



**REGIONAL DISTRICT
of Fraser-Fort George**

**INVITATION TO TENDER
ES-23-09**

**ORGANIC MATERIAL SHREDDING AND SCREENING
FOOTHILLS BOULEVARD REGIONAL LANDFILL**

Date Issued: March 14, 2023

Closing Location: Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8

Mandatory Site Meeting: March 21, 2023
Time: 11:00 am (Pacific Standard Time)
Place: Foothills Boulevard Regional Landfill

Closing Date and Time: April 4, 2023
10:00 am (Pacific Standard Time)
No Public Opening

General Inquiries: Email Laura Zapotichny at lzapotichny@rdffg.bc.ca

Note: Late submissions will not be considered

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1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George invites tenders for Organic Material Shredding and Screening services for the Foothills Boulevard Regional Landfill.

Scope of work includes providing and operating equipment on a periodic basis to shred organic material received at the Foothills centralized composting facility for composting and screening the finished compost to produce a marketable product, building, turning and stockpiling compost windrows, and shredding source separated wood waste material. The contract term is July 1, 2023 to June 30, 2026.

1.1 Tender Documents

Tender documents may be obtained on, or after, Tuesday, March 14, 2023 as follows:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b) on the BC Bid@ website at www.bcbid.gov.bc.ca;
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC **By Appointment Only**, between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays. The cost for each hard copy tender package is 10 dollars (\$10) (GST included) and is non-refundable.

All subsequent information regarding this Invitation to Tender (ITT), including amendments, addenda and answers to questions will also be available as above.

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. Tenders submitted by fax, electronically or not in original Regional District format will NOT be accepted.

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

Inquiries relating to this ITT must be made in writing by email to the Project Manager:

Laura Zapotichny, Acting General Manager of Environmental Services
Regional District of Fraser-Fort George
Email: lzapotichny@rdffg.bc.ca

1.2 Mandatory Site Visit

The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to this ITT. The purpose of the site meeting is for tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the sites, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their tender.

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

A mandatory site meeting will be held for all prospective bidders. The meeting will be held at the Foothills Boulevard Regional Landfill at :00 a.m., Tuesday, March 21, 2023. 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.



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 Tuesday, April 4, 2023. There will not be a public tender opening for this tender.

1.4 Acknowledgement Letter

Upon receipt of this ITT, a potential tenderer is requested to complete and sign the Acknowledgement Letter and email the signed Acknowledgement Letter to the Project Manager, Laura Zapotichny at lzapotichny@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 sealed tenders must be submitted to the Regional District's General Manager of Financial Services by 10:00 a.m. (local time) on Tuesday, April 4, 2023.

Tenders submitted by fax will **NOT** be accepted. Any tender received after the closing date and time will be considered disqualified and will be returned to the Tenderer.

Two (2) complete copies of your Tender 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. Invitation to Tender, ES-23-09
Organic Material Shredding and Screening
Foothills Boulevard Regional Landfill
3. Responding Tenderer's name and address

To be considered, tenders must be signed by an authorized signatory of the tenderer. By signing the tender, the tenderer is bound to statements made in response to this ITT. Any tender received by the Regional District that is unsigned will be rejected.

Tenders not submitted in strict accordance with these instructions or not complying with the requirements in this ITT may be rejected.

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.

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 respondent is required to complete, sign, and include with their proposal a Conflict of Interest Disclosure Statement (page 19).

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

A Tenderer will be competent and capable of performing the work. The Tenderer will submit three (3) letters of reference for projects of a similar nature. The Tenderer may be required to provide additional 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 Sub-Contractors

The List of Sub-Contractors is to be completed by the tenderer and will form part of the contract documents. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

The Contractor is responsible to the Regional District for the acts and omissions of their sub-contractors to the same extent that they are responsible for the acts and omissions of persons employed by them. Nothing in the contract documents will create any contractual relation between any sub-contractor and the Regional District. The Contractor will bind every sub-contractor to the terms of the contract documents.



1.9 Security Deposit

A certified cheque, bank draft or money order in Canadian funds 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 the Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the Contract upon award of the Regional Board will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

1.10 Irrevocable Commercial Letter of Credit

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) in the amount of five thousand dollars (\$5,000) in Canadian Funds, from a recognized Canadian Financial Institution. The ICLC shall be in a form consistent with the ICLC shown on page 20 of these documents. The ICLC will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

1.11 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.

NOTE: the last day that requests for clarification or inquiries may be made is **Tuesday, March 28, 2023** 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 March 28, 2023 should changes be necessary to the work of this ITT, they will be addressed through Article 22, Changes in the Work under General Conditions.

2.0 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 during the mandatory site meeting and, before submitting their Tender. They 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 is advised that the site and conditions are subject to change with the Entrance Relocation Project which includes the construction of a new compost pad. There is also the potential for increased tonnage of material to be processed pending the outcome of the Feasibility Study on Compost Processing and Seasonal Yard Waste Collection in Member Municipalities.

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.

3.0 TENDER PRICES

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening (Tuesday, April 4, 2023), unless otherwise stated by the Regional District.

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

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

4.0 SITE LOCATIONS AND FACILITY INFORMATION

The Foothills Boulevard Regional Landfill is located at 6595 Foothills Boulevard, Prince George, BC. Mackenzie Regional Landfill in Mackenzie, BC as well as the Valemount Regional Transfer Station in Valemount, BC are also locations where work may be carried out.

5.0 TENDER FORMAT

Tenderers are asked to respond in the manner outlined below and to submit **two (2) complete copies** of their tender. The following format and sequence, with all pages consecutively numbered, is to be followed in order to provide consistency in tenders and to ensure each tender receives full and complete consideration.

- a. Tenderers will complete pages 12 through 19:
 - Tender Form: to be completed, signed, and witnessed
 - Schedule of Prices: the Schedule of Prices must be completed and included in the tender submission. All prices for the work shall be stated in Canadian dollars. Taxes are to be shown as separate line items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price
 - List of Sub-Contractors: to include sub-contractor's legal name and the work to be performed by the sub-contractor
 - Tenderer's Experience in Similar Work
 - List of Equipment
 - Goods and Services Tax Information
 - Conflict of Interest Disclosure Statement
- b. Additional information that the tenderer may choose to provide.
- c. All amendments and addenda, if any, issued for this ITT. Each amendment and addendum must be signed by the tenderer and included with the tender and will form part of the tender and contract documents.

6.0 TENDER EVALUATION

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract (the "Contract"). Tenders should be clear, concise, and complete.

The following tender evaluation methodology will be used by the committee to evaluate the tenders received:

- a. *Tenderer's Qualification and Experience: 25%*
The length and quality of experience of
 - the company named in tender experience in the industry
 - the Tenderer performing similar work
- b. *Past Work Experience with the Regional District: 20%*
 - past contract and work experience with the Regional District
 - references
 - completion of previous contracts
- c. *Budget/Tender Price: 40%*
 - price submitted for works being requested
 - pricing for works compared to industry standards
- d. *Equipment Standards and Back-Up Equipment Plan: 15%*
 - meeting equipment criteria provided (if applicable)
 - back-up equipment plan in the event that primary equipment breaks down or in need of longer period servicing which would impede services required

Where tender prices are the same, the Regional District will consider the tenderer's experience in similar work beyond the minimum standards established in this ITT.

Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process. Notwithstanding the results of the evaluation conducted by the committee, the Regional District reserves the right to select the tender that the Regional District considers provides best overall value.

7.0 CONTRACT

7.1 Form of Contract

The form of contract will be similar to the sample contract on page 21 and will include this ITT, Instructions to Tenderers, Tender Form, List of Sub-Contractors, Tenderer's Experience in Similar Work, Schedule of Prices, all appendices, amendments, and addenda, and the successful Tenderer's submission. The Regional District reserves the right to negotiate the terms and conditions of the contract with the tenderer whose tender is selected following the evaluation process referred to in Section 6.0 of this ITT.

7.2 Award of Contract

A contract for ES-23-09 ("Organic Material Shredding and Screening - Foothills Boulevard Regional Landfill") is anticipated to be awarded no later than Thursday, April 20, 2023. All tenderers will be advised, in writing, as to the awarding of the Contract.

The Regional District may, in its sole discretion, award the Contract for the Organic Material Shredding and Screening - Foothills Boulevard Regional Landfill, or it may delay the date of awarding the Contract or cancel this ITT if deemed appropriate by the Regional District for any reason.

The tenderer awarded the Contract ("Contractor"), will have seven (7) calendar days to provide the required proof of insurance under Article 31 and proof of WorkSafeBC coverage under Article 33, upon notification that the Regional District has accepted its tender.

8.0 TERM OF CONTRACT

The term of the Contract will begin on July 1, 2023 at 12:01 a.m. and the Contract will remain in force until midnight June 30, 2026. The Contract may be renewed on a period-by-period basis at the Regional District's



discretion for up to two (2) years. Each renewal will be for a one year period and the total Contract duration will not exceed five (5) years. Each period of renewal shall be as per the pricing, terms and conditions as originally tendered.

ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of ITT ES-23-09 Organic Material Shredding and Screening – Foothills Boulevard Regional Landfill documents.

Authorized Signatory Signature

Name of Tenderer

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend to provide not to provide a Tender.

Please return immediately by email to:

Laura Zapotichny, Acting General Manager of Environmental Services
Regional District of Fraser-Fort George

Email: lzapotichny@rdffg.bc.ca

TENDERER CHECKLIST

Before submitting your Tender, check the following points:

- Has the Security Deposit requirement been met?
- Did you attend the Mandatory Site Meeting?
- Have you submitted the Acknowledgement Letter?
- Has the Tender Form been signed and witnessed?
- Has the Schedule of Prices been completed and signed?
- Has the List of Sub-Contractors been completed?
- Has the Tenderer's Experience in Similar Work been completed?
- Has the List of Equipment been completed?
- Has the Goods and Services Tax Information been completed?
- Has the Conflict of Interest Disclosure Statement been completed?
- Are all amendments and/or addenda, if any, included and signed?
- Have you included two (2) complete copies of your tender submission?
- Is the submission enclosed in a fully labelled **sealed** envelope?
- Are the tender submission envelope and the courier envelope both labelled fully?

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

Two (2) complete copies of your Tender 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):

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- Invitation to Tender ES-23-09
Organic Material Shredding and Screening
Foothills Boulevard Regional Landfill
- Tenderer's name and address

TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd Floor, 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, Irrevocable Commercial Letter of Credit, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and being satisfied as to the sufficiency of the Tender, the undersigned agrees to furnish all labour, equipment, materials, supervision and services and do all Work necessary for and reasonably incidental to the Organic Material Shredding and Screening at the Foothills Boulevard Regional Landfill 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 Five Thousand dollars (\$5,000).

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

Signed in the presence of:

Signature	Address
Name of Witness (Please print)	City, Province, Postal Code

SCHEDULE OF PRICES

To supply all necessary equipment, labour, materials, supervision and all things necessary to shred and screen organic material and the shredding of source separated wood waste material and building of compost rows at the Foothills Boulevard Regional Landfill in accordance with the General Conditions and Operational Specifications contained herein. The prices tendered shall be in Canadian funds and include duties, royalties, handling, transportation, mobilization and demobilization, overhead, profit and all other charges except the Goods and Services Tax, which is to be extra.

TENDER PRICE		
	Unit	Unit Price (GST Extra)
A) Unit price to move Organic Material to and into the shredder, shred to a particle less than 50 mm in size and stockpile the shredded material (within 250 metres of the shredding area).	tonne	\$
B) Unit price to move Finished Compost to and into the screen and stockpile screened material (within 300 metres of screening area).	m ³	\$
C) Unit price to move source separated wood waste material to and into the shredder, shred to a particle size of 100-150 mm and stockpile the shredded material (within 250 metres of shredding area).	tonne	\$
D) Hourly rate to build, turn and stockpile compost rows (within 250 metres of compost row area).	hour	\$
E) Mobilization and demobilization to Foothills Boulevard Regional Landfill		\$
F) Mobilization and demobilization to Mackenzie Regional Landfill		\$
G) Mobilization and demobilization to Valemount Regional Transfer Station		\$
TENDER SUM FOR FIRST YEAR OF CONTRACT		
1) To move 4,500 tonnes of Organic Material to and into the shredder, shred to a particle less than 50 mm in size and stockpile the shredded material [(4,500 tonnes x unit price A) + E].		\$
2) To prepare 3,000 m ³ of Finished Compost for screening, screen, and stockpile screened material [(3,000 m ³ x unit price B) + E].		\$
TOTAL TENDER SUM FOR FIRST YEAR OF CONTRACT [1+2]		\$

Article 23 of the General Conditions provides that the Unit Prices will be increased by two percent (2%) on the 1st day of July in each successive year that the Contract is in force.

NOTE #1: The quantities listed under Tender Sum for First Year of Contract are estimates only and in no way a guarantee. Their only use is for the purpose of obtaining comparable annual sums between bidders of annual tonnages or volumes.

NOTE #2: The Contractor is advised that the site and conditions are subject to change with the Entrance Relocation Project which includes the construction of a new compost pad. There is also the potential for increased tonnage of material to be processed pending the outcome of the Feasibility Study on Compost Processing and Seasonal Yard Waste Collection in Member Municipalities.

SCHEDULE OF PRICES – FORCE ACCOUNT WORK

The Contractor will supply Force Account hourly rates for equipment that the Contractor may be able to make available for additional work required at the Facility in addition to that specified. List type, make, model, year and serial number and hourly rate of equipment to be utilized.

Note: The hourly rates would apply to the equipment required for shredding and or screening material at Mackenzie Regional Landfill and Valemount Regional Transfer Station.

Type, make, model, year and serial number of equipment	Rate Per Hour (Excluding GST)

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	Position (Job Title)	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

TENDERER'S EXPERIENCE IN SIMILAR WORK

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

LIST OF EQUIPMENT

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

State standby equipment to be used in the event of breakdown of the above, and from where it will be drawn. Please list winterizing equipment used for the equipment.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Current Operating Hours

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Current Operating Hours



GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City Province

Postal Code Phone Number

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

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

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

Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

ES-23-09 Organic Material Shredding and Screening
Foothills Boulevard Regional Landfill

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder 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 Bidder 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



IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. _____

Amount \$ _____

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

Dear Sir:

Re: Irrevocable Letter of Credit No.

In accordance with the Contract to provide services under Contract ES-23-09 Organic Material Shredding and Screening – Foothills Boulevard Regional Landfill, we hereby authorize you to draw on _____ (name and address of bank) Province of British Columbia, for account of _____ (name of Contractor) up to an aggregate amount of _____ Dollars (\$) available on demand for 100% value:

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

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

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

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

Yours truly,

Manager
(On behalf of Name of Bank)



CONTRACT

**Organic Material Shredding and Screening
Foothills Boulevard Regional Landfill**

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")

AND:

CONTRACTOR

a company duly incorporated under the laws of British Columbia and having a place of business at:
address
address, pc

(hereinafter called the "Contractor")

OF THE FIRST PART

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 labour, equipment, transportation, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender ES-23-09, Organic Material Shredding and Screening – Foothills Boulevard Regional Landfill.
 - (b) Commence to actively proceed with the work of the Contract July 1, 2023 and upon execution of the Contract.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Instructions to Tenderers, executed Tender Form, Schedule of Prices, List of Contractor's Personnel, List of Sub-contractors, List of Equipment, Tender's Experience in Similar Work, General Conditions of Contract, Irrevocable Commercial Letter of Credit, Contract Agreement and other Securities, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure 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 Clause 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 the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The contractor at _____
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

_____) _____
Chair) Date
)

_____) _____
GM of Legislative and Corporate Services) Date
)

SIGNED ON BEHALF OF
CONTRACTOR

_____) _____
Signature) 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.

"FACILITY or FACILITIES" means the Foothills Boulevard Regional Landfill, Mackenzie Regional Landfill, and Valemount Regional Transfer Station.

"FINISHED COMPOST" means a humus like product generated by a process of high temperature microbial degradation of organic matter.

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

"ORGANIC MATERIAL" means matter derived from plants or animals suitable for composting.

"PROCESSED MATERIAL" means any Organic Material and/or Source Separated Wood Waste Material that has been loaded, shredded to less than 50 mm in size (for compost), and to between 100 mm to 150 mm (for source separate wood waste), and/or stockpiled at the Facility.

"PROCESSED or PROCESSING" means the moving, loading, shredding and stockpiling of Organic Materials and/or Source Separated Wood Waste Material.

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

"SITE" means the Foothills Boulevard Regional Landfill.

"SOURCE SEPARATED WOOD WASTE MATERIAL" means a portion of construction/demolition waste consisting of only clean wood waste that has been separated from other refuse prior to being received at the Foothills Boulevard Regional Landfill.

"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.

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

"WINDROWS" means Organic Material that is placed in rows and turned periodically by a front end loader.

"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.



“WORK ORDER” means written plan for each service event that details the amount of material to be processed and the agreed upon timelines to process the material for a specific service event.

2. **INTENT OF CONTRACT DOCUMENTS**

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

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

3. **LOCAL CONDITIONS**

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

4. **MANAGER'S STATUS**

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

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

The Contractor will comply with such an order immediately. Neither the giving, nor the carrying out of such orders thereby, entitles the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

5. **REPORTS**

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

6. **SUPERVISOR AND LABOUR**

The Contractor will assign and keep a competent supervisor available at all times. 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 them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor.



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

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of 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 be bondable and 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 their work in a competent manner; appears to act in a disorderly or intemperate manner; appears to be under the influence of drugs or alcohol or is wilfully negligent will, at the written request of the 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 an 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 their obligation under this Contract, or by the laws of British Columbia.

10. **REGIONAL DISTRICT'S TERMINATION OF THE CONTRACT**

In the event of the breach or non-performance of any of the covenants, conditions and agreements contained in this Contract to be performed by the Contractor, the Regional District's delegate, the Manager, reserves the right to suspend this Contract without notice and recover funds, as per Article 29, Monies Due to the Regional District for any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

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

11. **CONTRACTOR'S TERMINATION OF THE 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 Regional District, 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 servant, the Contractor will receive from the



Regional District payment for the Work completed. The Regional District 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 Regional District 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 Regional District payment for the Work completed. Such termination will be effective, upon the Contractor giving notice thereof.

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 their sub-contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any sub-contractor and the Regional District. The Contractor will bind every sub-contractor to the terms of the Contract Documents.

13. **OWNERSHIP**

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

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 twenty-four (24) hours verbal notice to the Contractor, or without notice if any emergency of danger to the work or public exits, the Regional District may, without prejudice to any other remedy, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies will be paid by the Contractor to the Regional District as per Article 29, Monies Due to the Regional District.

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

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



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

16. **INDEMNITY AND RELEASE BY CONTRACTOR**

Notwithstanding the compliance of the Contractor 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 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.

17. **IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) in the amount of five thousand dollars (\$5,000) in Canadian Funds, from a recognized Canadian Financial Institution. The ICLC shall be in a form consistent with the ICLC shown on page 20 of these documents. The ICLC will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Five Thousand Dollars (\$5,000) Security Deposit.

18. **PERMIT AND REGULATIONS**

The Regional District will acquire landfill and composting site operating permits or operational certificates issued by the Province, as necessary.

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

19. **INJURY OR DAMAGE TO PERSONS OR EXISTING PROPERTY**

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

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District. The Contractor will completely and accurately fill out an Incident Report Form and Accident Investigation Form supplied by the Regional District. These forms will be submitted immediately to the Manager.

In the event of damage to the Regional District's property arising from actions of the Contractor the procedure will be as follows:



1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property. The Contractor will completely and accurately fill out an Incident Report Form and Accident Investigation Form supplied by the Regional District. These forms will be submitted immediately to the Manager.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

20. **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, its Sub-Contractor, employees, or agents during the performance of the Contract.

21. **OCCUPATIONAL HEALTH AND SAFETY**

Regional District Facilities are multi-employer work sites as defined in the provincial Workers Compensation Act. The Regional District is recognized as the prime contractor and is responsible for coordinating the occupational health and safety programs of all workers working at Regional District Facilities. The Contractor will ensure that their workers follow all occupational health and safety policies and procedures established by the Regional District and the Contractor. Contractors, their workers or agents not complying with the Regional District's health and safety expectations will be required to stop work and will not 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.

The Contractor shall supervise and enforce compliance with safety procedures which shall be developed and maintained by the Contractor. As part of the safety procedures, the Contractor shall supply and maintain required first aid and safety equipment.

The Contractor and Employee will be required to sign in and out of the site while conducting work on the site.

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.

22. **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.



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 Regional District;
- (b) On a force account basis as specified in these General Conditions.

23. **PAYMENT**

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.

Payment will be made in accordance with the unit price in the Schedule of Prices for actual quantities of completed Work.

Shredding Work payment will be based on weights measured by the Regional District on the Regional District's scale system at the Facility. In the event the scale system is inoperable the Regional District will estimate the weight of Organic Material and or Source Separated Wood Waste Material received and Worked by the Contractor during the period scales are inoperable. The Regional District will supply the applicable data to the Contractor for Work that has been completed. The Contractor will prepare and submit an Invoice to the Regional District for this Work.

Screening Work payment will be based upon volumes of Finished Compost stockpiles, identified to be screened by the Regional District, prior to screening. The Regional District and the Contractor will measure and agree upon the initial volume of material. This volume will form the basis for payment to the Contractor. The Contractor will prepare and submit an Invoice to the Regional District for this Work.

The tendered unit prices and equipment rates will be increased annually by two percent (2%) on Tender rates and Equipment rates on the first day of July in each successive year in which the Contract is in force.

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

- a) That the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work or damage to the Regional District's facilities and equipment has not been remedied.
- c) Where there are affidavits (or an affidavit) of claim of lien, of liens (or a lien) filed, against the site and premises of which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien).
- d) The Regional District has corrected under Article 14 Regional District's Right to Correct Deficiencies.



25. **GOODS AND SERVICES TAX (G.S.T.)**

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

26. **FINANCIAL PENALTY**

The Regional District will notify the Contractor in writing of the agreed upon date on which to begin grinding, screening or building rows within the duration of the Contract. The Regional District may impose a financial penalty of \$3,000 per day for each day the Contractor fails to commence the Works after the agreed upon date.

27. **RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

The Irrevocable Commercial Letter of Credit will be returned to the Contractor within Sixty (60) days following the termination of the Contract where:

- (a) no affidavits or claims of lien have been filed against the lands and premises on which the work was done, and
- (b) the Workers' Compensation Board has, at the request of the Contractor, filed with the Regional District certification that all assessments due by the Contractor have been paid, and
- (c) no actions, suits, claims for damages, charges under provincial or federal status have been initiated.

28. **REMOVAL OF LIENS**

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

29. **MONIES DUE TO THE REGIONAL DISTRICT**

All monies payable to the Regional District by the Contractor under any stipulation herein or as provided in Article 14, Regional District's Right to Correct Deficiencies or Article 30, Liquidated Damages may be retained by the Manager out of any monies due, or which may become due, from the Regional District to the Contractor under this or any other contract with the Regional District, or the Manager may demand payment to the Regional District by the Contractor, or the Manager may deduct monies from the Irrevocable Letter of Credit. The Manager shall have full authority to withhold any estimate, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

The Manager may also, at their discretion, calculate into the monies due to the Regional District the Manager's time, other Regional District staff time, plus a 10% overhead in any event where the Regional District has had to correct deficiencies as per Article 14, Regional District's Right to Correct Deficiencies.

30. **LIQUIDATED DAMAGES**

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



the losses which the Regional District will suffer by reason of delay in the performance of the said work, is hereby agreed upon and fixed as a reasonable measure of the Regional District's costs and determined by the parties hereto as the liquidated damages that the Regional District will suffer by reason of said delay and default, and not as a penalty. The Regional District may deduct and retain the amounts of such liquidated damages as per Article 29, Monies Due to the Regional District.

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

31. **INSURANCE**

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance 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 to require that the Regional District be provided 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 \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability. The Regional District is to be added as an additional insured.
- ii. Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$3,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less \$3,000,000 per occurrence.
- iii. 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 outlined above.

It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

32. **DURATION OF CONTRACT**

The duration of the Contract will begin on July 1, 2023 at 12:01 a.m. and the Contract will remain in force until midnight June 30, 2026. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each renewal will be for a one year period and the total Contract duration will not exceed five (5) years. Each period of renewal shall be as per the pricing, terms and conditions as originally tendered.



33. **WORKSAFEBC**

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

Prior to undertaking any of the Work in this Service Agreement, the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

Out of Province Contractors will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a Contractor to be registered with another Province's Worker's Compensation Board, or like organization, the Contractor will provide the Regional District with their registration number and written documentation confirming that the Contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

34. **COVID-19**

The Regional District of Fraser-Fort George has a Communicable Disease Plan and supporting program to minimize the risk of COVID-19 and other identified infectious agents capable of transmission in our operations. The Regional District has implemented a COVID-19 targeted vaccination compliance program as an additional measure towards protecting our workers, contractors and customers from workplace exposure to the COVID-19 virus and to take reasonable measures to ensure uninterrupted service delivery. Any Regional District employees working with the Contractor or the Contractor's workers will be fully vaccinated. The Contractor will ensure that any workers it provides for this project that are required to work inside a Regional District facility or work side-by-side with Regional District employees are fully vaccinated.

Fully vaccinated individuals are those that have obtained a full series of COVID-19 vaccines authorized by Health Canada. All Individuals must be prepared to provide proof of vaccination by way of a BC Vaccine Card in a digital or paper version (or equivalent format if vaccinated in a different jurisdiction) when requested to do so. Contractor's that do not reside in Canada and commute across border will be required to produce validated International Entry documentation prior to entering Regional District facilities.

35. **FORCE ACCOUNT WORK**

The Regional District at its sole discretion may hire the Contractor's equipment for work to be undertaken in addition to that specified in this Contract. The Contractor will make their equipment available to the Regional District at the hourly rates listed in the Schedule of Prices – Force Account Work. Such work will not interfere with the Contractor's ability to complete the Work as required in the Contract.

The Regional District reserves the right to do extra work itself or contract to others at its sole discretion.

36. **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 Manager a written notice of protest in the form prescribed



herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the Manager or the time at which the Contractor determines that 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.

37. **DISPUTE RESOLUTION**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the contractor and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

38. **RIGHTS OF WAIVER**

A waiver, or any breach of any provision of this ITT 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.

39. **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 or unenforceable, the validity of the remaining paragraphs hereof will not be affected.

40. **GOVERNING LAWS**

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

41. **OWNERSHIP AND FREEDOM OF INFORMATION**

Tenders will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this ITT. Each tender should clearly identify any information that is considered to be confidential or proprietary information. Tenderers are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including tenders, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for tenderers, upon request by a tenderer, subject to the *Freedom of Information and Protection of Privacy Act*.

42. **FORCE MAJEURE**

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, 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 as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Article 37 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 Article 23 of this Agreement, as may be agreed by the Contractor, or as determined under Article 37 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 Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Article 11 of this Agreement.

43. **NOTICE OF PROTEST**

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	



OPERATIONAL SPECIFICATIONS

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1. GENERAL

- 1.1 These specifications describe: the handling, shredding and screening of Organic Material and Finished Compost, the building, turning and handling of Windrows, and the handling, and shredding of Source Separated Wood Waste Material at the Foothills Boulevard Regional Landfill.

The primary working surface for handling Organic Material at the Foothills Boulevard Regional Landfill site is on an asphalt-paved surface. Finished compost is temporarily stored off the asphalt pad. Source Separated Wood Waste Material will be contained and processed in an area separate to the composting facility.

- 1.2 The Contractor will at their own expense pay for, supply and maintain all equipment, labour and materials to conduct the Work in accordance with the conditions herein.
- 1.3 Only the Organic Material received by the Regional District at the Facility for the purpose of composting and Source Separated Wood Waste Material form part of this Contract.
- 1.4 The Facility operates in accordance with permits and operational certificates issued by The Ministry of Environment and Climate Change Strategy to the Regional District. The operation will also comply with guidelines outlined in the Regional District of Fraser-Fort George Regional Solid Waste Management Plan, current and future design, operation and closure plans, 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 operating procedures and carry out the Work in a timely, neat and orderly manner.
- 1.6 All salvage arrangements, including controlled removal of materials from the site, will be the responsibility of the Regional District. Nothing in the Contract Documents is to be interpreted as giving the Contractor exclusive rights to accept and process recyclable or salvageable materials at the Facility. Unauthorized salvaging is terms for immediate termination of the Contract.
- 1.7 The Facility is located in a wildlife interface area and can attract wildlife. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.
- 1.8 The Contractor will ensure that their workers and sub-contractors do not smoke anywhere within the Facility.
- 1.9 The Contractor will not commence any Work until the Contractor receives a written Work Order from the Regional District detailing the amount of material to be processed and an agreed upon timeline to process the material.
- 1.10 The Contractor will make good on any damages to Regional District property during the term of this contract.

2. OPERATING HOURS

- 2.1 Work will be conducted during the Facility's normal operating hours.
- 2.2 The Contractor and staff will be required to sign in and out of the site while conducting work at the facility.
- 2.3 Work conducted outside of the Facility's normal operating hours requires advanced approval from the Manager. Such requests will be made in writing to the Manager.



3. SHREDDING (GRINDING) ORGANIC MATERIAL

- 3.1 Organic Material received for shredding includes, but is not limited to, grass, lawn and hedge clippings, grass sod, flowers, weeds, leaves, vegetable stalks, shrubs, shrub and tree branches, wood chips and clean wood waste. The Regional District may expand materials accepted for composting in the future to include food waste and other Organic Materials suitable for composting.
- 3.2 The Regional District will receive and stockpile the Organic Materials in designated receiving areas.
- 3.3 The Regional District does not warrant that Materials to be Processed will be free of contaminants. The Contractor shall inspect any material considered for Processing for contaminants and remove the contaminants in order to avoid undue wear or damage to their equipment.
- 3.4 The Contractor shall not be paid for rejected materials that are not Processed. The Regional District will be responsible for disposal of contaminants and rejected material.
- 3.5 The Contractor shall be responsible for all operations and Work associated with the shredding (grinding) of the Organic Material, including, but not limited to, loading into the shredder, moving the shredder as needed on-site to access material, shredding and simultaneously mixing materials to produce a homogeneous compostable mixture of Organic Materials consisting of particles not greater than 50 mm in size and stockpiling as directed by the Regional District.
- 3.6 The shredded material shall contain less than 15 percent by weight of material greater than 50 mm.
- 3.7 Oversize material shall be placed back into the shredder, stockpiled, or transported away from the composting area by the Contractor, at the discretion of the Regional District and at the Contractor's expense.
- 3.8 The Contractor will not be eligible for payment for any oversized Material that is not placed back into the shredder or for any other material or contaminant that is deemed unsuitable for composting and is not shredded.
- 3.9 Frequency of shredding will be at the discretion of the Regional District.

4. SCREENING

- 4.1 Finished Compost will be screened to produce a fine-screened product free of inorganic contaminants and to recover oversized material for further Processing.
- 4.2 Only those curing piles or stockpiles of Finished Compost or Organic Matter identified by the Regional District will be screened.
- 4.3 The Contractor and the Regional District will each measure and agree upon the volume of material to be screened prior to screening.
- 4.4 The Contractor shall be responsible for all operations associated with screening the Finished Compost, including but not limited to, loading into the screen, cleaning the screen, moving the screen as needed on-site to access materials, stockpiling all screened materials as directed by the Regional District.



- 4.5 The Contractor will be responsible for estimating moisture content, bulk density or anything else that may or will be used to determine the screens ability to perform the Work as required.
- 4.6 The screened Finished Compost shall contain less than 5 percent by weight of material greater than 13 mm (1/2 inch).

The Contractor shall demonstrate that the screening plant will meet this specification.

- During the first eight hours of operation the Regional District may select random samples of the fractions of screened material.
- The method of testing the performance standard will be by a sieve analysis.

If the Contractor is unable to meet these specifications, they will be allowed to adjust their equipment and operate for another eight hours during which time another sieve analysis will be performed. If the Contractor is still unable to meet the specifications after the third such trial then the Contract may be terminated and the Contractor will remove their equipment immediately from the Facility.

After the initial start up the Regional District may select, at random, samples of the fractions of screened Finished Compost material throughout the term of the Work to verify that screened materials meets the specifications. If after three trials the Contractor is unable to comply with the specifications the Contract may be terminated.

- 4.7 The Contractor shall stockpile all fractions of the screening process in designated areas and in a manner acceptable to the Regional District. The Contractor shall take care to pick up all the designated Finished Compost to ground level but shall not pick up surface soils or materials when stockpiling the screened material.
- 4.8 The frequency of screening will be at the discretion of the Regional District.

5. BUILDING WINDROWS

- 5.1 Organic material that has been processed through the grinder will be built into windrows.
- 5.2 A Windrow cycle is made up of; the initial building of the windrows, 7 (seven) turns of the windrows (once a week for seven weeks), a curing period of up to 21 (twenty-one) days, and the end of the cycle where the windrows are removed and stockpiled in an area determined by the Regional District. The number of Windrow cycles will be determined by the Regional District.
- 5.3 The Windrows will be built on the asphalt pad. The configuration of the Windrows will be such that the outer most row is more than 3 meters away from the edge of the asphalt pad. Windrows will be built in sections to allow for the runoff of water to the drains.
- 5.4 The building of Windrows will take place Monday to Friday for the purpose of odour control.

6. SHREDDING (GRINDING) AT MACKENZIE AND VALEMOUNT FACILITIES

- 6.1 Organic Material is collected at the Mackenzie Regional Landfill and the Valemount Regional Transfer Station.
- 6.2 The Regional District will receive and stockpile the Organic Material in designated receiving areas.
- 6.3 The Contractor shall be responsible for all operations and Work associated with the shredding (grinding) of the Organic Material including, but not limited to, loading into the shredder, moving the shredder as needed on-site to access material, shredding and simultaneously mixing



materials to produce a homogeneous compostable mixture of Organic Materials consisting of particles not greater than 50 mm in size and stockpiling as directed by the Regional District.

- 6.4 Shredded material may be stockpile or laid out in static windrows.
- 6.5 Shredding at the Mackenzie Regional Landfill and Valemout Regional Transfer Station will be priced according to the hourly rates listed in the Schedule of Prices – Force Account Work. The Regional District and the Contractor will agree in writing, to an estimate of hours required before the work commences.
- 6.6 The frequency of shredding at the Mackenzie Regional Landfill and the Valemout Regional Transfer will be at the discretion of the Regional District. The frequency may increase pending the outcome of the Feasibility Study on Compost Processing and Seasonal Yard Waste Collection in Member Municipalities.

7. SHREDDING (GRINDING) SOURCE SEPARATED WOOD WASTE MATERIAL

- 7.1 Source Separated Wood Waste Material received for shredding includes, but is not limited to, clean wood waste.
- 7.2 The Regional District will receive and stockpile the Source Separated Wood Waste Materials in designated receiving areas.
- 7.3 The Regional District does not warrant that materials to be processed will be free of contaminants. The Contractor shall inspect any material considered for Processing for contaminants and remove the contaminants in order to avoid undue wear or damage to their equipment.
- 7.4 The Contractor shall not be paid for rejected materials that are not processed. The Regional District will be responsible for disposal of contaminants and rejected material.
- 7.5 The Contractor shall be responsible for all operations and Work associated with the shredding (grinding) of the Source Separated Wood Waste Material, including, but not limited to, loading into the shredder, moving the shredder as needed on-site to access material, shredding of Source Separated Wood Waste Materials consisting of particles between 100mm to 150 mm in size and stockpiling as directed by the Regional District.
- 7.6 The shredded material shall contain less than 15 percent by weight of material greater than 150 mm.
- 7.7 Oversize material shall be placed back into the shredder, stockpiled, or transported away from the area by the Contractor, at the discretion of the Regional District and at the Contractor's expense.
- 7.8 The Contractor will not be eligible for payment for any oversized Material that is not placed back into the shredder or for any other material or contaminant that is deemed unsuitable for composting and is not shredded.
- 7.9 Frequency of shredding will be at the discretion of the Regional District.

8. CONTRACTOR'S EQUIPMENT

The Contractor will provide all equipment necessary to meet the requirements of the Contract. The Contractor shall keep their equipment in good repair at all times.



8.1 SHREDDER

The shredder (grinder) will be a model originally designed and built specifically for the shredding or grinding of Organic Material and should not be converted from some other use. At a minimum the shredder or grinder must:

- Be able to process leaves, grass clippings, food waste, brush and tree branches and reduce the material to a size not greater than 50 mm;
- Be able to process source separated wood waste material and reduce the material to a size between 100 mm and 150 mm.
- Be capable of processing, at a minimum, 20 tonnes of finished product per hour;
- Have a discharge conveyor capable of discharging shredded material into a dump truck or into a stockpile;
- Be capable of separating metal contaminants prior to stockpiling.

8.2 SCREENER

The screener will be a model that was originally designed and built specifically for the screening of Organic Material and Finished Compost and should not be converted from some other use. The following specifications are required:

- Be capable of producing a finished product that is no greater than 13 mm in size;
- Be of a design capable of screening, at a minimum, 90 m³ of Finished Compost per hour;
- Be capable of separating metal contaminants prior to stockpiling.

8.3 OTHER EQUIPMENT

The Contractor will provide at their expense, any equipment required for the completion of the Work. This equipment may include excavators, loaders and trucks. All equipment will be models that were originally designed and built specifically for the work it will be completing.

8.4 MAINTENANCE AND REPAIR OF CONTRACTOR'S EQUIPMENT

The Contractor will maintain and repair their equipment to the manufacturer's original recommended specifications. Any modifications made to equipment that do not meet the manufacturer's original recommended specifications require written approval from the Manager. The Contractor will keep, maintain and operate their equipment in a condition consistent with the provincial Workers Compensation Act.

9. TRAFFIC CONTROL DEVICES

The Regional District will provide informational signs, directional devices, barricades and fencing required for notifying others that the Contractor is working and for preventing unauthorized traffic flow within the Contractor's work area. The Contractor will erect, move, place, relocate and maintain these devices as required.

10. CONTRACTOR'S PERSONNEL

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

- (a) The supervisor will be identified in writing to the Manager and will be onsite to supervise the work at all times during the process;

- (b) A sufficient number of experienced and trained equipment operators and labourers to complete the performance of the Work.

11. SECURITY

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

12. DUST CONTROL AND GENERAL HOUSEKEEPING

The Contractor will ensure that the asphalt pad is maintained throughout the processing, transport, and stockpiling of materials. This includes: keeping the material at least two meters from the edge of the asphalt pad, removal of material from the drain pathways, and general clearing of loose material off the pad into the designated stock piles.

- 12.1 The Contractor will be responsible for supplying dust control within the designated grind area and may require additional equipment to maintain the dust level to a minimum.

13. REPAIR AND MAINTENANCE WORK

The Contractor will not store any fluids, lubricants, filtration devices, ozone depleting substances and any other materials at the Facility without the written approval of the Manager.

- 13.1 The Regional District does not provide an on-site repair facility for the Contractor's use.
- 13.2 The Contractor will not do any repair or maintenance work on their equipment at the Facility without the written approval of the Manager. The written request to the Manager must include the Contractor's plan to manage, store and dispose of fluids, lubricants, filtration devices, ozone depleting substances and anything else that may contaminate the ambient environment.
- 13.3 The Contractor will handle and store all fluids, lubricants, filtration devices, ozone depleting substances and anything else that may contaminate the ambient environment in a manner that does not allow for these materials to be introduced into the ambient environment. The Contractor must store and dispose of these materials in accordance with local, provincial and federal criteria and regulations.
- 13.4 Repair work will not interfere with the Work required herein.

14. FIRE CONTROL

The Contractor will be responsible for any fire introduced into the Works.

- 14.1 The Contractor will be responsible for the protection from fire, areas within the Facility as well as the immediately adjacent properties in as much as a fire in the Work or as a result of performing the Work may affect them. No fires are permitted within the Facility without the written approval of the Manager. The Contractor will take all necessary and proper steps to see that all materials handled in the course of the Work is treated in such a manner as to prevent fire from breaking out at the Facility.
- 14.2 The Contractor will, in the event of fire within the Facility property, operate their equipment as directed by the Manager or the Chief of the Fire Department to control and extinguish the fire. In all cases where there is a fire within the Facility the Contractor will make their equipment available for firefighting purposes at the force account rate.

- 14.3 The Contractor will immediately notify the Regional District should they or their workers observe smoke or flame.

15. RECORD KEEPING

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

15.1 HEALTH AND SAFETY PLAN

The Contractor must prepare a Health and Safety plan in accordance with the provincial Workers Compensation Act. A copy will be submitted to the Regional District prior to commencing the Work. The Contractor's workers must acknowledge the plan by signing a form that is to be kept on file at the Contractor's head office. Training procedures and training records for each worker will be kept on file at the Contractor's head office.

15.2 SAFETY MEETINGS

The Contractor will have monthly safety meetings with their workers. Minutes of safety meetings will be kept on file at the Contractor's head office.

15.3 EQUIPMENT MAINTENANCE LOGS

The Contractor will maintain equipment maintenance records for each machine operating at the Facility. The records will detail regular maintenance, repair work and equipment inspections. These logs will be kept on file at the Contractor's head office.

15.4 SIGNING IN AND OUT OF THE SITE

The Contractor will sign in and out of the Site using the Contractor sign in book located at the Landfill scalehouse.

16. DAMAGE TO REGIONAL DISTRICT'S FACILITIES

- 16.1 The Contractor will be responsible for any damage they cause to Facility buildings, fences, gates, surfaces or other structures as set or established. These buildings, fences, gates, surfaces or other structures will be repaired and/or replaced to their original condition at the Contractor's expense.
- 16.2 The Contractor will be responsible for any damage they cause to Facility survey reference points as set or established. These survey reference points will be repaired and/or replaced to their original condition at the Contractor's expense.
- 16.3 The Contractor will be responsible for any damage they cause to Facility environmental monitoring stations as set or established. These environmental monitoring stations will be repaired and/or replaced to their original condition at the Contractor's expense.



Appendix A - Incident Report



**REGIONAL DISTRICT
of Fraser-Fort George**

**FOOTHILLS BOULEVARD REGIONAL LANDFILL
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. Staff Member 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 Supervisor:

DATE: _____ TIME: _____ AM/PM

EMPLOYEE: _____ SUPERVISOR: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____



Appendix B - Accident Report



A. INVESTIGATING PERSON(S):

NAME: _____

DATE: _____
TIME: _____ AM/PM

B. WORKERS INVOLVED:

NAME _____

TITLE _____

NAME _____

TITLE _____

NAME _____

TITLE _____

DATE AND TIME OF ACCIDENT/INJURY/INCIDENT: _____ : _____
HH : MM

AM _____
 PM _____ DD / MM / Y

NATURE OF EVENT

DANGEROUS
(NO INJURY)

FIRST AID

MEDICAL TREATMENT ONLY
(NO TIME LOSS)

WORKER INJURY
(WITH TIME LOSS)

OTHER _____
(EXPLAIN)

DESCRIPTION OF EVENT (USE A SEPARATE SHEET IF NECESSARY)

ACCIDENT CAUSE(S)

ACCIDENT CONTRIBUTING FACTOR(S):

PREVENTATIVE ACTION(S)

C. WITNESSES:

NAME _____

TITLE _____

NAME _____

TITLE _____

ATTACH STATEMENTS FROM WITNESSES TO THIS REPORT

D. FOLLOW UP ACTION(S):

E. RECOMMENDATIONS:

F. SIGNATURE(S)

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____

A GUIDE TO ACCIDENT INVESTIGATION

In order to ensure a safe workplace, the Regional District will investigate accidents (including near-misses), exposures, injuries, and occupational diseases.

An **accident** is an unexpected event or series of events that cause or have potential to cause physical harm to a worker. An accident occurs at a specific date and time. An accident may result in zero, one or many injured workers.

An **exposure** is the subjection to harmful conditions that, over a period of time, have the potential to result in abnormal health conditions, injury, or occupational disease. An exposure has an event start date and time and ends at an end date and time. An exposure may result in zero, one or many injured workers.

- The Regional District will investigate an accident or exposure when it resulted in injury requiring medical treatment, or had a potential for causing serious injury.
- An incident should be investigated as soon as possible after the occurrence.
- The incident should be investigated as soon as possible after the occurrence.
- The incident should be investigated by 2 people, one of whom should be familiar with the work process being carried out at the time of the incident. If feasible, include the participation of one worker representative and one employer representative.
- The purpose of investigation is to determine cause (or causes) so corrective action(s) can be taken to prevent recurrence.

PURPOSE OF AN ACCIDENT INVESTIGATION

An accident investigation should answer the questions: WHO, WHERE, WHEN, WHAT, WHY and HOW.

<i>This form collects information that answers:</i>	WHO Employer, injured worker other person(s) involved	WHERE Location of incident	WHEN Date and time of incident						
<i>Your description of the accident will answer:</i>	WHAT	<p>Before the accident</p> <ul style="list-style-type: none"> ◆ What happened before the accident? ◆ What were the events that led up to the accident? ◆ What was the worker doing immediately prior to the accident? <p>At the time of the accident</p> <ul style="list-style-type: none"> ◆ What happened at the time of the accident? ◆ What was the worker doing at the time of the accident? ◆ What was the last event before the worker got injured? <p>After the accident</p> <ul style="list-style-type: none"> ◆ What happened after the accident? ◆ Who were involved? ◆ What treatment, if any, was given to the injured worker? <p>Other information</p> <ul style="list-style-type: none"> ◆ Other observations ◆ Other related information 							
<i>Accident cause(s) and contributing factor(s)</i>	WHY	From the "What", you should be able to identify the hazard(s) that the worker was exposed to and thus why the accident occurred.							
<i>Preventative action(s) section will answer:</i>	HOW	<p>Once you know "Why" an accident occurred, you can now determine "How" to prevent recurrence. For example:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">- Action to improve maintenance program</td> <td style="width: 50%;">- Establish or revise safe job procedures</td> </tr> <tr> <td>- Equipment/building repair or replacement</td> <td>- Installation of guard or safety device</td> </tr> <tr> <td>- Establish closer supervision</td> <td>- Training/retrain person(s)</td> </tr> </table>		- Action to improve maintenance program	- Establish or revise safe job procedures	- Equipment/building repair or replacement	- Installation of guard or safety device	- Establish closer supervision	- Training/retrain person(s)
- Action to improve maintenance program	- Establish or revise safe job procedures								
- Equipment/building repair or replacement	- Installation of guard or safety device								
- Establish closer supervision	- Training/retrain person(s)								

PURPOSE OF AN ACCIDENT INVESTIGATION

To determine the most probable cause and contributing factors, consider details of the investigation and, where possible, the worker's statement. Determine if the accident was due to an ACT of an individual, a CONDITION of the working environment, or a PERSONAL FACTOR inherent in an individual at the time of the accident.

Unsafe Act – A specific action or lack of action by an individual which would be considered UNDER THE INDIVIDUAL'S CONTROL. Generally, violation of safety rules or disregard of a hazard would be considered unsafe acts unless specific criteria indicate a personal factor to be in the cause. Examples:
 Abuse of equipment, willful misconduct
 Jumping from elevations
 Not following established rules
 Backing up with no guide

Personal Factor – where there is evidence of a deficiency in ability, physical conditions or mental attitude; and UNCONTROLLABLE FACTOR inherent in an individual at the time of the accident. Examples:
 Work fatigue due to manual exertion
 Influence of emotional problems
 Illness or allergy
 Influence of alcohol or drugs suspected

Unsafe Environment or Condition – A situation or event NOT CONTROLLABLE BY THE INDIVIDUAL (a condition causing an allergic reaction to some but not most workers should be considered personal factor and not an unsafe condition). Inadequate training or instruction should be considered a condition as opposed to a deficiency in skill or ability. Examples of Unsafe environment or condition:
 Poor housekeeping, congested area
 Failure of equipment, tool
 Personal protective equipment not available
 Poor visibility (eg – foggy)
 Poor weather conditions
 Pressurized material
 Object lacks suitable handles
 Orientation training lacking or inadequate

Improper Procedure – Examples:
 Inadequate inspection
 Not locked out
 Failure to report unsafe conditions
 Failure to get help
 Work standard not available or inadequate
 Safety program evaluation lacking
 Improper use of equipment or tool