



# **REGIONAL DISTRICT of Fraser-Fort George**

## **INVITATION TO TENDER ES-20-12**

### **SHORELINE STABILIZATION & DRAINAGE WORKS HAROLD MANN REGIONAL PARK**

**Date Issued:** Thursday, June 4, 2020

**Closing Location:** Regional District Office,  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC,  
V2L 1P8

**Closing Date and Time:** Thursday, June 18, 2020 2:00 pm (Pacific Standard Time)

**Inquiries:** Email Bryan Boyes at [bboyes@rdffg.bc.ca](mailto:bboyes@rdffg.bc.ca)

**Note:** Late submissions will not be considered

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## 1. INVITATION AND INSTRUCTIONS

The Regional District invites public tender submissions from organizations interested in providing Shoreline Stabilization & Drainage Works at the Harold Mann Regional Park. Shoreline stabilization & drainage work will include installation of a coir log wall as well as drainage infrastructure for a picnic table spot as a test. The specific Work to be performed under this Contract is described in the Scope of Work to stabilize the shoreline at Harold Mann Regional Park.

### 1.1 Tender Documents

Invitation to Tender Documents may be obtained on, or after, Thursday, June 4, 2020 as follows:

- A) In a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca) , or
- B) On BCBid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca), or
- C) In a hard copy format from the Regional District of Fraser-Fort George Service Centre, 155 George Street, Prince George, B.C. **By Appointment Only**, between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy Invitation to Tender package is ten dollars (\$10) (GST included) and is non-refundable.

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

Inquiries relating to this Tender must be in writing and directed to:

Bryan Boyes, Utilities Leader  
Regional District of Fraser-Fort George  
155 George Street, Prince George, BC V2L 1P8  
Phone: 250-960-4400 / Toll Free: 1-800-667-1959 / Fax: 250-562-8676  
Email: [bboyes@rdffg.bc.ca](mailto:bboyes@rdffg.bc.ca)

### 1.2 Tender Close and Opening

Sealed Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3<sup>rd</sup> floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Thursday, June 18, 2020 in the Regional District Office at 155 George Street, Prince George, BC.

### 1.3 Acknowledgement Letter

Upon receipt of the ITT, a potential tenderer will sign one copy of the Acknowledgement Letter and email or fax the signed Acknowledgement Letter to the attention of Bryan Boyes, Utilities Leader.

A tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

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

#### 1.4 Tender Submissions

Two (2) complete copies of your Tender (pages 9 through 16) must be submitted in a sealed envelope with the following **information written on the outside of the envelope containing the tender, as well as on the outside of the courier envelope/box** (if sending by courier):

1. Attention: General Manager of Financial Services  
Regional District of Fraser Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Regional District of Fraser Fort George  
Shoreline Stabilization & Drainage Works - Harold Mann Regional Park  
Invitation to Tender ES-20-12
3. Responding Organization's name and address.

The lowest, or any tender, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Tenders. Tenders submitted by fax, electronically, or not in original Regional District format will NOT be accepted. Late tenders will not be accepted and will be returned to the Tenderer.

Any Tender received after the closing date and time (Thursday, June 18, 2020 at 2:00 p.m.) will be considered disqualified and will be returned to the tenderer.

The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a tender pertaining to this ITT. The accuracy and completeness of the tender is the Tenderer's responsibility. Should errors in a tender be discovered, the Tenderer shall be solely responsible for any additional costs incurred by that Tenderer in the performance of the work and shall be solely responsible to correct any deficiencies or errors in that tender at their expense.

#### 1.5 Regional District's Right to Reject Tender

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

No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender.

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 tender, a Tenderer agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its tender for matters relating to the Agreement or in respect of the competitive process, and the Tenderer, by submitting a tender, waives any claim for loss of profits if no agreement is made with the Tenderer.

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

Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however,

in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest on the part of a tenderer. Without limitation, the Regional District reserves the discretion to reject any tender where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the tenderer, 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 tender submitted by a tenderer 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 tender, the tenderer is required to complete, sign, and include with their tender a Conflict of Interest Disclosure Statement (page 16).

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

#### 1.6 Proof of Ability

The Tenderers will be competent and capable of performing the Work. The Tenderer is required to provide evidence of previous experience and financial responsibility before the contract is awarded.

A complete list of the equipment, which the Tenderers will make available for the completion of the contract, will be included with each Tender.

#### 1.7 Security Deposit

A certified cheque, bank draft or money order in the amount of Five Thousand Dollars (\$5,000) in Canadian funds must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within sixty (60) days of Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the contract upon award by the Regional Board will result in forfeiture of the Five Thousand Dollar (\$5,000) Security Deposit.

#### 1.8 Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or other documents or having any doubts on the meaning or intent of any part thereof, should immediately request in written form, either by fax, by Email or by mail, clarification from Bryan Boyes, Utilities Leader. Upon receipt of the written request for clarification, Mr. Boyes will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any Work done after discovery of discrepancies, errors or omissions will be done at the Contractor's risk.

Addenda issued during the time of Tendering will be signed by the Contractor and included with the Tender and will become a part of the Tender documents.

NOTE: the last day that requests for clarification or inquiries may be made is Monday, June 15, 2020 in order that addenda, if necessary, are issued in time for all tenderers to complete their submission and have it delivered to the Regional District office prior to the closing time and date of the ITT. After June 15, 2020, should changes be necessary to the work of this ITT, they will be addressed through Article 21, Changes in the Work under General Conditions.

**Addenda and Amendments issued during the time of Tendering will be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.**

## **2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

The Contractor will satisfy themselves as to the practicability of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.

The Contractor will examine the site and its surroundings and, before submitting their Tender, will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means of access to the site, the accommodations they may require, and, in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

The Contractor will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the prices stated in the Schedule of Prices. These prices will cover all of their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment, material, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise provided elsewhere in this Contract.

## **3. START AND DURATION OF CONTRACT**

The Contract will begin on October 1, 2020 at 12:01 a.m. and the Contract will remain in force until completion due prior to November 30, 2020.

## **4. TENDER PRICES**

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening (Thursday, June 18, 2020), unless otherwise stated by the Regional District.

Tenders will be evaluated on the ability of the Tenderer to comply with Contract requirements, the Tendered Price and experience. Where tender prices are the same, the Regional District will consider experience in similar work beyond the minimum standards established in the Contract.

The Regional District will not be responsible for any costs incurred by the tenderer which may result from the preparation or submission of documents pertaining to this Tender.

## **5. LOCATION OF SITE**

The Harold Mann Regional Park is located 50 km northeast of Prince George via Highway 97 and Upper Fraser Road.

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## **ACKNOWLEDGEMENT LETTER**

The undersigned has received the full set of Tender Documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

We presently intend to \_\_\_\_\_ provide/ \_\_\_\_\_ not provide a Tender as requested.

Return immediately to:

Bryan Boyes,  
Utilities Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8

Fax Number: 250-562-8676  
Email: [bboyes@rdffg.bc.ca](mailto:bboyes@rdffg.bc.ca)

## **TENDERER CHECKLIST**

Before submitting your tender, check the following points:

- ☐ Has the Tender Form been signed and witnessed? \_\_\_\_\_
- ☐ Has the Security Deposit requirement been met? \_\_\_\_\_
- ☐ Is the Schedule of Prices completed? \_\_\_\_\_
- ☐ Is the Conflict of Interest Disclosure Statement completed? \_\_\_\_\_
- ☐ Are the following pages included?
  - List of Contractor's Personnel? \_\_\_\_\_
  - List of Sub-Contractors? \_\_\_\_\_
  - List of Equipment? \_\_\_\_\_
  - Tenderer's Experience in Similar Work? \_\_\_\_\_
  - Goods and Services Tax Information? \_\_\_\_\_
  - Any Addenda that were issued? \_\_\_\_\_
- ☐ Are the documents complete? \_\_\_\_\_
- ☐ Are the documents enclosed in a sealed envelope? \_\_\_\_\_

***Note: Your tender may be disqualified if ANY of the applicable foregoing points have not been complied with.***

Ensure that the tender is returned in a sealed envelope clearly marked on the outside with:

- ☐ Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
- ☐ Regional District of Fraser-Fort George  
Shoreline Stabilization & Drainage Works - Harold Mann Regional Park  
Invitation to Tender ES-20-12
- ☐ Responding Organization's name and address.



## **TENDER FORM**

Date: \_\_\_\_\_  
(To be completed by Tenderer)

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

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and Scope of Work and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the Work, and having satisfied themselves as to the sufficiency of the Tender the undersigned agrees to furnish all labour, equipment, materials, supervision permits and services and do all Work necessary for and reasonably incidental to the shoreline stabilization & drainage works at the Harold Mann Regional Park as specified, in accordance with the contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the prices shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender opening and will not be withdrawn during that period of time.

The Tendered price includes all taxes, duties and all other additional charges on any or all materials, equipment and labour, and it is understood that payment will be made for the completion of all work specified in the Contract on the basis of the prices tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the Contractor.

The undersigned agrees that the sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list **without written approval of the Regional District.**

If the undersigned is notified in writing of the acceptance of this Tender, they agree that within fourteen (14) days of the date of the acceptance notice they will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

It is understood that the successful Tenderer will forfeit all claims for execution of a contract with the Regional District if the Tenderer fails or refuses to execute a contract within fourteen (14) days after notification that they are the successful Tenderer.

Accompanying this Tender please find our certified cheque, bank draft or money order as the security deposit in the amount of five thousand dollars (\$5,000).

It is understood that the security deposit for the successful Tender will become the property of the Regional District as liquidated damages if the Tenderer fails or refuses to execute a contract.

The undersigned agrees that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

The tenderer hereby acknowledges receipt and inclusion of the following addenda to the Tender Documents:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Signed and Delivered by:

\_\_\_\_\_  
Name of Tenderer (Company)

In the presence of:

\_\_\_\_\_  
Signature of Individual Tenderer or  
Authorized Signing Officer of Corporate Tenderer

\_\_\_\_\_  
(Witness to individual Tenderer or authorized  
signing officer of Corporate Tenderer)

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Address of Tenderer

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## **SCHEDULE OF PRICES – TENDERED PRICE**

To supply all necessary equipment, labour, materials, supervision and all things necessary to provide Shoreline Stabilization & Drainage Works at the Harold Mann Regional Park in accordance with the attached General Conditions of Contract.

1) TENDER SUM:

A. Install Multiflow drain and one picnic table site	\$ _____
B. Shoreline Stabilization	\$ _____
C. TOTAL (Sum A & B)	\$ _____
D. GST	\$ _____
E. TOTAL TENDERED SUM (C & D)	\$ _____

WorkSafeBC Account Number: \_\_\_\_\_

### **LIST OF CONTRACTOR'S PERSONNEL**

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

<b>Name of Employee</b>	<b>Employee's Experience / Qualifications</b>

### **LIST OF SUB-CONTRACTORS**

The Contractor agrees that the Sub-contractors employed by them will be as listed below and further agrees that no changes or additions will be made to their list without the written approval of the Regional District.

<b>Name of Sub-Contractor</b>	<b>Address of Sub Contractor</b>	<b>Work to Be Performed by Sub-Contractor</b>

## **LIST OF EQUIPMENT**

The Tenderer will list size, model, year and operating weight of equipment they propose to use on the site. No changes or additions will be made to this list without the written approval of the Regional District.

State standby equipment to be used in event of breakdown of above, and where it will be drawn from.

<b>Primary Equipment</b>	<b>Size</b>	<b>Model</b>	<b>Make</b>	<b>Type of Engine</b>	<b>Year</b>	<b>Weight</b>

<b>Secondary Standby Equipment</b>	<b>Size</b>	<b>Model</b>	<b>Make</b>	<b>Type of Engine</b>	<b>Year</b>	<b>Weight</b>

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

Year	Work Performed	Reference Contact (name and phone number)	Value

## **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 \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST DISCLOSURE STATEMENT**

### **PROCUREMENT PROCESS**

ES-20-12 Shoreline Stabilization & Drainage Works - Harold Mann Regional Park

Tenderer Name: \_\_\_\_\_

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

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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



## **CONTRACT AGREEMENT**

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 "Contractor")

OF THE SECOND PART

WITNESSETH: that the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
  - (a) Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Shoreline Stabilization & Drainage Works - Harold Mann Regional Park " Contract ES-20-12 from October 1, 2020 to November 30, 2020; and
  - (b) Commence to actively proceed with the Work of the Contract on October 1, 2020.
2. The Regional District will pay to the Contractor a full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Instructions to Tenderers, executed Tender Form, Schedule of Prices, List of Contractor's Personnel, List of Sub-contractors, Tender's Experience in Similar Work, Conflict of Interest Disclosure Statement, General Conditions of Contract, Contract Agreement, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Section 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor 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  
**COMPANY**

Authorized Signature Signatory

Date \_\_\_\_\_

(Name and Title) (Please print)

## GENERAL CONDITIONS

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## **1. DEFINITION OF TERMS**

"Contract Documents" or "Contract" means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated therein, as listed in the Table of Contents on page one.

"Contractor" means the successful Proponent who enters into the Contract.

"Equipment" means anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein.

"Facility or Facilities" means the Harold Mann Regional Park, near Prince George, BC.

"Herein" and "Hereof", and similar expressions wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.

"Manager" means the General Manager or equivalent for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

"Material" or "Materials" means, unless otherwise specified, anything and everything other than persons or the Contractor's equipment, which is manufactured, processed or transported to the site, or existing on the site, and incorporated in the complete Works.

"Regional District" means the Regional District of Fraser-Fort George.

"Sub-Contractor" means any person, firm, or corporation approved by the Regional District having a contract for the execution of a part or parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who furnished material.

"Supply" or "Provide" means supply and pay for and provide and pay for.

"Vehicle" means a motorized carrier and/or trailer, as defined in the *Motor Vehicle Act* of British Columbia.

"Work" or "Works" means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

## **2. INTENT OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is that the Contractor will provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution to the Work described in the Tender documents or as directed by the Regional District and all incidental Work to complete the project.

## **3. LOCAL CONDITIONS**

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

#### **4. MANAGER'S STATUS**

The Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the landfill site in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as they consider necessary.

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

#### **5. REPORTS**

The Contractor will, upon the request of the Manager, fully inform the Manager of the Work done and to be done by the Contractor in connection with the provision of the services.

#### **6. SUPERVISOR AND LABOUR**

The Contractor **will keep on the Work at all times during its progress**, a competent supervisor. The supervisor is to have industry certification and experience. The supervisor will be on site during the operating hours of the facility as per the schedule. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to him will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District representative and have the authority to act on contractual obligations without prejudice on behalf of the Contractor. The supervisor will have a daily meeting with the designated Regional District employee at the beginning and end of the day.

The Contractor will keep on the Work at all times sufficient personnel to carry out the Work required by the Contract.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract. The Contractor will make proof of payment available to the Manager when requested.

#### **7. CHARACTER OF WORKERS**

All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor, equipment operator, or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Manager, does not perform their Work in a competent manner, appears to act in a disorderly or intemperate manner, is intoxicated or wilfully negligent will at the written request of the Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the Manager.

#### **8. ASSIGNMENT OF CONTRACT**

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written

consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

## **9. CONFIDENTIALITY**

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Contractor will treat as confidential and will not, without the prior written consent of the Manager, 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 Contractor as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfil their obligation under this Contract, or by the laws of British Columbia.

## **10. REGIONAL DISTRICT'S TERMINATION OF CONTRACT**

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions and agreements contained in the Contract to be performed or stoppage under Article 4, the Regional District reserves the right to take corrective actions. The Regional District may also deduct from the payments due to the Contractor or deduct from the Irrevocable Commercial Letter of Credit any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

For unsatisfactorily performed Work, the Contractor will, with written notice, have 24 hours to correct Deficiencies. If not completed within 24 hours, under section 12, the Regional District has the right to correct them at which time the Regional District has the right to withhold costs from payment to the Contractor. After three such written notices, the Contract will be terminated.

The Regional District will have the right to terminate the Contractor's rights to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of creditors, or if a receiver or liquidator should be appointed, and that such termination shall be effective upon the Regional District giving notice thereof.

## **11. CONTRACTOR'S TERMINATION OF CONTRACT**

The Contractor will have the right to terminate the Contract for any of the following reasons:

- a. In the event of an Order of any Court or other public authority, other than the Regional District, causing the Work to be stopped or suspended, when the period of such stoppage or suspension exceeds ninety (90) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, their agents or servants, the Contractor will receive from the Regional District payment for the Work completed. The Regional District will not be liable for any loss of profits, damages, or expenses incurred by the Contractor as a result of such stoppage or suspension. Such termination will be effective upon the Contractor giving notice thereof.
- b. In the event the Regional District fails to pay for the Work performed, except as provided in the Contract documents, within thirty (30) days from this specified date of payment and fails to remedy such default within ten (10) days of the Contractor's written notice to do so, the Contractor will receive from the Regional District payment for the Work completed. Such termination will be effective, upon the Contractor giving notice thereof.

## **12. SUSPENSION OF WORK BY THE OWNER**

The Regional District may, at any time, suspend the Work, or any portion thereof, provided they give the Contractor written notice of suspension.

### **13. SUB-CONTRACTORS**

The Sub-Contractors named in the Tender Form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the Manager. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-Contractors and of their employees to the same extent that they are responsible for the acts or omissions of the Contractor's employees. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Regional District. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

### **14. OWNERSHIP**

The Material produced, received or provided by the Regional District to the Contractor as a result of this Contract and any equipment, machinery or other property provided by the Regional District to the Contractor as a result of this Contract will:

- (a) be the exclusive property of the Regional District; and
- (b) immediately be delivered by the Contractor to the Regional District giving written notice to the Contractor requesting delivery of the same, or at the end date of this Contract.

### **15. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES**

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, or where the Regional District may be found to be out of compliance of the Permit or Operating Certificate requirements, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

### **16. INDEMNITY AND RELEASE BY CONTRACTOR**

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.

### **17. PERMIT AND REGULATIONS**

The Contractor will, at their own expense, procure all other permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work save in so far as the Contract Documents specifically provide otherwise.

If the Contractor shall discover any provision in the Contract that is contrary to, or inconsistent with, any laws or regulations, the Contractor will notify the Manager in writing.



## **18. INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

## **19. PROTECTION OF WORK AND PROPERTY**

The Contractor shall take all reasonable precautions necessary to protect the Regional District's property from damage during the performance of the Contract and shall make good on any damage to the Regional District's property caused by the Contractor, its Sub-Contractor, employees, or agents during the performance of the Contract.

## **20. OCCUPATIONAL HEALTH AND SAFETY**

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property at the Facility and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

## **21. CHANGES IN THE WORK**

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra Work or changes in any Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, will be decided by the Regional District. The Regional District will use one or more of the following methods in deciding such value:

- a. by lump sum submitted by the Contractor and accepted by the Regional District;
- b. on a force account basis as specified in these General Conditions.

## **22. PAYMENT**

The Contractor may provide an invoice to the Regional District upon completion of the Works. The final invoice will be paid within 30 days of receipt of the invoice.

The Regional District will inspect the Work before making payment.

The Regional District may withhold 10% of the total payment due under the Contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:

- a. the Work has been completed to the satisfaction of the Regional District.
- b. the Regional District has received notification from the WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the Contract term.



### **23. GOODS AND SERVICES TAX (GST)**

Federal law states that five percent (5%) tax be paid on all goods and services. If the Contractor does not qualify as a small supplier, then the Contractor is required to identify the GST tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

### **24. PAYMENT WITHHELD OR DEDUCTED**

The Regional District may withhold, suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect themselves from loss on account of one or more of the following:

- (a) Where the Contractor is not performing the Work satisfactorily.
- (b) Where any defective or faulty Work has not been remedied.
- (c) Where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.
- (d) Where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site or in connection with the Work.
- (e) Where the Regional District has corrected a deficiency under Article 15.
- (f) Where the Contractor is delinquent in their WorkSafeBC coverage.
- (g) Where Sub-Contractors or suppliers of materials are not receiving prompt payment, the Regional District may make payment to such Sub-Contractors or suppliers directly having deducted those amounts from payments to be made that are otherwise due to the Contractor.

### **25. REMOVAL OF LIENS**

The Contractor will forthwith remove at their own expense, liens filed or registered against the Harold Mann Regional Park, and the Contractor will indemnify and save harmless the Regional District from liability arising out of any such claims of lien.

### **26. INSURANCE**

The Contractor 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 Contractor) 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 Contractor 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 \$3,000,000 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. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.
- v. The Contractor will buy and keep in force at their expense until completion of the Contract, firefighting expense insurance in the amount of One Million Dollars (\$1,000,000). Such insurance is to include forestry firefighting expenses and will be in the name of the Contractor and the Regional District.

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

## **27. DURATION OF CONTRACT**

The duration of the Contract will be from 12:01 a.m., October 1, 2020 to midnight, November 30, 2020.

## **28. WORKSAFEBC**

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their Workers' Compensation Board Number and will keep all assessments required to be paid in relation to the Contract amount. Where the Contractor is delinquent in WorkSafeBC assessments or coverage, the outstanding assessment may be deducted from their payment and paid to WorkSafeBC.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.

Where the contractor may not be eligible for WCB coverage, the contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

## **29. DISPUTED WORK**

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will within five (5) days deliver to the Manager a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the Manager, or the time at which the Contractor determines that they are required to perform such work, whichever occurs first.

The Contractor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Contractor will not be entitled to payment if they fail to keep and produce such records.

## **30. RIGHTS OF WAIVER**

A waiver of any breach of, or provision of, this Contract 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.

### 31. SEVERABILITY

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

### 32. GOVERNING LAWS

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

### 33. NOTICE OF PROTEST

<b><u>NOTICE OF PROTEST</u></b>	
TO:	General Manager of Environmental Services Regional District of Fraser-Fort George
FROM:	(Contractor)
DATE:	
SUBJECT:	THE CONTRACT
Date of Direction:	
You have required me to perform the following work that is beyond the scope of the Contract. (Set out details of work). (Include dates where applicable)	
The additional costs and claim for this work is as follows: (Set out details of cost)	
All supporting documentation and invoices are attached.	
I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records will be a bar to any recovery by me.	
Signature of Contractor	

## **SCOPE OF WORK**

The Contractor will provide all materials required and supply all equipment, tools and labour necessary to perform Shoreline Stabilization & Drainage Works as specified in the Scope of Work contained herein. Works will follow those laid out in this Scope of Work, and laid out as shown in Appendix A – Layout of Works and Design Drawings.

1. The contractor will, at his expense, pay for and supply all equipment and tools, labour and materials to complete the Works as specified herein.
2. Shoreline stabilization Works at Harold Mann Regional Park will be required as follows:
  - a. Multiflow drain at one Picnic Table Site
    - Drain consisting of prefabricated panels of small diameter perforated pipe buried shallowly and surrounded by permeable granular material with drainage to lake. Drawing located in Appendix A.
  - b. Shore Protection
    - Installation of coir logs combined with live staking

### **Coir log**

Coir logs are a low maintenance “soft” form of erosion control and 100% biodegradable. Designed for stabilization and support of banks, shorelines and hills, they create a natural control area to promote growth of native plants which will help control erosion and create a natural aesthetic look. Coir logs can be used in combination with re-vegetation or live staking to dampen the oncoming waves until the plants establish themselves. This method works best with gradual slopes and filling will be necessary where vertical faces are present.

The coir log stabilizes the bank and provides protection from wave action while vegetation gets established on the upper portion of the shoreline and on the coir logs themselves. To guard against flotation and displacement by ice action, wood stakes with twine ties hold the coir logs in place. The coir logs would biodegrade over a period of 3 to 4 years during which time a mat of vegetation could get established to provide long term stabilization of the bank. The coir logs are flexible and placement can follow the natural ground contours with little or no disturbance to the existing toe of the shoreline.

### **Live Staking**

Live staking is the insertion of live, rootable vegetative cuttings into the ground. If done properly, the cutting will root and grow. This technique stabilizes the shore by extracting moisture and using the root system to reinforce and bind the soil together. This option is suitable for small slopes that are frequently wet. Live staking is an inexpensive method and enhances conditions for natural invasion and the establishment of local plants. Willow cuttings are recommended because of their ability to root rapidly and absorb moisture. Live staking would be used in combination with coir logs in order to stabilize the toe and provide protection to the newly planted cuttings.

3. The Coir logs and live staking will take place along all heavily eroded areas of the shoreline. These areas are up to 1m high and occur from the 2<sup>nd</sup> picnic table in the Appendix A drawing to the east edge of the lawn area. A visit to the site will confirm the length and height in the contractors estimate.

4. The stabilization and drainage Works will be performed and laid out according to the layout as identified in Appendix A.
  - All measurements on the layout drawing are approximate. The contractor will be responsible for any final measurements required for the purpose of preparing a bid.
5. Contractors are encouraged to visit the site for the purpose of preparing their bid.
6. The Contractor will exercise good public relations while fulfilling his responsibilities under the Contract and will ensure that his employees do the same.
7. The Contractor will ensure that workers have sufficient knowledge, skill and experience to properly and safely perform the Work.
8. The Park may contain bears and other wildlife. The Contractor will take precautions and ensure that workers are properly trained so that conflicts with wildlife are avoided.

## **APPENDIX 'A' – SITE LAYOUT**

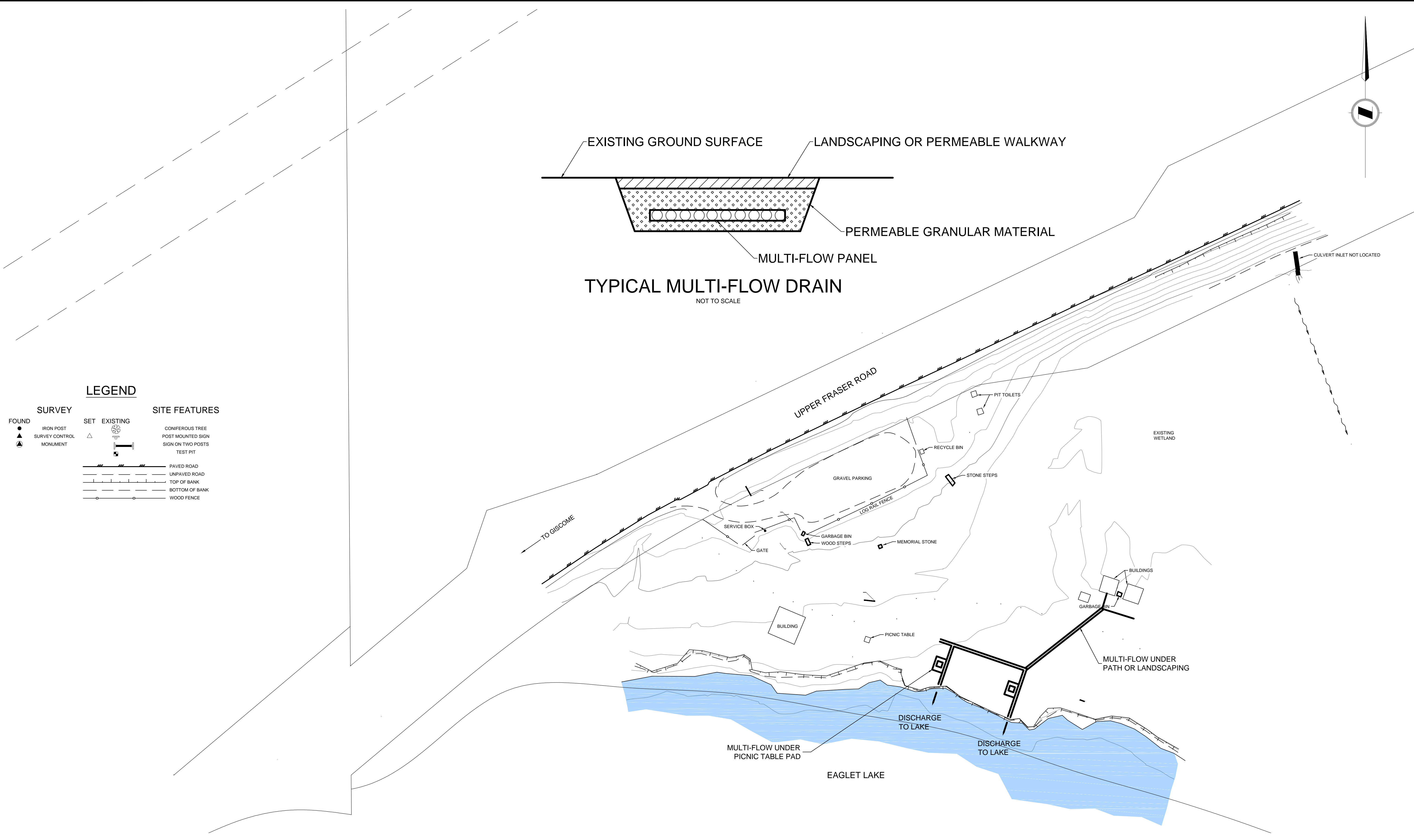




## **APPENDIX 'B' – DESIGN DRAWINGS**



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H:\PROJ\2341\220-229\2214 - 02\FG Harold Mann Regional Park Shoreline\10.3 Drawings\10.3 Models\20170303 V\A001.dwg, DRAIN CONCEPT, 3/3/2017 9:20:29 AM  
DATE 2017/03/03 09:20 FILE H:\PROJ\2341\220-229\2214 - 02\FG Harold Mann Regional Park Shoreline\10.3 Drawings\10.3 Models\20170303 V\A001.dwg



						<p>THIS DRAWING AND DESIGN IS THE PROPERTY OF McELHANNEY CONSULTING SERVICES LTD. (McELHANNEY) AND SHALL NOT BE USED, REUSED OR REPRODUCED WITHOUT THE CONSENT OF McELHANNEY. McELHANNEY WILL NOT BE HELD RESPONSIBLE FOR THE IMPROPER OR UNAUTHORIZED USE OF THIS DRAWING AND DESIGN. THIS DRAWING AND DESIGN HAS BEEN PREPARED FOR THE CLIENT IDENTIFIED, TO MEET THE STANDARDS AND REQUIREMENTS OF THE APPLICABLE PUBLIC AGENCIES AT THE TIME OF PREPARATION. McELHANNEY, ITS EMPLOYEES, SUBCONSULTANTS AND AGENTS WILL NOT BE LIABLE FOR ANY LOSSES OR OTHER CONSEQUENCES RESULTING FROM THE USE OR RELIANCE UPON, OR ANY CHANGES MADE TO, THIS DRAWING, BY ANY THIRD PARTY, INCLUDING CONTRACTORS, SUPPLIERS, CONSULTANTS AND STAKEHOLDERS, OR THEIR EMPLOYEES OR AGENTS, WITHOUT McELHANNEY'S PRIOR WRITTEN CONSENT. INFORMATION ON EXISTING UNDERGROUND FACILITIES MAY NOT BE COMPLETE OR ACCURATE. McELHANNEY, ITS EMPLOYEES AND DIRECTORS ARE NOT RESPONSIBLE NOR LIABLE FOR THE LOCATION OF ANY UNDERGROUND CONDUITS, PIPES, CABLES OR OTHER FACILITIES WHETHER SHOWN OR OMITTED FROM THIS PLAN. PRIOR TO CONSTRUCTION CONTRACTOR SHALL EXPOSE LOCATIONS OF ALL EXISTING FACILITIES BY HAND DIGGING OR HYDROVAC AND ADVISE THE ENGINEER OF POTENTIAL CONFLICTS.</p> <p>0 1:500 25</p> <p>ORIGINAL DWG SIZE: ANSI D (22" x 34")</p>	<div><div><div></div><div></div></div><div><div>McElhanney</div><div>McElhanney Consulting Services Ltd.</div></div></div> <div>Suite 12 556 North Nechako Road Prince George BC Canada V2K 1A1 Tel 250 561 2229</div>		<div>REGIONAL DISTRICT OF FRASER - FORT GEORGE</div> <div>155 GEORGE STREET, PRINCE GEORGE, BC, V2L 1P8</div> <div>HAROLD MANN REGIONAL PARK</div> <div>MULTI-FLOW DRAIN CONCEPT</div>		Drawing No.	
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0	16-10-25	FOR REVIEW	SAB	-	DK	Project Number		Rev				
Rev	Date	Description	Drawn	Design	App'd	2341-02214-00		A				