

CENTRAL COAST REGIONAL DISTRICT

REQUEST FOR PROPOSALS: OPERATION OF THORSEN CREEK WASTE AND RECYCLING CENTRE

October 29, 2020

Prepared By:



Central Coast Regional District
Box 186, 626 Cliff Street
Bella Coola, BC
V0T 1C0

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SECTION 1 - REQUEST FOR PROPOSALS

The Central Coast Regional District (CCRD) invites proposals from qualified and innovative contractors, for the daily operation of the Thorsen Creek Waste and Recycling Centre located in the vicinity of Thorsen Creek, Bella Coola, BC. It is the intent of this Request for Proposals (RFP) to identify a lead proponent and negotiate a contract for provision of labour and equipment for the daily operation of the Thorsen Creek Landfill and Transfer Station, for a 12-month period starting January 1, 2021 and ending December 31, 2021. Subject to finances, CCRD satisfaction with services provided, and upon mutual agreement, the contract may be extended for up to three (3) additional one (1) year terms.

Please reference Schedule A in the Sample Contract for a detailed list of contract specifications. Work associated with this contract includes but is not limited to:

- Year-round supervision and staffing of landfill and transfer station operations (open two (2) days per week), currently Wednesday and Saturday;
- Two (2) days per week, empty 4-yard bins into CCRD packer truck as needed and transfer of putrescible waste from the transfer station to the active face at the landfill;
- As needed, transfer 30 yard roll off bins of metal, construction/demo debris, and wood/cardboard from Transfer Station to appropriate sites at Landfill;
- Compaction and cover of all putrescible wastes at the end of each day of operation;
- Maintenance of all parts of the access roads/drop-off areas not otherwise maintained by others;
- Maintenance of the Share Shed/Free Store;
- Operation, fueling and basic inspection of specified CCRD equipment;
- Maintenance of electric bear exclusion fences at Transfer Station and Landfill; and
- Hourly Force Account work as directed by CCRD.

The minimum equipment required for this contract is:

- A combination of a 25 tonne (or larger) tracked excavator, front-end loader & dump truck, or
- A 25 tonne (or larger) tracked excavator and a suitable combination of equipment capable of achieving compaction of waste, transport/spreading of cover material, burning or wood and cardboard piles, organization/mounding of metal pile and snow removal.

Proposals will be received by the undersigned at the offices of the Central Coast Regional District, 626 Cliff Street, Bella Coola, B.C., V0T 1C0 not later than the closing time of 4:00 p.m., local time, November 26, 2020. Proposals may also be submitted by email, in pdf format, to info@ccrd.ca no later than 4:00 p.m., local time, November 26, 2020. The email subject line should read: "TCWRC RFP Operations Proposal". Proposals will be evaluated by a minimum of three CCRD staff with the intention of identifying a lead proponent and entering into negotiations with the lead proponent to confirm contract terms. If satisfactory terms cannot be reached within a reasonable amount of time, then CCRD may cease negotiations, and either engage the next highest scoring proponent in negotiations or cancel the RFP process.

RFP packages may be obtained from the Central Coast Regional District office at 626 Cliff Street, Bella Coola, B.C., or on the CCRD website at www.ccrd-bc.ca. Interested parties are asked to register with the CCRD to receive any additional information or addendums that may be issued prior to the closing date. Registration can be completed in person at the CCRD office, or by phone (250) 799-5291.

The CCRD will not be responsible for any costs incurred by a proponent in preparing a proposal.

The highest scoring proposal will not necessarily be accepted. The Central Coast Regional District unequivocally reserves the right to waive formalities in or reject any or all proposals, or accept the proposal deemed most favorable in the interest of the Central Coast Regional District.

There will be **no** mandatory pre-bid meeting or site visit, however interested bidders are strongly encouraged to contact the CCRD Operations Manager to schedule a site visit prior to submitting a proposal.

All inquiries must be directed only to the Operations Manager, Ken McIlwain, in writing or by email at pwm@ccrd-bc.ca.

SECTION 2 - INSTRUCTIONS TO PROPONENTS

Submission of Proposals

1. Proponents must submit their proposals in writing on or before 4:00 p.m., November 26, 2020. Proposals must be submitted to the front desk of the CCRD office at 626 Cliff Street, Bella Coola, B.C. prior to the closing time of 4:00 p.m. March 10, 2020. Proposals may also be submitted by email, in pdf format, to info@ccrd.ca no later than 4:00 p.m., local time, November 26, 2020. The email subject line should read: "TCWRC RFP Operations Proposal". Proposals received after the Closing Time will not be considered. They will be returned to the proponent(s) unopened.
2. **Proposals must be submitted on the SECTION 3 - Proposal Form** supplied in this document. The Proposal Forms must be submitted in a sealed envelope clearly marked:

CENTRAL COAST REGIONAL DISTRICT

THORSEN CREEK WASTE AND RECYCLING CENTRE OPERATIONS PROPOSAL

CONTRACT REFERENCE CCRD PW2021-01

No other identifying marks are to be placed on the proposal submission envelope.

3. The Proposal Form shall be dated, shall show the full legal name and business address of the Proponent and shall be signed with the usual signature of the person or persons authorized to bind the Proponent. The name of each signatory shall be clearly imprinted below the signature.
4. Proponents must be sure to fill out and enclose all three pages of the Proposal Form.
5. Proponents may be required after the opening of proposals to submit evidence of their resources and their ability to carry out the Work specified under the Contract.
6. Before submitting a proposal, the Proponent shall carefully examine the documents and the site of the Works and shall fully inform him/herself as to the existing conditions and limitations which may influence the proposal and affect the execution of the Works.
7. Should any proponent find discrepancies or omissions in the RFP documents, or should any other questions arise concerning the Work as required under the Contract, proponents should at once, request explanation, clarification or interpretation, BEFORE submitting their proposal.
8. A Proponent who has already submitted a proposal may submit a further proposal at any time up to the Closing Time. The last proposal received from a proponent prior to the Closing Time shall supersede and invalidate any and all proposals previously submitted by the proponent. A proponent may withdraw its proposal at any time up to the Closing Time.
9. Any party owing monies to the CCRD must settle all debts before any proposal documents will be considered.

Mandatory Components

1. Thorsen Creek Waste and Recycling Centre is a workplace that has both CCRD employee(s) and contractor employees. In an effort to maintain wage parity, the **CCRD requires the Contractor's Transfer Station Attendant to be paid at a minimum rate of \$26.00 per hour, plus holiday pay as required under the Employment Standards Act BC.** Should the contract term be extended for additional years, the Attendant's hourly rate will be increased by 2% starting at the beginning of each subsequent contract term.

Proponent's Qualifications

2. The following mandatory criteria must be met or exceeded and documented within the contents of the Proposal Form:
 - (a) Contractor can provide the following equipment:
 - A tracked excavator with a weight classification of at least 25 tonnes and equipped with a digging bucket, clean up bucket and hydraulic thumb; a front-end wheel loader with bucket, a dump truck capable of moving cover material and metals and snow removal equipment; OR
 - A tracked excavator with a weight classification of at least 25 tonnes and equipped with a digging bucket, clean up bucket and hydraulic thumb and a combination of equipment capable of achieving compaction of waste, transport/spreading of cover material, burning or wood and cardboard piles, organization/mounding of metal pile and snow removal.
 - (b) Provision of WorkSafe BC coverage and in good standing with WorkSafe BC.
 - (c) The Contractor's superintendent or designate capable of operating heavy equipment, fire response and repairing/troubleshooting electric fence issues, must be capable of responding to landfill/transfer station emergencies within (1) hour of notification from the regional district or other first responders.
3. The following are preferred qualifications and will form a portion of the proposal evaluation criteria in relation to Contractor Experience:
 - (a) The proponent has performed 3 years of landfill operations at a provincially permitted landfill in the past 10 years.
 - (b) The proponent's proposed superintendent or designate have completed the SWANA Landfill Operations Basics Course. The proponent's proposed landfill/transfer station attendant has completed the SWANA Transfer Station Management Course.
 - (c) The proponent's proposed superintendent or designate has demonstrated proven performance over a period of 3 years of landfill operations at a provincially permitted landfill in the past 10 years.

Sub-contractors

1. Proponents shall list any proposed Sub-contractors in the area provided on the Proposal Form. The CCRD reserves the right, without any liability to the CCRD to reject any proposed Sub-contractor and to require the Proponent to substitute another Sub-contractor that is acceptable to the CCRD.
2. Sub-contractors identified in the Proposal shall not be changed without the written consent of the CCRD.

Insurance Coverage

1. As a condition of award of the Contract, and prior to any commencement of work, the successful proponent shall provide Certificates of Insurance to cover Comprehensive General Liability as specified in Schedule C of the attached sample contract. This is currently set at \$5 million.

Pricing Requirements

1. The proposed pricing shall be expressed in Canadian currency, and shall be all inclusive, including but not limited to all labour, materials, equipment, freight, customs and excise duties, and taxes, save and except only GST.

2. There is no guarantee of extensions to the contract, and as such, proponents are cautioned to submit pricing based on this.
3. **The regional district will entertain a maximum annual increase in contract rates equivalent to the British Columbia Consumer Price Index increase as posted by Statistics Canada for the previous 12-month period ending September 30th of the current contract year.**
4. If by mutual agreement, the regional district and contractor agree to extend the contract by an additional year, the contractor and regional district will seek to have the contract extension completed by October 31 of the current contract year.

Addenda

1. If there are to be any changes in the defined scope of work or specifications, registered proponents will be informed, prior to the close of the period allowed for receiving proposals, by means of an Addendum, a written communication issued by the CCRD. All Addenda shall become a part of the RFP Documentation.

Evaluation of Proposals

1. All proposals submitted in accordance with the Instructions to Proponents will be evaluated by CCRD staff to determine which proposals meet the all-mandatory criteria. Those meeting the mandatory criteria will then be scored with the following points awarded for each criteria:

(a)

Criteria	Possible Score	Contractor Score
Pricing	70	
Contractor Experience	15	
Dedicated Equipment	15	
Total Possible score	100	

2. Proponents will be ranked based on the above criteria and then the contractor with the highest score will be contacted in order to enter into 'frontrunner' negotiations. At the frontrunner negotiation stage, the CCRD reserves the right to request references or other documentation in support of the proposal. This is an opportunity for both the Regional District and Proponent to finalize contract details. If both parties are satisfied, then a contract will be executed by the respective parties. If the two parties fail to reach an agreement within a period of time acceptable to the Regional District, then next highest ranked proponent will be contacted to initiate 'frontrunner' negotiations.

SECTION 3 - PROPOSAL FORM

THORSEN CREEK WASTE & RECYCLING CENTRE OPERATION CONTRACT

Proposal Submitted By:

)	Name and address of Proponent
)	
)	
)	
)	

To:

Central Coast Regional District
 Box 186
 Bella Coola, BC V0T 1C0

PART 1 - PRICING.

I/We, propose the following pricing (in Canadian Dollars) to perform the duties as described in the RFP Package for Operation of Thorsen Creek Waste and Recycling Centre and for Force Account Work (Hourly work requested by CCRD over and above contractual obligations) for the period commencing January 1, 2021 and extending until December 31, 2021.

ITEM NO	DESCRIPTION OF WORKS /SERVICES	TENDERED RATE/PRICE (GST EXCLUDED)
1.	Monthly fee for operation of Thorsen Creek Landfill and Transfer Station (in accordance with sample contract)	\$ / month
2.	Force Account Rate _____ Dozer – all found price	\$ / hour
3.	Force Account Rate _____ Front End Loader - all found price	\$ / hour
4.	Force Account Rate _____ Excavator – all found price	\$ / hour
5.	Force Account Rate _____ Dump Truck – all found price	\$ / hour
6.	Force Account Rate - Superintendent – all found price	\$ / hour
7.	Force Account Rate - General Labourer – all found price	\$ / hour
8.	Authorized supplies and expenses – Material costs/expenses on individual items valued at more than \$100 to be substantiated with copies of receipts . Cost is deemed to be the net pre-tax amount.	At cost

PART 2 – CONTRACTOR EXPERIENCE

Contractor Personnel	Number of Years Working In A Provincially Permitted Landfill	Details (include relevant experience and location of key personnel)
Contractor/Business		
Superintendent Name: _____ _____		
Attendant Name: _____ _____		
Attendant Name: _____ _____		
Subcontractor Name: _____ _____		
Subcontractor Name: _____ _____		

PART 3 – CONTRACTOR EQUIPMENT DEDICATED TO LANDFILL SITE

Type of Proposed Equipment	Details (Make, Model, Year, Hours, Condition, Leased or Owned, Current Location)

PART 4 – SUB-CONTRACTORS (IF ANY)

Name of Sub-contractor	Description of Sub-contractor Role

PART 5 – SHARE SHED/FREE STORE OPERATION

The CCRD Board of Directors has indicated a desire for improved service levels at the Share Shed/Free Store facility. Currently, under the existing TCWRC Operations Contract, the contractor is responsible for cleaning out the share shed on a weekly basis. The share shed consists of a 10'x20' storage container with roll up doors and interior shelving. The share shed is currently unmonitored and the result is that the share shed is in a state of constant disarray, making it difficult for patrons to look at items. Many items, especially textiles are dumped on the floor and are trampled or kicked out onto the dirt, reducing the likelihood of people reusing the items. Based on a review of similar facility's elsewhere, the only solution appears to be staffing of the share shed facility by an individual who is responsible for accepting incoming goods, organizing and displaying goods and monitoring/engaging the public to ensure suitable behavior. To further complicate the issue, COVID-19 measures require that we work to ensure public and worker safety by limiting the number of patrons at any given time so that adequate physical distancing can be maintained.

An additional 10x20 sea can with conventional doors on either end is available, adjacent to the existing share shed. There is currently no shelving or organizational space in the sea can, however the regional district would entertain modifying the container to allow for storage of textiles such as winter jackets or sporting goods that might be out of season, but have significant value.

Please present options outlining how you would propose to operate the facility to improve service levels and what the associated cost would be to the regional district. Proponents are encouraged to apply as much creativity and discuss considerations they feel are important and to add additional pages to the proposal to help in the CCRD's evaluation process.

DESCRIPTION OF SHARE SHED OPERATION OPTION	COST (\$)
1.	

DESCRIPTION OF SHARESHED OPERATION OPTION	COST (\$)
2.	

I acknowledge that I have read and understood the requirements and specifications within the sample contract included with the RFP Package, and that the information included in my proposal is accurate and free of any misrepresentation.

Dated: _____

Signature _____

Name (Printed) _____

Position _____

WorkSafe BC No. _____ (I/We certify I/we are a member in good standing)

GST Registration No. _____

DESCRIPTION OF SHARESHED OPERATION OPTION	COST (\$)
2.	

I acknowledge that I have read and understood the requirements and specifications within the sample contract included with the RFP Package, and that the information included in my proposal is accurate and free of any misrepresentation.

Dated: _____

Signature _____

Name (Printed) _____

Position _____

WorkSafe BC No. _____ (I/We certify I/we are a member in good standing)

GST Registration No. _____



General Services Contract

CONTRACT./FILE NO: CCRD/PW2021-01	THIS AGREEMENT DATED FOR REFERENCE THE 1'st DAY OF JANUARY, 2021.
PROJECT DESCRIPTION: SUPPLY OF LABOUR, EQUIPMENT AND MATERIALS REQUIRED FOR THE OPERATION OF THORSEN CREEK WASTE AND RECYCLING CENTRE.	

BETWEEN:

**Central Coast Regional District
 PO Box 186, 626 Cliff Street
 Bella Coola, BC V0T 1C0**

**Phone Number: (250) 799-5291.....FAX Number: (250) 799-5750
 CCRD Representative: Kenneth McIlwain
 E-mail Address: pwm@ccrd-bc.ca**

(the "CCRD", "District", "we", "us", or "our" as applicable)

AND:

**Insert Name of Contractor
 Insert Address of Contractor**

**Phone Number: _____.....FAX Number: _____
 E-mail Address: _____
 Contractor Representative: _____
 Corporate Business Number: _____
 WorkSafe BC and/or Personal Optional Protection Number: _____**

(the "Contractor", "you", or "your" as applicable)

The CCRD wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the terms and conditions set out in this Agreement.

The CCRD and the Contractor agree as follows:

ARTICLE 1 DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) **"Active Face"** means the area of landfill operations at which placing, spreading, compacting and covering of solid waste is regularly taking place;
- (b) **"Access Road"** refers to all roads and parking areas within the boundaries of the Thorsen Creek Waste and Recycling Centre used by the CCRD, public or contractor;
- (c) **"Administrator"** means the Chief Administrative Officer of the Central Coast Regional District;
- (d) **"Alternate Daily Cover System (ADCS)"** shall mean one or more impermeable barriers that can cover the active face to prevent access to landfilled waste by animals or environmental factors (wind, rain, etc).
- (e) **"Alternative Daily Cover"** shall mean an approved material used to cover the active face at the end of each working day that serves the function to prevent access to the refuse by vectors and to prevent wind-blown litter. The CCRD Representative must approve use of alternate daily cover and the material selected.
- (f) **"Approved"** means approved in writing by the Administrator including written confirmation of previous verbal approvals;
- (g) **"Business Day"** means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (h) **"CCRD Representative"** means the individual designated in this contract document as the CCRD representative or any other individual authorized in writing by the Administrator;
- (i) **"Commercial Operational Waste"** means any rejected or discarded objects or materials originating from commercial, institutional or industrial enterprises or facilities and which are not expressly prohibited in the landfill under Schedule B 3 (a), including, waste food, containers and packaging, paper products, floor sweepings and crockery but excluding those items permitted for disposal but subject to User Fees;
- (j) **"Contract Documents"** or **"Contract"** means the written agreement between the CCRD and the Contractor covering the performance of the Work and includes the complete set of Contract Documents, Specifications and Appendices and any addenda or revisions thereto that may from time to time be issued by the CCRD Representative and agreed to by the Parties;

- (k) **"Controlled Waste"** means certain hazardous waste, liquid waste and refuse which is approved for disposal at the TCWRC Site but which, because of its inherent nature and quantity, may require special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution. Controlled Waste includes, but is not limited to, condemned foods, construction and demolition waste, wood waste, contaminated soil, aquaculture farm site and processing waste, cardboard, waste asbestos, food processing wastes, dead animals, bulky wastes such as furniture, refrigerators, tires.
- (l) **"Cover Material"** means earth or other suitable material which is used to cover Landfill Waste and which exhibits good workability, compaction characteristics and a low putrescible content;
- (m) **"Days"**, unless otherwise designated, will be understood to mean calendar days;
- (n) **"Drop Off Area"** means that area in the vicinity of the Active Face that is so designated by the Site Attendant as the appropriate area for the dropping off of Landfill Waste;
- (o) **"General Refuse"** shall include, but is not necessarily limited to all waste arising from residential, commercial, institutional and municipal activities, and light industrial operations.
- (p) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (q) **"Landfill Area"** means that part of the Site so designated and shown on Appendix A attached to Schedule A Services;
- (r) **"Landfill Waste"** means that portion of the residential and commercial waste stream that is permitted to be deposited in the landfill, with or without User Fees;
- (s) **"Lift"** means a horizontal layer within a fill area consisting of one or more consecutive layers of compacted Landfill Waste;
- (t) **"Material"** means the Produced Material and the Received Material;
- (u) **"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (v) **"Prohibited Waste"** means any waste, which, because of its inherent nature and/or decisions of the District, requires special disposal techniques to avoid creating health hazards, nuisances, environmental pollution or unnecessary resource waste and is therefore prohibited from entering the Site, including liquid wastes, biomedical wastes, radioactive wastes, special waste so designated under Waste Management Act regulations, and items so designated under Schedule A and listed in Appendix D;
- (w) **"Received Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the CCRD or any other person;
- (x) **"Record"** is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;
- (y) **"Recyclable Commodity" or "Recyclable Material"** means any items currently accepted at TCWRC and so designated from time to time by the District as 'recyclable', including, but not limited to, residential paper, cardboard, most types of packaging, household batteries, automobile hulks, mixed metals and tires;
- (z) **"Recycling Facility" OR "Recycling Area"** means those facilities or areas, including buildings, located at TCWRC and intended for use in receiving, sorting and storing of Recyclable Commodities or Recyclable Materials;
- (aa) **"Residential Consumer Waste"** means any rejected or discarded objects or materials generally resulting from residential consumption and which are not expressly prohibited in the landfill under Schedule B 3(a), including waste food, containers and packaging, paper products, floor sweepings and crockery but excluding those household items permitted for disposal but subject to User Fees;
- (bb) **"Revenue"** means any and all monies derived from user fees paid in accordance with Appendix D;
- (cc) **"Road"** means the designated areas within the Landfill with surfaces that have been prepared for vehicle traffic.
- (dd) **"Services"** means the services described in Schedule A;
- (ee) **"Site Attendant's Office"** means that building that is intended for use by the Site Attendant during his hours of employment at the Site and as a location where the public can access recycling brochures and information;
- (ff) **"Solid Waste"** means all types of wastes accepted at TCWRC, whether Landfill Waste or Recyclable Commodities or Materials as so designated;
- (gg) **"Subcontractor"** means a person described in Section 16.05;
- (hh) **"Term"** means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement;
- (ii) **"Thorsen Creek Waste And Recycling Centre" or "TCWRC" or the "SITE"** means that area as fenced and/or actively managed by the District as part of Crown Land License of Occupation Number 540165 covering the unsurveyed portion of the NW ¼ of Section 30, Township 1, Range 3, Coast District;
- (jj) **"Unit of Measure"** has the meaning described in Schedule B;
- (kk) **"Work" or "Works"** means and includes in its entirety the furnishing of labour, materials, tools, equipment, delivery matters and things required to be done by the Contractor under this Contract; and
- (ll) **"Working Days"** shall mean days exclusive of statutory holidays.

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

2.01 The attached schedules are applicable to and form a part of this Agreement:

Schedule	Title
FS1	General Services Contract
Schedule 'A'	Services
Schedule 'B'	Contract Payment Schedule
Schedule 'C'	Insurance Requirements
Appendix 'A'	Landfill Site Plan
Appendix 'B'	Operational Certificate MR-4223
Appendix 'C'	Solid Waste Disposal Areas
Appendix 'D'	User Fee Schedule

2.02 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including **January 1, 2021** to and including **December 31, 2021** inclusive. The parties may, by mutual agreement, extend the up to contract three additional one-year terms.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

ARTICLE 5 PAYMENT

- 5.01 If you comply with this Agreement, we must pay you for the Services at the rates and times described in Schedule B:
- (a) the fees described in that Schedule, plus any applicable taxes; and
 - (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
- We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.
- 5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.
- 5.03 Without limiting Section 11.01 we may withhold from any payment due to you an amount sufficient to indemnify, in whole or in part, the CCRD and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the CCRD to you upon the basis for withholding the amount having been fully resolved to the satisfaction of the CCRD.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 If you are not a resident in Canada, you acknowledge that we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.
- 5.06 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:

- (a) except to the extent you have previously disclosed otherwise in writing to us:
 - (i) all information, statements, documents and reports furnished or submitted by you to us in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable you to fully perform the Services, and
 - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
- (b) if the Contractor is not an individual:
 - (i) you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, you, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
 - (a) as required to perform your obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the CCRD being your customer or the CCRD having entered into this Agreement.

ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
 - (a) in Received Material that you receive from us, and
 - (b) in Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the CCRD of the copyright in the Produced Material, other than any Incorporated Material.
- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant us:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

ARTICLE 9 RECORDS AND REPORTS

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to us. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

ARTICLE 10 AUDIT

- 10.01 During the term of this contract, the CCRD may at any reasonable time and on reasonable notice to you, request and receive assistance from you in obtaining copies of materials pertaining to this contract.

ARTICLE 11 INDEMNITY AND INSURANCE

- 11.01 You must indemnify and save harmless the CCRD and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the CCRD or any of its employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement (each a "Loss"), excepting always liability arising out of the independent acts or omissions of the CCRD and its employees and agents.
- 11.02 You must comply with the insurance requirements in Schedule C, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 11.04 Unless specified otherwise in Schedule C, at your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 Unless specified otherwise in Schedule C, if you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.
- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 12.04.
- 12.04 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

- 13.01 An "Event of Default" means any of the following:
- (a) your failure to perform any of your obligations under this Agreement, or
 - (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
 - (c) an Insolvency Event, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
 - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
 - (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
 - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of your property, or
 - (vi) you cease, in our reasonable opinion, to carry on business as a going concern.
- 13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:
- (a) by written notice to you, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to us at law or in equity; or
 - (c) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.02(a).
- 13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.

- 13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

ARTICLE 14 TERMINATION

- 14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 60 days' written notice of termination to you.
- 14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:
- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and
 - (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.
- 14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

ARTICLE 15 DISPUTE RESOLUTION

- 15.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
- 15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.
- 15.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under Section 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 16 GENERAL

- 16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or
 - (c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
 - (d) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign your rights under this Agreement without our prior written consent.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.
- 16.10 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
 - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.
- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as “Key Personnel”, you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.
- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, a provision in the body of this Agreement will prevail over any conflicting provision in, attached to, or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise and a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 16.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 16.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 17 INTERPRETATION

- 17.01 In this Agreement:
- (a) “we”, “us”, and “our” refer to the CCRD alone and never refer to the combination of the Contractor and the CCRD;
 - (b) the Contractor and the CCRD are referred to as “the parties” and each of them as a “party”;
 - (c) “includes” and “including” are not intended to be limiting;
 - (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (e) “attached” means attached to this Agreement when used in relation to a schedule;
 - (f) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
 - (g) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
 - (h) “person” includes an individual, partnership, corporation or legal entity of any nature; and
 - (i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

EXECUTION AND DELIVERY

18.01 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in Section 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the CCRD by an authorized representative of the CCRD	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Authorized CCRD Expense Authority)	(Contractor or Authorized Signatory)
(PRINTED NAME of CCRD Expense Authority)	(PRINTED NAME of Contractor)
Dated this 1 st day of January, 2021	Dated this 1 st day of January, 2021



Central Coast Regional District

Schedule A - Services

File: CCRD/PW2021-01

Attachment to the Agreement with **Insert Contractor Name** for **supply of labour, equipment and materials required for the operation of Thorsen Creek Waste and Recycling Centre.**

1. General

- 1.01 These specifications describe the operation of the Thorsen Creek Waste and Recycling Centre or “the Site”, which includes both the Landfill Area and the Transfer Station/Recycling Facility and Areas as shown on Appendix A.
- 1.02 Except as herein agreed to, the Contractor shall provide all necessary equipment, materials, labour, supervision and perform all work, and fulfil everything as set forth and in strict accordance with the Contract Documents.
- 1.03 The Contractor shall, at their own expense, procure all permits (except Ministry of Environment Operational Certificate), certificates and licenses required by law, including a burning permit, for the execution of the Work and shall comply with all Federal, Provincial and local laws, regulations and bylaws affecting the execution of the Work.
- 1.04 The Site shall be operated in accordance with the Environmental Management Act, its successor legislation, Operational Certificate No. MR-4223, attached as Appendix B and future amended Operational Certificates.
- 1.05 The Contractor shall accept for disposal at the Site all Solid Waste as defined herein, except those items specifically prohibited by Schedule A 4 (a) and Appendix D of these Operational Specifications as currently written or amended from time to time by the District.
- 1.06 The Landfill and Recycling Areas are available to all residents, businesses, corporations, and institutions located within Electoral areas C, D and E of the CCRD.
- 1.07 The Contractor shall operate the Site in accordance with WorkSafe BC/Workers Compensation Board regulations, existing and amended CCRD bylaws, the Health Act and other applicable policies of the District.

2. Work By Contractor

- 2.01 The Work of this Contract to be performed by the Contractor shall include:
 - (a) Operation of the landfill in accordance with Operational Certificate MR-4223 (Appendix B);
 - (b) locking and unlocking the entrance gates to the Transfer Station and Landfill;
 - (c) staffing of Transfer Station Attendants office during all hours of operation;
 - (d) collection of tipping fees on behalf of the CCRD which will require collection of payment via cash, account, point of sale machine and the corresponding issuance of receipts;
 - (e) monthly remittance of cash and receipts to CCRD;
 - (f) operation of CCRD equipment including the packer truck, hook-lift bin truck, pick-up truck;
 - (g) transfer of waste from the Transfer Station to appropriate sites at the landfill;
 - (h) constructing and maintaining access roads and parking areas within the landfill and transfer station property;
 - (i) monitoring and checking incoming loads of waste and ensuring that Prohibited Wastes and Controlled Wastes are not placed in the Landfill;
 - (j) removal of recyclable materials such as automotive/marine batteries, tires, and scrap metal from the General Refuse, and transportation of same to designated on-site stockpile areas;

SCHEDULE A

SERVICES (Continued)

- (k) removal of clean wood waste from the waste stream and moving it to a designated clean wood waste storage area or burning it in accordance with the BC Open Burning Regulation on an as-needed basis;
- (l) transfer putrescible waste, construction & demolition waste, metals, wood waste, commercial cardboard from the Transfer Station Area to the Active Face and other designated areas at the landfill/transfer station site;
- (m) spreading, leveling and compacting of Refuse in accordance with the CCRD filling plan (pending) and *The Landfill Criteria for Municipal Solid Waste, 2nd Edition, British Columbia, BC Ministry of Environment; June 2016*. Wastes are to be spread in thin layers (0.6 m or less) on the active face and compacted. 5 passes of the compacting equipment over the wastes are usually sufficient to achieve adequate compaction.
- (n) receiving, handling and depositing of waste asbestos or asbestos-contain waste in the designated asbestos disposal area and in accordance with *The Landfill Criteria for Municipal Solid Waste, 2nd Edition, British Columbia, BC Ministry of Environment; June 2016*;
- (o) covering of the compacted waste with ADCS or 15cm of clean cover material deemed acceptable by the CCRD at the end of each working day;
- (p) development of landfill cells in accordance with Operational Certificate MR-4223 and the Filling Plan (pending);
- (q) excavating, transporting and applying daily cover on the active face as required;
- (r) excavating, transporting and applying intermediate cover on the top of each lift;
- (s) excavation, transportation, placement and compaction of soils to provide daily and intermediate cover to Cells, to construct embankments and to construct new roads;
- (t) monitor and maintain year-round operation of the electric bear exclusion fences at the Landfill and Transfer Station, including routine weed-eating/brush removal and debris/garbage removal along fence lines;
- (u) maintain drainage patterns and structures;
- (v) periodic clean-out of all run-off control ditches to maintain functionality;
- (w) snow removal operations, as necessary, on all roads and operational areas, including the transfer station and recycling areas;
- (x) litter control at the Site, at entrance gate; and along Thorsen Road approaching the site for 300 meters; and
- (y) other force account work as directed by the CCRD.

3. Work By Others

3.01 The CCRD will undertake the following work by its own forces or by Other Contractors:

- (a) operation of the recycling depot
- (b) maintenance of CCRD equipment and infrastructure;
- (c) installing perimeter fencing
- (d) making final rulings on acceptable and unacceptable wastes;
- (e) making final rulings on tipping fee charges;
- (f) establishing survey location and control points, surveying and periodic grade control;
- (g) compaction testing or earthworks and refuse density;
- (h) seeding;
- (i) provision of information signs at entrance to site;
- (j) provision of utilities for existing works and buildings; and
- (k) final cover construction and other major capital projects.

SCHEDULE A

SERVICES (Continued)

- 3.02 Notwithstanding the Contractor's responsibilities, the CCRD shall maintain overall authority for management and control of the Site. Nothing in this Contract grants the Contractor any interest in the Site, and the CCRD may, at its discretion, retain others to carry out work on and around the site.

4. Hours and Days of Operation

Disposal of Solid Waste will be allowed and the Site shall be open during the following times: 8:30 a.m. to 5:30 p.m. each Wednesday and Saturday for a total of two days per week, 52 weeks per year. In instances when an opening day falls upon a statutory holiday, provision will be made for a different opening day that week in lieu of the statutory holiday. This day will be agreed upon by the CCRD and Contractor a minimum of 30 days in advance of the statutory holiday in order to allow for notice to the public and scheduling of staff. Each day the Site is open, the Contractor shall remain at the Site a suitable period of time, after the closing of the Site to the public, in order to properly compact and cover the Solid Waste on the active face and ensure site safety.

5. Materials Accepted

- 5.01 All Solid Waste generated in and collected from the prescribed areas shall be accepted for disposal at the Transfer Station, except for the following prohibited items:
- (a) all liquid wastes;
 - (b) biomedical wastes;
 - (c) radioactive wastes;
 - (d) household generated cardboard (commercially generated cardboard is accepted in the clean wood waste bin);
 - (e) unless otherwise authorized in Operational Certificate MR-4223, hazardous waste, as defined in the Hazardous Waste Regulation and the B.C. Environmental Management Act;
 - (f) recyclables such as household cardboard; vehicle batteries, defined electronic waste, household paint, used oil/antifreeze and unused medication, as covered by specific provincial Product Stewardship programs;
 - (g) materials containing asbestos in concentrations greater than 0.5%, and contaminated soil or noxious weed/infested vegetation, except as accompanied by written authorization from the District;
 - (h) extra large items, such as campers, recreational vehicles and trailers, bunkhouse trailers or boats, except as accompanied by written authorization from the District;
 - (i) vehicle hulks, except as accompanied by written confirmation from a licensed vehicle inspection facility confirming removal of battery(s), tires and fluids.
 - (j) any other items so designated from time to time by the District as prohibited from entering the Site.

6. Transfer Station & Landfill Operation

- 6.01 The contractor will provide a Site Attendant during all hours of operation who is available to manage traffic flow and inspect incoming loads of waste. The Attendant will instruct the public on drop-off procedures, materials accepted, as well as recycling options.
- 6.02 The contractor will ensure the drop off area is maintained in good repair and in a litter-free, tidy condition.

SCHEDULE A

SERVICES (Continued)

- 6.03 The District shall be responsible for supplying at least four 3.8 cubic meter bins for the Drop Off Area plus directional signage, and the Contractor shall be responsible for maintaining both in good repair.
- 6.04 The District shall supply three 30 yard bins for collection of metals, clean wood/yard waste and construction/demolition debris.
- 6.05 At their discretion, the Contractor may direct commercial haulers of Landfill Waste to the toe of the Active Face rather than to the Drop Off Area.
- 6.06 The District may require the Contractor to empty 3.8 meter bins from commercial haulers into the compactor truck. The Contractor will track the number of bins emptied and invoice the hauler in accordance with the established rates and charges or in accordance with CCRD direction.
- 6.07 The Contractor shall be responsible for compacting and transporting the Landfill Waste from the Drop Off Area/Transfer Station to the Active Face. The bins shall be emptied as often as required so that they do not overflow.
- 6.08 The contractor shall be responsible for transporting, emptying and replacing the three 30 yard bins (metal, construction and demolition debris and wood waste/commercial cardboard). This must be done regularly to ensure the bins do not overflow. This must take place during non-operational hours.
- 6.09 From time to time the compactor truck will break down. In cases where repairs cannot be completed quickly, the contractor will empty the 30-yard wood waste bin and use this to collect regular garbage. If the bin needs to be emptied in the middle of an operational day, the CCRD Recycling Attendant will provide coverage at the Transfer Station for the Contractor's Transfer Station Attendant so they can go dump the 30-yard bin.
- 6.10 At the end of each operating day, the Contractor shall ensure that the contents of the bins are either (i) transferred to the compactor truck for storage; (ii) placed in the landfill; or (iii) retained in the bin and covered with a lid that will prevent scattering of the contents by birds or wind action.
- 6.11 The Contractor shall obtain Cover Material from areas of the Site as designated by the CCRD Representative. The CCRD shall retain responsibility for terracing of borrow pit areas to maintain the area in a safe manner.
- 6.12 From time to time, the CCRD will authorize the receipt of asbestos containing waste. The contractor will prepare a pit and immediately bury asbestos waste in accordance with *The Landfill Criteria for Municipal Solid Waste, 2nd Edition, British Columbia, BC Ministry of Environment; June 2016* and applicable WorkSafe BC procedures.
- 6.13 Given reasonable notice, the Contractor's Superintendent will make themselves available to meet with the CCRD's representative to review landfilling and transfer station operations.

7. Landfilling Method

- 7.01 The Landfill will be constructed primarily using a "Strip Method" as described in the *BC Landfill Criteria*. The CCRD is currently developing a filling plan which will guide future development of the landfill. In the interim, the CCRD Representative will guide the development of each additional cell.
- 7.02 A 150 mm thick daily cover layer shall be placed over compacted landfill waste at the end of each operating day. This cover shall extend from the previous day's cover to the top of the Active Face.

SCHEDULE A

SERVICES (Continued)

- 7.03 For daily spreading, covering and compaction of Refuse, the landfill equipment shall be capable of compacting the deposited material to a density of 700 kg/m³ or greater. The Contractor shall operate their landfill compactor for sufficient time, and in such a manner as is required to level and compact the deposited material to a minimum density of 700 kg/m³. Best operating practice recommends **three to five passes** on each track width over the waste.
- 7.04 The Waste to Cover Ratio shall be a minimum of 4.0:1 in terms of volume.
- 7.05 Placement of Waste material shall be controlled by spreading the Waste with Landfill equipment to establish compaction in layers not exceeding 300mm with each layer placed and compacted to achieve a maximum of 2.7 meters in height before applying an intermediate cover layer (300mm thick).
- 7.06 A 1000 to 1300 mm high berm should be constructed on the outer edge of each cell so that filling can proceed against an inclined berm at all times. The outer face of the berm shall have a finished grade of 3H:1V after cut back. The inner face of the berm should be at the natural angle of repose.
- 8. Recycling and Other Operations**
- 8.01 The Contractor will maintain the following designated areas separate from the Landfill Area for the receipt of materials as specified in Appendix C:
- (a) Burn pile
 - (b) Metal area for refrigerators, freezers, air conditioners and propane tanks
 - (c) Mixed Metal area for metals other than those identified in (ii) above
 - (d) Tire pile
 - (e) Automobile area
 - (f) Fishing net pile
 - (g) Concrete, Asphalt area
- 8.02 The Contractor will maintain the Free Store/Share Shed by cleaning it out on a weekly basis and disposing of stagnant items. The contractor may place a CCRD 4 yard bin beside the Share Shed to assist with disposal of items.
- 8.03 The Contractor will provide the public with education and assistance to ensure that only the appropriate materials as specified in Appendix C are disposed of in the designated bins or areas.
- 8.04 The Contractor will encourage the public to use the recycling facility on a regular basis.
- 8.05 Refrigerators, freezers, air conditioners and propane tanks shall be maintained in a designated area in an upright position pending removal of fluids and valves.
- 8.06 Those waste materials destined for the burn pile as specified in Appendix C shall be burned on a regular basis (except as prohibited by fire season) in a safe manner and in accordance with the Operational Certificate.
- 8.07 The contractor will compact and stack the metal pile in a way that maximizes the storage capacity of the designated area.
- 8.08 The Contractor will keep incoming tires piled in the designated area and maintain a separate pile for tires that have rims.
- 8.09 Only tires that have been removed from their rims and automobile hulks that have been evacuated of battery, tires and fluids will be accepted in the areas designated for these items. Vehicles must be accompanied by written confirmation from a licenced vehicle inspection facility confirming that the vehicle has been emptied of all fluids, batteries and tires.

SCHEDULE A

SERVICES (Continued)

8.10 Fishing nets will be maintained in a compact pile and, if necessary, covered with tarps or other material to avoid scattering by or danger to birds.

9. Collection of User Fees

9.01 The Contractor shall be responsible for collection of landfill tipping fees on behalf of the CCRD in accordance with the fee schedule in Appendix D. The contractor will operate and maintain a Point of Sale machine owned by the CCRD for receipt of payment and will also collect cash and issue receipts as required. Cash will be stored off site by the contractor and a schedule will be arranged with the CCRD finance staff to regularly drop off cash and receipts at the CCRD office. CCRD staff reserve the right to collect payment from landfill users should a situation arise where the contractor is busy with other duties and unable to collect fees, or for any other reason.

10. Wildlife Control and Electric Bear Exclusion Fence

10.01 The Contractor is responsible to prevent the attraction of birds and wildlife by using good housekeeping procedures, including ensuring adequate daily cover of the Active Face of the landfill. Any dead wildlife found on the Site shall be reported to the B.C. Conservation Service and disposed of in accordance with their directions.

10.02 The Contractor shall be responsible for monitoring and maintaining operation of the electric bear exclusion fence, which, under the Operational Certificate, is required to be in operation year-round.

(a)

The entire perimeter of the electric fencing shall be inspected at least once every seven days and the voltage of the fencing measured at several points along the fencing and at each gate using a proper electric fence voltmeter compatible with the brand of the fence charging unit. Any fence strands above the snow level shall be energized. Any results less than the minimum 6,000 volts or any problems which affect operation of the fence shall be immediately investigated and corrected. In addition, the Director shall be notified as per section 2.1 in the event that the voltage is not maintained above 6,000 volts.

In cases of low voltage or signs of penetration attempts, inspections shall be increased from once per week to once per day until proper voltage is fully restored or until there are no new signs of penetration attempts, respectively.

- (b) The voltage of the fencing shall be measured each operating day at several points along the fencing using a proper electric fence voltmeter matched to the brand of the fence charging unit as provided by the District.
- (c) Any results less than the minimum required 6,000 volts shall be immediately investigated for the cause of the low voltage (e.g., low battery, litter, snow, vegetation, loose or crossed wires, broken insulators, breaks in the grounding system). The Contractor shall immediately inform the District of the malfunction and take immediate corrective actions to restore proper voltage. CCRD shall provide parts/materials as required.
- (d) All vegetation and grasses growing through the anti-excavation wire mesh on the ground outside the electric fence shall be regularly cut and kept very short in order to reduce interference with the operation of the electric bear exclusion fence.

10.03 The Contractor shall maintain an Electric Bear Exclusion Fence Monitoring Log in the form provided by the District and shall enter into the Log notations on all inspections and voltage testing, recording the voltage range of the fence, any malfunctions and corrective measures taken, and any evidence of bear

SCHEDULE A

SERVICES (Continued)

activity in the vicinity of the fencing. A copy of the Monitoring Log will be made available to the District upon request.

10.04 Any attempts to penetrate the electric fence by bears shall be immediately reported to the District.

11. Reporting

11.01 The contractor will submit cash collected and copies of all invoices and financial information related to collection of tipping fees within 5 business days of each month-end. The contractor will complete the settlement function on the CCRD owned point of sale machine on a weekly basis.

11.02 From time to time, the CCRD Representative may request information pertaining to the operation of Thorsen Creek Waste and Recycling Centre to assist the District in the preparation of financial and annual or other reports as required.

12. Personnel

12.01 The Contractor shall ensure that sufficient and properly trained personnel are available on site during operating hours and who, in the absence of the Contractor, possess sufficient skills, qualifications and experience to operate the Equipment and carry out the full scope of the daily Work as required.

12.02 Wages and hours of labour employed shall be in accordance with Federal, Provincial or Territorial enactments.

12.03 The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Work Site any unfit person or anyone not skilled in the Work assigned to him. Any persons employed on the Work Site, who become intoxicated, intemperate, disorderly, incompetent or wilfully negligent, shall, at the written request of the CCRD, be removed from the work Site and shall not be employed again in any portion of the Work without the approval of the CCRD.

12.04 The Contractor will designate a Superintendent.

13. Superintendence

13.01 The Contractor shall employ a competent superintendent and/or necessary assistants who shall be in attendance at the Work Sites at all times while Work is being performed.

13.02 In the interest of supplying the CCRD and public with consistent and reliable service, the Contractor superintendent must live within one-hour drive of TCWRC and be available to be on Site during any given operating day, unless otherwise authorized by the CCRD. The superintendent or designate must be available to respond in a timely manner to any emergency event at the landfill/transfer station and operate equipment as needed to deal with an emergency.

14. Equipment

14.01 Except as specified herein, the Contractor shall provide all other Equipment required for the execution of the Work.

14.02 The Contractor shall provide the following set of equipment, at minimum, which shall be available on Site during days of operation:

- (a) A tracked excavator with a weight classification of at least 25 tonnes and equipped with a digging bucket, clean up bucket and hydraulic thumb; a front-end wheel loader with bucket, a dump truck capable of moving cover material and metals and snow removal equipment; OR

SCHEDULE A

SERVICES (Continued)

- (b) A tracked excavator with a weight classification of at least 25 tonnes and equipped with a digging bucket, clean up bucket and hydraulic thumb and a combination of equipment capable of achieving compaction of waste, transport/spreading of cover material, burning or wood and cardboard piles, organization/mounding of metal pile and snow removal.
- 14.03 The equipment provided by the Contractor shall be capable of performing the following tasks:
- (a) spreading and compacting waste;
 - (b) excavation for berm and cover materials;
 - (c) hauling excavated materials to points of use;
 - (d) compaction of earth fills and roadways;
 - (e) construction and grading of access roads;
 - (f) face berm construction;
 - (g) fire control;
 - (h) road and ditch maintenance;
 - (i) snow removal;
 - (j) compacting and loading scrap metal; and
 - (k) moving large components of the waste stream, such as timbers, vehicle hulks and other large materials to designated areas of the site.
- 14.04 The District agrees to allow the Contractor to store Equipment required to perform the Work at the Site during non-operating days and hours, but accepts no responsibility for damage or vandalism.
- 14.05 The District shall provide to the Contractor for day to day use the following Equipment:
- (a) one front end loading garbage trucks which shall be used to load, compact and transport Landfill Waste from the Drop Off Area to the Active Face;
 - (b) one hook lift truck which shall be used to transport 30-yard bins from the transfer station to the appropriate area in the landfill.
- 14.05 The Contractor will ensure their employees are trained on the safe use of CCRD equipment. Both heavy trucks utilize air brakes and operators must be competent in their operation. The vehicles are unlicensed and are only to be utilized off highway.
- 14.06 The District shall provide and pay for all maintenance and repairs to District owned equipment.
- 14.07 The Contractor shall supply all fuel required to operate the front-loading compactor garbage truck and the hook-lift truck during the course of the contract. The District shall provide gasoline for the pick-up truck on site which is used by both the CCRD's Recycling Depot Attendant and the Contractor's Attendant.
- 14.08 The Contractor is responsible for checking oil levels and hydraulic fluid levels and will immediately notify the District of any maintenance or safety issues that arise with District owned equipment that is being utilized by the Contractor to carry out work under the terms of this contract. The district will provide oil and hydraulic fluid for District owned equipment for the purpose of routine top-ups and the Contractor will undertake this basic maintenance work.
- 14.09 From time to time the District will undertake to have the compactor truck pressure washed.

SCHEDULE A

SERVICES (Continued)

15. Site and Facilities Maintenance

- 15.01 The District will provide the following facilities: Transfer Station Area, and Site Attendant's Office. The following conditions shall apply:
- (a) The Contractor shall be responsible for maintaining the Site Attendant's Office in a neat and sanitary condition.
 - (b) The Contractor shall be responsible for day-to-day maintenance, including: change of light bulbs, maintenance of sanitary facilities, and repair of any damage that is caused by the Contractor or those employed by him, or due to negligence by the Contractor.
 - (c) Major maintenance, including roof repairs, fence repairs and painting, shall be carried out as directed by the CCRD Representative and shall be at the expense of the District.
 - (d) The Contractor shall be responsible for the supply of potable water for the Site Attendant's Office as required.
 - (e) The Contractor shall not construct any buildings, structures or improvements without prior approval of the District.
- 15.02 The Contractor shall be responsible for the maintenance of all active roads and parking areas within Transfer Station and Landfill sites. Maintenance shall include snow removal, grading, graveling, salting and sanding as required.
- 15.03 Drainage ditches and surface water controls shall be developed and maintained as specified in consultation with the District.
- 15.04 The Contractor shall install and maintain such barricades and directional signs as provided by the District including, but not limited to, information signs at the entrance to the Site; signs directing traffic to the Drop Off Area and the Recycling Facility and Areas; and internal signs identifying specific Solid Waste/recycling disposal areas.

16. Litter Control

- 16.01 **On a monthly basis, the Contractor must allocate and carry out a minimum of 8 hours of labour** devoted to pick-up of wind-blown plastic bags and other Solid Waste along both sides of Thorsen Road within 300m of the front gate and within the TCWRC Transfer Station Site and along the faces of the landfill. This 8 hours of labour per month is **considered to be over and above** time required to carry out works listed in sections 16.02 and 16.03.
- 16.02 At the beginning of each day the Site is open to the public, the Contractor shall conduct a general Site inspection and remove any Solid Waste that has been deposited at or near the gate since the last operational day.
- 16.03 Prior to leaving the Site at the end of each operating day, the Contractor shall conduct an inspection of the Drop Off Area and the area around the Site Attendant's Office to ensure that all Solid Waste and litter is removed from the ground and disposed of in its proper location.

SCHEDULE A

SERVICES (Continued)

17. Fire Control

- 17.01 The Contractor shall perform all work in a fire-safe manner. He shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain at the Site adequate and proper fire-fighting equipment.
- 17.02 The Contractor shall be responsible for protecting the Site from fire, as well as preventing the spread of fire to adjacent properties should a fire occur at the Site.
- 17.03 The Contractor shall, in the event of fire at the Site, operate their equipment to control and extinguish the fire, and call upon the fire department to respond.

18. Safety Program

- 18.01 The Thorsen Creek Waste and Recycling Centre is a multi-employer work site and governed by WorkSafe BC's Occupational Health and Safety Regulations and Policies. The Contractor will assume the Prime Contractor role for the site.
- 18.02 The Contractor is advised that the Work is being performed in and adjacent to buried waste and refuse. During normal operations, the potential exists to puncture containers that could become explosive, release pockets of landfill gas under pressure, release fluids that could be contaminated, create surface subsidence by shifting refuse, and other types of hazards. Exposure to decaying waste is possible during this work. Exposure may also include possible contact with leachate, asbestos, inhalation of landfill gas, explosion, pathogenic bacteria, and others.
- 18.03 The Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive safety program that will effectively incorporate and implement all required safety precautions. The program shall, as a minimum, respond fully to the requirements of all applicable laws, ordinances, rules, regulations and orders and general operations practices for the safety of persons or property, including without limitation any general safety rules and regulations of the CCRD and any Workers' Compensation or Occupational Health and Safety legislation or regulations that may be applicable (e.g. WHMIS).
- 18.04 The Contractor shall inform all workers, sub-trades and their workers, and the public attending the job Site through the course of the Work of the potential for the presence of methane, landfill gases, and other potentially hazardous waste and the importance of safety precautions to ensure the safety of all workers and the public.
- 18.05 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property, (including CCRD staff, employees, sub-trades and the public) on the Landfill property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, provincial, and regional laws, Owner's policies and procedures developed for the Landfill, ordinances, codes, and regulations. Where any of these are in conflict the more stringent shall be followed.
- 18.06 The Contractor shall arrange regular safety meetings at their expense. Such meetings shall occur no less frequently than Monthly. The Contractor shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities. The CCRD shall be invited to send a designate to TCWRC Safety Meetings. The Contractor shall send a designate to any CCRD Safety Meetings as required.
- 18.07 The Contractor shall supply and maintain, at their own expense, at their office or other well-known place at the Site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities.

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SERVICES (Continued)

19. Security

- 1.01 TCWRC is in an isolated location and the Contractor shall take reasonable measures to ensure that vandalism is deterred.
- (a) The Contractor shall be responsible for the unlocking and locking of the entry gate at the beginning and end of each day's operation and will not issue any gate or District Equipment keys to any third party unless authorized to do so by the District.
 - (b) The Contractor is responsible for securing the Site Attendant's Office and all District Equipment at the end of each day's operation.
 - (c) No scavenging is permitted on the Site.
 - (d) The Contractor shall report to the District any acts of vandalism or other criminal activities occurring at the Landfill Site and assist with any CCRD and/or RCMP investigation of such acts.

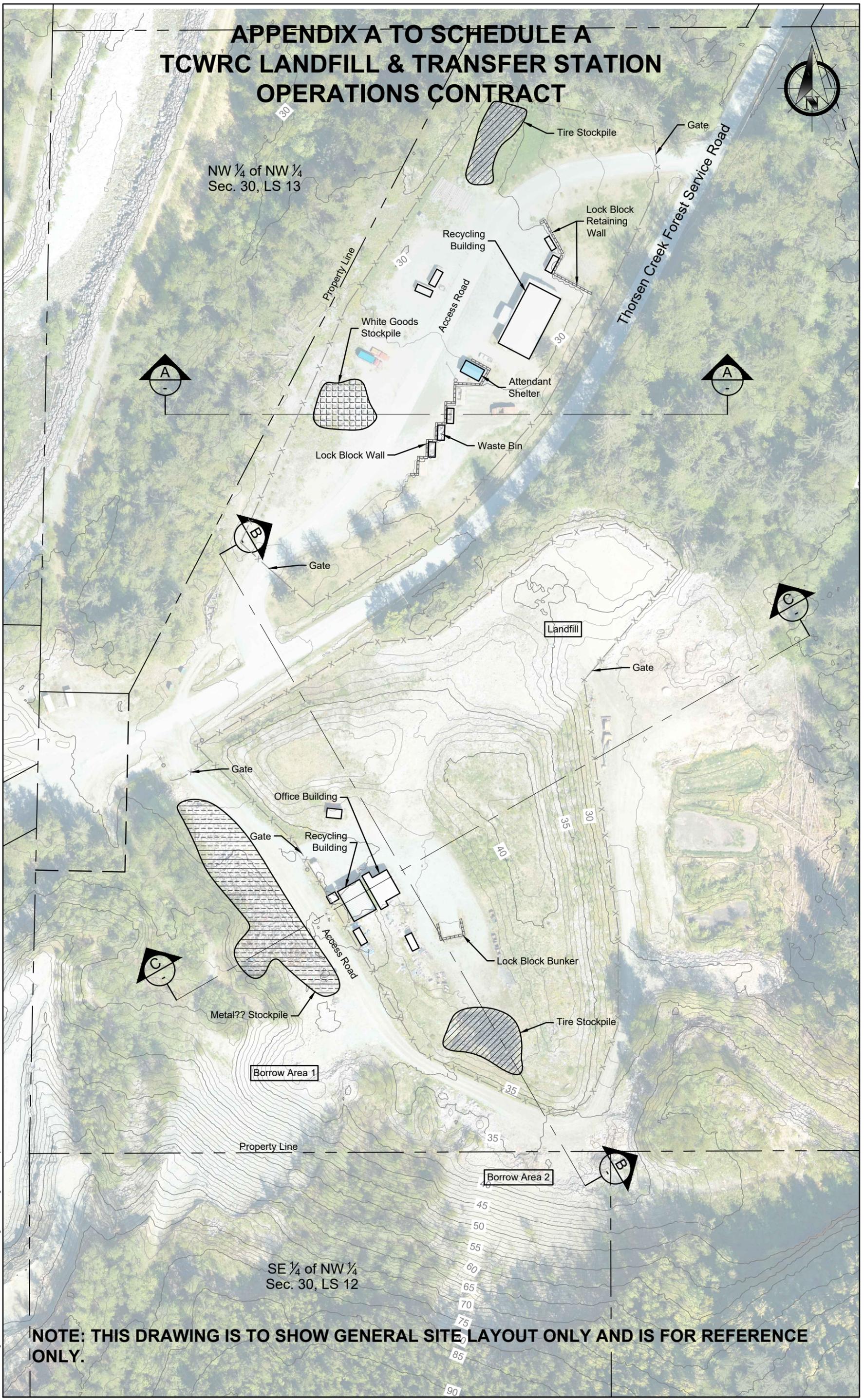
20. Public Relations

- 20.01 The Contractor acknowledges that its employees, agents and Sub-Contractors will be dealing with the public in the execution of this Contract and that the District requires and expects that all persons under the control of the Contractor will conduct themselves in a courteous and respectful manner conducive to good public relations.
- 20.02 The District may request that the Contractor remove and replace any person who does not maintain a professional standard of conduct. Unacceptable conduct includes, but is not limited to, use of foul language, disorderly conduct, neglect of duty and failure to act in accordance with the Operational Specifications or expressed solid waste management and recycling objectives of the District.

21. Appendices to Schedule A - Operation Specifications:

- Appendix A - Landfill Site Plan
- Appendix B - Operating Certificate MR 4223
- Appendix C - Solid Waste Disposal Areas
- Appendix D - User Fee Schedule

APPENDIX A TO SCHEDULE A TCWRC LANDFILL & TRANSFER STATION OPERATIONS CONTRACT



NOTE: THIS DRAWING IS TO SHOW GENERAL SITE LAYOUT ONLY AND IS FOR REFERENCE ONLY.

D:\2020\2700 - CCRD Landfill Planning\09_CAD\09_Sketches\20200927 - Existing Contours.dwg Plotted by Warren Pare

**Operational Certificate
MR-4223**

*Under the Provisions of the Environmental Management Act and in Accordance with the
Approved Central Coast Regional District Solid Waste Management Plan*

**Central Coast Regional District
P.O. Box 186
Bella Coola BC V0T 1C0**

is authorised to discharge refuse to land and air contaminants to air from municipal solid waste sources located near Bella Coola, British Columbia, subject to the conditions listed below. Contravention of any of these conditions is a violation of the *Environmental Management Act* and may result in prosecution.

The issuance of this Operational Certificate supersedes all previous versions of Permit PR-4223 issued the *Environmental Management Act*.

1. AUTHORISED DISCHARGES

1.1. This subsection applies to the discharge of municipal solid waste from the Bella Coola Valley and surrounding area to land. The site reference number for this discharge is E210037.

1.1.1. Rate of Discharge

The maximum authorised rate of discharge is 1,300 tonnes/yr.

1.1.2. Characteristics of the Discharge

The refuse shall be typical municipal solid waste. Hazardous Waste shall be excluded from the landfill except waste asbestos, hydrocarbon contaminated soils, and household hazardous waste.

The disposal of waste asbestos in compliance with the Hazardous Waste Regulation is authorised at the landfill.

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The management of hydrocarbon contaminated soils, in compliance with the Contaminated Sites Regulation is authorised in an area of the landfill approved by the Director. Hydrocarbon contaminated soils meeting the "Industrial" standard of the Contaminated Sites Regulation may be used as intermediate cover.

1.1.3. Authorised Works

The authorised works are a landfill, surface drainage diversion works and related appurtenances approximately located as shown on the attached Site Plan.

1.1.4. Location of the Point of Discharge

The location of the point of discharge is unsurveyed portion of the NW ¼ of Section 30, Township 1, Range 3, Coast District, approximately as shown on the Site Plan

- 1.2. This subsection applies to the discharge of air contaminants from regulated open burning of cardboard and wood residue from municipal sources.

1.2.1. Rate of Discharge

The maximum cumulative number of days during which air contaminants may be released shall not exceed 150 days per year. The maximum authorised quantity of waste that may be burned is 400 tonnes/year.

1.2.2. Characteristics of the Discharge

The characteristics of the discharge shall be typical of open burning of cardboard and wood residue conducted under well controlled conditions.

1.2.3. Location of the Point of Discharge

The location of the point of discharge is the same as described in Section 1.1.4.

2. GENERAL REQUIREMENTS

2.1. Maintenance of Works and Emergency Procedures

The Operational Certificate Holder shall inspect the authorized works regularly and maintain them in good working order. In the event of an emergency or condition beyond the control of the Operational Certificate Holder which prevents effective operation of the approved method of pollution

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control, the Operational Certificate Holder shall immediately take appropriate remedial action and shall notify the Director or an Officer designated by the Director:

2.1.1. by telephone if the condition occurs between the hours of 08:00 and 16:30, Monday to Friday on normal working days; and

2.1.2. by facsimile transmission if the condition occurs at any other time.

All such reports must be received within 24 hours of the detection of the occurrence.

In addition, emergencies involving major effluent discharges that could affect public health and spills subject to the requirements of the Spill Reporting Regulation, shall be immediately reported to the Provincial Emergency Program at 1-800-663-3456.

2.2. Process Modifications

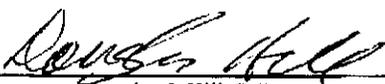
The Operational Certificate Holder shall have written approval from the Director prior to implementing changes to the authorised works that may result in discharges exceeding the characteristics authorised under this Operational Certificate.

2.3. Site Access

The Operational Certificate Holder shall control access to the site. An attendant shall be on duty on all days that the facility is open. The gate to the site shall stay locked on non-operational days. The Operational Certificate Holder may allow access to the site on non-operational days to selected individuals to deposit refuse which is not attractive to bears. Food waste or waste contaminated by food shall not be deposited on non-operational days. The applicants for extra access privileges shall be required to return any keys upon request, and shall be instructed not to make duplicate keys. After hours discharge of putrescible waste is prohibited.

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2.4. Landfill Operation

- 2.4.1. The Operational Certificate Holder shall develop the landfill in a strip shaped cell pattern. The width of each strip cell shall not exceed 6 metres and the height shall not exceed 2 metres.
- 2.4.2. Refuse placed in the active putrescible waste cell shall be compacted at the end of each operating day. The top surface and the working face of the active putrescible waste cell shall be covered with a minimum of 15 cm of clean fill no less than once per week. Suitable alternatives to cover material on the surface of the working face may be used if approved by the Director
- 2.4.3. Final cover of the landfill surface shall be with a layer of compacted soil no less than 1 metre deep plus a minimum of 0.15 metres of topsoil with appropriate vegetation established. The final surface of the landfill shall be crowned to promote runoff of surface waters and to prevent ponding
- 2.4.4. Provision of surface water diversion works and site restoration as required, shall be carried out to the satisfaction of the Director.
- 2.4.5. Vegetation shall be removed from the surface of the entire site annually.

2.5. Litter Control

The Operational Certificate Holder shall control refuse scattered in the neighboring forested area, along the roads and trails accessing the site, in the drainage ditches, and within the site area. A thorough pick up of scattered litter shall be conducted at least twice per year around the site.

2.6. Segregation of Recyclable Materials

The Operational Certificate Holder shall segregate large recyclable wastes, such as large metallic waste and rubber tires of rim size less than or equal to 16 inches, in a separate area of the site for recycling. Lead acid batteries shall not be accepted for disposal or storage at the site unless authorized by the Director.

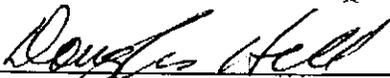
2.7. Electric Fencing

2.7.1. Bear Proof Containment of Putrescibles

All putrescible wastes that arrive at the landfill facility must be immediately contained within a bear proof bin or within a compound enclosed by an electric fence. Metals and tires stockpiled for recycling,

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wood residue and clean cardboard stockpiled for incineration are not considered putrescible for the purposes of this Operational Certificate.

2.7.2. Electric Fence Design, Construction and Maintenance

Electric fencing at the landfill site shall be designed, constructed, and maintained such that bears are prevented from penetrating the fencing at all times throughout the Period of Operation.

2.7.3. Period of Operation

Electric fencing shall be fully operational during the period of March 1st to December 15th inclusive each year. If snow is present during this period, any electrified strands above the snow line shall be isolated from the remainder of the system and energized. The Operational Certificate Holder shall not vary the operating period without prior written authorization from the Director.

2.7.4. Minimum Voltage

Electric fencing shall be operated with a minimum voltage of 6,000 volts.

2.7.5. Gate Operation

Any access through the electric fencing for vehicles, equipment and personnel shall consist of an electrified gate system that is closed during non-operating hours. The gate system shall be electrified to a minimum voltage of 6,000 volts at all times except when being opened or closed. Any gate that is open during operating hours shall be monitored for bear activity during hours of operation

2.7.6. Fence Inspections

The entire perimeter of the electric fencing shall be inspected at least once every seven days and the voltage of the fencing measured at several points along the fencing and at each gate using a proper electric fence voltmeter compatible with the brand of the fence charging unit. Any results less than the minimum 6,000 volts or any problems which affect operation of the fence shall be immediately investigated and corrected. In addition, the Director shall be notified as per section 2.1 in the event that the voltage is not maintained above 6,000 volts.

In cases of low voltage or signs of penetration attempts, inspections shall be increased from once per week to once per day until proper voltage is

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3. MONITORING AND REPORTING REQUIREMENTS

3.1. Water Sampling and Analysis

The Operational Certificate Holder shall collect grab samples from the locations and at the frequencies listed in Table 1 of this Operational Certificate and have the samples analyzed for the parameters listed in Table 2 of this Operational Certificate. The minimum detection limit for analysis shall be as shown in Table 2 of this Operational Certificate.

3.2. Sampling Procedure

At sites where sampling is required, the Operational Certificate Holder shall install a suitable sampling facility and obtain samples in accordance with procedures described in "British Columbia Field Sampling Manual for Continuous Monitoring Plus the Collection of Air, Air-Emission, Water, Wastewater, Soil, Sediment, and Biological Samples," November, 1996, or by suitable alternative procedures as authorized by the Director. Proper care should be taken in sampling, storing and transporting the samples to adequately control temperature and avoid contamination, breakage, etc.

Copies of the above mentioned manual are available from the Queen's Printer Publication Centre, P.O. Box 9452, Stn. Prov. Govt, Victoria, British Columbia, V8W 9V7 (1-800-663-6105 or (250) 387-6409), and also available for inspection at all Environmental Protection Program Offices.

3.3. Analytical Procedures

Analyses are to be carried out in accordance with procedures described in the most recent version of the "British Columbia Environmental Laboratory Manual: - For the Analysis of Water, Wastewater, Sediment, Biological Materials and Discrete Ambient Air Samples," or by suitable alternative procedures as authorized by the Director.

A copy of the above manual may be purchased from Queen's Printer Publications Centre, P.O. Box 9452, Stn. Prov. Govt, Victoria, British Columbia, V8W 9V7 (1-800-663-6105 or (250) 387-6409). A copy of the manual is also available for inspection at all Environmental Protection Program Offices.

3.4. Quality Assurance

Analysis of samples for parameters designated under the Environmental Data Quality Assurance Regulation shall be at a laboratory registered for the designated

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parameter under the Regulation. In addition, the Operational Certificate Holder shall participate in quality assurance audits as required by the Regulation.

3.5. Reporting

The Operational Certificate Holder shall report the results of the previous years' sampling and quality assurance program to the Director by no later than January 31 of each year.

TABLE 1 - Monitoring Sites and Frequencies

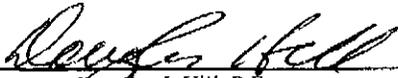
Site Code	Site Name	Water Quality Sample Frequency
E239642	Noohalk Creek upstream of highway 20	field parameters only: once in late winter all parameters: once in early summer
E245136	Noohalk Creek upstream of landfill	field parameters only: once in late winter all parameters: once in early summer

TABLE 2 - Water Quality Parameters

Parameter	Sites	MDL
field pH	all	0.1 pH units
field temperature	all	0.1 °C
field conductivity	all	1 µS/cm
alkalinity	all	1 mg/L
chloride	all	1 mg/L
sulphate	all	1 mg/L
nitrate plus nitrite - N	all	0.005 mg/L
ortho-phosphorus	all	0.005 mg/L
hardness	all	1 mg/L
dissolved calcium	all	0.1 mg/L
dissolved iron	all	0.05 mg/L
dissolved magnesium	all	0.1 mg/L
dissolved manganese	all	0.001 mg/L
dissolved sodium	all	0.01 mg/L

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Appendix C

Solid Waste Disposal Areas - Thorsen Creek Waste and Recycling Centre

Designated Disposal Areas	Items Allowed Free of Charge	Items Allowed Subject to User Fees
TRANSFER STATION AREA	<ul style="list-style-type: none"> • Residential Consumer and Commercial Operational Waste • Cardboard Generated from Commercial Operations 	<ul style="list-style-type: none"> • Construction & Demolition Debris • Metals • Appliances • Clean Wood Waste • Furniture • Mattresses • Upholstered and/or Plastic Furniture • Insulation • Asphalt Shingles • Gypsum
LANDFILL & ACTIVE FACE	<ul style="list-style-type: none"> • Fish Waste and Carcasses • Bagged Household/Commercial Waste from Commercial Waste Hauler 	<ul style="list-style-type: none"> • Other items as specifically authorized by CCRD, including: <ul style="list-style-type: none"> ▪ Asbestos ▪ Contaminated Soil ▪ Noxious Weed/Infested Vegetation • Fishing Nets (Separate Pile)
RECYCLING DEPOT	<ul style="list-style-type: none"> • Residential Printed Paper • Residential Cardboard • Residential Packaging • Electronics • Small Appliances • Household Batteries • Fluorescent Light Tubes • Reusable (Free Store) Items 	
FREE STORE	<ul style="list-style-type: none"> • Reusable Items 	
METAL AREA – separate pile		<ul style="list-style-type: none"> • Automobiles (Evacuated) • Large Metal Items
TIRE AREA	<ul style="list-style-type: none"> • Tires without rims, except off-road and industrial tires 	<ul style="list-style-type: none"> • Off-road and industrial tires (such as from loaders and skidders) • Tires With Rims
CONCRETE, ASPHALT		<ul style="list-style-type: none"> • Concrete. Asphalt

THE FOLLOWING ITEMS ARE PROHIBITED FROM ENTERING LANDFILL:

Liquid Wastes (Except Cooking Oil); Hazardous Wastes; Pool Chemicals; Biomedical or Radioactive Wastes; Special Wastes; Explosives; Most Electronic Waste and Small Appliances; Household Paint, Used Oil/Antifreeze and Unused Medications

Appendix D

User Fee Schedule – Thorsen Creek Waste and Recycling Centre

Rates and User Fees chargeable for the disposal of Solid Waste other than Residential Consumer, Commercial Operational and designated Recyclable Commodity waste items. All Solid Waste is to be sorted prior to deposit.

- | | | |
|------------------------|---|--|
| <u>Sort Categories</u> | 1) Landfill
2) Burn Pile
3) Metal Area (separated)
4) Metal Area (mixed) | 5) Tire Pile
6) Fishing Net Pile
7) Automobile Area
8) concrete, Asphalt Area |
|------------------------|---|--|

A One Item, /Small Load	B Half Load	C Full Load	D Mid-Size Load	E Large Load	F Oversize Load	G Other
\$5.00	\$13.00	\$25.00	\$50.00	\$75.00	\$175.00	To be determined

A	Single item or Small Load	Equivalent to 1/4 pick-up truck load
B	Half Load	Equivalent to 1/2 pick-up truck load
C	Full Load	Equivalent to full pick-up truck load
D	Mid-Size Load	Equivalent to 1-3 Ton single axle truck (incl. 8 ft. flatbed)
E	Large Load	Equivalent to 3-5 ton single axle truck (incl. 12 ft. flatbed)
F	Oversize Load	Equivalent to tandem axle gravel trucks, low-beds
G	Other	Subject to determination by CCRD

Pick-up Truck defined as 1/2 Ton or 3/4 Ton.

Utility trailer sizes shall be based on 1/2 or 3/4 Ton pick-up truck.

Trailers attached to larger trucks to be based and priced according to that truck's size.

Any vehicle or utility trailer with extensions on the box shall be charged the next highest rate.

Non-Residential Consumer, Commercial Operational Waste and non-designated Recyclable Commodities shall mean and include: Refrigerators, Freezers, Air Conditioners and other Household Appliances; Propane Tanks; Mattresses; Upholstered, Treated Wood and Plastic Furniture; Automobiles and Automobile Parts; Wood Waste; Construction/Demolition Waste; Land Clearing/Yard Waste; Mixed Metals (including wheelbarrows, cables, fans, tire rims etc.); Off-Road and Industrial Tires; Insulation; Gypsum; Concrete and Asphalt; and Fishing Nets.

The following items require written authorization and prepayment at CCRD prior to their entry to Thorsen Creek Waste and Recycling Centre: Asbestos; Contaminated Soil; Noxious Weed/ Infested Vegetation; and Extra Large Items, such as bunkhouses or boats.

The following items are prohibited and not accepted at Thorsen Creek Waste and Recycling Centre: Liquid Wastes; Biomedical or Radioactive Wastes; Special Wastes; Vehicle Batteries; defined Electronic Waste; Household Paint; Used Oil and Unused Medications.



Central Coast
Regional District

Schedule B – Contract Payment

File: CCRD/PW2021-01

Attachment to the Agreement with **Insert Contractor** for **SUPPLY OF LABOUR, EQUIPMENT AND MATERIALS REQUIRED FOR THE OPERATION OF THORSEN CREEK WASTE AND RECYCLING CENTRE.**

1. FEES

1.01 Your fees (**exclusive of GST**) will be based on a rate in attached table;

ITEM NO	DESCRIPTION OF WORKS /SERVICES	AGREED RATE/PRICE (GST EXCLUDED)
1.	Monthly fee for operation of TCWRC as per this agreement	\$XXXX.XX / month
2.	Deduction from monthly fee paid to contractor for days where contractor fails to show up on an operational day.	Pro-rated amount
3.	Force Account Rate – Insert Machine – all found price	\$XXX.XX / hour
4.	Force Account Rate – Insert Machine -all found price	\$XXX.XX / hour
5.	Force Account Rate – Insert Machine – all found price	\$XXX.XX / hour
6.	Force Account Rate – Superintendent – all found price	\$ XX.XX / hour
7.	Force Account Rate – Transfer Station Attendant – all found price	\$ XX.XX / hour
8.	Authorized supplies and expenses – Material costs/expenses on individual items valued at more than \$100 to be substantiated with copies of receipts . Cost is deemed to be the net pre-tax amount.	At cost

1.02 In no event will the aggregate fees paid annually under this agreement exceed \$_____.00

2. EXPENSES

Authorized expenses will be paid at cost (net of GST). **Expenses for items valued at more than \$100.00 are to be substantiated with copies of receipts attached to the contractor invoice.**

2.01 See item 6 of the table attached in section 1.01 under Fees

3. SUBMISSION OF STATEMENT OF ACCOUNT

3.01 In order to obtain payment for any fees (and any applicable GST/PST) and, where applicable, expenses (net of GST if contractor is registered) under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us **monthly, or upon completion of the project.**

3.02 The Statement of Account(s) must show the following:

- (a) your legal name, address, the date and the period of time which the invoice applies (“Billing Period”), the contract number, and a statement number for identification;

SCHEDULE B

CONTRACT PAYMENT

- (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, including a declaration that the Services have been completed;
 - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached; and
 - (d) the calculation of any applicable GST/PST tax payable by the CCRD in relation to the Services provided under this Agreement and for the Billing Period as separate line items;
 - (e) your GST/PST registration numbers, and
 - (f) any other billing information reasonably requested by us.
- 3.03 Within thirty-one days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 3.04 Invoices are to be submitted to:

**Central Coast Regional District
PO Box 186, 626 Cliff St.
Bella Coola BC V0T 1C0**



Schedule C – Insurance Requirements

File: CCRD/PW2021-01

Attachment to the Agreement with **Insert Contractor** for **Supply of labour, equipment and materials required for the operation of Thorsen Creek Waste and Recycling Centre.**

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 9 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.

All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.

- | | | |
|---|--|--|
| a) Commercial General Liability | <input type="checkbox"/> Not Required | <input checked="" type="checkbox"/> Required |
| b) Automobile Liability | <input type="checkbox"/> Not Required | <input checked="" type="checkbox"/> Required |
| c) Professional Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| d) Aviation Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| e) Watercraft Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| f) Property Insurance | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| g) All-risk Property Insurance | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| h) Motor Truck Cargo Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| i) Employee Dishonesty Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |

2. Under this agreement, the contractor will provide and maintain WorkSafeBC coverage over the duration of this contract.
3. Insurance shall be placed with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the CCRD. If the CCRD requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the CCRD.
4. Notwithstanding Paragraph 4, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the CCRD Representative evidence of insurance coverage in the form of a completed Certificate of Insurance. When requested by the CCRD, the Contractor shall provide certified copies of required insurance policies.
5. ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 shall be used as satisfactory evidence of Automobile Liability Insurance.
6. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the CCRD. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the CCRD.
7. Failure to provide the required insurance documentation shall result in termination of this Agreement.
8. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the CCRD evidence of insurance renewal in the form of a completed Certificate of Insurance and ICBC's Form APV 47, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.

SCHEDULE C - INSURANCE REQUIREMENTS

- 9. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 9.
- 10. The following forms of insurance and specified minimum limits are required:

a) Commercial General Liability

N/A

Commercial General Liability insurance in an amount not less than \$5 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner’s and Contractor’s Protective Liability;
- iii) Contingent Employer’s Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;

and where such further risk exists:

- x) Forest Fire Fighting Expense Coverage in the amount of:
 - \$1 million
 - \$500,000
 - Not applicable
- xi) Sudden and Accidental Pollution endorsement on the Commercial General liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor’s performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the CCRD as an additional insured.
 - \$250,000
 - \$500,000
 - \$1 million
 - Not applicable

b) Automobile Liability

Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2 million inclusive per occurrence.

c) Professional Errors and Omissions Liability

N/A

Aviation Liability

N/A

d) Watercraft Liability

SCHEDULE C - INSURANCE REQUIREMENTS

N/A

Watercraft liability insurance on all watercraft operated or used in the performance of the Services by the Contractor (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act*.

Such insurance shall include:

- i) a cross liability clause
- ii) Sudden and Accidental Pollution endorsement on the Watercraft liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Watercraft Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the Central Coast Regional District as an additional insured.
 - \$250,000
 - \$500,000
 - \$1 million
 - Not Applicable

Where applicable, such policy will also include coverage for marine towing operations.

e) **Property Insurance**

N/A

Property Insurance in an amount not less than the full replacement cost for all property owned by the CCRD in the care, custody, use, and control of the Contractor including, if applicable, property in transit.

Such insurance shall include:

- i) the CCRD as a named insured as its interest may appear; and
- ii) include a waiver of subrogation in favour of the CCRD.

f) **All-risk Property Insurance**

N/A

g) **Motor Truck Cargo Insurance**

N/A

Motor Truck Cargo Insurance in an amount sufficient to cover the loss or damage at a maximum value of the cargo being hauled at any one time per vehicle transporting property owned or controlled by the CCRD in the care, custody or control of the Contractor.

The CCRD is to be a named insured as its interest may appear.

h) **Employee Dishonesty Insurance**

N/A

A Blanket Position Fidelity Bond (Employee Dishonesty insurance) covering any or all persons used or employed by the Contractor for the provision of the Services in an amount not less than \$ per claim arising

SCHEDULE C - INSURANCE REQUIREMENTS

out of any dishonest or fraudulent act that results in the loss of money, securities, or other property of the Province, and this insurance must protect the Province by way of a "third party endorsement".