



**REGIONAL DISTRICT  
of Fraser-Fort George**

**INVITATION TO TENDER  
ES-23-15**

**CARETAKER SERVICES  
WILLOW RIVER REGIONAL TRANSFER STATION**

**Date Issued:** June 23, 2023

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

**Closing Date and Time:** Friday, July 7, 2023  
10:00 am (Pacific Standard Time)  
No Public Opening

**Mandatory Site Meeting:** Friday, June 30, 2023  
Time: 10:00 am (Pacific Standard Time)  
Place: Willow River Regional Transfer Station

**General Inquiries:** Email Darren Wahl at [darren.wahl@rdffg.bc.ca](mailto:darren.wahl@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, hereinafter referred to as the Regional District, invites Tenders for Caretaker Services - Willow River Regional Transfer Station.

The Work to be performed under this Contract is described as opening and closing the facility in accordance with the hours of operation, remaining onsite during hours of operation, maintaining the transfer station facility in a neat and orderly condition and ensuring that the facility is safe for users, maintaining informational signage, monitoring refuse loads and providing recycling and disposal advice to site users. Transfer Station facility services will be provided throughout the year. The contract term is September 1, 2023 to August 31, 2026.

The contract term is September 1, 2023 – August 31, 2026.

### 1.1 Tender Documents

The Invitation to Tender documents may be obtained on or after Friday, June 23, 2023

- (a) in a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca);
- (b) on the BCBid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca); or

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

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

Inquiries relating to this ITT must be made in writing and directed to:

Darren Wahl  
Manager of Solid Waste Operations  
Regional District of Fraser-Fort George  
155 George Street, Prince George, BC V2L 1P8  
Phone: 250-960-4400 Fax: 250-562-8676 Email: [darren.wahl@rdffg.bc.ca](mailto:darren.wahl@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 questions pertaining to this ITT. The purpose of the site meeting is for tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the sites, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their tender.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding any additional site meetings or providing individuals access to the site. **Tender submissions received from any bidder who did not attend the mandatory site meeting will be rejected.**

**The mandatory site visit will be held at Willow River Regional Transfer Station at 10:00 a.m. on Friday, June 30, 2023.**

### 1.3 Tender Close and Opening

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3<sup>rd</sup> floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Friday, July 7, 2023. There will not be a public opening for this tender. Tenders must be in English and must be submitted using the submission methods in Section 1.5 below.

### 1.4 Acknowledgement Letter

Upon receipt of this ITT, a potential tenderer is requested to complete and sign the Acknowledgement Letter and email the signed Acknowledgement Letter to the Project Manager, Darren Wahl at [darren.wahl@rdffg.bc.ca](mailto:darren.wahl@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 Tender Submissions

The Regional District will accept tenders submitted either by direct delivery or electronically 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 Friday, July 7, 2023.

Tenders submitted by fax will **NOT** be accepted. Any tender received after the closing date and time will be considered disqualified.

#### **For Tenders being submitted by hard copy direct delivery:**

Two (2) complete copies of your Tender along with 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  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-23-15  
Caretaker Services  
Willow River Regional Transfer Station
3. Responding Tenderer's name and address

#### **For Tenders being submitted Electronically, with Security Deposit**

"Prince George Time" will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein.

Other than the Security Deposit, Tenderers will submit all portions of their Tender by email in accordance with the following:

Subject Line to read: **ES-23-15, Caretaker Services - Willow River Regional Transfer Station – (Insert Responding Tenderers Name)**

All emailed documents must be in PDF format and should be in one combined file. Tenderers should ensure that the files should not collectively exceed 30MB. Zip the files to reduce the size if needed. Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.

Tenders must be submitted to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). Other than the **Security Deposit**, do not deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

- The responsibility for submitting a response to this ITT to the correct email address on or before the closing date and time will be solely and strictly the responsibility of the bidder. Submissions sent to any email address other than the one identified above will not be accepted.

**The Security Deposit must not be sent by email.** The Security Deposit must be received by the General Manager of Financial Services, at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC on or before the Closing Date and Time. The Security Deposit must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the security deposit, as well as on the outside of the courier envelope (if sending by courier):

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-23-15  
Caretaker Services  
Willow River Regional Transfer Station
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 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.

#### 1.6 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 18).

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.

#### 1.7 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.

#### 1.8 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 the equipment, which the Tenderer will make available for the completion of the contract, will be included with each Tender.

#### 1.9 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.

The Contractor is responsible to the Regional District for the acts and omissions of their sub-contractors to the same extent that they are responsible for the acts and omissions of persons employed by them. 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.

#### 1.10 Security Deposit

A certified cheque, bank draft or money order in Canadian funds in the amount of Five Hundred Dollars (\$500) 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 of the Regional Board will result in forfeiture of the Five Hundred Dollars (\$500) Security Deposit.

#### 1.11 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.

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

NOTE: the last day that requests for clarification or inquiries may be made is **Wednesday, July 5, 2023** 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 July 5, 2023, should changes be necessary to the work of this ITT, they will be addressed through Article 20, Changes in the Work under General Conditions.

## **2.0 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.

## **3.0 TENDER PRICES**

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening (Friday, July 7, 2023), 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 bid prices are the same, the Regional District will consider experience in similar work beyond the minimum standards established in the Contract.

The Tenderer will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the price 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 Tenderer's overhead and profit, except where otherwise provided elsewhere in this ITT.

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.

#### **4.0 SITE LOCATIONS AND FACILITY INFORMATION**

The Willow River Regional Transfer Station is located at 16205 Upper Fraser Road, Prince George, BC.

#### **5.0 TENDER FORMAT**

Tenderers are asked to respond in the manner outlined below and must submit **two (2) complete copies** of their tender if submitting hard copies or by electronic format as noted in Section 1.5. 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 12 through 188:
  - 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 items 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. Additional information that the tenderer may choose to provide.
- c. 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**

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.



## **7.0 CONTRACT**

### **7.1 Form of Contract**

The form of contract will be similar to the sample contract on page 19 and will include this ITT, Instructions to Tenderers, Tender Form, List of Sub-Contractors, Tenderer's Experience in Similar Work, Schedule of Prices, 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-23-15 ("Caretaker Services - Willow River Regional Transfer Station") is anticipated to be awarded no later than Thursday, July 20, 2023. 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 the Caretaker Services - Willow River Regional Transfer Station, 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 27 and proof of WorkSafeBC coverage under Article 28, upon notification that the Regional District has accepted its tender.

## **8.0 DURATION OF CONTRACT**

The duration of the Contract will begin on September 1, 2023 at 12:01 a.m. and the Contract will remain in force until midnight August 31, 2026. 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.

### **ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of ITT ES-23-15 Caretaker Services – Willow River Regional Transfer Station documents.

\_\_\_\_\_  
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:

Darren Wahl, Manager of Solid Waste Operations  
Regional District of Fraser-Fort George

Email: [darren.wahl@rdffg.bc.ca](mailto:darren.wahl@rdffg.bc.ca)

## **TENDERER CHECKLIST**

Before submitting your tender bid, check the following points:

- |                          |   |       |
|--------------------------|---|-------|
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed?                      | _____ |
| <input type="checkbox"/> | Has the Security Deposit requirement been met?                      | _____ |
| <input type="checkbox"/> | Have you submitted the Acknowledgement Letter?                      | _____ |
| <input type="checkbox"/> | Did you attend the Mandatory Site Meeting?                          | _____ |
| <input type="checkbox"/> | Are the following pages included?                                   |       |
|                          | • Schedule of Prices  | _____ |
|                          | • List of Contractor's Personnel?                                   | _____ |
|                          | • List of Sub-Contractors?  | _____ |
|                          | • Tenderer's Experience in Similar Work?                            | _____ |
|                          | • List of Equipment?  | _____ |
|                          | • Goods and Services Tax Information?                               | _____ |
|                          | • Conflict of Interest Disclosure Statement                         | _____ |
|                          | • Addenda or amendments   | _____ |
| <input type="checkbox"/> | Are the documents complete?   | _____ |
| <input type="checkbox"/> | Are the documents enclosed in a sealed envelope or ready for email? | _____ |

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

For tenders being submitted in hard copy by direct delivery, 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  
155 George Street  
Prince George, BC  
V2L 1P8
  
- ☐ Invitation to Tender ES-23-15  
Caretaker Services – Willow River Regional Transfer Stations
  
- ☐ Responding Tenderer's name and address.

For tenders being submitted electronically ensure that all required pages are included and the subject line reads:

ES-23-15, Caretaker Services - Willow River Regional Transfer Station – (Insert Responding Tenderer's Name)

## **TENDER FORM**

Date: \_\_\_\_\_

Regional District of Fraser-Fort George  
3<sup>rd</sup> 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, 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 Hundred Dollars (\$500).

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

### **SCHEDULE OF PRICES**

To supply all necessary equipment, labour, materials, supervision and all things necessary for caretaker services at the Transfer Station in accordance with the attached **General Conditions and Operational Specifications**.

1) **TENDER SUM:**

- |  |          |
|--|----------|
| A. Lump sum (GST extra) tendered price per month:<br>Transfer Station Services | \$ _____ |
| B. GST   | \$ _____ |
| C. Total Tender Sum (GST included) per month                                   | \$ _____ |
| D. Total Transfer Station Services per year (C x 12)                           | \$ _____ |

Is GST payable?

☐ Yes

☐ No

### **LIST OF CONTRACTORS PERSONNEL**

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

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

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

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

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

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

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

**LIST OF EQUIPMENT**

The Tenderer will list the equipment they propose to use at the Facility to complete the Work herein. Seasonal equipment such as trimmers and lawn mowers for summer months and snow blowers for winter, hand tools etc.

Primary Equipment	Model	Make	Type of Engine	Year



**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-23-15 Caretaker Services  
Willow River Regional Transfer Station

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:

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

\_\_\_\_\_  
Print Name of Person Signing Disclosure

\_\_\_\_\_  
Authorized Representative of:

\_\_\_\_\_  
Signature of Person Making Disclosure

\_\_\_\_\_  
Date Signed

## **CONTRACT**

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:  
address  
address, pc

(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-23-15, Caretaker Services – Willow River Regional Transfer Station.
- (b) Commence to actively proceed with the work of the Contract September 1, 2023.

- 2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
- 3. The 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 at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

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**

Signature

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 and except material as defined herein.

"FACILITY or FACILITIES" means the Transfer Station Property and all equipment, buildings, and improvements within the property.

"MANAGER" means the General Manager of Environmental Services of the Regional District of Fraser-Fort George or their authorized representative(s) as designated to the Contractor.

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

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

"ROAD" means the designated areas within the Facility with surfaces that have been prepared for vehicular traffic.

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

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

"TRANSFER STATION" means a Regional District solid waste receiving facility that is used for the authorized temporary storage of solid waste and source separated residual materials.

"TRANSFER STATION PROPERTY" means the property occupied by the Regional District of Fraser-Fort George for the purpose of operating a Transfer Station and/or Marshalling Area.

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

4. **MANAGER'S STATUS**

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

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

The Contractor will assign and keep a competent supervisor available at all times. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor shall employ at all time, qualified and experienced personnel to carry out the Work. The Contractor will keep on the Work when required, during operating hours, a minimum of one person. The Contractor will provide additional personnel required to carry out the Work.

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



7. **CHARACTER OF WORKERS**

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

8. **ASSIGNMENT OF CONTRACT**

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

9. **CONFIDENTIALITY**

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

10. **REGIONAL DISTRICT'S TERMINATION 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's delegate, the Manager, reserves the right to suspend 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.

In the event that the Ministry of Environment, or any other authorized regulatory agency, cancels or suspends the Waste Discharge Permit, or future Operating Certificate, for the Willow River Regional Transfer Station, the Regional District retains the right to terminate this Contract with ten (10) days written notice.

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.

11. **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.

12. **SUB-CONTRACTORS**

The sub-contractors named in the Tender Form will not be changed nor will additional sub-contractors be employed except with the written approval of the Manager. The Contractor is

responsible to the Regional District for the acts and omissions of his sub-contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any sub-contractor and the Regional District. The Contractor will bind every sub-contractor to the terms of the Contract Documents.

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 one (1) hour verbal notice to the Contractor, or without notice if any emergency of danger to the work or public exits, 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. **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.

15. **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 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.

16. **PERMIT AND REGULATIONS**

The Contractor will, at their 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 EXISTING 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 their 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.

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 (see attached) 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.

18. **PROTECTION OF WORK AND PROPERTY**

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

19. **OCCUPATIONAL HEALTH AND SAFETY**

The Willow River Regional Transfer Station is a multi-employer Work site as defined in the provincial *Workers' Compensation Act*. The Regional District of Fraser-Fort George is recognized as the prime contractor and is responsible for coordinating the occupational health and safety programs of all employees working at the Facility. 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 will use due care and take all necessary precautions to assure the protection of persons and property at the Facility, the Landfill and points in between and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

20. **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.

21. **PAYMENT**

The Contractor will invoice the Regional District on a monthly basis. The invoice will itemize payment due for services delivered at the facility during the previous month based on Line A of the Tender Sum in the Schedule of Prices.

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.

22. **PAYMENT WITHHELD OR DEDUCTED**

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

- (a) Where the Contractor is not performing the Work satisfactorily.
- (b) Where any defective or faulty Work has not been remedied.
- (c) Where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.
- (d) Where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site or in connection with the Work.
- (e) Where the Regional District has corrected a deficiency under Article 13, Regional District's Right to Correct Deficiencies.
- (f) Where the Contractor is delinquent in their WorkSafeBC coverage.

23. **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.

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 13, Regional District's Right To Correct Deficiencies or Article 26, 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. 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. **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.

27. **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 \$3,000,000 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.

28. **WORKSAFEBC**

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their Workers' Compensation Board Number and will keep all assessments required to be paid in relation to the Contract amount.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six (6) months after that during the term of the Contract.

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

29. **CONTRACT PERFORMANCE REVIEWS**

From time to time as deemed necessary, the Manager 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.

30. **DISPUTED WORK**

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

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

31. **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.

32. **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 or unenforceable, the validity of the remaining paragraphs hereof will not be affected.

33. **GOVERNING LAWS**

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

34. **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.

35. **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 30 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 21 of this Agreement, as may be agreed by the Contractor, or as determined under Article 30 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 10 of this Agreement.

36. **NOTICE OF PROTEST**

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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## 1. GENERAL

These specifications describe the operation of the Willow River Regional Transfer Station located at Willow River, B.C.

The Facility has bins for receiving municipal solid waste.

- 1.1 The Contractor will at his own expense pay for and supply all equipment, labour and materials to operate the Facility in accordance with the conditions herein.
- 1.2 The Contractor will accept for disposal or recycling all materials as directed by the Regional District.
- 1.3 The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable provincial and federal legislation, criteria and guidelines in operating the Facility.
- 1.4 The Facility may be operated in accordance with permits and operational certificates issued by B.C. Ministry of Environment and Climate Change Strategy to the Regional District. The operation will also comply with guidelines outlined in the Regional District of Fraser-Fort George Regional Solid Waste Management Plan, and industry accepted practices.
- 1.5 The Contractor will agree to exercise good public relations in exercising his authority under this Contract. The Contractor and his workers and approved sub-contractors must possess full knowledge of the Facility operating procedures and Facility area and carry out the Work in a timely, neat and orderly manner. The Contractor will advise and direct site users to the proper disposal or recycling area within the Facility or provide information on optional recycling locations.
- 1.6 All salvage arrangements, including controlled removal of materials from the site, will be the responsibility of the Regional District. Nothing in the Contract Documents is to be interpreted as giving the Contractor exclusive rights to accept and process recyclable or salvageable materials at the Facility or anywhere else in the region.
- 1.7 **Under no circumstances will the Contractor, his workers or his sub-contractors salvage materials from the Facility.** Salvaging by the Contractor, his workers or his sub-contractors will be considered to be a breach of Contract and **may result in the termination of the Contract.**
- 1.8 The Facility is located in a wildlife interface area and can attract wildlife. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.
- 1.9 The Contractor will ensure that his workers and sub-contractors, if applicable, do not smoke anywhere within the Facility.
- 1.10 The Contractor shall not ignite or burn materials without the consent of the Regional District.

## 2. OPERATING HOURS

The Transfer Station receiving bins will operate:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:00 am to 5:00 pm	8:00 am to 2:00 pm	8:00 am to 2:00 pm	Closed	Closed	9:00 am to 5:00 pm	9:00 am to 5:00 pm

The Contractor will be required to remain on-site during operating hours.

The Contractor will deliver the work specified herein at the Transfer Station throughout the year. The site will be open all statutory holidays falling on regularly scheduled operating days except Christmas Day and New Year's Day.

Site operational hours may be adjusted to operational needs or seasonal impacts. Contractor will be given 30 days written notice prior to hours changing.

## 3. WASTE SCREENING PROGRAM

The Contractor will visually inspect all loads being delivered for controlled or prohibited waste materials. While screening waste, Contractor will maintain good public relations with customers and inform site users of recycling options. The Contractor will notify the Manager immediately when the Contractor discovers a controlled or prohibited Waste in a bin.

The Contractor will notify the Regional District where the following is observed:

- waste is a powder, sludge, or gaseous material or contaminated soil;
- waste is in barrels, small sealed containers, tanks or pressure vessels;
- waste has a chemical or other unusual description;
- container is marked with warning labels;
- waste has an unusual odour or appearance;
- waste falls into one of the hazardous waste classifications; or
- waste is not familiar to the Contractor.

The Regional District may continue to amend the materials which may be restricted or banned disposal.

## 4. TRANSFER STATION – RECEIVING BINS

- 4.1 The Transfer Station receiving bin system is designed to accept household waste generated from local residences. A list of materials not accepted for disposal will be provided by the Regional District and amended from time to time.
- 4.2 The Contractor will ensure that the exterior of the containers is maintained in a clean and sanitary condition.
- 4.3 The Contractor will clean up accumulations of litter and garbage and ensure that access to the receiving bins remains unobstructed.
- 4.4 The Contractor will rake the landing area to ensure that the landing area is free of all litter, garbage and deposited materials.

- 4.5 The Contractor will push garbage accumulating inside the mouth of the bins to the back of the bins to create more useable space.
- 4.6 If bins are full or likely to be full prior to the scheduled pick-up day, the Contractor will contact the Manager immediately so that the Regional District can make suitable arrangements.
- 4.7 The Contractor will inspect the bin structures and bin hydraulic systems and immediately report any damage or leakage to the Manager.
- 4.8 The Contractor will empty the hydraulic fluid catch basins into Regional District supplied containers. The Contractor will advise the Regional District when these containers are full so that the Regional District can collect these containers.
- 4.9 Once per year the Contractor will, when directed by the Regional District, paint the safety rails and no-posts on the upper landing area. This painting will be done at the Contractor's expense. The Regional District will supply the paint code to the Contractor.
- 4.10 On a regular basis, the Contractor will trim weeds and grasses growing around no-posts, rails, receiving bins, along fences (inside and outside) and along roadways to prevent willows/brush encroachment onto the roadway.

## **5. SNOW REMOVL AND SANDING**

The Contractor will keep the following areas free and clear of snow and ice accumulations and will provide and apply pedestrian traction material and de-icing material (approved by the Regional District) as required to maintain user safety:

### Snow Removal

- within a 10 metre radius of the transfer bin doors used by the public.
- within a 3 metre radius of footings located at the base of the bins.
- footings below bins are to be kept clear of snow and ice accumulation within 3 metres.
- yellow gates to be shovelled within 1 metre of base.
- chain link gates in the open and closed positions to be shovelled and kept free of snow accumulation for ease of use.

### Sanding and De-Icing

- sand is to be placed in the public use area as needed to prevent slipping hazards.
- **Contractor will provide sand at their own expense. Sand onsite to fulfil sanding needs in bin area.**
- the Manager must approve in advance de-icing and sand to be of industry standards.
- De-icing material to be approved by the Regional District. Contractor will supply de-icing material at their own expense.

The Regional District will maintain all Roads.

## **6. TRAFFIC CONTROL DEVICES AND SIGNS**

The Regional District will provide all informational signs, directional devices, barricades and fencing for directing traffic within the Facility. The Contractor will place, relocate and maintain these devices in accordance with instructions given by the Manager. This will include ensuring that signs are in good

condition, maintained in a firm vertical position, free of dirt, snow and foreign matter and ensuring that curbs, barriers and control devices are properly aligned and in good condition.

The Contractor will notify the Manager of any damaged traffic control devices and signs.

## **7. LITTER CLEANUP**

The Contractor will remove obstruction(s) and litter at the Facility. The appearance of the site will be such as to present a well-maintained solid waste management facility at all times.

- 7.1 The Contractor will ensure that all property within a 150 metre radius of the Facility including access roads, ditches and culverts remain clear and free of accumulations of litter or other deposited waste materials.
- 7.2 The Contractor will ensure that ditches, culverts, gates and fences are kept clear of litter.
- 7.3 The Contractor shall ensure all roadways and landings within the Facility are free of any accumulations of nails and glass or any other material that may pose a hazard to site users and their vehicles.
- 7.4 The Contractor shall attempt to place any materials abandoned outside of the receiving bins or at the gate into the bins. Items that can be easily broken apart should be broken down and deposited into the bins. Items that cannot be broken down or materials that should not be placed in the bins should be moved and organized so as not to obstruct the unloading area.
- 7.5 The Contractor will endeavor to identify any person(s) responsible for unlawful disposal of materials on or near the Facility and provide available evidence concerning identity and/or source to the Manager.
- 7.6 From time to time the Regional District places an additional 50 yard bin onsite. The Contractor is required to keep access to the bin perimeter clear from debris and/or snow.

## **8. CONTRACTOR'S PERSONNEL**

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the Manager. The Contractor will provide and maintain personnel as follows:

- must have full knowledge of the Regional District's operating requirements.
- must have a general ability to provide the Regional District's information concerning reduce, reuse and recycle options available within the Regional District to site users.
- must have a neat and clean appearance.
- must have the ability to immediately contact the Regional District if any problems should arise.

## **9. CONTRACTOR'S FACILITIES**

All structures to be constructed or temporarily placed at the Facility by the Contractor will be subject to prior approval by the Manager. The Contractor's request for such facilities must be made in writing to the Manager and will include drawings and details of the structure that specify design features and building materials. The Contractor will be responsible for all building permits and associated costs that may be required. The Contractor will remove such structures from the Facility following completion of the Contract at his own expense.

Due to the site's remote location, there is no power on site and there are no washroom facilities provided by the Regional District. As per WorkSafeBC requirements it is the Contractor's responsibility to provide access or reasonable arrangements for washroom facilities for staff at their own expense (minimum porta potty).

At any point if the Regional District provides a facility, the one provided by the Contractor will be removed from the site at their own expense.

The RDFFG facility will be kept clean and orderly, and maintenance required to the structure reported to the RDFFG.

## **10. REGIONAL DISTRICT'S FACILITIES**

The Contractor will open and close the buildings (if applicable) and **access gates** in accordance with operating hours. The Contractor will not use these buildings (if applicable) for the storage of any of the Contractor's tools, equipment, and anything else owned by the Contractor unless approved by the Manager.

The Contractor will inspect all gates, fences, buildings and waste disposal equipment once per week to ensure that they are in good repair.

The Contractor will immediately report to the Regional District any fire, evidence of fire or acts of vandalism to the Regional District's facilities or structures.

The Contractor, or any of his workers, shall not issue keys for copying or for unsupervised access to any controlled access portion of the Facility.

## **11. SECURITY**

The Contractor will ensure that the facility is locked up and secure every day at the end of their shift. The Contractor should take all necessary precautions to minimize his exposure to acts of theft and vandalism. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Contractor's facilities and equipment stored at the Facility.

## **12. KEYS**

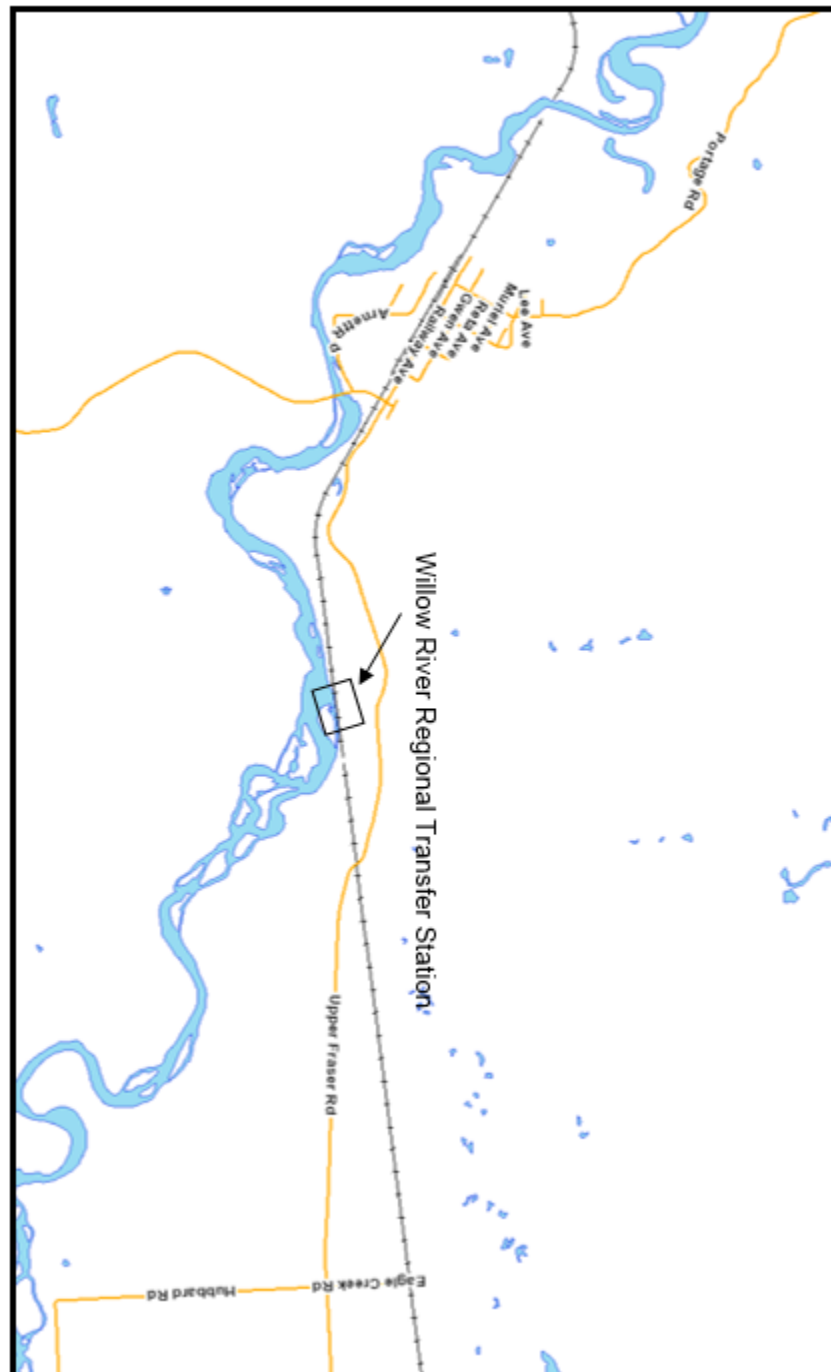
Any keys issued to the Contractor will not be copied and are required to be returned at the end of the Contract. Failure to return the keys at the end of the Contract will result in a \$200.00 lock and re-key fee being deducted from the final invoice.

## **13. RECORD KEEPING**

- 13.1 The Contractor must keep the following records and documents. These documents will be made immediately available to the Manager when requested unless otherwise specified.
- 13.2 The Contractor will keep records of any unauthorized dumping at the Facility. Records will include descriptions of material, any evidence present as to the origin of the material, estimates of volume or weight of material and photographs of the material. These records will be submitted to the Manager within two business days.
- 13.3 The Contractor will maintain a record of all complaints and concerns he may receive from Facility users on forms provided by the Regional District and submit these forms to the Manager on a weekly basis. Complaints of a serious nature or any conflict between the Contractor or the Contractor's employees or the Contractor's sub-contractors and a facility user will be **reported to the Manager immediately**.

- 13.4 The Contractor will submit reports concerning his regular inspection and maintenance activities to the Manager on a monthly basis. The report form will be provided by the Regional District. All completed and uncompleted forms are to be considered property of the Regional District.
- 13.5 The Contractor will keep a record of public use of the facility on an hourly basis. Form will be provided by the Regional District. Forms are to be submitted at the end of the month to the Regional District.
- 13.6 The Contractor may be required to conduct surveys on behalf of the Regional District from time to time. All surveys will be completed and submitted to the Regional District in a neat and orderly manner. All data and completed surveys are to be considered property of the Regional District.

**APPENDIX 'A' SITE LOCATION MAP**







**APPENDIX 'B' SAMPLE CARETAKER MONTHLY REPORT**



**REGIONAL DISTRICT**  
of Fraser-Fort George

FILE: TRAN 17.1

**WILLOW RIVER REGIONAL TRANSFER STATION –  
CARETAKER'S MONTHLY REPORT**

FOR THE MONTH OF \_\_\_\_\_

Date	Time of Arrival	*Fullness of Bin #1	*Fullness of Bin #2	Signage Inspected	Structure Inspected	Snow Removal	Traction Material Applied	# Visitors	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
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22									
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26									
27									
28									
29									
30									
31									

**\*Fullness of Bin - estimate how much garbage is in the bin, ie. 1/4, 2/3, full, etc**

Damage to:	Date	Action Taken
Bins		
Hydraulics		
Signs		
Gate/Fence		
Other		

Please use back of page for additional information.



**APPENDIX 'C' SAMPLE RESIDENTIAL TRAFFIC COUNT**



# REGIONAL DISTRICT of Fraser-Fort George

## FACILITY INFORMATION TRAFFIC COUNT TRAN 17.1.1

Site: WILLOW RIVER

Week: \_\_\_\_\_

	1 - 5 Bags				6 – 10 bags				½ Pick-up				Full Pick-up			
	G	C	M	B	G	C	M	B	G	C	M	B	G	C	M	B
Monday																
Tuesday																
Friday																
Saturday																
Sunday																

VEHICLE COUNT	Monday	Tuesday	Friday	Saturday	Sunday
8 - 9					
9 - 10					
10 - 11					
11 – Noon					
Noon – 1					
1 – 2					
2 - 3					
3 – 4					
4 - 5					
Total					

G=Garbage	C=Compost	M=Metal	B=Building Materials
DLC= Demolition Lumber Construction (Materials)			

[illegible]