



REGIONAL DISTRICT of Fraser-Fort George

CHAIN LINK FENCE INSTALLATION - FOOTHILLS BOULEVARD REGIONAL LANDFILL

INVITATION TO TENDER ES-11-05

**Prepared by:
Regional District of Fraser-Fort George
Environmental Services**



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INVITATION TO TENDER

The Regional District invites public tender submissions from organizations interested in providing chain link fence installation services at the Foothills Boulevard Regional Landfill.

Sealed Tenders, will be received by Diane Hiscock, General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 10:00 a.m. on Monday, May 30, 2011. Tenders must be sealed and returned in an envelope labelled "CHAIN LINK FENCE INSTALLATION - FOOTHILLS BOULEVARD REGIONAL LANDFILL Contract ES-11-05". Responding organization or individual must have their name and full mailing address clearly marked on the outside of the tender envelope. Tenders will be opened in public at 10:15 a.m. on Monday, May 30, 2011 at the Regional District Offices at 155 George Street.

The work to be performed under this Contract is described as the installation of chain link fencing at the Foothills Boulevard Regional Landfill.

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 on or after Wednesday, May 11, 2011, 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) (HST included) and is non-refundable.

A mandatory pre-tender site meeting will be held at 10:00 a.m. on Tuesday, May 17, 2011 at the Foothills Boulevard Regional Landfill site. Tender submissions received from any bidder who did not attend the mandatory site meeting will be rejected.

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
CHAIN LINK FENCE INSTALLATION -
FOOTHILLS BOULEVARD REGIONAL LANDFILL
Contract ES-11-05
from July 1, 2011 to September 15, 2011

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, or
- B) In a hard copy format on or after Wednesday, May 11, 2011, 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) (HST 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 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 either mail or fax the signed copy to the attention of Dana Ferguson, Operations Leader. No respondent who signs and returns the Acknowledgement Letter is 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 10:00 a.m. local time on Monday, May 30, 2011 to be opened in public at 10:15 a.m. in the Regional District Office at 155 George Street, Prince George, BC.

The Tender documents will be enclosed and sealed in a labelled envelope marked:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
CHAIN LINK FENCE INSTALLATION
Contract ES-11-05
from July 1, 2011 to September 15, 2011

Your organization's name and full mailing address must also be marked on the envelope. Facsimile Tenders and Electronic Tenders will NOT be accepted.

Any Tender received after the closing date and time (Monday, May 30, 2011 at 10:00 a.m.) will be considered disqualified and will be returned unopened to the respondent.

Regional District's Right to Reject Tender

The Regional District reserves the right to reject any and all Tenders; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in Tenders, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District.

No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a bid, a Tenderer agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its bid for matters relating to the Agreement or in respect of the competitive process, and the Tenderer, by submitting a bid, waives any claim for loss of profits if no agreement is made with the Tenderer.

If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole discretion of the Owner is not material, the Owner may waive the defect or accept the Tender.

The Owner reserves the discretion to reject any tender submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a tender submitted by a bidder who is an individual person, where that individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting this tender the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any Tender submitted by a Tenderer that is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

Proof of Ability

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

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 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, the General Manager 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.

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.

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 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 July 1, 2011 and the Contract will stay in force until September 15, 2011.

Location of Site

The Foothills Boulevard Regional Landfill is located at 6595 Foothills Boulevard within the City of Prince George.

Pre-Tender Site Meeting

A **mandatory site meeting** will be held for all prospective bidders. The meeting will be held at the Foothills Boulevard Regional Landfill at 10:00 a.m., Tuesday, May 17, 2011. A representative of the Regional District will provide an overview of the contract expectations and be available for questions pertaining to the tender package. **Tender submissions received from any bidder who did not attend the mandatory site meeting will be rejected.**

Tender Submissions

Tenderers will complete pages 8 through 15 and submit these pages, along with their Security Deposit, in a sealed envelope.

Submissions which 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. Accuracy and completeness of a tender is the tenderer's responsibility.

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:
 - › Tender Form? _____
 - › Schedule of Prices – Tendered Price? _____
 - › List of Contractor's Personnel? _____
 - › List of Sub-Contractors? _____
 - › List of Equipment? _____
 - › Tenderer's Experience in Similar Work? _____
 - › Harmonized Sales Tax Information? _____
- 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
CHAIN LINK FENCE INSTALLATION -
FOOTHILLS BOULEVARD REGIONAL LANDFILL
CONTRACT ES-11-05
- 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, Contract Agreement, General Conditions of Contract and Scope of Work 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 themselves 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 installation of chain link fencing at the Foothills Boulevard Regional Landfill 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 be 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 certified cheque, bank draft or money order as the 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.

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.

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 – TENDERED PRICE

To Supply all necessary equipment, labour, materials, supervision and all things necessary to provide and install a chain link fence at the Foothills Boulevard Regional Landfill in accordance with the attached General Conditions of Contract.

Tender Price

- A. Price per Linear Meter of Fencing Installed
(see Scope of Work) \$ _____ per meter (HST extra)

Tender Sum

The distance listed on the map is an estimate only. It is the Contractor's responsibility to do an accurate measurement of the Distance to the Regional District provided fence points.

- B. Price per linear meter
(A x _____ m) \$ _____
- C. Installation of two (2) – six (6) m gates \$ _____
- D. **TOTAL TENDERED SUM (Sum B + C)** \$ _____

LIST OF CONTRACTOR'S PERSONNEL

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

Name of Employee	Employee's Experience / Qualifications

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 propose 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 where it will be drawn from.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight

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 _____ by and between the Regional District of Fraser-Fort George, herein after called the "Regional District" and _____ hereinafter 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 "Chain Link Fence Installation - Foothills Boulevard Regional Landfill" Contract ES-11--05 from July 1, 2011 to September 15, 2011 and;
 - (b) Commence to actively proceed with the Work of the Contract on July 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 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 form 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 _____, _____.

CONTRACTOR

(Signature)

(Signature)

(Name and Title - *please print*)

(Name and Title – *please print*)

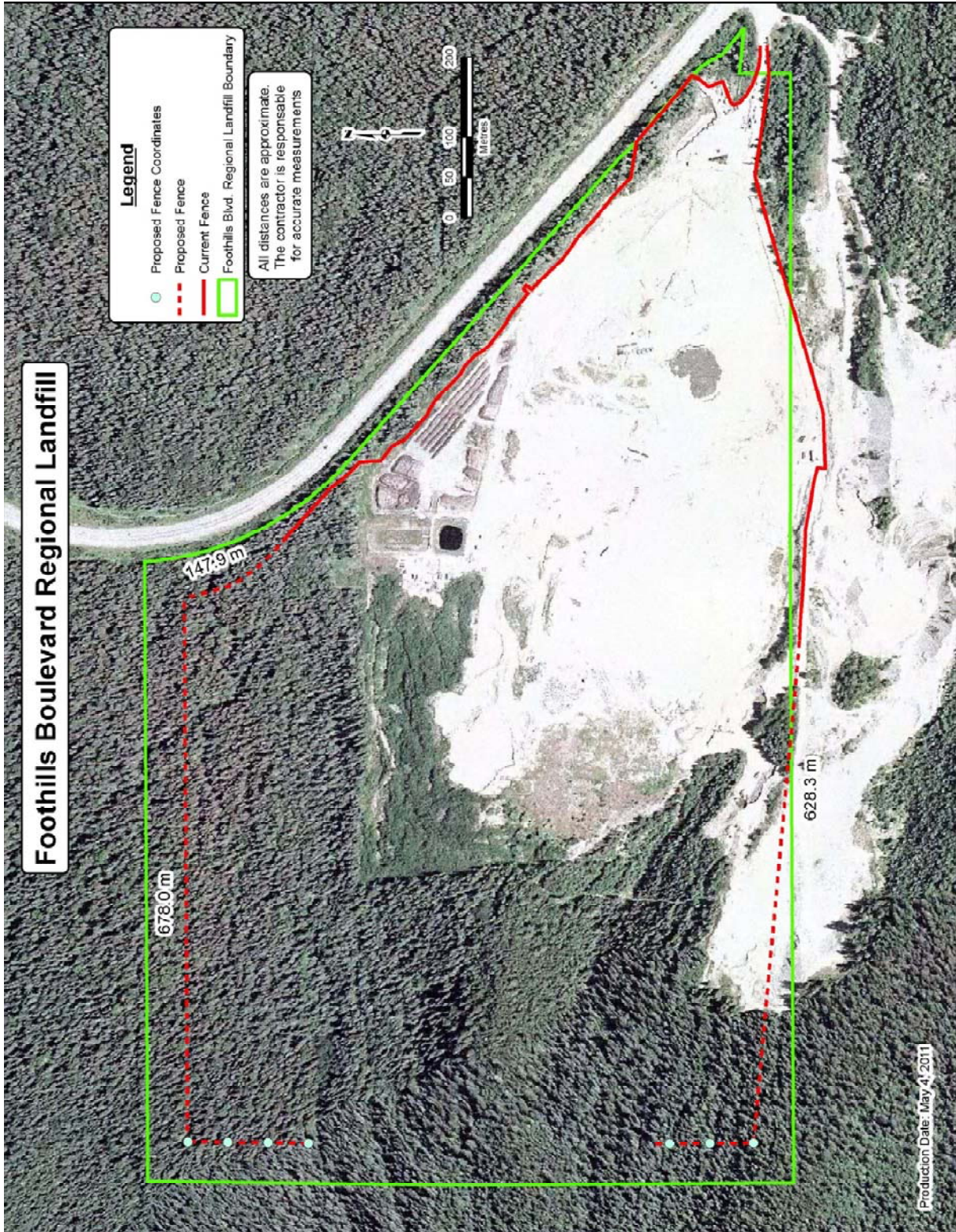
Authorized Signatory of the
Regional District of Fraser-Fort George

Authorized Signatory

Authorized Signatory

APPENDIX A

MAP SHOWING FENCE LOCATIONS



GENERAL CONDITIONS

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1. DEFINITION OF TERMS

"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 Foothills Boulevard Regional Landfill.

"Landfill" means the area of the Landfill Property that is or has been used for the deposit of Solid Waste and Additional Waste.

"Landfill Property" means the property owned by the Regional District of Fraser-Fort George within the City of Prince George operated as the Foothills Boulevard Regional Landfill.

"Manager" means the General Manager or equivalent for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

"Owner" means the Regional District of Fraser-Fort George.

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

"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.

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

2. INTENT OF CONTRACT DOCUMENTS

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

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality and practicability of the work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Owner, 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 Owner's representative during the period of operation and will observe the Work in progress on behalf of the Owner for the purpose of ensuring that the Contractor maintains the landfill site 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 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 they consider necessary.

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle 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. SUPERVISOR AND LABOUR

The Contractor **will keep on the Work at all times during its progress**, a competent supervisor. The supervisor is to have industry certification and experience. The supervisor will be on site during the operating hours of the facility as per the schedule. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to him will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District representative and have the authority to act on contractual obligations without prejudice on behalf of the Contractor. The supervisor will have a daily meeting with the designated Regional District employee at the beginning and end of the day.

The Contractor will keep on the Work at all times sufficient personnel to carry out the Work required by the Contract.

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.

6. 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 Owner's staff. Any supervisor, equipment operator, or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Manager, does not perform their Work in a competent manner, appears to act in a disorderly or intemperate manner, is intoxicated or 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.

7. ASSIGNMENT OF CONTRACT

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

8. PROVISIONS FOR TERMINATION OF CONTRACT BY THE OWNER

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 take corrective actions. The Owner may also deduct from the payments due to the Contractor or deduct from the Irrevocable Commercial Letter of Credit 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 Owner retains the right to terminate this Contract without 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.

For unsatisfactorily performed Work, the Contractor will, with written notice, have 24 hours to correct Deficiencies. If not completed within 24 hours, under section 12, the Regional District has the right to correct them at which time the Regional District has the right to withhold costs from payment to the Contractor or deduct from the irrevocable line of credit. After three such written notices, the Contract will be terminated.

The Owner will have the right to terminate the Contractor's rights to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of creditors, or if a receiver or liquidator should be appointed, and that such termination shall be effective upon the Owner giving notice thereof.

9. CONTRACTOR'S TERMINATION OF CONTRACT

The Contractor will have the right to terminate the Contract for any of the following reasons:

- a. In the event of an Order of any Court or other public authority, other than the Owner, causing the Work to be stopped or suspended, when the period of such stoppage or suspension exceeds ninety (90) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, their agents or servants, the Contractor will receive from the Owner payment for the Work completed. The Owner will not be liable for any loss of profits, damages, or expenses incurred by the Contractor as a result of such stoppage or suspension. Such termination will be effective upon the Contractor giving notice thereof.
- b. In the event the Owner fails to pay for the Work performed, except as provided in the Contract documents, within thirty (30) days from this specified date of payment and fails to remedy such default within ten (10) days of the Contractor's written notice to do so, the Contractor will receive from the Owner payment for the Work completed. Such termination will be effective, upon the Contractor giving notice thereof.

10. SUSPENSION OF WORK BY THE OWNER

The Owner may, at any time, suspend the Work, or any portion thereof, provided they give the Contractor written notice of suspension.

11. SUBCONTRACTS

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 Owner 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 the Contractor's employees. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Owner. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

12. OWNER'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, or where the Owner may be found to be out of compliance of the Permit or Operating Certificate requirements, the Owner may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Owner in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

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 any 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. PERMIT AND REGULATIONS

The Contractor will, at their own expense, procure all other permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

15. 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, omission, neglect or default of the Contractor, or their employees, Sub-Contractors or agents and indemnify and save harmless the Regional District in this regard.

16. 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 Facility. 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 and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

17. CHANGES IN THE WORK

The Owner, 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 Owner will entertain no payment for extra work or changes in any Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, will be decided by the Regional District. The Regional District will use one or more of the following methods in deciding such value:

- a. by lump sum submitted by the Contractor and accepted by the Owner;
- b. on a force account basis as specified in these General Conditions.

18. PAYMENT

The Contractor may provide an invoice to the Regional District upon completion of the installation of the Contract. The final invoice will be paid within 30 days of receipt of the invoice.

The Regional District will inspect the work before making payment.

The Regional District may withhold 10% of the total payment due under the Contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:

- a. the work has been completed to the satisfaction of the Regional District.
- b. the Regional District has received notification from the WCB that all required WCB assessments have been paid for the period covering the Contract term.

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

Federal law states that twelve percent (12%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

20. PAYMENT WITHHELD OR DEDUCTED

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

- a. Where the Contractor is not performing the Work satisfactorily in the opinion of the Manager.
- b. Where any defective or faulty Work has not been remedied at all or in a manner satisfactory to the Manager.
- c. Where there are affidavits of claim of lien, or liens 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 of claim of lien or of filing or registration of liens.
- d. Where there exists unsatisfied claims for damages caused by the Contractor to anyone employed on the site or retained in connection with the Work.
- e. Where the Owner has corrected a deficiency under Article 12.
- f. Where Sub-Contractors or suppliers of materials are not receiving prompt payment, the Owner may make payment to such Sub-Contractors or suppliers directly having deducted those amounts from payments to be made that are otherwise due to the Contractor.

21. REMOVAL OF LIENS

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

22. 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 Insured giving at least thirty (30) days notice by registered mail to the Owner."

Certified copies of these policies will be filed by the Contractor with the Owner prior to commencement of the Work. The Contractor will provide to the Owner, upon renewal of these policies, certified copies. 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 named insured.

22.1 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.

22.2 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.

22.3 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.

22.4 Contractor's Equipment Insurance

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

22.5 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 Owner.

23. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., July 1, 2011 to midnight, September 15, 2011.

24. WORKSAFEBC

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 after that during the term of the Contract.

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

25. DISPUTED WORK

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will, within five (5) days, deliver to the Owner 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 Owner or the time at which the Contractor determines that they are required to perform such work, whichever occurs first.

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

26. RIGHTS OF WAIVER

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

27. SEVERABILITY

All 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.

NOTICE OF PROTEST

TO: General Manager
Regional District of Fraser-Fort George

FROM: (Contractor)

DATE:

SUBJECT: THE CONTRACT

Date of Direction:

You have required me to perform the following work that is beyond the scope of the Contract.
(Set out details of work).
(Include dates where applicable)

The additional costs and claim for this work is as follows:
(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records will be a bar to any recovery by me.

Signature of Contractor

SCOPE OF WORK

The Contractor will provide all materials required and supply all equipment, tools and labour necessary to install chain link fencing and gates as specified in the Scope of Work contained herein.

1. The contractor will, at his expense, pay for and supply all equipment and tools, labour and materials to complete the works as specified herein.
2. The contractor will not interfere with the day-to-day operations of the facility or other work at the facility while completing the work required.
3. All fencing materials will meet or exceed typical industry standard galvanized chain-link security fencing specifications.
 - a. The height of the galvanized steel fencing shall be eight (8) foot with a 3-strand barb wire overhang.
 - b. The fence structure will have two swing gate systems.
 - All gates will have hardware that allows the gates to be locked using a padlock from either side of the installed gate.
 - The gate frames shall be to ASTM A53, Schedule 40 galvanized steel pipe, 42 mm nominal outside diameter for outside frame, 35 mm outside diameter pipe for interior bracing.
 - The gate width openings will be:
 - Two (2) swing gate systems with a minimum opening width of six (6) meters.
 - c. All fabric, posts and other material will be of the following dimension:
 - Chain link fabric will be 9 gauge, galvanized wire mesh.
 - Top and Brace rails: 42 mm nominal outside diameter, wall thickness of 3.55 mm
 - End and Corner posts: 75 mm nominal outside diameter, wall thickness of 5.15 mm
 - Line posts: 60 mm nominal outside diameter, wall thickness of 3.90 mm
 - Gate posts: 89 mm nominal outside diameter
 - Bottom tension wire: single strand, 6 gauge galvanized steel wire
 - Tie wire fasteners: single strand, 9 gauge galvanized steel wire
 - Tension Bar: 4.76 x 19 mm minimum galvanized steel
 - Tension Bar strands: 3 x 20 mm minimum galvanized steel
 - Fittings and hardware: galvanized steel or malleable or ductile cast iron.
 - All welds will be electrically welded and hot galvanized dipped or painted with zinc pigmented paint after welding.
 - d. Caps and overhangs will provide a waterproof fit.
4. The fence will be installed according to the layout as identified in the site layout drawing and the field stakes.
 - The site has been laid out with stakes painted orange and with orange flagging tape.
 - All measurements on the layout drawing are approximate. The contractor will be responsible for any final measurements required for the purpose of preparing a bid.
 - The contractor may have to remove debris and correct ground undulations along the fence line to obtain a smooth uniform gradient between posts.
 - Clearance between the bottom of the fence and ground surface should be not less than 30 mm or greater than 50 mm.

- Concrete will be used at all posts in the post holes to anchor the post. The concrete will be a nominal course aggregate size of 19 mm and 20 MPa - minimum 28 days. The posts will be braced to ensure a plumb and true alignment. Concrete will be extended above ground level and sloped to allow for water to drain away from the post. Do not install fence fabric until post hole concrete has cured.
5. Contractors are encouraged to visit the site for the purpose of preparing their bid.
 6. The Contractor will not undertake maintenance or servicing of his equipment at the landfill without the prior approval of the Regional District. The Regional District accepts no responsibility for damage, vandalism or theft to any of the contractor's equipment used or stored at the landfill.
 7. The Contractor will exercise good public relations while fulfilling his responsibilities under the Contract and will ensure that his employees do the same.
 8. The Contractor will ensure that workers have sufficient knowledge, skill and experience to properly and safely perform the work.
 9. The landfill may attract bears and other wildlife. The Contractor will take precautions and ensure that workers are properly trained so that conflicts with wildlife are avoided.