



REGIONAL DISTRICT of Fraser-Fort George

CARETAKER SERVICES BUCKHORN REGIONAL TRANSFER STATION

INVITATION TO TENDER ES-11-10

**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 tenders for Caretaker Services for the Buckhorn Regional Transfer Station.

Scope of work includes opening and closing the facility in accordance with the hours of operation, remaining onsite during hours of operation, maintaining the transfer station facility in a neat and orderly condition and ensuring that the facilities are safe for users, maintaining informational signage, monitoring refuse loads and providing recycling and disposal advice to site users. Transfer Station facility services will be provided throughout the year. The contract term is October 1, 2011 to September 31, 2013.

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 2:00 p.m. on Thursday, September 1, 2011. Tenders will be opened in public at 2:15 p.m. on Thursday, September 1, 2011 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.
- 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 five dollars (\$5) (HST included) and is non-refundable.
- C) On the *BC Bid*[®] website www.bcbid.gov.bc.ca.

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

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 250-960-4466
<http://www.rdffg.bc.ca>
www.bcbid.gov.bc.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 – BUCKHORN REGIONAL TRANSFER STATION
Contract ES-11-10

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.rdffg.bc.ca.
- 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 five dollars (\$5) (HST included) and is non-refundable.
- C) On the *BC Bid*[®] website www.bcbid.gov.bc.ca.

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: 250-960-4400 / 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 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 the General Manager of Financial Services at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Thursday, September 1, 2011 to be opened in public on Thursday, September 1, 2011 at 2:15 p.m. in the Regional District Offices at 155 George Street, Prince George, BC.

Tender Submissions

Tenderers will complete pages 7 through 14 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 –
BUCKHORN REGIONAL TRANSFER STATION
Contract ES-11-10
3. Responding Organization's name and address.

Tenders submitted by fax or electronically will not be accepted.

Any Tender received after the closing date and time (Thursday, September 1, 2011 at 2:00 p.m.) will be considered disqualified and will be returned unopened to the respondent.

Regional District's Right to Reject Tender

The lowest or any Tender will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Tenders.

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.

Security Deposit

A certified cheque, bank draft or money order in the amount of Three Hundred Dollars (\$300) must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within sixty (60) days of the Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the contract upon award by the Regional Board will result in forfeiture of the Three Hundred Dollars (\$300) Security Deposit.

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 himself as to the practicability of executing the work in accordance with the Contract, and he will be held to have satisfied himself in every particular before making up his Tender by inquiry, measurement, calculation and inspection of the site.

The Contractor will examine the site and its surroundings and, before submitting his Tender will satisfy himself 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 he may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence his Tender.

The Contractor will be deemed to have satisfied himself as to the sufficiency of the Tender for the work and the prices stated in the Schedule of Prices. These prices will cover all his 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 (September 1, 2011) 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 Contract will begin on October 1, 2011 at 12:01 a.m. and the Contract will remain in force until midnight September 31, 2013.

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

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? _____
 - › Any Addendums that were issued? _____
- Are the documents complete? _____
- Are the documents enclosed in a sealed envelope? _____

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 a sealed envelope 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
Caretaker Services - Buckhorn Regional Transfer Station
CONTRACT ES-11-10
- Responding Organization's name and address.

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) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and having satisfied himself 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 Buckhorn 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 prices 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 be notified in writing of the acceptance of this proposal, he agrees that within fourteen (14) days of the date of the acceptance notice he 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 Three Hundred Dollars (\$300).

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 he is the successful Tenderer.

The undersigned agrees that the Regional District of Fraser-Fort George 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.

The tenderer hereby acknowledges receipt and inclusion of the following addenda to the Tender Documents:

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Signed, Sealed and Delivered by:

Name of Tenderer (Company) and
Corporate Seal

In the presence of:

Signature of Individual Tenderer

(Witness to individual Tenderer or authorized
signing officer 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.

1) TENDER SUM:

A.	Lump sum (HST extra) tendered price per month: Transfer Station Services	\$	
	Harmonized Sales Tax	\$	
	Total Tender Sum (per month)	\$	

Is HST payable? Yes No

Harmonized Sales Tax Registration Number: _____

Workers' Compensation Board Registration Number: _____

LIST OF CONTRACTOR'S PERSONNEL

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

Name of Employee	Employee's Experience / Qualifications

LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-contractors employed by him will be as listed below and further agrees that no changes or additions will be made to his 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 he proposes 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.

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

HARMONIZED SALES TAX INFORMATION

Supplier: _____
Name _____
Address _____
City _____ Province _____
Postal Code _____ Phone Number _____

Are you an HST 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

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year of 2011 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 – Buckhorn Regional Transfer Station" Contract ES-11-10 for the term October 1, 2011 to September 31, 2013 and;
 - (b) Commence to actively proceed with the Work of the Contract on October 1, 2011.
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 _____
(Address)

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 _____, 2011.

Contractor:

(Contractor's Name - *please print*)

(Signature)

(Name and Title - *please print*)

(Signature)

(Name and Title - *please print*)

Signed on behalf of
Regional District of Fraser-Fort George:

Corporate Officer

Chair

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.

"MANAGER" means the General Manager of Environmental Services of the Regional District of Fraser-Fort George or his 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 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 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 himself with respect to the local conditions to be encountered and the quantities, quality and practicability of the work and of his methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

4. MANAGER'S STATUS

The Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Facility in a satisfactory condition, and for 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 his 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 Manager fully inform the 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 his absence and directions given to him will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor

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

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

7. CHARACTER OF WORKERS

All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or sub-contractor who, in the opinion of the Manager: does not perform his work in a competent manner; appears to act in a disorderly or intemperate manner; appears to be under the influence of drugs or alcohol or is wilfully negligent will, at the written request of the Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the Manager

8. ASSIGNMENT OF CONTRACT

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

9. CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Contractor will treat as confidential and will not, without the prior written consent of the Manager, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfil his obligation under this Contract, or by the laws of British Columbia.

10. REGIONAL DISTRICT'S TERMINATION OF 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.

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

11. CONTRACTOR'S TERMINATION OF 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.

12. 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 Manager. The Contractor is responsible to the Regional District for the acts and omissions of his sub-contractors and of their workers to the same extent that he is responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any

sub-contractor and the Regional District. The Contractor will bind every sub-contractor to the terms of the Contract Documents.

13. OWNERSHIP

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

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

14. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after 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 he 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.

15. 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.

16. PERMIT AND REGULATIONS

The Contractor will, at his 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.

17. 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 his 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.

18. 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.

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 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.

20. PAYMENT

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

The Regional District will by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice and on advice from the Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.

21. HARMONIZED SALES TAX (H.S.T.)

Federal law states that twelve percent (12%) 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 H.S.T. tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

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 himself from loss on account of one or more of the following:

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

23. INSURANCE

The Contractor will, at their own expense, provide and maintain the following insurance. Proof that the following insurance is in full force and effect must be supplied to the Regional District in the form of a copy of the Insurance Certificate of the policy prior to commencement of the Work. Each Insurance Certificate of the policy must contain wording to the Regional District's satisfaction that 30 days notice of cancellation or material change in the terms of the policy shall be given to each insured.

In all policies of insurance called for under this Contract (except automobile insurance on vehicles owned by the Contractor), the Regional District will be named 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 insured party. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

23.1 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 the name of the Contractor and the Owner, and will include a Cross Liability or Severability of Interest clause. Such insurance will be in a form, and with an insurer, acceptable to the Owner. Both Personal Injury and Property Damage sections are to provide coverage on an "Occurrence Basis."

The term "Personal Injury" will include:

- (a) Bodily injury, sickness or death resulting therefrom.
- (b) Libel, slander or defamation of character.
- (c) Malicious prosecution.
- (d) Invasion of privacy or wrongful entry.

Exclusions pertaining to the following operations are to be deleted:

- (a) Excavation
- (b) Underpinning or shoring.
- (c) Operations that could cause the accidental pollution or contamination of any property, land, air or water.
- (d) Use of any industrial machine such as a forklift, crane, front-end loader, grader, earth mover or road building machine that is licensed, specially licensed or operating under permit.
- (e) Use of any machinery or equipment such as hydraulic cranes, compressors, lift gates or winches that may be attached to or mounted on a licensed motor vehicle when such use is not insured by any form of automobile insurance specified in this article.

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

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

Such insurance will be for the following minimum limits:

Personal Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

Such insurance shall contain a clause waiving the insurer's right of subrogation against the Regional District, and its directors, officers and employees.

23.2 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 – Five Million Dollars (\$5,000,000) inclusive.

23.3 NON-OWNED 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 non-owned automobile policy.

Bodily Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

23.4 CONTRACTOR'S EQUIPMENT INSURANCE

The Contractor will buy, and keep in force at their own expense insurance on all equipment owned or rented by the Contractor to its full insurable value.

23.5 FIRE FIGHTING EXPENSES INSURANCE

The Contractor will buy, and keep in force at their expense until completion of the Contract, fire fighting expense insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00). Such insurance is to include forestry fire fighting expenses and will be in the name of the Contractor and the Regional District.

24. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., October 1, 2011 to midnight, September 31, 2013. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to three (3) years. Each extension will be for a one year period and the total contract duration will not exceed five (5) years. Each period of renewal will be as per the Schedule of Prices at the tendered rates.

25. WORKERS' COMPENSATION BOARD

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. 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.

The Contractor will comply with the requirements of the *Workers' Compensation Act*.

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

26. CONTRACT PERFORMANCE REVIEWS

From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the scope of work or suspension/termination of the Contract.

27. DISPUTED WORK

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

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

28. 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.

29. 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.

OPERATIONAL SPECIFICATIONS - BUCKHORN REGIONAL TRANSFER STATION

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1. GENERAL

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

The Facility has bins for receiving municipal solid waste.

- 1.1 The Contractor will at his 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 may be operated in accordance with permits and operational certificates issued by B.C. 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, industry accepted practices and Regional District bylaws.
- 1.5 The Contractor will agree to exercise good public relations in exercising his authority under this Contract. The Contractor and his workers and approved sub-contractors must possess full knowledge of the Facility operating procedures and Facility area and carry out the Work in a timely, neat and orderly manner. The Contractor will advise and direct site users to the proper disposal or recycling area within the Facility or provide information on optional recycling locations.
- 1.6 All salvage arrangements, including controlled removal of materials from the site, will be the responsibility of the Regional District. Nothing in the Contract Documents is to be interpreted as giving the Contractor exclusive rights to accept and process recyclable or salvageable materials at the Facility or anywhere else in the region.
- 1.7 Under no circumstances will the Contractor, his workers or his sub-contractors salvage materials from the Facility. Salvaging by the Contractor, his workers or his sub-contractors will be considered to be a breach of Contract and may result in the termination of the Contract.
- 1.8 The Facility is located in a wildlife interface area and can attract wildlife. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.
- 1.9 The Contractor will ensure that his workers and sub-contractors, if applicable, do not smoke anywhere within the Facility.

2. OPERATING HOURS

The Transfer Station receiving bins will operate:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:00 am to 1:00 pm	7:00 am to 1:00 pm	Closed	Closed	10:00 am to 6:00 pm	9:00 am to 5:00 pm	9:00 am to 5:00 pm

The Contractor will be required to remain on-site during operating hours.

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

3. WASTE SCREENING PROGRAM

The Contractor will visually inspect all loads being delivered for controlled or prohibited waste materials. The Contractor will notify the Manager immediately when the Contractor discovers a controlled or prohibited Waste in a bin.

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.

The Regional District may continue to amend the materials which may be restricted or banned disposal.

4. TRANSFER STATION – RECEIVING BINS

- 4.1 The Transfer Station receiving bin system is designed to accept household waste generated from local residences. A list of materials not accepted for disposal will be provided by the Regional District and amended from time to time.
- 4.2 The Contractor will ensure that the exterior of the containers is maintained in a clean and sanitary condition. The Contractor will make reasonable effort to remove any graffiti on the bins.
- 4.3 The Contractor will clean up accumulations of litter and garbage and ensure that access to the receiving bins remains unobstructed.
- 4.4 The Contractor will rake the landing area to ensure that the landing area is free of all litter, garbage and deposited materials.
- 4.5 The Contractor will push garbage accumulating inside the mouth of the bins to the back of the bins to create more useable space.

- 4.6 If bins are full or likely to be full prior to the scheduled pick-up day, the Contractor will contact the Foothills Boulevard Regional Landfill immediately so that the Regional District can make suitable arrangements.
- 4.7 The Contractor will inspect the bin structures and bin hydraulic systems and immediately report any damage or leakage to the Foothills Boulevard Regional Landfill.
- 4.8 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.
- 4.9 On a regular basis, the Contractor will trim weeds and grasses growing around no-posts, rails, receiving bins, along fences (inside and outside) and along roadways. Trimming to be done within an 8 foot distance of fence/ditch line.

5. 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:

Snow Removal

- within a 10 metre radius of the PL6 transfer bin doors used by the public.
- yellow gates to be shovelled within 1 metre of base.
- chain link gates in the open and closed positions to be shovelled and kept free of snow accumulation for ease of use.
- 4 metres behind the PL6 unit to prevent ice build up and ease of bin tipping by hauling Contractor.

Sanding

- sand is to be placed in the public use area as needed to prevent slipping hazards.
- Contractor will provide sand at their own expense. Sand onsite to fulfil sanding needs in bin area.
- the Manager must approve in advance de-icing and sand to be of industry standards.

The Regional District will maintain all Roads.

6. TRAFFIC CONTROL DEVICES AND SIGNS

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

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

7. 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.

- 7.1 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.
- 7.2 The Contractor will ensure that ditches, culverts, gates and fences are kept clear of litter.
- 7.3 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.
- 7.4 The Contractor shall attempt to place any materials abandoned outside of the receiving bins or at the gate into the bins. Items that can be easily broken apart should be broken down and deposited into the bins. Items that cannot be broken down or materials that should not be placed in the bins should be moved and organized so as not to obstruct the unloading area.
- 7.5 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 Manager.

8. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the 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.

9. CONTRACTOR'S FACILITIES

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

Due to the site's remote location, there are no washroom facilities provided by the Regional District. As per WorkSafe BC requirements it is the Contractor's responsibility to provide access or reasonable arrangements for washroom facilities for staff at their own expense.

10. REGIONAL DISTRICT'S FACILITIES

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

The Contractor will inspect all gates, fences 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 his workers, shall not issue keys for copying or for unsupervised access to any controlled access portion of the Facility.

11. SECURITY

The Contractor will ensure that the facility is locked up and secure every day at the end of their shift. The Contractor should take all necessary precautions to minimize his 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.

12. RECORD KEEPING

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

- 12.1 The Contractor will keep records of any unauthorized dumping at the Facility. Records will include descriptions of material, any evidence present as to the origin of the material, estimates of volume or weight of material and photographs of the material. These records will be submitted to the Manager within two business days.
- 12.2 The Contractor will maintain a record of all complaints and concerns he may receive from Facility users on forms provided by the Regional District and submit these forms to the Manager on a weekly basis. Complaints of a serious nature or any conflict between the Contractor or the Contractor's employees or the Contractor's sub-contractors and a facility user will be reported to the Manager immediately.
- 12.3 The Contractor will submit reports concerning his regular inspection and maintenance activities to the Manager on a monthly basis. The report form will be provided by the Regional District.
- 12.4 The Contractor will keep a record of public use of the facility on an hourly basis. Form will be provided by the Regional District. Forms are to be submitted at the end of the month to the Regional District.

APPENDIX 'A' – SITE LOCATION MAP

