landfill Operator								
Other								
Administration								
<b>Totals</b>								

Option 3 - Contracting of the general services and specifications, the administrative services, and the operational services

Description	2015		2016		2017		2018	
	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate
Landfill Operator								
Scale Attendant								
Spotter								
Other								
Administration								
<b>Totals</b>								

**4. Hourly Rates**

The hourly rates outlined in the following table shall pertain to any work performed by the Contractor that is outside the Scope of Work and has been approved by the Director to be paid on an hourly basis. These rates shall include any and all costs associated with the provision of each item.

Description	Hourly Rate
Equipment Operator (loader and excavator)	
Tandem Axle Dump Truck (includes driver)	
Tandem Axle Dump Truck & pup (includes driver)	
Articulating Rubber Tire Loader with 4.0 yd <sup>3</sup> bucket	
Excavator 200 Series	

1. **Experience** - List particulars of Landfills you currently operate or have operated in the past.

	Reference 1	Reference 2	Reference 3
Landfill Name			
Client Name			
Contact Person			
Phone No.			
Contract Start Date			
Contract Close Date			
Approx. Contract Value/Year			

2. **References** - List particulars of clients for whom you have provided similar work.

	Reference 1	Reference 2	Reference 3
Client Name			
Contact Person			
Phone Number			

## **SCHEDULE 'C' - PERFORMANCE SECURITY SUBMISSION FORM**

The Contractor hereby deposits with the District a performance bond, a certified cheque, or irrevocable letter of credit payable to the District of Summerland, in the amount of 20% of the highest total yearly Contract Fee.

This Performance Security shall be held, without interest, for the duration of the contract and for ninety days after the expiration of the Contract.

By signatures below the parties agree to the above and confirm the Performance Security has been submitted by the Contractor and received by the District:

Confirmation of Performance Security submission by the Contractor:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Date)

Confirmation of Performance Security receipt by the District:

\_\_\_\_\_  
(Director)

\_\_\_\_\_  
(Date)

**SCHEDULE 'D' - NOTICE TO PROCEED**

To:

The District of Summerland hereby gives you notice that you are to proceed with performance of the Contract for:

**SUMMERLAND LANDFILL ADMINISTRATIVE  
AND LANDFILL OPERATIONAL SERVICES**

The Commencement Date shall be: \_\_\_\_\_

Date Notice to Proceed issued:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Director)

Date Notice to Proceed received and acknowledged:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Contractor)

# SCHEDULE 'E' – CHANGE ORDER

NO. \_\_\_\_\_

Contract Title: **Summerland Landfill Administrative and Landfill Operational Services**

File: 5360-01

Contractor:

Date:

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## FEE MODIFICATION:

Current Approved Contract Fee (excluding GST)	\$	
Fee Modification (excluding GST)	\$	_____
<b>Adjusted Contract Fee</b>	<b>\$</b>	_____
GST	\$	_____
<b>Total Adjusted Contract Fee</b>	<b>\$</b>	_____

**DESCRIPTION OF CHANGE OF SCOPE:** (attach additional information if required)

This is to certify that the above Change Order of the Work and the associated Contract Fee Modification has been reviewed and approved.

\_\_\_\_\_  
Don Darling, AScT GSC  
Director of Works and Utilities

\_\_\_\_\_  
Contractor

## SCHEDULE 'F' - CERTIFICATE OF INSURANCE CONFIRMATION FORM

This is to Certify that the insurance as described herein has been arranged for the insured named herein on whose behalf this Certificate is executed, and we hereby certify that such insurances are in full force and effect.

NAME OF INSURED:

\_\_\_\_\_

ADDRESS OF INSURED:

\_\_\_\_\_

### INSURANCE COVERAGE PROVIDED

1. Comprehensive General Liability Insurance covering occurrence property damage and covering contractual liability.

Policy No. \_\_\_\_\_ Insurer: \_\_\_\_\_

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

Date of Expiration: \_\_\_\_\_

Limits of Liability

Each Person: \_\_\_\_\_

Each Occurrence: \_\_\_\_\_

Aggregate Cover: \_\_\_\_\_

Inclusive Limits: \_\_\_\_\_

District of Summerland Additional Insured: \_\_\_\_\_

2. Automobile Insurance covering all vehicles owned, operated, leased or hired as necessary.

Policy No. \_\_\_\_\_ Insurer: \_\_\_\_\_

Date Effective: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

Limits of Liability

Each Person: \_\_\_\_\_

Each Accident: \_\_\_\_\_

Inclusive Limits: \_\_\_\_\_

If any of the policies described herein are changed in any manner, for any reason during the period of coverage as stated herein, so as to effect this Certificate, or if any of the policies are cancelled or terminated, thirty **days** written notice shall be given to the Owner and to the Director prior to such change, cancellation, or termination becoming effective.



This Certificate is executed and issued to the District the day and date written below.

**District of Summerland**  
Box 159, 9215 Cedar Avenue  
Summerland, BC V0H 1Z0

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

Name of Agent or Broker: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

(Confirmation of policy is to be provided in the approved form of the insurance broker.)

## SCHEDULE 'G' – PROPOSAL EVALUATION CRITERIA

- Proposals will be reviewed by a Proposal Review Committee consisting of at least three staff members from the District.
- The Proposal Review Committee will, for each proposal and by consensus, complete the Proposal Evaluation Form as set out below:

### PROPOSAL EVALUATION FORM

<b>Proponent's Name:</b> _____			
<b>RFP Title:</b> _____			
<b>Evaluation Date:</b> _____			
<b>Evaluator:</b> _____			
<b>Criteria</b>			
		<b>Max Points</b>	<b>Points</b>
<b>Proposal</b>	Qualifications and Experience of firm	10	
	Qualifications and Experience of proposed personnel	10	
	Staff allotment	10	
	Hours of Work	10	
	Past performance	10	
	Familiarity with local Landfill Operations	5	
	Resources	5	
	Total Score – Proposal (60)		
<b>Contract Fee</b>	Points for Contract Fee	40	
	Total Score - Contract Fee (40)		
Total Overall Score		100	

- The Proposal Review Committee will use the following Proponent Evaluation criteria to assist in completing the evaluation process.
- Upon completion of the Proposal Evaluation Form, the scores for the proposals will be forwarded by report to Council for their consideration.

#### Proponent Evaluation

##### Qualifications and Experience of Firm and Work Team Members

- Is the firm specialized and qualified in the nature of the Work?
- Has the firm performed similar work for the past three years?
- Does the firm have at least 10 years of experience in similar Work?

##### Qualification and Experience of Proposed Personnel

- Does the proposed staff have experience with similar work?
- Has the staff performed similar work for the past three years?
- Does the staff have at least 5 years of experience in similar work?

##### Staff Allotment

- Is there a sufficient number of staff allotted on a daily basis to perform the Work?

#### Hours of Work

- Are there a sufficient number of Hours of Work allotted to each staff person on a daily basis to perform the Work?

#### Past Performance

- Is the firm's past performance record acceptable?
- Do reference checks reveal any weaknesses or concerns?
- Was there an abnormal level of monitoring required to ensure the Proponent performed properly?
- Does the firm have a history of providing a high level of customer service?

#### Familiarity with local Landfill operations?

- Is the Proponent familiar with the operations of the Summerland Landfill Operations?
- Is the Proponent familiar with composting processes?
- Is the Proponent familiar with recycling requirements and processes?

#### Resources

- Does the firm have access to additional staffing and resources to perform the Work in the event of an emergency?

### **Price Evaluation**

Contract Fee shall be scored as follows:

Lowest Total Yearly Contract Fee / Total Yearly Contract Fee of Proposal being evaluated \* 40 points