



REGIONAL DISTRICT of Fraser-Fort George

ROLL-OFF BIN HAULING SERVICES CUMMINGS ROAD REGIONAL TRANSFER STATION

CONTRACT ES-09-02

Prepared by:
Regional District of Fraser-Fort George
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 tender submissions for roll-off bin hauling services at the Cummings Road Regional Transfer Station.

The Work to be performed under this Contract is described as the supply of four (4) 50 cubic yard roll-off containers for the purpose of solid waste disposal at the Cummings Road Regional Transfer Station and the transport of these containers between the Cummings Road Regional Transfer Station and the Foothills Boulevard Regional Landfill and/or scrap metal recycler.

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 11:00 a.m. on Thursday, February 5, 2009. Tenders will be opened in public at 11:15 a.m. on Thursday, February 5, 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, or
- B) In a hard copy format from the Regional District of Fraser-Fort George, Service Centre, 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 twenty-five dollars (\$25) (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 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

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
ROLL-OFF BIN HAULING SERVICES - CUMMINGS ROAD REGIONAL TRANSFER STATION
Contract ES-09-02
March 1, 2009 to February 29, 2012

Tenders not submitted in strict accordance with these instructions or not complying with the requirements laid down in these 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.rdffg.bc.ca, or
- B) In a hard copy format from the Regional District of Fraser-Fort George, Service Centre, 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 twenty-five dollars (\$25) (GST included) and is non-refundable.

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

Inquiries relating to this Tender may be directed to Dana Ferguson, Operations Leader. Phone 250-960-4400 / Fax: 250-562-8676 / Email: dferguson@rdffg.bc.ca.

Acknowledgement Letter

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and either mail or fax the signed copy 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 the General Manager of Financial Services at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, not later than 11:00 a.m. local time on Thursday, February 5, 2009 to be opened in public at 11:15 a.m. on Thursday, February 5, 2009 in the Regional District office at 155 George Street, Prince George, BC.

Tender Submissions

Tenderers will complete pages 9 through 15 and submit this Document, along with their security deposit, in a sealed envelope. The Tender's name and address must be written on the outside of the envelope. Submissions that contain qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected.

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.

Tenders submitted by fax or electronically will not be accepted.

Any Tender received after the closing date and time (Thursday, February 5, 2009 at 11:00 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

The Tenderers will be competent and capable of performing the work. The Tender 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 Tenderers will make available for the completion of the Contract, will be included with each Tender.

Security Deposit

A certified cheque, bank draft or money order in the amount of Five Thousand Dollars (\$5,000) must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within sixty (60) days of Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the Contract upon award by the Regional Board will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

Irrevocable Commercial Letter of Credit

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) provided in the amount of Ten Thousand Dollars (\$10,000). The ICLC shall be in a form consistent with the ICLC shown on page 16 of these documents. The ICLC will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Five Thousand Dollar (\$5,000) Security Deposit.

Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or other documents, 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 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 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.

Quantities

Any quantities provided or described by the Regional District are approximate only and do not constitute a warranty or guarantee as to the actual quantities. There may be considerable variation in the number of bins requiring dumping from month to month, season to season and year to year.

YEAR

	2007	2008
Bins Hauled		
Refuse/DLC	334	348
Metal	38	39

Bid Prices

Tender prices must remain open for acceptance for a period of sixty (60) days from time of Tender opening, unless otherwise stated by the Regional District of Fraser-Fort George.

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

Location of Site

The Cummings Road Regional Transfer Station is located on Cummings Road approximately 6 kilometres east of the intersection of Old Cariboo Highway and Cummings Road.

Start and Duration of Contract

The Contract will begin on March 1, 2009 at 12:01 a.m. and the Contract will stay in force until midnight February 29, 2012. 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 Five (5) years.

ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

E-Mail

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

BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- Has the Tender Form been signed, sealed and witnessed? _____
- Has the Security Deposit requirement been met? _____
- Is the Schedule of Prices completed? _____
- Are the following pages included:
 - List of Sub-Contractors? _____
 - List of Equipment? _____
 - Tenderer's Experience in Similar Work? _____
- Are the documents complete? _____

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

Ensure that the proposal is returned in the envelope supplied clearly marked on the outside with:

- Attention Diane Hiscock, General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC
V2L 1P8
- REGIONAL DISTRICT OF FRASER-FORT GEORGE
ROLL-OFF BIN HAULING SERVICES:
CUMMINGS ROAD REGIONAL TRANSFER STATION
CONTRACT ES-09-02
- Responding Organization's name and address.

TENDER FORM

Date: _____

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, Form of Tender, Irrevocable Commercial Letter of Credit, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having 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 supply and handling of roll-off bins at the Cummings Road Regional Transfer Station as specified, in accordance with the Contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the unit rate shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender closing 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 price 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 proposal, they agree that within fourteen (14) 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 Tender documents.

Accompanying this Tender please find our security deposit in the amount of Five Thousand Dollars (\$5,000).

It is understood that the security deposit for the successful Tender will become the property of the Regional District as liquidated damages if the Tenderer fails or refuses to execute a Contract and provide the Irrevocable Commercial Letter of Credit within fourteen (14) 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

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

1)	Unit Price		
	A. Unit Price per bin , to transport roll-off bin containers between the Cummings Road Regional Transfer Station and the Foothills Blvd. Regional Landfill including supply and maintenance of containers in accordance with the Contract Specifications.	Price	
		GST	
		TOTAL	
	B. Unit Price per metal recycle bin to be transported between Cummings Road Regional Transfer Station and the metal recycler.	Price	
		GST	
		TOTAL	
	C. Hourly rate for after hours emergency response.	Price	
		GST	
		TOTAL	
2)	Tender Sum for the First Year of Contract		
	Total cost for 400 bin dumps (400 x Unit Price A)	Price	
	Total cost for 40 metal recycle bin dumps (40 x Unit Price B)	Price	
		GST	
		TOTAL	

Note: The quantities listed under tender sums for bin dumps are estimates only for the first year of the contract, and are in no way total guarantees. Their only use is for the purpose of obtaining comparable annual sums.

Workers' Compensation Board Number _____

LIST OF SUB-CONTRACTORS

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

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

LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of equipment they proposes to use on the site. 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 event of breakdown of above, and from where it will be drawn.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight

TENDERER'S EXPERIENCE IN SIMILAR WORK

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

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

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. _____

Amount \$ _____

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

Dear Sir:

Re: Irrevocable Letter of Credit No.

In accordance with the Contract to supply and haul roll-off bins for the Cummings Road Regional Transfer Station, under Contract ES-09-02 Roll-Off Bin Hauling Services – Cummings Road Regional Transfer Station, we hereby authorize you to draw on _____
(name and address of bank) Province of British Columbia, for account of _____
(name of Tender) up to an aggregate amount of \$ 10,000 (ten thousand) available on demand for 100% value.

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

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

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

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

Yours truly,

Manager
(On behalf of Name of Bank)

CONTRACT 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 "Roll-Off Bin Hauling Services – Cummings Road Regional Transfer Station" Contract ES-09-02 from March 1, 2009 to February 29, 2012 and;
 - (b) Commence to actively proceed with the Work of the Contract on March 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 Sub-contractors, General Conditions of Contract, Irrevocable Commercial Letter of Credit, Contract Agreement and other Securities, 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*)

(Signature)

(Name and Title - *please print*)

Authorized Signatory of the
Regional District of Fraser-Fort George

Authorized Signatory

Authorized Signatory

GENERAL CONDITIONS

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1. DEFINITION OF TERMS

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

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

"MANAGER" means the General Manager of Environmental Services of the Regional District of Fraser-Fort George or their authorized representative.

"EQUIPMENT" means anything and everything except persons used by the Contractor in performance of the work.

"FACILITY or FACILITIES" means the Cummings Road Regional Transfer Station.

"HEREIN" and "HEREOF", and similar expressions wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.

"LANDFILL" means the Foothills Boulevard Regional Landfill Solid Waste receiving facility which is used for the deposit of Refuse and additional waste and is used for the temporary storage of source separated residual material.

"REFUSE" means, but is not necessarily limited to, food waste, market waste, combustibles such as paper, wood and leather; non-combustibles such as crockery, glass, dirt, wood ash, street sweepings; bulky waste such as furniture and appliances; construction, demolition and land clearing refuse such as stumps, pipe, concrete, lumber, plastic and wire; all arising from domestic, commercial, institutional or municipal activities.

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

"SOLID WASTE" means Refuse and additional wastes and approved controlled waste suitable for landfilling at the Foothills Boulevard Regional Landfill but excluding Prohibited Waste.

"SUB-CONTRACTOR" 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.

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

"TRANSFER STATION" means a Regional District Solid Waste receiving facility which is used for the temporary storage of Solid Waste and source separated recyclable materials.

"VEHICLE" means a motorized carrier and/or trailer, as defined in the *Motor Vehicle Act* of British Columbia.

"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 Contact.

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all materials, supervision, labour, Equipment and all else necessary for or incidental to the proper execution of the Work described in the specifications and all incidental Work to complete the project.

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

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or test, 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 of obligations herein contained.

4. MANAGER 'S STATUS

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

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

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitles the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

5. SUPERVISION AND LABOUR

The Contractor will identify a person who will act as the supervisor in writing to the Manager. The supervisor will represent the Contractor in their absence and directions given to them will be held to be given to the Contractor.

The Contractor will employ at all times, qualified and experienced operators to carry out the Work. Intoxicated, intemperate, disorderly, incompetent or wilfully negligent employees will, at the written request of the Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the Manager.

The Contractor will comply with the requirements of the *Workers' Compensation Act* of the Province of British Columbia, and all other federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under in relation to the Contract.

6. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign or otherwise dispose of the Contract 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.

7. REGIONAL DISTRICT'S TERMINATION OF THE CONTRACT

In the event of the breach or non-performance of any of the covenant, conditions and agreements contained in this Contract to be performed by the Contractor, the Regional District reserves the right to terminate this Contract without notice and to 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.

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

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

8. CONTRACTOR'S TERMINATION OF THE CONTRACT

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

9. PROVISIONS FOR CONTRACT TERMINATION OR SUSPENSION BY THE REGIONAL DISTRICT

In the event of the breach or non-performance of any of the covenants, conditions and agreements contained in this Contract to be performed by the Contractor, the Regional District 's delegate, the Manager, reserves the right to suspend this Contract without notice and recover funds, as per Article 22, Monies Due To The Regional District for any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

10. 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 Regional District. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-contractors and of their employees, to the same extent that they are responsible for the acts

or omissions of persons employed by them. Nothing in the Contract Documents will create any contractual relation between any Sub-contractor and the Regional District. The Contractor will bind every Sub-contractor to the terms of the Contract Documents.

11. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after twenty-four (24) hours verbal notice to the Contractor, or without notice if any emergency of danger to the work or public exists, the Regional District may, without prejudice to any other remedy, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies will be paid by the Contractor to the Regional District as per Article 22, Monies Due To The Regional District.

12. REGIONAL DISTRICT'S RIGHT TO EXPAND OR LET ADDITIONAL CONTRACTS

The Regional District reserves the right to expand the scope of this Contract, undertake or let additional contracts in connection with the Work in this Contract. If required, the Contractor shall properly coordinate the Contractor's Work with that of other contractors or that performed by the Regional District. If any part of the Contractor's Work depends, for its proper execution or result, upon the work of another contractor of the Regional District, the Contractor shall in writing, report promptly to the Manager any defects in the work of such other contractor of the Regional District as may interfere with the proper execution of the Contractor's Work. Should the Contractor fail so to report, the Contractor shall have no claim against the Regional District by reason of the defective or unfinished work of any other contractor.

Where the work of another contractor to the Regional District, acting reasonably, may affect the execution of the Work, under this Contract, the Contractor shall have no claim against the Regional District for any additional expense incurred in the execution of the Contractor's work by reason of the Regional District's decision in this regard.

13. 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 every kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-contractors, agents or employees arising out of the entering of the Contract or the carrying out of the Work, whether on lands owned by the Regional District and whether arising from statutory liability or not.

14. IRREVOCABLE COMMERCIAL LETTER OF CREDIT

To ensure the faithful execution and proper fulfilment of this Contract, the Irrevocable Commercial Letter of Credit provided to the Regional District by the Contractor, as specified in the Instruction to Tenders, will be held by the Regional District and may be drawn upon at any time up to sixty (60) days following completion of the Contract.

15. PERMIT AND REGULATIONS

The Contractor will, at their own expense, procure all permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws,

regulations and ordinances affecting the execution for the Work, save in so far as the Contract Documents specifically provide otherwise.

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 provisions of the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their employees, Sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

17. 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, it's Sub-Contractor, employees, or agents during the performance of the Contract.

18. OCCUPATIONAL HEALTH AND SAFETY

The Foothills Boulevard Regional Landfill is a multi-employer Work site as defined in the provincial *Workers' Compensation Act*. The Regional District of Fraser-Fort George is recognized as the prime contractor and is responsible for coordinating the occupational health and safety programs of all employees working at the Landfill. The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees or agents not complying with the Regional District's health and safety expectations will be required to stop Work and will not be allowed to resume Work until the safety requirements are met.

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

19. 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 in writing was so ordered.

The value of the addition or deduction from the Contract amount, and the method of determining such value, will be by unit prices or combinations of unit prices in the Contract Tender Form.

20. PAYMENT

The Regional District will, by the 30th 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.

21. GOODS AND SERVICES TAX (G.S.T.)

The Contractor will identify the Goods and Services Tax on all invoices.

22. PAYMENT WITHHELD OR DEDUCTED

The Regional District may withhold, suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect themselves from loss on account of one (1) or more of the following:

- a) That the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work or damage to the Regional District's facilities and equipment has not been remedied.
- c) Where there are affidavits (or an affidavit) of claim of lien, of liens (or a lien) filed, against the site and premises of which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien).
- d) The Regional District has corrected under Item 10.
- e) In the event that the Contractor fails to haul bin(s) within twenty-four (24) hours notice from the Regional District, the Regional District will deduct the bin haul fee from the monthly invoice for each occurrence.

23. MONIES DUE TO THE REGIONAL DISTRICT

All monies payable to the Regional District by the Contractor under any stipulation herein or as provided in Article 11, Regional District's Right To Correct Deficiencies or Article 23, Liquidated Damages may be retained by the Manager out of any monies due, or which may become due, from the Regional District to the Contractor under this or any other contract with the Regional District, or the Manager may demand payment to the Regional District by the Contractor, or the Manager may deduct monies from the Irrevocable Letter of Credit. The Manager shall have full authority to withhold any estimate, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

The Manager may also, at their discretion, calculate into the monies due to the Regional District the Manager's time, other Regional District staff time, plus a 10% overhead in any event where the Regional District has had to correct deficiencies as per Article 11, Regional District's Right To Correct Deficiencies.

24. LIQUIDATED DAMAGES

In case the Contractor fails to commence or complete the Work in accordance with the Contract, and to the satisfaction of the Manager within the time or times specified, the Contractor shall pay to the Regional District the tendered unit price for each and every day that the Work has not

commenced after the times specified, which sum or sums, in view of the difficulty of ascertaining the losses which the Regional District will suffer by reason of delay in the performance of the said work, is hereby agreed upon and fixed as a reasonable measure of the Regional District's costs and determined by the parties hereto as the liquidated damages that the Regional District will suffer by reason of said delay and default, and not as a penalty. The Regional District may deduct and retain the amounts of such liquidated damages as per Article 22, Monies Due To The Regional District.

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

25. REMOVAL OF LIENS

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

26. RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT

The Irrevocable Commercial Letter of Credit will be returned to the Contractor within ninety (90) days following completion of the Contract.

27. INSURANCE

The Contractor will, at their own expense, provide the following insurance. 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 file certified copies of these policies with the Regional District prior to commencement of the Work. In all policies of insurance called for under this Contract (except automobile insurance on Vehicles owned by the Contractor), the Regional District will be an 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.

27.1 LIABILITY INSURANCE

The Contractor will buy and keep in force at their expense until completion of the Contract Personal Injury and Property Damage Liability Insurance. Such Insurance will be in a form and with an Insurer acceptable to the Regional District. Both Personal Injury and Property Damage sections are to provide coverage on an "Occurrence Basis".

General Conditions

The term Personal Injury will include:

- (a) Bodily injury, sickness, disease or death resulting therefrom.
- (b) Libel, slander or defamation of character.
- (c) False arrest, detention or imprisonment, or malicious prosecution.
- (d) Invasion of privacy, wrongful eviction or wrongful entry.

Such insurance will include by endorsement contingent employer's liability insurance in the name of the Contractor for the limits specified in this section.

Such insurance will indemnify the Contractor for claims arising out of all premises, operations, products and for all liability for personal injury or property damage assumed by the Contractor under any contract or agreement (including this Contract).

Such insurance will be for the following minimum limits:
Personal Injury and Property Damage - \$5,000,000 inclusive.

27.2 AUTOMOBILE INSURANCE

The Contractor will buy and keep in force at their expense until all conditions of the Contract have been fully complied with, a Standard Automobile Policy covering all licensed Vehicles owned by them, registered in their name, or leased to them, such insurance will include Liability Insurance for the following minimum limits:

Bodily Injury and Property Damage - \$5,000,000 inclusive.

27.3 CONTRACTOR'S EQUIPMENT INSURANCE

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Regional District will not be liable for any loss or damage to the Contractor's Equipment including loss of use.

28. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., March 1, 2009 to midnight, February 29, 2012. 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 five (5) years.

29. WORKSAFEBBC

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

30. 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.

31. 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, the validity of the remaining paragraphs hereof will not be affected.

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1. GENERAL

These specifications describe the operation of the Cummings Road Regional Transfer Station Solid Waste receiving and transport system.

- 1.1 The Contractor will Supply and maintain all Equipment and provide labour as necessary to provide receiving and transport roll-off bin containers and to haul Solid Waste to the Foothills Boulevard Regional Landfill or metal recycler on a schedule to be provided by the Regional District.
- 1.2 The Contractor will Supply and maintain four (4) 50 (fifty)-yd³ roll-off bin containers designed to contain and transport Solid Waste and/or scrap metal.
- 1.3 The Contractor will accept and transport to the Foothills Boulevard Regional Landfill or metal recycler, all Solid Waste materials that are accepted by the Regional District at the Facility.
- 1.4 The Contractor will carry out instructions given by the Regional District pursuant to this Contract and follow all site regulations and procedures established by the Regional District.
- 1.5 The Contractor will agree to exercise good public relations in exercising their duties under this Contract.
- 1.6 Under no circumstances will the Contractor, their employees or their Sub-contractors salvage materials deposited at the Facility. Salvaging by the Contractor, their employees or Sub-contractors will be considered a breach of Contract and may result in termination of this Contract.

2. OPERATING HOURS

Facility and Landfill hours of operation will be set and adjusted by the Regional District from time to time.

3. TRANSFER STATION OPERATIONS

- 3.1 The Regional District will provide and maintain a Transfer Station facility complete with a fenced compound for the roll-off bin containers.
- 3.2 The cost to repair damage to the Regional District's facilities caused by the Contractor will be at the Contractor's expense.
- 3.3 All roll-off bin containers are to be transported and emptied of their contents at the discretion of the Regional District.
- 3.4 The Contractor will conduct a thorough, complete and immediate cleanup of any materials that may spill from the roll-off bin containers while within the fenced compound or while removing the containers from the fenced compound.
- 3.5 All loads will be levelled and covered, prior to transport, in such a manner so that no Solid Waste will blow from or fall out of the roll-off bin containers while in transit.

- 3.6 The Contractor may, with written authorization from the Manager, store Equipment in designated areas of the Facility; however, the Regional District will not accept responsibility for damage, vandalism or theft and reserves the right to cancel the approval without notice.

4. ROLL-OFF BINS

- 4.1 The Contractor will provide four (4) roll-off bin containers for use by the public at the Facility. Two bins will be used to collect municipal solid waste and the remaining two will be used to collect scrap metal and Demolition Land Clearing (DLC) material, respectively. Each roll-off bin container will be compatible with the Facility and will be designed and capable of receiving 50 yd³ of Solid Waste.
- 4.2 The Contractor will ensure that the Facility has at least one roll-off bin container available for public use while a roll-off bin container is in transit between the Facility and the Landfill. At no time will the Facility be left without a useable 50 yd³ roll-off bin container.
- 4.3 The Contractor will, at their expense, level loads, cover loads and will promptly clean up any spillage of Solid Waste from the roll-off bin containers that are in transit.
- 4.4 The Contractor is solely responsible for any and all costs associated with maintaining and repairing the 50 yd³ roll-off bin containers provided by the Contractor.
- 4.5 The metal recycle bin is to be hauled to a metal recycler at the Regional District's direction. During the duration of this Contract, the metal recycler disposal drop off site may change or may be diverted to the Foothills Boulevard Regional Landfill. This change will not affect the metal bin dump rate and will be at the Contractor's expense.

5. TRUCKS

- 5.1 Trucks supplied by the Contractor must be of suitable size and carrying capacity to load, transport and discharge Solid Waste from the Cummings Road Regional Transfer Station at the Foothills Blvd. Regional Landfill, in all types of weather and road conditions. Trucks must be compatible with the roll-off bin containers to be provided by the Contractor.
- 5.2 The Contractor will maintain their trucks and other related transport Equipment in good repair and will provide suitable replacement Equipment within twenty-four (24) hours in the event of a breakdown.
- 5.3 Trucks must be road licensed and regularly inspected in accordance with Provincial regulations and the Contractor will provide to the Regional District certificates of such license and inspection upon demand.
- 5.4 The Contractor will not permit hydraulic fluid, transmission fluid, fuel or oil from their Equipment to discharge to the ground at the Regional District's facilities.

6. FUEL SURCHARGE

A Fuel Surcharge Rate Adjustment Scale will be implemented. The following table demonstrates the applicable fuel surcharge rate that can be applied to the tendered unit price each month. The reference index will be Natural Resources Canada's Petroleum

Product Prices publication for diesel prices in Prince George which can be viewed at <http://nrcan.gc.ca/eneene/sources/petpet/reprap/2008-11/pripri-eng.php> . The applicable fuel surcharge will be determined monthly and the month's applicable fuel surcharge rate will be based on the fuel index price for the first day of the month for Prince George. **The price of \$0.952 for diesel (as of September 26, 2006) will be used as a starting point for Contract ES-09-02.** As an example, if the index reports a price of \$1.153 on March 1, the fuel surcharge payable for the tendered unit price for the month of March will be increased by 1.50%. If on August 1, the price is reported at \$0.752, then the Fuel Surcharge for the tendered unit price in December will be decreased by 1.50%.

Fuel Surcharge Rate Adjustment Scale Table

Fuel Price is at Least	But Less Than	Fuel Surcharge
\$.700	\$.750	-2.00%
\$.750	\$.800	-1.50%
\$.800	\$.850	-1.00%
\$.850	\$.900	-0.50%
\$.900	\$.950	0.00%
\$.950	\$ 1.000	0.00%
\$ 1.000	\$ 1.050	0.00%
\$ 1.050	\$ 1.100	0.50%
\$ 1.100	\$ 1.150	1.00%
\$ 1.150	\$ 1.200	1.50%
\$ 1.200	\$ 1.250	2.00%
\$ 1.250	\$ 1.300	2.50%
\$ 1.300	\$ 1.350	3.00%
\$ 1.350	\$ 1.400	3.50%
\$ 1.400	\$ 1.450	4.00%
\$ 1.450	\$ 1.500	4.50%
\$ 1.500	\$ 1.550	5.00%
\$ 1.550	\$ 1.600	5.50%
\$ 1.600	\$ 1.650	6.00%
\$ 1.650	\$ 1.700	6.50%
\$ 1.700	\$ 1.750	7.00%
\$ 1.750	\$ 1.800	7.50%
\$ 1.800	\$ 1.850	8.00%
\$ 1.850	\$ 1.900	8.50%
\$ 1.900	\$ 1.950	9.00%
\$ 1.950	\$ 2.000	9.50%
\$ 2.000	\$ 2.050	10.00%

7. OPERATORS

7.1 The Contractor's truck operators must be experienced and familiar with the procedures and operations involved with loading, transporting and placement of roll-off bin containers. Operators must be properly trained and certified and licensed for the equipment they are operating.

7.2 The Contractor must equip and train their operators in the proper use of personal protective clothing and equipment as required by the provincial *Workers' Compensation Act*. Such protective clothing and equipment includes, but is not limited to, safety footwear, high visibility apparel, safety headwear and safety eyewear.

7.3 Operators will follow all directions given by the Regional District's staff and obey all Facility and Landfill regulations and procedures.

7.4 When at the unloading Pad at the Landfill, operators will ensure that working heavy equipment has retreated at least 10 metres from the unloading area before backing into the unloading area. Operators will ensure that there is a distance of at least six (6) metres between their truck and other Vehicles unloading before moving into an unloading Pad area and before dumping the load.

8. 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, 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 wilfully negligent will, at the written request of the General Manager, will 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.

9. EMERGENCY RESPONSE

The Contractor will Supply a twenty-four (24) hour contact phone number for the purpose of fire emergency response. This number will be made available to the Regional District and to the Pineview Volunteer Fire Department for the purpose of emergency response in the event of fire at the Facility.

In the event of a fire at the Facility, the Contractor will immediately respond to the aid of the local Volunteer Fire Department when requested. The Contractor will be required to empty the contents of the bin on the ground at the direction of the fire department personnel so that the fire department can extinguish the fire.

The Regional District will be responsible for the clean-up arrangements.

10. RECORD KEEPING

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

10.1 Health and Safety Plan

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

procedures and training records for each employee will be kept on file at the Contractor's Prince George facility/office.

10.2 Safety Meeting Records

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

10.3 Accidents

In the event of an accident, the Contractor will completely and accurately fill out an Accident Report Form and Accident Investigation Form supplied by the Regional District. These forms will be submitted immediately to the Manager.

10.4 Equipment Maintenance Logs

The Contractor will maintain equipment maintenance records for each Vehicle operating at the facility. The records will detail regular maintenance, repair Work and equipment inspections. These logs will be kept on file at the Contractor's Prince George facility/office.