



**REGIONAL DISTRICT
of Fraser-Fort George**

**INVITATION TO TENDER
ES-22-12**

**Earthworks Services and Compaction and Cover Service
Legrand Regional Landfill**

Date Issued: August 26, 2022

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

Mandatory Site Meeting: **Tuesday, September 6, 2022**
11:00 am (Pacific Standard Time)
Legrand Regional Landfill

Closing Date and Time: **Tuesday, September 27, 2022**
2:00 pm (Pacific Standard Time)
No Public Opening

**General & Technical
Inquiries:** Email Darwin Paton at dpaton@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 is inviting tenders from qualified contractors for the 2022 Earth Works Services and Compaction and Cover Service Project for the redevelopment of the Legrand Regional Landfill.

This project includes the following elements:

- a. Re-shaping of all identified, existing slopes. Establishment of machine trafficable outer slopes with a consistent even grade of between 2:1 to 3:1
- b. Excavation of landfilled materials from the reshaping of outer slope and placement of these materials as directed and as generally indicated on attached site plan
- c. Recompacting of outer slopes and relocated materials
- d. Placement and compaction of Cover material on all compacted, exposed materials
- e. Re-establishment of identified surface water management structures
- f. Re-establishment of perimeter roads
- g. Establishment of site access to secondary fill area
- h. Borrow-pit development and surface grading
- i. General clean up
- j. Mobilization and Demobilization

The purpose of the project is to re-align the Legrand Regional Landfill operations with the Ministry of Environment and Climate Change Strategy approved Development and Operations Plan and complete preparations for the orderly receipt of materials going forward.

This project has a strict construction schedule, with limited flexibility on the Actual Facility-In-Use Date.

1.1 Tender Documents

A complete set of construction drawings for the entire project is included with the tender package and will be available in the following formats on, or after, August 26, 2022 as follows:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b) on the BC Bid® website at www.bcbid.gov.bc.ca;
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC **by appointment only**, between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays. The cost for each hard copy tender package is ten dollars (\$10) (GST included) and is non-refundable.

All subsequent information regarding this Invitation to Tender (ITT), including amendments, addenda and answers to questions will also be available as above.

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

Inquiries relating to this ITT must be made in writing by email to:

General and Technical Inquiries:

Darwin Paton, Environmental Services Technologist
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Phone: (250) 960-4400
Email: dpaton@rdffg.bc.ca

1.2 Mandatory Site Visit

The Project Manager or delegate will provide an overview of the contract expectations and be available for general questions pertaining to this ITT. The purpose of this meeting is for the Tenderer to satisfy themselves as to the nature of the work, in general, to clarify their understanding of the scope of work, determine dimensions and to have clarified any questions regarding the attached Drawings and Specifications forming part of this Tender, and any other circumstances which may influence their Tender submission.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding any additional site visits or providing individuals access to the sites.

The mandatory site visit will be held for all prospective Tenderers. The meeting is scheduled for 11:00 a.m. on Tuesday, September 6, 2022 at the Legrand Regional Landfill.

Tender submissions received from any Tenderer who did not attend the mandatory site meeting will be rejected.

1.3 Tender Submissions and Closing Date

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 2:00 p.m. (local time) Tuesday, September 27, 2022.

Three (3) complete copies of the Tender 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. Invitation to Tender, ES-22-12
Earth Works Services and Compaction and Cover Service
Legrand Regional Landfill
3. Responding Tenderer's name and address.

To be considered, tenders must be signed by an authorized signatory of the tenderer. By signing the tender, the tenderer is bound to statements made in response to this ITT. Any tender received by the Regional District that is unsigned will be rejected.

Tenders submitted by fax electronically or not in original Regional District format will **NOT** be accepted. Any tender received after the closing date and time will be considered disqualified and will be returned to the Tenderer.

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

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.

1.4 Acknowledgement Letter

Upon receipt of this ITT, a potential tenderer is requested to complete and sign the Acknowledgement Letter and mail or email the signed Acknowledgement Letter to Darwin Paton, at dpaton@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.

1.5 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.

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 respondent is required to complete, sign, and include with their proposal a Conflict of Interest Disclosure Statement (page 244).

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

Tenderers must be competent and capable of performing the work as described in the Scope of Work and Specifications. The tenderer is required to provide evidence of previous experience and financial responsibility before a contract is awarded.

A complete list of Sub-Contractors, which the Tenderer will make available for the completion of the contract, will be included with each Tender.

1.8 Sub-Contractors

The List of Sub-Contractors is to be completed by the tenderer and will form part of the contract documents. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

1.9 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 to Darwin Paton, dpaton@rdffg.bc.ca. Upon receipt of the written request for clarification, the Project Manager will send written instructions or explanations to all parties 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 Tuesday, September 13, 2022 at 3pm (local time) 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 September 13, 2022, should changes be necessary to the work of this ITT, they will be addressed through Part 6 of the General Conditions, Changes to the Contract Work.

1.10 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 accommodation 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 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.

1.11 Site Location and Facility Information

The Site is located in the Regional District of Fraser-Fort George, British Columbia at Legrand Road, approximately 19km west of McBride BC on Highway 16.

2.0 **TENDER FORMAT**

Tenderers are asked to respond in the manner outlined below and submit **three (3) 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 16 through 24:

- Tender Form: to be completed, signed, and witnessed
- Tender Form Summary
- 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 items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price
- Preliminary Work Schedule
- Experience of Superintendent
- 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: a minimum of three references required, to include a brief description of projects similar in size and scope to this Invitation to Tender, along with the corresponding contact names and phone numbers for reference checks. (References must be from within the last three (3) years)
- Goods and Services Tax Information
- Conflict of Interest Disclosure Statement

- b. A start to completion work plan: to include start of Works and anticipated completion date and milestone dates for completion for the major components of this project. The proposed work plan needs to include consideration for alternative project tasks to help maintain project schedule should delays occur.
- c. Additional information that the tenderer may choose to provide.
- d. 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.

3.0 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 criteria will be used to evaluate the Tenders received.

Tender Evaluation Methodology

(a)	Proven, successful experience in providing similar works	30%
(b)	Acceptability of reference checks	10%
(c)	Preliminary Work Schedule	30%
(d)	Price	30%
	TOTAL	100%

Price evaluation shall include the sum of the "Schedule of Prices" and "Schedule of Additional Unit Prices" as per the "Tender Form Summary". Quantities associated with the "Schedule of Additional Unit Prices" shall be used to calculate the total bid price in the "Tender Form Summary" only. The value of the contract will be the "Schedule of Prices" only.

The Contractor will have Seven (7) calendar days to provide documentation verifying required Insurance coverage and WorkSafeBC coverage upon receiving notification that the Regional District has accepted its Tender.

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.

4.0 CONTRACT

4.1 Award of Contract

A contract for ES-22-12 Earth Works Services and Compaction and Cover Service - Legrand Regional Landfill is anticipated to be awarded at Regional Board on October 20, 2022. All tenderers will be advised, in writing, as to the awarding of the Contract after that date.

The Regional District may, in its sole discretion, award Contract ES-22-12 Earth Works Services and Compaction and Cover Service Legrand Regional Landfill, or it may delay the date of awarding the Contract or cancel this ITT if deemed appropriate by the Regional District for any reason.

5.0 COVID

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.

6.0 START AND DURATION OF CONTRACT

Time is of the essence: As the Legrand Regional Landfill is critical to managing the Region's solid waste, time is of the essence on this Project

The term of the Contract will begin upon Award by the Regional Board on October 20, 2022 and the Contract will remain in force until project completion or November 15, 2022. Construction will commence upon award and signing of the contract as laid out in Appendix C of the Tender.

A construction start date will be mutually agreed upon by the Regional District and the Contractor. Once construction works begin on-site, they will continue without interruption until project completion, on or before November 15, 2022 or as agreed upon by the Regional District and the Contractor.

The Contractor will provide a 'Planned Facility-In-Use Date', a milestone date by which the work will be sufficiently complete to allow public use of the facility. The 'Actual Facility-In-Use Date' is the date upon which the Owner determines the project is sufficiently complete to allow public use of the facility.

Any unexpected performance issues and/or unexpected delays or changes will be handled in accordance with the terms of the Contract, which may include an extension of time for Contract performance.

7.0 BID PRICES

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening (Tuesday, September 27, 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 as stated in Section 3: TENDER EVALUATION. Where bid prices are the same, the Regional District will consider experience in similar work beyond the minimum

standards established in the Contract as well as a construction schedule that can meet the strict timeline.

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

8.0 BONDING

8.1 Bid Bond:

The bid must be accompanied by a Bid Bond in an amount of ten percent (10%) of the total tendered price.

The Bid Bond must be issued by a Surety Company licensed to conduct business in the Province of British Columbia wherein the work is located.

If the successful bidder fails, for any reason, to execute the Contract, the portion of this Bid Bond will be forfeited to, and retained by, the Regional District of Fraser Fort George, in the amount for which the Regional District may legally contract with another party to perform the work, if the latter amount be in excess of the former.

The Bid Bonds submitted by unsuccessful bidders will be returned to them, without interest, as soon as the successful bidder has delivered, to the Regional District, a fully executed Contract for the work, or the period for which bids are irrevocable has elapsed, whichever shall happen first.

9.0 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.

10.0 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.

11.0 MINES ACT

The Contractor will comply with the provision of the *Mines Act* of British Columbia.

12.0 OWNERSHIP AND FREEDOM OF INFORMATION

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

All documents, including tenders, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for tenderers, upon request by a tenderer, subject to the *Freedom of Information and Protection of Privacy Act*.

13.0 RIGHTS OF WAIVER

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

14.0 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.

15.0 SCOPE OF WORK

The work generally consists of but is not limited to:

Re-shaping of all identified existing slopes. Establishment of machine trafficable outer slopes with a consistent even grade of between 2:1 to 3:1 (Areas to identified at the Mandatory Site meeting).

- a. Excavation of landfilled materials from the outer slope to establish machine trafficable grades and placement of these materials as directed and as generally indicated on attached site plan
- b. Compacting of outer slopes and all relocated materials
- c. Placement and Compaction of Cover material on all exposed materials
- d. Re-establishment of identified surface water management infrastructure
- e. Re-establishment of perimeter roads
- f. Establishment of a site access to secondary fill area
- g. Borrow-pit development and surface grading
- h. One time Cover and Compaction of all site user deposited material
- i. General clean up
- j. Mobilization and Demobilization

These specifications describe the one (1) time supply and stockpiling of soil cover material and the compaction and covering of the accumulated demolition and construction materials. (See Appendix C)

1. The Contractor will, at his expense, pay for and supply all personnel, supervision, equipment and tools, labour and materials to complete the works as specified herein.
2. The Contractor will ensure that workers have sufficient knowledge, skill and experience to properly and safely perform the work.
3. The Contractor will cover and compact all deposited materials at the Landfill as directed by the Regional District.
4. The Landfill will be operated in accordance with permits and operational certificates issued by the Ministry of Environment & Climate Change Strategy to the Regional District.
5. The Contractor will not undertake storage, maintenance or servicing of his equipment at the landfill without the prior approval of the Regional District.
6. The Regional District accepts no responsibility for damage, vandalism or theft of any of the contractor's equipment used or stored at the landfill.
7. The Contractor will not salvage materials from the landfill.
8. The Contractor will exercise good public relations while fulfilling his responsibilities under the contract and will ensure that his employees do the same.
9. The Contractor will not interfere with the day-to-day operations of the facility while completing the work required.
10. The landfill is located in the wilderness and may attract wildlife. The Contractor will take precautions and ensure that workers are properly trained so that conflicts with wildlife are avoided.

11. The Contractor will ensure that his work does not impede existing surface water drainage unless otherwise directed by the Regional District.
12. Payment for supply and stockpile of cover and the cover and compaction work will be a lump sum payment in accordance with the Schedule of Prices.
13. Cover and compaction work and the stockpiling of cover material will be completed on or before November 30, 2022.

This project has a strict construction schedule, with limited flexibility on the Actual Facility-In-Use Date.

16.0 LOCAL CONDITIONS

The Tenderer will, by attending the mandatory site meeting and 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.

ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of ITT ES-22-12 Earth Works Services and Compaction and Cover Service - Legrand Regional Landfill

Authorized Signatory Signature

Name of Tenderer

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

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

Please return immediately by email to:

Darwin Paton, Environmental Services Technologist
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Telephone: 250-960-4400
Fax: 250-562-8676

Email: dpaton@rdffg.bc.ca

TENDERER CHECKLIST

Before submitting your Tender, check the following points:

- ☐ Did you attend the Mandatory Site Meeting?
- ☐ Have you submitted the Acknowledgement Letter?
- ☐ Has the Tender Form been signed and witnessed?
- ☐ Has the Bid Bond been included?
- ☐ Has the Tender Form Summary been completed?
- ☐ Has the Schedule of Prices been completed?
- ☐ Has the Preliminary Works Schedule been completed?
- ☐ Has the Experience of Superintendent been completed?
- ☐ Has the List of Sub-Contractors been completed?
- ☐ Has the Tenderer's Experience in Similar Work 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 three (3) 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.

Three (3) complete copies of your Tender 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):

- ☐ Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- ☐ Invitation to Tender ES-22-12
Earth Works Services and Compaction and Cover Service
Legrand Regional Landfill
- ☐ Tenderer's name and address

TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd Floor, 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, Bid Bonds, 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 bid bond as the security deposit in the amount of ten percent (10%) of the contract value.

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:

Signature of Authorized Signatory

Name of Tenderer

Name of Authorized Signatory (Please print)

Address

Title

City, Province, Postal Code

Signed in the presence of:

Signature

Address

Name of Witness (Please print)

City, Province, Postal Code

TENDER FORM SUMMARY

<u>TENDER FORM SUMMARY</u>	<u>Price</u> <u>(excluding taxes)</u>
<u>Schedule of Prices</u>	\$ _____
GST as applicable	\$ _____
<u>TOTAL TENDER PRICE – INCLUDING GST</u>	\$ _____

SCHEDULE OF PRICES

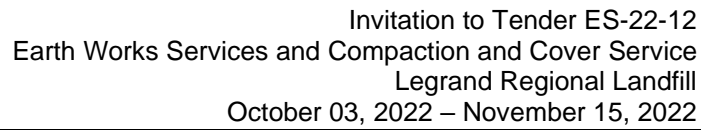
Task	Payment Type	Tender Price
Establishment of Machine Trafficable Grades on Outer slopes. Compaction and Covering of Outer Slopes. Compaction and Cover of All Relocated Materials. (Scope of Work, Items a, b, and c)	LUMP SUM	\$ _____
Re-establishment of Surface Water Infrastructure and Perimeter Roads. Establishment of access to Secondary Fill Area. (Scope of Work, Items d, e, and f)	LUMP SUM	\$ _____
One Time Cover and Compaction of All Site User Deposited Material. (Scope of Work, Item h)	LUMP SUM	\$ _____
Borrow-pit Development and Regrading in Support of Above Items. (Scope of Work, Item g)	LUMP SUM	\$ _____
General Clean-up from Activities (Scope of Work, Item i)	LUMP SUM	\$ _____
Mob and De-mobilization (Scope of Work, Item j)	LUMP SUM	\$ _____
SUB TOTAL (excluding gst)		\$ _____
GST		\$ _____
TOTAL (including gst)		\$ _____

SIGNATURE OF AUTHORIZED PERSON

DATE

PRINT NAME

TITLE



INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEM DESCRIPTIONS AND TIME

[illegible]

EXPERIENCE OF SUPERINTENDENT

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

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

(within the last three years)

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 Person

Print Name

Title

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ES-22-12
Earth Works Services and Compaction and Cover Service
Legrand Regional Landfill

Bidder Name: _____

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

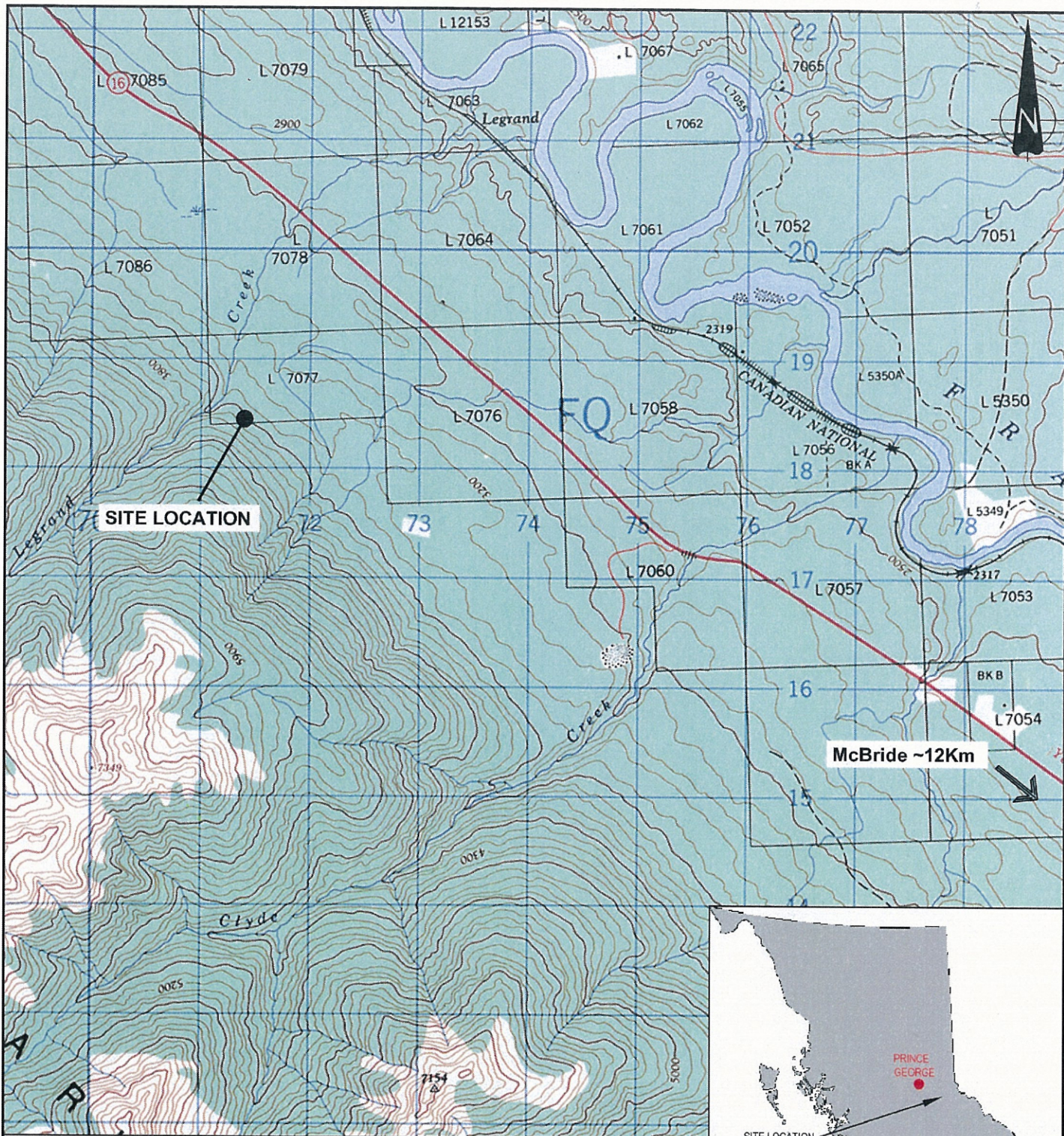
Signature of Person Making Disclosure

Date Signed

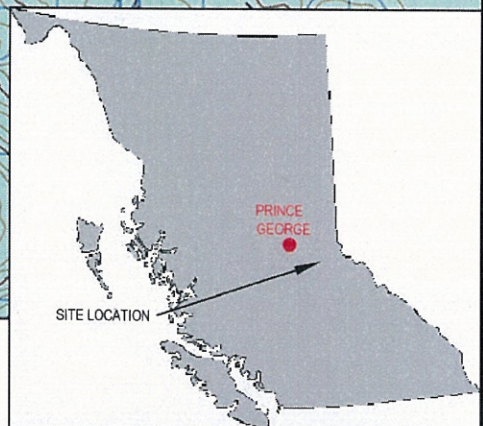
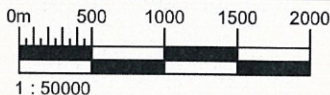
APPENDICES

- Appendix A – Site Location
- Appendix B – Site Plan
- Appendix C – Cover and Compaction Requirements

APPENDIX A – Site Location



Note: Image provided by Spectrum Digital Mapping NTS map sheet 93H8 (1975 Edition 2, contour interval 100')



AMEC Earth & Environmental

3456 Opie Crescent
Prince George, BC, CANADA V2N 2P9
Tel. (250) 564-3243
Fax (250) 562-7045



CLIENT



REGIONAL DISTRICT
of Fraser-Fort George

TITLE **SITE LOCATION PLAN**

PROJECT
LEGRAND LANDFILL, MCBRIDE, BC

DWN BY: S.Ruiz

CHK'D BY: K.Fairweather

PROJECTION: UTM Zone 10

DATUM: NAD27

REV. NO.: A

SCALE: 1:50 000

DATE: MARCH 2010

PROJECT NO: KX05104

FIGURE No. **FIGURE 5**

This drawing was originally produced in colour.

APPENDIX B – Site Plan

LEGRAND REGIONAL LANDFILL SITE TOPOGRAPHY

LEGEND

- LEASE BOUNDARY
- - - APPROXIMATE LIMIT OF WASTE
- CONTOUR LINES
- MW02-12 GROUNDWATER MONITORING WELL
- GRAVEL ROAD



APPENDIX C – Cover and Compaction Requirements

Cover and Compaction Requirements

Cover and Compaction of Refuse

1. The Contractor will follow the Regional Districts direction in regards to the area of the Landfill that will be used for the disposal and compaction of deposited waste materials. The Contractor will undertake the relocation of any deposited waste material, as directed by the Regional District.
2. The contractor will provide and operate one track-type bulldozer in good working order with an operating weight of not less than 15,876 kilograms. The bulldozer will be equipped with a push blade and compaction track shoes or teeth, with grouser bars.
3. The contractor will spread deposited waste materials in layers of 0.6 metres or less and then compact the 0.6 metre layer of waste material with at least three to five passes of the bulldozer. After the spread layer of deposited waste material has been compacted, an additional layer of 0.6 metres of deposited waste material can be spread over the previously compacted waste materials and compacted with at least three to five passes of the bulldozer. This process is to be repeated until all of the deposited waste material has been compacted in the working area.
4. The Contractor will then apply a soil cover over the compacted material. The depth of compacted soil cover is to be 0.15 metres. Care will be taken to cover all areas of exposed waste material including the active fill area and edges (toe). The slope of the working edge of the active fill area and any finished edges will not exceed 3:1 (horizontal : vertical) after compaction unless directed otherwise by the Regional District.

Supply and Stock Piling of Soil Cover Material

1. The Contractor will excavate, haul and stockpile 1,000 cubic meters of cover material from a borrow area at the landfill site. The borrow area will be identified at the site meeting. The contractor will be responsible for any clearing of vegetation and creating any access that may be required to extract the cover material from the borrow area.
2. The cover material will be placed in two equal plies or berms as directed at the site meeting.
3. The Contractor will in addition, excavate, haul and place enough soil cover material to cover the entire area to be worked with six (6) inches of soil cover material. Once placed, the soil cover material will then be spread and compacted using a track-type bulldozer or similar tracked vehicle in good working order.

Incidental Work

1. The Contractor may be asked to do extra work while onsite at the Legrand Demolition and Construction Waste Landfill.
2. Extra work may include but is not limited to:
 - a. establishing ditches, separation of materials, pushing up metal pile(s), and smoothing out roadways and landings.
3. The Contractor will do extra work only when directed by the Regional District to do so.