



REQUEST FOR PROPOSALS

Burton and Edgewood Transfer Stations - Operation and Maintenance

Procurement Opportunity #2026-178-ENV

Regional District of Central Kootenay

Issued: July 24, 2026

Closing Location:

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

2:00 pm (PST), August 20, 2026

Larry Brown
Resource Recovery Operations Supervisor
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Table of Contents

	Page
1 Invitation & Instructions to Proponents	1
1.1 Executive Summary.....	1
1.2 Proposal Documents.....	1
1.3 Intent to Submit.....	1
1.4 Enquiries	1
1.5 Examination of Sites and Local Conditions	2
1.6 Proposal Closing Time and Location	2
1.7 Proposal Submissions	2
1.8 Ownership of Proposal and Freedom of Information.....	3
1.9 RDCK's Right to Accept or Reject Proposal	3
1.10 No Claim for Compensation.....	4
1.11 Conflict of Interest	4
1.12 Anti-Collusion, Fraud & Corruption	4
1.13 Confidentiality.....	4
1.14 This Request for Proposals is not an Invitation to Tender.....	4
1.15 Irregularities and Informalities	5
1.16 Discrepancies or Omissions	5
1.17 Modification of Terms/Addenda	5
1.18 Liability for Errors.....	5
1.19 Basis of Contract Award.....	6
1.20 Definition of Contract	7
1.21 Bid Bonds	7
1.22 Powers Preserved	7
1.23 Form of Contract.....	8
2 Description of the Services	9
2.1 Services Required.....	9
2.2 Personnel	9
2.3 Contractor's Control of Supply of Services	9
2.4 Contractor's Responsibilities	10
3 General Conditions of Contract	11
3.1 Definition of Terms	11
3.2 Period of Contract.....	13
3.3 Assignment	13
3.4 Insurance.....	14
3.5 Indemnity.....	15
3.6 Compliance with <i>Workers Compensation Act</i>	16
3.7 Health and Safety.....	16
3.8 Intent of Contract Documents	17
3.9 RDCK Representative's Authority	17
3.10 Notice to Proceed	17
3.11 RDCK's Right to Obtain Services from Other Suppliers	17
3.12 RDCK's Right to Terminate the Contract.....	18
3.13 Contractor's Right to Stop Supply of Services or Terminate the Contract	19
3.14 Sub-Contractors	19

3.15	Private Land	20
3.16	Dispute Resolution.....	20
3.17	Taxes and Duties	21
3.18	Staff Resources and Management.....	21
3.19	Right to Audit.....	21
3.20	Change in the Services	22
3.21	Contract Performance Reviews	22
3.22	Rights of Waiver.....	22
3.23	Duty of Care	22
3.24	Severability	23
3.25	Compliance with Permits, Laws and Regulations	23
3.26	Security for Supply of Services.....	23
3.27	Force Majeure.....	24
4	Payment Clauses.....	25
4.1	Payment for Services	25
4.2	Goods and Services Tax	25
4.3	Payment Withheld or Deducted	25
4.4	Monies Due to the RDCK	25
4.5	Liquidated Damages	26
4.6	Negotiations During Contract Term.....	26

Proposal Form

Schedules

- 1) Description of Services
- 2) Pricing Schedules
- 3) Equipment List
- 4) Proposed Sub-Contractors
- 5) Schedule of Addenda
- 6) List of Previous Experience (Contracts)
- 7) Environmental Attributes

Appendices

Appendix A: Site Plans

Appendix B: Sample Contract and Insurance Requirements

PART 1: INVITATION & INSTRUCTIONS TO PROPONENTS

1 Invitation & Instructions to Proponents

The definitions set out in section 3.1 apply throughout this document except when expressly stipulated or the context otherwise clearly indicates.

1.1 Executive Summary

The Services to be supplied to the RDCK consist of the operation and maintenance of the Burton and Edgewood Transfer Stations.

The RDCK is seeking Proposals to supply the Services herein described on or before October 1, 2026.

1.2 Proposal Documents

It is the responsibility of the Proponent to ascertain that they have received a full set of Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of a full set of Proposal Documents.

1.3 Intent to Submit

Proponents intending to submit a Proposal should provide an email notification to the RDCK Representative.

A Proponent who does not submit an Intent to Submit email may not be sent any amendments or addenda.

No Proponent who sends an Intent to Submit email is obligated to submit a Proposal.

1.4 Enquiries

All enquiries related to this Proposal are to be directed, **in writing**, to the following person who is hereby designated as the RDCK Representative:

Larry Brown
Resource Recovery Operations Supervisor
Fax: 250-352-9300
Email: lbrown@rdck.bc.ca

Information about this RFP or any matter pertaining to the Services that is obtained from any source other than the RDCK Representative is not official and should not be relied upon. Enquiries that are directed to

the RDCK Representative and responses will be recorded and **MAY** be distributed to all Proponents at the option of the RDCK.

1.5 Examination of Sites and Local Conditions

The Proponent must satisfy themselves as to the practicability of supplying the Services in accordance with the Contract, and shall be held to have satisfied themselves in every particular before submitting a Proposal, by inquiry and by inspection of the Site herein described.

If applicable, the Proponent should examine the Site surroundings and, before submitting a Proposal shall satisfy themselves as to the nature of the Site, the quantities and nature of the Services to be supplied and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Proposal.

Proponents should make their own arrangements to visit the Site indicated in Appendix A-Site Plan.

1.6 Proposal Closing Time and Location

Proposals will be accepted until the Closing Time at the Closing Location indicated on the cover page.

1.7 Proposal Submissions

A digital PDF format of the Proposal submission may be sent by e-mail to: lbrown@rdck.bc.ca

The RDCK email server has about a 10 mb file size limit. Proponents are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by Sharefile.

Proponents wishing to send or deliver a Proposal submission in paper format to the RDCK must submit one (1) bound and one (1) unbound copy of the document in a SEALED envelope clearly labeled **“REQUEST FOR PROPOSALS – 2026-178-ENV BURTON AND EDGEWOOD TRANSFER STATIONS - OPERATION AND MAINTENANCE”**.

The Proponent’s name and full mailing address must be clearly marked on the outside of the response envelope.

Submissions should be accompanied by a clear indication of the anticipated schedule for the supply of the Services along with any other supporting pertinent information.

Proposals will be received until the Closing Time at the Closing Location indicated on the cover page.

Each Schedule of the Proposal Form must be completed and signed by a person authorized to sign on behalf of the Proponent and authorized to bind the Proponent to any statements made in response to this RFP.

1. The Proponent's name and full mailing address must be clearly marked on the outside of the response envelope.
2. The Proposal must include the Proposal Form.
3. The Proposal must include a complete itemized pricing schedule (Schedule 2-Pricing Schedules).
4. The Proposal must include a list of the equipment to be used, and in the event of a breakdown, the type of back-up equipment available (Schedule 3-Equipment List).
5. The Proposal must include a list of proposed Sub-Contractors, if any (Schedule 4-Proposed Sub-Contractors).
6. The Proposal must include a synopsis of all relevant experience. A list of references shall also be included with the Proposal (Schedule 6-List of Previous Experience).

1.8 Ownership of Proposal and Freedom of Information

All responses to this RFP become the property of the RDCK. By submitting a Proposal the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into the Contract for the supply of the Services. Further, the RDCK may disclose all or part of any Proposal to the RDCK Board at a public meeting of the RDCK Board of Directors, when making a recommendation for the award of the Contract.

1.9 RDCK's Right to Accept or Reject Proposal

The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal.

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel this RFP at any time before execution of the Contract without being obligated to any Proponent regardless of whether there is one or more compliant Proposals.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected by the RDCK in its absolute discretion. The RDCK may at its sole discretion reject or retain for consideration Proposals which are non-conforming including Proposals that do not conform because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

1.10 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

1.11 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.12 Anti-Collusion, Fraud & Corruption

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

1.13 Confidentiality

Confidential information about the RDCK obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDCK. The Proponent agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

1.14 This Request for Proposals is not an Invitation to Tender

There is no obligation for Proponents to enter into a Contract and no Contract is created, intended, or implied by this RFP. Neither the issuance of the RFP nor the submission and receipt of a Proposal constitute a final or any contract between the RDCK and any Proponent. Neither the issuance of this RFP nor the receipt of a Proposal in any way binds the RDCK to proceed with any project, enter into a Contract or obtain any services from any Proponent. No contractual relationship of any kind exists between the RDCK and any Proponent. No contractual relationship of any kind exists between the RDCK and any Proponent unless and until a binding agreement has been executed between a Proponent and the RDCK. This RFP is not a tender.

All Proposals are irrevocable until such time as a Contract is executed by the RDCK and a Proponent. A Proponent wishing to revoke its Proposal must put a request in writing to the RDCK Representative. Any such written request must be signed by the same authorized signatory as in the Proponent's original Proposal.

If a Proposal is selected, it is anticipated that the RDCK will enter into negotiations with the Proponent for the execution of a Contract. It is anticipated that the Contract shall be on substantially the terms and conditions set out in this RFP and as set out in Appendix B; however, the RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable, including terms and conditions that are substantially different from the draft Contract attached.

If the RDCK and a Proponent are unable to successfully negotiate and execute a Contract, the RDCK may negotiate and enter into a Contract with any other Proponent.

1.15 Irregularities and Informalities

The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so.

1.16 Discrepancies or Omissions

Proponents finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the RDCK Representative who will send written instructions or explanations to all parties having a set of the Proposal Documents in accordance with section 1.4. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

1.17 Modification of Terms/Addenda

The RDCK reserves the right to modify the terms of this RFP at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

1.18 Liability for Errors

While the RDCK has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The

information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

1.19 Basis of Contract Award

Proponents are hereby notified that the RDCK intends to negotiate and enter into the Contract for the supply of the Services based not only on the Proposal price, but the Proponent's experience and qualifications considered essential by the RDCK to provide the Services requested and any other criteria the RDCK considers relevant in its absolute discretion, including the following:

- a) the qualifications and experience necessary for the satisfactory performance of the assignment;
- b) the capacity of the Proponent to supply the Services promptly;
- c) the performance of the Proponent on similar projects, record of compliance with all statutes, regulations, and bylaws affecting the Proponent's previous supply of Services;
- d) a positive reference referral from previous experience;
- e) lowest price to the RDCK of having the Services supplied in accordance with the Request for Proposals documents;
- f) if required, proposed rebate for commodity value to the RDCK, including comprehensiveness, transparency, ease of tracking price fluctuations, and ease of verifying Contractor's invoice information;
- g) environmental attributes of a Proponent's Proposal;
- h) conformity of the Proposal to the requirements set forth in the description of Services; and
- i) conformance with the timing provided for in the Description of Services.

The RDCK, when considering the award of the Contract, will take the above prerequisites and the Proposal schedules into consideration.

Proponents shall be competent and capable of supplying the Services. Proponents may be required to provide further evidence of previous experience and financial responsibility as outlined in Schedule 6-List of Previous Experience. A reference check on past experience may be performed.

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Proposals other than those set forth above; in particular, the price to supply the Services may not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Proposals and to verify all information submitted by Proponents.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Proponents are advised that, after receipt of Proposals and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Proposal including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the RDCK in relation to the supply of goods or services.

The RDCK reserves the right to reject any Proposals of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Proposal.

1.20 Definition of Contract

This RFP should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into the Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Time.

Neither the acceptance of a Proposal nor the execution of the Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal enactments.

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent negotiation and full execution of a written agreement will constitute the Contract for the supply of the Services and no Proponent will acquire any legal or equitable rights or privileges relative to the supply of the Services until the occurrence of both such events.

~~1.21 Bid Bonds~~

~~The RDCK requires all Proponents to provide, with their Proposals, security in the form of a bid bond valued at 10% of the total price proposed in the Proposal issued by a surety company licensed to carry on the business of suretyship in the Province of British Columbia. The bid bond will be returned to all unsuccessful Proponents once a service contract has been formalized with the selected Proponent.~~

1.22 Powers Preserved

Except as expressly set out in this Agreement, nothing in this Request for Proposals shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

1.23 Form of Contract

Upon selection of a Proposal, it is anticipated that the RDCK and the successful Proponent will enter into negotiations for the execution of a Contract and it is anticipated that the Contract shall be substantially on the terms set out in this RFP including the documents listed below:

- Notice to Proceed
- Contract Agreement
- Part 2 – Description of the Services
- Part 3 - General Contract Conditions
- Part 4 - Payment Clauses
- Schedule 1 – Description of Services
- Schedule 2 – Pricing Schedules
- Schedule 3 – Equipment List
- Schedule 4 – Proposed Sub-Contractors
- Schedule 5 – Schedule of Addenda
- Certificates of Insurance
- WorkSafe BC Clearance Letter

The RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable with any Proponent, including terms and conditions that are substantially different from the draft Contract attached.

The Proponent agrees that, should it enter into a Contract with the RDCK, it will provide to the RDCK the necessary Contract Security (if required), Insurance Policies and WorkSafe BC Clearance Letter within fifteen (15) days of the date of the Notice of Acceptance.

PART 2: DESCRIPTION OF SERVICES

2 Description of the Services

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

2.1 Services Required

The Services to be supplied to the RDCK consist of the following: Operation and maintenance of the Burton and Edgewood Transfer Stations. A detailed description of the Services and relevant Specifications is set out in Schedule 1.

2.2 Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

2.3 Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to

special methods of supplying the Services, the Contractor will not be relieved of their responsibility for the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

2.4 Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a) The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
- b) The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- c) The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

PART 3: GENERAL CONTRACT CONDITIONS

3 General Conditions of Contract

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

3.1 Definition of Terms

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

“Addenda” or “Addendum” means any addenda or addendum to this RFP pursuant to section 1.17.

**“Agreement”
or “Contract”** means the written Agreement resulting from this RFP to be executed by the RDCK and the successful Proponent as Contractor as described in section 1.22 and substantially on the terms set out in this RFP and Appendix B, provided that the RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable, including terms and conditions that are substantially different from the draft Contract attached.

“Closing Location” means the location described in section 1.6 of these Instructions to Proponents.

“Closing Time” means the Closing date and time described in section 1.6 of these Instructions to Proponents.

“Contract Documents” means the Contract, the Contractor’s Proposal Documents, the Request for Proposals documents and such other documents as listed in the Contract, including all amendments and addenda agreed to between the parties.

“Contract Price” means the price to be paid by the RDCK for the supply of Services under the Contract.

“Contractor” means the successful Proponent who may be an individual, partnership, corporation or combination thereof, including joint venture, who or which executes the resulting Contract.

“Force Majeure”	shall mean any event or circumstance, excluding lack of funds and labour disruptions, not within the reasonable control of the party claiming the Force Majeure, which prevents or delays that party from meeting an obligation hereunder, and which that party has not been able to overcome by the exercise of due diligence, and including: (a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides; (b) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience; (c) explosion or fire;
“G.S.T”	means the Good and Services Tax administered under the <i>Excise Tax Act</i> (Canada) and any successor tax or levy in force from time to time.
“ICI”	mean Industrial Commercial and Institutional.
“Instructions to Proponents”	means all instructions, requirements, terms and conditions of this RFP and any addenda thereto.
“Intent to Submit”	means the email notification to the RDCK described in section 1.3 of this RFP.
“Irrevocable Commercial Letter of Credit”	means the Irrevocable Commercial Letter of Credit described in section 3.26.
“Notice of Acceptance”	means the notice provided by the RDCK to a Proponent that its Proposal has been selected as the preferred Proposal for the provision of the Services under this Request for Proposals.
“Notice to Proceed”	means the notice described in section 3.10.
“P.S.T”	means British Columbia Provincial Sales Tax and any successor tax or levy in force from time to time, including but not limited to the Services and Services Tax.
“Proponent”	means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Proposal submission.
“Proposal”	means the Proponent’s submission.

“RDCK”, “Regional District”	means the Regional District of Central Kootenay, a corporation under the <i>Local Government Act</i> having its offices and postal address at Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4.
“RDCK Representative”	means the person designated in section 1.4 of this RFP.
“Requirements”	means all of the requirements set out in the Request for Proposals and Instructions to Proponents, Description of Services, General Contract Conditions, Payment Clauses and elsewhere in the Agreement that describes the requirements for the supply of the Services.
“RFP”	means this Request for Proposals.
“Services”	means all goods or services to be supplied under this RFP and all else necessary for the execution, completion and fulfillment of the Requirements and as described in section 2.1 of this RFP.
“Sites”	means the Edgewood Transfer Station located at 8855 Highway 6 AND the Burton Transfer Station located at 248 Caribou Road., as shown in Appendix A
“Specifications”	means the requirements for and technical descriptions of the Services as detailed in Schedule 1.
“Sub-Contractor”	means any sub-contractor of the Proponent, including those Sub-Contractors listed in Schedule 4.
“Supervisor”	means the supervisor employed by the Contractor pursuant to section 2.2.

3.2 Period of Contract

It is anticipated that the Contract to be awarded as a result of this RFP shall commence on October 1, 2026.

It is anticipated that the aforesaid Contract shall terminate on September 30, 2029.

The Contract may be extended for two (2), one (1) year terms upon mutual agreement of both parties.

3.3 Assignment

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or their right, title, or interest therein, or their obligations there under without written consent

of the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

3.4 Insurance

Any Contract resulting from this RFP will require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide **and maintain throughout the Contract term**, the following insurances and such other insurance coverage as the RDCK may reasonably require with insurers licensed in the Province of British Columbia. The Contractor must have their broker complete the RDCK Standard Certificate of Insurance form and provide the completed form to the RDCK, confirming proof of the insurance requirements below upon execution of this Agreement.

- (a) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000 dollars**.
- (b) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence with a maximum deductible of \$5,000;**

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (ii) include the Contractor's Blanket contractual liability;
 - (iii) include a Cross Liability clause;
 - (iv) include occurrence property damage;
 - (v) include personal injury;
 - (vi) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (vii) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (viii) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- (c) pollution/environmental impairment liability insurance in the amount of **\$5,000,000 dollars per occurrence and \$5,000,000 dollars aggregate, with a maximum deductible of \$50,000;**

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (ii) include the Contractor's Blanket contractual liability;
 - (iii) include a Cross Liability clause;
 - (iv) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (v) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (vi) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- (d) all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.

Such coverage will:

- (i) Include an Installation Floater

The Contractor shall provide proof of insurance coverage on each anniversary date of the Contract.

3.5 Indemnity

The Contractor shall indemnify and save harmless, the RDCK, from and against any and all losses and all claims, demands, payments, losses, costs, damages suits, actions, recoveries, and judgments brought or recovered against them and/or the RDCK by reason of this Request for Proposals or any act or omission of the Contractor, its Sub-Contractors, agents, or employees, in the supply or provision of the Services and otherwise in the performance of or failure to perform the Contract, which shall include protecting the Services and protecting the public from hazards arising out of the supply of the Services.

The obligation of the Contractor under this Section shall apply only to the extent that losses, claims, demands, payments, costs, damages suits, actions, recoveries, and judgment claims do not arise solely out of a negligent act or omission of the RDCK, other Contractors or Representatives of the RDCK, as duly appointed by the RDCK.

3.6 Compliance with *Workers Compensation Act*

The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.

Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the *Workers Compensation Act*, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the *Workers Compensation Act* or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

In the event that the Contractor refuses or fails to comply with an order under the *Workers Compensation Act* or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Section 3.12-RDCK's Right to Terminate the Contract.

The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter.

3.7 Health and Safety

The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.

The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.

The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.

The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

3.8 Intent of Contract Documents

The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in the Specifications and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

3.9 RDCK Representative's Authority

The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the provisions of the Contract.

3.10 Notice to Proceed

Following the execution of the Contract by the Contractor and the provisions of the required Irrevocable Commercial Letter of Credit and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term, unless otherwise directed in writing by the Manager or RDCK.

3.11 RDCK's Right to Obtain Services from Other Suppliers

If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.

If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.

If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Irrevocable Commercial Letter of Credit.

3.12 RDCK's Right to Terminate the Contract

If the Contractor should:

- a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
- b) fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
- c) disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- d) abandon the supply of the Services, or
- e) otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

If the default is not corrected within forty-eight (48) hours, then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under section 3.11-RDCK's Right to Obtain Services from Other Suppliers, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:

- a) obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
- b) withhold any further payments to the Contractor until the supply of the Services is finished;
- c) upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Credit.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

3.13 Contractor's Right to Stop Supply of Services or Terminate the Contract

If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.

The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of the Services and terminate the Contract.

If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

3.14 Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- a) enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b) be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in Schedule 4-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.

The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.

Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

3.15 Private Land

If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.

The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

3.16 Dispute Resolution

All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.

In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

3.17 Taxes and Duties

The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

3.18 Staff Resources and Management

The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.

The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

3.19 Right to Audit

Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

3.20 Change in the Services

The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.

If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule 2- Pricing Schedules, or use one of more of the following methods in deciding such value:

- a) by unit prices submitted in the Proposal
- b) by unit prices submitted by the Contractor and accepted by the RDCK
- c) by lump sum on the Contractor's estimate and accepted by the RDCK
- d) on a force account basis as specified hereinafter.

3.21 Contract Performance Reviews

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

3.22 Rights of Waiver

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

3.23 Duty of Care

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

3.24 Severability

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

3.25 Compliance with Permits, Laws and Regulations

The laws and regulations of the place where the Services are supplied shall govern.

The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.

The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.

The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

3.26 Security for Supply of Services

Unless otherwise agreed in writing by the RDCK, the Contractor must provide the RDCK security for the performance of its obligations under the Contract in the form of an Irrevocable Commercial Letter of Credit in the amount of 10% of the Contract Price, which security was issued by a financial institution within the RDCK that is acceptable to the RDCK in its absolute discretion and in form and substance approved by the RDCK.

3.27 Force Majeure

In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under section 3.12- RDCK's Right to Terminate, the Contract, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:

- a) the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
- b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- c) the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
- d) when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

PART 4: PAYMENT CLAUSES

4 Payment Clauses

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

4.1 Payment for Services

This Part sets out the method of measurement and payment to compensate the Contractor for the supply of the Services.

Payment will be made by the RDCK to the Contractor within thirty (30) days of submission by the Contractor of complete service detail for the Services supplied in the previous month during the term of the Contract.

4.2 Goods and Services Tax

The Contractor shall identify the GST as separate line item on all invoices.

4.3 Payment Withheld or Deducted

The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:

- a) the Contractor is not making satisfactory progress with the supply of the Services;
- b) defective Services which are not remedied;
- c) if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
- d) damages caused to another party by the Contractor;
- e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
- f) the RDCK has corrected deficiencies under section 3.11-RDCK's Right to obtain Services from other suppliers.

4.4 Monies Due to the RDCK

The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.

All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in section 3.11-RDCK's Right to obtain Services from other suppliers, or section 4.5-Liquidated Damages, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor

under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Irrevocable Commercial Letter of Credit. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per section 3.11-RDCK's Right to obtain Services from other suppliers.

4.5 Liquidated Damages

In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per section 4.4-Monies Due to the RDCK.

4.6 Negotiations During Contract Term

If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

PROPOSAL FORM



REQUEST FOR PROPOSALS

**Burton and Edgewood Operation and Maintenance
Procurement Opportunity #2026-178-ENV
CLOSING DATE & TIME: 2:00 PM, AUGUST 20, 2026**

COMPANY NAME: _____

ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL: _____

DATED: _____

TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

The Proponent has carefully examined the Site where the Services will be supplied or used and the Procurement Documents for opportunity #2026-178-ENV: Burton and Edgewood Operations and Maintenance.

The undersigned Proponent understands the conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates Proposed in Schedule 2-Pricing Schedules and in accordance with the other Schedules of this Proposal.

The immediately following schedules, entitled Schedules 1 to 7, shall be read with and form part of this Proposal as if embodied herein.

The Proposal includes all addenda numbers ____ to ____ inclusive.

The Proponent understands and agrees that:

- a) the proposed rates specified in Schedule 2-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- b) payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in Schedule 2-Pricing Schedules;
- c) The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal;

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal; and

- d) The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

The Proponent agrees as follows:

- a) If the undersigned is notified in writing of the acceptance of their Proposal, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b) Guarantees completion of the Contract in accordance with the Contract Documents;
- c) Within fifteen (15) days from the date of the Notice of Acceptance of this Proposal, to furnish to the RDCK, the specified insurance and WorkSafe BC clearance letter for the performance of the Contract;
- d) To begin supply of the Services on the date specified in the Notice to Proceed;
- e) Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim; and

- f) The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Signature of Proponent

Authorization

I/we hereby certify that the prices and dates and other information contained in this Proposal are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Proposal.

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

SIGNED, SEALED AND DELIVERED by:

Name of Proponent (Company)

In the presence of:

Name (printed)

Witness Name (printed)

Authorized Signature

Witness Signature

Address (printed)

Address (printed)

Address (printed)

Address (printed)

Telephone

Telephone

DATED at _____ this _____ day of _____, 2026.

SCHEDULES

- Schedule 1 - Description of Services
- Schedule 2 - Pricing Schedules
- Schedule 3 - Equipment List
- Schedule 4 - Proposed Sub-Contractors
- Schedule 5 - Schedule of Addenda
- Schedule 6 - List of Previous Experience (Contracts)
- Schedule 7 - Environmental Attributes

SCHEDULE 1: DESCRIPTION OF SERVICES

1. Services Required

The Services to be supplied to the RDCK consist of the operation and maintenance of the Burton and Edgewood Transfer Stations as outlined in the detailed description of Services and relevant Specifications.

The Contractor is to supply all personnel, labour, materials, and equipment to provide the Transfer Station Operations and Maintenance service starting October 1, 2026, for three (3) years extending to September 30, 2029, with the possibility of two (2), one (1) year extensions.

The following locations will be provided by the RDCK for use by the Contractor for the waste collection program:

- Edgewood Transfer Station, 8855 Highway 6
Legally described as Lot 6 Block 6 and Lot 7 Plan NEP1214 District Lot 7892 Kootenay Land District Except Plan 8062.
- Burton Transfer Station, 248 Caribou Creek Road
Legally described as Lot 1 Plan NEP6834 District Lot 7700 Kootenay Land District.

The location of the Nakusp Transfer Station is 1420 Hot Springs Road, Nakusp, BC, legally described as District Lot 863 Kootenay Land District Exc (1) Blk A-C (2) PI 9020.

The Contract will include the Operation and Maintenance cost for the Burton and Edgewood Transfer stations. The Contractor is required to collect fees from users, track sales and waste data in a manner determined by the RDCK, and will be required to pay these user-fees to the RDCK on a bi-monthly basis. All Municipal Solid Waste (MSW) will be transported to the Nakusp Transfer Station. The Contractor will not be charged user fees at the Nakusp Transfer Station. The cost to transport MSW to the Nakusp Transfer Station should be included in the overall monthly operations cost, as described in Schedule C-1.

Material screening and general operation of the Recycle BC Recycling Depots at both Transfer Stations is the responsibility of the Contractor.

The Contractor shall screen incoming waste loads for Recyclable Materials and encourage diversion. Onsite diversion materials shall include tires, automotive batteries, propane tanks and bottles, yard and garden, wood waste, and scrap metal. It is the responsibility of the Contractor to maintain storage areas in a neat and tidy manner.

The RDCK will coordinate the chipping of Wood Waste, and Yard & Garden Waste at each site. When deemed necessary, the Contractor may be required to transport this chipped material to the Nakusp Transfer Station, at a rate agreed in this Procurement, as per Schedule C-1. Some chipped material may be used for site management by the Contractor as necessary.

Services include the operation and maintenance of the Burton and Edgewood transfer stations in accordance with regulatory bylaws adopted or amended by the Board of the Regional District of Central Kootenay.

1.1 Local Conditions

The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself at his own cost and risk, with respect to the local conditions to be encountered and the quantities, quality and practicality of the work and of his methods of procedure. No verbal agreements or conversations with any officer, agent, or employee of the District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.

1.2 Reference Points and Layout

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

The Contractor shall not proceed with the Work until he has received instructions required for the execution of the Work from the Regional District.

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

2. Hours of Operation

The Contractor is required to have staff present on site during all posted hours of operation. The hours of operation of the Burton and Edgewood Transfer Stations and the Nakusp Transfer Station are set at the sole discretion of the RDCK and may be adjusted from time to time.

The days and hours of operation at the Sites are as follows:

Hours of Operation			
Burton TS	Year Round	Sat:	10:00am - 2:00pm
Edgewood TS	Summer Jun 1 - Sep 30	Sun:	9:00am - 1:00 pm
		Sun & Wed:	9:00am - 1:00pm
	Winter October 1 – May 31	Sun:	9:00am - 1:00 pm
Nakusp TS (for waste acceptance)	Summer May 1 - Sep 30	Mon, Wed & Sat: 9:00am - 4:00pm	
	Winter Oct 1 - Apr 30	Mon:	9:00am - 12:30pm
		Wed & Sat:	9:00am - 4:00pm

Sites will be closed on the following days:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

In the case of adjusted hours of operation, payment to the Contractor will be adjusted based on Schedule C-3: Extended or Reduced Hours of Operation Surcharge

2.1 Off-Hour Site Access

The District may allow off-hour access to the Nakusp Transfer Station for disposal. Any allowed off-hour deposits must follow written procedures and reporting requirements as defined by the RDCK.

2.2 Site Operations

The Site shall remain open to the public as described in Section 2-Hours of Operation.

The Contractor shall continue work after hours as required to meet the daily specifications contained herein; including time to open and close bins, prepare the tidiness of the site, place signage and traffic controls etc.

On special occasions, the Contractor may be required to open the Site to coordinate with subcontractors or to accept loads outside of normal operating hours. Under such circumstances, the Contractor shall be paid for the time that their staff are at the Site and for 30 minutes of each mobilization / demobilization time at the hourly price specified in Schedule C-3: Extended or Reduced Hours of Operation Surcharge

The Regional District reserves the right to authorize Regional District vehicles or other Contractors working for the Regional District to access the Site after hours when the Contractor is not in attendance.

3. Personnel

The Contractor shall employ properly qualified and trained staff to carry out the Work. The Contractor acknowledges that its employees, agents and sub-contractors will come into contact with the public in the execution of this Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under this Contract shall conduct themselves in a courteous and polite manner towards the public.

The Contractor shall have sufficient personnel on duty at the Site at all times during the hours of operation together with the equipment specified in Schedule D: Personnel and Equipment to manage the receiving of waste and other items, to maintain the Site, and to provide assistance to the public and commercial users of the Site as required. The Contractor shall also be available at all times to respond to emergencies, should emergencies occur.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties under the Work (responding to spills, managing found Hazardous Wastes, etc.).

All employees employed by the Contractor must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. All employees shall be trained in the terms and conditions of this Contract and shall conduct their work at all times in accordance with these terms and conditions

The Regional District may request the Contractor to suspend, discharge or take other disciplinary action against any of his employees or agents involved in performing the works or providing the service required under this Contract for any one or more of the following, which may constitute an offence against and breach of the terms and conditions of this Contract when occurring during normal working hours or when the said employee or agent is performing any work or service under this Contract:

- a. intoxication;
- b. unauthorized operation of vehicles or other equipment;
- c. use of foul, profane, vulgar or obscene language;
- d. solicitation of gratuities or tips from any person for services performed under this contract;
- e. permitting unauthorized use of RDCK facilities by others ;
- f. wanton or malicious damage to or destruction of private or public property;
- g. willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations or Contractor's safety program and operational training
- h. any action which may constitute a public nuisance or disorderly conduct or be construed as abusive behaviour or be considered a threat to the public or public relations;
- i. any conviction under the Criminal Code of Canada or the offence Act of British Columbia of any employee or agent of the contractor for an act done in the course of his performance of work under this Contract.

The Contractor shall comply forthwith with each such request and shall satisfy the RDCK that the employee or agent has been properly disciplined and has given assurance that the offence and breach shall not recur or that the said employee or agent has been removed from further involvement with Work or service under this Contract.

All employees of the Contractor who will be working on RDCK property will be identified in Schedule D: Personnel and Equipment. The list of Contractor employees shall only be altered with advance written approval of the Regional District.

3.1 Outside of Operation Hours Call-Out Personnel

The Contractor shall provide the RDCK with the name and telephone number of an Outside of Operation Hours Call-Out Person who can be called outside normal working hours to act for the Contractor for "call outs" in connection with Work under the Contract. This Person's name and phone number are to be listed in Schedule D: Personnel and Equipment.

In the event of an emergency this person may be called on to attend the site and respond appropriately. This Person may be contacted by Emergency Services Personnel or the RDCK.

4. Work by Contractor

The Work of this Contract to be performed by the Contractor shall include all work necessary to properly operate the sites in a manner acceptable to the RDCK and in compliance with applicable regulations and without adverse impacts on neighbouring properties and residents in the area. Operation of the Edgewood and Burton Transfer Stations shall include, but not be limited to the following tasks:

- a. Keeping all required records, including but not limited to volume reports, and revenues collected, results of safety inspections and incident reports.
- b. Submitting records of incoming material volumes and revenues collected digitally at the end of each opening day, submitted in digital format acceptable to the RDCK.
- c. Keeping required records to submit Month End Product Summaries to the RDCK, to be submitted in digital format acceptable to the RDCK.
- d. Depositing collected revenues on a bi-monthly basis.
- e. Unlocking and locking entrance gates, and buildings on site and securing and locking the Sites at the end of the day.
- f. Representing the RDCK in a professional and courteous manner with all customer and public interactions.
- g. Collecting waste materials as outlined in the current RDCK Resource Recovery Bylaw, and transporting Mixed Waste and Controlled Waste to the Nakusp Transfer Station for disposal.
- h. Applying tipping fees for waste materials collected in accordance with RDCK regulatory bylaw, and collecting these fees and issuing a receipt to the customer. These fees must be tracked and reported digitally at the end of each opening day.
- i. Directing traffic to the appropriate unloading area and placing signs and barricades (supplied by the RDCK) to control traffic.
- j. Stay updated on the annual changes of the Regulatory bylaw, including but not limited to waste material types, disposal fees, controlled materials, prohibited materials, site regulations, disposal requirements, definitions, etc.
- k. Educate and inform the public regarding the RDCK Resource Recovery Bylaw requirements and enforce as required.
- l. Checking and ensuring that customers deposit any Controlled Waste substances at the designated Controlled Waste area in accordance with the RDCK's disposal bylaw and provincial regulations.
- m. Supervising unloading of loads at all areas on the facility to ensure that customers do not contaminate areas with undesirable materials. If material becomes contaminated, contractor will be required to sort material prior to disposing at Nakusp Transfer Station or to pay any extra fees for contaminated material or cleanup required.
- n. Supervising unloading of waste materials at all areas on site to ensure prohibited and unacceptable controlled materials are turned away as per the bylaw
- o. Inspect incoming loads prior to deposit in the bins or stockpile areas for compliance with the RDCK Resource Recovery Bylaw.
- p. Supervising and maintaining the Wood Waste and Yard and Garden storage areas.
- q. Operating, supervising and maintaining storage areas and/or bins/bunkers for recycled goods and diverted waste materials including, but not limited to wood waste, yard and garden waste, Scrap Metals, ODS Containing Appliances, propane tanks, tires, and lead acid batteries. This includes but is not limited to ensuring safe and easy access to stockpiles, and compact and orderly stockpiles to enable easy collection.

- r. Ensuring roads and operating surfaces are maintained in good condition, including snow removal, fixing pot holes and other small repairs.
- s. Removing snow and sanding all roads, foot traffic areas and operational areas, including clearing snow from 3' around bins, railings, gates, tipping areas, waste stockpiles, buildings/porta-potty roofs, signs, and other key areas, as described in detail in Section 20.
- t. Maintaining and servicing all equipment required as part of the Contract and maintaining service records as required by applicable legislation.
- u. Erecting and relocating litter control fencing, if required. Fencing will be supplied by the RDCK.
- v. Collecting litter daily at the Site and at entrance gate and area within 50m of entrance gate and maintain a clean, litter free area.
- w. Collecting litter along the public roadways approaching the Site if required, a minimum of twice a year.
- x. Communicating with RDCK about required signage. Signs will be provided by the RDCK. Contractor is responsible for erecting signs.
- y. Other Force Account work as directed and authorized by the RDCK.
- z. Provisional work items that the RDCK may elect to include in the scope of work for this Contract including operating the Transfer Stations for extended or reduced hours.
- aa. Operations and maintenance of front gate.
- bb. Surveillance and preventative works to limit trespassing.
- cc. Regular safety inspections and adherence to safe work procedures under safety program and applicable regulations.

Notwithstanding the Contractor's responsibilities, the RDCK 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 RDCK may, at its discretion, retain others to carry out work on and around the Site.

5. Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor shall supply all labour, materials, plant facilities and equipment and direction necessary to faithfully perform all requirements of the Contract.
- b. During peak periods more than one staff member may be required during operating hours to oversee all operations, including waste and recycling areas.
- c. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with WorkSafeBC regulations, is worn during the performance of the Contract.
- d. The Contractor shall report any problem waste, Hazardous Waste, etc. encountered in collection, by email or other approved method, to the Regional District on the day of occurrence.
- e. The Contractor shall present a positive image to residents by using clean, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- f. The Contractor shall also, within six months from the commencement of the Contract, obtain certification in WorkSafeBC recognized First Aid Level One and Workplace Hazardous Material

Information System (WHMIS). The cost of all training shall be at the Contractor's expense. All certifications must be maintained by the Contractor throughout the Term.

- g. Proof of certification for the above noted courses shall be required. In the event that proof of certification is not received within six (6) months of the commencement of the Contract, a monthly penalty of ten (10%) percent of the monthly contract payment due to the Contractor can apply until such time as the RDCK receives proof of certification.

6. Contractor's Equipment

The Contractor shall at all times provide, maintain and operate a sufficient number of vehicles, as approved by the RDCK, to properly maintain the level of service specified in this Contract.

Prior to commencing the Work, the Contractor must submit a list containing make and model years of all equipment used in the Work to the RDCK for approval. The Contractor must demonstrate that the maximum lifting height for customers into the bins to dispose of waste shall be 1067 mm (42").

The Contractor shall provide the following minimum equipment:

- Total 12 cubic yard hauling capacity with mechanical compaction capability; and/or total 20 cubic yard hauling capacity without mechanical compaction
- Capability to cover and secure load.

The Contractor shall ensure that all equipment comply with all Federal, Provincial and Municipal government requirements. The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of the equipment supplied, including fuel, licensing, insurance, regular washing, storage, paint and other expenses.

The RDCK agrees to allow the Contractor to store his Equipment at the Site during non-operating hours, but accepts no responsibility for damage or vandalism. The Contractor shall not store any other Equipment or material at the Transfer Stations other than that Equipment and materials used for Transfer Site operations or construction or maintenance of equipment or as otherwise permitted by the RDCK. All Contractor equipment shall be removed from the Site at the termination of the Contract or if the equipment is deemed unusable for operations.

7. Health and Safety

The Contractor will be designated the Prime Contractor for the Site according to the definition given in the *Definitions Section* and in accordance with WorkSafe BC regulations.

The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the performance of the Work. This requirement shall apply during the Contract period and not be limited to normal working hours.

The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workmen or agents.

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. Safety provisions shall conform to all applicable federal, provincial, and regional laws, RDCK's policies and procedures developed for the Transfer Station, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent shall be followed.

The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafeBC and shall incorporate all of the RDCK's operating requirements and restrictions. This will include quarterly meetings where the contractor will meet with the RDCK representative to provide and report on the current safety program, provide incident reports, and any relevant information. This may be in the form of a phone call.

An appropriate Health & Safety Plan includes, but is not limited to:

- OHS Policy
- Risk Assessments
- Safe Work Procedure for first aid & working alone
- Emergency Response plan

The Contractor shall inform all workers, Sub-contractors and their workers, and the public attending the job Site through the course of the Work of the potential for potentially Hazardous Waste and the importance of safety precautions to ensure the safety of all workers and the public.

The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the performance of the Work.

8. Site Security

It shall be the responsibility of the Contractor to ensure the Edgewood and Burton sites are kept secure at all times by ensuring that the entrance gates are kept locked at all times other than during the normal hours of operation.

The Contractor shall be responsible for securing all equipment and supplies to prevent them from being stolen or vandalized. Any additional security measures that the Contractor may deem necessary to secure the Site must be discussed with the RDCK prior to enacting.

The Contractor shall report any unauthorized access of the Transfer Station immediately to the RDCK.

9. Salvaging

Salvaging of materials from any part of the site by the Contractor is prohibited, unless the material is for the operation and use of the transfer station, and must be reported to the RDCK representative. The Contractor will be responsible for enforcing RDCK prohibitions on scavenging and salvaging at the Sites.

The removal of topsoil, cover material, sand, gravel or related material from the Site is strictly prohibited.

10. Waste for Transfer to Nakusp

All Municipal Solid Waste, unless authorized by the RDCK, will be disposed of at the Nakusp Transfer Station during normal hours of operation. Off-hour deposits may be allowed with prior written permission from the RDCK.

11. Recycling Programs

The Contractor shall cooperate with any authorized recycling program. The Extended Producer Responsibility stewardship program and/or the associated service providers may change from time to time. Except where noted, the RDCK shall coordinate service requests upon notification of need from the Contractor unless designated in writing that the Contractor shall contact a recycling program service provider directly.

The Contractor shall encourage recycling in the Regional District by directing Transfer Station customers who bring acceptable recyclables to the Site to the appropriate recycling areas on-site or to other recycling facilities in the vicinity.

11.1 Recycle BC Recycling Depot Operations

The RDCK is part of the Recycle BC (RBC) program. The Contractor will be responsible for operating the recycling depots located at each Transfer Station. The Edgewood Depot is a CORE depot, while the Burton Depot is a Satellite Depot. At CORE Recycling Depot, five categories of materials are accepted (Paper and Cardboard, Mixed Containers, Flexible Plastics, White and Color Foam Packaging, Glass), and at Satellite Depot, three categories of materials are accepted (Paper and Cardboard, Mixed Containers). ICI recyclable materials are NOT accepted at neither Recycling Depots. ICI recyclable materials are deemed contaminants under Recycle BC's program.

Responsibilities of the Contractor in the operation of these depots include:

Opening and Closing

- Unlock containers at start of day.
- Tidy illegal dumping that may have occurred.
- Sort any materials illegally dumped or in incorrect containers in a safe manner.
- Move any full supersacks out of way and set up empty Mega-bags.
- Add barcode stickers on full supersacks prior to pickups.
- Lock up area/containers at end of day. Record the number of full Supersacks and approximate fill level of any roll-off bins on site at the end of the shift using a Daily Report.

Ongoing throughout shift

- Meet & greet depot users to provide instruction.
- Monitor loads that customers are bringing into the recycling facility, for compliance with the current Resource Recovery Facilities Regulatory Bylaw and Recycle BC Depot Guidelines.
- Monitor recycling bins between waste customers.
- Maintain cleanliness, tidies up the site, remove materials that have been put in the wrong place to the right spot (where feasible)

- Advise customers when prohibited and controlled materials are identified during a recycling screening (such as ICI loads) and provides education regarding alternative options for disposal and general RDCK Resource Recovery policies.
- Promote reduction of dumping of controlled materials, and promote regional initiatives such as Trash to Treasure, Household Hazardous Waste Roundups, and point source management of stewardship programs.

11.2 Other Recyclable Materials

The Contractor shall assist in the maintenance of on-site marshalling areas for the following materials:

- Wood Waste and Yard and Garden Waste
- Scrap Metals Propane Tanks, Major Appliances and Excluded ODS-Containing Products
- Reuse shed (currently closed due to COVID-19)
- Tires
- Batteries

The Contractor may be asked to provide additional recycling facilities for other products at the Site in the future or to close certain areas if alternate facilities are provided for these products by the private sector within the Regional District.

The Contractor shall be responsible for ensuring that recyclable products are well sorted and neatly stacked. This includes, but is not limited to:

- Tires relatively cleaned and undamaged, separated into 3 areas for on and off rims and by size and stacked neatly in piles of 5.
- ODS appliances emptied and neatly lined upright in rows with the backs of the unit accessible.

The Contractor shall complete a Month End Product Summary reporting on all other recyclable materials using provided forms and the MARR program reporting using provided forms. The RDCK will arrange for the pick-up and processing of all other recyclable materials.

11.2.1 Wood Waste and Yard & Garden Waste

The Contractor shall stockpile Wood Waste and Yard & Garden Waste at a storage area on each Site as designated by the RDCK's Representative. The Contractor shall report volumes of stockpiled material to the RDCK on a monthly basis using a form provided by the RDCK. The RDCK will arrange for the chipping of material when needed. This material may be used by the Contractor for site activities, such as road maintenance and site levelling, with authorization from the RDCK.

At rates described in Schedule C-2, the RDCK may request the Contractor to haul chipped Wood Waste and Yard & Garden waste to the Nakusp Landfill. The RDCK is under no obligation to hire the Contractor for this service, as alternate services or options for processing may be available.

No burning of Wood Waste or Yard and Garden Waste shall be permitted.

11.2.2 Scrap Metal, Propane Tanks, Major Appliances and Excluded ODS-Containing Products

The Contractor shall stockpile Scrap Metal, Propane Tanks, Major Appliances, and Excluded ODS-Containing Products in a storage area designated by the RDCK's Representative and ensure that the stockpile is consolidated using the Contractor's equipment, on a periodic basis, as required through the Contract term.

The Contractor shall handle Scrap Metal, Propane Tanks and Major Appliances and Excluded ODS-Containing Products by:

- a. directing loads of clean Scrap Metal and all Major Appliances and Excluded ODS-Containing Products to the designated storage areas;
- b. directing refrigeration units containing ODS to a separate collection area where units must be stored upright until the ODS is collected;
- c. incorporating units clearly labelled as ODS-free into the Scrap Metal stockpile once ODS materials have been removed;
- d. consolidating the pile as required by the Owner's Representative;
- e. cleaning up the site after Scrap Metal is removed by Other Contractors;
- f. propane tanks are neatly and safely stacked; and
- g. mini propane tanks are stored in either containers provided by the propane collectors, or covered containers, or in heavy duty contractor bags (25 per bag).

Payment for neatly stockpiling the Scrap Metal, Propane Tanks, Major Appliances and Excluded ODS-Containing Products and removing contaminants at a storage area designated by the RDCK's Representative will be included in the bi-monthly payment.

The RDCK shall arrange to have the ODS-Containing Products and other halocarbons drained from refrigeration appliances at the Site by an authorized technician. Once the CFRC/HFC is removed it shall be moved by the contractor to the Scrap Metal storage stockpile.

The RDCK shall periodically contract with a Scrap Metal dealer to crush, compact and haul away collected Scrap Metal and non-ODS Containing Products.

11.2.3 Reuse Shed

The Contractor must screen materials intended for the Reuse Shed to ensure they are acceptable for reuse. Items not deemed reusable must be directed for disposal.

When requested by RDCK staff and on a regular basis, the Contractor shall assist with moving items determined by the RDCK to be non-reusable from the reuse shed to the appropriate disposal or recycling area.

Materials deposited in the Reuse Shed are charged in accordance with the current Resource Recovery Bylaw. Acceptance of material is not for free and revenues are to be reported in the Daily Summary.

11.2.4 Tires

Passenger car and light truck tires shall be sorted, in an area designated by the RDCK's Representative, into three defined stockpiles:

- (1) tires off rim
- (2) tires on rim (16" or smaller or marked P, LT or T), and
- (3) tires on rim (larger than 16" and not marked P, LT and T).

The Regional District shall arrange to have the tires shipped off-site for recycling as part of the Provincial Tire Stewardship Program. The Contractor is responsible for coordinating with the RDCK representative to ensure accurate and timely tire counts are provided, to coordinate with the tire recycler if needed, and to ensure the tires are stored in a neat and tidy manner as per the recycler's requirements.

Tires with tread code C (Compactor), E (Earthmoving), G (Grader), L (Loader), IND (Industrial) or NHS (Not for Highway Service) generally referred to as Grader/Loader or Small-Off-The-Road or Large-Off-The-Road tires are not accepted as part of the Provincial Stewardship Program, and therefore, are NOT accepted at either Site. The Contractor shall direct customers to the Nakusp landfill for Disposal.

11.2.5 Batteries

An area for on-site stockpile of automotive batteries shall be provided and maintained and wherever possible the Contractor shall direct and/or remove lead acid batteries if inappropriately disposed and deposit them in the designated area.

The Regional District shall arrange to have the batteries shipped off-site for recycling. The Contractor is responsible for coordinating with the RDCK representative to ensure accurate and timely battery counts are provided, to coordinate with the tire recycler if needed, and to ensure the batteries are stored in a neat and tidy manner as per the recycler's requirements.

12. User Fees

The RDCK has initiated waste disposal user fees at all Resource Recovery Facilities as detailed in Schedules A-1, A-2 and A-3 to Resource Recovery Facilities Regulatory Bylaw. The User Fee Schedules are updated periodically and are subject to change without notice.

The Contractor will collect and submit any and all applicable user fees as outlined in the current Resource Recovery Facilities Regulatory Bylaw - User Fee Schedule A-2 (user fees currently in effect) at the Transfer Stations.

Fees shall be collected, recorded, and submitted digitally, or a mutually agreed alternative, to the RDCK after each day of opening. The fees collected at the Sites cannot exceed those indicated in the User Fee Schedule.

The RDCK will provide the Contractor with a ticket/receipt book. It is expected that every transaction results in the generation of a receipt.

Fees collected will be deposited in the bank or electronically transferred to the RDCK on maximum of a bi-monthly basis. Deposit summaries reconciled with the hard copy daily receipts over the monthly period shall be submitted via registered mail to the RDCK on same day as bank deposits. Any discrepancies shall be addressed immediately with the RDCK representative. The RDCK reserves the right to adjust the frequency of deposits if there are issues with reconciliation.

Both sites are “cash only” sites. The Contractor will be responsible for providing a cash float sufficient for operations.

13. Waste Screening

The Contractor shall screen loads to detect recyclable materials, prohibited or controlled waste so that it is prevented from being disposed of incorrectly and inform the public regarding the RDCK Resource Recovery Bylaw requirements.

14. Use of Shelter

The RDCK shall provide shelter, and the rental of port-a-potty units and propane tanks at the Edgewood and Burton Transfer Stations. Any and all costs associated with the maintenance of the shelter are the responsibility of the Contractor including propane delivery, porta-potty cleanings and servicing, but excluding any applicable utility costs. Arrangement of servicing and delivery is up to the contractor. It is expected that the cleanliness of the porta-potty is maintained at a standard acceptable for use by RDCK representatives.

15. Use of Sites

The Contractor shall have use of the Sites only for the purpose of waste transfer or waste collection services and any other associated RDCK waste collection and waste reduction programs. The Contractor is not authorized to use the Sites for other business purposes or personal use or benefit.

16. Education and Promotion

The RDCK is responsible for general public education initiatives relating to solid waste disposal, reuse and recycling. Education may include but is not limited to media news releases, preparation and distribution of newsletters and brochures and public meetings. The contractor will be responsible to participate in this as directed, which may include posting of temporary signs, educating the public on changes, handing out promotional material, etc.

17. Litter Collection

The Contractor shall be required to collect litter frequently and to keep the Sites tidy at all times, free from all loose paper, plastic, cardboard, litter, debris and similar material. The Contractor shall also collect any material that has blown from the Sites onto adjacent property. The Contractor shall remove and dispose of waste that has been placed in an unauthorized area on the Sites or in the vicinity of the gate outside the Sites at no extra cost to the RDCK.

The RDCK may order the collection of litter whenever such collection is deemed necessary.

From time to time, solids spillage may occur at the Sites. The Contractor shall be responsible for clean-up of spillage, and transporting collected material to the Nakusp Transfer Station.

Both Sites are not fully fenced, and some amount of illegal dumping does occur. The Contractor shall be responsible for periodic clean-up of illegally dumped material and transporting collected material to the Transfer Station. The RDCK recognizes that the Contractor will be hauling material for which no user fees were collected. To maintain accuracy of records, the Contractor is required to photograph large items or collections, and estimate the volume collected on a monthly basis. This will be recorded in the Month End Product Summary provided by the RDCK.

Payment for picking up and/or disposing of litter will be included in the monthly payment.

18. Snow Removal

All equipment, labour, materials and associated costs for the maintenance and snow removal services will be the responsibility of the Contractor. The Contractor shall have the required expertise to carry out the Work in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. Snow removal will be conducted as close as possible to the specified opening hours of the Site but no more than twice per day. Snow removal is not required on days the site is not open to the public unless large storm accumulations justify removal between opening days or weather conditions are predicted that would make it impossible to clear snow in time for the site to be open. For example, if the weather forecast is for a warming then freezing period, the snow should be cleared so that it doesn't melt and freeze, becoming impossible to clear.
- b. The Contractor shall monitor the weather at the site to determine if snow removal or sanding is necessary. This may require the Contractor to make a visit to the site, or to have staff that are local to the site which can provide the Contractor with real time weather updates.
- c. Hand shoveling of some portions of the depot/transfer station is required to achieve the expected standards of the sites. The Contractor is expected to work this into the cost of snow removal as additional payment will not be made.
- d. Sanding or spreading of salt in the depot/transfer station area will be conducted with each snow clearing that occurs as close as possible to the specified opening hours of the site to ensure public areas are safe for foot and vehicle traffic. It is not required on days the site is not open to the public, even if snow clearing services have been required. Ensure the depot/transfer station area is maintained in such a way that the user has safe footing in the pedestrian areas and driving areas.
- e. Sanding or spreading of salt may be required on days even if snow removal is not required. The same level of expectation around monitoring and providing this service applies.
- f. Snow will be stored in such a manner and location that it does not interfere with access to the operations of the depot/transfer station and does not damage RDCK property. Areas that must be left clear of snow berms include but are not limited to the roadways, bins, stockpile areas and access, gates, base of bins, and attendant hut.
- g. The Contractor is expected to perform snow removal in such a way that plans ahead for snow storage needs throughout the snow season. This includes pre-planning for snow storage areas during the examination of site.

- h. A three-foot radius around the bins must be cleared of snow. If the equipment cannot remove the snow flush to the bins they must be hand shoveled. This may require a second staff person or additional hours and should be considered.
- i. The snow underneath and in front of any railings/gates must be cleared. This may require hand shoveling.

19. Recording and Reporting Fuel Consumption

The RDCK requires that contractors communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th.

Contractor to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of your solid waste collection, transportation, and diversion service to the RDCK:

1. Vehicle class;
2. Type of fuel used by each vehicle; and
3. Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

Vehicle Class	Includes
Light Duty Vehicle	• 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	• SUV's, minivans • Full-size vans • Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	• Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kb (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	• Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.

20. Reports and Meetings

The Contractor will:

- a. Digitally (by email), submit reports at the end of each operating day to the RDCK's Representative as to the daily volume and types of waste collected, and fees collected per Site. The RDCK will

- supply the form in Microsoft Excel format or an alternate agreed upon format for submission by the Contractor.
- b. Digitally (by email), submit Monthly End Product Summary reports at the end of each month, summarizing stockpile volumes and remaining capacity to allow for the RDCK to schedule servicing.
 - c. Digitally, (by email), on a monthly basis submit inventory of MARR items collected.
 - d. Permit the RDCK's Representative at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents and material whether complete or otherwise that have been produced, received or acquired by the Contractor on behalf of the RDCK, or provided by the RDCK to the Contractor as a result of the Contract.
 - e. The Contractor is required to attend bi-monthly operations meetings with the RDCK representative for the duration of the contract to discuss/review any and all issues related to the delivery of services included within this contract. The Contractor/RDCK shall record minutes and distribute copies within 7 days of each meeting. These meetings can either be in person, telephone, or video conference at the preference of the attendees. Agenda for each meeting shall include the following, as a minimum:
 - .1 Approval of minutes of previous meeting.
 - .2 Work progress since previous meeting.
 - .3 Field observations, including any problems, difficulties, or concerns.
 - .4 Proposed changes in the Work.
 - .5 Requests for information.
 - .6 Site safety issues.
 - .7 Other business.

SCHEDULE 2: PRICING SCHEDULES

This section shall be read with and shall form part of the Contract Form. The Proponent hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

Schedule C-1: Contract Price

This section shall be read with and shall form part of the Contract Form. The Proponent hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

Annual Cost for Operation and Maintenance of both the Burton and Edgewood Sites

Operations and Maintenance Services	\$ _____
Goods & Services Sales Tax (GST)	\$ _____
TOTAL (annual)	\$ _____

The table below calculates the Total Estimated Contract Price. Use the Total Estimated Annual Cost above and multiply by three (3) to calculate the Total Contract Price for the 3 year term.

TOTAL ESTIMATED 3 YEAR CONTRACT PRICE INCLUDING GST	\$ _____
--	-----------------

Schedule C-2: Contract Alterations

The Contractor may be requested to transport chipped material to the Nakusp Landfill. The RDCK is under no obligation to hire the Contractor for this service, as alternate services or options for processing may be available. Please provide a quote.

Description	Rate
Cost for Hauling of Chipped Wood Waste and Chipped Yard and Garden Materials from Burton to the Nakusp Transfer Station.	\$ _____ /m ³
Cost for Hauling of Chipped Wood Waste and Chipped Yard and Garden Materials from Edgewood to the Nakusp Transfer Station.	\$ _____ /m ³

Schedule C-3: Extended or Reduced Hours of Operation Surcharge

Description	Rate
Fixed reduction or surcharge hourly rate to operate the Burton Transfer Station per hour for reduced or extended hours	Plus / Minus \$_____/hour
Fixed reduction or surcharge hourly rate to operate the Edgewood Transfer Station per hour for reduced or extended hours	Plus / Minus \$_____/hour

NOTE: The rate noted above will be read as PLUS (i.e. a contract price surcharge) for extended hours of operation and MINUS (i.e. a contract price reduction) for reduced hours of operation.

Schedule C-4: Force Account Rates

This section shall be read with and shall form part of the Contract Proposal Form.

The Contractor offers to do force account work at the following rates for personnel and equipment. Equipment rates include operator, fuel, maintenance, profit and overhead. Personnel rates include payroll cost of labour, all payroll burdens, room and board, and if applicable, overhead and profit. The cost of supervisors, timekeepers and other administrative and supervisory personnel and their vehicles are included in the overhead.

The Contractor understands that the Regional District may review these Force Account Rates and require changes for good cause.

The following Proposed rates shall form the basis of payment for changes in the work carried out in accordance with the Contract.

Personnel

Name	Occupation	Hourly Rate	Overtime Hourly Rate
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Equipment

Description (Model/Size & Year)	Serial #	Hourly Rate	Overtime Hourly Rate
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Note: Rate includes driver/operator			

Schedule C-5: Alternate Annual Adjustment:

Not Used

Signature of Proponent

SCHEDULE 3: EQUIPMENT LIST

The Proponent proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROONENT	RENTED OR LEASED

The Proponent must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

--

Signature of Proponent

SCHEDULE 4: PROPOSED SUB-CONTRACTORS

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

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

Item of Work to be Sub-Contracted	Name, Address and Telephone Number of Proposed Sub-Contractor

(If additional space is required use reverse side of this page.)

Signature of Proponent

SCHEDULE 5: ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Proposal.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Signature of Proponent

SCHEDULE 6: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Proponent shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Proponent's Experience on Projects of a Similar Nature

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Signature of Proponent

SCHEDULE 7: ENVIRONMENTAL ATTRIBUTES

The Regional District of Central Kootenay has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. Proponents are requested to provide details on what, if any, environmental attributes they will incorporate into the supply of the Services. Consideration of environmental attributes will form part of the overall evaluation of Proposals.

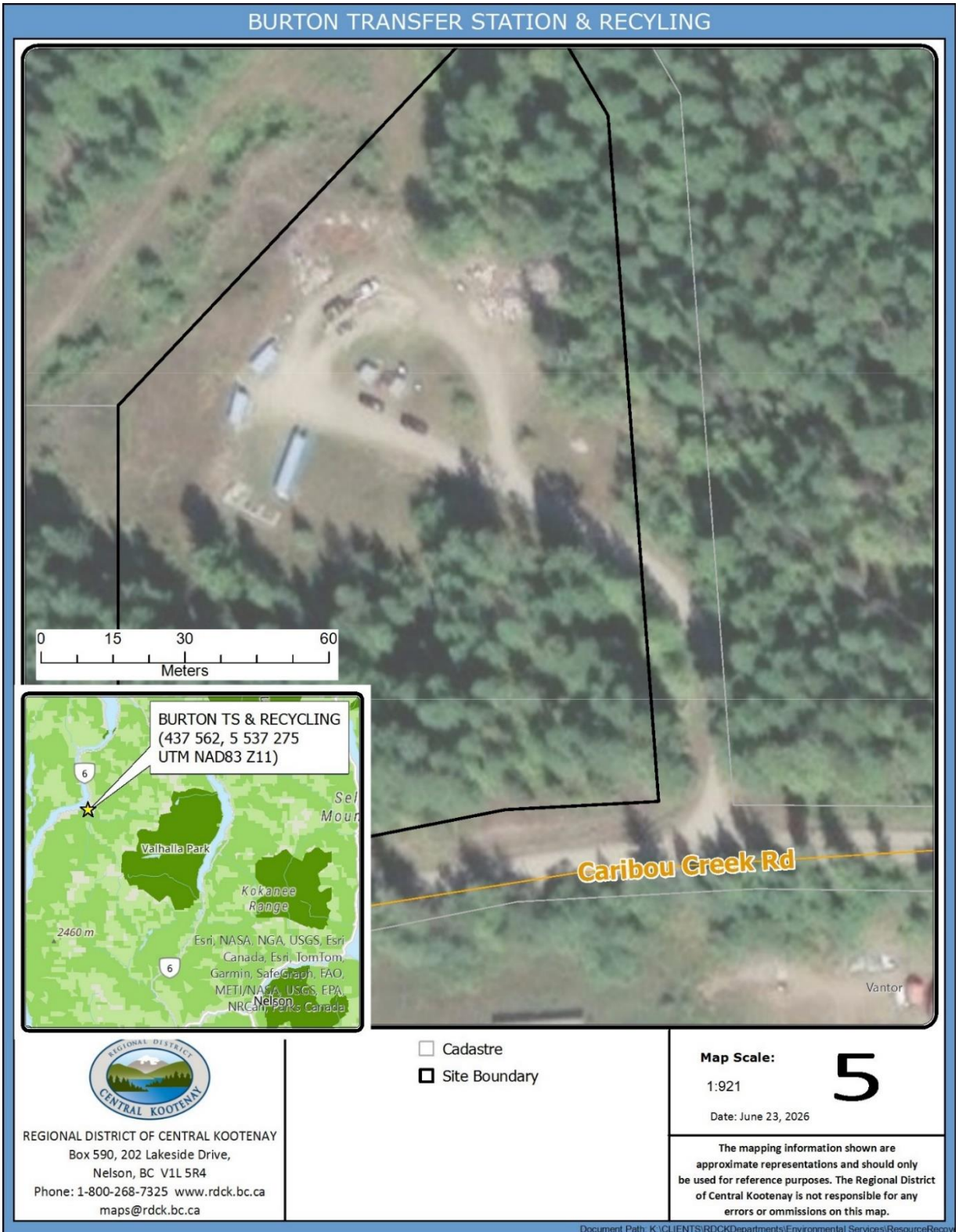
Examples of environmental attributes include but are not limited to:

- Proponent's corporate efforts to reduce greenhouse gas emissions;
- Proponent's use of alternative fuels in transportation operations;
- Proponent's use of cleaner burning diesel engines in vehicles; and
- Proponent's effort to limit the carbon footprint.

(If additional space is required use reverse side of this page.)

Signature of Proponent

APPENDIX A: SITE PLANS



REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive,
Nelson, BC V1L 5R4
Phone: 1-800-268-7325 www.rdck.bc.ca
maps@rdck.bc.ca

EDGEWOOD TRANSFER STATION & RECYLING



REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive,
Nelson, BC V1L 5R4
Phone: 1-800-268-7325 www.rdck.bc.ca
maps@rdck.bc.ca

- ☐ Cadastre
- ☒ Site Boundary

Map Scale:

1:960

Date: June 22, 2026

5

The mapping information shown are approximate representations and should only be used for reference purposes. The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.

Document Path: K:\CLIENTS\RDCK\Departments\Environmental Services\Resource Recovery

NAKUSP TRANSFER STATION, RECYCLING & LF



REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive,
Nelson, BC V1L 5R4
Phone: 1-800-268-7325 www.rdck.bc.ca
maps@rdck.bc.ca

- ☐ Cadastre
- ☒ Site Boundary

Map Scale:

1:1,980

5

Date: June 23, 2026

The mapping information shown are approximate representations and should only be used for reference purposes. The Regional District of Central Kootenay is not responsible for any errors or omissions on this map.

APPENDIX B: SAMPLE CONTRACT AND INSURANCE REQUIREMENTS



Services Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME
Project: Add project name
GL Code: Add account and work order OR see Schedule B

THIS AGREEMENT executed and dated for reference the:

day day of month, year
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the **RDCK**)
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

ADD CONTRACTOR NAME
(hereinafter called the **CONTRACTOR**)
at the following address:
Add address
City, Province, Postal Code

Agreement Administrator: Larry Brown
Telephone #: 250.551.0043
Email: lbrown@rdck.bc.ca

Agreement Administrator: **Add name**
Telephone: **Add phone #**
Email: **Add email**

1 FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in **Schedule A** of this Agreement (the **Services**).
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **[Start Date]** and ending on **[End Date]** (the **Term**). Agreement may be extended up to two (2) times for a one (1) year term upon mutual agreement.

- (d) **LOCATION:** The location for delivery of the Services shall be [Location].
- (e) **CONTRACT PRICE/RATE:** \$[Amount] (excluding GST) at the rates and on the terms set out in Schedules B and C.
- (f) **BILLING DATE:** Choose Billing Option.
- (g) The following Schedules incorporated into, and form part of this Agreement.

Schedule A: Description of Services
Schedule B: Contract Payment Terms
Schedule C: Pricing Schedules
Schedule D: Personnel & Equipment

- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

GENERAL CONTRACT CONDITIONS

2 The Contractor shall:

- (a) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (b) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
- (c) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (d) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (e) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (f) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (g) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (h) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
- (i) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.

ASSIGNMENT

- 3 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion

thereof, or their right, title, or interest therein, or their obligations there under without written consent of the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

INSURANCE

4 The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

- (a) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.
- (b) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence** with a **maximum deductible of \$5,000**;

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (ii) include the Contractor's Blanket contractual liability;
 - (iii) include a Cross Liability clause;
 - (iv) include occurrence property damage;
 - (v) include personal injury;
 - (vi) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (vii) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (viii) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- (c) pollution/environmental impairment liability insurance in the amount of **\$5,000,000 dollars per occurrence** and **\$5,000,000 dollars aggregate**, with a **maximum deductible of \$50,000**;

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
- (ii) include the Contractor's Blanket contractual liability;

- (iii) include a Cross Liability clause;
 - (iv) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (v) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (vi) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- (d) all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.

Such coverage will:

- (i) Include an Installation Floater

INDEMNITY

- 5 Notwithstanding the provision of any insurance coverage by the RDCK, the Contractor shall indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as Claims), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons.

COMPLIANCE WITH WORKERS COMPENSATION ACT

- 6 The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the Workers Compensation Act and the Occupational Health and Safety Regulations thereunder.
- 7 Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the Workers Compensation Act, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the Workers Compensation Act or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

- 8 In the event that the Contractor refuses or fails to comply with an order under the Workers Compensation Act or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Sections 21, 22, 23, 24 - RDCK's Right to Terminate the Contract.
- 9 The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter. The Contractor will Be responsible for all fines, levies, penalties and assessments made or imposed under the Worker's Compensation Act and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.

HEALTH AND SAFETY

- 10 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.
- 11 The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.
- 12 The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.
- 13 The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

INTENT OF CONTRACT DOCUMENTS

- 14 The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in **Schedule A** and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

RDCK REPRESENTATIVE'S AUTHORITY

- 15 The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the provisions of the Contract.

NOTICE TO PROCEED

- 16 Following the execution of the Contract by the Contractor and the provisions of the required Irrevocable Commercial Letter of Credit and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term,

unless otherwise directed in writing by the Manager or RDCK.

RDCK'S RIGHT TO OBTAIN SERVICES FROM OTHER SUPPLIERS

- 17** If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.
- 18** If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.
- 19** If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Irrevocable Commercial Letter of Credit.

RDCK'S RIGHT TO TERMINATE THE CONTRACT

- 20** If the Contractor should:
- (a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
 - (b) fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
 - (c) disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
 - (d) abandon the supply of the Services, or
 - (e) otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.
- 21** If the default is not corrected within forty-eight (48) hours, then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.
- 22** If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:
- (a) obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
 - (b) withhold any further payments to the Contractor until the supply of the Services is finished;
 - (c) upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Credit.
- 23** It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or

lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.

- 24 It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

CONTRACTOR'S RIGHT TO STOP SUPPLY OF SERVICES OR TERMINATE THE CONTRACT

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

SUB-CONTRACTORS

- 28 The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:
- (a) enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 29 The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.
- 30 The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in **Schedule E-Proposed Sub-Contractors**, and accepted by the RDCK for such portions of the supply of the Services as may be designated.
- 31 The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will

advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

- 32 Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.
- 33 Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

PRIVATE LAND

- 34 If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.
- 35 The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

DISPUTE RESOLUTION

- 36 All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.
- 37 In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.
- 38 Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

TAXES AND DUTIES

- 39 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

STAFF RESOURCES AND MANAGEMENT

- 40 The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.

- 41 The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.
- 42 The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

EMERGENCY CALL OUTS

- 43 Before commencement of the Contract, the Contractor shall provide to the Owner with a list of at least three names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency "call outs" in connection with Work under the Contract. Names are to be listed in **Schedule D – Personnel and Equipment**. At least one person on the list shall be available at all times outside of normal working hours. The Contractor shall issue an updated list whenever a change in call out personnel or phone numbers is made.

RIGHT TO AUDIT

- 44 Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

CHANGE IN THE SERVICES

- 45 The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.
- 46 If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in **Schedule C -Pricing Schedules**, or use one of more of the following methods in deciding such value:
- by unit prices submitted in the Proposal
 - by unit prices submitted by the Contractor and accepted by the RDCK
 - by lump sum on the Contractor's estimate and accepted by the RDCK
 - on a force account basis as specified hereinafter.

INSPECTION OF THE WORK

- 47 The Owner's Representative will inspect the Work during the period of operation and will observe the Work

in progress on behalf of the Regional District. The Owner's Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Agreement.

- 48 The Regional District and its representatives shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 49 If the specifications, the Regional District's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Owner's Representative timely notice of his readiness for inspection, and if the inspection is by an authority other than the Regional District, the date fixed for such inspection.
- 50 If any Work should be covered up without approval or consent of the Regional District it must, if required by the Regional District, be uncovered for examination at the Contractor's expense.
- 51 Examination of questioned Work may be ordered by the District and if so ordered the Work shall be uncovered by the Contractor. If such Work is found not to be in accordance with the Contract Documents through the fault of the Contractor, the Contractor shall pay the cost of examination and replacement of the Work. If such Work is found to be in accordance with the Contract Documents, the Regional District shall pay these costs.

CONTRACT PERFORMANCE REVIEWS

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

RIGHTS OF WAIVER

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

DUTY OF CARE

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

SEVERABILITY

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

COMPLIANCE WITH PERMITS, LAWS AND REGULATIONS

- 56 The laws and regulations of the place where the Services are supplied shall govern.

- 57 The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.
- 58 The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.
- 59 The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.
- 60 This Agreement shall be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

SECURITY FOR SUPPLY OF SERVICES

- 61 Unless otherwise agreed in writing by the RDCK, the Contractor must provide the RDCK security for the performance of its obligations under the Contract in the form of an Irrevocable Commercial Letter of Credit in the amount of 10% of the Contract Price detailed in this Schedule, which security was issued by a financial institution within the RDCK that is acceptable to the RDCK in its absolute discretion and in form and substance approved by the RDCK.

FORCE MAJEURE

- 62 In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract.*, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:
- (a) the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
 - (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
 - (c) the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
 - (d) when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

GENERAL

- 63 Time shall be of the essence of this Agreement.
- 64 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 65 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 66 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective

only if it is in writing and signed by the RDCK.

- 67** A waiver under Section 66 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 68** Everything produced, received or acquired (the “Material”) by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
- (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 69** The copyright in the Material belongs to the RDCK.
- 70** The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 71** Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 72** Where the Contractor is a partnership, all partners are to execute this Agreement.
- 73** Sections 2 c), d), Sections 5 and 69 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 74** Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	ADD CONTRACTOR NAME
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SCHEDULE A: DESCRIPTION OF SERVICES

1. Services Required

The Services to be supplied to the RDCK consist of the operation and maintenance of the Burton and Edgewood Transfer Stations as outlined in the detailed description of Services and relevant Specifications.

The Contractor is to supply all personnel, labour, materials, and equipment to provide the Transfer Station Operations and Maintenance service starting October 1, 2026, for three (3) years extending to September 30, 2029, with the possibility of two (2), one (1) year extensions.

The following locations will be provided by the RDCK for use by the Contractor for the waste collection program:

- Edgewood Transfer Station, 8855 Highway 6
Legally described as Lot 6 Block 6 and Lot 7 Plan NEP1214 District Lot 7892 Kootenay Land District Except Plan 8062.
- Burton Transfer Station, 248 Caribou Creek Road
Legally described as Lot 1 Plan NEP6834 District Lot 7700 Kootenay Land District.

The location of the Nakusp Transfer Station is 1420 Hot Springs Road, Nakusp, BC, legally described as District Lot 863 Kootenay Land District Exc (1) Blk A-C (2) Pl 9020.

The Contract will include the Operation and Maintenance cost for the Burton and Edgewood Transfer stations. The Contractor is required to collect fees from users, track sales and waste data in a manner determined by the RDCK, and will be required to pay these user-fees to the RDCK on a bi-monthly basis. All Municipal Solid Waste (MSW) will be transported to the Nakusp Transfer Station. The Contractor will not be charged user fees at the Nakusp Transfer Station. The cost to transport MSW to the Nakusp Transfer Station should be included in the overall monthly operations cost, as described in Schedule C-1.

Material screening and general operation of the Recycle BC Recycling Depots at both Transfer Stations is the responsibility of the Contractor.

The Contractor shall screen incoming waste loads for Recyclable Materials and encourage diversion. Onsite diversion materials shall include tires, automotive batteries, propane tanks and bottles, yard and garden, wood waste, and scrap metal. It is the responsibility of the Contractor to maintain storage areas in a neat and tidy manner.

The RDCK will coordinate the chipping of Wood Waste, and Yard & Garden Waste at each site. When deemed necessary, the Contractor may be required to transport this chipped material to the Nakusp Transfer Station, at a rate agreed in this Procurement, as per Schedule C-1. Some chipped material may be used for site management by the Contractor as necessary.

Services include the operation and maintenance of the Burton and Edgewood transfer stations in accordance with regulatory bylaws adopted or amended by the Board of the Regional District of Central Kootenay.

1.1 Local Conditions

The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself at his own cost and risk, with respect to the local conditions to be encountered and the quantities, quality and practicality of the work and of his methods of procedure. No verbal agreements or conversations with any

officer, agent, or employee of the District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.

1.2 Reference Points and Layout

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

The Contractor shall not proceed with the Work until he has received instructions required for the execution of the Work from the Regional District.

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

2. Hours of Operation

The Contractor is required to have staff present on site during all posted hours of operation. The hours of operation of the Burton and Edgewood Transfer Stations and the Nakusp Transfer Station are set at the sole discretion of the RDCK and may be adjusted from time to time.

The days and hours of operation at the Sites are as follows:

Hours of Operation		
Burton TS	Year Round	Sat: 10:00am - 2:00pm
Edgewood TS	Summer Jun 1 - Sep 30	Sun: 9:00am - 1:00 pm Sun & Wed: 9:00am - 1:00pm
	Winter October 1 – May 31	Sun: 9:00am - 1:00 pm
Nakusp TS (for waste acceptance)	Summer May 1 - Sep 30	Mon, Wed & Sat: 9:00am - 4:00pm
	Winter Oct 1 - Apr 30	Mon: 9:00am - 12:30pm Wed & Sat: 9:00am - 4:00pm

Sites will be closed on the following days:

- New Year's Day
- Labour Day
- Family Day
- Truth and Reconciliation Day
- Good Friday
- Thanksgiving Day
- Victoria Day
- Remembrance Day
- Canada Day
- Christmas Day
- British Columbia Day
- Boxing Day

In the case of adjusted hours of operation, payment to the Contractor will be adjusted based on Schedule C-3: Extended or Reduced Hours of Operation Surcharge

2.1 Off-Hour Site Access

The District may allow off-hour access to the Nakusp Transfer Station for disposal. Any allowed off-hour deposits must follow written procedures and reporting requirements as defined by the RDCK.

2.2 Site Operations

The Site shall remain open to the public as described in Section 2-Hours of Operation.

The Contractor shall continue work after hours as required to meet the daily specifications contained herein; including time to open and close bins, prepare the tidiness of the site, place signage and traffic controls etc.

On special occasions, the Contractor may be required to open the Site to coordinate with subcontractors or to accept loads outside of normal operating hours. Under such circumstances, the Contractor shall be paid for the time that their staff are at the Site and for 30 minutes of each mobilization / demobilization time at the hourly price specified in Schedule C-3: Extended or Reduced Hours of Operation Surcharge

The Regional District reserves the right to authorize Regional District vehicles or other Contractors working for the Regional District to access the Site after hours when the Contractor is not in attendance.

3. Personnel

The Contractor shall employ properly qualified and trained staff to carry out the Work. The Contractor acknowledges that its employees, agents and sub-contractors will come into contact with the public in the execution of this Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under this Contract shall conduct themselves in a courteous and polite manner towards the public.

The Contractor shall have sufficient personnel on duty at the Site at all times during the hours of operation together with the equipment specified in Schedule D: Personnel and Equipment to manage the receiving of waste and other items, to maintain the Site, and to provide assistance to the public and commercial users of the Site as required. The Contractor shall also be available at all times to respond to emergencies, should emergencies occur.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties under the Work (responding to spills, managing found Hazardous Wastes, etc.).

All employees employed by the Contractor must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. All employees shall be trained in the terms and conditions of this Contract and shall conduct their work at all times in accordance with these terms and conditions

The Regional District may request the Contractor to suspend, discharge or take other disciplinary action against any of his employees or agents involved in performing the works or providing the service required under this Contract for any one or more of the following, which may constitute an offence against and breach of the terms and conditions of this Contract when occurring during normal working hours or when the said employee or agent is performing any work or service under this Contract:

- a. intoxication;
- b. unauthorized operation of vehicles or other equipment;
- c. use of foul, profane, vulgar or obscene language;
- d. solicitation of gratuities or tips from any person for services performed under this contract;

- e. permitting unauthorized use of RDCK facilities by others ;
- f. wanton or malicious damage to or destruction of private or public property;
- g. willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations or Contractor's safety program and operational training
- h. any action which may constitute a public nuisance or disorderly conduct or be construed as abusive behaviour or be considered a threat to the public or public relations;
- i. any conviction under the Criminal Code of Canada or the offence Act of British Columbia of any employee or agent of the contractor for an act done in the course of his performance of work under this Contract.

The Contractor shall comply forthwith with each such request and shall satisfy the RDCK that the employee or agent has been properly disciplined and has given assurance that the offence and breach shall not recur or that the said employee or agent has been removed from further involvement with Work or service under this Contract.

All employees of the Contractor who will be working on RDCK property will be identified in Schedule D: Personnel and Equipment. The list of Contractor employees shall only be altered with advance written approval of the Regional District.

3.1 Outside of Operation Hours Call-Out Personnel

The Contractor shall provide the RDCK with the name and telephone number of an Outside of Operation Hours Call-Out Person who can be called outside normal working hours to act for the Contractor for "call outs" in connection with Work under the Contract. This Person's name and phone number are to be listed in Schedule D: Personnel and Equipment.

In the event of an emergency this person may be called on to attend the site and respond appropriately. This Person may be contacted by Emergency Services Personnel or the RDCK.

4. Work by Contractor

The Work of this Contract to be performed by the Contractor shall include all work necessary to properly operate the sites in a manner acceptable to the RDCK and in compliance with applicable regulations and without adverse impacts on neighbouring properties and residents in the area. Operation of the Edgewood and Burton Transfer Stations shall include, but not be limited to the following tasks:

- a. Keeping all required records, including but not limited to volume reports, and revenues collected, results of safety inspections and incident reports.
- b. Submitting records of incoming material volumes and revenues collected digitally at the end of each opening day, submitted in digital format acceptable to the RDCK.
- c. Keeping required records to submit Month End Product Summaries to the RDCK, to be submitted in digital format acceptable to the RDCK.
- d. Depositing collected revenues on a bi-monthly basis.
- e. Unlocking and locking entrance gates, and buildings on site and securing and locking the Sites at the end of the day.
- f. Representing the RDCK in a professional and courteous manner with all customer and public interactions.
- g. Collecting waste materials as outlined in the current RDCK Resource Recovery Bylaw, and transporting Mixed Waste and Controlled Waste to the Nakusp Transfer Station for disposal.
- h. Applying tipping fees for waste materials collected in accordance with RDCK regulatory bylaw, and collecting these fees and issuing a receipt to the customer. These fees must be tracked and reported digitally at the end of each opening day.
- i. Directing traffic to the appropriate unloading area and placing signs and barricades (supplied by the RDCK) to control traffic.

- j. Stay updated on the annual changes of the Regulatory bylaw, including but not limited to waste material types, disposal fees, controlled materials, prohibited materials, site regulations, disposal requirements, definitions, etc.
- k. Educate and inform the public regarding the RDCK Resource Recovery Bylaw requirements and enforce as required.
- l. Checking and ensuring that customers deposit any Controlled Waste substances at the designated Controlled Waste area in accordance with the RDCK's disposal bylaw and provincial regulations.
- m. Supervising unloading of loads at all areas on the facility to ensure that customers do not contaminate areas with undesirable materials. If material becomes contaminated, contractor will be required to sort material prior to disposing at Nakusp Transfer Station or to pay any extra fees for contaminated material or cleanup required.
- n. Supervising unloading of waste materials at all areas on site to ensure prohibited and unacceptable controlled materials are turned away as per the bylaw
- o. Inspect incoming loads prior to deposit in the bins or stockpile areas for compliance with the RDCK Resource Recovery Bylaw.
- p. Supervising and maintaining the Wood Waste and Yard and Garden storage areas.
- q. Operating, supervising and maintaining storage areas and/or bins/bunkers for recycled goods and diverted waste materials including, but not limited to wood waste, yard and garden waste, Scrap Metals, ODS Containing Appliances, propane tanks, tires, and lead acid batteries. This includes but is not limited to ensuring safe and easy access to stockpiles, and compact and orderly stockpiles to enable easy collection.
- r. Ensuring roads and operating surfaces are maintained in good condition, including snow removal, fixing pot holes and other small repairs.
- s. Removing snow and sanding all roads, foot traffic areas and operational areas, including clearing snow from 3' around bins, railings, gates, tipping areas, waste stockpiles, buildings/porta-potty roofs, signs, and other key areas, as described in detail in Section 20.
- t. Maintaining and servicing all equipment required as part of the Contract and maintaining service records as required by applicable legislation.
- u. Erecting and relocating litter control fencing, if required. Fencing will be supplied by the RDCK.
- v. Collecting litter daily at the Site and at entrance gate and area within 50m of entrance gate and maintain a clean, litter free area.
- w. Collecting litter along the public roadways approaching the Site if required, a minimum of twice a year.
- x. Communicating with RDCK about required signage. Signs will be provided by the RDCK. Contractor is responsible for erecting signs.
- y. Other Force Account work as directed and authorized by the RDCK.
- z. Provisional work items that the RDCK may elect to include in the scope of work for this Contract including operating the Transfer Stations for extended or reduced hours.
 - aa. Operations and maintenance of front gate.
 - bb. Surveillance and preventative works to limit trespassing.
 - cc. Regular safety inspections and adherence to safe work procedures under safety program and applicable regulations.

Notwithstanding the Contractor's responsibilities, the RDCK 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 RDCK may, at its discretion, retain others to carry out work on and around the Site.

5. Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor shall supply all labour, materials, plant facilities and equipment and direction necessary to faithfully perform all requirements of the Contract.
- b. During peak periods more than one staff member may be required during operating hours to oversee all operations, including waste and recycling areas.
- c. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with WorkSafeBC regulations, is worn during the performance of the Contract.
- d. The Contractor shall report any problem waste, Hazardous Waste, etc. encountered in collection, by email or other approved method, to the Regional District on the day of occurrence.
- e. The Contractor shall present a positive image to residents by using clean, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- f. The Contractor shall also, within six months from the commencement of the Contract, obtain certification in WorkSafeBC recognized First Aid Level One and Workplace Hazardous Material Information System (WHMIS). The cost of all training shall be at the Contractor's expense. All certifications must be maintained by the Contractor throughout the Term.
- g. Proof of certification for the above noted courses shall be required. In the event that proof of certification is not received within six (6) months of the commencement of the Contract, a monthly penalty of ten (10%) percent of the monthly contract payment due to the Contractor can apply until such time as the RDCK receives proof of certification.

6. Contractor's Equipment

The Contractor shall at all times provide, maintain and operate a sufficient number of vehicles, as approved by the RDCK, to properly maintain the level of service specified in this Contract.

Prior to commencing the Work, the Contractor must submit a list containing make and model years of all equipment used in the Work to the RDCK for approval. The Contractor must demonstrate that the maximum lifting height for customers into the bins to dispose of waste shall be 1067 mm (42").

The Contractor shall provide the following minimum equipment:

- Total 12 cubic yard hauling capacity with mechanical compaction capability; and/or total 20 cubic yard hauling capacity without mechanical compaction
- Capability to cover and secure load.

The Contractor shall ensure that all equipment comply with all Federal, Provincial and Municipal government requirements. The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of the equipment supplied, including fuel, licensing, insurance, regular washing, storage, paint and other expenses.

The RDCK agrees to allow the Contractor to store his Equipment at the Site during non-operating hours, but accepts no responsibility for damage or vandalism. The Contractor shall not store any other Equipment or material at the Transfer Stations other than that Equipment and materials used for Transfer Site operations or construction or maintenance of equipment or as otherwise permitted by the RDCK. All Contractor equipment shall be removed from the Site at the termination of the Contract or if the equipment is deemed unusable for operations.

7. Health and Safety

The Contractor will be designated the Prime Contractor for the Site according to the definition given in the *Definitions Section* and in accordance with WorkSafe BC regulations.

The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the performance of the Work. This requirement shall apply during the Contract period and not be limited to normal working hours.

The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workmen or agents.

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. Safety provisions shall conform to all applicable federal, provincial, and regional laws, RDCK's policies and procedures developed for the Transfer Station, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent shall be followed.

The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafeBC and shall incorporate all of the RDCK's operating requirements and restrictions. This will include quarterly meetings where the contractor will meet with the RDCK representative to provide and report on the current safety program, provide incident reports, and any relevant information. This may be in the form of a phone call.

An appropriate Health & Safety Plan includes, but is not limited to:

- OHS Policy
- Risk Assessments
- Safe Work Procedure for first aid & working alone
- Emergency Response plan

The Contractor shall inform all workers, Sub-contractors and their workers, and the public attending the job Site through the course of the Work of the potential for potentially Hazardous Waste and the importance of safety precautions to ensure the safety of all workers and the public.

The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the performance of the Work.

8. Site Security

It shall be the responsibility of the Contractor to ensure the Edgewood and Burton sites are kept secure at all times by ensuring that the entrance gates are kept locked at all times other than during the normal hours of operation.

The Contractor shall be responsible for securing all equipment and supplies to prevent them from being stolen or vandalized. Any additional security measures that the Contractor may deem necessary to secure the Site must be discussed with the RDCK prior to enacting.

The Contractor shall report any unauthorized access of the Transfer Station immediately to the RDCK.

9. Salvaging

Salvaging of materials from any part of the site by the Contractor is prohibited, unless the material is for the operation and use of the transfer station, and must be reported to the RDCK representative. The Contractor will be responsible for enforcing RDCK prohibitions on scavenging and salvaging at the Sites.

The removal of topsoil, cover material, sand, gravel or related material from the Site is strictly prohibited.

10. Waste for Transfer to Nakusp

All Municipal Solid Waste, unless authorized by the RDCK, will be disposed of at the Nakusp Transfer Station during normal hours of operation. Off-hour deposits may be allowed with prior written permission from the RDCK.

11. Recycling Programs

The Contractor shall cooperate with any authorized recycling program. The Extended Producer Responsibility stewardship program and/or the associated service providers may change from time to time. Except where noted, the RDCK shall coordinate service requests upon notification of need from the Contractor unless designated in writing that the Contract shall contact a recycling program service provider directly.

The Contractor shall encourage recycling in the Regional District by directing Transfer Station customers who bring acceptable recyclables to the Site to the appropriate recycling areas on-site or to other recycling facilities in the vicinity.

11.1 Recycle BC Recycling Depot Operations

The RDCK is part of the Recycle BC (RBC) program. The Contractor will be responsible for operating the recycling depots located at each Transfer Station. The Edgewood Depot is a CORE depot, while the Burton Depot is a Satellite Depot. At CORE Recycling Depot, five categories of materials are accepted (Paper and Cardboard, Mixed Containers, Flexible Plastics, White and Color Foam Packaging, Glass), and at Satellite Depot, three categories of materials are accepted (Paper and Cardboard, Mixed Containers. ICI recyclable materials are NOT accepted at neither Recycling Depots. ICI recyclable materials are deemed contaminants under Recycle BC's program.

Responsibilities of the Contractor in the operation of these depots include:

Opening and Closing

- Unlock containers at start of day.
- Tidy illegal dumping that may have occurred.
- Sort any materials illegally dumped or in incorrect containers in a safe manner.
- Move any full supersacks out of way and set up empty Mega-bags.
- Add barcode stickers on full supersacks prior to pickups.
- Lock up area/containers at end of day. Record the number of full Supersacks and approximate fill level of any roll-off bins on site at the end of the shift using a Daily Report.

Ongoing throughout shift

- Meet & greet depot users to provide instruction.
- Monitor loads that customers are bringing into the recycling facility, for compliance with the current Resource Recovery Facilities Regulatory Bylaw and Recycle BC Depot Guidelines.
- Monitor recycling bins between waste customers.
- Maintain cleanliness, tidies up the site, remove materials that have been put in the wrong place to the right spot (where feasible)
- Advise customers when prohibited and controlled materials are identified during a recycling screening (such as ICI loads) and provides education regarding alternative options for disposal and general RDCK Resource Recovery policies.
- Promote reduction of dumping of controlled materials, and promote regional initiatives such as Trash to Treasure, Household Hazardous Waste Roundups, and point source management of stewardship programs.

11.2 Other Recyclable Materials

The Contractor shall assist in the maintenance of on-site marshalling areas for the following materials:

- Wood Waste and Yard and Garden Waste
- Scrap Metals Propane Tanks, Major Appliances and Excluded ODS-Containing Products
- Reuse shed (currently closed due to COVID-19)
- Tires
- Batteries

The Contractor may be asked to provide additional recycling facilities for other products at the Site in the future or to close certain areas if alternate facilities are provided for these products by the private sector within the Regional District.

The Contractor shall be responsible for ensuring that recyclable products are well sorted and neatly stacked. This includes, but is not limited to:

- Tires relatively cleaned and undamaged, separated into 3 areas for on and off rims and by size and stacked neatly in piles of 5.
- ODS appliances emptied and neatly lined upright in rows with the backs of the unit accessible.

The Contractor shall complete a Month End Product Summary reporting on all other recyclable materials using provided forms and the MARR program reporting using provided forms. The RDCK will arrange for the pick-up and processing of all other recyclable materials.

11.2.1 Wood Waste and Yard & Garden Waste

The Contractor shall stockpile Wood Waste and Yard & Garden Waste at a storage area on each Site as designated by the RDCK's Representative. The Contractor shall report volumes of stockpiled material to the RDCK on a monthly basis using a form provided by the RDCK. The RDCK will arrange for the chipping of material when needed. This material may be used by the Contractor for site activities, such as road maintenance and site levelling, with authorization from the RDCK.

At rates described in Schedule C-2, the RDCK may request the Contractor to haul chipped Wood Waste and Yard & Garden waste to the Nakusp Landfill. The RDCK is under no obligation to hire the Contractor for this service, as alternate services or options for processing may be available.

No burning of Wood Waste or Yard and Garden Waste shall be permitted.

11.2.2 Scrap Metal, Propane Tanks, Major Appliances and Excluded ODS-Containing Products

The Contractor shall stockpile Scrap Metal, Propane Tanks, Major Appliances, and Excluded ODS-Containing Products in a storage area designated by the RDCK's Representative and ensure that the stockpile is consolidated using the Contractors equipment, on a periodic basis, as required through the Contract term.

The Contractor shall handle Scrap Metal, Propane Tanks and Major Appliances and Excluded ODS-Containing Products by:

- a. directing loads of clean Scrap Metal and all Major Appliances and Excluded ODS-Containing Products to the designated storage areas;

- b. directing refrigeration units containing ODS to a separate collection area where units must be stored upright until the ODS is collected;
- c. incorporating units clearly labelled as ODS-free into the Scrap Metal stockpile once ODS materials have been removed;
- d. consolidating the pile as required by the Owner's Representative;
- e. cleaning up the site after Scrap Metal is removed by Other Contractors;
- f. propane tanks are neatly and safely stacked; and
- g. mini propane tanks are stored in either containers provided by the propane collectors, or covered containers, or in heavy duty contractor bags (25 per bag).

Payment for neatly stockpiling the Scrap Metal, Propane Tanks, Major Appliances and Excluded ODS-Containing Products and removing contaminants at a storage area designated by the RDCK's Representative will be included in the bi-monthly payment.

The RDCK shall arrange to have the ODS-Containing Products and other halocarbons drained from refrigeration appliances at the Site by an authorized technician. Once the CFRC/HFC is removed it shall be moved by the contractor to the Scrap Metal storage stockpile.

The RDCK shall periodically contract with a Scrap Metal dealer to crush, compact and haul away collected Scrap Metal and non-ODS Containing Products.

11.2.3 Reuse Shed

The Contractor must screen materials intended for the Reuse Shed to ensure they are acceptable for reuse. Items not deemed reusable must be directed for disposal.

When requested by RDCK staff and on a regular basis, the Contractor shall assist with moving items determined by the RDCK to be non-reusable from the reuse shed to the appropriate disposal or recycling area.

Materials deposited in the Reuse Shed are charged in accordance with the current Resource Recovery Bylaw. Acceptance of material is not for free and revenues are to be reported in the Daily Summary.

11.2.4 Tires

Passenger car and light truck tires shall be sorted, in an area designated by the RDCK's Representative, into three defined stockpiles:

- (1) tires off rim
- (2) tires on rim (16" or smaller or marked P, LT or T), and
- (3) tires on rim (larger than 16" and not marked P, LT and T).

The Regional District shall arrange to have the tires shipped off-site for recycling as part of the Provincial Tire Stewardship Program. The Contractor is responsible for coordinating with the RDCK representative to ensure accurate and timely tire counts are provided, to coordinate with the tire recycler if needed, and to ensure the tires are stored in a neat and tidy manner as per the recycler's requirements.

Tires with tread code C (Compactor), E (Earthmoving), G (Grader), L (Loader), IND (Industrial) or NHS (Not for Highway Service) generally referred to as Grader/Loader or Small-Off-The-Road or Large-Off-The-Road tires are not accepted as part of the Provincial Stewardship Program, and therefore, are NOT accepted at either Site. The Contractor shall direct customers to the Nakusp landfill for Disposal.

11.2.5 Batteries

An area for on-site stockpile of automotive batteries shall be provided and maintained and wherever possible the Contractor shall direct and/or remove lead acid batteries if inappropriately disposed and deposit them in the designated area.

The Regional District shall arrange to have the batteries shipped off-site for recycling. The Contractor is responsible for coordinating with the RDCK representative to ensure accurate and timely battery counts are provided, to coordinate with the tire recycler if needed, and to ensure the batteries are stored in a neat and tidy manner as per the recycler's requirements.

12. User Fees

The RDCK has initiated waste disposal user fees at all Resource Recovery Facilities as detailed in Schedules A-1, A-2 and A-3 to Resource Recovery Facilities Regulatory Bylaw. The User Fee Schedules are updated periodically and are subject to change without notice.

The Contractor will collect and submit any and all applicable user fees as outlined in the current Resource Recovery Facilities Regulatory Bylaw - User Fee Schedule A-2 (user fees currently in effect) at the Transfer Stations.

Fees shall be collected, recorded, and submitted digitally, or a mutually agreed alternative, to the RDCK after each day of opening. The fees collected at the Sites cannot exceed those indicated in the User Fee Schedule.

The RDCK will provide the Contractor with a ticket/receipt book. It is expected that every transaction results in the generation of a receipt.

Fees collected will be deposited in the bank or electronically transferred to the RDCK on maximum of a bi-monthly basis. Deposit summaries reconciled with the hard copy daily receipts over the monthly period shall be submitted via registered mail to the RDCK on same day as bank deposits. Any discrepancies shall be addressed immediately with the RDCK representative. The RDCK reserves the right to adjust the frequency of deposits if there are issues with reconciliation.

Both sites are "cash only" sites. The Contractor will be responsible for providing a cash float sufficient for operations.

13. Waste Screening

The Contractor shall screen loads to detect recyclable materials, prohibited or controlled waste so that it is prevented from being disposed of incorrectly and inform the public regarding the RDCK Resource Recovery Bylaw requirements.

14. Use of Shelter

The RDCK shall provide shelter, and the rental of port-a-potty units and propane tanks at the Edgewood and Burton Transfer Stations. Any and all costs associated with the maintenance of the shelter are the responsibility of the Contractor including propane delivery, porta-potty cleanings and servicing, but excluding any applicable utility costs. Arrangement of servicing and delivery is up to the contractor. It is expected that the cleanliness of the porta-potty is maintained at a standard acceptable for use by RDCK representatives.

15. Use of Sites

The Contractor shall have use of the Sites only for the purpose of waste transfer or waste collection services and any other associated RDCK waste collection and waste reduction programs. The Contractor is not authorized to use the Sites for other business purposes or personal use or benefit.

16. Education and Promotion

The RDCK is responsible for general public education initiatives relating to solid waste disposal, reuse and recycling. Education may include but is not limited to media news releases, preparation and distribution of newsletters and brochures and public meetings. The contractor will be responsible to participate in this as directed, which may include posting of temporary signs, educating the public on changes, handing out promotional material, etc.

17. Litter Collection

The Contractor shall be required to collect litter frequently and to keep the Sites tidy at all times, free from all loose paper, plastic, cardboard, litter, debris and similar material. The Contractor shall also collect any material that has blown from the Sites onto adjacent property. The Contractor shall remove and dispose of waste that has been placed in an unauthorized area on the Sites or in the vicinity of the gate outside the Sites at no extra cost to the RDCK.

The RDCK may order the collection of litter whenever such collection is deemed necessary.

From time to time, solids spillage may occur at the Sites. The Contractor shall be responsible for clean-up of spillage, and transporting collected material to the Nakusp Transfer Station.

Both Sites are not fully fenced, and some amount of illegal dumping does occur. The Contractor shall be responsible for periodic clean-up of illegally dumped material and transporting collected material to the Transfer Station. The RDCK recognizes that the Contractor will be hauling material for which no user fees were collected. To maintain accuracy of records, the Contractor is required to photograph large items or collections, and estimate the volume collected on a monthly basis. This will be recorded in the Month End Product Summary provided by the RDCK.

Payment for picking up and/or disposing of litter will be included in the monthly payment.

18. Snow Removal

All equipment, labour, materials and associated costs for the maintenance and snow removal services will be the responsibility of the Contractor. The Contractor shall have the required expertise to carry out the Work in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. Snow removal will be conducted as close as possible to the specified opening hours of the Site but no more than twice per day. Snow removal is not required on days the site is not open to the public unless large storm accumulations justify removal between opening days or weather conditions are predicted that would make it impossible to clear snow in time for the site to be open. For example, if the weather forecast is for a warming then freezing period, the snow should be cleared so that it doesn't melt and freeze, becoming impossible to clear.
- b. The Contractor shall monitor the weather at the site to determine if snow removal or sanding is necessary. This may require the Contractor to make a visit to the site, or to have staff that are local to the site which can provide the Contractor with real time weather updates.

- c. Hand shoveling of some portions of the depot/transfer station is required to achieve the expected standards of the sites. The Contractor is expected to work this into the cost of snow removal as additional payment will not be made.
- d. Sanding or spreading of salt in the depot/transfer station area will be conducted with each snow clearing that occurs as close as possible to the specified opening hours of the site to ensure public areas are safe for foot and vehicle traffic. It is not required on days the site is not open to the public, even if snow clearing services have been required. Ensure the depot/transfer station area is maintained in such a way that the user has safe footing in the pedestrian areas and driving areas.
- e. Sanding or spreading of salt may be required on days even if snow removal is not required. The same level of expectation around monitoring and providing this service applies.
- f. Snow will be stored in such a manner and location that it does not interfere with access to the operations of the depot/transfer station and does not damage RDCK property. Areas that must be left clear of snow berms include but are not limited to the roadways, bins, stockpile areas and access, gates, base of bins, and attendant hut.
- g. The Contractor is expected to perform snow removal in such a way that plans ahead for snow storage needs throughout the snow season. This includes pre-planning for snow storage areas during the examination of site.
- h. A three-foot radius around the bins must be cleared of snow. If the equipment cannot remove the snow flush to the bins they must be hand shoveled. This may require a second staff person or additional hours and should be considered.
- i. The snow underneath and in front of any railings/gates must be cleared. This may require hand shoveling.

19. Recording and Reporting Fuel Consumption

The RDCK requires that contractors communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th.

Contractor to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of your solid waste collection, transportation, and diversion service to the RDCK:

1. Vehicle class;
2. Type of fuel used by each vehicle; and
3. Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

Vehicle Class	Includes
Light Duty Vehicle	• 2 door passenger cars • 4 door passenger cars • Station Wagon
Light Duty Truck	• SUV's, minivans • Full-size vans • Pickup trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	• Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kb (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	• Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.

20. Reports and Meetings

The Contractor will:

- a. Digitally (by email), submit reports at the end of each operating day to the RDCK's Representative as to the daily volume and types of waste collected, and fees collected per Site. Refer to Appendix C Example for an example of the report format to be used. The RDCK will supply the form in Microsoft Excel format or an alternate agreed upon format for submission by the Contractor.
- b. Digitally (by email), submit Monthly End Product Summary reports at the end of each month, summarizing stockpile volumes and remaining capacity to allow for the RDCK to schedule servicing.
- c. Digitally, (by email), on a monthly basis submit inventory of MARR items collected.
- d. Permit the RDCK's Representative at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents and material whether complete or otherwise that have been produced, received or acquired by the Contractor on behalf of the RDCK, or provided by the RDCK to the Contractor as a result of the Contract.
- e. The Contractor is required to attend bi-monthly operations meetings with the RDCK representative for the duration of the contract to discuss/review any and all issues related to the delivery of services included within this contract. The Contractor/RDCK shall record minutes and distribute copies within 7 days of each meeting. These meetings can either be in person, telephone, or video conference at the preference of the attendees. Agenda for each meeting shall include the following, as a minimum:
 - .1 Approval of minutes of previous meeting.
 - .2 Work progress since previous meeting.
 - .3 Field observations, including any problems, difficulties, or concerns.
 - .4 Proposed changes in the Work.
 - .5 Requests for information.
 - .6 Site safety issues.
 - .7 Other business.

SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

- 1 Total budget shall not exceed \$[Amount] (excluding GST) over the **three year** contract term unless otherwise negotiated in advance of the work completed. Costs shall be based on amounts in **Schedule C** (excluding GST).

INVOICING

- 2 Invoices to be submitted **Choose Billing Option**.
- 3 The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **2026-178-ENV**
GL Code: **ACCOUNT # & WORK ORDER #**
- 4 Invoices must be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.
- 5 Invoices to be paid on net 30 day term.
- 6 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.
- 7 The Contractor's name on the invoice must match the name identified in the first page of this contract.
- 8 Invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca no later than January 15th of the following year.

PAYMENT WITHHELD OR DEDUCTED

- 9 The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:
 - (a) the Contractor is not making satisfactory progress with the supply of the Services;
 - (b) defective Services which are not remedied;
 - (c) if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
 - (d) damages caused to another party by the Contractor;
 - (e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
 - (f) the RDCK has corrected deficiencies under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

MONIES DUE TO THE RDCK

- 10 The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.
- 11 All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, or Section 6 of this

Schedule - *Liquidated Damages*, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Irrevocable Commercial Letter of Credit. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

- 12 The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

LIQUIDATED DAMAGES

- 13 In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per Sections 10,11 and 12 of this Schedule - *Monies Due to the RDCK*.

NEGOTIATIONS DURING CONTRACT TERM

- 14 If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

ANNUAL ADJUSTMENTS

- 15 The price as presented in Schedule C: *Pricing Schedules* shall be adjusted annually on the anniversary date of the Contract according to the following formula:

Cumulative Annual Contract Price x Percentage Change of the Statistics Canada Average Consumer Price Index for British Columbia for the Transportation Industry of the 12 months prior to the month immediately preceding the date for which the fee rate is being adjusted.

- 16 On the anniversary of the Contract it is the responsibility of the Contractor to engage with the RDCK to determine any adjustments. Supporting calculations and documentation shall be available for both parties to review and approve. The Contractor shall adjust invoices accordingly as soon as possible.
- 17 The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. The tables referenced by Statistics Canada will be the most up to date and relevant tables available at the time of the adjustment. No other adjustment to the Contract Price will be made during the term of the Contract.

SCHEDULE C: PRICING SCHEDULES

Schedule C-1: Contract Price

This section shall be read with and shall form part of the Contract Form. The Proponent hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

Annual Cost for Operation and Maintenance of both the Burton and Edgewood Sites

Operations and Maintenance Services \$ _____

Goods & Services Sales Tax (GST) \$ _____

TOTAL (annual) \$ _____

The table below calculates the Total Estimated Contract Price. Use the Total Estimated Annual Cost above and multiply by three (3) to calculate the Total Contract Price for the 3 year term.

TOTAL ESTIMATED 3 YEAR CONTRACT PRICE INCLUDING GST	\$
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Schedule C-2: Contract Alterations

If requested, the Contractor shall transport chipped material to the Nakusp Landfill at the following rates. The RDCK is under no obligation to hire the Contractor for this service, as alternate services or options for processing may be available.

Description	Rate
Cost for Hauling of Chipped Wood Waste and Chipped Yard and Garden Materials from Burton to the Nakusp Transfer Station.	\$ /m ³
Cost for Hauling of Chipped Wood Waste and Chipped Yard and Garden Materials from Edgewood to the Nakusp Transfer Station.	\$ /m ³

Schedule C-3: Extended or Reduced Hours of Operation Surcharge

Description	Rate
Fixed reduction or surcharge hourly rate to operate the Burton Transfer Station per hour for reduced or extended hours	Plus / Minus \$_____/hour

Fixed reduction or surcharge hourly rate to operate the Edgewood Transfer Station per hour for reduced or extended hours	Plus / Minus \$_____/hour
---	---------------------------

NOTE: The rate noted above will be read as PLUS (i.e. a contract price surcharge) for extended hours of operation and MINUS (i.e. a contract price reduction) for reduced hours of operation.

Schedule C-4: Force Account Rates

This section shall be read with and shall form part of the Contract Proposal Form.

The Contractor offers to do force account work at the following rates for personnel and equipment. Equipment rates include operator, fuel, maintenance, profit and overhead. Personnel rates include payroll cost of labour, all payroll burdens, room and board, and if applicable, overhead and profit. The cost of supervisors, timekeepers and other administrative and supervisory personnel and their vehicles are included in the overhead.

The Contractor understands that the Regional District may review these Force Account Rates and require changes for good cause.

The following Proposed rates shall form the basis of payment for changes in the work carried out in accordance with the Contract.

Personnel

Name	Occupation	Hourly Rate	Overtime Hourly Rate
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Equipment

Description (Model/Size & Year)	Serial #	Hourly Rate	Overtime Hourly Rate
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Note: Rate includes driver/operator

SCHEDULE D: PERSONNEL & EQUIPMENT

The Contractor shall use the equipment listed below in supplying the Services covered by the Contract:

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROONENT	RENTED OR LEASED

The Contractor agrees to the following contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

SCHEDULE E - SUBCONTRACTORS

The Contractor shall use only the Sub-Contractor listed below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

Item of Work to be Sub-Contracted	Name, Address and Telephone Number of Proposed Sub-Contractor



Contract No. 2026-178-ENV

[Click here to enter a date](#)

Dear Insurance Broker:

RE: STANDARD CERTIFICATE OF INSURANCE FORM

Your client, [Contractor's Name as it appears on the Contract](#), is preparing to enter into a contractual agreement with the Regional District of Central Kootenay for the operation and maintenance of the Burton and Edgewood Transfer Stations at the following location(s):

- Edgewood Transfer Station, 8855 Highway 6
- Burton Transfer Station, 248 Caribou Creek Road

As per our insurer's recommendation, a separate Standard Certificate of Insurance Form is needed for each contract, therefore it is possible that if your client has more than one contract with the RDCK, you may be asked to complete this form more than once.

As proof that their insurance coverage meets their contractual requirements, we require their broker complete the attached Standard Certificate of Insurance Form. Their contract insurance terms are copied below.

- 4** *The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:*

- (a) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.*
- (b) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence with a maximum deductible of \$5,000**;*

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;*
- (ii) include the Contractor's Blanket contractual liability;*
- (iii) include a Cross Liability clause;*
- (iv) include occurrence property damage;*

- (v) *include personal injury;*
- (vi) *include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);*
- (vii) *be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;*
- (viii) *require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.*

(c) *pollution/environmental impairment liability insurance in the amount of **\$5,000,000 dollars per occurrence** and **\$5,000,000 dollars aggregate**, with a **maximum deductible of \$50,000**;*

Such insurance will:

- (i) *name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;*
- (ii) *include the Contractor's Blanket contractual liability;*
- (iii) *include a Cross Liability clause;*
- (iv) *include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);*
- (v) *be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;*
- (vi) *require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.*

(d) *all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.*

Such coverage will:

- (i) *Include an Installation Floater*

In addition, please note the following maximum deductibles accepted as per the RDCK's policy on Minimum required amounts of insurance for contracts:

- All Risk Property Insurance \$5,000
- Commercial General Liability Insurance \$5,000
- Pollution/Environmental Impairment Liability Insurance \$50,000

If your client's insurance coverage meets the above requirements, please complete the attached Standard Certificate of Insurance Form and return the completed form to them. If your client's insurance coverage does not meet these requirements, please contact your client directly to discuss any coverage adjustments needed prior to completing this form. Note that the Insured name on the Standard Certificate of Insurance Form must match the client name as it appears in this letter.

Sincerely,

RDCK



Certificate of Insurance Form

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time.

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

This Certificate is issued to the Regional District of Central Kootenay

Insured Name: _____

Address: _____

Broker Name: _____ Agent's Name: _____

Address: _____ Phone: _____

Title, number and nature of contract, permit, lease, license or operation to which this Certificate applies:

Type of Insurance	Insurer Name and Policy Number	Policy Term dd/mm/yy	Limits of Liability/Amounts
Section 1 Commercial General Liability Occurrence Form Claims Made Form		From: To:	Bodily Injury, Death & Property Damage \$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 2 Umbrella Liability Excess Liability		From: To:	\$ _____ Umbrella Liability \$ _____ Excess Gen. Liability
Section 3 Professional/Errors and Omissions Liability Occurrence Form Claims Made Form		From: To:	\$ _____ Per Claim \$ _____ Aggregate \$ _____ Deductible Per Claim

Section 4 Environmental Impairment Liability Occurrence Form Claims Made Form		From: To:	\$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 5 Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$ _____ Limit
Section 6 All Risk Property - Contractor's Equipment		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible
Section 7 Other (Specify)		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible

Details of Coverage (Sections 1 & 2) ☒ indicates that the coverage is included.

The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured

Blanket Contractual

Cross Liability/
Severability Interests

Occurrence Property Damage

Personal Injury
Property & operations

Waiver of subrogation in favour of the RDCK

Coverage is primary and not contributory

30 days notice of cancellation

Non-owned automobile

Particulars of Environmental Impairment Liability Insurance (Section 4) ☒ indicates that the coverage is included.

The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured

Blanket Contractual

Cross Liability/
Severability Interests

Waiver of subrogation in favour of the RDCK

Coverage is primary and not contributory

30 days notice of cancellation

Details of Coverage (Sections 6): ☒ indicates that the coverage is included.

Installation Floater

Details of Coverage (Sections 7): ☒ indicates that the coverage is included.

These policies comply with the insurance requirements of the governing contract, permit, lease, license or other requirements of the Regional District of Central Kootenay. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Signature and Broker's Stamp
Authorized to Sign on Behalf of Insurers

Title

Date Signed

Broker Comments

SAMPLE