



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER ES-24-16

Shelley Closed Landfill Groundwater Monitoring Well Installation

Date Issued:	September 11, 2024
Closing Location:	Regional District Office 3 rd Floor, 155 George Street, Prince George, BC V2L 1P8
Mandatory Site Meeting:	September 19, 2024 at 10:00 a.m.
Closing Time:	October 02, 2024 2:00 p.m. (Pacific Standard Time) No Public Opening
Inquiries:	Email Darwin Paton at dapton@rdffg.bc.ca
Note:	Late submissions will not be considered

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INVITATION TO TENDER
PART A – INTRODUCTION

Regional District of Fraser-Fort George (Regional District) invites public tender submissions from organizations qualified in providing drilling services at the Shelley Closed Landfill.

The work to be performed under this Contract is described as installation and commissioning of three groundwater monitoring wells at the Shelley Closed Landfill.

1. Supply all Materials and Labour to install three Ground Water Monitoring Wells as specified in the Operational Specifications.
2. Supply all Materials and Labour to develop and commission the Ground Water Monitoring Wells as specified in the Operational Specifications.

The Shelley Closed Landfill is located approximately 13 km northeast of Prince George and was closed in 1999. The Regional District of Fraser-Fort George maintains a long-term environmental inspection program at the site consisting of semi-annual site inspections. A Public Waste Disposal Transfer Station is located adjacent to the closed landfill.

Through this tender ground water monitoring wells will be installed and a ground water monitoring program will be established at the Shelley Closed Landfill to evaluate the ground water quality at the site and is a requirement of the Environmental Management Act in the province of British Columbia.

The contract term is November 1, 2024 to June 30, 2025.

TENDER DOCUMENTS

The Invitation to Tender (ITT) documents may be obtained on or after **September 11, 2024:**

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

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 tenderer to ascertain that they have received a full set of Tender Documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of Tender Documents (listed in Part B, Section 2.1).

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

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 lowest of 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.

TENDER SUBMISSION AND CLOSING LOCATION AND TIME:

The Regional District will accept Tenders submitted either by direct delivery (hand delivery, courier or by post/mail) or electronically to the Closing Location and Time as outlined below.

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 October 02, 2024 (the "**Closing Time**") or by email to purchasing@rdffg.bc.ca. There will not be a public opening for this Tender.

Tenders must be in English and must be submitted using the submission methods below.

For Tenders to be submitted by hard copy direct delivery:

The Closing Time for this Tender is **October 02, 2024** at 2:00 p.m.

Two 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
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Invitation to Tender, **ES-24-16**
Shelley Closed Landfill - Groundwater Monitoring Well Installation
3. Responding Tenderer's name and address

Facsimile Tenders will NOT be accepted.

For Tenders to be Submitted Electronically:

The Closing Time and time for this tender is **October 02, 2024** at 2:00 p.m.

"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.

Tenderers must submit all portions of their Tender by email in accordance with the following:

Subject of the file to be: ES-24-16 - Shelley Closed Landfill - Groundwater Monitoring Well Installation – (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 if needed.

Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.

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

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.

PART B – INSTRUCTIONS TO TENDERERS

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

ES-24-16 Shelley Closed Landfill - Groundwater Monitoring Well Installation

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

Deadline for question submissions is 5:00 p.m. (local time) September 25, 2024.

Those questions that are determined to be of a common interest to all potential Tenderer's will be summarized and posted as Addendum(s) on the Regional District's website as well as the BCBid® 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. 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.

SITE MEETING

All prospective Tenderers must attend the site meeting. The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to this ITT. The purpose of the site meeting is for Tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the sites, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their Tender.

Oral questions will be allowed at the Tenderers' meeting. However, questions of a complex nature, or questions where the Tenderer requires anonymity, should be forwarded in writing, prior to the meeting, to the Project Manager.

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

The mandatory site visit will be held at 10:00 am, September 19, 2024 at the Shelley Regional Transfer Station.

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.
- 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 "Project Manager" means the Regional District's representative.
- 1.11 "Subcontractor" means any person, firm or corporation approved by the Regional District having a contract for the execution or a part of parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who merely furnished material not so worked.
- 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 "Must" means a requirement that must be met in order for a Tender to receive consideration.
- 1.17 "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.
- 1.18 "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 – Schedule of Prices – Force Account Work
 - vi. Appendix F – List of Contractor's Personnel
 - vii. Appendix G – List of Subcontractors

- viii. Appendix H – List of Equipment
- ix. Appendix I – Tender's Experience in Similar Work
- x. Appendix J – Conflict of Interest Disclosure Statement
- xi. Appendix K – Goods and Services Tax Information
- xii. Appendix L – Contract Agreement
- xiii. Appendix M – Operational Specifications
- xiv. Appendix N – Drawings

2.2 If there is a conflict between or among the Specifications and 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 K.
- 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 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 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 the Project Manager. Upon receipt of the written request for clarification, The Project Manager may, in the person's 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 5:00 pm on September 25, 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 90 days from the Closing Time 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 G.

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 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 J).
- 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
- 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.
- 12.5 The Contractor will have seven calendar days to provide documentation verifying required Insurance coverage and WorkSafeBC coverage upon receiving notification that the Regional District has accepted its Tender.
- 12.6 Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process. Notwithstanding the results of the evaluation conducted by the committee, the Regional District reserves the right to select the tender that the Regional District considers provides best overall value.

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 Equipment

A complete list of the equipment, which the Tenderer will make available for the completion of the Contract, will be included with each Tender.

15.0 Examination of Contract Documents

- 15.1 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.

- 15.2 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.

16.0 Liability for Errors

- 16.1 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.
- 16.2 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.

17.0 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.

18.0 Ownership of Tenders and Freedom of Information

- 18.1 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.
- 18.2 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.

19.0 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.

PART C – CONTRACT CONDITIONS

1. Form of Contract

A sample contract agreement is included as Appendix L.

2. Start and Duration of Contract

The term of the Contract will begin on November 1, 2024 at 12:01 a.m. and the Contract will remain in force until midnight on June 30, 2025. Construction will commence upon award and signing of the contract as laid out in Part 1 of the Tender.

A construction start date will be mutually agreed upon by the Regional District and the Contractor. Once construction works begin on-site, they will continue without interruption until project completion, on or before June 30, 2025 or later date as agreed upon by the Regional District and the Contractor.

In the event of an unanticipated work stoppage due to delays in material delivery or inclement weather and in the absence of alternative contractual related tasks, no fault should be found with either the Owner or the Contractor and a revised schedule shall be agreed upon.

3. Term and Termination

The term of this Contract shall commence as set out in Section 2. 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 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.

4. 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.

5. 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.

6. 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 the Tender Sum in the Schedule of Prices. Each invoice submitted should include a reference to contract ES-24-16.

The Regional District will, by the thirtieth 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.

7. 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.

8. 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 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 Subcontractors 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.

9. 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 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.

10. 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.

11. 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.

12. 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 22 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 6 of this Agreement, as may be agreed by the Contractor, or as determined under Section 22 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 3 of this Agreement.

13. Ownership and Freedom of Information

13.1 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.

13.2 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.

14. 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.

15. 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.

16. 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.

17. 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 Subcontractor 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.

18. 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.

19. 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.

20. 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 30 days from the specified date of payment and fails to remedy such default within 10 days of the Contractor's written notice to do so.

21. 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 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.

22. 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.

23. 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.

24. Scope of Work

The scope of work includes:

- 1 Supply all Materials and Labour to install three Ground Water Monitoring Wells as specified in the Operational Specifications, Appendix M;
- 2 Supply all Materials and Labour to develop and commission the Ground Water Monitoring Wells as specified in the Operational Specifications, Appendix M;
- 3 Establish monitoring well locations as indicated within these documents and as directed.
- 4 Oversee the drilling program, well installation and provide well log records and well registration documentation as specified in the Operational Specifications, Appendix M;

25. 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.

26. 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.

27. 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 Subcontractor, employees, or agents during the performance of the Contract.

28. 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.

29. Goods and Services Tax (GST)

Federal law states that a 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.

30. 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 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-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.

31. 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 A - ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

Email Address

We presently intend to _____ provide/ _____ not provide a Tender as requested.

Please send any amendments to this Invitation to Tender via: _____ email _____ fax.

Return immediately to:

Darwin Paton
dpaton@rdffg.bc.ca
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8

Phone: 250-960-4400

APPENDIX B – BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- | | | |
|--------------------------|--|-------|
| ☐ | Has the Tender Form been signed and witnessed? | _____ |
| ☐ | Is the Schedule of Prices completed? | _____ |
| ☐ | Are the following pages included? | |
| | • Schedule of Prices – Tendered Price | _____ |
| | • Schedule of Prices – Force Account Work | _____ |
| | • List of Contractor's Personnel | _____ |
| | • List of Subcontractors | _____ |
| | • List of Equipment | _____ |
| | • Tenderer's Experience in Similar Work | _____ |
| | • Goods and Services Tax Information | _____ |
| | • Conflict of Interest Disclosure Statement | _____ |
| | • Addendum(s) | _____ |
| ☐ | Are the documents complete? | _____ |
| ☐ | Are the documents enclosed in a sealed envelope? | _____ |

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-24-16
Shelley Closed Landfill – Groundwater Monitoring Well Installation
- ☐ 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. 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-24-16 - Shelley Closed Landfill – Groundwater Monitoring Well Installation
(Insert Responding Tenderer's Name)

APPENDIX C – TENDER FORM

Date: _____

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

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written 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 90 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 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.

I/We hereby acknowledge receipt and inclusion of the following Addendum(s) 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 D - SCHEDULE OF PRICES – TENDERED PRICE

To Supply all necessary equipment, labour, materials, supervision and all things necessary to provide Groundwater Monitoring Well Installation at the Shelley Closed Landfill in accordance with the attached General Conditions of Contract and Operational Specifications.

Tender Price

<u>DIVISION</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>PRICE (excluding taxes)</u>
Section 01 32 0/1 – Mobilization to Shelley Closed Landfill	L.S.	_____	\$ _____	\$ _____
Section 01 73 03/1 - Demobilization from Shelley Closed Landfill	L.S.	_____	\$ _____	\$ _____
Section 33 21 14/1 – Monitoring Well Installation	Linear Metre	_____	\$ _____	\$ _____
Section 33 21 14/3 – Development and Commissioning	L.S.	_____	\$ _____	\$ _____
Section 01 73 03/3 – Waste Material	L.S.	_____	\$ _____	\$ _____
Section 01 35 43 – Incidental Clearing and Grubbing	L.S.	_____	\$ _____	\$ _____
<u>TENDER PRICE – EXCLUDING GST</u>				\$ _____
GST as applicable				\$ _____
<u>TOTAL TENDER PRICE – INCLUDING GST</u>				\$ _____

APPENDIX E - SCHEDULE OF PRICES – FORCE ACCOUNT WORK

Force Account hourly linear meter rates will be supplied for the specified equipment for work that may be required in addition to the Work specified herein.

The Contractor may supply Force Account hourly rates for equipment that the Contractor may be able to make available for additional work required at the Facility in addition to that specified. List type, make, model, year and serial number and hourly rate of equipment to be utilized and the cost per linear meter.

Type, make, model, year and serial number of equipment	Rate Per Meter (excluding taxes)

APPENDIX F - 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.

Name of Employee	Employee's Experience / Qualifications

Name of Onsite Supervisor	Supervisor's Experience / Qualifications

APPENDIX G - LIST OF SUBCONTRACTORS

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

Name of Subcontractor	Address of Subcontractor	Work to Be Performed by Subcontractor

APPENDIX H - LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of equipment they propose to use to complete the work herein. No changes or additions will be made to this list without the written approval of the Regional District.

State standby equipment to be used in the event of breakdown of above, and where it will be drawn from.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight

APPENDIX I - TENDERER'S EXPERIENCE IN SIMILAR WORK

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

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

APPENDIX J - CONFLICT OF INTEREST STATEMENT

ES-24-16
Shelley Closed Landfill – Groundwater Monitoring Well Installation

Bidder Name: _____

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

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

State reason(s) for Conflict of Interest:

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

Print Name of Person Signing Disclosure

Authorized Representative of

Signature of Person Making Disclosure

Date Signed

APPENDIX K - GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City

Province

Postal Code

Phone Number

Are you a GST Registrant?

Yes _____

No _____

If YES, please indicate your registration number: _____

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

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

☐ Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

APPENDIX L - 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-24-16 - Shelley Closed Landfill – Groundwater Monitoring Well Installation.
 - (b) Commence to actively proceed with the work of the Contract November 01, 2024.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Invitation and Instructions to tenderers, Tender Form, List of Subcontractors, Tender's Experience in Similar Work, Schedule of Prices, all appendices, amendments and Addendum(s), as well as the tenderer's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.

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

The contractor at _____
address

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

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
CONTRACTOR

DO NOT SIGN SAMPLE ONLY

Signature

Date

DO NOT SIGN SAMPLE ONLY

(Name and Title) (Please print)

APPENDIX M – OPERATIONAL SPECIFICATIONS

SECTION 01 11 00 – Summary of Work
SECTION 01 29 00 – Payment Procedures
SECTION 01 32 00 – Administrative Requirements
SECTION 01 35 30 – Health and Safety
SECTION 01 35 43 – Environmental Procedures
SECTION 01 45 00 – Quality Requirements
SECTION 01 61 00 – Common Product Requirements
SECTION 01 73 03 – Execution and Closeout Requirements
SECTION 33 21 14 – Monitoring Wells

SECTION 01 11 00
SUMMARY OF WORK

1.1 SECTION INCLUDES

- A. Description of Project.
- B. Location.
- C. Scope of work.
- D. Contract Times and Milestones.
- E. Drawings.
- F. CONTRACTOR use of Site.
- G. OWNER occupancy.
- H. Measurement and Payment.

1.2 DESCRIPTION OF PROJECT

- A. The scope of work shall be the installation of three groundwater monitoring wells at the Shelley Closed Landfill.

1.3 LOCATION

- A. The Shelley Closed Landfill is located at (NE corner of District Lot 5753, Cariboo Land District. Closed in 1999 the site currently has no ground water monitoring wells on site.

1.4 SCOPE OF WORK

- A. The Works to be performed under the Contract consist of the following elements:
 - 1. Installation of three new groundwater monitoring wells at the Shelley Closed Landfill.

1.5 CONTRACT TIMES AND MILESTONES

A. Perform the Works in accordance with the following Contract Times and Milestones:

1. The Works at the Site shall be commenced within 7 days after the date of the Notice to Proceed.
2. The Works shall be substantially performed on or before March 31, 2025. Substantial Performance shall mean completion of the Works as defined in the Builders Lien Act of the Province of British Columbia.

1.6 DRAWINGS

A. Drawings issued with and forming part of the Contract Documents are listed below:

<i>Drawing</i>	<i>Revision No.</i>	<i>Date of Drawing No. or Latest Revision</i>	<i>Title</i>
D-01	0	October 2021	Proposed Monitoring Well Locations – Shelley Closed Landfill

B. Perform the Works in accordance with the Drawings.

1.7 CONTRACTOR USE OF SITE

- A. Limit use of the Site to allow OWNER and Site Operator's occupancy.
- B. Construction Operations: Limited to areas noted on the Drawings.
- C. The Shelley Closed Landfill is permanently closed. Access will be through the Shelley Regional Transfer Station.
- D. When unfavorable weather, soil, drainage, or other unsuitable construction conditions exist, continue operations which will not be adversely affected by such conditions. Do not construct or cause to be constructed any portion of the Works under conditions which would adversely affect the quality of the Works, or result in slope instability, unless special means or precautions are taken to perform the Works in a proper and satisfactory manner.

1.8 OWNER OCCUPANCY

- A. OWNER and Site Operator will occupy the Site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with OWNER to minimize conflict, and to facilitate OWNER's operations.
- C. Schedule the Works to accommodate this requirement.

1.9 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work under this Section.

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

1.1 SECTION INCLUDES

- A. Project Measurement and Payment.
- B. Contract Modification Procedures.
- C. Measurement and Payment.

1.2 PROJECT MEASUREMENT AND PAYMENT

- A. Payment for the Works will be made based upon unit prices.
- B. Measurement for Unit Price Work: As specified in individual Sections. Quantities indicated in the Schedule of Prices are for bidding and contract purposes only and are approximate. Quantities of material furnished and/or work performed as verified by ENGINEER determine payment.
- C. Payment for Each Item Includes: Full compensation for furnishing labor, supervision, material, tools, equipment, plant, transportation, services, submittals, and incidentals for performance and completion of the Works in complete accordance with the Contract Documents; erection, application, installation, completion, or construction of an item of the Works; overhead and profit; and all other miscellaneous items for which separate payment is not provided under other Items of the Schedule of Prices. All work not specifically set forth as a separate pay Item in the Schedule of Prices shall be considered as a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included in the amounts and prices stipulated in the Schedule of Prices. CONTRACTOR shall properly and fairly distribute indirect costs to each pay Item. Final payment for work governed by unit prices will be made on the basis of the actual measurements and quantities approved by CONTRACTOR and OWNER multiplied by the unit price stipulated in the Schedule of Prices. Final payment for work governed by lump sum prices will be made on the basis of the applicable lump sum prices stipulated in the Schedule of Prices.
- D. Non-payment for Rejected Products: Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Works.
 - 5. Products remaining on hand after completion of the Works.
 - 6. Loading, hauling, and disposing of rejected products.

1.3 CONTRACT MODIFICATION PROCEDURES

- A. Changes in the Works or the requirement for extra work will be made by CONTRACTOR, with the change procedures as specified herein.
- B. Field Order: CONTRACTOR will advise of minor changes in the Works not involving an adjustment to the Contract Price or the Contract Times by issuing supplemental instructions in the form of a Field Order. Promptly execute such minor changes and supplemental instructions.
- C. Proposal Request: OWNER may issue a proposal request, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, and schedule for executing the change in the Works. Prepare and submit a written itemized quotation of changes in the Contract Price or the Contract Times that would result from the proposed change in the Project by the due date stipulated in the proposal request.

1.4 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work under this Section.

END OF SECTION

SECTION 01 32 00

ADMINISTRATIVE REQUIREMENTS

1.1 SECTION INCLUDES

- A. Mobilization.
- B. Measurement and payment.

1.2 MOBILIZATION

- A. CONTRACTOR shall not mobilize to the Site without OWNER's prior written authorization.
- B. Perform planning and scheduling activities as necessary for the performance of the Works.
- C. Purchase materials and mobilize equipment, supplies, and incidentals to the Site.
- D. Site temporary utilities and facilities in areas designated by OWNER. Obtain OWNER's approval prior to changing locations of temporary construction facilities. Do not use other areas without OWNER's prior approval. Provide additional land and access thereto not shown or described that may be required by CONTRACTOR for temporary construction facilities or storage of materials with no liability to OWNER. Relocate construction equipment or other materials or equipment as required for the performance of the Works.

1.3 MEASUREMENT AND PAYMENT

- A. Section 01 29 00 - Payment Procedures: Requirements for measurement and payment.
- B. Mobilization – Shelley Closed Landfill
 - 1. Schedule of Prices Item No. 01 32 00/1.
 - 2. Payment Basis: Lump sum price. Includes furnishing and maintaining insurance required by the Contract Documents; mobilization to Shelley Closed Landfill.

END OF SECTION

SECTION 01 35 30

HEALTH AND SAFETY

1.1 SECTION INCLUDES

- A. General requirements.
- B. Basis of program.
- C. Site characterization.
- D. Air monitoring.
- E. Measurement and payment.

1.2 GENERAL REQUIREMENTS

- A. The health and safety guidelines contained herein are intended to provide for a safe and minimal risk working environment for on-Site personnel and to minimize the impact of activities involving contact with any hazardous materials or hazardous wastes on the general public and the surrounding environment.
- B. Responsibility: Be responsible for the safety of persons and property on the Site and for the protection of persons off the Site and the environment to the extent that they may be affected by the conduct of the Works. Comply with and enforce compliance by CONTRACTOR employees and the employees of CONTRACTOR's Representatives with safety requirements of the Contract Documents, applicable federal, provincial, and local statutes, regulations, and ordinances. CONTRACTOR acknowledges that safety and environment protection obligations are of paramount importance regarding all of the work to be performed under the Contract Documents.
- C. Hazard Communication Requirements: Comply with Occupational Health and Safety Regulation, B.C. Reg. 296, Part 5 - Chemical and Biological Substances, Workplace Hazardous Materials Information System (WHMIS).

Work Stoppage: CONTRACTOR shall give precedence to the safety and health of the public and on-Site personnel and the protection of the environment over cost and schedule considerations for all project work. The Health and Safety Officer shall be responsible for decisions regarding when work will be stopped or started for health or safety considerations and shall have the authority to stop or start the work for health or safety considerations. CONTRACTOR shall assign the responsibility and obligation to the Health and Safety Officer to stop or start the work when, in the Health and Safety Officer's discretion, it is necessary or advisable for reasons of health or safety. The OWNER shall have the right to stop work for health and safety considerations.

1.3 BASIS OF PROGRAM

- A. Workers Compensation Act, Occupational Health and Safety Regulation, B.C. Reg. 296.

1.4 SITE CHARACTERIZATION

- A. Work at the Site may involve contact with solid waste and associated contaminants including but not limited to landfill leachate and landfill gas.
- B. Landfill Gas:
 - 1. Landfill gas may be present in the soil adjacent to the landfill during excavation.
 - 2. Landfill gas results from the decomposition of refuse and is primarily composed of 40 to 60 percent methane, and 30 to 50 percent carbon dioxide, less than 2 percent nitrogen, less than 1 percent oxygen, and trace gases including mercaptans, hydrocarbons, solvents, water vapor, and hydrogen sulfide.
 - 3. Methane is explosive in concentrations between 5 and 15 percent by volume in air. Methane, carbon dioxide, and nitrogen are simple asphyxiants.
 - 4. Trace gases in landfill gas may be toxic and odorous. Odorous gases cause nausea in some persons. Toxic gases may also be present at concentrations above or below the levels deemed safe for human exposure; there is always a potential for levels to be sufficient to cause permanent and irreversible damage and even death.
- C. Leachate: Leachate is wastewater containing organic and inorganic compounds that is produced when water and other liquids seep through the landfilled waste. Leachate characteristics and rate of production vary based on waste type and climate. Leachate may be present in all excavations within, and immediately adjacent to, the landfilled waste. General safety considerations used for handling non-hazardous wastes should be used where there is the potential to come into contact with leachate.
- D. Landfill Stability: Landfill waste must be considered prone to instability that may cause slope or sidewall failure due to the high void ratio, irregularity of material composing the waste, and a typically lesser degree of compaction than soil.

1.5 AIR MONITORING

- A. Air Monitoring Program:
 - 1. Provide the required instruments for air monitoring including, as a minimum, an oxygen level meter, an H₂S meter, and a combustible gas meter (LEL meter). Provide sufficient numbers of each instrument to monitor the active work location(s) and to provide backup equipment in cases of equipment malfunction.
 - 2. Operate, maintain and calibrate air monitoring equipment with personnel trained in the use of the specific equipment provided and under the control of Health and Safety Officer. Monitoring equipment used shall be intrinsically safe.

1.6 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work under this Section.

END OF SECTION

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

1.1 SECTION INCLUDES

- A. Fires.
- B. Disposal of waste.
- C. Site clearing and plant protection.
- D. Work adjacent to waterways.
- E. Pollution control.
- F. Notification.
- G. Measurement and Payment.

1.2 DEFINITIONS

- A. Environmental Pollution and Damage: Presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade environment aesthetically, culturally, or historically.
- B. Environmental Protection: Prevention/control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.3 FIRES

- A. Fires and burning of waste on-Site not permitted.

1.4 DISPOSAL OF WASTE

- A. Do not bury waste on-Site.
- B. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.5 SITE CLEARING AND PLANT PROTECTION

- A. Protect trees and plants on-Site and adjacent properties.

- B. Protect roots of designated trees to dripline during excavation and Site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- C. Minimize stripping of topsoil and vegetation.
- D. Restrict tree removal to areas indicated or designated by OWNER.

1.6 WORK ADJACENT TO WATERWAYS

- A. Do not operate construction equipment in waterways.
- B. Do not use waterway beds for borrow material.
- C. Do not dump excavated fill, waste material or debris in waterways.

1.7 POLLUTION CONTROL

- A. Maintain temporary erosion and pollution control features installed under this Contract.
- B. Control emissions from equipment to local authorities' emission requirements.
- C. Cover or wet down dry material and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.8 NOTIFICATION

- A. OWNER will notify CONTRACTOR in writing of observed non-compliance with Federal, Provincial or Municipal environmental laws or regulations and permits. CONTRACTOR, after receipt of such notice, shall inform OWNER of proposed corrective action and take such action for approval by OWNER.
- B. CONTRACTOR will issue stop order of work until satisfactory corrective action has been taken.
- C. No time extensions granted or equitable adjustments allowed to CONTRACTOR for such suspensions.

1.9 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work under this Section.

END OF SECTION

SECTION 01 45 00

QUALITY REQUIREMENTS

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Measurement and payment.

1.2 QUALITY CONTROL

- A. Monitor quality control over Suppliers, products, services, the Site conditions, and workmanship, to produce Works of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with the Contract Documents, request clarification from OWNER before proceeding.
- D. Comply with specified standards as minimum quality for the Works except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality. Use persons licensed to perform the Works where required by these Specifications or Laws and Regulations.

1.3 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Works.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with the Contract Documents, request clarification from OWNER before proceeding.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable Laws and Regulations.
- B. Conform to reference standard by date of issue current as of bid closing date, except where a specific date is established by Laws or Regulations or by an individual Section.

- C. Specific provisions of Laws or Regulations may be referenced in the Project Specifications to assist CONTRACTOR and identify options selected by OWNER. Such references do not relieve CONTRACTOR from compliance with other applicable provisions of Laws or Regulations not specifically referenced.
- D. No inference or provision of any reference document including but not limited to any standard specification, manual, or code shall be effective to change the relationships, duties, and responsibilities of OWNER, or CONTRACTOR, from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER any duty or authority to supervise or direct the furnishing or performance of the Works or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract.
- E. Publications referred to in these Specifications form part of the Specifications to the extent specified in individual Sections.
- F. In case of conflict or discrepancy between a reference standard and the Project Specifications or with another reference standard, the more stringent requirements shall apply.
- G. Should specified reference standards conflict with the Contract Documents, request clarification from OWNER before proceeding.

1.5 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work under this Section.

END OF SECTION

SECTION 01 61 00

COMMON PRODUCT REQUIREMENTS

1.1 SECTION INCLUDES

- A. Basic product requirements.
- B. Product options.
- C. Product substitutions.
- D. Product delivery and handling requirements.
- E. Product storage and handling requirements.
- F. Measurement and payment.

1.2 BASIC PRODUCT REQUIREMENTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacturer for components being replaced.
- C. Only new materials shall be used.
- D. All applicable manufacturer's standards shall be adhered to.

1.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any approved product meeting those standards or descriptions.
- B. Products Specified by naming one or more manufacturers with a provision not prohibiting substitutions: Products of manufacturers named and meeting specifications; options or substitutions allowed. Submit a request for substitution for any manufacturer not named in accordance with the following Article.
- C. Products Specified by naming one or more manufacturers with a provision prohibiting substitutions: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

1.4 PRODUCT SUBSTITUTIONS

- A. Document each request with complete data substantiating compliance of proposed substitution with the Contract Documents.

- B. A request for substitution constitutes a representation that CONTRACTOR:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Works which may be required for the Works to be complete at CONTRACTOR's expense and at no additional cost to OWNER.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- C. Substitutions will not be considered when they are indicated or implied on Shop Drawings or product data submittals without separate written request.

1.5 PRODUCT DELIVERY AND HANDLING REQUIREMENTS

- A. Make all arrangements for transportation, delivery, and handling of products required for prosecution and completion of the Works.
- B. Shipments of products to CONTRACTOR or Subcontractors shall be delivered to the Site only during regular working hours. Shipments shall be addressed and consigned to the proper party giving name of Project, street number, and city. Do not deliver shipments to OWNER except where otherwise directed in writing.
- C. Provide advance notice of delivery of products to the Site as required in other Sections. Do not deliver products of any kind to the Site until approval in writing has been applied for and obtained by CONTRACTOR from OWNER.
- D. Arrange delivery of products to the Site in accordance with work sequence and in ample time to facilitate inspection prior to installation. Schedule deliveries to limit requirement for storage at the Site to the practical minimum.
- E. Coordinate deliveries to avoid conflict with the Works and conditions at the Site and to accommodate the following:
 - 1. Work of Other Contractors, or OWNER.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. OWNER's use of the Site.
- F. Do not have products delivered to the Site until related Shop Drawings or Samples have been approved by OWNER.

- G. Do not have products delivered to the Site until required storage facilities have been provided.
- H. Transport and handle products in accordance with manufacturers' instructions.
- I. Immediately on delivery, inspect shipments to ensure that products comply with requirements of the Contract Documents and reviewed submittals, quantities are correct, and products are undamaged.
- J. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Limit on-Site storage of products to areas shown on the Drawings or otherwise approved by OWNER.
- B. Make all arrangements and provisions necessary for storage of materials and equipment.
- C. Place all excavated materials, construction equipment, and materials and equipment to be incorporated into the Works so as not to injure any part of the Works or existing facilities and so that free access can be had at all times to all parts of the Works and to all utility service company installations in the vicinity of the Works.
- D. Store and protect products in accordance with manufacturers' recommendations and instructions and requirements of Specifications, with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures. Protect products subject to ultraviolet degradation from direct exposure to sunlight.
- F. For exterior storage of fabricated products, place on sloped supports, above ground.
- G. Provide bonded off-Site storage and protection when the Site does not permit on-Site storage or protection.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Furnish equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit easy access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- L. Store materials and equipment neatly and compactly, and in locations that will cause a minimum of inconvenience to Other Contractors, public travel, adjoining owners, tenants, and occupants.

- M. Protect delivered products from contamination or damage.
- N. Do not use lawns, grass plots, or other private property for storage purposes without written permission of OWNER or other person in possession or control of such premises.
- O. CONTRACTOR shall be fully responsible for loss or damage to stored products, materials, and equipment.

1.7 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work under this Section.

END OF SECTION

SECTION 01 73 03

EXECUTION AND CLOSEOUT REQUIREMENTS

1.1 SECTION INCLUDES

- A. Examination.
- B. Restoration.
- C. Removal and disposal.
- D. Protection of installed work.
- E. Measurement and payment.

1.2 EXAMINATION

- A. Prior to commencement of work at the Site, inspect the Site with CONSULTANT to review and establish the condition of surface features including existing roads, parking areas, buildings, wells, trees and other plants, grassed areas, fencing, service poles, wires, paving, and survey bench marks or monuments on or adjacent to the Site which may be affected by the Works. This inventory shall be mutually agreed between OWNER and CONTRACTOR and shall not thereafter be subject to dispute. Such inventory as may be amended, from time to time, will be used by OWNER to check compliance by CONTRACTOR with the requirements of the Contract Documents.
- B. Provide ongoing review, inspection, and attendance during performance of the Works to properly document conditions. Promptly inform OWNER of any existing condition at the Site affected by the Works which may require restoration, repair, or replacement. Do not cover up any of the Works without prior approval from OWNER.
- C. Maintain and protect existing Site structures and facilities from damage which may be affected by the Works while work is in progress. Repair or replace damage resulting from the Works to OWNER'S approval.
- D. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance by CONTRACTOR of existing conditions.
- E. Verify that existing substrate is capable of structural attachment of new work being applied or attached or that existing or previously constructed surfaces are ready to receive subsequent work.
- F. Examine and verify specific conditions described in individual Sections.
- G. Verify that utility services are available, of the correct characteristics, and in the correct location.
- H. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities.

1.3 RESTORATION

- A. As a minimum, restoration shall mean replacement, repairs, or reconstruction to a condition at least as good as or better than the condition prior to commencement of the Works.
- B. Except where specifically required otherwise by other Sections, restore areas of the Works and areas affected by the performance of the Works to conditions that existed prior to commencement of the Works and to match condition of similar adjacent, undisturbed areas.
- C. Ensure that restored areas match existing grade and surface drainage characteristics, except as otherwise specified, and ensure a smooth transition from restored surfaces to existing surfaces.
- D. Do not alter original conditions without prior written approval from OWNER.
- E. Without limiting the generality of the foregoing or other requirements of the Contract Documents, preserve and protect existing features encountered at the Site during the performance of the Works including, but not limited to wells, structures, curbs and gutters, fences, pavement, manholes and catch basins, utilities, railroad sidings, roads, streets, walks, grassed areas, and other graded or improved areas.
- F. Utilize construction methods and procedures during the performance of the Works which keeps disturbance and damage of whatever nature to existing conditions to the practical minimum.
- G. Ensure that quality, grades, elevations, and extent of bedding, cover, and other backfill materials including subgrades, finish grades, and thickness of pavements for roadways and parking areas are properly documented during their removal to ensure reconstruction to at least their original and functional condition.
- H. Restoration Material: New, except as otherwise specified, not damaged or defective, and of the best quality for the purpose intended. Furnish evidence as to type, source, and quality of materials or products furnished when requested by OWNER or specified in other Sections.
- I. Should any dispute arise as to the quality or fitness of materials, whether obtained on the Site or off the Site, whether previously inspected by OWNER prior to use or not, the decision to use any material or product in the finished Works will rest solely with OWNER.
- J. Remove from the Site clean material not approved for reuse.
- K. Handle and store products and materials in a manner to prevent damage, adulteration, deterioration, and soiling and in accordance with manufacturer's instructions when applicable.

- L. Prior to commencement of restoration work, inform OWNER of proposed material, methods, and procedures to repair, replace, or reconstruct disturbed, damaged, or suspected damage to the Works.
 - M. Except as specified otherwise, dismantle and salvage materials for reuse where practicable. Exercise due care when removing material for salvage. Repair or replace materials damaged through improper handling or through loss after removal.
 - N. Store and protect removed material approved for reuse in approved locations. Beginning of restoration work means acceptance of existing conditions.
- 1.4 REMOVAL AND DISPOSAL
- A. Remove surplus materials and temporary facilities and controls from the Site.
 - B. Do not burn or bury rubbish and waste materials on the Site.
 - C. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - D. Do not discharge wastes into streams or waterways.
- 1.5 PROTECTION OF INSTALLED WORK
- A. Protect installed work and provide special protection where specified in individual Sections.
 - B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
 - C. Prohibit traffic upon landscaped areas.
- 1.6 MEASUREMENT AND PAYMENT
- A. Section 01 29 00 - Payment Procedures: Requirements for measurement and payment.
 - B. Demobilization from Shelley Closed Landfill:
 - 1. Schedule of Prices Item No. 01 73 03/1.
 - 2. Payment Basis: Lump sum price. Includes removal of temporary construction and support facilities provided by CONTRACTOR, and final Site cleanup at the Shelley Closed Landfill.

END OF SECTION

SECTION 33 21 14
MONITORING WELLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Groundwater Monitoring Wells
- B. Payment Procedures

1.2 REFERENCES

- A. Section 01 45 00 – Quality Requirements: Requirements for references.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM C150 – Standard Specification for Portland Cement.
 - 2. ASTM F480 – Standard Specification for Thermoplastic Well Casing Pipe and Couplings Made in Standard Dimension Ratios (SDR), SCH40 and SCH80.
- C. American National Standards Institute (ANSI) and American Water Works Association (AWWA):
 - 1. ANSI/AWWA A100 – Water Wells.

1.3 DEFINITIONS

- A. PVC: Polyvinyl Chloride.

1.4 QUALITY ASSURANCE

- A. Mobilization / demobilization includes transportation of all equipment and materials delivered to the sites and removed from the sites, and site preparation.

PART 2 PRODUCTS

2.1 DRILLING EQUIPMENT

- A. Drilling rig shall be wheeled or track mounted and air rotary.

2.2 BENTONITE/SAND SEALS

- A. Bentonite:
 - 1. Bentonite chips, supplied in sacks, free of impurities.
 - 2. Gradation: 100 percent passing the 10 millimetre sieve and retained on the 6 millimetre sieve.
- B. Filterpack:
 - 1. As approved by CONTRACTOR.

2.3 CASING AND SCREEN

- A. CONTRACTOR will determine final well construction depths after reviewing drill cuttings and geophysical logs.
- B. Solid and screen casing shall comply with ASTM F480. Well casing and screen shall be constructed from Schedule 40 PVC with a nominal diameter of 2 inches. Provide a 0.50 millimetre slot width for the well screen openings, unless determined otherwise by CONTRACTOR. The well casings and screens shall be flush joint threaded. No PVC glue or cleaner shall be applied to the monitoring well casings or screens.

2.4 FILTER PACK MATERIAL

- A. Filter pack material shall consist of water washed, kiln-dried silica sand, or otherwise determined by the CONTRACTOR, free of organic matter, silt, clay or other deleterious materials. The intervals of the filter pack material will be determined by CONTRACTOR following review of drill cuttings geophysical logs.

2.5 BENTONITE

- A. A bentonite seal shall be installed for a minimum of 1 metre above the filter pack material, and for a minimum of 1 metre below ground surface. The remainder of the interval of the solid casing shall be filled with drill cuttings.

2.5 WELL HEAD PROTECTORS

- A. Provide steel protective riser, with a minimum stick up (above ground surface) of 1 metre.
- B. Provide a concrete sealing block around each wellhead and extend the block at least 0.5 metres from the well casing in all directions.

PART 3 EXECUTION

3.1 PREPARATION

- A. All down-hole drilling tools and equipment shall be thoroughly cleaned using a steam cleaner or pressure washer prior to commencement of work.

3.2 DRILLING METHODS

- A. Drilling methods should be consistent with standard practices for construction of environmental monitoring systems.

3.3 WELL DEVELOPMENT

- A. Following construction of the groundwater monitoring wells, perform several phases of well development on each well, including:
 - 1. Initial development to airlift heavy drilling fluids from the well; and
 - 2. Development by repeated episodes of swabbing, airlifting, bailing, or jetting to remove fine sediments from the filter pack and formation, and any residual mud cake from the screen intervals; and
 - 3. Final development of each screen interval by pumping using a submersible pump.
- B. When pumping during final development of the well, measure and record groundwater-level drawdown and the following water quality parameters of the discharge water: temperature, pH, specific conductance, and turbidity.
- C. Development shall continue until there is no circulation of sand or silt in the discharge water, to the extent feasible, and measured water quality parameters stabilize. The CONTRACTOR will inform the OWNER when development is deemed complete.
- D. Water from development shall be discharged to the surrounding environment as directed by OWNER.
- E. CONTRACTOR will submit detailed well log records, development reports and analytical records of all completed works to the OWNER upon completion of the WORKS.

3.4 DEMOBILIZATION AND FINAL CLEAN-UP

- A. Upon completion, promptly remove equipment, temporary facilities, and materials and leave Site in a condition acceptable to OWNER. Repair any damage to the property or facilities used by CONTRACTOR's operation.
- B. Drill cuttings will be left in place at the drilling locations, as directed by OWNER.

PART 4 MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. Section 01 29 00 - Payment Procedures: Requirements for measurement and payment.

4.2 MONITORING WELL MW17-01

- A. Schedule of Prices Item No. 33 21 14/1.
- B. Measurement Basis: By the linear metre.
- C. Payment Basis: Unit price. Supply of casing, screen, riser, bentonite, and filter pack, installation of monitoring well, and development of monitoring well at the Shelley Closed Landfill.

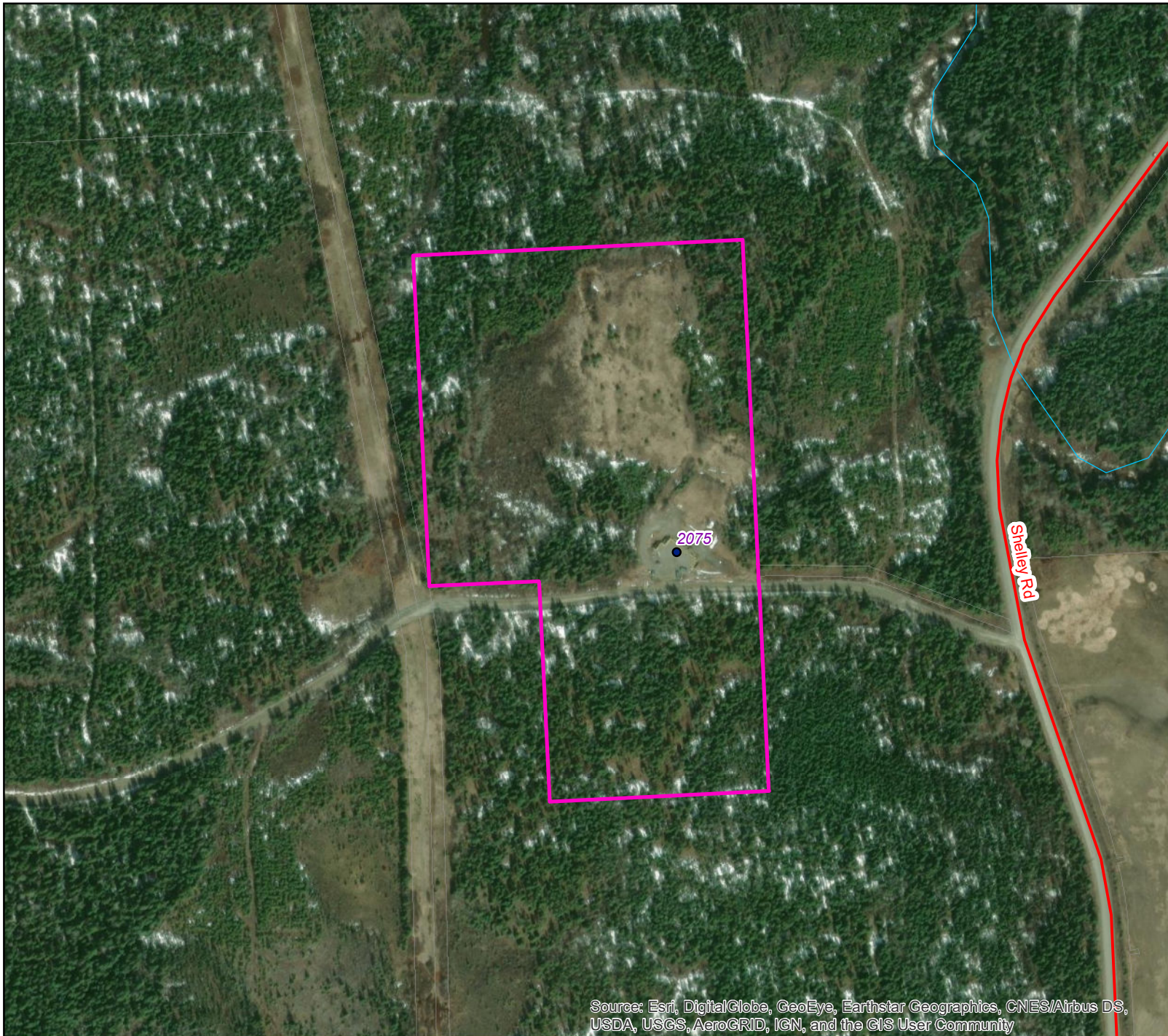
APPENDIX N – DRAWINGS

C-01 –SITE LOCATION SHELLEY CLOSED LANDFILL

C-02 – PROPOSED MONITORING WELL SITE LOCATION PLAN



Shelley Landfill



- Streets
- Railway
- Addresses
- Rivers & Streams
- Closed Landfills
- PMBC Parcel Lines
- Lakes
- Rivers
- Wetlands

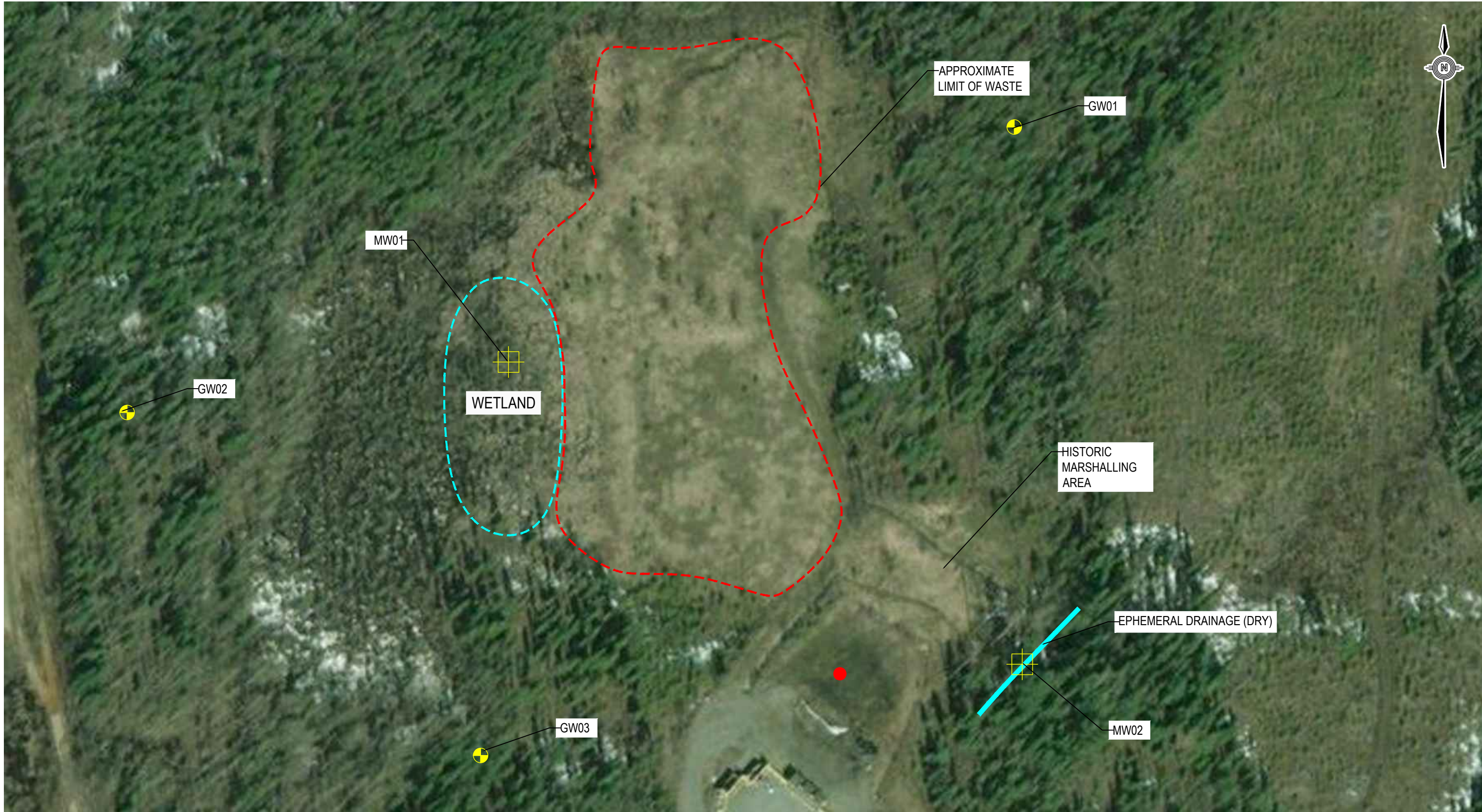


1 cm = 50 meters

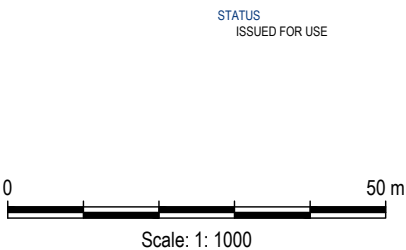
Warning: This map is a composite of data from many sources. While all reasonable efforts are made to ensure the accuracy and currency of this map, the Regional District makes no warranties regarding its suitability for a particular purpose nor for the validity of the base data from which it was compiled. Reliance on this information without verification from original records is done at the user's own risk.

Print Date: 2024-07-04

C:\Users\Bana Mandour\Documents\Projects\RDFF\G Rural Landfill Closure Plan\4 Assessment Report\Figures.dwg [FIGURE 1] October 28, 2021 - 2:06:03 pm (BY: MANDOUR, RANA)



- LEGEND:**
-  - PROPOSED GROUNDWATER MONITORING LOCATION
 -  - PROPOSED SURFACE WATER MONITORING LOCATION



CLIENT



**REGIONAL DISTRICT
of Fraser-Fort George**



GENERIC CLOSURE PLAN FOR RURAL LANDFILLS REGIONAL DISTRICT OF FRASER-FORT GEORGE				
SHELLY LANDFILL PROPOSED GROUNDWATER AND SURFACE WATER MONITORING LOCATIONS				
PROJECT NO. SWM.SWOP04366-01	DWN RM	CKD ML	REV 0	FIGURE 1
OFFICE EDM	DATE October 2021			