



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER ES-22-01

SOLID WASTE HAULING SERVICES Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations

Date Issued: February 28, 2022

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

Closing Date and Time: **Tuesday, March 22, 2022**
10:00 am (Pacific Standard Time)
No Public Opening

General Inquiries: Email Petra Wildauer at pwildauer@rdffg.bc.ca

Note: Late submissions will not be considered

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1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George invites tender submissions for solid waste hauling services at Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations.

The work to be performed under this Contract is described as the hauling of refuse and the transfer of this refuse between Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations to the Foothills Boulevard Regional Landfill.

1.1 Tender Documents

Invitation to Tender Documents may be obtained on, or after, February 28, 2022 as follows:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca, or
- B) On BCBid® website at 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:

Petra Wildauer
General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
Phone: 250-960-4400 Fax: 250-562-8676 Email: pwildauer@rdffg.bc.ca

1.2 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 Petra Wildauer, General Manager of Environmental Services at pwildauer@rdffg.bc.ca.

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, addenda, or answers to questions and their tender may be disqualified if it is incomplete or non-compliant as a result of the tenderer's failure to acknowledge receipt of an addendum in accordance with this ITT, or as a result of the tenderer's failure to comply with the requirements of an amendment or addendum to this ITT.

1.3 Tender Close and Opening

Sealed Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd floor, 155 George Street, Prince George, BC, not later than 10:00 a.m. local time on Tuesday, March 22, 2022 in the Regional District Office at 155 George Street, Prince George, BC.

1.4 Tender Submissions

The Regional District will accept tenders submitted by direct delivery to the Regional District main office. All tenders must be submitted to the Regional District's General Manager of Financial Services by 10:00 a.m. (local time) on Tuesday, March 22, 2022.

Two (2) complete copies of your Tender (pages 13 through 19), and your security deposit 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
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Regional District of Fraser Fort George
Solid Waste Hauling Services– Summit Lake, Bear Lake and McLeod Lake
Regional Transfer Stations
Invitation to Tender ES-22-01
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.

Any Tender received after the closing date and time (Tuesday, March 22, 2022 at 10:00 a.m.) will be considered disqualified.

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 19).

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 Waiver of Claims for Compensation

Except for a claim for the reasonable cost of preparation of its tender, by submitting a tender, each tenderer irrevocably waives any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation any alleged unfairness in the evaluation of a tender or award of a contract;
- 2) a decision by the Regional District not to award a contract to that tenderer; or
- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

1.7 Proof of Ability

The Tenderer 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 Tenderer will make available for the completion of the contract, will be included with each Tender.

1.8 Security Deposit

A certified cheque, bank draft or money order in Canadian funds in the amount of Five Thousand Dollars (\$5,000) must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within sixty (60) days of the 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 Dollars (\$5,000) Security Deposit.

1.9 Irrevocable Commercial Letter of Credit

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) provided in the amount of fifty thousand dollars (\$50,000). The ICLC shall be in a form consistent with the ICLC shown on page 20 of these documents. The ICLC will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

1.10 Discrepancies or Omissions

Tenderers finding discrepancies, errors, or omissions in this ITT, or requiring clarification on the meaning or intent of any part therein, should immediately request in written form by email, clarification from the Project Manager. Upon receipt of the written request for clarification, the Project Manager will send written instructions or explanations by email to all tenderers registered as having returned the Acknowledgement Letter. The Regional District will not accept responsibility for any damages, costs or expenses incurred by a tenderer in reliance on oral instructions. Any work done in preparation of a tender after discovery of discrepancies, errors or omissions in the ITT will be done at the tenderer's risk unless the discrepancy, error or omission is reported to the Project Manager in accordance with this provision.

NOTE: The last day that requests for clarification or inquiries may be made is Wednesday, March 16, 2022 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 March 16, 2022, should changes be necessary to the work of this ITT, they will be addressed through Article 19, 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.

2.0 **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

The Contractor will satisfy themselves as to the practicability of executing the work continuously throughout the year 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.

3.0 TENDER PRICES

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening (Tuesday, March 22, 2022), 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.

4.0 SITE LOCATIONS AND FACILITY INFORMATION

Maps located in Appendix A, B and C.

Summit Lake Transfer Station

Single bin site. East side of Hart Hwy. Turn east about 3 km north of the south access into Summit Lake.

Bear Lake Transfer Station

Two bin site. The marshalling site has a trench for the disposal of wood waste. West side of Hart Hwy, turn west on Hall Road across from Petro Canada Store, in about ¾ km past the highways maintenance yard.

McLeod Lake Transfer Station

Two bin site. East side of Hart Hwy, approximately 7 km north of Whiskers Point Provincial Park.

5.0 TENDER FORMAT

Tenderers are asked to respond in the manner outlined below and, if submitting in hard copy format, to submit **two (2) complete copies** of their tender. The following format and sequence, with all pages consecutively numbered, is to be followed in order to provide consistency in tenders and to ensure each tender receives full and complete consideration.

- a. Tenderers will complete pages 13 through 19:
 - Tender Form: to be completed, signed, and witnessed
 - Schedule of Prices: the Schedule of Prices must be completed and included in the tender submission. All prices for the work shall be stated in Canadian dollars. Taxes are to be shown as separate line item on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price
 - List of Sub-Contractors: to include sub-contractor's legal name and the work to be performed by the sub-contractor
 - Tenderer's Experience in Similar Work
 - List of Equipment
 - Goods and Services Tax Information
 - Conflict of Interest Disclosure Statement
- b. All amendments and addenda, if any, issued for this ITT. Each amendment and addendum must be signed by the tenderer and included with the tender and will form part of the tender and contract documents.

6.0 TENDER EVALUATION

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract (the "Contract"). Tenders should be clear, concise, and complete.

The following tender evaluation methodology will be used by the committee to evaluate the tenders received:

- a. *Tenderer's Qualification and Experience*
The length and quality of experience of
 - the company named in tender experience in the industry
 - the Tenderer performing similar work
- b. *Past Work Experience with the Regional District*
 - past contract and work experience with the Regional District
 - references
 - completion of previous contracts
- c. *Budget/Bid Price*
 - price submitted for works being requested
 - pricing for works compared to industry standards
- d. *Equipment Standards and Back-Up Equipment Plan*
 - meeting equipment criteria provided (if applicable)
 - back-up equipment plan in the event that primary equipment breaks down or in need of longer period servicing which would impede services required

Where tender prices are the same, the Regional District will consider the tenderer's experience in similar work beyond the minimum standards established in this ITT.

Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process. Notwithstanding the results of the evaluation conducted by the committee, the Regional District reserves the right to select the tender that the Regional District considers provides best overall value.

7.0 CONTRACT

7.1 Form of Contract

The form of contract will be similar to the sample contract on page 21 and will include this ITT, Instructions to Tenderers, Tender Form, List of Sub-Contractors, Tenderer's Experience in Similar Work, Schedule of Prices, List of Equipment, Goods and Services Tax information, Conflict of Interest Disclosure Statement and all appendices, amendments, and addenda, and the successful Tenderer's submission. The Regional District reserves the right to negotiate the terms and conditions of the contract with the tenderer whose tender is selected following the evaluation process referred to in Section 6.0 of this ITT.

7.2 Award of Contract

A contract for ES-22-01 ("Solid Waste Hauling Services – Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations") is anticipated to be awarded no later than Thursday, April 21, 2022. All tenderers will be advised, in writing, as to the awarding of the Contract.

The Regional District may, in its sole discretion, award the Contract for Solid Waste Hauling Services – Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations, or it may delay the date of awarding the Contract or cancel this ITT if deemed appropriate by the Regional District for any reason.

The tenderer awarded the Contract (“Contractor”), will have seven (7) calendar days to provide the required proof of insurance under Article 28 and proof of WorkSafeBC coverage under Article 29, upon notification that the Regional District has accepted its tender.

7.3 Start and Duration of Contract

The Contract will begin on July 1, 2022 at 12:01 a.m. and the Contract will remain in force until midnight June 30, 2025. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to five (5) years. Each renewal will be for a one year period. Each period of renewal shall be as per the pricing, terms and conditions as originally tendered.

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:

Petra Wildauer
General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

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

TENDERER CHECKLIST

Before submitting your tender, check the following points:

- ☐ Has the Security Deposit requirement been met?
- ☐ Have you submitted the Acknowledgement Letter?
- ☐ Has the Tender Form been signed and witnessed?
- ☐ Has the Schedule of Prices been completed and signed?
- ☐ Has the List of Sub-Contractors been completed?
- ☐ Has the Tenderer's Experience in Similar Work been completed?
- ☐ Has the List of Equipment been completed?
- ☐ Has the Goods and Services Tax Information been completed?
- ☐ Has the Conflict of Interest Disclosure Statement been completed?
- ☐ Are all amendments and/or addenda, if any, included and signed?
- ☐ Have you included two (2) complete copies of your tender submission?
- ☐ Is the submission enclosed in a fully labelled **sealed** envelope?
- ☐ Are the tender submission envelope and the courier envelope both labelled fully?

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
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- ☐ Regional District of Fraser-Fort George
Solid Waste Hauling Services - Summit Lake, Bear Lake and McLeod Lake
Regional Transfer Stations
Invitation to Tender ES-22-01
- ☐ 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, Irrevocable Commercial Letter of Credit, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having satisfied myself/ourselves as to the sufficiency of the ITT, the undersigned agrees to furnish all labour, transportation, equipment, materials, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work.

I/We agree that in consideration of having my/our tender submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for sixty (60) days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the awarded Contract only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the sub-contractor(s) employed will be as listed on the List of Sub-Contractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within fourteen (14) days of the date of the acceptance notice I/we 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.

I/We agree 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.

I/We agree that tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. I/We agree that 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 the ITT, whether or not such non-compliance is material.

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).

I/We agree that except for a claim for the reasonable cost of preparation of this tender, by submitting a tender, I/We irrevocably waive any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation any alleged unfairness in the evaluation of a tender or award of a contract;
- 2) a decision by the Regional District not to award a contract to that tenderer; or
- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

I/We hereby acknowledge receipt and inclusion of the following addenda to the ITT Documents:

Addendum _____	No. dated: _____	Addendum _____	No. dated: _____
Addendum _____	No. dated: _____	Addendum _____	No. dated: _____
Addendum _____	No. dated: _____	Addendum _____	No. dated: _____

Signed and Delivered by:

Signed in the presence of:

Signature

Address

Name of Witness (Please print)

City, Province, Postal Code

Signature of Authorized Signatory

Name of Tenderer

Name of Authorized Signatory (Please print)

Address

Title

City, Province, Postal Code

SCHEDULE OF PRICES

To supply all necessary equipment, labour, materials, supervision, and all things necessary for Solid Waste Hauling Services at the Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations in accordance with the attached General Conditions and Operational Specifications.

1. SUMMIT LAKE REGIONAL TRANSFER STATION

UNIT PRICE (not including GST)

A. Unit Price per service, to transport refuse from the Summit Lake Regional Transfer Station to the Foothills Boulevard Regional Landfill in accordance with the Contract Specifications. \$ _____ / service

B. Hourly rate for after hours response. \$ _____ / hour

2. BEAR LAKE REGIONAL TRANSFER STATION

UNIT PRICE (not including GST)

A. Unit Price per service, to transport refuse from the Bear Lake Regional Transfer Station to the Foothills Boulevard Regional Landfill in accordance with the Contract Specifications. \$ _____ / service

B. Hourly rate for after hours response. \$ _____ / hour

3. MCLEOD LAKE REGIONAL TRANSFER STATION

UNIT PRICE (not including GST)

A. Unit Price per service, to transport refuse from the McLeod Lake Regional Transfer Station to the Foothills Boulevard Regional Landfill in accordance with the Contract Specifications. \$ _____ / service

B. Hourly rate for after-hours response. \$ _____ / hour

WorkSafeBC Account Number: _____

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.

Name of Sub-Contractor	Address of Sub Contractor	Work to Be Performed by Sub-Contractor

TENDERER'S EXPERIENCE IN SIMILAR WORK

The Contractor is to demonstrate that they have a minimum of five (5) years of current customer service experience as well as staff supervision experience. List professional and recent experience.

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

LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of equipment they propose to use at the Facility to complete the Work herein. 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 the event of breakdown of the above, and from where it will be drawn. Please list winterizing equipment used for the equipment.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight

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-22-01 Solid Waste Hauling Services
Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations

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:

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

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. _____

Amount \$ _____

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

Dear Sir:

Re: Irrevocable Letter of Credit No.

In accordance with the Contract to supply and haul solid waste for the Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations, under Contract ES-22-01, we hereby authorize you to draw on _____ (name and address of bank) Province of British Columbia, for account of _____ (name of Tender) up to an aggregate amount of fifty thousand dollars (\$50,000) available on demand for 100% value.

Pursuant to the request of our customer, _____, we, the _____ Bank, hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we will honour without enquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

1. Draws are to be made in writing to _____ (name of bank).
2. Partial draws may be made.
3. The Bank will not inquire as to whether or not the Regional District of Fraser-Fort George has the right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to sixty (60) days after termination of the Contract.

Demands must be made not later than 60 days following expiration of the Contract.

The Demands made under this Credit are to be endorsed hereon and will state on their face that they are drawn under _____ (name and address of bank), Letter of Credit No. _____.

Yours truly,

Manager
(On behalf of Name of Bank)

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:

CONTRACTOR

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 labour, equipment, transportation, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender ES-22-01, Solid Waste Hauling Services – Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations.
 - (b) Commence to actively proceed with the work of the Contract July 1, 2022 and upon execution of the Contract.
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this Contract, \$XXXX (plus applicable taxes) in Canadian funds, as specified in the contract documents.
3. The Invitation and Instructions to tenderers, Tender Form, List of Sub-Contractors, Tender's Experience in Similar Work, Schedule of Prices, all appendices, amendments and addenda, as well as the tenderer's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure 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 Clause 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 the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail 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
CONTRACTOR

Authorized Signature Signatory

Date

(Name and Title) (Please print)

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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.

"CONTRACTOR" means the successful Tenderer who enters into the Contract Agreement.

"EQUIPMENT" means anything and everything except persons used by the Contractor in performance of the work.

"FACILITY or FACILITIES" means the Summit Lake, Bear Lake or McLeod Lake Regional Transfer Stations.

"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.

"LANDFILL" means the Foothills Boulevard Regional Landfill solid waste receiving facility at 6595 Foothills Boulevard which is used for the deposit of Refuse and additional waste and is used for the temporary storage of source separated residual material.

"MANAGER" means the General Manager of Environmental Services of the Regional District of Fraser-Fort George or their authorized representative.

"REFUSE" means, but is not necessarily limited to, food waste, market waste, combustibles such as paper, wood and leather; non-combustibles such as crockery, glass, dirt, wood ash, street sweepings; bulky waste such as furniture and appliances; construction, demolition and land clearing refuse such as stumps, pipe, concrete, lumber, plastic and wire; all arising from domestic, commercial, institutional or municipal activities.

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

"SOLID WASTE" means Refuse and additional wastes and approved controlled waste suitable for landfilling at the Foothills Boulevard Regional Landfill but excluding Prohibited Waste.

"SUB-CONTRACTOR" means any person, firm or corporation approved by the Regional District having a contract for the execution or a part of 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 merely furnished material not so worked.

"SUPPLY" or "PROVIDE" means supply and pay for and provide and pay for.

"TRANSFER STATION" means a Regional District Solid Waste receiving facility which is used for the temporary storage of solid waste and source separated recyclable materials.

"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 of the work described in the specifications and all incidental work to complete the project.

This Agreement is not an agreement of employment. The Contractor is an independent contractor and nothing herein will be construed to create a partnership, joint venture or agency and neither party will be responsible for the debts or obligations of the other.

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or test, or by any other means, satisfy himself with respect to the local conditions to be encountered and the quantities, quality and practicability of the work and of his 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 of obligations herein contained.

4. MANAGER'S STATUS

The Manager, or alternate, 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 Work has been satisfactorily carried out. The Manager, or alternate, 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, or alternate, 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 is considered necessary.

The Contractor will comply with such an order immediately. Neither the giving, nor the carrying out of such orders thereby, entitles 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:

- a) fully inform the Manager of the Work done and to be done by the Contractor in connection with the provision of the Contract; and
- b) permit the Manager at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents, and material whether complete or otherwise that have been produced, received or acquired, by the Contractor on behalf of the Regional District, or provided by the Regional District to the Contractor as a result of this Contract.

6. SUPERVISION AND LABOUR

The Contractor will identify a person who will act as the supervisor in writing to the Manager. The supervisor will represent the Contractor in his absence and directions given to him shall be held to be given to the Contractor.

The Contractor will continually employ qualified and experienced operators to carry out the Work.

The Contractor will comply with the requirements of the *Workers' Compensation Act* of the Province of British Columbia, and all other federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under in relation to the Contract.

7. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Regional District, except for an assignment to a bank of the payments to be received hereunder.

8. 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 his obligation under this Contract, or by the laws of British Columbia.

9. REGIONAL DISTRICT'S TERMINATION OR SUSPENSION OF THE CONTRACT

In the event of the breach or non-performance of any of the covenants, conditions and agreements contained in this Contract to be performed by the Contractor, the Regional District reserves the right to terminate this Contract without notice and recover funds, as per Article 25, Monies Due to The Regional District for any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

Any salvaging by the Contractor, their workers or sub-contractors will be considered a breach of Contract and may result in termination of the Contract.

10. CONTRACTOR'S TERMINATION OF THE CONTRACT

The Contractor will have the right to terminate the Contract 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 the specified date of payment, and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.

11. 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 Regional District. The Contractor is responsible to the Regional District for the acts and omissions of his Sub-contractors and of their employees, to the same extent that he is responsible for the acts or omissions of persons employed by him. Nothing in the Contract Documents will create any contractual relation between any Sub-contractor and the Regional District. The Contractor will bind every Sub-contractor to the terms of the Contract Documents.

12. 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 Agreement will:

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

13. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after twenty-four (24) hours verbal notice to the Contractor, or without notice if any emergency of danger to the work or public exists, the Regional District may, without prejudice to any other remedy, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies will be paid by the Contractor to the Regional District as per Article 25, Monies Due to The Regional District.

14. INDEMNITY AND RELEASE BY CONTRACTOR

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor 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 Contractor. 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 Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

15. IRREVOCABLE COMMERCIAL LETTER OF CREDIT

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) in the amount of fifty thousand dollars (\$50,000) in Canadian funds, from a recognized Canadian Financial Institution. The ICLC shall be in a form consistent with the ICLC shown on page 20 of these documents. The ICLC will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

16. PERMIT AND REGULATIONS

The Contractor will, at his own expense, procure all permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws, regulations and ordinances affecting the execution for 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.

17. 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 provisions of 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 his employees, 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. The Contractor will completely and accurately fill out an Incident Report Form and Accident Investigation Form supplied by the Regional District. These forms will be submitted immediately to the Manager.

18. OCCUPATIONAL HEALTH AND SAFETY

The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees or agents not complying with the Regional District's health and safety expectations will be required to stop Work and will not be allowed to resume Work until the safety requirements are met.

The Contractor must prepare a COVID-19 safety plan for adherence to during the COVID-19 pandemic in accordance with the provincial WorkSafeBC. A copy will be submitted to the Regional District prior to commencing the Work.

19. 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 the Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

The value of the addition or deduction from the Contract amount, and the method of determining such value, will be by unit prices or combinations of unit prices in the Contract Tender Form.

20. PAYMENT

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required, on receipt of an invoice and on advice from the Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed, in accordance with the Contract, in the previous month. No payment will be made for materials supplied by the Regional District.

21. 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 himself from loss on account of one (1) or more of the following:

- a) That the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work or damage to the Regional District's facilities and equipment has not been remedied.
- c) In the event of damage to the Regional District's facilities the procedure will be as follows:
 1. The Regional District will notify the Contractor.
 2. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the manufacturer's specifications, and deduct the cost of the repair(s) from payment to the Contractor.
- d) Where there are affidavits (or an affidavit) of claim of lien, of liens (or a lien) filed, against the site and premises of which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien).
- e) In addition to any other remedy available herein, where the Contractor fails to clean up spilled material resulting from the unloading of the Transtor storage bin into the Contractor's transport vehicle as required herein, the Regional District may deduct one hundred dollars (\$100) for each occurrence.

- f) In addition to any other remedy available herein, where the Contractor fails to ensure the hydraulic fittings from the Transtor storage bins are reconnected together after each use as required herein, the Regional District may deduct fifty dollars (\$50) for each occurrence.
- g) Where equipment that is inoperable and where the Contractor fails to meet the Contract requirements for Supply of replacement equipment, the Owner may deduct the equivalent amount to the tendered Unit Rate on the Schedule of Prices during each scheduled day that the equipment is inoperable.
- h) The Regional District has corrected under Article 13, Regional District's Right to Correct Deficiencies.

22. GOODS AND SERVICES TAX (G.S.T.)

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 tax (GST/PST, as applicable) on all invoices and the Regional District is liable to pay this amount to the Contractor.

23. RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT

The Irrevocable Commercial Letter of Credit will be returned to the Contractor within sixty (60) days following the termination of the Contract where:

- a) no affidavits or claims of lien have been filed against the lands and premises on which the work was done, and
- b) the Workers' Compensation Board has, at the request of the Contractor, filed with the Regional District certification that all assessments due by the Contractor have been paid, and
- c) no actions, suits, claims for damages, charges under provincial or federal status have been initiated.

24. REMOVAL OF LIENS

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

25. MONIES DUE TO THE REGIONAL DISTRICT

All monies payable to the Regional District by the Contractor under any stipulation herein or as provided in Article 133, Regional District's Right to Correct Deficiencies or Article 27, Liquidated Damages may be retained by the Manager out of any monies due, or which may become due, from the Regional District to the Contractor under this or any other contract with the Regional District, or the Manager may demand payment to the Regional District by the Contractor, or the Manager may deduct monies from the Irrevocable Letter of Credit. The Manager shall have full authority to withhold any estimate, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

The Manager may also, at their discretion, calculate into the monies due to the Regional District the Manager's time, other Regional District staff time, plus a 10% overhead in any event where the Regional District has had to correct deficiencies as per Article 13, Regional District's Right to Correct Deficiencies.

26. FUEL SURCHARGE

A Fuel Surcharge Rate Adjustment Scale will be implemented. The following table demonstrates the applicable fuel surcharge rate that can be applied to the tendered unit price each month. The reference index will be Natural Resources Canada's Petroleum Product Prices publication for diesel prices in Prince George which can be viewed at <http://www.nrcan.gc.ca/energy/sources/petroleum-crude-prices/1508>. The applicable fuel surcharge will be determined monthly and the month's applicable fuel surcharge rate will be based on the fuel index price for the first day of the month for Prince George. **The price of \$1.647 per litre for diesel (as of February 17, 2022) will be used as a starting point for Contract ES-22-01.** For example, if the index reports a price of \$1.325 on September 1, the fuel surcharge payable for the tendered unit price for the month of August will be decreased by 2.50%. If on September 1, the price is reported at \$1.798, then the Fuel Surcharge for the tendered unit price in August will be increased by 1.00%.

Fuel Surcharge Rate Adjustment Scale Table

Fuel Price is at Least	But Less Than	Fuel Surcharge
\$1.200	\$1.250	-3.50%
\$1.250	\$1.300	-3.00%
\$1.300	\$1.350	-2.50%
\$1.350	\$1.400	-2.00%
\$1.400	\$1.450	-1.50%
\$1.450	\$1.500	-1.00%
\$1.500	\$1.550	-0.50%
\$1.550	\$1.600	0.00%
\$1.600	\$1.650	0.00%
\$1.650	\$1.700	0.00%
\$1.700	\$1.750	0.50%
\$1.750	\$1.800	1.00%
\$1.800	\$1.850	1.50%
\$1.850	\$1.900	2.00%
\$1.900	\$1.950	2.50%
\$1.950	\$2.000	3.00%
\$2.000	\$2.050	3.50%
\$2.050	\$2.100	4.00%
\$2.100	\$2.150	4.50%
\$2.150	\$2.200	5.00%

27. LIQUIDATED DAMAGES

In case the Contractor fails to commence or complete the Work in accordance with the Contract, and to the satisfaction of the Manager within the time or times specified, the Contractor shall pay to the Regional District the tendered unit price for each and every day that the Work has not commenced after the times specified, which sum or sums, in view of the difficulty of ascertaining the losses which the Regional District will suffer by reason of delay in the performance of the said work, is hereby agreed upon and fixed as a reasonable measure of the Regional District's costs and determined by the parties hereto as the liquidated damages that the Regional District will suffer by reason of said delay and default, and not as a penalty. The Regional District may deduct and retain the amounts of such liquidated damages as per Article 25, Monies Due to The Regional District.

In case of the Contractor's failure to conduct the Work properly and fully, and as required, or in case of the Work or any part thereof, being taken out of the Contractor's hands, as provided in these Conditions, the Manager may invoke the use of the Irrevocable Commercial Letter of Credit and/or may proceed to undertake the work for the Contractor, as the Contractor's agent in this respect, or proceed to invoke liquidated damages set out herein.

28. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance 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 to require that the Regional District be provided 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 \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability. The Regional District is to be added as an additional insured.
- ii. Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. 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.
 - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
- iii. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

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

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

29. WORKSAFEBC

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

Prior to undertaking any of the Work in this Service Agreement, the Contractor 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 in relation to the Service Agreement amount.

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

30. COVID-19

The Regional District of Fraser-Fort George has a Communicable Disease Plan and supporting program to minimize the risk of COVID-19 and other identified infectious agents capable of transmission in our operations. The Regional District has implemented a COVID-19 targeted vaccination compliance program as an additional measure towards protecting our workers, contractors and customers from workplace exposure to the COVID-19 virus and to take reasonable measures to ensure uninterrupted service delivery. Any Regional District employees working with the Contractor or the Contractor's workers will be fully vaccinated. The Contractor will ensure that any workers it provides for this project that are required to work inside a Regional District facility or work side-by-side with Regional District employees are fully vaccinated.

Fully vaccinated individuals are those that have obtained a full series of COVID-19 vaccines authorized by Health Canada. All Individuals must be prepared to provide proof of vaccination by way of a BC Vaccine Card in a digital or paper version (or equivalent format if vaccinated in a different jurisdiction) when requested to do so. Contractor's that do not reside in Canada and commute across border will be required to produce validated International Entry documentation prior to entering Regional District facilities.

31. DURATION OF CONTRACT

The duration of the Contract will begin on July 1, 2022 a.m. and the Contract will remain in force until midnight June 30, 2025. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each renewal will be for a one year period and the total Contract duration will not exceed five (5) years. Each period of renewal shall be as per the pricing, terms and conditions as originally tendered.

32. REGIONAL DISTRICT'S RIGHT TO EXPAND OR LET ADDITIONAL CONTRACTS

The Regional District reserves the right to expand the scope of this Contract, undertake or let additional contracts in connection with the Work in this Contract. If required, the Contractor shall properly coordinate the Contractor's Work with that of other contractors or that performed by the Regional District. If any part of the Contractor's Work depends, for its proper execution or result, upon the work of another contractor of the Regional District, the Contractor shall in writing, report promptly to the Manager any defects in the work of such other contractor of the Regional District as may interfere with the proper execution of the Contractor's Work. Should the Contractor fail so to report, the Contractor shall have no claim against the Regional District by reason of the defective or unfinished work of any other contractor.

Where the work of another contractor to the Regional District, acting reasonably, may affect the execution of the Work, under this Contract, the Contractor shall have no claim against the Regional District for any additional expense incurred in the execution of the Contractor's work by reason of the Regional District's decision in this regard.

33. DAMAGE TO EXISTING PROPERTY

In the event of damage to the Regional District's property arising from actions of the Contractor the procedure will be as follows:

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property. The Contractor will completely and accurately fill out an Incident Report Form and Accident Investigation Form supplied by the Regional District. These forms will be submitted immediately to the Manager.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

34. CONTRACT PERFORMANCE REVIEWS

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

35. NEGOTIATIONS DURING CONTRACT TERM

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

36. DISPUTED WORK

If, in the opinion of the Contractor, he is being required to perform work beyond that which the Contract requires him to do, whether at the discretion of the Regional District or otherwise, he 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 he is 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 he fails to keep and produce such records.

37. RIGHTS OF WAIVER

A waiver of any breach of or provision of this Agreement 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.

38. SEVERABILITY

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

39. GOVERNING LAWS

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

40. FORCE MAJEURE

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure

event, the Regional District shall grant to the Contractor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Article 36 of the Contract. Where, as a result of Force Majeure, there is a material increase in the Contractor'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 Contractor under Article 20 of this Agreement, as may be agreed by the Contractor, or as determined under Article 36 of the Contract. 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 Contractor 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 following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Article 9 of this Agreement.

41. NOTICE OF PROTEST

<u>NOTICE OF PROTEST</u>	
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	

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Operational Specifications

1. GENERAL

These specifications describe the services to be provided for the collection of Solid Waste from the Transtor transfer bins at the Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations outlined in this Contract and the transport and discharging of the collected Solid Waste at the Foothills Boulevard Regional Landfill in Prince George.

- 1.1. The Contractor is strongly encouraged to visit each site and determine which equipment would best suit their needs. This will help to determine whether they need truck/bin or truck/trailer or truck and trailer with live floor. Equipment must be listed on the Equipment List.
- 1.2. The contractor is strongly encouraged to assess additional needs for the equipment listed to safely access the transfer station and landfill facilities under winter conditions.
- 1.3. The Contractor at his own expense, will Supply and maintain all Equipment and provide all labour as necessary to collect Solid Waste for transport to the Foothills Boulevard Regional Landfill or Mackenzie Regional Landfill from the Transtor storage bins at the Summit Lake, Bear Lake and McLeod Lake Regional Transfer Stations as required herein.
- 1.4. The Contractor will carry out all instructions given by the Regional District pursuant to this Contract and follow all site regulations and procedures established by the Regional District.
- 1.5. The Contractor will agree to exercise good public relations in exercising his duties under this Contract.
- 1.6. Under no circumstances will the Contractor, their employees or their Sub-contractors salvage materials deposited at the Facilities or Landfill. Salvaging by the Contractor, their employees or Sub-contractors will be considered a breach of Contract and may result in termination of this Contract.
- 1.7. The Regional District is not responsible for any damage to the Contractor's Equipment that the Contractor may incur during the execution of the Work.
- 1.8. The Contractor may, with written authorization from the Manager, store Equipment in designated areas of the Facility. However, the Regional District will not accept responsibility for damage, vandalism or theft and reserves the right to cancel the approval without notice.
- 1.9. The Contractor will use due care and attention while emptying the bins and accessing the Facilities and Landfill. The cost to repair damage to the Regional District's facilities caused by the Contractor will be at the Contractor's expense.
- 1.10. Damage procedure, see GENERAL CONDITIONS Article 21.

2. TRANSFER STATION OPERATIONS

- 2.1. The Regional District will provide and maintain the TS-400HD Transtor storage bins manufactured by Haul All Equipment Systems for use by the public and municipal solid waste collection services.
- 2.2. The Regional District will determine the service schedule and supply a collection schedule to the Contractor. The schedule will be adjusted from time-to-time to meet demand. Roll-off bins are on an on call basis.
- 2.3. The Contractor will provide hauling services as scheduled by the Regional District or within 24 hours of receiving notice from the Regional District.

- 2.4. The Contractor will conduct a thorough, complete and immediate cleanup of any materials that may spill from the Transtor storage bins or Contractor's vehicle while emptying the Transtor storage bins into the Contractor's vehicle. Failure to do so may result in Article 27, Liquidated Damages or Article 21, Payment Withheld or Deducted being enforced.
- 2.5. All loads will be levelled and covered prior to transport in such a manner, so that no Solid Waste will blow from or fall out of the Contractor's vehicle while in transit.
- 2.6. The Contractor will ensure the hydraulic fittings from the Regional District Transtor storage bins are reconnected together to prevent dirt/debris from entering the fitting. Failure to do so may result in Article 27, Liquidated Damages or Article 21, Payment Withheld or Deducted being enforced.
- 2.7. Each trip, the Contractor will visit each Facility and attempt to empty all Transtor storage bins into his transport vehicle to maximize the load.

3. TRUCKS

- 3.1. Trucks are to be of a 2018 model year or newer. Approval for older model year is at the sole discretion of the Regional District to approve or not approve for contract use.
- 3.2. Trucks supplied by the Contractor must be of suitable size and carrying capacity to load, transport and discharge Solid Waste from the Facilities at the Foothills Boulevard Regional Landfill in all types of weather and road conditions.
- 3.3. The trucks will be compatible with the Haul All Transtor TS-400HD bin system.
- 3.4. The Contractor will maintain his trucks and other related transport Equipment in good repair and will provide suitable replacement Equipment within 12 hours in the event of a breakdown.
- 3.5. Trucks must be road licensed, permitted and regularly inspected as required and in accordance with local laws. The Contractor will provide proof of such licenses, permits, and inspection reports to the Regional District.
- 3.6. The Contractor will not permit hydraulic fluid, transmission fluid, fuel or oil from his Equipment to discharge to the ground at the Regional District's facilities. The Contractor will carry a spill kit capable of cleaning up all of the hydraulic fluid located in the Contractor's vehicle.

4. TRANSTOR SPECIFICATIONS/NOTES

- 4.1. Transtors are:
 - 42 cubic yards (3m³),
 - require a hydraulic pump 30 gpm with 3000 psi rating, and
 - the quick couplings are Pioneer/Parker 9250.
- 4.2. **When tipping Transtor units drivers must ensure that the top lid is closed otherwise damage will result. Any related cost for bin repair is the Contractor's responsibility.**

5. STANDBY EQUIPMENT

The Contractor will provide, at his expense, stand-by equipment so that, in case of break-down, the servicing of the Transfer Station operation will not be interrupted. Whenever an equipment breakdown occurs, the Contractor must immediately notify the Manager in writing of the breakdown. The written notification will detail the nature of the breakdown, the repairs required, the estimated repair time required and the Contractor's action plan for providing replacement equipment.

If the Contractor's equipment is inoperable, the Contractor will provide replacement equipment on the following basis:

- 5.1. The Contractor will provide suitable replacement Equipment within 12 hours in the event of a breakdown. The Contractor will provide a replacement transport vehicle within 72 hours.
- 5.2. Acceptance of standby equipment and plan is at the discretion of the Regional District.

In the event that the transport vehicle is inoperable and the Contractor is not able to meet the Contract requirements herein, the Owner may choose to correct the deficiencies as detailed in Article 13, Regional District's Right to Correct Deficiencies.

6. OPERATORS

- 6.1. The Contractor's vehicle operators must be experienced and familiar with the procedures and operations involved with loading, transporting and unloading. Operators must be properly trained and certified and licensed for the equipment they are operating.
- 6.2. The Contractor must equip and train his operators in the proper use of personal protective clothing and equipment as required by the provincial *Workers' Compensation Act*. Such protective clothing and equipment includes, but is not limited to, safety footwear, high visibility apparel, safety headwear and safety eyewear.
- 6.3. Safety footwear and high visibility apparel are mandatory on the Foothills Boulevard Regional Landfill site.
- 6.4. Operators will follow all directions given by the Regional District's Landfill staff and obey all Facility and Landfill regulations and procedures.
- 6.5. When at the unloading Active Face Pad at the Landfill, operators will ensure that working heavy equipment has retreated at least ten (10) metres from the unloading area before backing into the unloading area. Operators will ensure that there is a distance of at least six (6) metres between their truck and other Vehicles unloading before moving into an unloading Active Face Pad area and before dumping the load.

7. RECORD KEEPING

The Contractor must keep the following records and make the records immediately available to the Manager when requested.

7.1. Health and Safety Plan

The Contractor must prepare a Health and Safety plan in accordance with the provincial *Workers' Compensation Act*. A copy will be submitted to the Regional District prior to commencing the Work. The Contractor's employees must acknowledge the plan by signing a form that is to be kept on file at the Contractor's Prince George facility/office. Training procedures and training records for each employee will be kept on file at the Contractor's Prince George facility/office.

7.2. Safety Meeting Records

The Contractor will have monthly safety meetings with their employees. Minutes of safety meetings will be kept on file at the Contractors Prince George office.

7.3. Accidents

In the event of an accident, the Contractor will completely and accurately fill out an Accident Report Form and Accident Investigation Form supplied by the Regional District. These forms will be submitted immediately to the Manager.

7.4. Equipment Maintenance Logs

The Contractor will maintain equipment maintenance records for each Vehicle operating at the facility. The records will detail regular maintenance, repair work and equipment inspections. These logs will be kept on file at the Contractors Prince George office.

7.5. Service Log

The Contractor shall maintain a log book indicating the date and times of pickup at the Transfer Stations and the date and times of drop off at the Landfill. The log will also include detailed notes on which bins were emptied at each Facility and note any bins that were not emptied. A copy of this log will be submitted to the Regional District on a monthly basis.

8. QUANTITIES

The following quantities are only provided as a reference to past activity. These trips and quantities do not constitute a warranty or guarantee as to the actual quantities that may be experienced during the Contract term. There may be considerable variation in the number of bins requiring dumping from month to month, season to season and year to year.

TOTAL TRIPS AND WEIGHTS						
Hauled to Foothills Boulevard Regional Landfill	2019		2020		2021	
	Weight (kg)	Trips	Weight (kg)	Trips	Weight (kg)	Trips
Summit Lake	122,020	63	126,370	54	121,460	62
Bear Lake	383,360	132	372,590	132	390,910	136
McLeod Lake	87,300	27	85,480	26	69,970	24

*** Note:**

Usually two of these sites are serviced in one haul. The accuracy of the weight depends on the information provided by the driver at the Foothills Boulevard Regional Landfill scales.

APPENDIX 'A' SUMMIT LAKE REGIONAL TRANSFER STATION MAP



APPENDIX 'B' BEAR LAKE REGIONAL TRANSFER STATION MAP

Bear Lake Transfer Station and Marshalling Site



APPENDIX 'C' MCLEOD LAKE REGIONAL TRANSFER STATION MAP



APPENDIX 'D'

TRANSFER STATION SERVICE DAYS

Transfer Stations	Service Days - As of January 01, 2022
Summit Lake	Tuesday
Bear Lake	Tuesday, Friday
McLeod Lake	Tuesday, Friday

APPENDIX 'E'

INCIDENT REPORT FORM



REGIONAL DISTRICT
of Fraser-Fort George

INCIDENT REPORT

This report must be completed immediately and filed within 24 hours of the incident. Please print in ink. Originals will be forwarded to Main Office.

LOCATION: _____ DATE: _____ TIME: _____ AM/PM

A. Person Reporting Incident:

NAME: _____ POSITION: _____

B. Details of Incident:

(Include descriptions of person or persons involved, description of all vehicles involved, license plate numbers, what was observed and any additional relevant information - use back of page if more space required)

SIGNATURE: _____ DATE: _____

C. Witnesses:

1. NAME: _____

ADDRESS: _____

PHONE #: _____

SIGNATURE: _____

2. NAME: _____

ADDRESS: _____

PHONE #: _____

SIGNATURE: _____

D. Action Taken:

RCMP CONTACTED: YES _____ NO _____ OFFICER'S NAME: _____ FILE #: _____

INVESTIGATED: YES _____ NO _____

E. Reported to Regional District:

DATE: _____ TIME: _____ AM/PM

EMPLOYEE: _____ SUPERVISOR: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX 'F'

ACCIDENT INVESTIGATION FORM



A. INVESTIGATING PERSON(s):

NAME: _____

DATE: _____
TIME: _____AM/PM

B. WORKERS INVOLVED:

NAME _____

TITLE _____

NAME _____

TITLE _____

NAME _____

TITLE _____

DATE AND TIME OF ACCIDENT/INJURY/INCIDENT: _____ : _____
HH : MM

☐ AM _____
☐ PM _____ DD / MM / Y

NATURE OF EVENT

- ☐ DANGEROUS
(NO INJURY)
- ☐ FIRST AID
- ☐ MEDICAL TREATMENT ONLY
(NO TIME LOSS)
- ☐ WORKER INJURY
(WITH TIME LOSS)
- ☐ OTHER _____
(EXPLAIN)

DESCRIPTION OF EVENT (USE A SEPARATE SHEET IF NECESSARY)

ACCIDENT CAUSE(s)

ACCIDENT CONTRIBUTING FACTOR(s):

PREVENTATIVE ACTION(s)

C. WITNESSES:

NAME _____

TITLE _____

NAME _____

TITLE _____

ATTACH STATEMENTS FROM WITNESSES TO THIS REPORT

D. FOLLOW UP ACTION(s):

E. RECOMMENDATIONS:

F. SIGNATURE(s)

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____

A GUIDE TO ACCIDENT INVESTIGATION

In order to ensure a safe workplace, the Regional District will investigate accidents (including near misses), exposures, injuries, and occupational diseases.

An **accident** is an unexpected event or series of events that cause or have potential to cause physical harm to a worker. An accident occurs at a specific date and time. An accident may result in zero, one or many injured workers.

An **exposure** is the subjection to harmful conditions that, over a period of time, have the potential to result in abnormal health conditions, injury, or occupational disease. An exposure has an event start date and time and ends at an end date and time. An exposure may result in zero, one or many injured workers.

- The Regional District will investigate an accident or exposure when it resulted in injury requiring medical treatment or had a potential for causing serious injury.
- An incident should be investigated as soon as possible after the occurrence.
- The incident should be investigated as soon as possible after the occurrence.
- The incident should be investigated by 2 people, one of whom should be familiar with the work process being carried out at the time of the incident. If feasible, include the participation of one worker representative and one employer representative.
- The purpose of investigation is to determine cause (or causes) so corrective action(s) can be taken to prevent recurrence.

PURPOSE OF AN ACCIDENT INVESTIGATION

An accident investigation should answer the questions: WHO, WHERE, WHEN, WHAT, WHY and HOW.

<i>This form collects information that answers:</i>	WHO Employer, injured worker other person(s) involved	WHERE Location of incident	WHEN Date and time of incident
<i>Your description of the accident will answer:</i>	WHAT	<div>Before the accident</div> <ul style="list-style-type: none">◆ What happened before the accident?◆ What were the events that led up to the accident?◆ What was the worker doing immediately prior to the accident? <div>At the time of the accident</div> <ul style="list-style-type: none">◆ What happened at the time of the accident?◆ What was the worker doing at the time of the accident?◆ What was the last event before the worker got injured? <div>After the accident</div> <ul style="list-style-type: none">◆ What happened after the accident?◆ Who were involved?◆ What treatment, if any, was given to the injured worker? <div>Other information</div> <ul style="list-style-type: none">◆ Other observations◆ Other related information	
<i>Accident cause(s) and contributing factor(s)</i>	WHY	From the “What”, you should be able to identify the hazard(s) that the worker was exposed to and thus why the accident occurred.	
<i>Preventative action(s) section will answer:</i>	HOW	<div>Once you know “Why” an accident occurred, you can now determine “How” to prevent recurrence. For example:</div> <div><div>- Action to improve maintenance program</div><div>- Equipment/building repair or replacement</div><div>- Establish closer supervision</div></div> <div><div>- Establish or revise safe job procedures</div><div>- Installation of guard or safety device</div><div>- Training/retrain person(s)</div></div>	

PURPOSE OF AN ACCIDENT INVESTIGATION

To determine the most probable cause and contributing factors, consider details of the investigation and, where possible, the worker’s statement. Determine if the accident was due to an ACT of an individual, a CONDITION of the working environment, or a PERSONAL FACTOR inherent in an individual at the time of the accident.

Unsafe Act –A specific action or lack of action by an individual which would be considered UNDER THE INDIVIDUAL’S CONTROL. Generally, violation of safety rules or disregard of a hazard would be considered unsafe acts unless specific criteria indicate a personal factor to be in the cause. Examples:
Abuse of equipment, willful misconduct
Jumping from elevations
Not following established rules
Backing up with no guide

Unsafe Environment or Condition – A situation or event NOT CONTROLLABLE BY THE INDIVIDUAL (a condition causing an allergic reaction to some but not most workers should be considered personal factor and not an unsafe condition). Inadequate training or instruction should be considered a condition as opposed to a deficiency in skill or ability. Examples of Unsafe environment or condition:
Poor housekeeping, congested area
Failure of equipment, tool
Personal protective equipment not available
Poor visibility (eg – foggy)
Poor weather conditions
Pressurized material
Object lacks suitable handles
Orientation training lacking or inadequate

Personal Factor – where there is evidence of a deficiency in ability, physical conditions or mental attitude; and UNCONTROLLABLE FACTOR inherent in an individual at the time of the accident. Examples:
Work fatigue due to manual exertion
Influence of emotional problems
Illness or allergy
Influence of alcohol or drugs suspected

Improper Procedure – Examples:
Inadequate inspection
Not locked out
Failure to report unsafe conditions
Failure to get help
Work standard not available or inadequate
Safety program evaluation lacking
Improper use of equipment or tool