



# **REGIONAL DISTRICT of Fraser-Fort George**

## **CARETAKER SERVICES HIXON REGIONAL TRANSFER STATION**

### **CONTRACT ES-09-01**

Prepared by:  
Dana Ferguson, Operations Leader  
Environmental Services



Regional District of Fraser-Fort George  
155 George Street, Prince George BC V2L 1P8  
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676  
<http://www.rdffg.bc.ca>

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## **INVITATION TO TENDER**

The Regional District invites tenders for Caretaker Services for the Hixon Regional Transfer Station.

Scope of Work includes maintaining the transfer station facility in a neat and orderly condition and ensuring that the facility is safe for users, maintaining informational signage and interacting with site users. Transfer Station facility services will be provided throughout the year. The contract term is February 1, 2009 to January 31, 2011.

Sealed Tenders will be received by Diane Hiscock, General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 10:00 a.m., Monday, January 26, 2009. Tenders will be opened in public at 10:15 a.m. on January 26, 2009 at the Regional District offices.

Tender Documents may be obtained:

- A) In a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca) , or
- B) In a hard copy format from the Service Centre at 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday excluding Statutory holidays. The cost for each hard copy tender package is ten dollars (\$10) (GST included) and is non-refundable.

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

For further information on the tender process, or transfer station caretaker services, please contact:

Dana Ferguson  
Operations Leader  
Regional District of Fraser-Fort George  
155 George Street, Prince George, BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959

Fax: 250-562-8676

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

For information concerning other Prince George regional public sector bidding opportunities, please visit our Regional Marketplace web page at <http://www.marketplacenorth.ca>

## **INSTRUCTIONS TO TENDERERS**

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

REGIONAL DISTRICT OF FRASER-FORT GEORGE  
CARETAKER SERVICES –  
HIXON REGIONAL TRANSFER STATION  
CONTRACT ES-09-01

**Tenders not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.**

### Tender Documents

Tender Documents may be obtained:

- A) In a PDF (Public Document Format) file format from the Regional District's website at [www.rdfg.bc.ca](http://www.rdfg.bc.ca), or
- B) In a hard copy format from the Service Centre at 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy tender package is ten dollars (\$10) (GST included) and is non-refundable.

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

Inquiries relating to this Tender must be directed to Dana Ferguson, Operations Leader - Phone 250-960-4470 / Fax: 250-562-8676 / Email: [dferguson@rdfg.bc.ca](mailto:dferguson@rdfg.bc.ca)

### Acknowledgement Letter

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and mail or fax the signed Acknowledgement Letter to the attention of Dana Ferguson, Operations Leader.

A respondent who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

**Any respondent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.**

### Closing Date and Opening of Tenders

Sealed Tenders will be received by Diane Hiscock, General Manager of Financial Services at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, not later than 10:00 a.m. local time on Monday, January 26, 2009 to be opened in public on Monday, January 26, 2009 at 10:15 a.m. in the Regional District Offices at 155 George Street, Prince George, BC.

### Tender Submissions

Tenderers will complete pages 6 through 13 and submit these pages in a **sealed envelope**. **The following information must be written on the outside of the sealed envelope containing the tender submission:**

1. Attention: Diane Hiscock, General Manager of Financial Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8
2. REGIONAL DISTRICT OF FRASER-FORT GEORGE  
CARETAKER SERVICES –  
HIXON REGIONAL TRANSFER STATION  
CONTRACT ES-09-01
3. Responding Organization's name and address.  
Tenders sent by courier should have this information noted on the courier package as well.

Tenders submitted by fax or electronically will not be accepted.

Any Tender received after the closing date and time (January 26, 2009 at 10:00 a.m.) will be considered disqualified and will be returned unopened to the respondent.

### Regional District's Right to Reject Tender

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.

### Proof of Ability

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

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

### Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or any other documents herein or having any doubts on the meaning or intent of any part thereof, should immediately request in written form, either by fax, by Email or by mail, clarification from Dana Ferguson, Operations Leader. Upon receipt of the written request for clarification, Mr. Ferguson will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any Work done after discovery of discrepancies, errors or omissions will be done at the Contractor's risk.

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

#### Examination of Contract Documents and Site

The Contractor will satisfy themselves as to the practicability of executing the Work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.

The Contractor will examine the site and its surroundings and, before submitting their Tender, will satisfy themselves as to the nature of the site, the quantities and nature of the Work and equipment necessary for the completion of the Work, and the means of access to the site, the accommodation they may require, and, in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

The Contractor will be deemed to have satisfied themselves as to the sufficiency of the Tender for the Work and the prices stated in the Schedule of Prices. These prices will cover all of their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the Work, and will include the supply of all labour, equipment, material, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise provided elsewhere in this Contract.

#### Bid Prices

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening (January 26, 2009), unless otherwise stated by the Regional District.

Tenders will be evaluated on the ability of the Tenderer to comply with Contract requirements, the Tendered Price and experience. Where bid prices are the same, the Regional District will consider experience in similar Work beyond the minimum standards established in the Contract.

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

#### Start and Duration of Contract

The duration of the Contract will be from 12:01 a.m., February 1, 2009 to midnight, January 31, 2011. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates to the maximum of two (2) years. The Contract duration will not exceed four (4) years.



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**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

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

Return immediately to:

Dana Ferguson  
Operations Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8  
Fax Number: 250-562-8676

## **TENDER FORM**

Date: \_\_\_\_\_  
(To be completed by Tenderer)

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

ATTENTION: Diane Hiscock, General Manager of Financial Services

Dear Madam:

Having carefully examined the Instructions to Tenderers, Tender Form, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) and attended the mandatory pre-tender site meeting for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the Work, and being satisfied as to the sufficiency of the Tender, the undersigned agrees to furnish all labour, equipment, materials, supervision and services and do all Work necessary for and reasonably incidental to the caretaker services at the Hixon Regional Transfer Station as specified, in accordance with the Contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the prices shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender opening and will not be withdrawn during that period of time.

The Tendered price includes all taxes, duties and all other additional charges on any or all materials, equipment and labour, and it is understood that payment will be made for the completion of all Work specified in the Contract on the basis of the prices Tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the Contractor.

The undersigned agrees that the Sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list without written approval of the Regional District.

If the undersigned is notified in writing of the acceptance of this Tender, they agree that within seven (7) days of the date of the acceptance notice, they 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 Specifications.

It is understood that the successful Tenderer will forfeit all claims for execution of a Contract with the Regional District if the Tenderer fails or refuses to execute a Contract within seven (7) days after notification that they are the successful Tenderer.

The undersigned agrees that the Regional District of Fraser-Fort George reserves the right to reject any and all Tenders.

Signed, Sealed and Delivered by:

\_\_\_\_\_  
Name of Tenderer (Company) and  
Corporate Seal (if available)

In the presence of:

\_\_\_\_\_  
Signature and Seal of Individual Tenderer  
(Seal affixed before Signature)

\_\_\_\_\_  
(Witness to individual Tenderer or authorized  
signing officers of Corporate Tender)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address of Tenderer

**SCHEDULE OF PRICES – TENDERED PRICE**

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

TENDER PRICE

	Tendered price – per month (GST extra) ES-09-01	<b>Price</b>	
		<b>GST</b>	
		<b>Monthly Total</b>	
	Total tendered sum (monthly price x 12)	<b>Price</b>	
		<b>GST</b>	
		<b>TOTAL</b>	

Is GST payable?                       Yes                       No

Goods and Services Tax Registration Number: \_\_\_\_\_

WorkSafeBC Registration Number: \_\_\_\_\_

**LIST OF CONTRACTOR'S PERSONNEL**

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

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

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**LIST OF SUB-CONTRACTORS**

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

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



**LIST OF EQUIPMENT**

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

<b>Primary Equipment</b>	<b>Size</b>	<b>Model</b>	<b>Make</b>	<b>Type of Engine</b>	<b>Year</b>	<b>Weight</b>

<b>Secondary Standby Equipment</b>	<b>Size</b>	<b>Model</b>	<b>Make</b>	<b>Type of Engine</b>	<b>Year</b>	<b>Weight</b>



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**TENDERER'S EXPERIENCE IN SIMILAR WORK**

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

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**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

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## **CONTRACT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2009 by and between the Regional District of Fraser-Fort George, herein after called the "Regional District" and \_\_\_\_\_ herein after called the "Contractor".

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

1. The Contractor will:
  - (a) Provide all necessary materials, labour, supervision and equipment and perform all Work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Caretaker Services – Hixon Regional Transfer Station" Contract ES-09-01 for the term February 1, 2009 to January 31, 2011 and;
  - (b) Commence to actively proceed with the Work of the Contract on February 1, 2009.
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 Instructions to Tenderers, executed Tender Form, Schedule of Prices, List of Contractor's Personnel, List of Sub-contractors, List of Equipment, Tender's Experience in Similar Work, General Conditions of Contract, Contract Agreement and other Securities, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure 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 Section 3, this Agreement will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement 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 Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at \_\_\_\_\_.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Contractor:

\_\_\_\_\_  
(Contractor's Name - *please print*)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title - *please print*)

Authorized Signatory of the  
Regional District of Fraser-Fort George

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title - *please print*)

\_\_\_\_\_  
Authorized Signatory



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## **GENERAL CONDITIONS**

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## 1. DEFINITION OF TERMS

"CONTRACT DOCUMENTS" or "CONTRACT" means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated therein, as listed in the Table of Contents.

"CONTRACTOR" means the successful Tenderer who enters into the Contract Agreement.

"EQUIPMENT" means anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein.

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

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

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

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

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

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

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

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

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

"WORK" or "WORKS" means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

## **2. INTENT OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is that the Contractor will provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution of the Work described in the Tender documents or as directed by the Regional District and all incidental Work to complete the project.

This Agreement is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

## **3. LOCAL CONDITIONS**

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

## **4. GENERAL MANAGER'S STATUS**

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

## **5. REPORTS**

The Contractor will, upon the request of the General Manager, fully inform the General Manager of the Work done and to be done by the Contractor in connection with the provision of the services.

## **6. SUPERVISOR AND LABOUR**

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

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

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

## **7. CHARACTER OF WORKERS**

All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-contractor who, in the opinion of the General Manager:

- (a) does not perform their Work in a competent manner,
- (b) appears to act in a disorderly or intemperate manner,
- (c) appears to be under the influence of drugs or alcohol, or
- (d) is wilfully negligent,

will, at the written request of the General Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the General Manager.

## **8. ASSIGNMENT OF CONTRACT**

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

## **9. 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 or stoppage under Article 4, 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. The General Manager will have the authority and reserves the right to terminate this Contract without notice.

Any salvaging by the Contractor, their workers or Sub-contractors will be considered a breach of Contract and may result in termination of the Contract.

## **10. CONTRACTOR'S TERMINATION OF CONTRACT**

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents, within thirty (30) days from the specified date of payment, and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.

## **11. SUB-CONTRACTS**

The Sub-contractors named in the Tender Form will not be changed nor will additional Sub-contractors be employed except with the written approval of the General Manager. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any

contractual relations between any Sub-contractor and the Regional District. The Contractor will bind every Sub-contractor to the terms of the Contract Documents.

## **12. OWNERSHIP**

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

- (a) be the exclusive property of the Regional District; and
- (b) immediately be delivered by the Contractor to the Regional District giving written notice to the Contractor requesting delivery of the same, or at the end date of this Agreement.

## **13. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES**

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exits, 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.

## **14. INDEMNITY AND RELEASE BY CONTRACTOR**

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of any kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-contractors, agents or workers arising from the entering of the Contract or the carrying out of the Work, whether on the Regional District's lands and whether arising from statutory liability or not.

## **15. PERMIT AND REGULATIONS**

The Contractor will, at their own expense, procure all other permits, certificates and licences 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.

## **16. INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, Sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

## **17. OCCUPATIONAL HEALTH AND SAFETY**

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

## **18. CHANGES IN THE WORK**

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

## **19. PAYMENT**

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

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required, on receipt of an invoice and on advice from the General 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.

## **20. GOODS AND SERVICES TAX (G.S.T.)**

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

## **21. PAYMENT WITHHELD OR DEDUCTED**

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

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

## **22. INSURANCE**

The Contractor will, at their own expense, provide the following insurance:

- 22.1 The Contractor will provide and maintain at their expense, Commercial General Liability Insurance Coverage in a form satisfactory to the Regional District in an amount not less than two million (\$2,000,000) dollars inclusive, per occurrence insuring against bodily injury, personal injury and property damage.
- 22.2 The Contractor will provide and maintain at their expense Automobile Liability Insurance on all vehicles used in the performance of the Work in an amount not less than two million (\$2,000,000) dollars.

In all policies of insurance called for under this Contract (except automobile insurance on vehicles owned by the Contractor), **the Regional District will be included as Additional Insured** and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each named insured.

Each policy will contain a clause stating that:

*"this policy will not be changed or amended in any way, nor cancelled or materially changed without the Insurer giving at least thirty (30) days notice by registered mail to the Regional District."*

The Contractor will provide Certificates of Insurance of these policies with the Regional District prior to commencement of the Work. The Contractor will provide up to date Certificates of Insurance to the Regional District upon renewal of these policies.

## **23. DURATION OF CONTRACT**

The duration of the Contract will be from 12:01 a.m., February 1, 2009 to midnight, January 31, 2011. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates to the maximum of two (2) years. The Contract duration will not exceed four (4) years.

## **24. WORKSAFEBC**

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their WorkSafeBC Number and will keep all assessments required to be paid in relation to the Contract amount. The Contractor will provide a Clearance Letter from WorkSafeBC to the Regional District prior to commencement of Work and every six (6) months thereafter during the term of the Contract.

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

## **25. CONFIDENTIALITY**

The Regional District is a public body subject to the *Freedom of Information and Protection of Privacy Act* (FOI).

**26. RIGHTS OF WAIVER**

A waiver of any breach of or provision of this Agreement 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.

**27. SEVERABILITY**

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.



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**OPERATIONAL SPECIFICATIONS**

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## 1. GENERAL

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

The Facility has bins for receiving residential solid waste and a source-separated waste reduction program which includes a demolition and land-clearing bin, scrap metal recycling, scrap tire recycling and a Swap Shed waste exchange area.

- 1.1 The Contractor will, at their own expense, pay for and supply all equipment, labour and materials to operate the Facility in accordance with the conditions herein.
- 1.2 The Contractor will accept for disposal or recycling all materials as directed by the Regional District.
- 1.3 The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable provincial and federal legislation, criteria and guidelines in operating the Facility.
- 1.4 The Facility will be operated in accordance with permits and operational certificates issued by the Ministry of Environment to the Regional District. The operation will also comply with guidelines outlined in the Regional District of Fraser-Fort George Regional Solid Waste Management Plan, and industry accepted practices.
- 1.5 The Contractor will notify the Regional District when Ozone Depleting Substances (ODS) are dropped on-site. These items will be sorted separately from other metals.
- 1.6 The Contractor will agree to exercise good public relations in exercising their authority under this Contract. The Contractor and their workers and approved Sub-contractors must possess full knowledge of the Facility operating procedures and Facility area and carry out the Work in a timely, neat and orderly manner. The Contractor will advise and direct site users to the proper disposal, marshalling or recycling area within the Facility.
- 1.7 All salvage arrangements, including controlled removal of materials from the site, will be the responsibility of the Regional District. Nothing in the Contract Documents is to be interpreted as giving the Contractor exclusive rights to accept and process recyclable or salvageable materials at the Facility or anywhere else in the region.
- 1.8 Under no circumstances will the Contractor, their workers or their Sub-contractors salvage materials from the Facility. Salvaging by the Contractor, their workers or their Sub-contractors will be considered to be a breach of Contract and may result in the termination of the Contract.
- 1.9 The Facility is located in a wildlife interface area and can attract wildlife. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.
- 1.10 The Contractor will ensure that their workers and Sub-contractors, if applicable, do not smoke anywhere within the Facility.

- 1.11 The Contractor shall not ignite or burn materials without the consent of the Regional District.

## **2. OPERATING HOURS**

The Transfer Station receiving bins will operate from dusk to dawn seven days per week, 365 days per year.

The Marshalling Area operating blocks will be:

Summer – April 1 to October 31

Friday 2:00 p.m. to 7:00 p.m.

Saturday 12:00 (noon) to 5:00 p.m.

Winter – November 1 to March 31

Friday 11:00 a.m. to 4:00 p.m.

Saturday 11:00 a.m. to 4:00 p.m.

The Marshalling Area will be closed on New Year's Day and Christmas Day.

The Regional District retains the right to adjust operating hours and to add additional five (5) hour blocks of Marshalling Area operations. The Regional District will provide two (2) weeks advance written notice to the Contractor of any change in operating hours. The Regional District will provide two (2) weeks advance written notice for the addition or deletion of additional Marshalling Area operating blocks.

The Contractor will have at least one worker in attendance during Marshalling Area operating hours. The Contractor will open and close access gates in accordance with the instructions given by the General Manager or their designate.

## **3. WASTE SCREENING PROGRAM**

The Contractor will assist the public in the safe and proper use of the Facility while on-site. The Contractor will conduct a waste screening program. The program will include a visual inspection of each load to be disposed of in the Marshalling Area. The Contractor will also visually inspect all bins on each visit for Controlled or Prohibited Waste materials. The Contractor will notify the General Manager immediately when the Contractor discovers a Controlled or Prohibited Waste in a bin.

The Contractor will direct large loads or loads of unacceptable materials to other appropriate waste management facilities.

## **4. MATERIALS NOT ACCEPTED**

The Regional District will provide the Contractor with a list of Controlled Waste and Prohibited Waste materials. The Contractor will visually inspect all loads for Controlled Wastes or Prohibited Wastes prior to accepting the loads for disposal. The Contractor will not accept prohibited materials at the Facility.

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

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

When the Contractor identifies a Controlled Waste or Prohibited Waste, they will immediately notify the customer delivering the material and then notify the Regional District. The Contractor will direct loads of Prohibited Materials to the appropriate waste disposal facility or agency.

The Regional District may continue to adjust the number of items banned or restricted from disposal.

## **5. TRANSFER STATION – RECEIVING BINS**

- 5.1 The Contractor will ensure that the exterior of the containers is maintained in a clean and sanitary condition.
- 5.2 During each servicing, the Contractor will clean up accumulations of litter and garbage and ensure that access to the receiving bins remains unobstructed.
- 5.3 During each servicing, the Contractor will rake the landing area, below bins and around bin footings to ensure that the landing area is free of all litter, garbage and deposited materials.
- 5.4 During each servicing, the Contractor will push garbage accumulating inside the mouth of the bins to the back of the bins to create more useable space.
- 5.5 If bins are full or likely to be full prior to the scheduled pick-up day, the Contractor will contact the General Manager immediately so that the Regional District can make suitable arrangements.
- 5.6 During each servicing, the Contractor will inspect the bin structures and bin hydraulic systems and immediately report any damage to the General Manager.
- 5.7 During each servicing, the Contractor will empty the hydraulic fluid catch basins into Regional District supplied containers. The Contractor will advise the Regional District when these containers are full so that the Regional District can collect these containers.
- 5.8 Once per year, the Contractor will, when directed by the Regional District, paint the safety rails and no-posts on the upper landing area. The Regional District will provide the paint colour code. This painting will be done at the Contractor's expense.
- 5.9 On a regular basis, the Contractor will trim weeds and grasses growing around no-posts, rails and receiving bins, gates, structures, signs and outbuildings.

## **6. MARSHALLING AREA**

The Contractor will ensure that all site users are properly informed and guided in the use of the Marshalling Area. The unloading of acceptable materials in the Marshalling Area will be restricted to designated areas or containers. The Contractor will direct each user so that acceptable materials are deposited in a neat and orderly manner and ensure that no contaminants are introduced. A list of acceptable materials for disposal in the Marshalling Area will be provided by the Regional District and amended from time to time.

The following areas are currently established at the site.

### **6.1 SCRAP METAL**

This area is established for the recycling of materials such as non-refrigerant containing appliances and ferrous and non-ferrous scrap metal. The Contractor will maintain the area in a neat and orderly fashion. The Contractor will separate out and dispose of any contaminants. The Regional District will make arrangements for the recycling and removal of the scrap metal.

### **6.2 TIRES**

This area is established for the recycling of Passenger Light Truck (PLT) Tires and Medium Truck (MT) Tires. The Contractor will maintain the area in a neat and orderly fashion and will keep tires piled and stacked neatly. PLT tires will be kept separate from MT tires. The Contractor will separate out and dispose of any contaminants. The Regional District will make arrangements for the recycling and removal of the tires.

### **6.3 DEMOLITION LAND-CLEARING (DLC)**

This bin is established for the wood waste materials to be hauled to the Foothills Boulevard Regional Landfill. The Regional District will make arrangements for the removal and transport of the DLC bin. The Contractor will keep this area accessible and clear in the dumping area of this bin. The Contractor will report the status of the bin to the Regional District. Also, the Contractor will ensure the bin door can be closed when not in use by public or to prepare for transport of bin.

### **6.4 SWAP SHED**

A Swap Shed waste exchange building is provided for the reuse of household type items. The Regional District will provide the Contractor with written instructions on the types of materials that are accepted and restricted at the Swap Shed and the required handling of Swap Shed materials. The Contractor will maintain the area in a neat and orderly fashion and will stack or pile and dispose of the material as directed by the Regional District. The Contractor will separate and dispose of any contaminants.

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

## **7. SNOW REMOVAL AND SANDING**

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

- within a 10-metre radius of the transfer bin doors used by the public;
- within a 3-metre radius of any access point to designated receiving areas within the Marshalling Area;
- within a 3-metre radius of footings located at the base of the bins.

The General Manager must approve in advance the de-icing and traction material product to be used.

The Regional District will maintain all Roads.

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

The Regional District will provide all informational signs, directional devices, barricades and fencing for directing traffic within the Facilities. The Contractor will place, relocate and maintain these devices in accordance with instructions given by the General Manager. This will include ensuring that signs are in good condition, maintained in a firm vertical position, free of dirt, snow and foreign matter and ensuring that curbs, barriers and control devices are properly aligned and in good condition.

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

## **9. LITTER CLEANUP**

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

- 9.1 The Contractor will ensure that all property within a 150-metre radius of the Facility including access roads, ditches and culverts remain clear and free of accumulations of litter or other deposited waste materials.
- 9.2 The Contractor will ensure that ditches, culverts, gates and fences are kept clear of litter.
- 9.3 The Contractor shall ensure all roadways and landings within the Facility are free of any accumulations of nails and glass or any other material that may pose a hazard to site users and their vehicles.
- 9.4 The Contractor shall attempt to place any materials abandoned outside of the receiving bins into the bins. Items that can be easily broken apart should be broken down and deposited into the bins. Items that cannot be broken down or materials that should not be placed in the bins should be moved and organized so as not to obstruct the unloading area.
- 9.5 The Contractor will endeavor to identify any person(s) responsible for unlawful disposal of materials on or near the Facility and provide available evidence concerning identity and/or source to the General Manager.

## **10. CONTRACTOR'S PERSONNEL**

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

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

## **11. CONTRACTOR'S FACILITIES**

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

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

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

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

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

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

## **13. SECURITY**

The Contractor should take all necessary precautions to minimize their exposure to acts of theft and vandalism. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Contractor's facilities and equipment stored at the Facility.

## **14. RECORD KEEPING**

The Contractor must keep the following records and documents. These documents will be made immediately available to the General Manager when requested unless otherwise specified.

- 14.1 The Contractor will keep records of any unauthorized dumping at the Facility. Records will include descriptions of material, any evidence present as to the origin of the material, estimates of volume or weight of material and photographs of the material. These records will be submitted to the General Manager within two business days.



- 14.2 The Contractor will maintain a record of all complaints and concerns they may receive from Facility users on forms provided by the Regional District and submit these forms to the General Manager on a weekly basis. Complaints of a serious nature or any conflict between the Contractor or the Contractor's employees or the Contractor's Sub-contractors and a facility user will be reported to the General Manager immediately.
- 14.3 The Contractor will submit reports concerning their regular inspection and maintenance activities to the General Manager on a monthly basis. The report form will be provided by the Regional District.

## **APPENDIX 'A' - SITE LOCATION**

### **HIXON TRANSFER STATION AND MARSHALLING AREA**

Located approximately 2 km east on Hixon Creek Road. Hixon Creek Rd is located in Hixon just off Highway 97.