



INVITATION TO TENDER

**GROUNDWATER MONITORING
TENDER # 5884**

FOR

ISLAND WASTE MANAGEMENT CORPORATION

PROVINCE OF PRINCE EDWARD ISLAND

Submissions will be received at Island Waste Management Corporation INFORMATION
E-MAIL ONLY (info@iwmc.pe.ca) prior to 2:00 PM (ADT) local time, Wednesday,
May 25th, 2022.

Submissions must be one (1) electronic copy saved as a Portable Document Format (PDF).
The file name on the electronic copy should include an abbreviated form of the Proponent's
name and Tender #5884.

Tender documents may be downloaded at:

iwmc.pe.ca/ground-water-monitoring-tender

or

www.gov.pe.ca/tenders

Due to COVID-19 the tenders will not be opened publicly. Neither the lowest nor any tender
will necessarily be accepted.

CONTRACT A

INSTRUCTIONS TO BIDDERS ISLAND WASTE MANAGEMENT CORPORATION GROUNDWATER MONITORING - PEI LANDFILL SITES

1. **SECURING DOCUMENTS**

Copies of the Tender Bid Package are available by downloading them at:
iwmc.pe.ca/ground-water-monitoring-tender

or

www.gov.pe.ca/tenders

2. **TENDER CLOSING DATE**

Submissions must be submitted prior to 2:00 PM, local time, (ADT) Wednesday, May 25th, 2022, the "Tender Closing Date".

3. **TENDER SUBMISSION**

Proponents should submit their submission containing one (1) electronic copy saved as a Portable Document Format (PDF) to info@iwmc.pe.ca. The file name on the electronic copy should include an abbreviated form of the Proponent's name and Tender #. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials with their bid.

The Proponent is solely responsible for the submission of its proposal to the exact e-mail location indicated in this Tender prior to the Tender Closing Date. IWMC does not accept any responsibility for proposals e-mailed to any other e-mail location by the Proponent or its delivery agents.

Proposals submitted after the Tender Closing Date will be rejected.

IWMC will not accept proposals submitted by facsimile transfer, courier, mail, hand delivery or any other electronic means.

Due to COVID the tenders will not be opened publicly.

4. TENDER BID PACKAGE

The complete tender bid package includes the following:

1. Invitation to Tender
2. Instructions to Bidders (Contract A)
3. Tender Form
4. Contractual Agreement (Contract B)
5. Sample Report (QCRL)
6. Appendix A (Testing Parameters)
7. Appendix B (Well Coordinate List)

5. BIDDERS RESPONSIBILITY

(i) Examination of Tender Bid Package

Before submitting a tender, each bidder shall carefully examine the complete Tender Bid Package documents and be familiar with all working conditions and take into consideration all such conditions when submitting a bid. No allowance shall be made to any bidder because of lack of such examination or knowledge.

(ii) Examination of Legislation

Before submitting a tender, each bidder shall familiarize themselves with all applicable legislation which governs and impacts on the performance of work including; Workers Compensation Act, Occupational Health and Safety Act, Highway Traffic Act, and PEI Environmental Protection Act.

(iii) Independent advice

The Bidder is responsible for obtaining, prior to submitting a tender, independent financial, legal, accounting, engineering, environmental and other technical advice.

6. INTERPRETATION OF TENDER BID PACKAGES

If a potential bidder is in doubt as to the meaning of any part of the Tender Bid Package, or finds discrepancies or omissions from any part of the Tender Bid Package, the bidder may request an interpretation or correction thereof at any time prior to the Tender Closing Date. Any interpretation or correction of the Tender Bid Package by the Corporation shall be made only by written Addendum and shall be posted on the IWMC web site and the PEI Government Tender page. It is the bidder's sole responsibility to monitor the IWMC web site or PEI Government Tender page for any addenda which may be issued during the tender process. The Corporation shall not be responsible for any other explanation or interpretation of the Tender Bid Package. All communications regarding this work and the tender process shall be addressed to the attention of **Heather Myers** at the Charlottetown Office of the Corporation (**hmyers@iwmc.pe.ca – phone 902-368-5033**). A written response should be available no later than three calendar days before the tender

closing date.

7. SECURITY REQUIREMENTS

Contract Security

The successful Bidder shall be required to provide the Corporation with a Performance Bond or a performance deposit in the form of a certified cheque payable to the Corporation in the amount of \$5,000. The required Bond shall be payable to the Corporation and shall contain such terms and conditions as are acceptable to the Corporation. The performance deposit shall be invested in a term deposit and the interest earned thereon shall be paid to the contractor when the deposit is returned at the end of the Term.

8. COMPETENCY OF BIDDER AND BUSINESS PROFILE

Bidder must be capable of performing the various items of work bid upon. Each proponent is to provide a business profile outlining corporate information, years of experience, qualifications of staff, major customers, two business references, officers of the company, etc. The Corporation reserves the right to independently verify the information provided.

9. TENDER FORM

In order to receive consideration, all bids shall be completed in strict accordance with the following:

(i) Forms

All bids shall be made upon the forms provided, properly executed and with all items completed. The wording of the Tender Form shall not be changed, and words shall not be added or subtracted except where specifically authorized by the Corporation in writing. Unauthorized conditions, limitations or provisions attached to the proposal may be cause for rejection of the proposal. Alterations by erasure or inter-lineation shall be explained or noted in the bid over the signature of the bidder.

(ii) Name of Bidder

If the bidder is an individual, the name and address must be shown; if the bidder is a partnership, the name and address of each partner must be shown. If the bidder is a company, the name, title and phone number of all officers must be provided and the proper persons authorized to enter into contracts for the company must sign the Forms of Tender and the corporate seal must be affixed. If the successful bidder is a company, it may be required to furnish, prior to award of the contract, a copy of the resolution of the Board of Directors authorizing the signing officer(s) to sign the tender on behalf of the company.

(iii) **Tender on Part or All of Contract**

Tenders must be for all of the work. Tenders for part of contract will not be accepted. Bidders are required to submit their bid on the attached tender sheet.

10. AMENDMENT OF SUBMISSIONS PRIOR TO TENDER CLOSING DATE

Proponents may amend their submissions prior to the Tender Closing Date by submitting the amendment by e-mail to info@iwmc.pe.ca prominently marked in the subject line the word "Amendment" with the Tender title and number and full legal name of the Proponent. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Tender Closing Date will not be accepted. Amendments must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

11. WITHDRAWAL OF SUBMISSIONS

(i) **Prior to Opening**

Proponents may withdraw their submission prior to the Tender Closing Date. To withdraw a submission, a notice of withdrawal must be received by the Tender Contact by e-mail prior to the Tender Closing Date and must be signed by an authorized representative of the Proponent. IWMC is under no obligation to return withdrawn submissions.

(ii) **Submissions irrevocable after Tender Closing Date**

Submissions shall be irrevocable for a period of thirty (30) days from the Tender Closing Date.

12. AWARD OR REJECTION OF TENDERS

(i) **Reserves the Right**

The Corporation reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender or revised tender which it may consider to be in its best interest. The Corporation also reserves the right to waive formality, informality or technicality in any tender. While the lowest tender will be of prime consideration in determining which tender offers the best value to the Corporation, the Corporation's assessment of the bidder's overall competence and capability to perform the contract will be critical factors in the selection of a successful bidder.

(ii) **No Obligation or Liability**

Submission of a Tender shall not obligate nor should it be construed as obligating the Corporation to accept any such offer or to proceed further with the project.

The Corporation may in its sole discretion elect not to proceed with the project and may elect not to accept any proposal for any reason. The Corporation shall not be liable for any information or advice or any errors or admissions which may be contained in the documents, addendum, appendices, data, materials or other documents disclosed or provided to the Bidder pursuant to this Request for Tenders. The Corporation makes no representation or warranty express or implied in fact or in law with respect to the accuracy or completeness of this Invitation to Tender and the Corporation shall not be responsible for any action, cost or liability whatsoever arising from the Bidder's reliance or use of such documents, appendices, data, and materials presented in respect to this project.

(iii) **Unsuccessful Tenders**

Unsuccessful bidders shall be notified in writing by the Corporation no later than ten (10) days after the Tender closing date.

(iv) **Successful Tenders**

The successful bidder shall be notified in writing by the Corporation no later than ten (10) days after the Tender closing date.

13. EXECUTION OF AGREEMENT

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Tender Bid Package as Contract B and shall be carefully examined by each bidder. The Successful Bidder shall, within 5 days after notice of award and receipt of Agreement forms from the Corporation, execute and deliver to the Corporation all required copies of the Agreement together with the required insurance certificates, and the required contract security as outlined, all in form and content acceptable to the Corporation.

14. DEFINITIONS

All definitions used in this document shall be the same as those used in Item 1 of Contract B, which is part of this tender package.

15. SCOPE OF WORK

This tender is to select a contractor to conduct a groundwater-monitoring program at four landfill sites across the Province of Prince Edward Island. Only one of these, East Prince Waste Management Facility, continues as an active landfill.

The four sites are considered to be potable commercial/industrial, coarse-grained soil type. For the purposes of comparison, the analytical test results are to be compared to the Guidelines for Canadian Drinking Water Quality published by Health Canada.

Additionally, results of the petroleum hydrocarbon analyses are also to be compared to the Atlantic RBCA Version 3 – Tier 1 Risk Based Screening Levels.

Previous data must be presented as well so trends can be looked at.

A sample report from one of the previous years sampling at Queens County Regional Landfill (QCRL) is attached. The successful bidder must produce a report for each site following sampling and testing, which closely replicates the sample report attached. It is intended that the array of parameters tested should continue to be done at least as thoroughly as in past seasons, although contractors may choose to provide additional information if they feel it provides a more complete analysis at the sites.

The following is a brief description of the sites and a map of well locations for each. **It is important to note the well locations are placed on these maps to provide general location only, co-ordinates are attached as Appendix B, these were developed using a hand-held GPS unit. Contractors will be responsible to locate the wells when necessary, IWMC will provide all reasonable assistance in this search.**

East Prince Waste Management Facility (EPWMF)

The EPWMF is the only active site and is located on the north side of Highway No. 2 on a 200-hectare parcel of land in Wellington Centre, Prince County, Prince Edward Island. There is a 450m wide buffer zone between the facility and the nearest body of water (i.e., Goose Creek) to the north. The facility includes a scale house, a compost building and a state-of-the-art sanitary landfill with on-site leachate treatment. White goods (i.e., large appliances), metals, tires, household hazardous materials, and residential recyclable materials are stored in separate areas on the EPWMF property until they are collected for proper disposal or recovery.

For the composting process, the facility uses an aerobic, windrow style composting operation. The feedstock for the composting process includes food-waste, non-recyclable paper products, biosolids and food/potato processing wastes. The facility processes organics only occasionally, and produces approximately 1000 tonnes of compost per year.



Prince County Regional Landfill (PCRL)

The former St. Eleanors landfill is located along the north side of the Lyle Road, between Compton Creek and Middle Creek, in North St. Eleanors, Prince County, Prince Edward Island. The former St. Eleanors landfill was operational between 1977 and 1995/96 as a provincially owned and operated landfill facility. Prior to this, local residents from the Village of St. Eleanors disposed of solid waste and incinerator ash (produced on-site) at the facility from approximately 1965 to 1977.

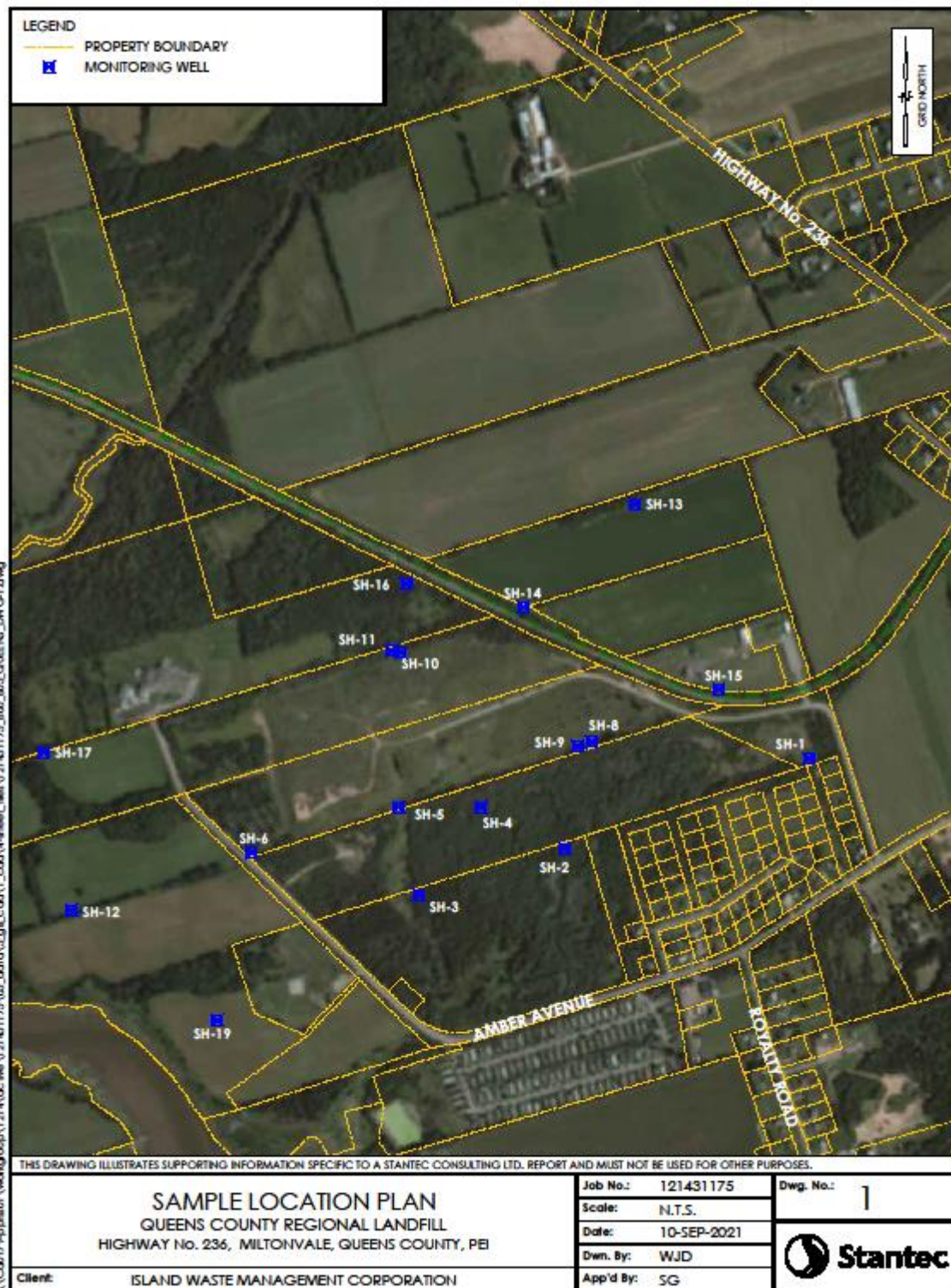
A topographical high runs through the landfill site, approximately 30m southeast of Middle Creek, with most of the landfill site sloping gently downward to the east towards Compton Creek. Land located west of the topographical high slopes downward to the west towards Middle Creek.



Queens County Regional Landfill (QCRL)

The former Queens County Regional Landfill also referred to as the former Sleepy Hollow Landfill is located on the north side of Highway No. 236 within the Community of Miltonvale (Sleepy Hollow), Queens County, Prince Edward Island. The former Queens County Regional Landfill was in operation from 1986 to 2003, and, prior to opening, was subjected to a detailed hydrogeological investigation. The landfill site lies in the Sleepy Hollow district of the Miltonvale Park, and is located approximately 200m south of the Sleepy Hollow Correctional Centre. The estuary of the North River lies to the west and southwest of the site, and a small-unnamed tributary to the North River borders the area on the south and southeast.

The land slopes to the south and southwest towards the river at the gradient of approximately 2 to 4 percent. Prior to the opening of the landfill, the dominant land use in the vicinity was agricultural and institutional. A portion of the area was undeveloped forested land, which occupied a band of marsh averaging 50m in width extending along the shore of the North River. A mobile home subdivision is located approximately 250m to the southeast of the site, and several single-family dwellings are located some 450m south of the site. During operation, the landfill was used as the disposal site for the greater Queens County region with disposal of domestic garbage and other materials under special permit of the Prince Edward Island Department of Environment, Energy and Forestry (PEIDEEF). The site has a monitoring system (groundwater monitor wells) surrounding the landfill to measure leachate from the site and any possible off-site migration.



Kings County Regional Landfill (KCRL)

The former Kings County Regional Landfill, also referred to as the former Cardigan Landfill, is located 1.5km northeast of the Village of Cardigan, and approximately 10km northeast of Montague, Kings County, Prince Edward Island. The former Kings Country Regional Landfill was in operation from 1978 to 1996 as a provincially owned and operated regional landfill facility. Prior to this, the Community of Cardigan had used a portion of the site (southeast of the present landfill) for the disposal of solid waste between 1972 and 1978.

The landfill is located in an area that slopes gently southwest towards the Cardigan River estuary located 1km to the southwest. Ground surface elevation ranges from 33 to 36m in the vicinity of the landfill and drainage is to the south, west and northwest controlled by tributaries of the Cardigan River. The site has a monitoring system (i.e. groundwater monitor wells) surrounding the landfill to measure leachate from the site and any possible off-site migration.



16. **SERVICES**

The successful bidder shall be responsible to collect samples at each of the above sites once yearly, prepare and deliver these samples to an accredited laboratory, and have these tested for the entire testing parameters as listed in Appendix A - attached - with the exceptions noted below.

Upon receipt of the sampling results, the contractor shall prepare a report for each site, and this report shall include:

- (i) a water table measurement prior to the purging of each well;
- (ii) a table that indicates well depth, casing length and elevation of top of casing for each monitoring well;
- (iii) all sample results and an interpretation to explain these results.

Along with the report, an original electronic spreadsheet with the data must be provided to help aid in reviewing the data.

The samples are to be collected at each site during the summer months (June, July or August), and reports provided as follows:

EPWMF – 1 electronic report; electronic spreadsheet; 2 hard copy reports

QCRL – 1 electronic report; electronic spreadsheet; 2 hard copy reports

KCRL- 1 electronic report; electronic spreadsheet; 1 hard copy report

PCRL – 1 electronic report; electronic spreadsheet; 1 hard copy report

The sample collection includes:

EPWMF - 22 monitoring wells, 2 sediment ponds (SP-1 & SP-2), 2 manholes (M-3 & M-4), and 1 spring (artesian well) (SW-19). Samples are to be analyzed for the parameters listed in Column 1, Appendix A, except for the 2 sediment ponds, 2 manholes and SW19, which are surface water and should use parameters from Column 2, Appendix A. **The Volatile Organics section of Appendix A** applies only to W18, W34, and 2 sediment ponds for this contract.

PCRL - 6 monitoring wells & 4 surface water samples.

Column 1 - Appendix A, applies to the wells, Column 2 to the stream samples. **Well 2S only** will be analyzed for VOCs, and 2S & 2D are to be tested for Petroleum Hydrocarbons.

QCRL - 17 monitoring wells.

Samples are to be analyzed for Column 1 parameters, Appendix A, **except that only SH5 & SH10 shall be analyzed for VOCs and also for PCBs, Dioxins & Furans.**

KCRL - 21 monitoring wells

Samples are to be analyzed for Column 1 parameters Appendix A. Only Wells **1, 2, 10, 12, 13, 14, 17, & 34 and LH-1 are to be analyzed for VOCs as listed in Appendix A.**

17. PERFORMANCE

The successful bidder is required to provide their own pump, electricity, and local, on-site transport at each of the landfill sites to be sampled. In East Prince, an off-road vehicle is available for use at this site; the contractor must pre-arrange this use with the Facility Supervisor.

An Environmental Management Committee oversees the East Prince Site, and the Contractor may be required to give a presentation to this Committee once yearly to discuss the results in the report.

At the remaining three sites, it may be necessary to employ some type of off-road vehicle to reach some of the more remotely situated wells; this vehicle is the contractor's responsibility.

There may be some wells becoming obscured by tree growth, upon receipt of contractor's request, IWMC will take whatever steps deemed necessary to clear these for subsequent sample events.

The sample collection and preservation must be conducted in accordance with current industry practices and standards. Bidders are required to describe how this was conducted in their report.

Many of the monitoring wells are equipped with a Watera bailing system, but regardless of what method the successful bidder chooses to employ, each well must be bailed a minimum of three (3) well volumes, and the technician must wait until the well volume has returned to at least 80% capacity prior to sample collection.

An accredited laboratory must be used for the analysis.

18. BILLING PROCEDURE

(i) Invoices

The contractor shall submit an invoice for all the work involved in sample collecting, analyzing, and reporting with each completed report submitted, for the amount as agreed in the tender document.

(ii) Payment

IWMC, upon receipt and approval of an invoice from the Contractor, will pay the Contractor the sum owed within 30 days of receiving the invoice.

19. INSURANCE REQUIREMENTS

The Contractor shall, without limiting their obligations or liabilities herein, and at their own expense, provide and maintain the following insurances in forms and amounts acceptable to the Government of Prince Edward Island.

(i) Comprehensive General Liability

In an amount not less than \$3,000,000.00 (three million dollars) inclusive per occurrences against bodily injury and property damage. The Government of Prince Edward Island is to be added as an insured under this policy and such insurance shall include, but not be limited to:

- (a)** Blanket Written Contractual Liability Including this agreement;
- (b)** Personal Injury Liability;
- (c)** Non-owned Automobile Liability;
- (d)** Cross-Liability;
- (e)** Operation of Attached Machinery.

(ii) Automotive Liability

Of vehicles owned, leased, operated or licensed in the name of the Contractor shall be in an amount not less than \$3,000,000.00 (three million dollars).

(iii) Environmental Impairment/Contractors Pollution Liability

Environmental Impairment/Contractors Pollution Liability coverages for the services having a limit of not less than \$3,000,000.00 (three million dollars) per occurrence. The policy will be maintained for a period of not less than six (6) years.

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

(iv) Proof of Insurance

A certified copy of the required insurance shall be furnished to the Corporation along with the Tender Form, and shall be considered as an essential part to constitute a legitimate bid.

Approval by the Corporation of any insurance policy of the Contractor shall in no way relieve the Contractor of their obligations to provide the insurance referred to in the contract nor shall it imply that the policies are in accordance with the terms of this agreement.

- (a)** All required insurance shall be endorsed to provide the Corporation with sixty (60) days advance written notice of cancellation or material change.
- (b)** The Contractor hereby waives all rights of recourse against the Corporation and the Province with regard to damage to the Contractor's property.
- (c)** The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that which is required by this contract.

20. ARBITRATION

In the case of any dispute arising between IWMC and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the provisions of The Arbitration Act of Prince Edward Island.

Arbitration proceedings shall not take place until after the completion or alleged completion of the work except, (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

21. INDEPENDENT CONTRACTOR

It is agreed that the Contractor is and shall be an independent contractor and is not, and shall not represent himself to be, an agent of Her Majesty the Queen, the Government of Prince Edward Island, or IWMC.

22. IWMC'S RIGHT TO DO WORK

If, in the opinion of IWMC, the Contractor neglects to execute the work properly or fails to perform any provisions of this Contract, IWMC, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor including any surety or other Bond filed by the Contractor.

23. TERM OF CONTRACT

This contract will be for three years and shall commence on June 1, 2022 and shall be complete on May 31, 2025. The contract may be extended for an additional one year by mutual agreement between the two parties.

Failure by the two parties to reach such agreement will result in termination of the contract on May 31, 2025.

APPENDIX A

GROUNDWATER, LEACHATE AND SURFACE WATER MONITORING PARAMETERS

Parameter Group	Column 1	Column 2
	Comprehensive List for Groundwater and Leachate	Indicator List for Surface Water
Inorganics		
	Alkalinity	Alkalinity
	Ammonia	Ammonia
	Arsenic	
	Barium	
	Boron	
	Cadmium	
	Calcium	
	Chloride	Chloride
	Chromium	
	Conductivity	Conductivity
	Copper	
	Iron	
	Lead	
	Magnesium	
	Manganese	
	Mercury	
	Nitrate	Nitrate
	Nitrite	Nitrite
	Total Kjeldahl Nitrogen	Total Kjeldahl Nitrogen
	pH	pH
	Total Phosphorus	Total Phosphorus
	Potassium	
	Sodium	
	Suspended Solids	Suspended Solids
	Total Suspended Solids	Total Suspended Solids
	Sulphate	Sulphate
	Zinc	

Volatile Organics		
	Benzene	
	1,4 Dichlorobenzene	
	Dichloromethane	
	Toluene	
	Vinyl Chloride	
Other Organics		
		Biochemical Oxygen (BOD)
	Chemical Oxygen	Chemical Oxygen Demand
	Dissolved Organic Carbon	
	Phenol	Phenol
Field Parameters		
		Temperature
	pH	pH
	Conductivity	Conductivity
		Dissolved Oxygen
		Flow

TENDER FORM
ISLAND WASTE MANAGEMENT CORPORATION
GROUNDWATER MONITORING-
PEI LANDFILL SITES - 2022

1. BIDDER

Company Name: _____

Bidder Name: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____

Telephone Number: _____

Cell Phone Number: _____

(herein called the 'Bidder')

2. TO:

Island Waste Management Corporation
110 Watts Avenue
West Royalty Business Park
Charlottetown, PEI C1E 2C1

(herein called the 'Corporation')

Having carefully examined the complete tender bid package as defined in Item 3 of Contract A and having examined all conditions affecting the Work, the Bidder hereby offers to carry out the work and furnish all materials, equipment and labour necessary therefore as outlined and in accordance with Item 13 of Contract A for the sum of:

\$ _____

For all three years (Plus HST)

As detailed below:

<u>SITE</u>	<u>PRICE PER SAMPLING EVENT</u>	<u>EVENTS PER YEAR</u>	<u>TOTAL</u>
<u>EPWMF</u>			
Collect samples from 22 monitoring wells, 2 sediment ponds, 2 manholes, 2 surface water, analyze and prepare reports as per Item 13, Contract A	_____	1	_____
<u>PCRL</u>			
Collect samples from 6 monitoring wells, Compton's Creek Upper & Lower, and Middle Creek U&L, analyze and prepare reports as per Item 13, Contract A	_____	1	_____
<u>QCRL</u>			
Collect samples from 17 monitoring wells, analyze and prepare reports as per Item 13, Contract A	_____	1	_____
<u>KCRL</u>			
Collect samples from 21 monitoring & leachate wells, analyze & prepare reports as per item 13, contract A	_____	1	_____

TOTAL YEARLY BID PRICE: \$ _____
(Plus HST)

DATED AT _____, in the Province of _____,
this _____ day of _____, A.D., 2022.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
_____)
Witness) Contractor

CONTRACT DOCUMENTS

BETWEEN

ISLAND WASTE MANAGEMENT CORPORATION

AND

(Contractor)

GROUNDWATER MONITORING - PEI LANDFILL SITES

_____, 2022

CONTRACT B

CONTRACTUAL AGREEMENT

THIS AGREEMENT made this ____ day of _____.

BETWEEN:

Island Waste Management Corporation
as represented by its Chief Executive Officer
(hereinafter referred to as the "Corporation")

OF THE FIRST PART,
- and

(hereinafter referred to as the "Contractor")

OF THE SECOND PART,

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

In this document:

"Contractor" - Contractor means the individual, partnership, corporation or other entity whose proposal is accepted by the Corporation to perform the Work and includes any legal representative of the Contractor.

"Corporation" - means Island Waste Management Corporation or its authorized representative.

"Work" - means the services, activities, operations, works, matters or other things required to be done, performed or applied by the Contractor under this Contract as stipulated in Contract A, and including all extras or additional work or material duly authorized by the Corporation under the terms of this Contract, and also includes the reports produced by the Contractor and provided to IWMC.

2. CONTRACTORS RESPONSIBILITIES

i) Perform All Work

The Contractor shall provide and perform all work required by or under this Agreement and the tender form document attached and shall complete the work for \$_____ (Plus HST) which is the price submitted in the tender form document (Copy attached).

ii) Comply with Statutory Requirements

- (a)** The Contractor shall comply with all federal, provincial and municipal legislation which may have application to the services being performed under this Contract and it shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to sales taxes, Income Tax, Canada Pension Plan, Employment Insurance, Goods and Services Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person or limited company in connection with the services to be performed under this agreement.
- (b)** The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates and in addition shall provide operating and safety training to the satisfaction of the Corporation, for all personnel employed for the Contract and the vehicles shall have and carry at all times a First Aid Kit and fire extinguisher provided by the Contractor and approved by the Corporation.
- (c)** The Contractor, before undertaking any work under this agreement shall provide a certificate of good standing issued by the Workers Compensation Board of PEI and a certificate of good standing issued by the Corporations Division, PEI Justice and Public Safety.

3. INSURANCE REQUIREMENTS

The Contractor shall, without limiting their obligations or liabilities herein, and at their own expense, provide and maintain the following insurances in forms and amounts acceptable to the Government of Prince Edward Island.

i) Comprehensive General Liability

In an amount not less than \$3,000,000.00 (three million dollars) inclusive per occurrences against bodily injury and property damage. The Government of Prince Edward Island is to be added as an insured under this policy and such insurance shall include, but not be limited to:

- (a) Blanket Written Contractual Liability Including this agreement;
- (b) Personal Injury Liability;
- (c) Non-owned Automobile Liability;
- (d) Cross-Liability;
- (e) Operation of Attached Machinery.

ii) Automotive Liability

Of vehicles owned, leased, operated or licensed in the name of the Contractor shall be in an amount not less than \$3,000,000.00 (three million dollars).

iii) Environmental Impairment/Contractors Pollution Liability

Environmental Impairment/Contractors Pollution Liability coverages for the services having a limit of not less than \$3,000,000.00 (three million dollars) per occurrence. The policy will be maintained for a period of not less than six (6) years.

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

iv) Proof of Insurance

A certified copy of the required insurance shall be furnished to the Corporation along with the Tender Form, and shall be considered as an essential part to constitute a legitimate bid.

Approval by the Corporation of any insurance policy of the Contractor shall in no way relieve the Contractor of their obligations to provide the insurance referred to in the contract nor shall it imply that the policies are in accordance with the terms of this agreement.

- (a) All required insurance shall be endorsed to provide the Corporation with sixty (60) days advance written notice of cancellation or material change.
- (b) The Contractor hereby waives all rights of recourse against the Corporation and the Province with regard to damage to the Contractor's property.
- (c) The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that which is required by this contract.

4. OWNERSHIP OF REPORTS

The Corporation shall own the reports produced and provided to it by the Contractor and shall have exclusive right and authority to use such reports in any manner it deems appropriate in carrying out its responsibilities.

5. WAIVER

No condoning, excusing or overlooking by the Corporation or any person acting on its behalf, on previous occasions, of breaches or default similar to that for which any action is taken or power exercised or forfeiture is claimed or enforced against the Contractor shall be taken to operate as a waiver of any provision of this Contract, nor to defeat or prejudice in any way the rights of the Corporation hereunder.

6. CONFIDENTIALITY

Any and all information available to the Contractor as a result of this agreement shall be treated as confidential information and the Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this agreement, any information, knowledge or data gathered as a result of the performance of this agreement, unless the written consent of the Corporation is first obtained or unless the information, knowledge or data is of general availability to the members of the public. The Contractor agrees that all documents, goods, designs or programs, submitted or prepared by the Contractor under this agreement are the property of the Corporation and the copyright therein vests in the Corporation.

7. HOLD HARMLESS & INDEMNITY AGREEMENT

The *Contractor* shall indemnify and hold harmless Island Waste Management Corporation, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of this Agreement (herein called "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the *Contractor* or anyone for whom the *Contractor* may be liable.

8. ASSIGNMENT

- (i) This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Corporation.
- (ii) This agreement shall enure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns.

9. REMEDY

If, in the opinion of the Corporation, the Contractor neglects to execute the work or fails to perform any provision of this Contract, the Corporation, following the expiration of five (5) consecutive days= written notice hand-delivered to the office of the Contractor at the address on the Tender Form, may without prejudice to any other right or remedy it may have, make good such deficiencies. The costs incurred by the Corporation for the remedy of any such deficiency(ies) shall be deducted from any amount otherwise owing to the Contractor under this contract and retained by the Corporation. In the event such costs exceed the amount otherwise owing to the Contractor under this contract, such excess amount shall be invoiced by the Corporation to the Contractor and that amount shall be due and payable immediately by the Contractor.

10. ENTIRE CONTRACT

This agreement together with all items as listed in Section 3 of Contract A, tender form and addenda attached hereto constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.

11. ARBITRATION

In the event of differences between the parties to the Contract as to the interpretation, application or administration of this Contract, such differences shall be settled by appointment of a single Arbitrator pursuant to and in accordance with the provisions of the Arbitration Act. The Contractor shall continue diligently to prosecute the work pending determination of any dispute. In the event the Contractor refuses to proceed diligently with the work or any portion thereof, the Contractor shall be directly responsible for all damages to the Corporation as a result of such stoppage and, in addition to any other right, the Corporation shall have the right to complete the work and to recover the cost of same from the Contractor and may deduct the cost from any payment then or thereafter due to the Contractor.

12. LAW OF CONTRACT

This Contract shall be governed by the laws of the Province of Prince Edward Island and the laws of Canada applicable therein and the parties do hereby irrevocably submit and attorn to the jurisdiction of the Courts of the Province of Prince Edward Island in respect of all matters arising out of or relating to this Contract or the transactions contemplated hereby.

13. TERM OF CONTRACT

This contract will be for three years and shall commence on June 1, 2022 and shall be complete on May 31, 2025. The contract may be extended for an additional one year by mutual agreement between the two parties.

Failure by the two parties to reach such agreement will result in termination of the contract on May 31, 2025.

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

SIGNED, SEALED AND DELIVERED

in the presence of:

)
)
)
)
)
)
)
)
)
)

Contractor

Per: _____

Witness

Island Waste Management Corporation

Per: _____

Witness

APPENDIX B

Well Location Coordinates, Garmin Handheld GPS

Note: This list may not be complete, and co-ordinate's accuracy is not guaranteed due to difficulty getting satellite reception in treed areas.

EPWMEF

Well No	GPS Coordinates	
14	N 46° - 45.5967	W 63° - 95.2759
15	N 46° - 45.5990	W 63° - 95.2930
16	N 46° - 45.2370	W 63° - 94.9226
17	N 46° - 45.1382	W 63° - 94.8765
18	N 46° - 45.4525	W 63° - 95.0172
19		
20	N 46° - 45.1946	W 63° - 95.7512
21	N 46° - 45.1946	W 63° - 95.7512
22 (artesian)	N 46° - 45.5357	W 63° - 95.5055
23	N 46° - 44.9017	W 63° - 94.9219
24	N 46° - 44.9463	W 63° - 95.2969
25	N 46° - 45.0684	W 63° - 95.8870
27		
30	N 46° - 45.2679	W 63° - 95.7260
31	N 46° - 44.9104	W 63° - 94.9186
32	N 46° - 45.5086	W 63° - 95.2831
33	N 46° - 45.536	W 63° - 94.9421
34	N 46° - 45.53	W 63° - 94.938
35	N 46° - 45.4792	W 63° - 94.8708
36	N 46° - 45.3	W 63° - 94.9
39	N 46° - 45.0520	W 63° - 95.1084
41	N 46° - 45.2099	W 63° - 95.1271
SP1	N 46° - 45.4964	W 63° - 94.9104
SP2	N 46° - 45.5551	W 63° - 95.1862
M-3	(same as SP1)	
M-4	(same as SP2)	
LA	N 46° - 46.456142	W 63° - 95.8584
LB	N 46° - 46.458130	W 63° - 96.0400

KCRL

Well No	GPS Coordinates	
1	N 46° - 14.605	W 62° - 36.712
2	N 46° - 14.605	W 62° - 36.712
3	N 46° - 14.566	W 62° - 36.638
7		
9	N 46° - 14.566	W 62° - 36.638
10	N 46° - 14.702	W 62° - 36.851
11	N 46° - 14.702	W 62° - 36.851
12	N 46° - 14.583	W 62° - 36.808
13	N 46° - 14.583	W 62° - 36.808
14	N 46° - 14.670	W 62° - 36.740
15	N 46° - 14.593	W 62° - 36.570
16		
17	N 46° - 14.592	W 62° - 36.922
18		
19	N 46° - 14.649	W 62° - 36.544
32		
33	N 46° - 14.592	W 62° - 36.922
34	N 46° - 14.566	W 62° - 36.886
LH 1		

PCRL

Well No	GPS Coordinates	
SE-2S	N 46° - 434010	W 68° - 802356
SE-2D	N 46° - 434040	W 68° - 802326
SE-1S	N 46° - 435146	W 68° - 797558
SE-1D	N 46° - 435158	W 68° - 797600
SE-6S	N 46° - 439022	W 68° - 797501
SE-9S	N 46° - 438347	W 68° - 803841
CCU	N 46° - 433937	W 68° - 798943
CCL	N 46° - 435734	W 68° - 794785
MCU	N 46° - 438972	W 68° - 803761
MCL	N 46° - 439705	W 68° - 798485

QCRL

Well No	GPS Coordinates	
1	N 46° - 17.231	W 63° - 11.556
2	N 46° - 17.150	W 63° - 11.903
3	N 46° - 17.107	W 63° - 12.111
4	N 46° - 17.189	W 63° - 12.136
5	N 46° - 17.181	W 63° - 12.150
6	N 46° - 17.136	W 63° - 12.361
8	N 46° - 17.250	W 63° - 11.865
9	N 46° - 17.250	W 63° - 11.880
10	N 46° - 17.341	W 63° - 12.132
11	N 46° - 17.343	W 63° - 12.141
12	N 46° - 17.086	W 63° - 12.596
13	N 46° - 17.486	W 63° - 11.805
14	N 46° - 17.387	W 63° - 11.959
15	N 46° - 17.231	W 63° - 11.689
16	N 46° - 17.407	W 63° - 12.125
17	N 46° - 17.237	W 63° - 12.657
19	N 46° - 16.980	W 68° - 12.394