



**REGIONAL DISTRICT
of Fraser-Fort George**

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

**CARETAKER SERVICES
QUINN STREET REGIONAL RECYCLING DEPOT**

Date Issued: October 12, 2023

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

Closing Date and Time: **Thursday, November 2, 2023**
10:00 am (Pacific Standard Time)
No Public Opening

Mandatory Site Meeting: **Wednesday, October 18, 2023**
Time: 11:30 am (Pacific Standard Time)
Place: Quinn Street Regional Recycling Depot

General Inquiries: Email Darren Wahl at 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 - Quinn Street Regional Recycling Depot.

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 January 1, 2024 – December 31, 2026.

1.1 Tender Documents

The Invitation to Tender documents may be obtained on or after Thursday, October 12, 2023

- (a) in a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca;
- (b) on the BCBid@ website at 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

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 Quinn Street Regional Recycling Depot at 11:30 a.m. on Wednesday, October 18, 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, 3rd floor, 155 George Street, Prince George, BC, not later than 10:00 a.m. local time on Thursday, November 2, 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.

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 Thursday, November 2, 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
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-23-23
Caretaker Services
Quinn Street Regional Recycling Depot
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 must submit all portions of their Tender by email in accordance with the following:

Subject Line to read: **ES-23-23, Caretaker Services - Quinn Street Regional Recycling Depot – (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. 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. 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
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-23-23
Caretaker Services
Quinn Street Regional Recycling Depot
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 21).

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 Irrevocable Commercial Letter of Credit

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) in the amount of five thousand dollars (\$5,000) in Canadian Funds, from a recognized Canadian Financial Institution. The ICLC shall be in a form consistent with the ICLC shown on page 22 of these documents. The ICLC will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

1.12 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 **Thursday, October 26, 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 October 26, 2023, should changes be necessary to the work of this ITT, they will be addressed through Article 21, 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 (Thursday, November 2, 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 Quinn Street Regional Recycling Depot is located at 1687 Quinn Street, 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 13 through 21:
 - 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

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

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

- | | |
|---|-----|
| <p>a. <i>Tenderer’s Qualification and Experience:</i>
The length and quality of experience of</p> <ul style="list-style-type: none"> • the company named in tender experience in the industry • the Tenderer performing similar work | 25% |
| <p>b. <i>Past Work Experience with the Regional District:</i></p> <ul style="list-style-type: none"> • past contract and work experience with the Regional District • references • completion of previous contracts | 25% |
| <p>c. <i>Budget/Tender Price:</i></p> <ul style="list-style-type: none"> • price submitted for works being requested • pricing for works compared to industry standards | 25% |
| <p>d. <i>Equipment Standards and Back-Up Equipment Plan:</i></p> <ul style="list-style-type: none"> • meeting equipment criteria provided (if applicable) • back-up equipment plan in the event that primary equipment breaks down or in need of longer period servicing which would impede services required | 25% |

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

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

7.0 CONTRACT

7.1 Form of Contract

The form of contract will be similar to the sample contract on page 23 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-23-23 (“Caretaker Services - Quinn Street Regional Recycling Depot”) is anticipated to be awarded no later than Thursday, November 16, 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 - Quinn Street Regional Recycling Depot, 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 30 and proof of WorkSafeBC coverage under Article 31, upon notification that the Regional District has accepted its tender.

8.0 DURATION OF CONTRACT

The duration of the Contract will begin on January 1, 2024 at 12:01 a.m. and the Contract will remain in force until midnight December 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-23-23 Caretaker Services – Quinn Street Regional Recycling Depot 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

TENDERER CHECKLIST

Before submitting your tender bid, check the following points:

- Has the Tender Form been signed and witnessed? _____
- Has the Security Deposit requirement been met? _____
- Have you submitted the Acknowledgement Letter? _____
- Did you attend the Mandatory Site Meeting? _____
- 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 _____
- Are the documents complete? _____
- 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-23-23
Caretaker Services – Quinn Street Regional Recycling Depots
- Responding Tenderer's name and address.

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

ES-23-23, Caretaker Services - Quinn Street Regional Recycling Depot – (Insert Responding Tenderer's Name)

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, 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**.

Scenario # 1: For Hours of Operation (see page 38)

1	<p><u>TENDER SUM – Summer Hours with one attendant on site:</u></p> <p>Lump sum tendered price per month to provide Caretaker Services as set out in the Operational Specifications Scenario # 1</p>	<p>A. Price per month _____</p> <p>B. GST _____</p> <p>C. TOTAL tender sum per month (A + B) _____</p> <p>D. Total Summer Hours Price per year (1C x 7 months) _____</p>
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Scenario # 2: For Hours of Operation (see page 40)

2	<p><u>TENDER SUM – Winter Hours with one attendant on site:</u></p> <p>Lump sum tendered price per month to provide Caretaker Services as set out in the Operational Specifications Scenario # 1</p>	<p>A. Price per month _____</p> <p>B. GST _____</p> <p>C. TOTAL tender sum per month (A+B) _____</p> <p>D. Total Winter Hours Price per year (2C x 5 months) _____</p>
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Scenario # 2: For Hours of Operation (see page 40)

1	<p><u>TENDER SUM – Summer Hours with one attendant on site (July, August, September):</u></p> <p>Lump sum tendered price per month to provide Caretaker Services as set out in the Operational Specifications Scenario # 2</p>	<p>A. Price per month _____</p> <p>B. GST _____</p> <p>C. TOTAL tender sum per month (A + B) _____</p>
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D. Total Summer Hours Price
per year (1C x 3 months)

2 TENDER SUM – Summer Hours with two attendants on site at ALL times (April, May, June, October):

Lump sum tendered price per month to provide Caretaker Services as set out in the Operational Specifications Scenario # 2

A. Price per month

B. GST

C. **TOTAL** tender sum per month (A + B)

D. Total Summer Hours Price
per year (2C x 4 months)

3 TENDER SUM – Winter Hours with one attendant on site:

Lump sum tendered price per month to provide Caretaker Services as set out in the Operational Specifications Scenario # 2

A. Price per month

B. GST

C. **TOTAL** tender sum per month (A+B)

D. Total Winter Hours Price
per year (3C x 5 months)



LIST OF CONTRACTORS PERSONNEL

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

Name of Employee	Employee's Experience / Qualifications

Name of Onsite Supervisor	Supervisor's Experience / Qualifications



LIST OF SUB-CONTRACTORS

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

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

TENDERER'S EXPERIENCE IN SIMILAR WORK

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

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



LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of any additional equipment that he proposes to use at the Facility that may assist in contract works to complete the Work herein. No changes or additions will be made to this list without the written approval of the Regional District. This may also include hand tools and power tools such as trimmers, lawn mowers, leaf blowers etc.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight



GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City

Province

Postal Code

Phone Number

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

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

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

Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ES-23-23 Caretaker Services
Quinn Street Regional Recycling Depot

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

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed



IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. _____

Amount \$ _____

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

Dear Sir:

Re: Irrevocable Letter of Credit No.

In accordance with the Contract to provide caretaker services for the Quinn Street Regional Recycling Depot, under Contract ES-21-13 Caretaker Services – Quinn Street Regional Recycling Depot, we hereby authorize you to draw on _____ (name and address of bank) Province of British Columbia, for account of _____ (name of Tender) up to an aggregate amount of five thousand dollars (\$5,000) available on demand for 100% value.

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

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

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

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

Yours truly,

Manager
(On behalf of Name of Bank)



CONTRACT

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")

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 FIRST PART

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-23-23, Caretaker Services – Quinn Street Regional Recycling Depot.
 - (b) Commence to actively proceed with the work of the Contract January 1, 2024.
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.



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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 Recycling Depot 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.

"RECYCLING DEPOT" means a Regional District transfer facility that is used for the authorized temporary storage of recyclable materials, recyclable 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, 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 26, 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 Quinn Street Regional Recycling Depot, 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. **OWNERSHIP**

The Material produced, received or provided by the Regional District to the Contractor as a result of this Agreement 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) immediately be delivered by the Contractor to the Regional District giving written notice to the Contractor requesting delivery of the same, or at the end date of this Agreement.

14. **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 26, Monies Due to the Regional District.

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. **IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) in the amount of five thousand dollars (\$5,000) in Canadian Funds, from a recognized Canadian Financial Institution. The ICLC shall be in a form consistent with the ICLC shown on page 22 of these documents. The ICLC will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

17. **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.

18. **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.

19. **PROTECTION OF WORK AND PROPERTY**

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

20. **OCCUPATIONAL HEALTH AND SAFETY**

The Quinn Street Regional Recycling Depot 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.

21. **CHANGES IN THE WORK**

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

22. **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.

23. **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 14.
- (f) Where the Contractor is delinquent in their WorkSafeBC coverage.
- (g) When the Contractor is ineligible for WorkSafeBC coverage, the Contractor will provide a letter to the Regional District stating that they are ineligible for WorkSafeBC coverage. The Regional District is then required to pay the WorkSafeBC premiums. Premiums will then be deducted from the monthly invoice. WorkSafeBC rates fluctuate on a period by period basis.

24. **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 on all invoices and the Regional District is liable to pay this amount to the Contractor

25. **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.

26. **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 14, Regional District's Right To Correct Deficiencies or Article 27, Liquidated Damages may be retained by the Manager out of any monies due, or which may become due, from the Regional District to the Contractor under this or any other contract with the Regional District, or the Manager may demand payment to the Regional District by the Contractor. 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 14, Regional District's Right to Correct Deficiencies.

27. **LIQUIDATED DAMAGES**

In case the Contractor fails to commence or complete the Work in accordance with the Contract, and to the satisfaction of the Manager within the time or times specified, the Contractor shall pay to the Regional District the tendered unit price for each and every day that the Work has not commenced after the times specified, which sum or sums, in view of the difficulty of ascertaining the losses which the Regional District will suffer by reason of delay in the performance of the said work, is hereby agreed upon and fixed as a reasonable measure of the Regional District's costs and determined by the parties hereto as the liquidated damages that the Regional District will suffer by reason of said delay and default, and not as a penalty. The Regional District may deduct and retain the amounts of such liquidated damages as per Article 26, Monies Due to the Regional District.

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

28. **REMOVAL OF LIENS**

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

29. **RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

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

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

30. **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 licensed 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.

31. **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.

32. **DURATION OF CONTRACT**

The duration of the Contract will be from 12:01 a.m., January 1, 2024 to midnight, December 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. The total contract duration will not exceed five (5) years.

33. **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.

34. **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.

35. **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 Regional District 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 Regional District 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.

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between the Contractor

and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

36. **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.

37. **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.

38. **GOVERNING LAWS**

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

39. **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 35 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 22 of this Agreement, as may be agreed by the Contractor, or as determined under Article 35 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.



40. **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



OPERATIONAL SPECIFICATIONS

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1. GENERAL

These specifications describe the operation of the Quinn Street Regional Recycling Depot located in Prince George, B.C. The Recycling Depot is a recycling receiving facility that is used for the authorized temporary storage of recycling.

- 1.1. The Contractor will, at their 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 select 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 their authority under this Contract. The Contractor and their 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.
- 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, their workers or their sub-contractors salvage materials from the Facility. Salvaging by the Contractor, their workers or their 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 their workers and sub-contractors, if applicable, do not smoke anywhere within the fenced area of the Facility.
- 1.10. The Contractor shall not ignite or burn materials without the consent of the Regional District.

2. OPERATING HOURS

Summer: April 1 – October 31	
Daily	9 am – 5 pm

Winter: November 1 – March 31	
Monday	9 am – 5 pm
Tuesday & Wednesday	Closed
Thursday - Sunday	9 am – 5 pm

The facility will be open from 9:00 a.m. to 4:00 p.m. on the following holidays:

Easter Monday
Victoria Day
Thanksgiving Day
Labour Day

The facility will be closed on the following holidays:

New Years' Day
Family Day
Good Friday
Canada Day
British Columbia Day
National Day of Truth and Reconciliation
Remembrance Day
Christmas Day
Boxing Day

The Contractor will be required to remain on-site and keep the facility gates open during operating hours.

The Contractor will deliver the work specified herein at the Transfer Station throughout the year.

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

3. STAFFING

The Contractor is responsible for compliance with all WorkSafeBC regulations with respect to working alone, or any other act of the code that is applicable. The below scenarios are provided to accommodate various site-specific needs, providing safe site conditions at all times to site users, attendants and haulers as required. The specified months during Scenario 2 are historically the busiest for yard and garden waste collection, which can cause operational issues.

Scenario # 1

- 3.1 The Contractor must have a minimum of one (1) site attendant on site at all times.
- 3.2 The period of time from December 27th to the end of the first full week in January, the Contractor must have a minimum of **two (2)** attendants on site.

Scenario # 2

- 3.3 The Contractor must have a minimum of one (1) site attendant on site at all times.

- 3.4 During the months of April, May, June and October, the Contractor must have a minimum of two (2) site attendants on site at all times. This includes any holidays during these months that the site is open.
- 3.5 The period of time from December 27th to the end of the first full week in January, the Contractor must have a minimum of two (2) attendants on site.

3.6 Extra or Reduced Hours of Work

- 3.6.1. Extra Hours of Work: In the event extra staffing is required due to increased demands, the Regional District will request the contractor to provide extra staff based on the following rate depending on Summer or Winter Operating hours as specified in Section 2. Operating Hours:

(Tender Sum for the month depending on Summer or Winter Operating Hours / Number of working hours within the month that Extra Hours are required) / Number of minimum attendants required = Rate for Extra hours requires

- 3.6.1.1. The following is only for example purposes:
(\$5000/month / 248 working hours in the month) / 1 required attendant = \$20.16/hour is the new rate for the specific month that will be used for Extra Hours of Work.

3.6.1.2. This option is at the Regional District's discretion only.

- 3.6.2. Reduced Hours of Work: Where operating hours of attendance are reduced by the Regional District, the Regional District shall be issued a credit at the following rate depending on Summer or Winter Operating hours as specified in Section 2. Operating Hours:

(Tender Sum for the month depending on Summer or Winter Operating Hours / Number of working hours within the month that Extra Hours are required) / Number of minimum attendants required = Rate for Extra hours requires

- 3.6.2.1. The following is only for example purposes:
(\$5000/month / 248 working hours in the month) / 1 required attendant = \$20.16/hour is the new rate for the specific month that will be used for Extra Hours of Work.

3.6.2.2. This option is at the Regional District's discretion only.

4. WASTE SCREENING PROGRAM

- 4.1 The Contractor will visually inspect all loads being delivered for controlled or prohibited waste materials. While screening loads, the 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.

- 4.2 The Contractor **MUST** notify the Regional District where the following is observed: At **NO** time will the contractor allow the disposal of any of the following until such time as the Regional District and been both informed and has given guidance and or consent to the contractor.
- 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.
- 4.3 The Regional District may continue to amend the materials which may be restricted, banned from disposal or accepted for recycling.
- 4.4 The Contractor and their staff must possess full knowledge in solid waste issues, including the Regional District's Regional Solid Waste Management Plan, the Environmental Management Act, Recycling Regulations, Extended Producer Responsibility Stewardship Programs and particularly Hazardous Waste Legislation requirements as they pertain to the operations of the Facility.
- 4.5 The Contractor will assist the public in the safe and proper use of the facilities while on-site. The Contractor will conduct a load screening program and educate site users on recycling options.
- 4.6 The Regional District will provide the Contractor with a list of accepted materials, which may be amended from time to time by the Regional District.
- 4.7 The Contractor and their staff will visually inspect all loads of accepted materials prior to disposal into the bins. The Contractor and their staff will not accept restricted materials at the facility.
- 4.8 The Contractor and their staff will direct commercial loads or loads of unacceptable materials to other appropriate waste management facilities.
- 4.9 The Contractor and their staff will ensure all users are properly informed and guided in the proper use of the Recycling Area.
- 4.10 The Yard and Garden Waste area is established for the recycling of yard and garden materials suitable for composting. The Regional District will provide information to the Contractor on the types of yard and garden material accepted. The Contractor and their staff will maintain the area in a neat and orderly fashion.
- 4.11 The Multi-Material Recycling Bins area is established for the recycling of mixed-paper products, cardboard, containers and cartons, and tin cans. Milk jugs will be accepted up until the end of 2021, after that they will no longer be accepted as they will be collected with beverage containers for deposit. The Contractor will maintain the area in a neat and orderly fashion, ensuring all loose litter is picked up promptly.
- 4.12 The Metal Recycling Bins are designed for the recycling of acceptable metal items. Metal items containing ozone depleting substances (fridges, freezers, etc.) are currently not being accepted and should be redirected to the appropriate facility.
- 4.13 The contractor is responsible for the disposal and costs associated with the relocation and disposal of restricted items that were abandoned or dropped off at the transfer station. The Contractor and their staff, under no circumstances, will enter into the bins to remove any such items. The Contractor will notify the Regional District immediately when the Contractor or his staff discovers a restricted waste. The contractor shall maintain and provide the Regional District with records showing what items were dropped off and to provide copies of receipts showing the items were disposed of. The Regional District will not reimburse or be responsible for any costs relative to the special wastes deposited at the Transfer Station.

The Regional District may increase or decrease the number and type of recycling services at its discretion.

5. TRANSFER STATION – RECYCLING BINS

- 5.1 The Recycling Depot receiving bin system is designed to accept yard and garden debris, scrap metal, corrugated cardboard, and paper and packaging products 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.
- 5.2 The Contractor will ensure that vehicle or directional barriers are placed or replaced as needed.
- 5.3 The Contractor will clean up accumulations of yard and garden debris/litter and ensure that access to the receiving bins remains unobstructed.
- 5.4 The Contractor will rake and/or sweep the landing area to ensure that the landing area is free of all litter, garbage and deposited materials.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 The Regional District, the transfer station caretaker, and the waste hauler will have a meeting to discuss the best procedure to provide the best possible service to the facility.
- 5.9 The Contractor will wash down the Transfer Station/Recycle site paved areas as directed to remove accumulated grit, sand and debris. Seasonal cleaning weather permitting.

6. RECYCLABLE MARSHALLING AREAS

- 6.1 The Contractor will ensure recycling areas are kept in clean and neat order for use by the public.
- 6.2 The Contractor will keep items collected in a neat order and stack on pallets provided by the Regional District, recyclable items include but are not limited to: 25 lbs propane bottles only, appliances, within the metal bin, NO fridges, freezers or any other ODS type appliances. Used motor oil, empty jugs/lids and auto anti-freeze to be collected within the provided storage unit.
- 6.3 Marshalling Area Requirements:
 - 6.3.1 Oil dump collection area: Residential only NO commercial volumes
 - drain oil into collection drum as needed
 - tidy up area, clean up any oil spills
 - place oil containers in marshalling area for pickup by recycler
 - clean up of any spilled oil

6.3.2 Waste antifreeze area:

- empty containers into drums as needed
- stack containers in storage area for pick up by recycler
- clean up any spilled antifreeze

6.3.3 Major appliances area:

- non-ODS containing large appliances go in the metal bin
- they must be counted on supplied count sheet

6.3.4 Household battery area:

- ensure modified garbage can is closed to the elements
- instruct users to bag required batteries
- bag required batteries when found not bagged
- move battery box in storage area for pick up by recycler

6.3.5 Propane bottles

- stack propane bottles in neat orderly rows
- place 1lb propane bottles in supplied super bag
-

6.3.6 Specific programs may require reading labels, documenting items received and filling out manifests, etc.

7. OUTSIDE PERIMETER

- 7.1. Scatter is to be picked up within ten (10) metres of the outside perimeter.
- 7.2. Lawn and fence line trimming is to be done as directed by the Regional District outside the fence line to the roadway.
- 7.3. Supply of mowers, trimmers and materials needed is at the Contractor's expense (list located under List of Equipment on page 19).

8. SNOW REMOVAL 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 six (6) metre radius of the bin area used by the public, including the multi-material recycling bins.
- chain link gates in the open and closed positions to be shoveled and kept free of snow accumulation for ease of use.
- within a three (3) metre radius of ATCO trailer, storage building and marshalling areas.

Sanding and De-Icing

- small sand bin to be provided by the Contractor.
- 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 six (6) metre zone.**
- 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 coordinate and be responsible for all other snow removal and sanding on site. The Contractor will notify the Regional District immediately if snow removal and sanding services are required on the site.

9. 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.

The Contractor will not alter the provided signs in any way or create signage without the prior authorization of the Regional District.

10. 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.

- 10.1. The Contractor will ensure that all property within a ten (10) metre radius of the Facility including access roads, ditches and culverts remain clear and free of accumulations of litter or other deposited waste materials.
- 10.2. The Contractor will ensure that gates and fences are kept clear of litter and weeds.
- 10.3. 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.
- 10.4. 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. The contractor is responsible for the disposal and costs associated with the relocation and disposal of restricted items that were abandoned or dropped off at the transfer station. The Contractor will notify the Regional District immediately when the Contractor or his staff discovers a restricted waste. The contractor shall maintain and provide the Regional District with records showing what items were dropped off and to provide copies of receipts showing the items were disposed of. The Regional District will not reimburse or be responsible for any costs relative to the special wastes deposited at the Transfer Station.

11. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the Manager. Any changes in Contractor personnel must be made in writing to the Regional District. The Contractor will provide and maintain personnel as follows:

- 11.1 Must have full knowledge of the Regional District's operating requirements.
- 11.2 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.
- 11.3 Must have a neat and clean appearance.
- 11.4 Must wear as minimum required while on site: steel toed boots, hi vis vest, hard hat (when below bins), safety glasses and any other equipment as required by WorkSafeBC.
- 11.5 Must have the ability to immediately contact the Regional District if any problems should arise (cell phone/phone).

12. SPILLS

- 12.1 Any oil spillage or other spills will be promptly cleaned up and disposed of in the appropriate manner.
- 12.2 The containment building shall be kept neat and all oil spills to be cleaned up as soon as possible.
- 12.3 Materials for clean-up, Sphag sorb©, rags, etc. are to be supplied to site employees by the Contractor at the Contractor's expense.

13. 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.

14. REGIONAL DISTRICT'S FACILITIES

The facility has an ATCO trailer with washrooms for the Contractor's staff to use. The interior and exterior and surrounding area will be kept tidy and clean in appearance at all times. The office space and washroom are to be kept on a regular cleaning schedule.

All janitorial materials and supplies are to be provided at the Contractor's expense.

The Contractor will open and close the buildings and access gates in accordance with the hours of operation. The Contractor will not use these buildings 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 day to ensure that they are in good repair.

The Contractor will report any damage immediately to the Regional District. 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.

15. SECURITY

The Contractor will ensure that the facility is locked up and secure at the end of every shift. The Contractor should take all necessary precautions to minimize their 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. The Contractor will be responsible for responding to alarms and/or alerting the security company when an alarm has been triggered during regular operating hours, or if the alarm is triggered by the Contractor's staff during opening and closing the site.

The Contractor will operate any video monitoring equipment installed on site by the Regional District and report findings to the Regional District as soon as discovered.

16. RECORD KEEPING

The Contractor must keep the following records and documents as directed or on behalf of the Regional District. These documents will be made immediately available to the Manager when requested unless otherwise specified. All documentation completed on behalf of the Regional District is considered the sole property of the Regional District.

- 16.1 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.
- 16.2 The Contractor will maintain a record of all complaints and concerns they 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.
- 16.3 The Contractor will submit reports concerning their regular inspection and maintenance activities to the Manager on a monthly basis. The report form will be provided by the Regional District.
- 16.4 The Contractor will keep a record of public use of the facility on an hourly basis. Forms will be provided by the Regional District. Forms are to be submitted by the first of each month to the Regional District.
- 16.5 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.
- 16.6 The Contractor will keep a daily log of activities at the recycle depot. Monitor and record the numbers of containers removed. Report any problems immediately to the Regional District. These records will be submitted to the Manager on a weekly basis.
- 16.7 The Contractor may be required to keep records, log, label and organize various stewardship or recyclable materials as need to be processed for recycling. Neat and accurate records will

be kept and presented to the Regional District monthly. This includes but is not limited to count sheets for the Major Appliance Recycling Roundtable (MARR) major appliances that go in the metal bin.

- 16.8 Traffic count is required during hours of operation. Recording of traffic counts will be provided to the Regional District on forms supplied.

17. HEALTH AND SAFETY

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

- 17.1 Health and Safety Plan

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

- 17.3 Safety Meeting Records

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

18. FORMS

- 18.1 The Contractor will ensure that all forms are completed and submitted to the Regional District by the 1st of each month for the duration of the contract.

- 18.2 Current forms that are required to be completed can be found in the attached appendix. The Contractor will be informed at the start of the contract of all forms that have to be completed.

From time to time the RDFFG may add or delete a form that needs to be completed. The Contractor and the onsite supervisor will be notified of any changes by the Manager or their designate.



APPENDIX 'A' - RESIDENTIAL TRAFFIC COUNT SHEET



**REGIONAL DISTRICT
of Fraser-Fort George**

Date: _____

Quinn Street Regional Recycling Depot

Residential Count

TIME	RESIDENTIAL VEHICLES	TOTAL
9:00 a.m. – 10:00 a.m.		
10:00 a.m. – 11:00 a.m.		
11:00 a.m. – 12:00 p.m.		
12:00 p.m. – 1:00 p.m.		
1:00 p.m. – 2:00 p.m.		
2:00 p.m. – 3:00 p.m.		
3:00 p.m. – 4:00 p.m.		
4:00 p.m. – 5:00 p.m.		
TOTAL		



APPENDIX 'B' - INCIDENT REPORT



REGIONAL DISTRICT
of Fraser-Fort George

QUINN STREET REGIONAL RECYCLING DEPOT INCIDENT REPORT

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

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

A. Staff Member Reporting Incident:

NAME: _____ POSITION: _____

B. Details of Incident:

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

SIGNATURE: _____ DATE: _____

C. Witnesses:

1. NAME: _____ 2. NAME: _____

ADDRESS: _____ ADDRESS: _____

D. Action Taken:

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

INVESTIGATED: YES: _____ NO: _____ FILE #: _____

E. Reported to Supervisor:

DATE: _____ TIME: _____ AM/PM

EMPLOYEE: _____ SUPERVISOR: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____



APPENDIX 'C' – INSPECTION REPORTS



Date:	File: TRAN 25.4
Time:	Inspector:

	OPENING		CLOSING	
	Yes	No	Yes	No
1.0 Entrance				
Sign(s) posted?				
Appearance and cleanliness acceptable?				
Entrance secured when site not operating?				
Gates in good operating condition?				
COMMENTS/ACTION TAKEN:				

	Yes		No	
	Yes	No	Yes	No
2.0 Transfer Station Area				
Unloading areas clearly marked?				
Traffic barriers, curbs, no-posts and railings in good condition?				
Below bins clear of debris?				
Recycling bins area clear of hazards?				
Oil receiving area clear of hazards?				
Batteries/Propane Receiving area clear of hazards?				
Outbuilding (trailer & storage sheds) areas clear of hazards?				
Perimeter fencing in good condition?				
Fire Hydrant clear and accessible?				
All outside lights in good working condition?				
Metal Bin sign out and readable?				
Metal Bin barriers and delineator rods in place?				
COMMENTS/ACTION TAKEN:				

	Yes		No	
	Yes	No	Yes	No
3.0 Roads and Parking Areas				
Road leading into site clear of hazards?				
Inbound Land clear of hazards?				
Transfer Station pavement and roadways clear of hazards?				
Staff parking area clear of hazards?				
Detarping area clear of hazards?				
COMMENTS/ACTION TAKEN:				

	Yes		No	
	Yes	No	Yes	No
4.0 Buildings				
ATCO trailer area clear of hazards?				
Locked building when not in operation				
Clean and tidy?				
COMMENTS/ACTION TAKEN:				

Please use back of page for comments, notes or additional information.



DAILY ACTIVITY – Salt & Sanding Log Sheet

File: TRAN 25.6

Quinn Street Regional Recycling Depot

Date: _____

Weather Conditions, Temperature and Time of Inspections:

Weather condition examples:

Celsius: _____ Time: _____ Weather: _____

Clear, Rain

Freezing Rain

Snow (how much accumulation)

Other (Indicate)

Locations Checked

Actions(s) Taken: Done, Sand, Salt, Ice Melter, Snow Removal etc.

Time of Inspection

Gate Decks

Gate Approaches

Recycle Bins

Yard and Garden Bins (2)

Oil Area

Transfer Station/Parking

Name of Inspector



APPENDIX 'D' – SITE INVENTORY



**REGIONAL DISTRICT
of Fraser-Fort George**

TRAN 25.5
Quinn Street Regional Recycling Depot
Site Inventory

Date: _____

	Count		Amount
Batteries (Automotive)		Batteries (Household)	
Oil Buckets		Antifreeze	
Oil Jugs (Bags)		Oil Filters	
Propane Tanks		Used Oil	
Notes:			



**REGIONAL DISTRICT
of Fraser-Fort George**

Quinn Street Regional Recycling Depot
Site Inventory

Date: _____

	Count		Amount
Batteries (Automotive)		Batteries (Household)	
Oil Buckets		Antifreeze	
Oil Jugs (Bags)		Oil Filters	
Propane Tanks		Used Oil	
Notes:			



**REGIONAL DISTRICT
of Fraser-Fort George**

Quinn Street Regional Recycling Depot
Site Inventory

Date: _____

	Count		Amount
Batteries (Automotive)		Batteries (Household)	
Oil Buckets		Antifreeze	
Oil Jugs (Bags)		Oil Filters	
Propane Tanks		Used Oil	
Notes:			

Hand in full page at Month End



APPENDIX 'E' – MARR COUNT SHEET

Please submit as soon as the month is completed. If sending by fax, the Office fax # is 250-562-8676.

MARR COLLECTION SITE NON-ODS LOG SHEET

Facility Name: _____ Signature: _____

Date: _____ Page: _____ Of: _____

PRODUCT	COUNT	TOTAL
7. Clothes Washers 		
8. Clothes Dryers 		
9. Ranges 		
10. Range Hoods and Downdrafts 		
11. Built-In Ovens 		
12. Built-In and Over the Range Microwave Ovens 		
13. Surface Cooking Units 		
14. Dishwashers 		
15. Food Waste Disposers 		
16. Trash Compactors 		
17. Built-in Electric Water Dispensers (not standalone water coolers) 		

ODS COLLECTION SITE LOG SHEET

Facility Name: _____ Signature: _____

Date: _____ Page: _____ Of: _____

PRODUCT	COUNT	TOTAL
<p>1. Full-size fridges & Wine Coolers/ Beverage Centres</p> 		
<p>2. Compact fridges & Wine Coolers/ Beverage Centres</p> 		
<p>3. Freezers</p> 		
<p>4. Room Air Conditioners</p> 		
<p>5. Portable Air Conditioners</p> 		
<p>6. Dehumidifiers</p> 		
<p>7. Water Coolers</p> 		



APPENDIX 'F' – SITE PAMPHLET

QUICK REFERENCE GUIDE – QUINN STREET RECYCLING DEPOT

Material	Accepted?
Antifreeze and Containers	✓
Auto Batteries	✓
Cardboard	✓
Household Batteries	✓
Mixed Paper	✓
Propane Bottles 20 lbs	✓
Scrap Metal	✓
Tin Cans / Plastic Containers	✓
Used Oil, Filters and Containers	✓
Yard and Garden Waste	✓
Tires (as of March 31, 2022)	X
Residential Waste	X
Refrigeration Appliances (air conditioners, fridges, freezers, water coolers)	X

PROHIBITED MATERIALS

Alternative waste disposal options are available for these materials. Please contact the Regional District Service Centre at 250-960-4400 or 1-800-667-1959 for more information.

SITE OPERATION AND SERVICES

The Quinn Street Regional Recycling Depot is operated by the Regional District of Fraser-Fort George.

The site provides waste reduction services for recycling and compostable yard waste drop off.

Quinn Street Regional Recycling Depot does not accommodate waste disposal at this site. Please proceed to the Foothills Boulevard Regional Landfill to dispose of your waste.

SITE ATTENDANT

A site attendant is on duty during operating hours to maintain the facility and provide assistance to site users. Please follow the directions of the site attendant.

HOURS OF OPERATION

Quinn Street Regional Recycling Depot	
Winter: November 1 – March 31	
Monday	9 am – 5 pm
Tuesday & Wednesday	CLOSED
Thursday - Sunday	9 am – 5 pm
Summer: April 1 – October 31	
Daily	9 am – 5 pm
Holiday Operating Hours are from 9 am to 4 pm (Easter Monday, Victoria Day, Labour Day and Thanksgiving Day ONLY).	

Foothills Boulevard Regional Landfill	
Operating Hours:	
Monday to Friday	7 am – 5 pm
Saturday & Sunday	9 am – 5 pm
Holiday Operating Hours are from 9 am to 5 pm. (Easter Monday, Victoria Day, Labour Day and Thanksgiving Day ONLY).	

These facilities are **CLOSED** on all other Holidays:

New Years' Day	National Day of Truth and Reconciliation
Family Day	Remembrance Day
Good Friday	Christmas Day
Canada Day	Boxing Day
BC Day	

When delivering waste or recyclables to any Regional District facility, please ensure that loads are covered and contained so that the material does not blow out onto the roads.



REGIONAL DISTRICT
of Fraser-Fort George

155 George Street, Prince George, BC V2L 1P8
Tel: 250-960-4400 • Toll Free: 1-800-667-1959
Fax: 250-563-7520 • Email: environment@rdffg.bc.ca

www.rdffg.bc.ca



LOCATION MAP



RECYCLING

The following waste disposal options and services are available at the Quinn Street Regional Recycling Depot.

SCRAP METAL RECYCLING

Metal materials accepted at the Quinn Street Recycling Depot and the Foothills Boulevard Regional Landfill for recycling include:

- Appliances and parts such as stoves, dishwashers, hot water tanks, washers, dryers and any other **non-refrigeration** type appliance, many of which are part of MARR;
- Bicycle frames and barbecue hulks;
- Metal roofing and siding;
- Lawnmower bodies, snowmobile and motor bike frames (fuel, tires and lubricants must be removed);
- Any steel containers (drums and tanks) must be crushed or perforated to ensure that they contain no liquid or hazardous material. Pressurized containers cannot be recycled.

Private scrap metal services are available for commercial generators and for auto hulk disposal.

MULTI-MATERIAL RECYCLING

Recycling bins are provided to receive:

- **Cartons and Containers**
Plastic containers, steel packaging, aluminum containers and paper packaging containing liquids when sold. Empty and rinse containers -labels are okay, remove caps, pumps & lids, place loose in the bin. Put metal lids inside cans and flatten.
- **Mixed Paper**
*Catalogues, glossy flyers, cereal boxes, office paper, kraft grocery bags, envelopes, magazines, newspaper and cardboard egg cartons. **NO paper that has any plastic, foil, wax, or food residue attached to it.***
- **Corrugated Cardboard**
There is a separate bin for flattened corrugated cardboard. Corrugated boxes have a rippled layer sandwiched between layers of linerboard. Waxed or contaminated corrugated cardboard (cardboard covered with grease, oil, paint or other materials) is not recyclable and should be placed in the garbage

For a detailed list of accepted materials, please refer to the Regional District Recycling Brochure, visit our website or www.sortsmart.ca.

YARD AND GARDEN WASTE

Backyard composting is an effective method for handling your yard and garden waste. Leaves, grass clippings and vegetable clippings can be composted in your backyard and then added to lawns and gardens. The Recycling & Environmental Action Planning Society (REAPS) www.reaps.org offers workshops and provides information on home composting. For more information, call REAPS at 250-561-7327.

Yard and garden trimmings (leaves, grass and hedge clippings, plants, flowers, vegetable stalks, shrub and tree branches up to 75 mm (3 inches) in diameter) are accepted at the Quinn Street Regional Recycling Depot for inclusion in the centralized composting operation at the Foothills Boulevard Regional Landfill. Weeds, land clearing debris or industrial sources of wood waste are not accepted for composting.

PROPANE TANKS

One empty propane tank 20lbs and under is accepted free of charge at the Quinn Street facility.

USED OIL & ANTIFREEZE

The BC Used Oil Management Association is responsible for the collection and recycling system for used oil, oil filters, used antifreeze and used plastic oil and antifreeze containers in BC.

Included in the used oil program are:

- **used oil:** petroleum or synthetic crankcase oil, engine oil, hydraulic fluid, transmission fluid, gear oil and heat transfer fluid.
- **oil filters:** spin-on or element oil filters used in hydraulic transmissions or internal combustion engine applications include diesel fuel filters; with the exception of gasoline fuel filters.
- **oil and antifreeze containers:** any plastic container with a capacity of less than 30 litres that is manufactured to hold oil or antifreeze
- **used antifreeze**

TIRE RECYCLING

As of March 31, 2022, tires are no longer accepted at Regional District transfer stations or landfills.

When buying new tires, leave your old ones with the tire retailer and they will ensure that they are recycled. Otherwise, please visit Tire Stewardship BC (TSBC) (www.tsbc.ca) or call Toll-free [1-866-759-0488](tel:1-866-759-0488) to find your nearest drop-off location.

APPLIANCES CONTAINING REFRIGERANT

Fridges, freezers, air conditioners, and dehumidifiers under the Major Appliance Recycling Roundtable Stewardship program are accepted free of charge for recycling at Foothills Boulevard Regional Landfill. For more information on MARR check out their website: <https://www.marrbc.ca>