



OPERATION OF INVERMERE TRANSFER STATION

FOR THE PERIOD

July 18, 2022 TO July 19, 2027

TENDER

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A. INSTRUCTIONS TO BIDDERS

1. INVITATION

- 1.1. The Regional District of East Kootenay, requests bids as specified in the Bid Document for the Operation of the Transfer Station at Invermere BC, in the Regional District of East Kootenay.
- 1.2. The activities at the Transfer Station consists of waste acceptance, sorting and screening, loading of transfer trailers (bins), and other services.
- 1.3. The proposed starting date is **July 18, 2022**
- 1.4. Bidder should make themselves familiar with the site.

2. DEFINITIONS

- 2.1. Throughout this Tender and the accompanying documents the following definitions apply:
 - a) "Approved" means approved by the Owner or Engineer.
 - b) "Bidder" means an individual or a company that submits, or intends to submit, a bid in response to this Tender.
 - c) "Contract" means the written agreement resulting from this Tender executed by the RDEK and the Contractor for the Work.
 - d) "Contractor" means the Successful Bidder to this Tender who enters into a written Contract with the RDEK to perform and to oversee the Work.
 - e) "Contract Schedule" means the schedule for the execution of the whole of the Works.
 - f) "Divertables" means anything deemed to be divertible by the Owner.
 - g) "Engineer" means the Owner's Solid Waste Superintendent or designate acting through its professional engineers, or other such engineer appointed from time to time by the Owner and notified in writing to the Contractor to act as Engineer for the purpose of the Contract in place.
 - h) "Operations Plan" means the general plan for transfer station operations prepared by the Engineer for the Owner.

- i) "Other Contractor" means any person, firm or corporation employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.
- j) "Owner" means the Regional District of East Kootenay.
- k) "Prohibited Waste" means anything prohibited by the Owner, other than Special Waste.
- l) "RDEK" means the Regional District of East Kootenay.
- m) "Recyclables" means recyclable material as part of the Recycle BC and Yellow Bin Programs or deemed to be by the Owner.
- n) "Refuse" means: solid waste that originates from residential, commercial, institutional, demolition and clearing or construction sources; or solid waste specified by a manager to be included in a waste management plan, except : Special Waste, and Prohibited Refuse. But, does not include Recyclables or Divertables.
- o) "Site" means the transfer station site designated by the RDEK made available to the Contractor by the Owner for performance of the Works.
- p) "Special Waste" means special waste as per the Ministry of Environment–Special Waste Regulation.
- q) "Specified" means specified by the Engineer, either on the drawings in the Operations Plan, or otherwise either verbally or in writing.
- r) "Subcontractor" means any person or persons, firm or company engaged by the Contractor with the approval of the Owner to undertake a specific part of the Works, and shall include Subcontractors engaged by the Contractor who have been nominated by the Owner or the Engineer.
- s) "Submission" means a tender submitted by a Bidder in response to this Tender.
- t) "Successful Bidder" means the same as "Contractor".
- u) "Work" means the provision of all labour, services, material and equipment, and any action as necessary for the Bidder to complete and perform its obligations in accordance with the terms and conditions of the Contract.
- v) "Works" means the Works to be executed in accordance with this Contract.

- 2.2. References to “bid” or “tender” in the Bid Documents shall mean the same thing and may be used interchangeably and similarly references to “bidder” or “tenderer” mean the same thing and may be used interchangeably.
- 2.3. Words importing the singular only also include the plural and vice versa where the context requires.
- 2.4. The headings or titles shall not be deemed to be part of the Contract to be taken into consideration in the interpretation of the Contract.

3. SUBMISSION DETAILS

- 3.1. Electronic Tenders and supporting documents (including amendments) should be submitted no later than **2:00 p.m. MST**, on **Friday, June 24, 2022** to:

Jim Penson, Solid Waste Superintendent

jpenson@rdek.bc.ca

and

Rachel Head, Environmental Services Assistant

rhead@rdek.bc.ca

- 3.2. Proposals must be submitted electronically with the subject: **“TENDER – OPERATION OF INVERMERE TRANSFER STATION”**
- 3.3. When a Proponent submits their Proposal by email then:
 - a) The email containing the Proposal will be deemed to have been received at the Closing Location at the date/time stamped/tagged by RDEK’s email system; and,
 - b) The Proponent assumes the entire risk that the email is received by the addressee and is complete, including the risk that the RDEK’s system will not properly receive the email and any email attachments before the Closing Time. The RDEK’s inability to receive an email or email attachment, for any reason, shall not constitute an exception to the mandatory requirement to submit Proposal by the Closing Time, and RDEK assumes no risk or responsibility that any email will be received.
- 3.4. Responding organization or individual must have their name and full mailing address clearly marked on the outside of the tender envelope.

- 3.5. Tenders will be opened in a closed meeting at the Regional District of East Kootenay office.
- 3.6. Bids will be opened consecutively at random.
- 3.7. Late tenders will not be accepted and will be returned unopened to the bidder.
- 3.8. The successful bidder will be put forward to Board for approval at the next available meeting. Whereas, then the successful bidder will be announced.

4. ENQUIRIES

- 4.1. Only prospective bidders may submit questions and requests for clarification. Prospective Subcontractors and others shall not submit questions.
- 4.2. All questions and requests for clarification shall be written and shall be addressed to:
 - a) **Jim Penson, Solid Waste Superintendent**
 - b) **Phone: 250-489-2791**
 - c) **Email: jpenson@rdek.bc.ca**
- 4.3. The Owner shall not be responsible for information received from any other source.
- 4.4. The RDEK, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.5. The RDEK shall only respond to questions that are submitted in writing. Any questions that are received and answered by RDEK Staff that affect the tender process, any interpretation of, additions to, deletions from, or any other corrections to the tender document, may be issued as written addenda by the RDEK. Any addenda's will be added to BC Bid.

5. BID DOCUMENT

5.1. The Bid Document shall consist of the following items:

- a) Instruction to Bidders
- b) Form of Agreement
- c) Conditions of Contract
- d) Scope of Work
- e) Operations Plan – Invermere Transfer Station
- f) Bid Form

6. BID REQUIREMENTS

6.1. Bids shall meet the Bid Document requirements.

Alternatives Not Specified

- 6.2. Alternatives not specified in the bid document must be submitted separately, and in addition to a bid in accordance with the bid documents. Alternative products may be considered if submitted as an attachment to the Bid Form.
- 6.3. Each bidder shall provide complete information on each alternative, including but not limited to, physical characteristics, qualities, performance, affect on other work, changes to the bid price and any other information required to enable the Owner to determine if the alternative is acceptable.
- 6.4. The Owner will not consider any claims by the bidder for an addition to the contract price because of changes in work necessitated by the use of an alternative.
- 6.5. It is the Owner's sole discretion whether to review alternative proposals, and the Owner shall have no obligation to review alternative proposals.

Proposed Substitutions

- 6.6. Substitutions of methods will not be considered during the bid period.
- 6.7. Requirements and procedures under which proposed substitution and methods will be considered are described in the Conditions of Contract Clause 4.

7. SUBMISSION OF BID

- 7.1. Each bidder shall submit each bid on the separate Bid Form provided.
- 7.2. A bid may be adjusted by fax, subject to the following conditions:
 - a) The adjustment shall not in any way disclose the original bid price or adjusted total.
 - b) The adjustment shall be in the form of a percentage, addition amount or deduction amount.
 - c) The adjustment may apply to specific pay item(s) or to the total.
 - d) The adjustment will be received up until the time specified for receipt of bids.
- 7.3. If an adjustment is sent by facsimile transmission, the bidder assumes the entire risk that the Owner's equipment will properly receive the facsimile communication before the Bid Closing Time. The Owner assumes no risk or responsibility whatsoever that any facsimile communications will be received as required by this section and shall not be liable to any bidder if for any reason the facsimile transmission is not properly and fully received by the Bid Closing Time.
- 7.4. All responses to this Bid document become the property of the Owner.

8. AVAILABILITY OF BID DOCUMENTS

- 8.1. The Bid Document package consists of the following:
 - a) one (1) Bid Document
- 8.2. Bid Documents are posted to BC Bid.

9. ADDENDA

- 9.1. Written addenda may be issued during the bidding period. All addenda will become part of the Bid Document.
- 9.2. Any interpretation of, or change in the bid documents will be made by a written addendum.
- 9.3. Addenda will be issued by the Owner and will be posted to BC Bid should the Owner of its own accord, wish to expand, delete or change any portion of the Bid documents.

- 9.4. Verbal responses are only binding when confirmed by a written addendum.

10. PREVIOUS EXPERIENCE

- 10.1. Bidders shall have current and relevant experience in all aspects of the work on which they are bidding and be able to demonstrate that they have the expertise and ability to execute the work.
- 10.2. The successful Contractor is required to have Solid Waste Association of North America (SWANA) certification within the first 6 months of the contract.
- 10.3. The Transfer Station Manager must attain SWANA 'Managing Transfer Station Operations' certification and all operations staff must attain SWANA 'Waste Screening' certification or RDEK approved alternative within the first 6 months of the contract.

11. BID WITHOUT KNOWLEDGE OF OTHERS

- 11.1. Bids shall be submitted without any connection, comparison of figures or arrangement with or knowledge of any other person or persons submitting a bid for the same work, and shall be in all respects, fair and without collusion or fraud.

12. BID IRREVOCABLE

- 12.1. Bids shall remain open to acceptance and be irrevocable for a period of 90 days from the date specified as the latest date for receipt of a bid, whether or not any other bid has been previously accepted.

13. BID SECURITY DEPOSIT

- 13.1. Every bid shall be accompanied by a security deposit in the form of either a Bid Bond or Irrevocable Bank Letter of Credit (the "Bid Bond").
- 13.2. The Bid Bond shall be in an amount of not less than fifty thousand dollars (\$50,000.00) and shall be written in the name of the Owner.
- 13.3. The Bid Bond will be returned after the Engineer receives the required Performance Security from the accepted Bidder.
- 13.4. If no contract is awarded, all Bid Bonds will be returned with reasonable promptness after such decision is made by the Owner.

14. PERFORMANCE SECURITY

- 14.1. Within fourteen (14) days of being requested by the Engineer to do so, the successful bidder shall provide to the Owner the following Letter of Credit in an approved form and from a Canadian Chartered Bank in an approved form and from a company whose bonds are acceptable to the Owner:
- 14.2. An Irrevocable Bank Letter of Credit in the amount of fifty percent (50%) of the amount of the Contract Price for the first year (the "Performance Security"). The Performance Security shall remain in full force and effect for a period terminating fifty (50) days after the Certificate of Completion is issued by the Engineer, not the end of the Contract.
- 14.3. The cost of the Performance Security shall be included in the Bid Price.

15. INSURANCE

- 15.1. The minimum limits on:

- a) Comprehensive General Liability Insurance,
- b) Automobile Liability Insurance, and
- c) Non-Owned Automobile Liability Insurance

to be provided by the Bidder shall in each case be not less than an inclusive limit of \$5,000,000 for (a), (b), and (c) above, for any one accident or occurrence.

- 15.2. Bidders shall submit with their bid, a breakdown in summary form of the additional insurance coverage they intend to maintain in full force and effect during the performance of the Works. This information shall list in detail the exclusions, special restrictions or deductions which would apply to the bidder's insurance.
- 15.3. The premiums for all insurance maintained by the Contractor shall be deemed to be included in the Contract Price. No separate payment shall be made to the Contractor in respect of insurance premiums which the Contractor is required to provide in accordance with the Contract.
- 15.4. All insurance policies shall remain in place until completion of this Contract. Every policy shall contain a provision that 30-day written notice of cancellation shall be given to the RDEK. The RDEK shall be added as an Additional Insured. The Contractor shall furnish the RDEK with a certificate or certificates of Insurance as evidence that such insurance is enforce, including evidence of any insurance renewal policy or policies.

16. PROPOSED EQUIPMENT

- 16.1. The Schedule of Equipment Rental Rates shall show a list of all the equipment the bidder intends to use to perform the works at the site and the specified information.
- 16.2. Acceptance of a bid shall not be deemed to constitute agreement with and approval by the Engineer of the rental rates proposed by the bidder.

17. SCHEDULE OF PRICES

- 17.1. In accordance with Conditions of Contract Clause 19, the prices in the Schedule of Prices shall be the full inclusive value of the work described, including but not limited to all costs and expenses which may be required in and for the performance of the work described, excluding Provincial Sales Tax (PST) and Goods and Services Tax (GST), together with all general risks, liabilities and obligations set forth or implied in the documents on which the bid is to be generated.
- 17.2. Bidders should enter a price against each item of the Schedule of Prices. Items against which no price is entered will be considered as covered by the other prices in the Schedule of Prices.
- 17.3. All prices shall be firm prices quoted in Canadian dollars.
- 17.4. In the case of discrepancy between words and figures, the words shall prevail. In the case of errors in addition or extensions, the individual prices quoted shall prevail.
- 17.5. The Owner will not consider any bid that contains a formula for increasing the contract price based on increases in fuel price.

18. SIGNING BIDS

- 18.1. If the bidder is a corporation, the bid shall be signed under seal in the corporation's name and on its behalf by the duly authorized officer, or officers, of the corporation. If the officer is, or the officers are, authorized to execute the bid on behalf of the corporation without the application of the seal of the corporation, the seal may be omitted. A corporate bidder should submit a copy of the valid resolution passed by the bidder's Board of Directors identifying the officer, or officers, signing the bid and authorizing them to do so on behalf of the bidder, and if appropriate, without the necessity of affixing the seal of the corporation to such a bid.
- 18.2. If the bid is submitted by an individual (including individuals operating under a trade name), the bid shall be signed under seal and the complete proper name of the individual shall be printed below their signature. If the signature is not under seal, a

witness to the signature should sign the bid form, clearly indicating that he or she is signing only in the capacity as a witness.

- 18.3. If the bid is submitted by two or more contractors as partners in a Joint Venture, each partner by signing under seal, shall undertake that if the bid is accepted they will be jointly and severally bound to discharge the duties, obligations and responsibilities of the Contract.

19. NOTICE OF AWARD

- 19.1. Following evaluation of the bids submitted in response to these Instructions to Bidders, the Owner may issue a Letter of Intent to the selected Contractor. The Letter of Intent will outline the intent of the Owner to accept the bid, any necessary documentation required to be submitted to the Owner in addition to the requirements in the Instructions to Bidders, and will specify the time period in which the Contractor must respond to the Letter of Intent.

20. TERMS AND CONDITIONS

- 20.1. Each bidder must inform themselves fully of the site and conditions relating to the work to be performed and be thoroughly familiar with the Tender Document. Failure to do so will not relieve the successful bidder of this obligation and enter into a contract to carry out the work for the consideration as set forth in their offer.
- 20.2. Bidders are advised that no request for suggested amendments to the tender documents, i.e., extension of the scheduled closing date, the completion date or like, can be entertained unless the request is received at least seven (7) calendar days before the time set for the closing of tenders.
- 20.3. Any alteration to the preprinted part of the tender may render it subject to rejection.
- 20.4. All spaces in the tender must be completed and handwritten alterations to the parts so completed must be initialed by the person or persons executing the tender on behalf of the bidder. The initials must be immediate to the alteration or correction.
- 20.5. Tenders, to be acceptable, must be based on the Conditions and Specifications and other documents provided.
- 20.6. These documents, which will form the contract, are complementary and what is called for by any one will be as binding as if called for by all.
- 20.7. The successful bidder (Contractor) will maintain in their possession one (1) complete set of all contract documents to be available to the Regional District on request.

- 20.8. Should any bidder find a discrepancy or omission in the documents they should request at once in writing an explanation prior to submitting a tender.

21. ACCEPTANCE / REJECTION

- 21.1. In no event will the Owner be responsible for the costs of preparation or submission of a Bid.

- 21.2. Bids which contain qualifying conditions or otherwise fail to conform to the Instructions to Bidders may be disqualified or rejected. The Owner may, however, in its sole discretion, reject or retain for its consideration Bids, which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in these Instructions to Bidders.

- 21.3. The Owner reserves the right to disqualify from bidding:

- a) an individual who has; or
- b) an individual who was a shareholder or officer of a company that has; or
- c) a company that has; or
- d) a company with a shareholder or officer who has; or
- e) a company that is, or was, a shareholder of a company that has; or
- f) a company that has a shareholder or officer who is also a shareholder or officer of another company that has;
 - i had a bid bond retained, or
 - ii had all or part of a performance bond retained, or
 - iii had a contract with the Owner terminated for cause, or
 - iv failed to complete its material obligations under any prior contract with the Owner, or
 - v has been convicted of an offence in respect of an Owner contract, or
 - vi has evidence of inadequate experience, or of inadequate capacity to perform the contract, or

- vii has or has had in the last two (2) years a disputed account against or due by the Owner, or against whom the Owner has or has had a disputed account; or
- viii is or has, in the last five (5) years, previously been involved in litigation against the Owner.

B. FORM OF AGREEMENT

This Agreement made as of the _____ day of _____ in the year of Two Thousand and Twenty Two for the Operation of the Transfer Station at Invermere in the Regional District of East Kootenay.

BY AND BETWEEN

Regional District of East Kootenay, with head office at Cranbrook, BC

hereinafter called the "Owner"

AND

hereinafter called the "Contractor".

WITNESSETH that the Owner and Contractor agree as follows:

DOCUMENTS

The following documents shall be deemed to form, and be read and construed as part of the Agreement, which shall constitute a binding contract between the Owner and the Contractor:

- Instructions to Bidders
- Form of Agreement
- Conditions of Contract
- Scope of Work
- Operations Plan – Invermere Transfer Station
- Bid Form

(The foregoing list of documents shall be hereinafter collectively referred to as the "Contract Documents")

CONTRACT PRICE

In consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned, the Contractor agrees to perform the Works in accordance with the provisions of the Contract.

In consideration of the performance of the Works in accordance with the provisions of this Contract, the Owner agrees to pay the Contract Price to the Contractor at the time and in the manner prescribed in the Contract.

The Contract Price shall consist of the lump sum price named in the attached Schedule of Prices – shown as **(A)**, having a total of:

Payments for extra work performed by the Contractor at the request of the Owner at the lump sums or unit prices as may be mutually agreed upon in writing between the Contractor and the Owner in accordance with Clause 16 of the Conditions of Contract.

Other payments that are or become due to the Contractor in accordance with the terms and conditions of the Contract.

Goods and Services Tax (GST), as applicable.

Provincial Sales Tax (PST), as applicable.

CONTRACT TERM

The Contract Term is from July 18, 2022 to July 19, 2027

This Agreement bears the formal date aforementioned and shall be for all purposes retroactive to such date even though signed and acknowledged on the dates mentioned below.

The Contractor and the Owner hereby agree to full performance of the covenants herein contained in witness whereof they have executed this Agreement as of the day and year first written above.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:

(SEAL)

(Contractor)

Per:

(Signing Authority)

WITNESSED

By:

(Witness Signature)

(Witness Name Print)

(Signed this _____ day of _____, 2022, at _____.)

Regional District of East Kootenay

(Owner)

(SEAL)

Per:

Chair, Rob Gay

By:

Chief Administrative Officer, Shawn Tomlin

(Signed this _____ day of _____, 2022, at _____.)

C. CONDITIONS OF CONTRACT

1. CONTRACT DOCUMENTS

- 1.1. The Contract documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the contract is for the contractor to provide all labour, materials, equipment, supplies, services, tools, transportation, facilities, and all things necessary for the proper execution of the Works, excepting only those items specifically stated as being furnished by the Owner.
- 1.2. The Contractor shall maintain copies of the Operations Plan for their own use and for inspection by the Engineer. One copy of all such documents shall be maintained on the premises of the Contractor or of the appropriate Subcontractor or at the Site or, when requested by the Engineer, in all locations.

2. WORK TO BE TO THE SATISFACTION OF THE ENGINEER

- 2.1. The Contractor shall execute the Works in accordance with the Contract and to the satisfaction of the Engineer, and shall comply with the Engineer's instructions on any matter relating thereto.
- 2.2. Nothing contained in the Contract shall create any contractual relationship between the Engineer and the Contractor.
- 2.3. Any duties, obligations or rights entrusted in the Contract to the Engineer may also be performed or exercised by the Owner.

3. SUPERINTENDENCE AND LABOUR

- 3.1. The Contractor shall provide all necessary superintendence during execution of the Works.
- 3.2. The Contractor shall employ and appoint a competent and authorized representative or agent, herein referred to as the Superintendent, who shall be constantly on the Works at the Site and who shall give their whole time to the superintendence of the same. Such Superintendent shall be fluent in the use of the English language. The Superintendent is responsible for day to day decision making and authorization for continuous operation of the Site and required equipment.
- 3.3. The Contractor shall employ on the Works only such persons as are careful, skilled and experienced in their appointed responsibilities and in their several trades.

4. EXECUTION OF WORKS

- 4.1. The whole of labour provided by the Contractor at the Site, and the mode, manner and speed of execution of the Works at the Site shall be of a kind and conducted in a manner

approved by the Engineer, who shall also decide on questions arising under the Contract, whether concerning the execution of the Works or the interpretation of the Operations Plan.

5. TERM

- 5.1. The Contractor shall proceed with the Works when authorized to do so by the Engineer and shall continue the Works in accordance with the schedule required by the Owner for a term of five years- It is the Owner's intent that the Contractor begin work on July 18, 2022.
- 5.2. The Contractor shall work a sufficient number of hours per shift and shifts per day to complete the Works within the time specified.

6. PROVISION FOR RENEWAL

- 6.1. The Contractor shall have no right of renewal of this Agreement; however, the Owner may, in its sole discretion, elect to negotiate a renewal of this Agreement with the Contractor on terms and conditions acceptable to the Owner.

7. EQUIPMENT AND EQUIPMENT SUBSTITUTION

- 7.1. Unless otherwise specified, all equipment to be supplied by the Contractor for incorporation in the permanent Works shall be in good working condition and of the best quality of their respective kinds, shall comply with the latest edition of relevant standards and applicable governmental regulations, including but not limited to WorkSafeBC Regulations and shall be subject to the approval of the Engineer.

8. EQUIPMENT TO BE SUPPLIED BY OWNER

- 8.1. All equipment which is supplied by the Owner for incorporation in the Works by the Contractor shall be received, stored and handled by the Contractor in a manner approved by the Engineer.

9. LAWS AND REGULATIONS

- 9.1. The Contractor shall identify and comply with all federal, provincial, municipal or local laws and regulations of the authorities with regard to the Works or having jurisdiction in the locality of the Works including, but not limited to, any law, ordinance, rule or regulations regarding the employment of labour or relating to the preservation of public health, safety and environment and upon request shall supply the Owner with evidence of compliance with same. Federal, provincial, municipal or local laws and regulations include, but are not limited to, WorkSafeBC Legislation, Waste Management Legislation, Operational Certificate and Employment Standards Act.

10. HEALTH

- 10.1. The Contractor shall take whatever measures are required to provide adequate medical and sanitary arrangements for all the employees as per WCB requirements and any other applicable regulations and legislation.

11. NOTICES

- 11.1. Any notice, order, direction or other communication to be given to the Contractor under any of the provisions of this Contract shall be deemed to have been received by the Contractor on the date on which such notice, order, direction or other communication is delivered if delivered to the Contractor by hand, posted on the site or sent by facsimile and within one business day if sent by mail, or to the superintendent or foreperson, or left at the Contractor's office, and shall be deemed to have been received by the Contractor on the fourth business day next following the date on which notice, order, direction or other communication is posted at any post office to the Contractor or foreperson and addressed to the address mentioned in the Contract or to the Contractor's last know place of business or residence.

12. SUBCONTRACTS AND ASSIGNMENT

- 12.1. The Contractor shall not sublet or assign the whole of the Works. The Contractor shall not sublet or assign any part of the Works without the express written consent of the Engineer, which consent may be arbitrarily withheld.
- 12.2. The Contractor shall be responsible to the Owner for all the work of their Subcontractors, including without limitation Subcontractors nominated by the Owner or the Engineer, if any.
- 12.3. The Contractor shall be held as fully responsible to the Owner for the acts and omissions of their Subcontractors, if any, and of persons directly or indirectly employed by them or any of them as for the acts and omissions of persons directly employed by the Contractor.
- 12.4. Nothing contained in the Contract documents shall create any contractual relation between any Subcontractor and the Owner, or its agents, but the Contractor agrees to bind every Subcontractor by the terms of these Conditions of Contract and Operations Plan as far as applicable to his work.
- 12.5. The Contractor shall not assign any or all of this Contract without the express written consent of the Owner, which consent may be arbitrarily withheld. For the purposes of this provision, a change in shareholder control of a corporate Contractor shall be deemed an assignment.

13. CONTRACTOR'S RESPONSIBILITY

- 13.1. The Contractor agrees that it is the Prime Contractor for the purposes of the Workers Compensation Boards Occupational Health and Safety Regulation for the Province of British Columbia. The Contractor shall have a safety program that meets the requirements of the Workers Compensation Board, shall provide first aid services, and shall ensure that all Workers Compensation safety rules and regulations are observed during performance of the Contract, not only by the Contractor by all subcontractors, workers, material personnel and others engaged in the performance of the Contract. Contractor must ensure all proper licenses, approvals, and certifications are in place.
- 13.2. The Contractor shall at all times well and truly save, defend and keep harmless and fully indemnify the Owner and its agents of and from and against all loss, costs as between solicitor and client, charges, damages, expenses, claims and demands whatsoever which the said Owner and/or its agents may bear, sustain, suffer, or be exposed to for, or by reason of, or on account of:
- a) personal injury or death suffered or sustained by any person whomsoever (including, without limiting the foregoing in any way, any Subcontractor or any agent, servant, workman or employee of the Contractor or of any of his Subcontractors) arising out of, or in the course of, or caused by the performance of the Works, but excluding any such injury or death to the extent that same is caused by the negligence or willful act or omission of the Owner and/or its agents; and,
 - b) any loss of or damage to property (including property of the Owner), real or personal, arising out of, or in the course of, or by reason of the performance of the Works, but excluding any such loss or damage to the extent that same is caused by the negligence or willful act or omission of the Owner and/or its agents;
 - c) and the Contractor shall at their own cost, expense and risk defend any and all actions, suits or other legal proceedings arising out of, or in the course of, or by reason of the performance of the Works that may be brought or instituted against the Owner and/or its agents or any such claim or demand, and pay and satisfy any judgement that may be rendered against the Owner and/or its agents in any such action, suit or other legal proceedings or result there from.
- 13.3. This indemnity clause shall survive the termination of this Contract.
- 13.4. In respect of materials, structures and equipment which the Owner may furnish under this Contract, the Contractor shall determine that such materials, structures and equipment are in acceptable condition for performance of the Works in accordance with

the Contract and if the Contractor finds they are not in such condition, the Contractor shall give the Engineer written notice to that effect and should the Contractor fail to so notify the Engineer, the Contractor shall pay all costs incurred as a result of using defective materials, structures and equipment in the Works. The Contractor shall take full responsibility for the care of materials, structures and equipment furnished by the Owner, and in case any damage, loss or injury shall happen to same or any part thereof from any cause whatsoever the Contractor shall at his own cost repair, or make good the same so that such materials, structures and equipment are in good order and condition, to the satisfaction of the Engineer.

14. WORKSAFEBC

- 14.1. The Contractor shall take whatever measures are required to comply with regulations of WorkSafe of British Columbia and of any authority having jurisdiction over safety arrangements at the Site.
- 14.2. The Contractor shall submit to the Engineer evidence, in the form of a letter from WorkSafeBC or such other form as the Engineer may request, that the Contractor has paid all sums from time to time assessed and levied against the Contractor by WorkSafe of the province in which the Works are to be carried out, in respect of all work required to be performed by the Contractor pursuant to the Contract. In the event the Contractor has not paid such sums, the Owner may deduct the amount of such sums from any monies due or that become due to the Contractor.

15. REVISIONS AND OMISSIONS

- 15.1. The Engineer may, without invalidating this Contract, make alterations to the Operations Plan, issue additional instructions and require additional work or direct the omission of work and the Contractor shall conform thereto in accordance with the conditions of this Contract subject to the following:
 - a) on lump sum work where the alterations, omissions, or additional work do not materially change the character or volume of the work as a whole the work shall be paid for at the lump sums; and
 - b) where alterations, omissions or additional work materially change the character of unit price work as a whole, or materially change the character or quantity of lump sum work as a whole, such alterations, omissions, or additional work shall be re-estimated so that the Contractor and the Owner can mutually agree on revised unit prices and lump sums applicable to the work.

16. EXTRA WORK

- 16.1. The Contractor shall do extra work if required by the Engineer for lump sums or unit prices as may be mutually agreed upon between the Contractor and the Owner, which work will be described by an amendment to the Contract signed by both parties and forming part of the Contract.
- 16.2. The Owner reserves the right to have extra work performed by the Owner's own forces or by Other Contractors and the Contractor shall afford such facilities as the Engineer may require for the performance of such work.

17. SUPPLIED BY CONTRACTOR

- 17.1. Except for those materials, services and facilities which are specifically stated in the Operations Plan and further detailed in the Operations Plan as being supplied by the Owner, the Contractor shall provide and include in the rates entered in the Schedule of Prices for the execution of the whole of the Works complete in every respect in accordance with the Contract including but not limited to the following:
- 17.2. Transportation of personnel, materials and equipment to, at and from the Site; labour, supervision, materials other than materials supplied by the Owner, tools, supplies, facilities, equipment, room and board for his forces, wiring of temporary buildings and services, erection and removal of temporary works, final clean up of Site on completion of the Work to the satisfaction of the Engineer, and all contingent expenses and risks of every kind necessary to complete the Works in accordance with the Contract.

18. FUEL USAGE

- 18.1. Within four weeks of the end of each calendar year of the Contract, the contractor shall provide the Owner with a detailed record of all fuel used in the execution of the Works for the preceding year, detailing the type of fuel and the volume of each fuel type used.

19. PAYMENT

- 19.1. The Owner will make monthly progress payments on account of the Contract Price to the Contractor, against invoices/statements approved by the Engineer of the performance of portions of the Works to the satisfaction of the Engineer, or as agreed with the Owner in writing in advance.
- 19.2. Payment in the case of unit price work will be made for actual quantities of completed work, measured by the Engineer at the prices entered in the Schedule of Prices.

- 19.3. Invoices/Statements for progress payments are to be submitted by the Contractor and are to be itemized in such form and supported by such evidence as the Engineer or Owner may direct.
- 19.4. No invoice/statement approved by the Engineer shall be relied on as conclusive evidence of any matter stated therein nor affect or prejudice any right of the Owner or the Contractor against the other.
- 19.5. No payment will be made in respect of materials delivered to the Site which have not been incorporated in the permanent Works.
- 19.6. The Engineer may in any progress payment give effect to any correction or modification that should properly be made in respect of any previous invoice/statement.

20. PROVISIONS FOR CANCELLATION OF CONTRACT

- 20.1. The Owner shall have the right to unilaterally terminate this Contract on one month's notice, without cause, 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 at the unit prices, lump sums and provisional sums set out in the Schedule of Prices, 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 Engineer) of 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 removal of the Contractor's 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;
 - c) the cost of repatriation of all the Contractor's staff and workers employed on or in connection with the Works at the time of such termination; and
 - d) the cost of any or all final clean up of the Site and contractor's area.
- 20.2. 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.

21. DEFAULT OF THE CONTRACTOR

21.1. If the Contractor:

- a) assigns or sublets the whole or any part of the Contract without the express written consent of the Owner,
- b) assigns or sublets the whole or any part of the Works without the express written consent of the Owner;
- c) should be adjudged bankrupt,
- d) makes a general assignment for the benefit of his creditors, or a receiver should be appointed,
- e) should be wound up or go into liquidation on account of insolvency,
- f) should refuse or fail to supply the properly skilled workers, materials, equipment deemed necessary by the Engineer after having received 14 days notice in writing from the Engineer to do so,
- g) should fail to make prompt payments to its employees, Subcontractors or suppliers within 30 days of due date,
- h) persistently disregards laws, ordinances, or the instructions of the Engineer, or in the opinion of the Engineer, is otherwise in violation of the provisions of this Contract,
- i) fails to maintain the Performance Security as required by the Contract,
- j) fails to maintain Insurance, as required by the Contract,
- k) fails to maintain WCB coverage, as required by the Contract, or
- l) in the opinion of the Owner, fails to adequately perform the Works,

then the Contractor shall be considered to be in default of this Contract and the Owner may, without prejudice to any other right or remedy, give the Contractor written notice and immediately terminate the employment of the Contractor and take possession of the whole of the Works and of the temporary works and premises at the Site and all of the equipment, small tools and materials at or in transit to or ordered for the Site and finish the Works, by whatever method the Owner may deem expedient but without undue delay or expense.

21.2. If in the case of the Contractor's failure or refusal to supply additional workers equipment and small tools, it is in the interest of the Owner to do so, the Owner may, without prejudice to any other right or remedy, continue the employment of the Contractor on some of the Works and take possession of other parts of the Works and some or all of the temporary works, premises, equipment, small tools and materials provided by the Contractor at the Site for such other parts of the Works and finish such other parts of the Works by whatever method the Owner may deem expedient but without undue delay or expense.

21.3. Upon completion of the Works by the Owner, the Engineer shall determine:

- a) the amount which would have been due to the Contractor under the Contract if all of the Works had been performed by them (the "Amount Due"); and,
- b) the costs and expense borne by the Owner in completing the Works, or any part thereof, and damages for delay in completion if any (the "Costs");

and the Contractor shall be entitled to receive the Amount Due less the Costs. If the Costs exceed the Amount Due, the Contractor shall pay to the Owner, upon demand by the Owner the amount of such excess.

21.4. If the Contractor is in default and the Contractor is not terminated in accordance with the provisions of this clause, then the Contractor shall not be entitled to receive any further payment on account of the parts of the Works of which the Owner has taken possession until the whole of the Works is completed.

22. FORCE MAJEURE

22.1. No Party will be held responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in performing any obligation of this Agreement when such failure or delay is due to force majeure, and without the fault or negligence of the Party so failing or delaying. For purposes of this Agreement, force majeure means a cause beyond the reasonable control of a Party, which may include acts of God; acts, regulations, or laws of any government; war; terrorism; civil commotion; fire, flood, earthquake, tornado, tsunami, explosion or storm; pandemic; epidemic and failure of public utilities or common carriers. In such event the Party so failing or delaying will immediately notify the other Party of such inability and of the period for which such inability is expected to continue. The Party giving such notice will be excused from such of its obligations under this Agreement as it is thereby disabled from performing for so long as it is so disabled for up to a maximum of 30 days, after which time the Parties will negotiate in good faith any modifications of the terms of this Agreement that may be necessary to arrive at an equitable solution, unless the Party giving such notice has set out a reasonable timeframe and plan to resolve the effects of such force majeure and executes such plan within such

timeframe. To the extent possible, each Party will use reasonable efforts to minimize the duration of any force majeure. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

23. PERMITS AND LICENSES

23.1. Unless otherwise specified, the Owner will secure and pay for any rights of servitudes and permanent easements required for the operations at the Site. The Contractor shall secure and pay for all other licenses and permits which they may require to comply fully with all laws, ordinances and regulations of the proper public authorities in connection with performance of the Works. The Contractor shall be responsible for all damages and shall indemnify and save the Owner harmless from and against all claims for damages and liability which may arise out of failure of the Contractor to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws, ordinances and regulations.

24. TAXES

24.1. The Contractor shall pay all contributions, taxes and premiums payable under Federal, Provincial, Municipal and local laws levied upon the payroll of employees engaged in the performance of the Works; and all harmonized, sales, use, excise, transportation privileges, occupational and other taxes and duties applicable to labour, materials, supplies and services furnished by them for work performed hereunder, and shall save the Owner harmless from liability for any such contributions, premiums and taxes.

25. NON-WAIVER OF DEFAULT

25.1. Any failure by the Owner or the Engineer at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of the Owner or the Engineer at any time to avail itself or themselves of such remedies as it or they may have for any breach or breaches of such terms or conditions.

26. SITE RECRUITMENT OF PERSONNEL

26.1. The Contractor shall not hire employees of the Owner, Other Contractors, or Subcontractors at the Site, without receiving written consent from the Owner.

27. ARBITRATION

27.1. Provided, if both parties agree, in the case of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, or

in the event of a breach of the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof, then the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the provisions of the Commercial Arbitration Act of the Province of British Columbia, otherwise the parties hereto retain their respective rights.

28. PERFORMANCE SECURITY REVIEW

28.1. The Contractor can request a review of the Performance Security after successful completion of the 2nd year of the Contract. Approval of any changes or reduction to the Performance Security shall be at the sole discretion of the Owner.

29. GOVERNING LAWS

29.1. The Contract shall be deemed to have been made in and shall be construed according to the laws of the Province of British Columbia and the parties hereto at torn to the jurisdiction of the Courts of British Columbia.

30. GUARANTEE

30.1. In addition to any other liability or warranty presented by law or any other provisions of the Contract, the Contractor shall guarantee that the Works shall satisfactorily perform the work for which it was intended. Performance of the Works, which is considered unacceptable by the Owner or Engineer, shall be remedied at the sole expense of the Contractor.

30.2. In the event of default on the part of the Contractor in performing such remedy or renewal, the Owner may perform the work and hold the Contractor liable for the costs thereof and may deduct such costs from any monies due or that become due to the Contractor.

31. PUBLICITY

31.1. The Contractor shall not erect, or permit the erection of, any sign or advertising on the property of the Owner without the approval of the Owner.

31.2. Publication or release by the Contractor of information originating by reason of the Work shall be only by permission of the Owner.

31.3. The Contractor shall not allow or permit any public ceremony in connection with the Work without the permission of the Owner.

32. PAYMENT WITHHELD

32.1. The Owner may at its sole discretion withhold or nullify the whole or part of any payment to the extent necessary to protect itself from loss on account of one or more of the following:

- a) That the Contractor is not performing the Works satisfactorily;
- b) That defective work is not being remedied;
- c) That there are affidavits (or an affidavit) or claim of lien, or liens (or a lien) filed, against the lands and premises of which the work is done or is being done, or reasonable evidence of the probably filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien);
- d) That the Contractor is failing to make prompt payments as they become due to Subcontractors or for material or labour;
- e) That there exist unsatisfied claims for damages caused by the Contractor to anyone employed, or in connection with the work; or
- f) In the opinion of the Owner, the Contractor is in violation of any provision of the Contract.

32.2. Where Subcontractors or suppliers of material are not receiving prompt payment, the Owner may make payment to such Subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

33. REMOVAL OF LIENS

33.1. The Contractor shall forthwith remove at their own expense all affidavits of claim of lien, or liens, filed or registered against the lands and premises, probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien) and the Contractor shall indemnify and save harmless the Owner from liability arising out of any such affidavit or affidavits of claim of lien.

34. COMPLETION OF ACCEPTANCE

34.1. On completion of the operation, all portions of the work shall be gone over carefully by the Contractor who shall satisfy themselves that every item has been completed, and that the whole works are in a clean and tidy condition, and ready in all respects for acceptance by the Owner. The Contractor shall, by writing to the Engineer, request that a final inspection of the works be carried out.

- 34.2. On receipt of a written recommendation from the Engineer, the Owner, subject to his acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract save for those which cannot be performed until after the Notice of Acceptance has been issued, will issue the Notice of Acceptance. Such recommendation will only be made by the Engineer following:
- a) The final inspection of the works by the Engineer and the Contractor and rectification by the Contractor of all job deficiencies.
 - b) The submission to the Engineer by the Contractor of a written statement that all claims and demands of the Contractor for extra works, or otherwise in connection with the Contract, have been presented in writing to the Engineer.
- 34.3. If the Contractor considers that for reasons beyond his control all job deficiencies cannot be rectified promptly, he may in writing request a partial acceptance of the works.
- 34.4. Such a written request must be submitted to the Engineer, but shall not be submitted to or considered by the Engineer until the statement referred to in 32.2(b) above has been submitted. Subject hereto, the Engineer will consider the request and will make such recommendation thereon to the Owner as he shall in his absolute discretion think fit.
- 34.5. The Owner will consider the Engineer's recommendation and will decide in its absolute discretion how far, if at all, and on what terms to accede to the Contractor's request. Without limiting the generality of the foregoing, the Owner will require assurance that acceding to such request will not prejudice its rights under any applicable lien legislation or bonds.

D. SCOPE OF WORK

1. GENERAL

- 1.1. The activities to be performed as part of the Scope of Work are presented in detail in the Operations Plans.
- 1.2. The Contractor shall accept all municipal solid waste and recyclables collected from individuals and small volume waste generators in the District of Invermere and their surrounding rural areas.
- 1.3. Large bulk loads and commercial waste will not be accepted, but rather directed to go to the Columbia Valley Landfill.
- 1.4. The Contractor shall agree to exercise good public relations in exercising their authority under this Contract.

2. HOURS OF OPERATION

- 2.1. The hours of operation of the transfer stations in Invermere shall be as follows:
 - a) 08:00 hours to 18:00 hours Monday to Saturday (Closed Sunday's)
 - b) Closed on the following statutory holidays: Family Day, Remembrance Day, Thanksgiving Day, Christmas and New Years Day.
- 2.2. Hours of operation may be adjusted by mutual agreement in writing between the Contractor and the Owner. It is understood and agreed that the Owner will have the ultimate say with regard to the hours of operation.
- 2.3. The Contractor is responsible for and shall be on duty at the site during the hours of operation.

3. RECYCLABLE / DIVERTABLE MATERIALS

- 3.1. The following are recyclable/divertible materials that require special handling are listed in the Operations Plan.
- 3.2. This list of materials may be added to or deleted by the Owner.
- 3.3. Recyclable materials will be stored with a goal of moving them to the recyclers.

4. ACCESS

- 4.1. The Contractor will be present whenever the gates are open and the transfer stations are in operation.

- 4.2. The Contractor will carry out all snow removal and sanding on all roadways without delay to permit free access of the public and designated waste transfer vehicles.
- 4.3. The Contractor is responsible for all snow piling and storage so that the runoff does not interfere with the site.
- 4.4. All roadways are to be swept of sand/aggregate in a timely manner once winter is over.

5. SITE DRAINAGE

- 5.1. The Contractor shall be responsible for maintaining surface drainage internal to the site as outlined in the Operations Plan. The Contractor shall maintain the ditches so that the drainage characteristics of the site are in accordance with the Operations Plan and as directed by the Engineer.

6. FIRE CONTROL

- 6.1. The Contractor shall be responsible for the protection from fire of this property as well as the immediately adjacent property inasmuch as they may be affected should a fire occur in the disposal facility. Fire detection and prevention measures are outlined in the Operations Plan.

7. CONTRACTOR'S FACILITIES

- 7.1. The Contractor shall provide and maintain in a neat and sanitary condition such accommodation at the site for the use of their employees as may be necessary to comply with the requirements and regulations of the Ministry of Health of the Province of British Columbia and other authorities having jurisdiction in this respect.
- 7.2. All structures to be constructed on the transfer station sites shall be subject to prior approval by the Owner.

8. LANDSCAPING

- 8.1. The Contractor will be responsible for landscape maintenance at the transfer station sites. This includes cutting growth around the sites and on both sides of the fence.
- 8.2. The Invermere Transfer Station will require cutting of all growth within the fenced area.

9. WILDLIFE

- 9.1. Site must be kept free of all wildlife.

10. ATTENDANT'S BUILDING OPERATION

10.1. The Contractor's duties include, but are not limited to:

- a) Maintain a daily diary of general operations.
- b) Provide verbal instructions to traffic for proper dumping locations.
- c) Count number of vehicles entering the site and categorize and monitor the type of waste delivered.
- d) Open and close main gates at posted times.
- e) General housekeeping of the Attendant's Building.
- f) Maintain the Attendant's Building in a clean and acceptable condition.
- g) Administer the bylaws related to solid waste including material bans and covered loads.
- h) Other related duties as may be required by the RDEK at agreed upon rates.

10.2. The RDEK will provide an attendant's building, utilities, and facilities.

E. OPERATIONS PLAN -INVERMERE TRANSFER STATION



OPERATIONS PLAN

INVERMERE TRANSFER STATION

INVERMERE, BC

Regional District of East Kootenay

19 - 24th Avenue South

Cranbrook BC V1C 3H8

Updated

May 12, 2022

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OVERVIEW

1.1 Purpose

This Transfer Station Operations Plan (the Plan) outlines the operation of the Invermere Transfer Station. The Plan is part of the waste management implementation process and should be reviewed as a tool for the overall management and operation of the facility.

This Plan is intended to provide details for the following items:

- Transfer Station management and responsibilities;
- training and safety;
- regulations;
- waste acceptance; and
- operational procedures.

The use and implementation of the provisions within this Plan are intended to provide compliance with all regulatory requirements. The Plan is based on compliance with BC's regulatory regime and on good practice for transfer stations.

1.2 Location

The transfer station is located on Industrial 1 Rd in Athalmer, adjacent to the District's Public Works yard, in an industrial area within the District of Invermere.

1.3 Design Concept

The Transfer Station is designed to accept all the waste from residents in the District of Invermere and its surrounding rural area.

Large bulk loads and wastes that are not accepted at the transfer station are to go directly to the Columbia Valley Landfill. Examples of these loads includes but is not limited to: loads of demolition waste, wood waste, rubble, car hulks and clean fill.

The site consists of an operator's shelter at the entrance. There are staging areas for materials that can be recycled, diverted, or require special handling:

- Recycle BC recyclables
- Household MSW

The transfer station primarily collects municipal solid waste which is then hauled to the Columbia Valley Landfill in Windermere.

1.4 Access

The Transfer Station is fenced entirely around its perimeter with a lockable gate at the entrance to prevent unauthorized access to the site and provide public protection. Signs are posted that clearly identify the hours of operation, the wastes that can be received, and emergency contact telephone numbers. The Transfer Station is staffed whenever the gates are open, and the Transfer Station is in operation.

2.0 REGULATIONS

2.1 Solid Waste Management Plan

The Solid Waste Management Plan (SWMP) is the guiding plan used by the RDEK for managing waste in the region. An update is completed every five (5) years.

2.2 RDEK Bylaws

Various bylaws and board resolutions apply to the operation of the Invermere Transfer Station. It is the responsibility of the operator to be aware of these policies and amendments.

3.0 RESPONSIBILITIES

3.1 RDEK Responsibilities

The RDEK is responsible for financing, constructing, and operating the Transfer Station and closing and decommissioning the site should it be required in the future. The Solid Waste Superintendent (Engineer) or designate at the RDEK will be directly responsible for the Transfer Station and the contractors hired to operate the facility. The Engineer or designate will also be responsible for reporting to and for liaison with MOE as required.

The Solid Waste Superintendent will conduct separate inspections with the contractor bi-annually or as determined to be necessary to ensure the safe operations of the facility and that the contractor is fulfilling all duties as listed in this plan and the scope of work.

3.2 Contracted Operator Responsibilities

The contracted operator is responsible for the operations at the transfer station as described in this plan. The contract operator shall prepare a health and safety plan and operate the facility in full compliance with WCB requirements. A copy of the health and safety plan will be provided to the RDEK. The contractor shall ensure that employees with transfer station duties receive regular operational and safety training. Training sessions do not have to follow a fixed format or content but, as a minimum, shall contain the following relevant topics:

Health and Safety Component

- heavy equipment hazards
- mechanical moving part safety
- lifting
- slips and trips
- electrical hazards
- fire and explosion prevention
- emergency response
- noise issues
- chemical identification and exposure

Operational Procedure Component

- waste acceptance
- waste screening
- managing the public
- litter control
- record keeping
- inspections
- reporting
- regulatory compliance
- environmental management
- response to complaints

4.0 SITE OPERATIONS

The contractor is responsible for the day-to-day operations of the Transfer Station.

4.1 On Site Staff Requirements

Minimum operational personal required on-site during hours of operation will include:

1. Site Attendant

4.1.1 Site Attendant

The Scale/Site Attendant is responsible for the following:

- controlling the overall operation of the Transfer Station commencing at the entrance to the facility;
- recording facility operations in a daily operation log;
- inspecting buildings and environmental control systems and reporting any deficiencies to the RDEK for maintenance;
- providing clear and concise written (posted signs) and verbal instructions to users of the facility as they enter the facility;
- advising RDEK of abnormal site operations or conditions;
- initiating emergency response and contingency plans as required;
- restricting acceptance to approved wastes;
- keeping attendant building tidy;
- co-ordinating the operation and segregation of waste into the designated areas of the facility so that the entire Transfer Station is utilized methodically and efficiently;
- controlling waste, managing identified unacceptable materials and proper segregation of wastes;
- organizing clean-up of litter on the Transfer Station property and surrounding areas;
- ensuring persons using the Transfer Station obey the rules and follow safe practices and prevent scavenging;
- inspecting and maintaining equipment;
- inspecting buildings and environmental control systems and reporting any deficiencies to the RDEK for maintenance;
- preparing and conducting monthly inspection reports as provided by the RDEK;
- controlling and monitoring of bins and totes for unacceptable materials and proper segregation of materials in the Recycle BC Depot;
- assisting public with inquiries;
- distributing information packets as required;
- notifying RBC Collector when pickup of recycling materials is required;
- ensuring site is tidy and free of litter; and
- moving full totes from sheds to storage when full.

Require Certifications and Training

The following courses must be completed by the Scale Attendant within six (6) months of starting their position:

- SWANA (Northern Lights Chapter) - Transfer Station Operator
- SWANA (Northern Lights Chapter) - Waste Screening at MSW Management Facilities

OR equivalent training, certificates, etc. determined to be suitable by the RDEK.

All attendants must attend an orientation session with RDEK Department Staff prior to working at the Recycle BC Depot.

4.2 Additional Staff Requirements

In addition to site staff, the Transfer Station Manager will be the primary contact and coordinator for all operations at the Transfer Station and liaise regularly with the RDEK.

The Transfer Station Manager is responsible for the following:

- coordinating transfer of waste to the Landfill by developing an efficient hauling schedule;
- ensuring all staff are trained;
- ensuring that staff operating the Transfer Station and persons using the Transfer Station obey the rules and follow safe practices and prevent scavenging; and
- reporting concerns or issues associated with Transfer Station operation to the Solid Waste Superintendent.

5.0 OPERATIONAL PROCEDURES

The operational procedures detailed in the following sections are to be carried out by the responsible operational personnel. The objectives of each procedure are listed prior to the description of the detailed procedures. The procedures that are described are considered the minimum requirement. Improvements shall be made as a result of the training program and site specific issues.

5.1 Waste Control

Allow only acceptable waste materials for transfer at the facility. These are defined as municipal solid waste (MSW) by the "Waste Management Act", which refers to refuse which originates from residential, commercial, institutional, demolition, land clearing or construction sources. Typical acceptable wastes at the Invermere Transfer Station are:

- residential (food scraps, packaging, diapers, unused items, etc.);

Large loads of residential, commercial, institutional, demolition, land clearing or construction wastes will be sent directly to the Columbia Valley Landfill. Large loads are defined as deliveries in vehicles with a volume larger than a pick-up truck. The scale attendant may at their discretion direct large volume deliveries from residential sources to the landfill given available capacity at the Transfer Station.

Screen all wastes at the Transfer Station gate and site. Reject any unacceptable materials. The waste screening process involves the following components;

- observation and inquiry of waste streams for every load at the Transfer Station gate;
- random load inspections on the site;
- documentation and record keeping; and
- education and enforcement.

Train all staff in waste acceptance procedures, such that they will be able to identify potentially unacceptable materials. Examples of unacceptable materials are special wastes, bulk liquids,

biomedical wastes, and large metallic objects. For information regarding the acceptability of wastes for disposal, contact the MOE.

Advise users of the facility through signs of the materials that are acceptable and those that are unacceptable.

Some indicators of potentially unacceptable wastes are:

- warning labels on containers;
- leaking loads or liquids;
- oily wastes;
- powders;
- sealed containers;
- tanks;
- pressure vessels;
- intact drums;
- loads with unusual documentation; and
- loads with noxious odours.

Residential waste haulers arriving at the site with unacceptable wastes shall be denied access. They could also contact the MOE for the location of the nearest appropriate facility.

Keep the site tidy by conducting regular litter pick-ups, maintenance of landscaping and maintaining good operational practices.

5.2 Waste Acceptance And Storage

Objectives

- accept waste for transfer;
- direct and store recyclable materials in appropriate areas; and
- identify and remove unacceptable materials.

Procedures

Direct users of the facility to the appropriate locations of the Transfer Station by confirming nature of load at the entrance to the facility.

Clearly mark all containers or storage areas for recyclable materials as to their contents. Advise users how to place wastes into the areas.

Provide unobstructed access to the recycling bins or storage areas for both users and transfer vehicles to allow ease of disposing materials and collecting bins once they are full. Maintain setback distances from property lines and other facilities.

Regularly remove unacceptable wastes and or segregation areas.

5.3 Waste Drop-Off And Transfer

Objectives

- place waste and recyclables in designated areas or bins;
- identify and remove unacceptable materials; and

- maintain neat and efficient operation.

Procedures

Waste segregation and transfer are important for proper waste management.

Manage the waste on the site to enable uninterrupted access to users of the Transfer Station and to provide an efficient flow of transfer vehicles through the facility.

Coordinate the deposition of waste with the necessary movement to place waste into the trailer or bin.

Identify and remove unacceptable wastes found on the site.

5.4 Waste Transfer

Objectives

- Transfer waste as needed to maintain neat and efficient operation.

Procedures

Organize the efficient removal/emptying of full trailers or bins and delivery of empty trailers or bins.

Remove waste from the facility as quickly as possible to prevent accumulation and reduce odours.

Remove all accumulated waste from the site daily. Only in emergency situations, should waste be allowed to accumulate and must be previously approved by the RDEK. Once the emergency has passed, remove all accumulated waste from the Transfer Station as quickly as possible.

Cover all loads of waste prior to leaving the Transfer Station to prevent the possibility of wind blown litter at the site and during the transfer to the landfill.

Maintain records of the number of trips and loads leaving the facility on a daily basis.

Direct all loads of waste to proceed to their final destination immediately.

6.0 RECYCLABLE AND DIVERTIBLE MATERIALS MANAGEMENT

The Transfer Station maintains a staging area for recyclable/divertible materials and materials requiring special handling that are brought by the general public. This section lists special handling requirements for these materials.

Recyclable materials are not expected to create any leachate. Materials requiring special handling, such as lead acid batteries, may be stored on special containment pads.

Every effort will be made by the RDEK and the transfer station operator to have these materials recycled.

6.1 Recycle BC Recyclables

The Recycle BC Program collects products as listed on their website <https://recyclebc.ca/>

Note: This program accepts only residential recycling. Commercial recyclers are to be direct to Yellow Bins off site.

6.2 Yard and Garden Waste

Small volumes of yard and garden prunings from residential sources and Household Organics **may** be accepted at the Transfer Station on a seasonal basis. The yard and garden waste is loaded directly into a bin. The load is taken to the District of Invermere Organics Composting Facility. Transfer Station operator must ensure the material is regularly removed in order to keep the site tidy as well as minimize any potential fire risk.

6.3 Electronics

6.3.1 CESA Small Appliances

The CESA Small Appliances Extended Producer Responsibility Program collects products as listed on their website <https://www.electrorecycle.ca/about-cesa/>

Some examples of products include:

- Microwaves
- Handheld Power Tools
- Kitchen Top Appliances (blenders, coffee makers, etc)

7.0 BUILDING MAINTENANCE

Objectives

- maintain all aspects of the Transfer Station to ensure continued safe and efficient operation;
- ensure the Transfer Station does not become unsightly to users and neighbours; and

Procedures

Provide clear concise instructions to users of the facility regarding traffic flow and speed limits on the site.

Complete daily inspections of the facility for damage.

Report problems from inspections to Transfer Station Manager and RDEK.

If requested, organize and complete repairs as quickly as possible.

Lock entrance gates upon leaving the facility.

8.0 NUISANCE CONTROLS

Objectives

- mitigate on and offsite nuisance conditions.

8.1 Visual Appearance / Windblown Litter

Maintain aesthetics and control windblown litter by:

- continual enforcement of covered loads entering and leaving the site;
- push wastes back into collection containers so that litter cannot escape;
- having at least one, weekly litter pickup, fence clean-up including surrounding areas; and
- maintaining the site entrance by using weed control and keeping surrounding offsite areas litter-free.

8.2 Dust

Some measures to minimize dust generation include the following:

- using a paved or all weather access road; and
- watering access roads to the staging area during very dry periods.

8.3 Odours

An optimized transfer schedule will minimize the storage of waste in the transfer facility. Deodorizers shall be used as a contingency measure.

8.4 Noise

Minimize site noise by:

- keeping equipment in good repair; and
- operating during set hours only.

9.0 TRANSFER STATION HAZARDS AND SAFETY REQUIREMENTS

The Health and safety Plan provided by the contractor will include information on but not limited to the following hazards:

- frequent car and truck traffic with backing and dumping procedures;
- equipment used to push and/or pile wastes;
- waste materials;
- odours; and
- dust.

The Health and Safety Plan will also list personal protective equipment (PPE) required for operators at the Transfer Station where garbage is manipulated. All transfer station equipment

must be fitted with a full-time back-up alarm. PPE at the Transfer Station must be CSA approved and include the following as a minimum:

- hardhat;
- steel-toed and soled footwear;
- high visibility vests;
- safety glasses;
- hearing protection near operating equipment;
- respiratory protection for dusts;
- gloves

10.0 EMERGENCY RESPONSE / CONTINGENCY PLANNING

The contractor will be responsible for creating and updating emergency response and contingency planning. It is the responsibility of the contractor to conduct employee training on these plans and complete practice drills.

Contingency planning is necessary for safe operations. All employees must be familiar with all aspects of the following plans. Training and practice drills shall be conducted on a regular basis. A current list of emergency contacts and telephone numbers will be posted in the scale house and transfer station building for convenient reference. In the event that an incident occurs, it is important to review the incident and evaluate the effectiveness of the contingency measures. Weaknesses can then be identified so that the plan may be improved.

Copies of Emergency Response Plans and Contingency Plans will be stored on site and provided to the RDEK. Plans must be kept up to-date.

11.0 INSPECTION AND RECORD KEEPING

Objectives

- perform sufficient inspections to adequately monitor site performance;
- achieve acceptable site performance by effective communication of issues and implementation of corrective actions where required; and
- maintain sufficient records to demonstrate due diligence.

11.1 Daily Activity Log

The contractor will keep a daily activity log noting any unusual site activities/incidents or notable events. This will include when recyclers come to the facility for recyclable/divertables pickup.

11.2 Monthly Inspection Report

The contractor will perform monthly inspections of the site.

11.3 Other Required Records

Other records to be maintained at both the onsite office and/or at the Regional District office include:

- copy of the permit(s) for the site or the certificate(s) of operation;
- inspection records (performed by staff and regulatory agencies);
- training procedures;
- contingency plan and notification procedures; and
- copies of all annual reports.

12.0 RDEK REPORTING REQUIREMENTS

Objectives

- provide appropriate reports on facility operation and performance to the RDEK Board and PMAC; and
- provide appropriate reports on facility operation and performance to the MOE.

Procedures

The RDEK will, based on verified reports from the contractor, submit to the MOE an Annual Operations and Monitoring Report containing at least the following information:

- total volume and/or tonnage of waste delivered to the Transfer Station and sent to the Landfill;
- total volume and/or tonnage of recyclable goods delivered to the Transfer Station and sent for recycling;
- anticipated modifications to the operation of the facility over the next 12 months; and
- operational plan for the next 12 months.

F. BID FORM

OPERATION OF THE TRANSFER STATIONS AT INVERMERE, BC

Bid Submitted by:

Address:

FROM:

TO: Regional District of East Kootenay (the “Owner”)

FOR: OPERATION OF INVERMERE TRANSFER STATION

The undersigned bidder has examined the Tender Document for Operation of the Transfer Station at INVERMERE, BC, and related documents referred to therein and hereby agrees:

1. PERFORMANCE

To perform the Works of the quality and in the manner specified in the Contract Schedule issued by the Engineer; to perform all other obligations and assume all liability imposed upon the Contractor by the said bid document.

2. BID DOCUMENT

The Bid Document comprises the following:

- Instructions to Bidders
- Form of Agreement
- Conditions of Contract
- Scope of Work
- Operations Plan – Invermere Transfer Station
- Bid Form

3. PRICE

To accept as full compensation for so doing:

The lump sum amounts named in the attached Schedule of Prices – shown as **(A)** having a total of

Payments for extra work performed by the Contractor at the request of the Engineer at the lump sums or unit prices as may be mutually agreed upon in writing between the Contractor and the Owner in accordance with Conditions of Contract Clause 19.

Goods and Services Tax (GST), as applicable.

Provincial Sales Tax (PST), as applicable.

4. CONTRACT GUARANTEE

Within fourteen (14) days from the date of the acceptance of the bid, to execute the Contract, and to furnish if requested by the Owner a satisfactory Performance Security in an amount of fifty percent (50%) of the value of the work for the first year as computed in the Schedule of Prices.

5. BID IRREVOCABLE

This bid shall be irrevocable for ninety (90) calendar days from the latest date specified for the receipt of bids in accordance with Instructions to Bidders.

6. ATTACHMENTS

The following documents are attached to and form part of this bid:

- Schedule of Bid Information
- Schedule of Equipment Rental Rates
- Schedule of Prices
- Bid Security

7. CORRESPONDENCE

All correspondence relative to this bid is to be addressed to the undersigned at the following address:

Tel : () _____

Fax : () _____

The bidder acknowledges receipt of the following addenda by listing each addendum received:

[illegible]

9. ACKNOWLEDGEMENT OF TERMS

In consideration of the Owner allowing the undersigned Bidder to submit bids for this contract, the undersigned Bidder:

- acknowledges that the Owner reserves the right to arbitrarily accept or reject any or all bids and to waive the irregularities or informalities at its own discretion.
- acknowledges that the lowest or any bid will not necessarily be accepted;
- acknowledges that the Owner reserves the right to negotiate terms and conditions of the successful bidder;
- releases and forever discharges the Owner and any of its agents, officers, consultants or employees (the "Releasees") of and from any and all manners of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, claims, damages, costs, losses or injuries, whether known or unknown, heretofore arisen or hereafter arising, of any nature or kind whatsoever, which as against the Releasees, the Bidder, has or hereafter can, shall or may have, in any way resulting from this tendering process, including but not limited to the process for selection of the successful bidder or a decision to reject any or all tenders;
- acknowledges that the Owner may not accept bids from Bidders who are or have previously been involved in litigation against the Owner, or have in the Owner's opinion previously defaulted on any contract with the Owner within the last two years .

Dated this _____ day of _____, 2022.

Bidders Signature

10. SIGNING AUTHORITY

A valid resolution of the Board of Directors of the Corporation dated _____
is attached hereto authorizing the officers to sign the bid on behalf of the Corporation.

DATE: _____ SIGNED UNDER SEAL BY:

having Head Office located in the City of _____ in the

Province of _____.

FINANCIAL STANDING

Name of chartered bank: _____

Address: _____

The bidder submits the following list of all phases of the Work proposed to be sublet with the names of all Subcontractors proposed to be employed.

The Contractor agrees that if a named Subcontractor is not acceptable to the Owner, the Contractor shall name an acceptable alternative Subcontractor.

[illegible]

12. PREVIOUS EXPERIENCE

The bidder submits the following statement of landfill work the bidder has undertaken during the past 5 years similar to that on which he is bidding and submits in Appendix ___ of the Schedule of Bid Information company brochures and other relevant material to fully illustrate the experience, ability, and resources to be made available for the Work:

[illegible]

Key Personnel

Duty	Name	Resume of Previous Experience, Responsibilities and Employers
------	------	---------------------------------------------------------------

14. INSURANCE

Details of Contractor's Insurance Coverage

The bidder proposes to provide the following insurance in accordance with Clause 14 of the Instructions to Bidders.

Type of Coverage	Minimum Limit	Confirm that Premiums are Included in Bid Price
(1) Comprehensive General Liability Insurance	\$5,000,000	_____
(2) Automobile Liability		
(Owned)	\$5,000,000	_____
(Non-Owned)	\$5,000,000	_____
(3) Additional Insurances:		_____
(submit details)		

SAFETY PROGRAM AND RECORDS

The bidder submits a description of its safety program, including safety records for the past three years, as an appendix of the Schedule of Bid Information.

15. CROSS-REFERENCES

Information requested in the Schedule of Bid Information, for which there is insufficient space included therein, has been included in an Appendix and clearly worded to identify to which clause it is an Appendix.

16. APPENDICES

The bidder lists the following Appendices, which form part of the bid and are attached:

17. SCHEDULE OF EQUIPMENT RENTAL RATES

With reference to Instructions to Bidders Clause 16 the following equipment and rental rates is proposed for the Works:

[illegible]

18. SCHEDULE OF PRICES

With reference to Instruction to Bidders - Clause 17 and other requirements of the Contract, the following prices are proposed for the Works:

OPERATION OF THE INVERMERE TRANSFER STATION

Pay Item		Lump Sum Amount for 12 Months
1. Total Services for Year 1	\$	_____
2. Total Services for Year 2	\$	_____
3. Total Services for Year 3	\$	_____
4. Total Services for Year 4	\$	_____
5. Total Services for Year 5	\$	_____
SUB - TOTAL OF TOTAL SERVICES	\$	_____
GST	\$	_____
TOTAL OF SCHEDULE OF PRICES (A)	\$	_____

Note to bidders:

The Regional District of East Kootenay may investigate upgrading the transfer station to include compactor bins rather than the current arrangement of 6-cubic yard bins. These two different options are listed as Hauling and Bin Rental – Option 1 and Hauling and Bin Rental-Option 2. It should be noted that these will not run concurrently but one or the other Option will be selected.

HAULING AND BIN RENTAL – OPTION 1

Bin Rental:

Six (6) Cubic Yard Capacity Bear Resistant Garbage Bin

Pay Item

- | | | |
|----------------------------------------------------------|----|-------|
| 1. One - 6 cubic yard Bin Rental for one month in Year 1 | \$ | _____ |
| 2. One - 6 cubic yard Bin Rental for one month in Year 2 | \$ | _____ |
| 3. One - 6 cubic yard Bin Rental for one month in Year 3 | \$ | _____ |
| 4. One - 6 cubic yard Bin Rental for one month in Year 4 | \$ | _____ |
| 5. One - 6 cubic yard Bin Rental for one month in Year 5 | \$ | _____ |

Hauling:

The vehicle used for collecting and hauling municipal solid waste (MSW) from the Invermere Transfer Station to the Columbia Valley Landfill must be a compactor truck, and the haul rate applies to an empty compactor truck collecting waste from the Invermere Transfer Station and hauling directly to the Columbia Valley Landfill so that tonnages of MSW can accurately be recorded.

The size of the compactor truck must be described in cubic yards in addition to a price.

Pay Item

- | | | |
|------------------------------------------------------------------------------------------------------------------|----|-------|
| 1. One – ____ cubic yard Compactor Truck Hauled from the Invermere Transfer Station to the CV Landfill in Year 1 | \$ | _____ |
| 2. One - ____ cubic yard Compactor Truck Hauled from the Invermere Transfer Station to the CV Landfill in Year 2 | \$ | _____ |
| 3. One - ____ cubic yard Compactor Truck Hauled from the Invermere Transfer Station to the CV Landfill in Year 3 | \$ | _____ |
| 4. One - ____ cubic yard Compactor Truck Hauled from the Invermere Transfer Station to the CV Landfill in Year 4 | \$ | _____ |
| 5. One - ____ cubic yard Compactor Truck Hauled from the Invermere Transfer Station to the CV Landfill in Year 5 | \$ | _____ |

HAULING AND BIN RENTAL – OPTION 2

Bin Rental:

One thirty (30) Cubic Yard Compactor Garbage Bin

Pay Item

- | | | |
|---------------------------------------------------------------------|----|-------|
| 1. One - 30 cubic yard compactor Bin Rental for one month in Year 1 | \$ | _____ |
| 2. One - 30 cubic yard compactor Bin Rental for one month in Year 2 | \$ | _____ |
| 3. One - 30 cubic yard compactor Bin Rental for one month in Year 3 | \$ | _____ |
| 4. One - 30 cubic yard compactor Bin Rental for one month in Year 4 | \$ | _____ |
| 5. One - 30 cubic yard compactor Bin Rental for one month in Year 5 | \$ | _____ |

Hauling:

Price should be for hauling one 30-yard compactor bin from the Invermere Transfer Station to the Columbia Valley Landfill and returning to the Invermere Transfer Station.

Pay Item

- | | | |
|--------------------------------------------------|----|-------|
| 1. One – Bin hauled to the CV Landfill in Year 1 | \$ | _____ |
| 2. One – Bin hauled to the CV Landfill in Year 2 | \$ | _____ |
| 3. One – Bin hauled to the CV Landfill in Year 3 | \$ | _____ |
| 4. One – Bin hauled to the CV Landfill in Year 4 | \$ | _____ |
| 5. One – Bin hauled to the CV Landfill in Year 5 | \$ | _____ |