



# REGIONAL DISTRICT of Fraser-Fort George

## INVITATION TO TENDER ES-24-08

### LEACHATE TESTING SERVICES FOOTHILLS BOULEVARD REGIONAL LANDFILL

- Date Issued:** April 26, 2024
- Closing Location:** Regional District Office  
3<sup>rd</sup> Floor, 155 George Street,  
Prince George, BC V2L 1P8
- Closing Date:** May 9, 2024  
2:00 pm (Pacific Standard Time)  
No Public Opening
- Inquiries:** Email Darwin Paton at [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)
- Note:** Late submissions will not be considered

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**INVITATION TO TENDER**  
**PART A – INTRODUCTION**

The Regional District of Fraser-Fort George (Regional District) invites qualified consulting firms to perform routine Leachate Testing Services at Foothills Boulevard Regional Landfill.

The services include:

- routine leachate sampling
- laboratory analysis for required discharge parameters
- providing leachate sampling results to the Regional District

The contract term is **June 1, 2024 – May 31, 2025**

The Regional District of Fraser-Fort George (Regional District) owns and operates the Foothills Boulevard Regional Landfill. Part of the Foothills Boulevard Regional Landfill's operation includes the leachate discharge into the City's wastewater collection system. The Regional District is required to meet the specifics of the Waste Discharge Permit (Appendix K) issued by the City of Prince George.

In May 2020, the Regional District received a Waste Discharge Permit for discharging leachate into the wastewater collection system of the City of Prince George. The Permit requires monthly submittal of leachate analysis, including quarterly and yearly additional testing of certain contaminants. In order to meet the prerequisites for leachate discharge, routine leachate testing is required.

**TENDER DOCUMENTS**

The Invitation to Tender documents may be obtained on or after **April 26, 2024**.

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

All subsequent information regarding this ITT, including amendments, Addendum(s) 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 (listed in Part B, Section 2.1).

**DELIVERY OF TENDERS AND CLOSING DATE:**

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 (the "**Closing Location**") not later than 2:00 p.m. local time on **May 09, 2024** (the "**Closing Date**"). There will not be a public opening for this tender. Tenders must be in English and must be submitted using the submission methods below.

The Regional District will accept tenders submitted either by direct delivery or electronically to the Regional District main office.

**For Tenders to be submitted by hard copy direct delivery:**

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

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Invitation to Tender, **ES-24-08**  
**LEACHATE TESTING SERVICES – FOOTHILLS BOULEVARD REGIONAL LANDFILL**
3. Responding Tenderer's name and address

The lowest or any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders. **Facsimile Tenders will NOT be accepted.**

**For Tenders to be Submitted Electronically:**

The closing date and time for this tender is May 09, 2024, at 2:00 p.m. local Prince George Time (the “Closing Date”).

“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 of the file to be:**

ES-24-08 Leachate Testing Services – Foothills Boulevard Regional Landfill – (Insert Responding Tenderer's 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 or email separately, if needed. **Submitting the files via Drop Box, FTP, or similar programs is not acceptable.**

Tenders must be submitted to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

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.

The Regional District does not assume any risk or responsibility, or liability, including in contract or tort (including negligence), whatsoever to any Tenderer:

1. for ensuring that any electronic email system being operated by or for the Regional District is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, cannot be received.
2. for errors, problems or technical difficulties with respect to a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender.
3. that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, is received by the Regional District of Fraser-Fort George in its entirety or within any time limit specified by this Tender.

The lowest or any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders. Email Tenders will be accepted. All Tender Documents must be received by the Closing Date in order for the Tender to receive consideration.

## **PART B – INSTRUCTIONS TO TENDERERS**

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

**ES-24-08 Leachate Testing Services – Foothills Boulevard Regional Landfill  
June 1, 2024 – May 31, 2025**

Instructions regarding obtaining the Tender Documents are contained in Part A: Introduction.

Questions relating to the tender or project must be directed to:

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

**Deadline for question submissions is 5:00 p.m. (local time) May 03, 2024.**

Those questions that are determined to be of a common interest to all potential Tenderers will be summarized and posted as Addendum(s) on the website.

## **ACKNOWLEDGEMENT LETTER**

Upon receipt of this Invitation to Tender, a potential Tenderer should complete and sign the Acknowledgement Letter at Appendix A, and email the signed Acknowledgement Letter to, Project Manager, [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca). A Tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

**Any Tenderer who does not submit the Acknowledgement Letter will not be sent any Addendum(s), or answers to questions and may be disqualified.**

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## **SITE MEETING**

There will be no site meeting for this ITT.

## **TENDER PROCESS**

### **1.0 Definitions**

- 1.1 "**Addendum(s)**" means all additional information regarding this ITT including amendments to the ITT.
- 1.2 "**BC Bid**" means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca).
- 1.3 "**Board**" means the Board of the Regional District.
- 1.4 "**Closing Location**" means the location specified in Part A - Introduction.
- 1.5 "**Closing Time**" means the closing time and date specified in Part A - Introduction.
- 1.6 "**Contract**" means the contract substantially in the form attached to this ITT.
- 1.7 "**Contractor**" means the successful Tenderer to the ITT who enters into a Contract with the Regional District.
- 1.8 "**Form of Tender**" means the form of tender attached to this ITT.
- 1.9 "**ITT**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).
- 1.10 "**Must**" means a requirement that must be met in order for a Tender to receive consideration.
- 1.11 "**Project Manager**" means the Regional District's representative.
- 1.12 "**Tender**" means a submission in response to this ITT.
- 1.13 "**Tender Documents**" means the documents listed in section 2.1.
- 1.14 "**Tenderer**" means the person submitting a Tender.
- 1.15 "**Regional District**" means the Regional District of Fraser-Fort George.
- 1.16 "**Should**", or "**May**" means a requirement having a significant degree of importance to the objective of the ITT, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may, in its sole discretion, elect to treat the failure to fulfill as a grounds for rejection of a Tender.
- 1.17 "**Work**" means the total construction and related services required by the Tender documents.

## **2.0 Tender Documents**

2.1 The Tender Documents are:

- (a) Part A – Introduction;
- (b) Part B – Instructions to Tenderers; and
- (c) Appendices:
  - i. Appendix A – Acknowledgment Letter;
  - ii. Appendix B – Bidder Checklist;
  - iii. Appendix C – Tender Form;
  - iv. Appendix D – Schedule of Prices – Tendered Price;
  - v. Appendix E – List of Contractor's Personnel;
  - vi. Appendix F – List of Subcontractors;
  - vii. Appendix G – Tender's Experience in Similar Work;
  - viii. Appendix H – Conflict of Interest Disclosure Statement
  - ix. Appendix I – Goods and Services Tax Information;
  - x. Appendix J – Contract Agreement; and
  - xi. Appendix K – 2020 Waste Discharge Permit from City of Prince George

2.2 If there is a conflict between or among (i) the Specifications and (ii) the other Tender Documents, the other Tender Documents shall prevail over the Specifications.

## **3.0 Acceptance of Terms and Conditions**

Submitting a Tender indicates acceptance of all the terms and conditions set out in the ITT, including those that follow and that are included in all appendices and any Addendum(s).

## **4.0 Submission Instructions**

4.1 Each Tenderer must complete and provide Appendix A and C through I.

4.2 All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations, or other corrections should be initialed by an authorized signatory of the Tenderer.

- 4.3 Subject to any alternatives or options in respect of which the Regional District requests pricing or other information in an Appendix to the ITT, Tenders are to be all inclusive and without qualification or condition.
- 4.4 The Regional District may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the Regional District's website, at [www.rdffg.ca](http://www.rdffg.ca) and at BC Bid.
- 4.5 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer, as is necessary for due execution on behalf of the Tenderer. Each Tender by a company or partnership should specify the full name of the legal entity submitting the Tender.
- 4.6 It is the sole responsibility of the Tenderer to ascertain that they have received a full set of the Tender Documents. Upon submission of their Tender, the Tender will be deemed conclusively to have been in possession of a full set of the Tender Documents.
- 4.7 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required, then the Regional District will issue an Addendum(s), and the addendum will be posted on the Regional District website and BC Bid.
- 4.8 It is the sole responsibility of the Tenderer to check for Addendum(s). Addendum(s) issued during the time of Tendering must be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.
- 4.9 The Regional District 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. Accuracy and completeness of a Tender is the Tenderer's responsibility.

## **5.0 Discrepancies or Omissions**

- 5.1 Tenderers finding discrepancies or omissions in the specifications or other documents herein or having doubts on the meaning or intent of any part thereof should immediately request in written form, either by email or by mail, clarification from Darwin Paton ([dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)). Upon receipt of the written request for clarification, Darwin Paton may, in his sole discretion, send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter and make amendments to this ITT. No responsibility will be accepted for oral instructions. Any requests must be received prior to May 3, 2024.
- 5.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

## **6.0 Late Submissions**

Tenders will be marked with their receipt time upon receipt. Only complete Tenders received before the Closing Time will be considered to have been received on time. Tenders received late will be marked late and not considered or evaluated. In case of a dispute, the Tender receipt time as recorded by the Regional District will prevail whether accurate or not.

## **7.0 Changes to Tenders**

A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time:

- (a) For changes to price only, by submitting an amendment via email or mail at the address identified at the beginning of Part B of this Invitation to Tender, identifying a plus or minus variance to the Tenderer's Tender Price; or
- (b) In all cases, by delivering a completely new Tender in accordance with Part A to this Invitation to Tender, clearly indicating it replaces the previously submitted Tender.

Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the Regional District shall only review and evaluate the Tender as amended.

## **8.0 Bid Prices**

- 8.1 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.
- 8.2 Tender prices must remain open for acceptance for a period of sixty (60) days from the Closing Date unless otherwise stated by the Regional District.

## **9.0 Subcontractors**

All Subcontractors, including affiliates of the Tenderer, should be clearly identified in the Tender as per the form attached as Appendix F.

A Tenderer may not subcontract to a firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to an actual, perceived, or potential conflict of interest in connection with the services described in the Tender. This includes, but is not limited to, involvement by the firm or individual in the preparation of the Tender or a relationship with any employee, contractor or representative of the Regional District involved in the preparation of the Tender, participating in evaluation or in the administration of the Contract. If a Tenderer is in doubt as to whether a proposed Subcontractor might be in a conflict of interest, the Tenderer should consult with the Project Manager prior to submitting a Tender. By submitting a Tender, the Tenderer represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential in respect of the Tender.

## **10.0 Rejection of a Tender**

- 10.1 The Regional District may, in its sole discretion, 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.

- 10.2 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.
- 10.3 The Regional District's intent is to enter into a Contract with the Tenderer who has submitted the best offer. The Regional District reserves the right to accept any or none of the Tenders submitted and will evaluate Tenders based on the best value offered to the Regional District and not necessarily the lowest price. The Regional District reserves the right in its sole unrestricted discretion to:
- (a) accept any Tender which the Regional District deems most advantageous to itself;
  - (b) reject any and/or all irregularities in a Tender submitted;
  - (c) waive any defect or deficiency in a Tender whether or not that defect or deficiency materially or substantially affects the Tender and accept that Tender;
  - (d) reject any and/or all Tender for any reason, without discussion with the Tenderer(s);
  - (e) accept a Tender which is not the lowest Tender; and
  - (f) cancel or reissue the Tender without any changes.
- 10.4 Without limiting any other provision of this Tender, the Regional District may, in its sole discretion, reject a Tender submitted by a Tenderer, if the Tenderer or any officer or director of a corporate Tenderer, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

#### **11.0 Conflict of Interest**

- 11.1 When submitting a Tender, the Tenderer must complete, sign, and include with their Tender a Conflict of Interest Disclosure Statement (Appendix H).
- 11.2 Without limiting any other provision of this ITT, the Regional District may reject a Tender based on an actual, potential, or perceived conflict of interest.

The Regional District may 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 a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; 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 a consultant involved in the procurement process or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

A Tenderer who has any concerns regarding whether a current or prospective employee, advisor or member of that Tenderer is, or may be, a Restricted Party is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Tenderer and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party and whether the Regional District will reject a Tender based on the information provided.

## **12.0 Tender Evaluation**

- 12.1 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost-effectively complete the work described in this ITT.
- 12.2 The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District staff shall use the following criteria to evaluate tenders received:
  - (a) Tenderer's Qualifications, Experience, and References;
  - (b) Past Work Experience with the Regional District;
  - (c) Tender Price; and
  - (d) Any other criteria staff deem relevant.
- 12.3 The Tenderer acknowledges that the Regional District may rely upon criteria that the Regional District deems relevant even though such criteria may not have been disclosed to the Tenderer. By submitting a Tender, the Tenderer acknowledges the Regional District's right under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept the Tenderer's Tender, whether or not such right of action arises in contract, negligence, bad faith or any other cause of action.
- 12.4 Notwithstanding any other provision in this ITT, the award of a Contract by the Regional District may be subject to the availability of funding and the approval of the Board.

### **13.0 Proof of Ability**

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

### **14.0 Examination of Contract Documents and Site**

14.1 The Tenderer will satisfy themselves as to the practicality 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.

14.2 The Tenderer 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 to 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.

### **15.0 Liability for Errors**

15.1 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. If errors are discovered, they will be corrected by the Tenderer at their expense.

15.2 Tenderers acknowledge that the Regional District, in the preparation of the ITT supply of oral or written information to Tenderers, review of Tenders or the carrying out the Regional District's responsibilities under this ITT, does not owe a duty of care to Tenderers.

### **16.0 Limitation of Liability**

Except for claims for costs of preparation of its Tender, each Tenderer, by submitting a Tender, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Tender preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Tender process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Tender or otherwise breached or fundamentally breached the terms of this ITT.

### **17.0 Ownership of Tenders and Freedom of Information**

17.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.

17.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board

approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

## **18.0 Confidentiality**

In accordance with the *Freedom of Information and Protection of Privacy Act*, Tenderers will treat as confidential and will not, without prior written consent of the Regional District, 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 a Tenderer as a result of this ITT except insofar as such publication, release or disclosure is required by the laws of British Columbia.

## **19.0 Site Location and Facility Information**

The Site is located at the Foothills Boulevard Regional Landfill, 6595 Landfill Rd, Prince George, BC V2K 5H3.

## **CONTRACT CONDITIONS**

### **20.0 Form of Contract**

A sample contract agreement is included as Appendix J.

### **21.0 Start and Duration of Contract**

The term of the Contract will begin on June 1, 2024 at 12:01 a.m., and the Contract will remain in force until midnight on May 31, 2025. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each extension of renewal will be as per the Schedule of Prices at the tendered rates. Each extension will be for a one-year period and the total Contract duration will not exceed three (3) years.

### **22.0 Term and Termination**

The term of this Contract shall commence as set out in Section 21.0 and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The Contractor or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

### **23.0 Intent of Contract Documents**

This Contract 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.

#### **24.0 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.

#### **25.0 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.

#### **26.0 Changes to the Contract 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.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

#### **27.0 Insurance**

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and to require that the Regional District be provided with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability. The Regional District is to be added as an additional insured.

- ii. Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
  - a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$3,000,000 per occurrence.
  - b. Non-owned Automobile Liability insurance in an amount not less than \$3,000,000 per occurrence.
- iii. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.
- iv. The Contractor will buy and keep in force at their expense until completion of the Contract, firefighting expense insurance in the amount of \$500,000. Such insurance is to include forestry firefighting expenses and will be in the name of the Contractor and the Regional District.

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

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

### **28.0 Damage to Existing Property**

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

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within seventy-two (72) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

### **29.0 WorkSafeBC**

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the Work and will comply with the Workers Compensation Act of the Province of British Columbia.

Prior to undertaking any of the Work in this Service Agreement, the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

Out of Province Contractors will be compliant with WorkSafeBC's registration requirements pertaining to out-of-province firms. Where WorkSafeBC registration requirements allow for a Contractor to be registered with another Province's Worker's Compensation Board or like

organization, the Contractor will provide the Regional District with their registration number and written documentation confirming that the Contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

### **30.0 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, arising from or caused by a negligent act or omission of, or breach of this Agreement on the part of, the Contractor, and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

### **31.0 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 Section 41 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 Section 25 of this Agreement, as may be agreed by the Contractor, or as determined under Section 41 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 Section 22 of this Agreement.

### **32.0 Ownership and Freedom of Information**

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

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

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

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

Any material produced by the Contractor, including but not limited to, drawings, schematics, equipment logs, reports, manuals, and any and all documents created that relate to the Tabor Lake Lagoon Embankment Rehabilitation Project, shall be provided by the Contractor to the Regional District in an amenable format (i.e. Word, Excel, AutoCAD) and will become the property of the Regional District and the Regional District shall not be limited by Contractor's copyright or proprietary terms with regards to use by the Regional District.

### **33.0 Rights of Waiver**

A waiver, or any breach of any provision of this ITT, will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

### **34.0 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.

### **35.0 Independent Contractor**

The Contractor shall be fully independent and shall not act as an agent or employee of the Regional District. The Contractor shall be solely responsible for its employees, and any subcontracts the Contractor lets, and for their compensation, benefits, contributions, and taxes, if any.

### **36.0 Character of Workers**

The Contractor and 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 Owner, does not perform their 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 negligent, or willfully misconducts themselves will, at the written request of the Owner, 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 General Manager of Environmental Services.

### **37.0 Assignment and Subcontracting**

This Agreement does not create any right or benefit in anyone other than the Regional District and the Contractor and shall not be assigned by either party without the prior written approval of the other party.

### **38.0 Regional District's Termination of Contract**

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

### **39.0 Contractor's Termination of Contract**

The Contractor shall 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.

### **40.0 Regional District's Right to Correct Deficiencies**

The Regional District shall have and retain full authority to inspect the work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

### **41.0 Dispute Resolution**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this agreement, 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 British Columbia.

#### **42.0 Permit and Regulations**

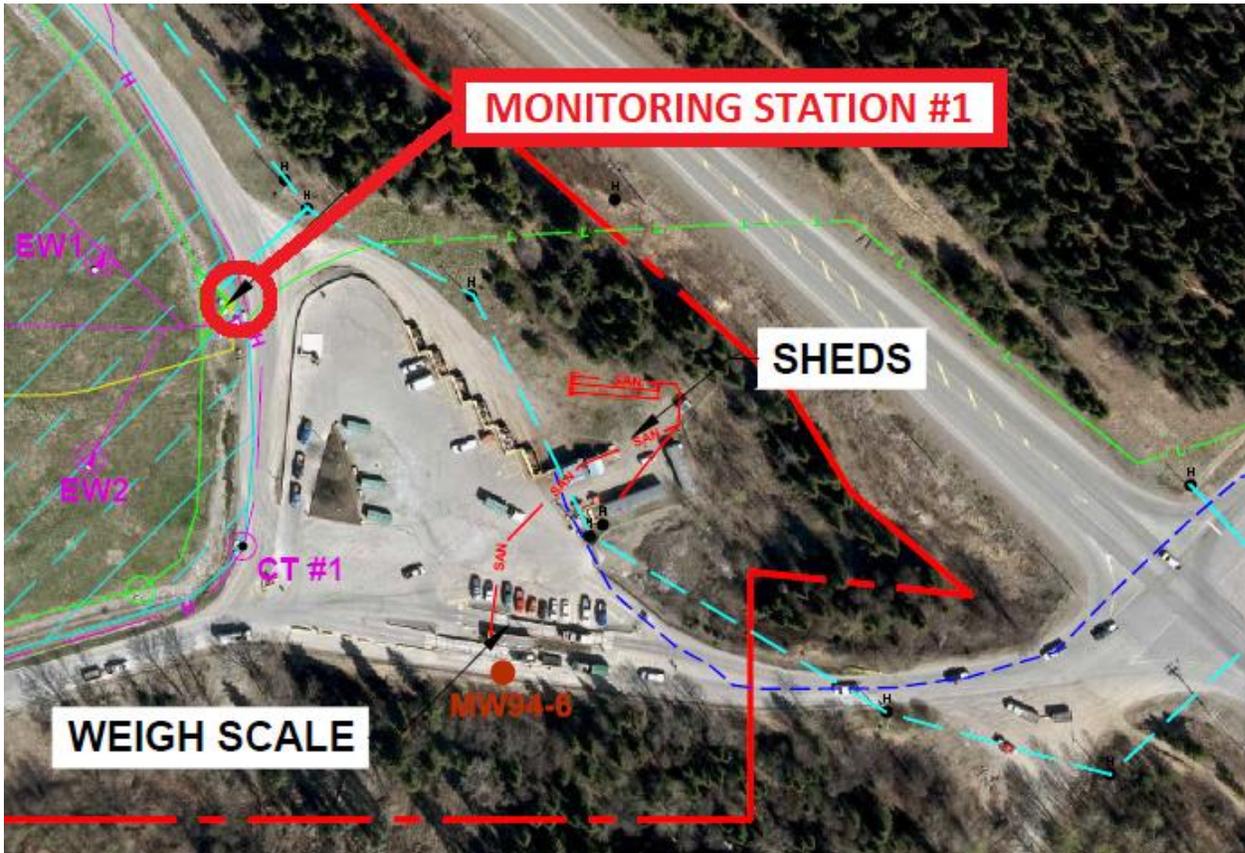
The Contractor will, at their own expense unless pre-approved in writing by the Regional District, procure all other permits, certificates, and licenses required by law for the execution of the work and will comply with all federal, provincial, and local laws and regulations affecting the execution of the work, save in so far as the Contract Documents specifically provide otherwise.

#### **43.0 Scope of Work**

The Regional District requires Services that may include, but are not limited to, the following:

1. Perform grab samples for BOD and TSS using an approved collection method which will include,
  - weekly grab samples of the discharge to sanitary sewer from monitoring point #1.
2. Perform grab samples with Other Contaminants using an approved collection method which will include,
  - quarterly grab samples of the discharge to sanitary sewer from monitoring point #1,
  - yearly grab samples of the discharge to sanitary sewer from monitoring point #1,
  - samples must be analyzed for the parameters found in City of Prince George's Bylaw No. 9055, Schedule "B" Restricted Wastes and List of BC Hazardous Waste Regulation Compounds.
3. Reporting the results of the lab testing which will include,
  - submitting BOD and TSS weekly results to WaterTrax by arranging a contracted laboratory to submit analytical results to the City's data management system,
  - submitting BOD and TSS weekly results via email to the Regional District's key personnel(s),
  - submitting Schedule "B" Restricted Wastes quarterly results to WaterTrax by arranging a contracted laboratory to submit analytical results to the City's data management system,
  - submitting Schedule "B" Restricted Wastes quarterly results via email to the Regional District's key personnel(s),
  - submitting BC Hazardous Waste Regulation yearly results to WaterTrax by arranging a contracted laboratory to submit analytical results to the City's data management system,
  - submitting BC Hazardous Waste Regulation yearly results via email to the Regional District's key personnel(s).

Monitoring point #1 is found inside of the Foothills Boulevard Regional Landfill by the Transfer Station area at the lift station, see map next page:



All samples will be analyzed by one (1) certified laboratory for the duration of this agreement. This laboratory will be agreed upon by the Regional District and the successful tenderer. Any requested changes in the use of an agreed upon qualified laboratory must be submitted in writing to the Regional District with an accompanying explanation as to why the change is warranted.

Schedule of following Routines are set below:

Routines & descriptions	Frequency
<b>Routine A:</b> BOD & TSS	Weekly throughout the year
<b>Routine B:</b> Testing for contaminants listed in Bylaw No. 9055, Schedule "B" Restricted Wastes	Quarterly - in months of January, April, July, and October
<b>Routine C:</b> Testing for BC Hazardous Waste Regulation contaminants	Yearly in July

#### **44.0 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 the quantities, quality and practicability of the Work and their methods of procedure. No verbal agreements or conversations 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.

#### **45.0 Project Manager's Status**

The Project Manager or their delegate 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 Project Manager will have the authority to stop the Work whenever such a 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 Project 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.

#### **46.0 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.

#### **47.0 Occupational Health and Safety**

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

#### **48.0 Goods and Services Tax (GST)**

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

**49.0 Disputed Work**

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

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

**50.0 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	



## APPENDIX B – TENDERER CHECKLIST

Before submitting your tender bid, check the following points:

- |                          |  |       |
|--------------------------|--|-------|
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed? | _____ |
| <input type="checkbox"/> | Is the Schedule of Prices completed?           | _____ |
| <input type="checkbox"/> | Are the following pages included?              |       |
|                          | • Schedule of Prices – Tendered Price          | _____ |
|                          | • List of Contractor's Personnel?              | _____ |
|                          | • List of Subcontractors?                      | _____ |
|                          | • Tenderer's Experience in Similar Work?       | _____ |
|                          | • Goods and Services Tax Information?          | _____ |
|                          | • Conflict of Interest Disclosure Statement    | _____ |
|                          | • Addendum(s)                                  | _____ |
| <input type="checkbox"/> | Are the documents complete?                    | _____ |

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

If submitting by hard copy:

Tenderers should 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-24-08  
Leachate Testing Services – Foothills Boulevard Regional Landfill
- Responding Organization's name and address.

If submitting by email:

Tenderers should ensure that the files should not collectively exceed 30MB. Tenders must be submitted to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

Subject of the file to be:

ES-24-08 Leachate Testing Services – Foothills Boulevard Regional Landfill – (Insert Responding Tenderer's Name).

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**APPENDIX C – TENDER FORM**

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

Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written Addendum(s) (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 Subcontractor(s) employed will be as listed on the List of Subcontractors 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.

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.
- 4) I/We hereby acknowledge receipt and inclusion of the following Addendum(a) 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



**APPENDIX E - LIST OF CONTRACTOR'S PERSONNEL**

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

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

<b>Name of Onsite Supervisor</b>	<b>Supervisor's Experience / Qualifications</b>



**APPENDIX G - 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.

<b>Year</b>	<b>Work Performed</b>	<b>Reference Contact (name and phone number)</b>	<b>Value</b>

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**APPENDIX H - CONFLICT OF INTEREST STATEMENT**

**ES-24-08**  
**Leachate Testing Services – Foothills Boulevard Regional Landfill**

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

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

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage, including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

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

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

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

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

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



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**APPENDIX J - CONTRACT AGREEMENT**

BETWEEN:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:  
155 George Street  
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

**CONTRACTOR**

a company duly incorporated under the laws of British Columbia and having a place of business at:  
address  
address, pc

(hereinafter called the "Contractor")

OF THE SECOND PART

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

1. The Contractor will:
  - (a) Provide all necessary labour, equipment, transportation, materials, supervision, and services to perform all of the work and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender ES-24-08 Leachate Testing Services – Foothills Boulevard Regional Landfill.
  - (b) Commence to actively proceed with the work of the Contract on June 1, 2024.
2. The Regional District will pay 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 Subcontractors, Tenderer's Experience in Similar Work, Schedule of Prices, all appendices, Addendum(s), as well as the tenderer's submission, are incorporated herein to the intent and purpose as though recited in full herein. The whole will form the Contract and will endure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.

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

The contractor at \_\_\_\_\_  
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

SIGNED ON BEHALF OF THE )  
REGIONAL DISTRICT OF FRASER-FORT GEORGE )

\_\_\_\_\_) )  
Chair ) Date \_\_\_\_\_ )

\_\_\_\_\_) )  
GM of Legislative and Corporate Services ) Date \_\_\_\_\_ )

SIGNED ON BEHALF OF )  
CONTRACTOR )

\_\_\_\_\_) )  
Signature ) Date \_\_\_\_\_ )

\_\_\_\_\_) )  
(Name and Title) (Please print)

APPENDIX K – 2020 WASTE DISCHARGE PERMIT FROM  
THE CITY OF PRINCE GEORGE



# WASTE DISCHARGE PERMIT

Under the provisions of the City of Prince George Sanitary Sewer Use Bylaw No. 9055, 2019 and its amendments (the Bylaw), the "Permittee", is authorized to discharge non-domestic waste to sewer from the **Regional District of Fraser-Fort George – Foothills Boulevard Landfill, 6595 Foothills Boulevard, Prince George, British Columbia.**

**THIS WASTE DISCHARGE PERMIT IS APPLICABLE FOR ONE (1) YEAR  
FROM THE DATE ISSUED.**

The attached appendices A, B, C, D, E, F, and G contain the conditions under which waste may be discharged into sewage infrastructure and form part of this permit for discharge sources and works existing or planned beginning **May 1, 2020.**

## FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

This Waste Discharge Permit is subject to the *Freedom of Information and Protection of Privacy Act of British Columbia.*

Any personal information on this form is collected by the City of Prince George for the purposes of processing this application under the authority of section 26(c) and (e) of the Freedom of Information and Protection of Privacy Act. The information collected from the discharger or collected by the City of Prince George staff as a result of this Waste Discharge Permit may be used by the City of Prince George or its agents for the purposes of compliance, evaluation, inventories, planning, fee calculation, impact assessment, or other studies. If you have any questions about the collection of information, including personal information, please contact the Manager of Utilities Division at 1100 Patricia Boulevard, Prince George, or by telephone at 250-561-7519

## RESPONSIBILITY

Neither the issuance of this Permit nor City of Prince George (CPG) approval in principle of any works or process used or proposed for use by the Permittee to treat, handle or store contaminants is to be considered a representation or warranty by the CPG that such treatment process is or will be effective to ensure that the discharge complies with all applicable enactments. The Permittee remains at all times responsible for ensuring that any waste discharged to any sewer connected to sewage treatment or disposal facilities operated by the CPG complies with all applicable enactments.

Issued: May 1, 2020  
Last amended: May 8, 2020

WASTE DISCHARGE PERMIT NUMBER# 006  
CPG doc #359690

  
\_\_\_\_\_  
William Wedel, Utilities Manager

Date May 8/20

APPENDIX A  
TO WASTE DISCHARGE PERMIT NO. 006  
STANDARD CONDITIONS

This appendix sets out the standard conditions for administration, engineering units, definitions, maintenance and operation of works and procedures, signage, record keeping and retention, and notification requirements for the Regional District of Fraser-Fort George – Foothills Boulevard Landfill, located at 6595 Foothills Boulevard, Prince George, British Columbia.

A. ADMINISTRATIVE CONDITIONS

1. **Right to Apply Standards and Fees:** The City of Prince George reserves the right to apply standards and fees from the current Bylaw and Appendix E: Special Conditions to this Permit.
2. **Definitions, Terms and Conditions from the Bylaw:** Except as otherwise provided in this Waste Discharge Permit, the "Permit", all definitions, terms and conditions stipulated in the Bylaw apply to this Permit.
3. **Authorization:** This Permit is non-transferable and authorizes only the listed Permittee to discharge waste to the City of Prince George sanitary sewer system.
4. **Annual Fee:** The Permit holder shall pay an annual Waste Discharge Permit administration fee as set out in the City of Prince George Comprehensive Fees and Charges Bylaw No. 7557. The fee is payable upon issuance of the Waste Discharge Permit and on each anniversary of an active Permit thereafter. Fees are non-refundable.
5. **Fees for Exceeding B.O.D. and/or T.S.S. Limits:** In the event that the waste being discharged under the terms of this Permit exceed the limits for B.O.D and or T.S.S. as set out in Schedule "B" of the Bylaw, a high strength surcharge fee will be levied for that portion of the wastewater discharge in excess of the prescribed limit as set out in the City of Prince George Comprehensive Fees and Charges Bylaw No. 7557.
6. **Maintaining a Copy of the Permit:** The Permittee is required to maintain a copy of the Permit at the permitted facility.
7. **Right of Entry and Inspection:** With reasonable notification, the Permittee shall allow authorized City of Prince George staff to enter the premises to determine whether the Permittee is complying with all requirements of the Permit. The Permittee shall provide reasonable access to all parts of the premises for the purposes of inspection, sampling, records examination and the performance of any additional related duties. Treatment works and sampling sites must be made accessible at all times when reasonable notification is provided by the City. Unreasonable delays in allowing access to the premises shall be considered a violation of this Permit.
8. **Duty to Provide Information:** The Permittee is required, within 48 hours, to provide information on their facility waste, treatment works and procedures, monitoring, sampling and analysis:
  - a. If the Permittee becomes aware of a change in any information submitted pursuant to this Permit;
  - b. If the Permittee becomes aware that any information relevant to the Permit has been omitted, is inaccurate or misleading;
  - c. As cited in the Permit conditions; or
  - d. If requested by the Utilities Manager, Environmental Services Manager, or Authorized Person.
9. **Duty to Comply:** The Permittee must comply with all conditions of this Permit. Any Permit non-compliance constitutes a violation of the Permit and provides grounds for enforcement action or Permit modification.
10. **Notification of Change:** The Permittee shall notify the Non-Emergency contact, as per Appendix A, Section G, in writing not less than sixty (60) days prior to commencing a new operation, expanding, or changing an existing operation which may affect the quality, quantity, or location of the wastewater discharge.
11. **Permit Modification:** The Authorized Person may amend, suspend, revoke, reissue or terminate this Permit with good cause, including, but not limited to, the following reasons:
  - a. To incorporate any new or revised regulations, standards or requirements;
  - b. Substantial alterations or additions to the Permittee's operation processes, or discharge volume or character which were not considered in drafting the effective Permit;
  - c. A change in conditions that requires either a temporary or permanent reduction or elimination of the permitted discharge;

APPENDIX A  
TO WASTE DISCHARGE PERMIT NO. 006  
STANDARD CONDITIONS

- d. Violation of any terms or conditions of the Permit;
  - e. Failure to correct any unsatisfactory conditions as identified by the Utilities Manager, Environmental Manager, or Authorized Person;
  - f. Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting;
  - g. Tampering with or knowingly rendering inaccurate any monitoring device or method required to be maintained under this Permit;
  - h. Information indicating that the permitted discharge poses a threat to the sanitary sewer system, sewer workers or the receiving environment to which the sanitary system discharges;
  - i. To correct typographical or other errors in the Permit; or
  - j. To respond to a request of the Permittee for modifications.
12. **Duty to Reapply:** If the Permittee wishes to continue an activity regulated by this Permit after its expiration date, the Permittee must apply for a permit renewal a minimum of 60 calendar days prior to the expiration date.
13. **Extension of Permit Term Pending Renewal:** If the Permittee has submitted an application to the City of Prince George for a renewal of this Waste Discharge Permit, and the Permittee receives written notice from the Authorized Person that this Waste Discharge Permit will be renewed, then the term of this Waste Discharge Permit will be automatically extended upon the same conditions as are contained in this Waste Discharge Permit until the date that the renewal Waste Discharge Permit is issued.

B. ENGINEERING UNITS

The engineering units specified in this permit are in accordance with the metric system of measure where:

m <sup>3</sup>	= cubic metres	kg	= kilograms
min	= minutes	mg	= milligrams
s	= seconds	L	= litres

C. DEFINITIONS

All definitions are as defined in Section 2.0 of the Bylaw, unless otherwise specified in the Permit,

**Approval/Approved:** In this permit, “approval” or “approved” means a method, materials, person or process that has been reviewed and agreed to in writing by the Utilities Manager, Environmental Services Manager, or Authorized Person.

**Emergency Contact:** Means those contacts specified in Appendix A, Section G – Emergency.

**Non-Emergency Contact:** Mean those contacts specified in Appendix A, Section G – Non-Emergency.

D. MAINTENANCE AND OPERATION OF WORKS AND PROCEDURES

The permittee shall at all times maintain and operate the facility and systems of treatment and control which are installed and/or used by the permittee to achieve compliance with the conditions of his permit. Inspection and maintenance efforts must achieve the following:

1. The works must be readily and easily accessible at all times when reasonable notice is provided by the City.
2. The works must be inspected weekly for the first two months of operation and monthly thereafter.
3. The works must remain in good working order and be maintained and calibrated as per manufacturer’s recommendations.
4. Procedures as specified in this permit must be adhered to.

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E. RECORD KEEPING AND RETENTION

Accurate, up-to-date, written records must be kept by the permittee to show due diligence and to demonstrate that the requirements of the permit have been met. Design calculations, drawings, and all related records must be available for inspection by City of Prince George staff. These records must be retained for the entire time that the permitted operation is in business.

Records of inspections and maintenance must be kept for a period of five years. This includes:

1. Dates and details of all inspections and/or maintenance.
2. Dates and details of inspection, maintenance and/or calibration carried out on all in-line testing and sampling equipment including, but not limited to, pH probes and flow meters.

F. BY-PASSES

The discharge of wastes which bypass any waste control works authorized in this permit, or are not in accordance with procedures designated by the permit, is prohibited unless prior approval of the Utilities Manager, Environmental Services, or Authorized Person is obtained and confirmed in writing.

G. NOTIFICATION PROCEDURES

EMERGENCY

The permittee must provide immediate notification of the following situations:

1. Any leak or spill which may lead to discharge to the sanitary sewer system.
2. Any noncompliance with the requirements of this permit that may result in a discharge to the sanitary sewer system not authorized by this permit.
3. Any failure, bypass or upset conditions of works authorized in this permit that may result in a discharge contrary to this permit.

Contacts:

**311**  
City of Prince George Service Centre  
City of Prince George  
Phone (24 hours): 311  
[311@princegeorge.ca](mailto:311@princegeorge.ca)

and

**Wil Wedel**  
Manager, Utilities  
Utilities Division  
City of Prince George  
Cell: 250-613-8162  
[wil.wedel@princegeorge.ca](mailto:wil.wedel@princegeorge.ca)

NON-EMERGENCY

The permittee shall provide notification prior to implementing changes to any process that may affect the quality and/or quantity of the waste discharge as defined in this permit. Should the permittee become aware of a change in any information, in any material submitted pursuant to this permit, or becomes aware that any such information is inaccurate or misleading or that any relevant information has been omitted, the permittee shall correct the inaccurate or misleading information or supply the omitted information, in writing.



APPENDIX A  
TO WASTE DISCHARGE PERMIT NO. 006  
STANDARD CONDITIONS

Contacts:

**Heather McLeod**

Environmental Coordinator – Source Control

Environmental Services Division

City of Prince George

Phone: 250-561-7544

[heather.mcleod@princegeorge.ca](mailto:heather.mcleod@princegeorge.ca)

and

**Environmental Services Division**

General Environment Email

Environmental Services Division

City of Prince George

Phone: 311

[environment@princegeorge.ca](mailto:environment@princegeorge.ca)



APPENDIX B  
TO WASTE DISCHARGE PERMIT NO. 006  
AUTHORIZED DISCHARGE LIMITS

This appendix sets out the requirements for the quality and quantity of the discharge of non-domestic waste from the Regional District of Fraser-Fort George – Foothills Boulevard Landfill, located at 6595 Foothills Boulevard, Prince George, British Columbia.

A. AUTHORIZED RATE OF DISCHARGE

The Permittee must not exceed the following:

Maximum daily discharge volume: 72 m<sup>3</sup>/day

B. AUTHORIZED DISCHARGE CRITERIA

1. The Permittee must not discharge **Prohibited Waste**, as defined in Schedule “A” of the Bylaw.
2. The Permittee must not discharge **Restricted Waste**, as defined in the Bylaw above the concentrations in Schedule “B” of the Bylaw, with the following exceptions:

PARAMETER	DISCHARGE LIMITS	EXTRA TREATMENT CHARGES
BOD	Less than 350 mg/L	n/a
	Greater than 350 mg/L	Reference Comprehensive Fees and Charges Bylaw No. 7557
TSS	Less than 350 mg/L	n/a
	Greater than 350 mg/L	Reference Comprehensive Fees and Charges Bylaw No. 7557

3. The Permittee must not discharge **uncontaminated wastewater**, as defined in the Bylaw.



## APPENDIX C TO WASTE DISCHARGE PERMIT NO. 006 MONITORING REQUIREMENTS

This appendix sets out requirements for monitoring the discharge of non-domestic waste from the Regional District of Fraser-Fort George – Foothills Boulevard Landfill, located at 6595 Foothills Boulevard, Prince George, British Columbia.

### A. START UP

Notification of start up must be made to the City of Prince George Non-Emergency Contacts 48 hours prior to system start up and discharge to City infrastructure.

### B. DISCHARGE MONITORING

The permittee is required to record waste flows and pH and must sample and have their waste tested for specified parameters at their own expense. Authorized City of Prince George staff performs regular inspections and audit monitoring to ensure permit compliance. The City of Prince George may take an independent sample at any time of operation. Repeat sampling may be necessary if non-compliance is suspected or if high contaminant concentrations are detected in previous samples. All measurements, tests and analysis must be undertaken in accordance with the current edition of the *Standard Method of the Examination of Water and Wastewater*, jointly prepared and published by the American Public Health Association, American Water Works Association and the Water Environmental Federation or an alternate method approved by the Utilities Manager, Environmental Services Manager, or Authorized Person.

#### Permittee Monitoring, Measurement and Sampling Requirements

1. Samples and measurements taken for the purpose of waste monitoring shall be representative of the monitored activity and be taken from the waste discharge monitoring points specified in Appendix C, Section D. The sampling/monitoring date and time must be recorded.
2. Monitoring and sampling must be in accordance with the Special Conditions itemized in Appendix E.
3. Any changes in the location, method, or frequency of monitoring must be approved, in writing, by the Utilities Manager, Environmental Services Manager, or Authorized Person.
4. Additional waste discharge monitoring, measurement, sampling, analysis and reporting must be undertaken by the permittee when required by the Utilities Manager, Environmental Services Manager, or Authorized Person.

### C. CONTINUOUS DISCHARGES

#### Wastewater Monitoring Requirements

Effective at start up, the permittee must measure:

1. **Flow**  
An approved continuous flow monitoring device installed on the discharge line, measuring discharge to sanitary sewer, must be used to measure and record flow. Data collected must be able to provide the reporting requirements in Appendix D, Section 1.
2. **pH**  
An approved continuous pH monitoring device installed on the discharge line, must be used to measure and record pH. Data collected must be able to provide the reporting requirements in Appendix D, Section 2 and support the lockout procedures specified in Appendix E.

#### Wastewater Sample Analysis Requirements

3. **BOD and TSS**  
Effective at start up and continuing throughout the duration of the permit, a **grab sample**, using an approved collection method, of the discharge to sewer must be collected from monitoring point #1, **every week of operation**, unless otherwise approved. The discharge flow for the period that the

APPENDIX C  
TO WASTE DISCHARGE PERMIT NO. 006  
MONITORING REQUIREMENTS

sample was collected must be recorded for the purpose of simultaneous reporting. This data will be used for billing purposes.

4. **Other Contaminants:**

**At Start Up**

Effective at start up a **grab sample** of the discharge to sewer must be collected from Monitoring Point #1, **monthly for the first 6 months**. Review and analysis of reported data will be undertaken and success will be determined by the presence, frequency and severity of effluent quality contravention.

The date and time of collection for each sample and the discharge flow for the period that the sample was collected must be recorded. The sample must be analysed for the following parameters:

- Sanitary Sewer Use Bylaw No. 9055, Schedule "B" Restricted Wastes:
  - Table A: Conventional Contaminants
    - BOD
    - TSS
    - COD
    - Oil & Grease, Total
    - Oil & Grease, Hydrocarbon
  - Table B: Organic Contaminants
    - All\*
  - Table C: Inorganic Contaminants
    - All, Total and Dissolved
  - Table C: Other Inorganic Contaminants
    - All
- BC Hazardous Waste Regulation, Schedule 3, Table 1: Leachate Quality Standards:
  - Nutrients
  - Pesticides\*\*
  - Carbon Tetrachloride\*\*
  - Vinyl Chloride\*\*

\*Polycyclic Aromatic Hydrocarbons (PAHs) must be sampled using the above methods only every two (2) months during the 6 month startup period.

\*\*Pesticides, Carbon Tetrachloride, and Vinyl Chloride must be sampled using the above methods for the first three (3) months of the startup period, after which a data review will be undertaken to determine the approved sampling frequency.

**Following a Successful Start Up**

Following a successful start-up period and continuing throughout the duration of the permit, the sampling frequency will be reduced to quarterly, **once every 3 months**, unless otherwise approved.

Based on the results of sampling and analysis of wastewater by an accredited laboratory for the presence and amount of Restricted or Hazardous Wastes as specified above, the required ongoing wastewater analysis cited in this permit may be amended.

D. **AUTHORIZED MONITORING POINTS**

The permittee must install and maintain one or more monitoring points to facilitate monitoring and sampling of all discharges of non-domestic waste to sanitary sewer from this facility. The monitoring point(s) must be easily accessible and suitable for inspection and sample collection. When reasonable notice is provided by the City, access must be given to authorized City of Prince George staff at all



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TO WASTE DISCHARGE PERMIT NO. 006  
MONITORING REQUIREMENTS

reasonable times. The approved monitoring point(s) are considered to be the points of discharge into sanitary sewer infrastructure.

Prior to the specified discharge, monitoring points must be in place as follows:

1. Monitoring Point	Location Description
MP #1	Leachate "wet pit" as shown on the site map provided by the Regional District.
MP #2	Instrumentation vault with continuous flow monitoring location on discharge line
MP #3	Continuous pH monitor in leachate "wet pit" as shown on the site map provided by the Regional District



## APPENDIX D TO WASTE DISCHARGE PERMIT NO. 006 REPORTING REQUIREMENTS

This appendix sets out the reporting requirements for this waste discharge permit for the Regional District of Fraser-Fort George – Foothills Boulevard Landfill, located at 6595 Foothills Boulevard, Prince George, British Columbia.

### A. DISCHARGE REPORTING

All reporting must be in accordance with the Special Conditions itemized in Appendix E. Additional reporting must be undertaken by the permittee when required by the Utilities Manager or Authorized Person. The permittee is required to submit reports of waste discharge monitoring, sampling and analysis, and associated chain of custody documentation to the City of Prince George Non-Emergency Contacts **monthly, by the 15<sup>th</sup> of the month**, with information from the previous month, unless otherwise approved:

#### 1. Flow

Beginning at start up and continuing throughout the duration of the permit, continuous flow monitoring data with calculations as outlined below must be reported **via email** with information as outlined below:

- a. Minimum daily flow (m<sup>3</sup>/day)
- b. Maximum daily flow (m<sup>3</sup>/day)
- c. Average daily flow (m<sup>3</sup>/day)
- d. Total daily flow (m<sup>3</sup>/day)
- e. Maximum daily discharge volume for each week (m<sup>3</sup>/day)
- f. Average daily discharge volume for each week (m<sup>3</sup>/day)
- g. Total discharge volume for each week (m<sup>3</sup>)

#### 2. pH

Beginning at start up and continuing throughout the duration of the permit, continuous pH monitoring data, with calculations as outlined below, must be reported **via email** with information as outlined below:

- a. Time series graph of continuous pH data, with restricted waste limits identified
- b. Minimum daily pH
- c. Maximum daily pH
- d. Average daily pH

Any lockout resulting from pH outside of the alarmed range must be reported as part of the regular monthly reporting.

#### 3. BOD and TSS

Effective at start up and continuing throughout the duration of the permit, analytical results for BOD and TSS in mg/L from the weekly sample of discharge to sewer must be submitted to **WaterTrax and via email**.

#### 4. Other Contaminants

Effective at start up and continuing throughout the duration of the permit, laboratory analytical results for Other Contaminants, as described in Appendix C, Section C (4), in units of mg/L, from the monthly samples of discharge to sewer must be submitted to **WaterTrax and via email**.

Arrangements must be made for the contracted laboratory to submit analytical results to the City's data management system **via WaterTrax**.

E-mailed results must include a completed data analysis comparison of the results to the prohibited and restricted waste thresholds specified in Schedule A and B of the Bylaw. The sample collection date, time



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TO WASTE DISCHARGE PERMIT NO. 006  
REPORTING REQUIREMENTS

and discharge flow must accompany the analytical results.

C. SPILL AND NON-COMPLIANCE REPORTING

Spill reporting must meet the requirements of Section 14 of the bylaw. In the event of a spill or non-compliance with this permit, the permittee must also contact the Emergency contacts specified in Appendix A, Section G of this permit. All reports shall be submitted in writing to the Non-Emergency Contacts.

APPENDIX E  
TO WASTE DISCHARGE PERMIT NO. 006  
SPECIAL CONDITIONS

This appendix sets out the special conditions that shall occur before and during the discharge of effluent from the Regional District of Fraser-Fort George – Foothills Boulevard Landfill, located at 6595 Foothills Boulevard, Prince George, British Columbia into the City of Prince George sanitary system and the continuance of the permit.

The permittee shall be knowledgeable of, and follow, the City of Prince George Sanitary Sewer Use Bylaw No. 9055, the specific requirements of the City of Prince George Waste Discharge Permit, and pollution prevention and best management practices for landfill operations. Specifically, the permittee shall comply with the following:

A. MATERIALS, EQUIPMENT AND PROCEDURES

1. The permittee must install a pH meter to provide continuous pH data collection and allow for the monthly submission of discharge pH data, **prior to discharge** to the City of Prince George sanitary sewer system.
2. The pH meter must be equipped with an alarm relay programmed with a pH low alarm set to 5.6 and a pH high alarm set to 9.4. The alarm relays must be interlocked with the pump controls and shut down the leachate force main pump in the event of a high or low alarm trigger. In the event of an alarm, the pump controller must be automatically locked and only unlocked once the pH has been treated and is compliant with the bylaw.
3. The permittee must test the function of the pump controller lockout alarm system and provide the results of the test to the Non-Emergency Contacts **prior to discharge** to the City of Prince George sanitary sewer system.
4. The permittee must provide to the Non-Emergency Contact current Safety Data Sheets (SDS) for the chemical materials to be used for neutralizing effluent outside of the acceptable pH range in the Bylaw. These SDS are to be received no later than **30 days after start up**.
5. The Permittee must provide to the Non-Emergency Contact, current Safety Data Sheets (SDS) for all products stored or used on site that have the potential to enter the City of Prince George sanitary sewer system, no later than **June 30, 2020**.
6. The Permittee must provide to the Non-Emergency Contact, written, site specific procedures for the following activities, no later than **June 30, 2020**:
  - a. Inspection and maintenance of pumps
  - b. Sample collection and reporting
  - c. Calibration of the pH probe
  - d. pH neutralization
7. Pumps must be fully submerged at all times to minimize landfill gas from entering the force main
8. As built drawings of the works associated with this discharge permit must be provided to the Non-Emergency Contact if these different from the “issued as recorded” drawing provided to the City of Prince George as part of the application.

B. INSPECTIONS

The permittee is responsible for regular and comprehensive inspections of the site and processes and addressing any deficiencies promptly to ensure internal compliance with the terms of the permit.

APPENDIX E  
TO WASTE DISCHARGE PERMIT NO. 006  
SPECIAL CONDITIONS

C. MONITORING, SAMPLING AND REPORTING

1. The permit holder is required to engage a Qualified Professional to calibrate monitoring and sampling equipment according to the schedule and specifications of the manufacturers, sign off on flow and pH measurements, perform sampling and tests of waste discharge for analysis and be responsible for data submission to the Non-Emergency Contact.
2. The permit holder is required, at the permit holders' expense, to obtain the services of an Accredited Laboratory to test, analyse, measure and report waste discharge data, to the City of Prince George Non-Emergency Contact.
3. When requested, the Permittee must share their sampling schedule to allow authorized City of Prince George staff to be present during sampling.
4. Most accredited laboratories are able to enter analytical data into the Watertrax system. Permittee should contact the Non-Emergency number to make the necessary arrangements for wastewater reporting to be done through the Watertrax system, in fulfilment of the requirements of this Permit.

D. SPILL RESPONSE

Spill response must meet Section 14 of the Bylaw. In addition, the permittee shall comply with the following:

1. The permittee is required to provide the Non-Emergency contacts with a written, site specific, up-to-date spill response plan, including the process for pump lockout, overflow management, employee training and signage by **June 30, 2020**. This plan must be followed, effective upon completion and throughout the duration of the permit. Any updates and changes to this plan must be provided to the City of Prince George.
2. Spill isolation and management supplies that are identified in the spill response plan must be kept in stock and be readily available at all times
3. The spill response plan must be posted on site in an area frequented by employees.

F. PENALTIES

1. Effective the Permit issuance date, there will be a charge for missed reporting, as specified in Appendix C "Monitoring Requirements", D "Reporting and Record Keeping Requirements and E "Special Conditions" of this Permit. This charge will be \$500.00 per occurrence, after 24 hours with no report received, unless prior approval for an alternative reporting schedule has been provided.
2. Effective the Permit issuance date, there will be a fee for service for all City of Prince George inspections and sampling conducted at the Foothills Boulevard Landfill that would be required if conditions specified in the Permit are not met. This is in addition to any lab sampling costs. This charge will be \$250.00 per visit.
3. The Bylaw permits discharges with pH between 5.5 and 9.5. Effective on the permit issuance date there will be a \$1,000.00 charge for every daily occurrence of the continuously monitored pH measuring outside the acceptable range. Under Section 15 of the Bylaw, additional penalties may apply for discharges to the sanitary sewer system that are not permitted under this permit.



APPENDIX E  
TO WASTE DISCHARGE PERMIT NO. 006  
SPECIAL CONDITIONS

G. IMPROVEMENTS

This permit is considered to be an interim permit for one year. Under this interim permit, waste discharge will consist of leachate and Landfill Gas (LFG) condensate. A new permit application is expected to be submitted prior to the connection of the scale house and operations building sewer lines.



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APPENDIX G  
TO WASTE DISCHARGE PERMIT NO. 006  
SITE MAP

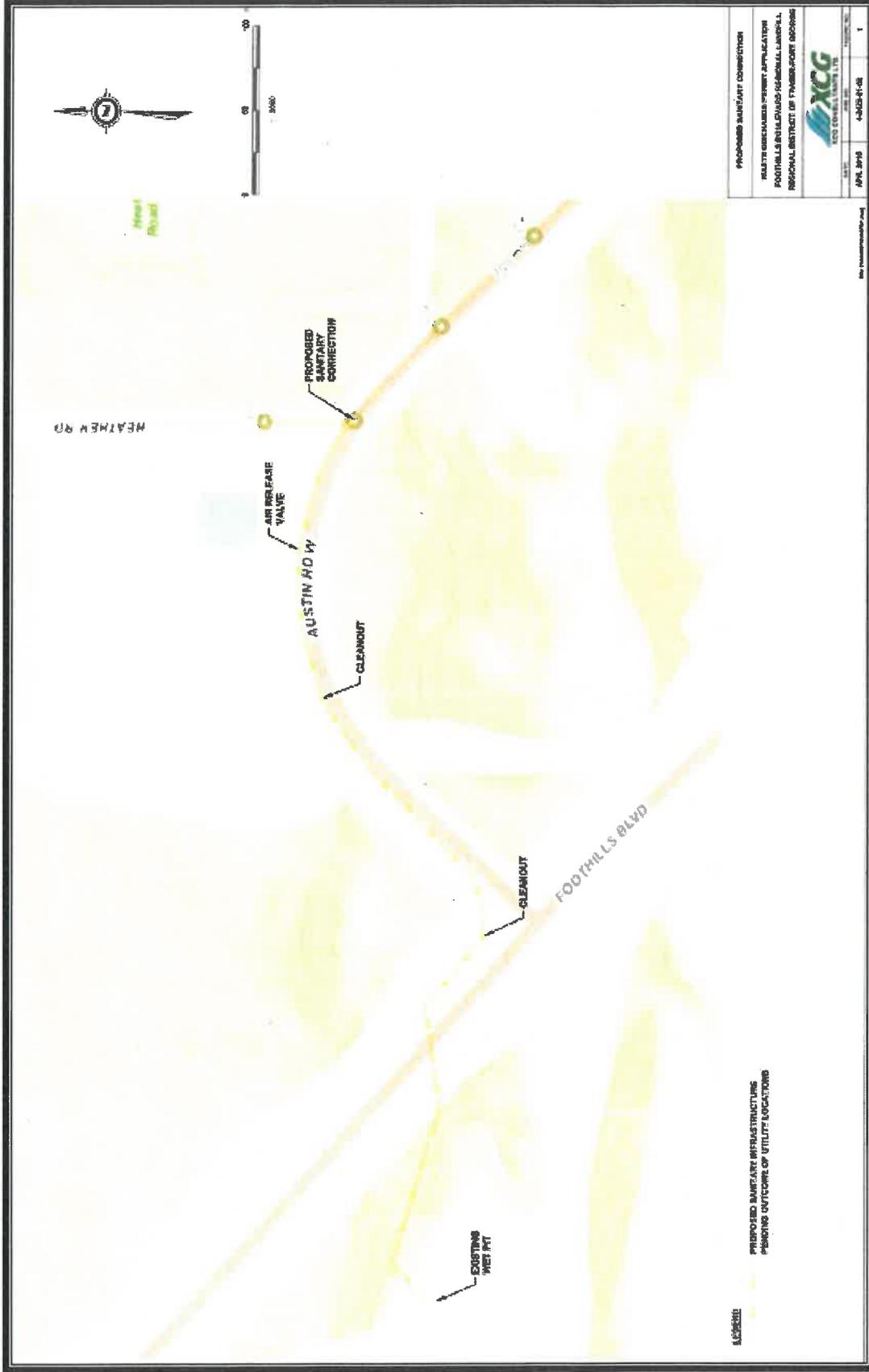


Figure 1: Site Map of Regional District of Fraser-Fort George Foothills Landfill located at 6595 Foothills Boulevard

