



**REGIONAL DISTRICT
of Fraser-Fort George**

REQUEST FOR PROPOSALS ES-20-04

**Engineering Consulting Services for
2020 Well Field Review and Expansion
Foothills Boulevard Regional Landfill**

Date Issued: February 14, 2020

Closing Location: Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8

Closing Date and Time: **March 05, 2020**
2:00 pm (Pacific Standard Time)
Submissions will be opened publicly at 2:15 pm

Inquiries: Email Darwin Paton at dpaton@rdffg.bc.ca

Note: Late submissions will not be considered



TABLE OF CONTENTS

1.0	INTRODUCTION AND BACKGROUND	3
2.0	INVITATION AND INSTRUCTIONS	3
3.0	PURPOSE.....	6
4.0	PROPOSAL FORMAT	6
5.0	PROPOSAL EVALUATION.....	7
6.0	CONTRACT	7
7.0	INSURANCE, WORKSAFEBC, INDEMNITY	8
8.0	SCOPE OF WORK	9
9.0	CONSULTANT INFORMATION.....	10
10.0	FEE STRUCTURE	11
11.0	WORK PLAN AND SCHEDULE	11
12.0	DOCUMENTS	12
13.0	PROJECT MANAGER	12
14.0	OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION.....	12
15.0	CONFIDENTIALITY	12
16.0	RIGHTS OF WAIVER	12
	ACKNOWLEDGEMENT LETTER.....	13
	GOODS AND SERVICES TAX INFORMATION.....	14
	CONFLICT OF INTEREST DISCLOSURE STATEMENT	15
	SERVICE AGREEMENT	16
	APPENDICES	22
	APPENDIX 1 - FIGURES.....	23
	APPENDIX 2 - TABLES	31



1.0 INTRODUCTION AND BACKGROUND

The Regional District of Fraser-Fort George (Regional District) is inviting proposals from qualified firms to provide engineering consulting services for the review and expansion of the existing landfill gas well field and collection system at the Foothills Boulevard Regional Landfill.

The Foothills Boulevard Regional Landfill (FBRL) receives 99% of the municipal solid wastes from the Regional District and operations are carried out under Operational Certificate No. MR-01697 issued in 2005 by the Ministry of Environment, BC.

The property boundary for the landfill site encompasses an area of 87.3 hectares. The landfill area, Cell 1, to be considered in this project, encompasses 25 hectares within the permitted landfill property. Garbage disposal in Cell 1 commenced in 1976. In 2002, an area of 5.6 hectares received final closure including an active landfill gas collection system and leachate recirculation system.

The current landfill well field is composed of 24 vertical gas wells and 3 horizontal gas wells connected through the main header, four (4) condensate traps and the abstraction plant with an enclosed flare. Eighteen (18) nested perimeter probes are installed to monitor potential off-site migration.

In 2019, the Regional District entered into a biogas purchase agreement and committed to providing landfill gas in continuous quality and quantity. With the advancement of Cell 1 and aging infrastructure in the closed area a review and assessment of the existing well field is required to determine potential improvements of the active landfill gas collection system.

In 2015, the leachate connector was constructed to discharge leachate into the municipal sewer system. Once the discharge of leachate is approved, the leachate recirculation system will be decommissioned and the air space in the closed area optimized. This also provides opportunity to optimize the landfill gas well field in this area.

In addition, the main header around Cell 1 will be completed in 2020 and slope closures are considered.

The following documents have been identified as relevant to this project:

- a) On Regional District Website
 - a. 2018 Foothills Blvd Regional Landfill Annual Report
 - b. 2010 Landfill Gas Generation Assessment
 - c. 2018 Waste Characterization Study
 - d. 2015 Regional Solid Waste Management Plan
 - e. 2017 Greenhouse Gas Emissions Reduction Report
- b) The following documents will be made available to the successful proponent once the contract is awarded:
 - a. 2008 Interim Phase 1 Landfill Gas Development Plan
 - b. 2010 Integrated Landfill Management Plan
 - c. 2010 Landfill Gas Generation Assessment
 - d. 2012 Landfill Gas Management Facilities Design Plan
 - e. Individual Gas Well Performance detail, 2015 to 2019
 - f. Any available supportive documents as required

2.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George invites proposals for providing engineering consulting services for review and expansion of the existing landfill gas well field and collection system at the FBRL to maintain and improve the existing system for future development and closure of Cell 1.



2.1 Request for Proposals Documents:

RFP Documents may be obtained on, or after, Friday, February 14, 2020

- a) in a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca , or
- b) on the BCBid website @ www.bcbid.gov.bc.ca, or
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays. The cost for each hard copy Request for Proposal package is twenty-five dollars (\$25) (taxes included) and is non-refundable.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

The lowest or any proposal will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all proposals. Facsimile proposals and electronic proposals will NOT be accepted.

2.2 Proposal Submissions and Closing Date

Proponents will complete and submit two (2) copies of their proposal, formatted as described in Section 4.0. PROPOSAL FORMAT, in a **sealed envelope**.

Sealed proposals will be received by the General Manager of Financial Services, on the 3rd floor at the Regional District of Fraser-Fort George, up to **2:00 p.m. local time on Thursday, March 5, 2020**.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (2:00 p.m., Thursday, March 5, 2020) will be considered disqualified and will be returned unopened to the proponent.

The following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as the outside of the courier envelope (if sending by courier)**:

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Request for Proposals, ES-20-04
Engineering Consulting Services for
2020 Well Field Review and Expansion
Foothills Boulevard Regional Landfill
3. Responding Proponent's name and address.

To be considered, proposals must be signed by an authorized signatory of the proponent. By signing the proposal, the proponent is bound to statements made in response to this Request for Proposals (this "RFP"). Any proposal received by the Regional District that is unsigned will be rejected.



Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by proponents as a result of the preparation or submission of a proposal pertaining to this RFP. The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered, they will be corrected by the proponent at their expense.

The Regional District reserves the right to negotiate with any proponent at its discretion. The proponents will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

2.3 Errors, Omissions, Clarifications

All technical questions and requests for clarification relating to the RFP process, and/or identification of any errors or omissions in the RFP documents, shall be made by email to: Mr. Darwin Paton, Environmental Services Technician, dpaton@rdffg.bc.ca.

All administrative questions relating to this project will be directed to the Project Administrator: Mrs. Petra Wildauer, General Manager of Environmental Services, pwildauer@rdffg.bc.ca.

NOTE: the last day that requests for clarification or inquiries may be made is **Monday, March 2, 2020** in order that addenda if necessary, are issued in time for all proponents to complete their proposal submission and have it delivered to the Regional District office prior to the closing time and date of the RFP.

2.4 Acknowledgement Letter

Upon receipt of this RFP, a potential proponent will sign the Acknowledgement Letter (page 13) and email or fax the signed Acknowledgement Letter to the attention of Mr. Darwin Paton, Regional District of Fraser-Fort George at dpaton@rdffg.bc.ca. A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal. Any work done after discovery of discrepancies, errors or omissions will be done at the Proponent's risk.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

2.5 Regional District's Right to Reject Proposals

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves the discretion to reject any proposal where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent, is an officer, employee or director of the Regional



District, or is a member of the immediate family of an officer, employee or director of the Regional District; or

- b) in the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a proposal, the proponent is required to complete a Conflict of Interest Disclosure Statement (page 15).

The Regional District reserves the right to reject any proposal submitted by a proponent who is, or whose principals are, at the time of proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

2.6 Claim for Compensation

No proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a proposal, a proponent agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing their proposal for matters relating to this RFP or in respect of the competitive proposal process, and the proponent, by submitting a proposal, waives any claim for loss of profits if a contract is not entered into with the proponent.

3.0 PURPOSE

The Regional District intends to engage a qualified engineering consulting firm familiar with landfill gas collection and utilization under legislation in British Columbia. The services will include the review of the existing landfill gas well field and collection system and provide recommendations addressing options to optimize the well field and collection system.

The recommendations for optimizing the well field will consider fill plan modifications and progressive closure opportunities beneficial to the landfill gas collection.

For this project time is of the essence as the optimization of the closed area in Cell 1 is commencing in spring 2020 and the beneficial use project is scheduled to commence in late 2020.

4.0 PROPOSAL FORMAT

Proponents are asked to respond in a similar manner. The following format and sequence should be used in order to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- a) Title Page – including Request for Proposal title and number, proponent's name and address, telephone number, fax number, email address and contract representative.
- b) One page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal.
- c) Table of Contents including page numbers.
- d) An Executive Summary of the key features of the proposal.
- e) The body of the proposal, including the Financial Proposal, i.e. the "Proponent's Response".
- f) Additional information that a proponent may choose to provide.



- g) Goods and Services Tax Information form, page 14.
- h) Work Plan and Schedule as noted on page 11.
- i) Conflict of Interest Disclosure Statement on page 15.
- j) **All amendments and addenda, if any, issued for this RFP. Each amendment and addendum must be signed by the proponent and included with the proposal and will form part of the proposal and contract documents.**

5.0 PROPOSAL EVALUATION

The proposal submission should be clear, concise and complete. The Regional District shall be the sole judge of a proposal and its decision shall be final. The following criteria will be used by Regional District staff to evaluate proposals received:

5.1 Evaluation Criteria:

- a. *Consultant Qualification and Experience* 20 %

The length and quality of experience of:

- the person named in the proposal as the Consultant's project manager and the Consultant's employees assigned to the field work,
- the consulting firm doing similar projects, and
- the team assigned by the consulting firm to work on this project

- b. *Work Plan, Methodology, and Schedule* 40 %

This includes the evaluation of:

- thoroughness of the project approach reflected in the work plan and project schedule,
- level of effort reflected in the total work hours of the team assigned to complete the project, and
- timing of project tasks outlined in the project schedule.

- c. *Project Budget* 30 %

This includes the amount of detail given to project relevant line items and the overall proposed project cost per site and year.

- d. *Quality of Proposal including format* 10 %
100 %

6.0 CONTRACT

6.1 Sample Service Agreement

The form of contract will be similar in form to the sample SERVICE AGREEMENT and will include this RFP, Schedule of Prices, all appendices, amendments and addenda, as well as the successful proponent's submission.

6.2 Award of Contract

A contract for ES-20-04 (the "Contract") is expected to be awarded to the successful proponent (the "Consultant") on March 19, 2020. All proponents will be advised, in writing, as to the awarding of the Contract.

The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.



6.3 Contract Duration

This Contract will commence on April 1st, 2020, with the Regional District's acceptance of the successful proponent's proposal, and conclude December 31, 2020, with the submission of final reports and drawings. A possible extension of this contract may be considered if agreeable to both parties. The Regional District retains the right of approval or rejection of any contract extension.

7.0 **INSURANCE, WORKSAFEBC, INDEMNITY**

7.1 Insurance

The Consultant shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Consultant will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Where the Consultant requires the use of automobiles to undertake the work of the Contract, the Consultant will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Consultant in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.

The Consultant shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the Consultant to determine if additional limits of liability insurance coverage are required to protect them from risk.

7.2 WorkSafeBC

The Consultant will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the work of the Contract and will comply with the *Workers Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work of the Contract, the Consultant will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC.

Out of Province Consultants will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a Consultant to be registered with another Province's Worker's Compensation Board, or like organization, the consultant will provide the Regional District with their registration number and written documentation confirming that the Consultant is in good standing with the appropriate



Worker's Compensation Board, or like organization. The Consultant will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

The Consultant will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and sub-contractors are well trained and aware of OHSP.

7.3 Indemnity

Notwithstanding the compliance of the Consultant with all the clauses concerning insurance, the Consultant shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District and shall be paid by the Consultant. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Consultant all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Consultant covenants and agrees that this clause shall survive the termination of the Contract herein granted.

8.0 **SCOPE OF WORK**

The scope of the work will be carried out for the duration of this contract. The scope of work will include but not be limited to the following:

8.1 Review of Existing Conditions

- a) Review of existing landfill gas well field and collection system data, providing recommendations that address performance improvements:
 - (1) provide recommendations to address legislative requirements to ensure the most effective greenhouse gas emission reduction.
 - (2) provide recommendations that consider performance requirements needed for continuous landfill gas quality and quantity for beneficial use.
 - (3) provide recommendations with consideration for operational demands of a northern winter environment.

8.2 Well Field Expansion and Optimization Design

The current and future landfill development projects are requiring consideration for maintaining the active landfill gas collection system to meet regulatory and beneficial use criteria over an extended timeframe. The following tasks need to be included but are not limited to:

- (1) develop a design for the entire area of Cell 1 including the closed area (see Appendix #).
- (2) provide recommendations on Cell 1 improvements to assist in enhancing the landfill gas collection system development.

8.3 Detailed Design for Gas Collection System

The detailed design of vertical and horizontal extraction wells, laterals and sub-headers should take into consideration:

- 1) The use of highly accurate low flow wellhead assemblies.
- 2) The use of sample ports and cleanouts.
- 3) The incorporation of sub-header isolation valves.



- 4) The incorporation of existing LFG Infrastructure and condensate traps.

Once the draft drawings for the proposed design of the well field expansion are approved, and the detailed design drawings, and specification are final the construction phase will commence.

8.4 Tender, Construction and Administration Services

The Regional District is committed to advance the well field expansion and optimization project within 2020. Any additional timelines should be clearly identified in the proposal.

- a) provide tender support services throughout the tendering process, including drawings and specifications, and to answer technical questions.
- b) provide tender evaluation support including letter of recommendation for construction award.
- c) provide construction management and onsite supervision including material management oversight and construction cost control.
- d) provide QA/QC for the well field expansion construction project.
- e) review and approve changes in material and design submittals.
- f) review progress claims and recommendations of payments.
- g) review of change orders and scope change management.

8.5 Meetings and Communication

The Regional District of Fraser-Fort George proposes early and ongoing communication between the engineering consultant team and Regional District staff. In addition to in-person meetings at key project milestones a bi-weekly project update is suggested.

- kick-off meeting for design phase (in-person or by conference call)
- meeting to discuss and finalize the well field expansion (conference call)
- meeting to finalize tender documents for public release (conference call)
- engineering consulting services representative is part of the mandatory site meeting for construction (in person)
- kick off meeting with construction contractor and Regional District at the Foothills Boulevard Regional Landfill (in person)
- any meetings relevant for construction milestones (in-person or by conference call)

For the magnitude of this project the Regional District emphasizes bi-weekly conference calls between consultant and Regional District to ensure project progress, cost control, and to maintain project scope and resource allocation. It is expected for the engineering consultant to provide agenda and meeting minutes.

9.0 CONSULTANT INFORMATION

9.1 Qualifications and Experience

The proponent must include in the proposal, a list of the personnel on the project team, their project role, and a curriculum vitae for each member of the team. Sub-contractors, if any, must be identified. Proponents will only submit the personnel that will be assigned to the project for consideration.

The proponent must include a statement of qualifications and relevant experience in support of the proposal.

9.2 Key Personnel

The successful Proponent will be required to maintain key members of the project team as proposed throughout the term of the contract including but not limited to the team lead, key staff and sub-



contractors. Any proposed change to the project team must be agreed upon in writing by the Regional District.

9.3 References

The proponent must include a minimum of three (3) references, complete with contact information, in the proposal for projects similar to the 2020 Well Field Review and Expansion. A brief description of the projects completed for each reference should be provided.

9.4 Professional Responsibility

Only qualified and experienced environmental consultants will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill and diligence maintained by a person (or firm) providing the services described herein

10.0 FEE STRUCTURE

The proponent must specify in the proposal, the fees required to satisfy the terms of reference for the project, the work plan, and methodology. The proponent must clearly identify and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements clearly identified. The fee structure shall be based on milestones and deliverables to the Regional District over the duration of the contract period.

10.1 Terms of Payment

The proponent must specify in the proposal, the terms of payment required for the duration of the project.

10.2 Cost Control

The proponent must provide in the proposal, a description of the cost control measures they will employ to effectively manage the project budget.

10.3 Invoicing and Payment

If an Agreement is awarded, invoices should be sent to financialservices@rdffg.bc.ca and should include at a minimum:

- a. Purchase Order number (if applicable)
- b. Project document name and contract number
- c. Regional District contact full name (First and Last)
- d. Proponent contact information (name and phone number)
- e. GST number
- f. WCB number
- g. Detailed description of work performed
- h. Applicable taxes shown as separate line item
- i. Receipts attached for travel expenses

11.0 WORK PLAN AND SCHEDULE

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of events, reporting milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

This is a gated, manned site, all work is to be carried out during operating hours.



12.0 DOCUMENTS

The successful proponent will be required to provide all documents related to the contract to the Regional District in hard copy and an electronic format. All drawings will be in an AutoCAD 2010 or higher format. All text documents will be in a Microsoft Word format.

13.0 PROJECT MANAGER

All technical questions concerning this RFP are to be directed to Darwin Paton by fax or email:

Mr. Darwin Paton, Environmental Services Technician
Regional District of Fraser-Fort George
155 George Street, Prince George BC V2L 1P8
Telephone: 250 960-4482
Fax: (250) 562-8676 Email: dpaton@rdffg.bc.ca

Administrative questions relating to this project will be directed to Petra Wildauer:

Mrs. Petra Wildauer, General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street, Prince George BC V2L 1P8
Telephone: 250 960-4483
Fax: (250) 562-8676 Email: pwildauer@rdffg.bc.ca

13.1 Time Schedule

The anticipated schedule for the service procurement process is as follows:

Issue RFP	Friday, February 14, 2020
Proposal Due Date	Thursday, March 5, 2020
Selection of Proponent	Thursday, March 19, 2020

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each proposal should clearly identify any information that is considered to be confidential or propriety information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

15.0 CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the proponents as a result of this RFP or Contract except insofar as such publication, release or disclosure is necessary to enable the proponent to fulfil their obligation under this RFP or Contract, or by the laws of British Columbia.

16.0 RIGHTS OF WAIVER

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



ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP ES-20-04
Engineering Consulting Services for 2020 Well Field Review and Expansion
Foothills Boulevard Regional Landfill

Authorized Signatory Signature

Name of Proponent

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend ☐ to provide ☐ not to provide a Proposal.

Please return immediately by mail, hand delivery, fax or by email to:

Darwin Paton, Environmental Services Technician
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: dpaton@rdffg.bc.ca
Fax Number: 250-562-8676



GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City

Province

Postal Code

Phone Number

Are you a GST Registrant?

Yes _____

No _____

If YES, please indicate your registration number: _____

If NO, Please fill in the following (check appropriate box):

☐

Supplier qualifies as a small supplier under s.148 of the legislation

☐

Other: Specify _____

Authorized Signatory Signature

Print Name

Title

Date



CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

**Engineering Consulting Services for 2020 Well Field Review and Expansion
Foothills Boulevard Regional Landfill**

Proponent Name: _____

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed



**SERVICE AGREEMENT
ES-20-04
ENGINEERING CONSULTING SERVICES FOR
2020 WELL FIELD REVIEW AND EXPANSION
FOOTHILLS BOULEVARD REGIONAL LANDFILL**

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the "REGIONAL DISTRICT")

OF THE FIRST PART

AND:

COMPANY

a company duly incorporated under the laws of British Columbia
and having a place of business at:

Street Address
City, Province, Postal Code

(hereinafter called the "CONSULTANT")

OF THE SECOND PART

WITNESSETH: That the CONSULTANT and the REGIONAL DISTRICT undertake and agree as follows:

1. TERM AND TERMINATION

The term of this Agreement shall commence on April 1, 2020, and shall continue in effect until December 31, 2020, with the submission of reports and drawings. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The CONSULTANT or the REGIONAL DISTRICT may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

2. SCOPE OF WORK AND SERVICING RESPONSIBILITIES

SCOPE OF SERVICES: The REGIONAL DISTRICT requires Services that will include, but may not be limited to, the following:

- 2.1 That all services defined, outlined and listed within RFP ES-20-04 2020 Engineering Consulting Services for Well Field Review and Expansion ("RFP ES-20-04") be carried out by the CONSULTANT to the satisfaction of the REGIONAL DISTRICT.
- 2.2 The CONSULTANT will carry out the Review of Existing Conditions as described and included within RFP ES-20-04 and as outlined in the proposal submitted on XXXXX.
- 2.3 The CONSULTANT will carry out the Well Field Expansion and Optimization Design and associated works as included within RFP ES-20-04 and as outlined in the proposal submitted on XXXXX.



- 2.4 The CONSULTANT will provide a Detailed Design for the Gas Collection System and all associated works as included within RFP ES-20-04 and as outlined in the proposal submitted on XXXXX.
- 2.5 The CONSULTANT will provide all required Tender, Construction and Administration Services and associated works as included within RFP ES-20-04 and as outlined in the proposal submitted on XXXXX.
- 2.6 The CONSULTANT will adhere to all Meetings and Communication requirements and associated tasks as included within RFP ES-20-04 and as outlined in the proposal submitted on XXXXX.
- 2.7 The CONSULTANT must not commence any work until the REGIONAL DISTRICT has issued a Notice to Proceed.

3. NOTICE OF DEFAULT

If the CONSULTANT is in default of the performance of any of its material obligations set out in this Agreement, then the REGIONAL DISTRICT may, by written notice to the CONSULTANT, require such default to be corrected. If within fifteen (15) days of receipt of such notice the default has not been corrected or reasonable steps, as determined by the REGIONAL DISTRICT in its sole discretion, have not been taken to correct the default, the REGIONAL DISTRICT without limiting any other right it may have, may immediately terminate this Agreement.

The REGIONAL DISTRICT shall compensate the CONSULTANT for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by the CONSULTANT in effecting the termination. All reports, drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the CONSULTANT prior to the termination of the Agreement, will be provided to the REGIONAL DISTRICT within ten (10) business days of the termination date.

4. CONTRACT PRICE

The CONSULTANT will be compensated XXXX Dollars (\$XXXX), plus GST for its Services.

The REGIONAL DISTRICT shall pay to the CONSULTANT, within thirty (30) days of receipt of an invoice from the CONSULTANT, the amount owing for the Services performed to the date of the invoice.

Where the REGIONAL DISTRICT has established a milestone date for the performance or completion of certain of the Services, and the CONSULTANT has not completed the Services in accordance with the milestone date, then the REGIONAL DISTRICT shall not be obligated to pay the CONSULTANT under this section until the CONSULTANT has completed the milestone event.

Where the REGIONAL DISTRICT is not satisfied with the Services provided by the CONSULTANT, the REGIONAL DISTRICT may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the REGIONAL DISTRICT by other persons.

5. STANDARD OF CARE

The CONSULTANT will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the CONSULTANT's profession currently practicing in the same locality under similar conditions.

6. INDEPENDENT CONSULTANT

The CONSULTANT shall be fully independent and shall not act as an agent or employee of the REGIONAL DISTRICT. The CONSULTANT shall be solely responsible for its employees, and any sub-contracts the

Consultant lets, and for their compensation, benefits, contributions, and taxes, if any.

7. INSURANCE

The CONSULTANT shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the REGIONAL DISTRICT. All required insurance (except automobile insurance on vehicles owned by the CONSULTANT) shall be endorsed to show the REGIONAL DISTRICT as additional insured and provide the REGIONAL DISTRICT with thirty (30) days' advance written notice of cancellation or material change. The CONSULTANT will provide the REGIONAL DISTRICT with evidence of the required insurance, in a form acceptable to the REGIONAL DISTRICT, upon notification of award and prior to the execution and delivery of the Contract:

- iii. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The REGIONAL DISTRICT is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- iv. Where the CONSULTANT requires the use of automobiles to undertake the work of the Contract, the Consultant will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the CONSULTANT in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.

The CONSULTANT shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the CONSULTANT to determine if additional limits of liability insurance coverage are required to protect them from risk.

8. WORKSAFEBC

The CONSULTANT will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the work of the Contract and will comply with the *Workers Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work of the Contract, the CONSULTANT will provide the REGIONAL DISTRICT with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC.

Out of Province Consultants will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a Consultant to be registered with another Province's Worker's Compensation Board, or like organization, the CONSULTANT will provide the REGIONAL DISTRICT with their registration number and written documentation confirming that the Consultant is in good standing with the appropriate Worker's Compensation Board, or like organization. The Consultant will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

The Consultant will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and Sub-Service Providers are well trained and aware of OHSP.

9. INDEMNITY

Notwithstanding the compliance of the CONSULTANT with all the clauses concerning insurance, the CONSULTANT shall indemnify, protect, and save harmless the REGIONAL DISTRICT, its officials, officers,



employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the REGIONAL DISTRICT and shall be paid by the CONSULTANT. If the REGIONAL DISTRICT pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the REGIONAL DISTRICT shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the REGIONAL DISTRICT shall be entitled to recover from the CONSULTANT all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Consultant covenants and agrees that this clause shall survive the termination of the Contract herein granted.

10. CHANGES

The REGIONAL DISTRICT may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the CONSULTANT's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the REGIONAL DISTRICT shall increase the amount of the service fee payable under Section 4 of this Agreement by an amount agreed upon by the CONSULTANT or, where the parties are unable to agree, as settled in accordance with Section 15 of this Agreement.

11. NOTICE

Any notices related to this Agreement shall be in writing and either mailed or delivered to the address on Page 1 of this Agreement, or other such addresses that either the REGIONAL DISTRICT or the CONSULTANT may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.

12. FORCE MAJEURE

Where the CONSULTANT'S Services cannot be performed because of an act of God, an act of a legislative, administrative or judicial entity, an act of Consultants other than Consultants engaged directly by the CONSULTANT, fire, flood, labour disturbance or unusually severe weather (collectively "Force Majeure"), then the obligations of the CONSULTANT shall be suspended during the period of Force Majeure. The REGIONAL DISTRICT shall grant to the CONSULTANT a time extension for performance of any milestone dates required as part of the Services as may be agreed with the CONSULTANT or, if the REGIONAL DISTRICT and the CONSULTANT are unable to reach agreement, as determined by the dispute resolution process under Section 16 of this Agreement. Where, as a result of Force Majeure, there is a material increase in the CONSULTANT 's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the REGIONAL DISTRICT shall increase the amount of the service fee payable to the CONSULTANT under Section 4 of this Agreement, as may be agreed by the CONSULTANT, or as determined under Section 16 of this Agreement. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the CONSULTANT is providing the Services, then the REGIONAL DISTRICT may choose not to proceed with the completion of the work and may terminate this Agreement. If the REGIONAL DISTRICT terminates this Agreement, then it shall compensate the CONSULTANT in accordance with Section 3 of this Agreement.

13. INSTRUMENTS OF SERVICE

All reports, drawings, plans, or other documents (or copies) furnished to the CONSULTANT by the REGIONAL DISTRICT will be returned to the REGIONAL DISTRICT upon completion of the Services. The CONSULTANT may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by the CONSULTANT under this Agreement are instruments of service. The CONSULTANT may retain one (1) copy of all documents produced for the REGIONAL DISTRICT under this Agreement.



14. REGIONAL DISTRICT'S RESPONSIBILITIES

The REGIONAL DISTRICT agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the REGIONAL DISTRICT with the CONSULTANT.

The REGIONAL DISTRICT shall release, indemnify, defend, and save the Consultant harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the REGIONAL DISTRICT'S breach of this Agreement; (ii) the negligent acts or omissions of the REGIONAL DISTRICT or its employees, Consultants, or agents.

15. ASSIGNMENT AND SUBCONTRACTING

This Agreement does not create any right or benefit in anyone other than the REGIONAL DISTRICT and the CONSULTANT and shall not be assigned by either party without the prior written approval of the other party.

16. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the CONSULTANT and the REGIONAL DISTRICT agree first to try in good faith to settle the dispute by negotiations between senior management of the CONSULTANT and the REGIONAL DISTRICT. If such negotiations are unsuccessful, the CONSULTANT and the REGIONAL DISTRICT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the CONSULTANT and the REGIONAL DISTRICT may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the REGIONAL DISTRICT.

17. WAIVER OF TERMS AND CONDITIONS

The failure of either the CONSULTANT or the REGIONAL DISTRICT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the CONSULTANT or the REGIONAL DISTRICT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY

Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. GOVERNING LAWS

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

20. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the CONSULTANT and the REGIONAL DISTRICT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The REGIONAL DISTRICT and the CONSULTANT agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.



21. RELATIONSHIP

The legal relationship between the CONSULTANT and the REGIONAL DISTRICT shall be that of an independent Consultant and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the CONSULTANT and the REGIONAL DISTRICT to be that of employee and employer.

This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.

The Consultant at _____
(Address)

The Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED ON BEHALF OF THE
**REGIONAL DISTRICT OF
FRASER-FORT GEORGE**

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
CONSULTANT

Authorized Signature Signatory

Date

(Name and Title) (Please print)



APPENDICES

The following figures and tables are attached for reference only:

Appendix 1 - Figures

Figure 1 - Foothills Blvd Regional Landfill site location map

Figure 2 - Landfill Air photo with Infrastructure 2019

Figure 3 - Proposed Description of LFG Utilization

Figure 4 - Landfill Gas Management System 2012

Appendix 2 - Tables

Table 1 - 2019 LFG Collection

Table 2 - 2019 LFG Destruction

Table 3 - Landfill Gas Sampling - Live stream, 2018-2019



APPENDIX 1 - FIGURES



Figure 1 - Foothills Boulevard Regional Landfill site location map

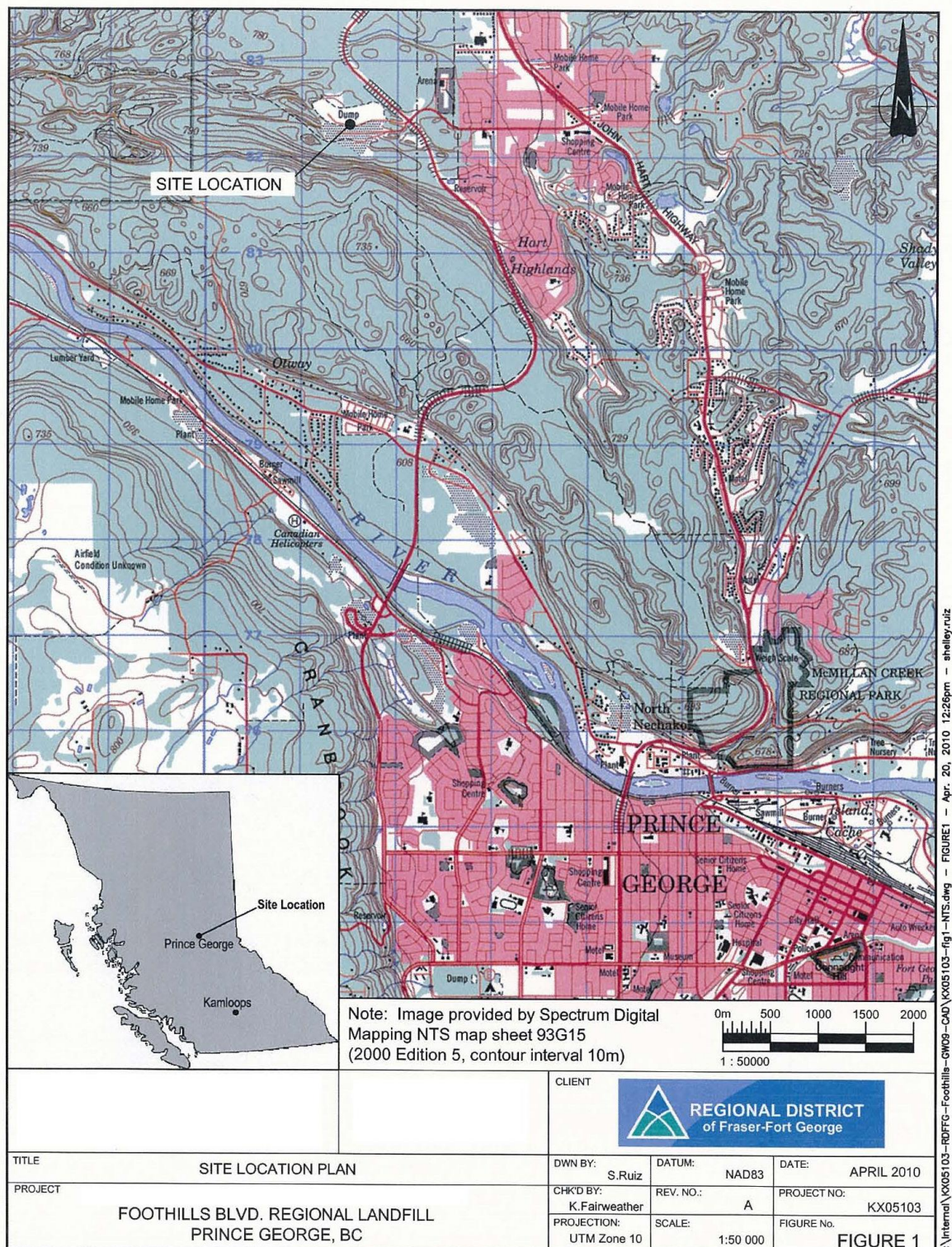
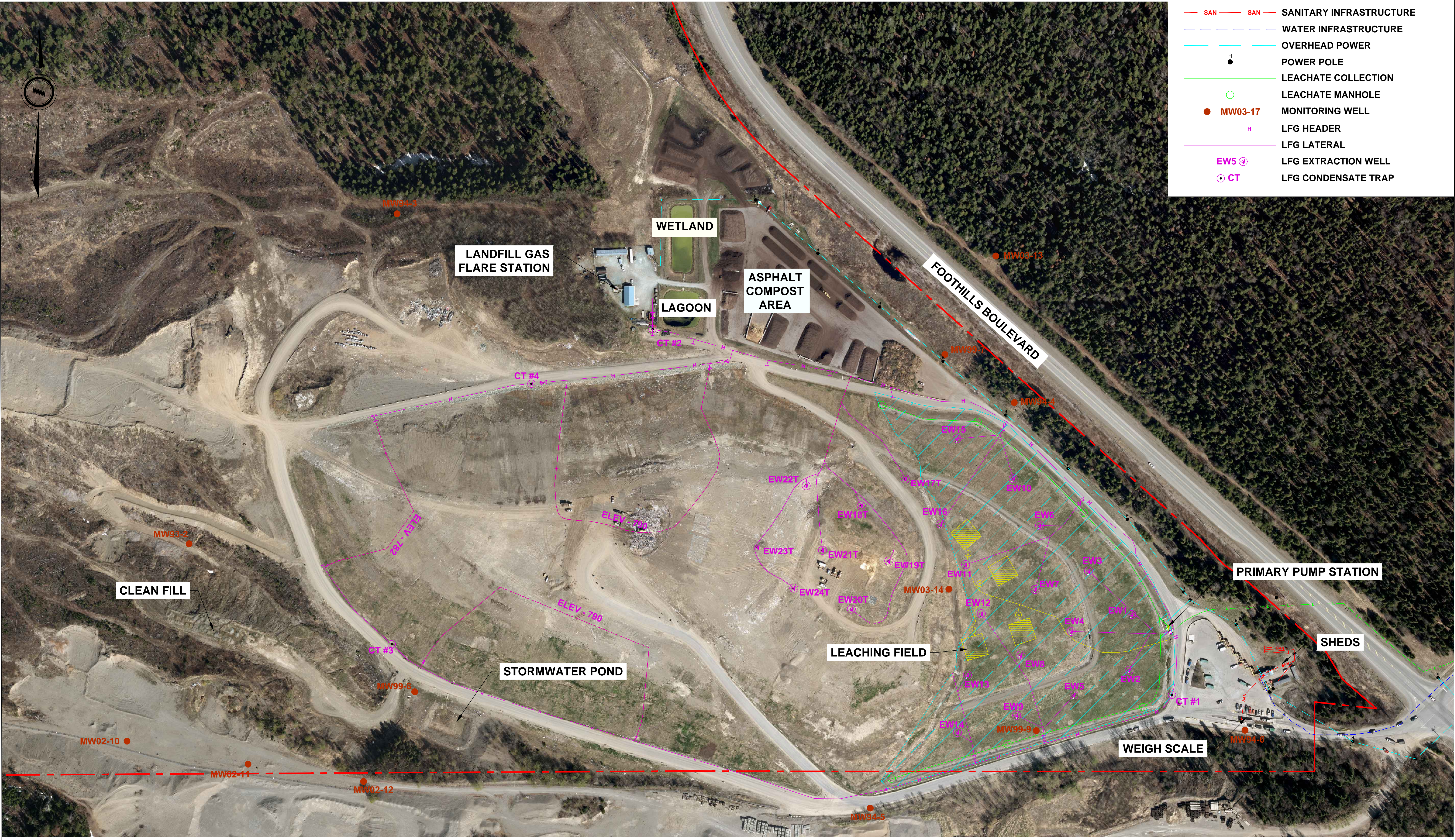




Figure 2 - Landfill Air photo with Infrastructure 2019

POLLUTION CONTROL INFRASTRUCTURE AT FOOTHILLS BOULEVARD REGIONAL LANDFILL May 8, 2019

LEGEND	
	PROPERTY BOUNDARY
	FINAL COVER
	LEACHATE FORCEMAIN
	SANITARY INFRASTRUCTURE
	WATER INFRASTRUCTURE
	OVERHEAD POWER
	POWER POLE
	LEACHATE COLLECTION
	LEACHATE MANHOLE
	MONITORING WELL
	LFG HEADER
	LFG LATERAL
	LFG EXTRACTION WELL
	LFG CONDENSATE TRAP



NOTE: EXISTING CONDITIONS AS OF May 8, 2019.

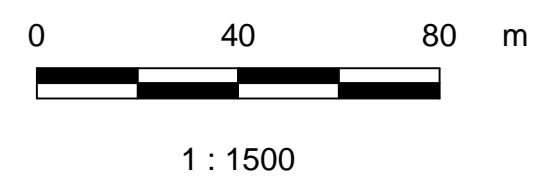




Figure 3 - Proposed Description of LFG Utilization

Figure 3

Proposed Description of LFG Utilization

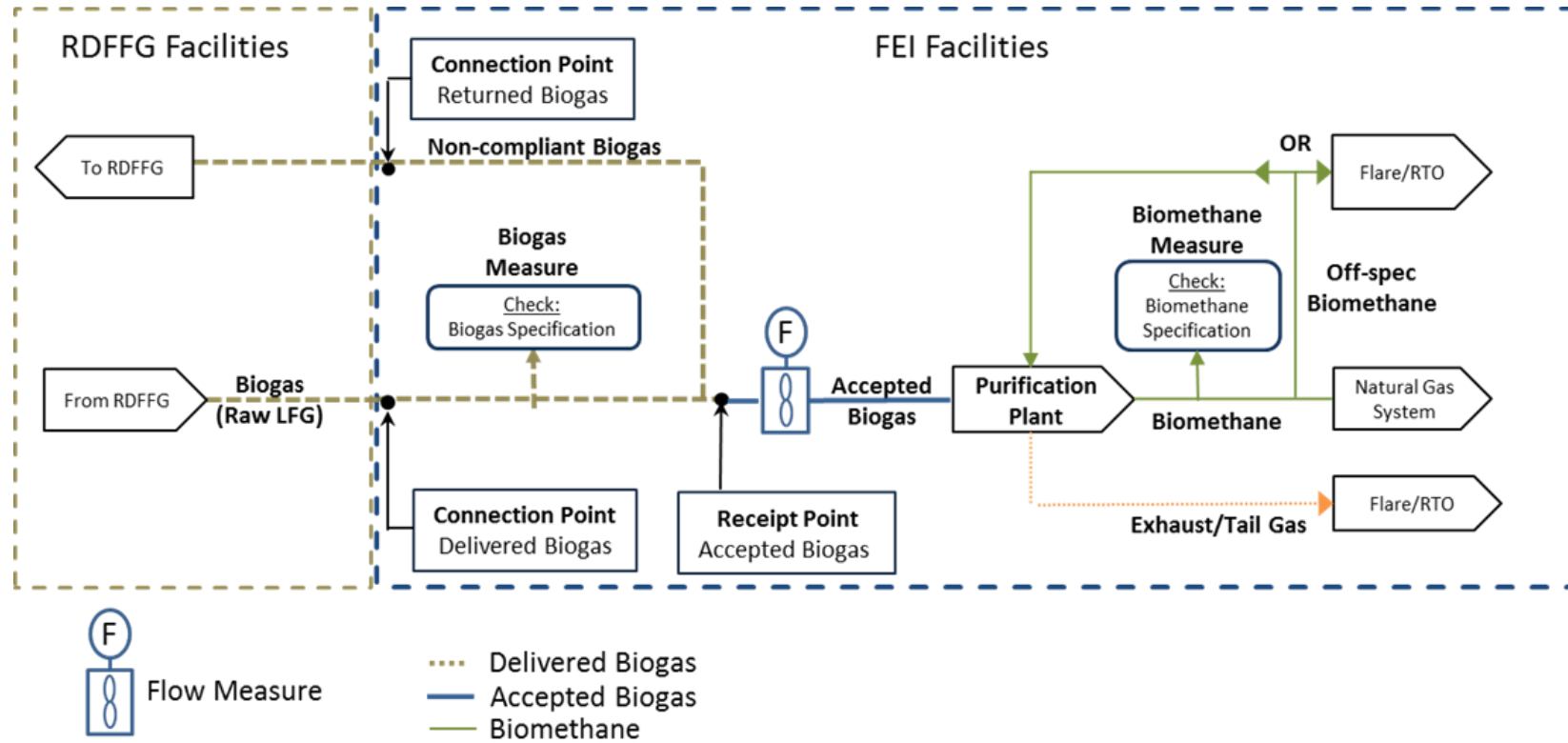




Figure 4 - Landfill Gas Management System 2012



APPENDIX 2 - TABLES



Table 1 - Foothills Boulevard Regional Landfill Collection190101

Table 5.1 Landfill Gas Collection Summary 2019

Month	Volume LFG (m3)	Average Methane Content (%)	Operational Hours	Percent Time Operational (%)
January	281,342.44	53.44	744:00	100.00 %
February	252,735.14	53.91	666:13	99.14 %
March	166,401.51	54.93	431:22	57.98 %
April	257,322.27	57.98	676:24	93.94 %
May	257,760.09	55.52	702:34	94.43 %
June	279,958.06	53.50	662:47	92.05 %
July	336,181.60	52.81	742:40	99.82 %
August	370,400.77	53.24	740:04	99.47 %
September	253,709.73	52.33	540:18	75.04 %
October	363,231.08	54.09	732:03	98.39 %
November	321,053.00	53.65	717:04	99.59 %
December	306,294.21	54.24	692:48	93.12 %
Total	3,446,389.91	54.14	8048:17	91.92 %



Table 2 - 2019 LFG Destruction

Table 5.2 Landfill Gas Destruction Summary 2019

Month	Volume LFG Flared (m3)	Mass Methane Destroyed (tonnes)	Mass Carbon Dioxide Equivalent Destroyed (tonnes)
January	275,715.59	96.62	2,415.48
February	247,680.44	87.53	2,188.19
March	163,073.48	58.26	1,456.51
April	252,175.82	95.76	2,394.00
May	252,604.88	91.69	2,292.14
June	274,358.90	96.22	2,405.62
July	329,457.97	114.23	2,855.80
August	362,992.76	126.71	3,167.81
September	248,635.54	85.63	2,140.80
October	355,966.46	126.03	3,150.86
November	314,631.94	110.66	2,766.54
December	300,168.32	106.23	2,655.70
Total	3,377,462.11	1,195.58	29,889.44



Table 3 - Landfill Gas Sampling - Live stream, 2018-2019

Landfill Gas Sampling Data - Live Stream 2018 to 2019

	Date Sampled	7-Mar-18					26-Jun-18				26-Sep-18				15-Nov-18		
Gas Sample	Units																
Carbon Dioxide	%	38.8	38.8	36.0			39.4	39.8	39.4		37.8	38.4	38.6		37.9	37.9	
Methane	%	47.5	47.6	44.6			52.9	54	53.8		51.8	52.2	53		53	52.9	
Nitrogen	%	14.1	13.6	17.9			5.4	6.9	5.1		10.8	9.9	9.2		8.7	8.8	
Oxygen	%	0.43	0.33	1.7			0.31	0.75	0.25		0.62	0.4	0.11		0.5	0.5	
	Date Sampled	24-Apr-19					17-Jul-19					8-Oct-19					
Gas Sample	Units																
Carbon Dioxide	%	37.82	38.24	37.91	38.32		38.34	38.12	38.10	38.32		37.66	38.55	38.48	38.36		
Methane	%	54.19	55.24	54.61	55.54		53.85	54.11	54.15	53.83		53.43	52.38	52.27	52.57		
Nitrogen	%	7.26	6.14	6.87	5.85		7.51	7.48	7.42	7.49		8.54	8.68	8.83	8.69		
Oxygen	%	0.74	0.38	0.61	0.29		0.31	0.30	0.32	0.35		0.37	0.38	0.42	0.39		