



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER ES-20-23

CARETAKER SERVICES BEAR LAKE, MCLEOD LAKE AND SUMMIT LAKE REGIONAL TRANSFER STATIONS

- Date Issued:** October 23, 2020
- Closing Location:** Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8
- Closing Date and Time:** **Monday, November 9, 2020**
10:00 am (Pacific Standard Time)
No Public Opening
- Mandatory Site Meeting:** **Wednesday, November 4, 2020**
Time: **10:15 am (Pacific Standard Time)**
Place: **Bear Lake Regional Transfer Station site**
- General Inquiries:** Email Jason Dodd at jdodd@rdffg.bc.ca
- Note:** Late submissions will not be considered

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1. INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George (the “Regional District”) invites tenders for Caretaker Services for the Bear Lake, McLeod Lake and Summit Lake Regional Transfer Stations, Invitation to Tender ES-20-23.

The scope of work includes opening and closing the facility in accordance with the hours of operation, remaining onsite during hours of operation for sites that have defined hours outlined in tender document, maintaining the transfer station facility in a neat and orderly condition and ensuring that the facility is 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 December 1, 2020 to November 30, 2022.

1.1 Tender Documents

Invitation to Tender Documents may be obtained on, or after, October 23, 2020 as follows:

- A) In a PDF (Public Document Format) file format from the Regional District’s website at www.rdffg.bc.ca , or
- B) On BCBid@ website at www.bcbid.gov.bc.ca, or
- C) In a hard copy format from the Regional District of Fraser-Fort George Service Centre, 155 George Street, Prince George, B.C. **By Appointment Only**, 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 Invitation to Tender package is ten dollars (\$10) (GST included) and is non-refundable.

It is the sole responsibility of the Tenderer to ascertain that they have received a full set of Invitation to Tender documents. Upon submission of their bid, the Tenderer 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 in writing and directed to:

Jason Dodd, Environmental Field Supervisor
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
Phone: 250-962-8999 / Toll Free: 1-800-667-1959 / Fax: 250-562-8676
Email: jdodd@rdffg.bc.ca

1.2 Mandatory Site Meeting

A **mandatory site meeting** will be held for all prospective bidders at the Bear Lake Regional Transfer Station site. A representative of the Regional District will provide an overview of the contract expectations and will be available for questions pertaining to the tender package. Tender submissions received from any bidder who did not attend and stay for the duration of the mandatory site meeting will be rejected.

NOTE: DUE TO THE CURRENT PANDEMIC THE REGIONAL DISTRICT IS ENFORCING THE FOLLOWING PROTOCOLS IN RELATION TO SITE MEETINGS:

- a) **Only ONE (1) representative per Company allowed on site**
- b) **2-meter social distancing must be maintained at all times**
- c) **Hands must be sanitized upon arrival, (provided)**
- d) **Face Masks are required**
- e) **All attendees must fill out a Covid19 Risk Assessment Form**
- f) **Any Company Representative not following the above requirements will be asked to leave**

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

The mandatory site meeting will be held at the Bear Lake Regional Transfer Station site at 10:15 am on Wednesday, November 4, 2020.

1.3 Tender Close and Opening

Sealed Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd floor, 155 George Street, Prince George, BC, not later than 10:00 a.m. local time on Monday, November 9, 2020 in the Regional District Office at 155 George Street, Prince George, BC.

1.4 Acknowledgement Letter

Upon receipt of the ITT, a potential tenderer will sign one copy of the Acknowledgement Letter and email or fax the signed Acknowledgement Letter to the attention of Jason Dodd, Environmental Field Supervisor at jdodd@rdffg.bc.ca.

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

Any tenderer who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and their tender may be disqualified if it is incomplete or non-compliant as a result of the tenderer's failure to acknowledge receipt of an addendum in accordance with this ITT, or as a result of the tenderer's failure to comply with the requirements of an amendment or addendum to this ITT.

1.5 Tender Submissions

The Regional District will accept tenders submitted by direct delivery to the Regional District main office. All tenders must be submitted to the Regional District's General Manager of Financial Services by 10:00 a.m. (local time) on November 9, 2020.

Two (2) complete copies of your Tender (pages 10 through 16), and your security deposit must be submitted in a sealed envelope with the following **information written on the outside of the envelope containing the tender, as well as on the outside of the courier envelope/box** (if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Regional District of Fraser Fort George
Caretaker Services – Bear Lake, McLeod Lake and Summit Lake
Regional Transfer Stations
Invitation to Tender ES-20-23
3. Responding Organization's name and address.

The lowest, or any tender, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Tenders. Tenders submitted by fax, electronically, or not in original Regional District format will NOT be accepted. Late tenders will not be accepted and will be returned to the Tenderer.

Any Tender received after the closing date and time (Monday, November 9, 2020 at 10:00 a.m.) will be considered disqualified and will be returned to the tenderer.

The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a tender pertaining to this ITT. The accuracy and completeness of the tender is the Tenderer's responsibility. Should errors in a tender be discovered, the Tenderer shall be solely responsible for any additional costs incurred by that Tenderer in the performance of the work and shall be solely responsible to correct any deficiencies or errors in that tender at their expense.

1.6 Regional District's Right to Reject Tender

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. The lowest, or any tender, will not necessarily be awarded.

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 tender, 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 tender for matters relating to the Agreement or in respect of the competitive process, and the Tenderer, by submitting a tender, 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 Regional District is not material, the Regional District may waive the defect or accept the Tender.

Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest on the part of a tenderer. Without limitation, the Regional District reserves the discretion to reject any tender where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the tenderer, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a tender submitted by a tenderer who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a tender, the tenderer is required to complete, sign, and include with their tender a Conflict of Interest Disclosure Statement (page 16).

The Regional District reserves the right to reject any tender submitted by a tenderer who 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.

1.7 Proof of Ability

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

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

1.8 Security Deposit

A certified cheque, bank draft or money order in the amount of One Thousand Dollars (\$1,000) in Canadian funds 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 One Thousand Dollar (\$1,000) Security Deposit.

1.9 Discrepancies or Omissions

Tenderers finding discrepancies, errors, or omissions in this ITT, or requiring clarification on the meaning or intent of any part therein, should immediately request in written form by email, clarification from the Project Manager. Upon receipt of the written request for clarification, the Project Manager will send written instructions or explanations by email to all tenderers registered as having returned the Acknowledgement Letter. The Regional District will not accept responsibility for any damages, costs or expenses incurred by a tenderer in reliance on oral instructions. Any work done in preparation of a tender after discovery of discrepancies, errors or omissions in the ITT will be done at the tenderer's risk unless the discrepancy, error or omission is reported to the Project Manager in accordance with this provision.

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.

NOTE: the last day that requests for clarification or inquiries may be made is Thursday, November 5, 2020 in order that addenda, if necessary, are issued in time for all tenderers to complete their submission and have it delivered to the Regional District office prior to the closing time and date of the ITT. After November 5, 2020, should changes be necessary to the work of this ITT, they will be addressed through Article 21, Changes in the Work under General Conditions.

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

2. 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 accommodations they may require, and, in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

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

3. TENDER PRICES

Tender prices must remain open for acceptance for a period of sixty (60) days from the 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 tender 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 tenderer which may result from the preparation or submission of documents pertaining to this Tender.

4. START AND DURATION OF CONTRACT

The Contract will begin on December 1, 2020 at 12:01 a.m. and the Contract will remain in force until midnight November 30, 2022. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates to the maximum of three (3) years. Each extension will be for a one-year period and the total Contract duration will not exceed five (5) years.

ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

Email

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

Return immediately to:

Jason Dodd
Environmental Services Field Supervisor
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Fax Number: 250-562-8676
Email: jdodd@rdffg.bc.ca

TENDERER CHECKLIST

Before submitting your tender, check the following points:

- Has the Tender Form been signed and witnessed? _____
- Has the Security Deposit requirement been met? _____
- Is the Schedule of Prices completed? _____
- Is the Conflict of Interest Disclosure Statement completed? _____
- Are the following pages included?
 - › Tender Form? _____
 - › Schedule of Prices? _____
 - › List of Contractor's Personnel? _____
 - › List of Sub-Contractors? _____
 - › List of Equipment? _____
 - › Tenderer's Experience in Similar Work? _____
 - › Goods and Services Tax Information? _____
 - › Any Addenda that were issued? _____
- Are the documents complete? _____
- Are the documents enclosed in a sealed envelope? _____

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

Ensure that the tender is returned in a sealed envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- Regional District of Fraser-Fort George
Invitation to Tender ES-20-23
Caretaker Services - Bear Lake, McLeod Lake and Summit Lake
Regional Transfer Stations
- 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: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and 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 Caretaker Services - Bear Lake, McLeod Lake and Summit Lake Regional Transfer Stations as specified, in accordance with the contract documents.

I/We agree that in consideration of having my/our tender submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for sixty (60) days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the awarded Contract only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the sub-contractor(s) employed will be as listed on the List of Sub-Contractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within fourteen (14) days of the date of the acceptance notice I/we will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

I/We agree that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

I/We agree that tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. I/We agree that the Regional District may, however, in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in the ITT, whether or not such non-compliance is material.

Accompanying this Tender please find our certified cheque, bank draft or money order as the security deposit in the amount of One Thousand dollars (\$1,000).

I/We agree that except for a claim for the reasonable cost of preparation of this tender, by submitting a tender, I/We irrevocably waive any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional

District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation any alleged unfairness in the evaluation of a tender or award of a contract,
- 2) a decision by the Regional District not to award a contract to that tenderer; or
- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

I/We hereby acknowledge receipt and inclusion of the following addenda to the ITT Documents:

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

Signed and Delivered by:

Signature of Authorized Signatory

Name of Tenderer

Name of Authorized Signatory (Please print)

Address

Title

City, Province, Postal Code

SCHEDULE OF PRICES – TENDERED PRICE

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

1) TENDER SUM:

- A. Lump Sum price per month (excluding GST) \$ _____
- B. GST \$ _____
- C. Total Tendered Sum (Including GST) per month \$ _____

- D. Total Transfer Station Services per year (C x 12) \$ _____

Is GST payable? Yes No

WorkSafeBC Account Number: _____

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 any additional equipment that he proposes to use at the Facility that may assist in contract works 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

TENDERER'S EXPERIENCE IN SIMILAR WORK

List professional and recent experience.

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

GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name _____

Address _____

City _____ Province _____

Postal Code _____ Phone Number _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

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

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

Other: Specify _____

Signature of Authorized Signatory

Print Name

Title

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ES-20-23 Caretaker Services
Bear Lake, McLeod Lake and Summit Lake
Regional Transfer Stations

Tenderer Name: _____

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

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

State reason(s) for Conflict of Interest:

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

Print Name of Person Signing Disclosure

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed

CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the “Regional District”)

OF THE FIRST PART

AND:

Company

a company duly incorporated under the laws of British Columbia
and having a place of business at:
Street Address
City, Province, Postal Code

(hereinafter called the “Contractor”)

OF THE SECOND PART

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

1. The Contractor will:
 - (a) Provide all necessary 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 – Bear Lake, McLeod Lake and Summit Lake Regional Transfer Stations” Contract ES-20-23 from December 1, 2020 to November 31, 2022; and
 - (b) Commence to actively proceed with the Work of the Contract on December 1, 2020.
2. The Regional District will pay to the Contractor a 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, Tender's Experience in Similar Work, Conflict of Interest Disclosure Statement, General Conditions of Contract, Contract Agreement, 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 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of 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 have duly executed this Agreement.

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

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
COMPANY

Authorized Signature Signatory

Date

(Name and Title) (Please print)

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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.

"MUNICIPAL SOLID WASTE" has the same meaning as defined by the *Environmental Management Act*.

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

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

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution to 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 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. 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 (see attached reports).

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 their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

9. 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 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.

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.

The Regional District shall compensate the Contractor for all Services performed hereunder through to the date of any termination less amounts required to remedy any non-performance or breach mentioned above.

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-CONTRACTORS

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 written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

15. INDEMNITY AND RELEASE BY CONTRACTOR

Notwithstanding the compliance of the Consultant with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any

third party from the Regional District and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

16. IRREVOCABLE COMMERCIAL LETTER OF CREDIT

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

17. PERMIT AND REGULATIONS

The Contractor shall, 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.

If the Contractor shall discover any provision in the Contract that is contrary to or inconsistent with any laws or regulations, the Contractor will notify the Manager in writing.

18. 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.

19. PROTECTION OF WORK AND PROPERTY

The Contractor shall take all reasonable precautions necessary to protect the Regional District's property from damage during the performance of the Contract and shall make good on any damage to the Regional District's property caused by the Contractor, it's Sub-Contractor, employees, or agents during the performance of the Contract.

20. 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.

The Contractor must prepare a COVID-19 safety plan for adherence to during the COVID-19 pandemic in accordance with the provincial WorkSafeBC. A copy will be submitted to the Regional District prior to commencing the Work. The Contractor's employees must acknowledge the plan by signing a form which is to be kept on file at the Contractor's Prince George facility/office. Training procedures and training records for each employee will be kept on file at the Contractor's Prince George facility/office.

21. 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.

22. 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.

23. GOODS AND SERVICES TAX (GST)

Federal law states that five percent (5%) tax be paid on all goods and services. The Contractor is required to identify the GST tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

24. 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 14.
- (f) Where the Contractor is delinquent in their WorkSafeBC coverage.

25. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the

required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements as outlined above.

26. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., December 1, 2020 to midnight, November 30, 2022. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates to the maximum of three (3) years. The total contract duration will not exceed five (5) years.

27. WORKSAFEBC

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

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six (6) months after that during the term of the Contract.

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

28. 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.

29. 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 Regional District 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 Regional District 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.

30. RIGHTS OF WAIVER

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

31. SEVERABILITY

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

32. GOVERNING LAWS

This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.

33. FORCE MAJEURE

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of any milestone dates required under the Contract as may be agreed with the Contractor or, if the Regional District and the Proponent are unable to reach agreement, as determined by the dispute resolution process under Section 29 of the Contract. Where as a result of Force Majeure there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Section 22 of this Contract, as may be agreed by the Contractor, or as determined under Section 29 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 10 of this Contract.

34. NOTICE OF PROTEST

<u>NOTICE OF PROTEST</u>	
TO:	General Manager of Environmental Services Regional District of Fraser-Fort George
FROM:	(Contractor)
DATE:	
SUBJECT:	THE CONTRACT
Date of Direction:	
You have required me to perform the following work that is beyond the scope of the Contract. (Set out details of work). (Include dates where applicable)	
The additional costs and claim for this work is as follows: (Set out details of cost)	
All supporting documentation and invoices are attached.	
I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records will be a bar to any recovery by me.	
Signature of Contractor	

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Operational Specifications

1. GENERAL

These specifications describe the operation of the Bear Lake Regional Transfer Station located at Bear Lake, BC; the Summit Lake Regional Transfer Station located near Summit Lake, BC; and the McLeod Lake Regional Transfer Station located near McLeod Lake, BC.

Each Facility has a bin system for receiving municipal solid waste. The Bear Lake Facility also has a Marshalling Area for a source-separated waste reduction program which includes, demolition, land clearing, and construction debris, appliances containing ozone depleting substances, scrap metal recycling, and scrap tire recycling.

The Facility has bins for receiving municipal solid waste.

- 1.1 The Contractor will, at their own expense, pay for and supply all equipment, labour and materials to operate the Facilities 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 Facilities.
- 1.4 The Facilities will be operated in accordance with permits and operational certificates issued by the Ministry of Environment to the Regional District. The operations will also comply with guidelines outlined in the Regional District of Fraser-Fort George Regional Solid Waste Management Plan, and industry accepted practices.
- 1.5 The Contractor will agree to exercise good public relations in exercising their authority under this Contract. The Contractor and their workers and approved Sub-Contractors must possess full knowledge of each Facilities' operating procedures and carry out the Work in a timely, neat and orderly manner. The Contractor will advise and direct site users to the proper disposal, marshalling or recycling area within the Facilities.
- 1.6 All salvage arrangements, including controlled removal of materials from the sites, 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 Facilities or anywhere else in the region.
- 1.7 Under no circumstances will the Contractor, their workers or their Sub-Contractors salvage materials from the Facilities. Salvaging by the Contractor, their workers or their Sub-Contractors will be considered to be a breach of Contract and may result in the termination of the Contract.
- 1.8 The Facilities are located in wildlife interface areas 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 their workers and Sub-Contractors, if applicable, do not smoke anywhere within the Facilities.
- 1.10 The Contractor shall not ignite or burn materials without the consent of the Regional District.

2. OPERATING HOURS

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

The Bear Lake Facility Marshalling Area operating hours will be:

Summer: April 1 to October 31

Thursday 10:00 a.m. to 3:00 p.m.
Saturday 12:00 noon to 5:00 p.m.

Winter: November 1 to March 31

Thursday 10:00 a.m. to 3:00 p.m.
Saturday 10:00 a.m. to 3:00 p.m.

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

The Regional District retains the right to adjust operating hours of Marshalling Area operations. The Regional District will provide two (2) weeks advance written notice to the Contractor of any change in operating hours

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

3. FREQUENCY OF SITE VISITS AND MAINTENANCE

During high use times, the Contractor may be required to visit the sites daily. During slower times, the sites may only need to be visited a couple of times per week. The Regional District's expectation is that the sites are clean, tidy and safe for public use. Keeping the sites clean and tidy deters wildlife activity.

4. WASTE SCREENING PROGRAM

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

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

5. MATERIALS NOT ACCEPTED

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

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

- waste is a powder, sludge, or gaseous material or contaminated soil;
- waste is in barrels, small sealed containers, tanks or pressure vessels;
- waste has a chemical or other unusual description;
- container is marked with warning labels;

- waste has an unusual odour or appearance;
- waste falls into one of the hazardous waste classifications; or
- waste is not familiar to the Contractor.

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

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

6. TRANSFER STATION – RECEIVING BINS

- 6.1 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.
- 6.2 The Contractor will ensure that the exterior of the containers are maintained in a clean and sanitary condition.
- 6.3 During each servicing, the Contractor will clean up accumulations of litter and garbage and ensure that access to the receiving, refuse and multi-material recycle bins remains unobstructed.
- 6.4 During each servicing, the Contractor will rake the landing area to ensure that the landing area is free of all litter, garbage and deposited materials.
- 6.5 During each servicing, the Contractor will push garbage accumulating inside the mouth of the bins to the back of the bins to create more useable space.
- 6.6 If bins are full or likely to be full prior to the scheduled pick-up day, the Contractor will contact the Project Manager immediately so that the Regional District can make suitable arrangements.
- 6.7 During each servicing, the Contractor will inspect the bin structures and bin hydraulic systems and immediately report any damage to the Project Manager.
- 6.8 During each servicing, the Contractor will empty the hydraulic fluid catch basins into Regional District supplied containers. The Contractor will deliver and empty containers into the oil recycle container at the Foothills Boulevard Regional Landfill when full. This will be done at the Contractor's expense.
- 6.9 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 Contractor will paint the transfer bins on an as needed basis, as directed by the Regional District. The Regional District will provide the paint colour codes. This painting will be done at the Contractor's expense.
- 6.10 On a regular basis, the Contractor will trim weeds and grasses growing around no-posts, rails, receiving bins, gate structures, signs and outbuildings.

7. MARSHALLING AREA

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

The following areas are currently established at the site.

7.1 SCRAP METAL

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

Metal from Summit Lake or McLeod Lake Transfer Station will be cleaned up and transported to the Bear Lake Marshalling area at the Contractor's expense.

7.2 TIRES

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

7.3 APPLIANCES CONTAINING OZONE DEPLETING SUBSTANCES(ODS)

This area is established for the storage of refrigerators, freezers, air conditioners and any other type of appliance or device containing an Ozone Depleting Substance (ODS) at the time of manufacture. The units collected in this area will be stored upright by the Contractor in a neat and orderly fashion until the ODS has been removed by others. Once ODS has been removed, the Regional District will make arrangements to remove the units.

7.4 DEMOLITION LAND-CLEARING (DLC)

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

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

8. SNOW REMOVAL AND SANDING

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

- within a 10 metre radius of the transfer bin doors used by the public;
- within a 3 metre radius of any access point to designated receiving areas within the Marshalling Area;
- within a 3 metre radius of footings located at the base of the bins;
- within a 3 metre radius of blue multi-material bin; and
- chain link gates in the open and closed positions to be shovelled and kept free of snow accumulation for ease of use.

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

The Regional District will maintain all Roads.

9. TRAFFIC CONTROL DEVICES AND SIGNS

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

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

10. LITTER CLEANUP

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

The Contractor will ensure that all property within a 150 metre radius of each Facility, including access roads, ditches and culverts remains clear and free of accumulations of litter or other deposited waste materials.

- 10.1 The Contractor will ensure that ditches, culverts, gates and fences are kept clear of litter from the stop sign into the sites.
- 10.2 The Contractor shall ensure all roadways and landings within each 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.
- 10.3 The Contractor shall attempt to place any materials abandoned outside of the receiving bins into the bins. Items that can be easily broken apart should be broken down and deposited into the bins. Items that cannot be broken down or materials that should not be placed in the bins should be moved and organized so as not to obstruct the unloading area.
- 10.4 The Contractor will endeavor to identify any person(s) responsible for unlawful disposal of materials on or near each Facility and provide available evidence concerning identity and/or source to the General Manager.

11. CONTRACTOR'S PERSONNEL

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

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

12. CONTRACTOR'S FACILITIES

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

13. REGIONAL DISTRICT'S FACILITIES

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

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

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

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

14. SECURITY

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

15. RECORD KEEPING

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

- 15.1 The Contractor will keep records of any unauthorized dumping at the Facilities. Records will include descriptions of material, any evidence present as to the origin of the material, estimates of volume or weight of material and photographs of the material. These records will be submitted to the General Manager within two (2) business days.
- 15.2 The Contractor will maintain a record of all complaints and concerns they may receive from Facility users on forms provided by the Regional District and submit these forms to the General Manager on a weekly basis. Complaints of a serious nature or any conflict between the Contractor or the Contractor's employees or the Contractor's Sub-Contractors and a Facility user will be reported to the General Manager immediately.

The Contractor will submit reports concerning their regular inspection and maintenance activities to the General Manager on a monthly basis. The report form will be provided by the Regional District. (Appendix B attached)

APPENDIX 'A'

SITE LOCATIONS

BEAR LAKE TRANSFER STATION AND MARSHALLING SITE

Located approximately 1 km in on Hall Road, in Bear Lake. Hall Road is on the West side of Highway 97 directly across from the Petro-Canada Gas Station.

MCLEOD LAKE TRANSFER STATION

Look for unmarked gravel road on east side of Highway 97, approximately 7 km north of Whiskers Point Provincial Park.

SUMMIT LAKE TRANSFER STATION

Look for unmarked gravel road (Barney Creek FSR) on east side of Highway 97 approximately 3 km north of the south access road to Summit Lake.

APPENDIX 'B'

SAMPLE ACTIVITY AND MAINTENANCE REPORTS



**REGIONAL DISTRICT
of Fraser-Fort George**

TRAN 13.1

**BEAR LAKE REGIONAL TRANSFER STATION –
CARETAKER'S MONTHLY REPORT**

FOR THE MONTH OF _____

Date	Time of Arrival	*Fullness of Bin #1	*Fullness of Bin #2	Signage Inspected	Structure Inspected	Snow Removal	Traction Material Applied	# Visitors	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

***Fullness of Bin - estimate how much garbage is in the bin, ie. 1/4, 2/3, full, etc**

Damage to:	Date	Action Taken
Bins		
Hydraulics		
Signs		
Gate/Fence		
Other		

Please use back of page for additional information.



Bear Lake REGIONAL TRANSFER STATION

DATE: From: _____ to _____,

TIME OF ARRIVAL	LOAD TYPE	ESTIMATED # / VOLUME OF MATERIAL

Comments:



**MCLEOD LAKE REGIONAL TRANSFER STATION –
CARETAKER’S MONTHLY REPORT**

FOR THE MONTH OF _____

Date	Time of Arrival	*Fullness of Bin #1	*Fullness of Bin #2	Signage Inspected	Structure Inspected	Snow Removal	Traction Material Applied	# Visitors	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

***Fullness of Bin - estimate how much garbage is in the bin, ie. 1/4, 2/3, full, etc**

Damage to:	Date	Action Taken
Bins		
Hydraulics		
Signs		
Gate/Fence		
Other		

Please use back of page for additional information.



FOR THE MONTH OF _____

Date	Time of Arrival	*Fullness of Bin #1	*Fullness of Bin #2	Signage Inspected	Structure Inspected	Snow Removal	Traction Material Applied	# Visitors	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
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25									
26									
27									
28									
29									
30									
31									

***Fullness of Bin - estimate how much garbage is in the bin, ie. 1/4, 2/3, full, etc**

Damage to:	Date	Action Taken
Bins		
Hydraulics		
Signs		
Gate/Fence		
Other		

Please use back of page for additional information.



**REGIONAL DISTRICT
of Fraser-Fort George**

INCIDENT REPORT

This report must be completed immediately and filed within 24 hours of the incident. Please print in ink. Originals will be forwarded to Main Office.

LOCATION: _____ DATE: _____ TIME: _____ AM/PM

A. Person Reporting Incident:

NAME: _____ POSITION: _____

B. Details of Incident:

(Include descriptions of person or persons involved, description of all vehicles involved, license plate numbers, what was observed and any additional relevant information - use back of page if more space required)

SIGNATURE: _____ DATE: _____

C. Witnesses:

1. NAME: _____

2. NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE #: _____

PHONE #: _____

SIGNATURE: _____

SIGNATURE: _____

D. Action Taken:

RCMP CONTACTED: YES ___ NO ___ OFFICER'S NAME: _____ FILE #: _____

INVESTIGATED: YES ___ NO ___

E. Reported to Regional District:

DATE: _____

TIME: _____ AM/PM

EMPLOYEE: _____

SUPERVISOR: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

F. Follow up and Corrective Action Taken:

Additional Information:
