



REGIONAL DISTRICT of Fraser-Fort George

ROLL-OFF BIN HAULING SERVICES VANWAY REGIONAL TRANSFER STATION

INVITATION TO TENDER ES-18-01



Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
Telephone: 250-960-4400 / Toll-free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdffg.bc.ca>



TABLE OF CONTENTS

INVITATION TO TENDER	1
INSTRUCTIONS TO TENDERERS.....	2
ACKNOWLEDGEMENT LETTER.....	7
BIDDER CHECKLIST	8
TENDER FORM.....	9
SCHEDULE OF PRICES – TENDERED PRICE	11
LIST OF SUB-CONTRACTORS	12
TENDERER’S EXPERIENCE IN SIMILAR WORK.....	12
LIST OF EQUIPMENT	13
GOODS AND SERVICES TAX INFORMATION.....	14
IRREVOCABLE COMMERCIAL LETTER OF CREDIT.....	15
CONTRACT AGREEMENT	16
GENERAL CONDITIONS	18
NOTICE OF PROTEST.....	30
OPERATIONAL SPECIFICATIONS	31



INVITATION TO TENDER

The Regional District of Fraser-Fort George invites tender submissions for Roll-off Bin Hauling Services for the Vanway Regional Transfer Station.

Sealed Tenders will be received by the General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 2:00 p.m. on Monday, February 26, 2018. Tenders will be opened in public at 2:15 p.m. on Monday, February 26, 2018 at the Regional District office.

Tenders must be received with the organization or individual's name, full mailing address, "**Invitation to Tender ES-18-01 Roll-off Bin Hauling Services - Vanway Regional Transfer Station**" clearly marked on the outside of a sealed envelope **as well as** on the outside of the Courier envelope/box if being sent by courier.

The Work to be performed under this Contract is described as the supply of six (6) roll-off containers and the transport of these containers between the Vanway Regional Transfer Station and the Foothills Boulevard Regional Landfill. Four (4) containers (55 cubic yards) will be used for the purpose of waste disposal and two (2) containers (minimum 40 cubic yards) will be used for the purpose of yard and garden waste disposal at the Vanway Regional Transfer Station.

Tender Documents may be obtained on or after January 26, 2018:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca ,
- B) On the BCBid® website at www.bcbid.gov.bc.ca, or
- C) In a hard copy format from the Service Centre at 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday excluding Statutory holidays. The cost for each hard copy tender package is twenty-five dollars (\$25) (tax included) and is non-refundable.

A mandatory pre-tender site meeting will be held at **10:00 a.m. on Friday, February 2, 2018** at the Vanway Regional Transfer Station site. Tender submissions received from any bidder who did not attend the mandatory site meeting will be rejected.

The lowest or any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders. Tenders submitted by fax, electronically or not in original Regional District format will **NOT** be accepted.

For further information please contact:

Petra Wildauer
General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959 / Fax: 250-562-8676
Email: pwildauer@rdffg.bc.ca

INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

Regional District of Fraser-Fort George
Roll-off Bin Hauling Services – Vanway Regional Transfer Station
Invitation to Tender ES-18-01
May 1, 2018 – April 30, 2020

Tenders not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.

Tender Documents

Tender Documents may be obtained on or after January 26, 2018:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca,
- B) On the BCBid® website at www.bcbid.gov.bc.ca, or
- C) In a hard copy format from the Service Centre at 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday excluding Statutory holidays. The cost for each hard copy tender package is twenty-five dollars (\$25) (tax included) and is non-refundable.

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

Inquiries relating to this Tender must be directed to:

Petra Wildauer, General Manager of Environmental Services
Phone: 250-960-4400 / Fax: 250-562-8676
Email: pwildauer@rdffg.bc.ca

Acknowledgement Letter

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and email or fax the signed Acknowledgement Letter to the attention of Petra Wildauer, General Manager of Environmental Services.

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

Any respondent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

Closing Date and Opening of Tenders

Sealed Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd Floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Monday, February 26, 2018 to be opened in public at 2:15 p.m. on Monday, February 26, 2018 in the Regional District Office at 155 George Street, Prince George, BC.

Tender Submissions

Tenderers will complete pages 9 through 14 and submit these pages, along with their security deposit, in a **sealed envelope**. **The following information must be written on the outside of the sealed envelope containing the tender submission as well as the outside of the courier envelope if applicable:**

- A. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George BC V2L 1P8
- B. Regional District of Fraser-Fort George
Roll-off Bin Hauling Services – Vanway Regional Transfer Station
Invitation to Tender ES-18-01
- C. Responding Organization's name and address.

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

Any Tender received after the closing date and time (Monday, February 26, 2018 at 2:00 p.m.) will be considered disqualified and will be returned unopened to the respondent.

Regional District's Right to Reject Tender

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

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

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

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

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

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

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

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

Proof of Ability

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

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

Evaluation of Tenders

The tender submission should be clear, concise and complete. The Regional District shall be the sole judge of a tender and its decision shall be final. The following criteria will be used by Regional District staff to evaluate tenders received:

- a. *Tenderer's Qualification and Experience*
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*
 - past contract and work experience with the Regional District
 - references
 - completion of previous contracts
- c. *Budget/Bid Price*
 - price submitted for works being requested
 - pricing for works compared to industry standards
- d. *Equipment Standards and Back-Up Equipment Plan*
 - 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

Security Deposit

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

Irrevocable Commercial Letter of Credit

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) in the amount of ten thousand dollars (\$10,000) in Canadian Funds, from a recognized Canadian Financial Institution. The ICLC shall be in a form consistent with the ICLC shown on page 15 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.

Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or any other documents herein or having any doubts on the meaning or intent of any part thereof, should immediately request in written form, either by fax, by Email or by mail, clarification from Petra Wildauer, General Manager of Environmental Services. Upon receipt of the written request for clarification, Mrs. Wildauer will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the Contractor's risk.

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

Examination of Contract Documents and Site

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

The Contractor will examine the site and its surroundings and, before submitting his Tender will satisfy himself as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means of access to the site, the accommodation he may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence his Tender.

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

Bid Prices

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

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

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.

Location of Site

The Vanway Regional Transfer Station is located within the City of Prince George at 6556 Broddy Road.

Mandatory Pre-Tender Site Meeting

A **mandatory site meeting** will be held for all prospective bidders. The meeting will be held at the Vanway Regional Transfer Station at 10:00 a.m., Friday, February 2, 2018. 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.**

Start and Duration of Contract

The Contract will begin on May 1, 2018 at 12:01 a.m. and the Contract will remain in force until midnight April 30, 2020. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. 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 the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

E-Mail

Date

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

Return immediately to:

Petra Wildauer, General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Fax Number: 250-562-8676



BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

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

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

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

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George BC V2L 1P8
- Regional District of Fraser-Fort George
Roll-off Bin Hauling Services - Vanway Regional Transfer Station
Invitation to Tender ES-18-01
- Responding Organization's name and address.

TENDER FORM

Date: _____
(To be completed by Tenderer)

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

ATTENTION: General Manager of Financial Services

Dear Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Irrevocable Commercial Letter of Credit, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and being satisfied as to the sufficiency of the Tender, the undersigned agrees to furnish all labour, equipment, materials, supervision and services and do all Work necessary for and reasonably incidental to the supply and handling of roll-off bins at the Vanway Regional Transfer Station as specified, in accordance with the Contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the unit rate shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender closing and will not be withdrawn during that period of time.

The Tendered price in the Schedule of Prices does not include GST/PST, as applicable, however, does include all other taxes, duties and any other additional charges on any or all materials, equipment and labour, and it is understood that payment will be made for the completion of all work specified in the Contract on the basis of the price Tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the Contractor.

The undersigned agrees that the Sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list without written approval of the Regional District.

If the undersigned is notified in writing of the acceptance of this proposal, they agree that within fourteen (14) days of the date of the acceptance notice, they will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the Contract documents and within the time stated in the Tender documents.

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

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

The undersigned agrees that the Regional District of Fraser-Fort George reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

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

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

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

Signed, Sealed and Delivered by:

Name of Tenderer (Company) and Corporate Seal

In the presence of:

Signature and Seal of Individual Tenderer
(Seal affixed before Signature)

(Witness to individual Tenderer or authorized
signing officer of Corporate Tender)

Address of Tenderer



SCHEDULE OF PRICES – TENDERED PRICE

To supply all necessary equipment, labour, materials, supervision and all things necessary for roll-off bin hauling services and rental of six (6) roll-off containers at the Transfer Station in accordance with the attached **General Conditions and Operational Specifications**.

1) Unit price **per bin**, to transport roll-off bin containers between the Vanway Regional Transfer Station and the Foothills Boulevard Regional Landfill in accordance with the Contract Specifications

- A. Price per bin hauled _____
- B. GST/PST, as applicable _____
- C. **TOTAL** per bin hauled _____

2) Unit price **per month**, to supply and maintain six (6) roll-off containers in accordance with the Contract Specifications

- A. Price/month (for 6 bins) _____
- B. GST/PST, as applicable _____
- C. **TOTAL** bin rental/month _____
- D. **TOTAL** bin rental/year (C x 12) _____

3) Unit price **per hour**, for after-hours emergency response

- A. Price per hour _____
- B. GST/PST, as applicable _____
- C. **TOTAL** _____



LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-contractors employed by him will be as listed below and further agrees that no changes or additions will be made to this 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 he proposes to use at the Facility to complete the Work herein. No changes or additions will be made to this list without the written approval of the Regional District.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight



GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City

Province

Postal Code

Phone Number

Are you an GST Registrant? Yes ____ No ____

If YES, please indicate your registration number: _____

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

- Supplier qualifies as a small supplier under s.148 of the legislation
- Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. _____

Amount \$ _____

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

Dear Sir:

Re: Irrevocable Letter of Credit No.

In accordance with the Contract to supply and haul roll-off bins for the Vanway Regional Transfer Station, under Contract ES-18-01 Roll-Off Bin Hauling Services – Vanway Regional Transfer Station, we hereby authorize you to draw on _____ (name and address of bank) Province of British Columbia, for account of _____ (name of Tender) up to an aggregate amount of ten thousand dollars (\$10,000) available on demand for 100% value.

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

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

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

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

Yours truly,

Manager
(On behalf of Name of Bank)



CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

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 SECOND PART

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

1. The Contractor will:
 - (a) Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Roll-off Bin Hauling Services – Vanway Regional Transfer Station" Contract ES-18-01 for the term May 1, 2018 to April 30, 2020 and;
 - (b) Commence to actively proceed with the Work of the Contract on May 1, 2018.

2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

3. The Instructions to Tenderers, executed Tender Form, Schedule of Prices, List of Contractor's Personnel, List of Sub-contractors, List of Equipment, Tender's Experience in Similar Work, General Conditions of Contract, Contract Agreement and other Securities, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.

GENERAL CONDITIONS

1. DEFINITION OF TERMS.....	19
2. INTENT OF CONTRACT DOCUMENTS	20
3. LOCAL CONDITIONS	20
4. MANAGER'S STATUS	20
5. REPORTS	20
6. SUPERVISOR AND LABOUR.....	20
7. CHARACTER OF WORKERS.....	21
8. ASSIGNMENT OF CONTRACT	21
9. CONFIDENTIALITY	21
10. REGIONAL DISTRICT'S TERMINATION OR SUSPENSION OF CONTRACT	21
11. CONTRACTOR'S TERMINATION OF CONTRACT	22
12. SUB-CONTRACTS.....	22
13. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES.....	22
14. REGIONAL DISTRICT'S RIGHT TO EXPAND OR LET ADDITIONAL CONTRACTS.....	22
15. INDEMNITY AND RELEASE BY CONTRACTOR	22
16. IRREVOCABLE COMMERCIAL LETTER OF CREDIT	23
17. PERMIT AND REGULATIONS.....	23
18. INJURY OR DAMAGE TO PERSONS OR PROPERTY	23
19. PROTECTION OF WORK AND PROPERTY	23
20. OCCUPATIONAL HEALTH AND SAFETY	23
21. CHANGES IN THE WORK.....	24
22. PAYMENT	24
23. GOODS AND SERVICES TAX (GST).....	24
24. FUEL SURCHARGE	25
25. PAYMENT WITHHELD OR DEDUCTED.....	26
26. MONIES DUE TO THE REGIONAL DISTRICT	26
27. LIQUIDATED DAMAGES	27
28. REMOVAL OF LIENS.....	27
29. RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT	27
30. INSURANCE.....	28
31. DURATION OF CONTRACT	28
32. WORKSAFE BC	28
33. CONTRACT PERFORMANCE REVIEWS.....	28
34. DISPUTED WORK	29
35. RIGHTS OF WAIVER.....	29
36. SEVERABILITY	29
37. NOTICE OF PROTEST	30

1. DEFINITION OF TERMS

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

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

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

"FACILITY or FACILITIES" means the Vanway Regional Transfer Station.

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

"LANDFILL" means the Foothills Boulevard Regional Landfill solid waste receiving facility at 6595 Foothills Boulevard which is used for the deposit of Refuse and additional waste and is used for the temporary storage of source separated residual material.

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

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

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

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

"SUB-CONTRACTOR" means any person, firm or corporation approved by the Regional District having a contract for the execution or a part of parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who merely furnished material not so worked.

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

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

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

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

2. INTENT OF CONTRACT DOCUMENTS

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

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

3. LOCAL CONDITIONS

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

4. MANAGER'S STATUS

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

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

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

5. REPORTS

The Contractor will, upon the request of the Manager:

- a) fully inform the Manager of the Work done and to be done by the Contractor in connection with the provision of the Contract; and
- b) permit the Manager at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents, and material whether complete or otherwise that have been produced, received or acquired, by the Contractor on behalf of the Regional District, or provided by the Regional District to the Contractor as a result of this Contract.

6. SUPERVISOR AND LABOUR

The Contractor will keep a competent supervisor on site at all times. The Contractor will identify the person who will act as the supervisor, in writing, to the Manager. The supervisor will represent the Contractor in his absence and directions given to him will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor.

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

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

7. CHARACTER OF WORKERS

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

8. ASSIGNMENT OF CONTRACT

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

9. CONFIDENTIALITY

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

10. REGIONAL DISTRICT'S TERMINATION OR SUSPENSION OF 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, or stoppage under Article 4, the Regional District reserves the right to terminate this Contract without notice and recover funds, as per Article 26, 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 CONTRACT

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

12. SUB-CONTRACTS

The sub-contractors named in the Tender Form will not be changed nor will additional sub-contractors be employed except with the written approval of the Manager. The Contractor is responsible to the Regional District for the acts and omissions of his sub-contractors and of their employees to the same extent that he is responsible for the acts or omissions of persons employed by him. 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.

13. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after one (1) hour 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 26, Monies Due To The Regional District.

14. 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.

15. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-contractors, agents or employees arising from the entering of the Contract or the carrying out of the Work, whether on lands owned by the Regional District and whether arising from statutory liability or not.

16. IRREVOCABLE COMMERCIAL LETTER OF CREDIT

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) in the amount of ten thousand dollars (\$10,000) in Canadian Funds, from a recognized Canadian Financial Institution. The ICLC shall be in a form consistent with the ICLC shown on page 15 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.

17. PERMIT AND REGULATIONS

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

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

18. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the 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.

19. PROTECTION OF WORK AND PROPERTY

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

20. OCCUPATIONAL HEALTH AND SAFETY

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

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

21. CHANGES IN THE WORK

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor, without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change in writing 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.

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

22. 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.

23. GOODS AND SERVICES TAX (GST)

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 GST on all invoices and the Regional District is liable to pay this amount to the Contractor.

24. FUEL SURCHARGE

A Fuel Surcharge Rate Adjustment Scale will be implemented. The following table demonstrates the applicable fuel surcharge rate that can be applied to the tendered unit price each month for the **hauling portion only**. The reference index will be Natural Resources Canada's Petroleum Product Prices publication for diesel prices in Prince George which can be viewed at <http://www.nrcan.gc.ca/energy/sources/petroleum-crude-prices>. The applicable fuel surcharge will be determined monthly and the month's applicable fuel surcharge rate will be based on the fuel index price for the first day of the month for Prince George. **The price of \$1.272 per litre for diesel (as of January 10, 2018) will be used as a starting point for Contract ES-18-01.** For example, if the index reports a price of \$1.143 on August 1, the fuel surcharge payable for the tendered unit price for the month of August will be decreased by 1.00%. If on August 1, the price is reported at \$1.520, then the Fuel Surcharge for the tendered unit price in August will be increased by 2.00%.

Fuel Surcharge Rate Adjustment Scale Table

Fuel Price is at Least	But Less Than	Fuel Surcharge
\$.800	\$.850	-4.00%
\$.850	\$.900	-3.50%
\$.900	\$.950	-3.00%
\$.950	\$ 1.000	-2.50%
\$ 1.000	\$ 1.050	-2.00%
\$ 1.050	\$ 1.100	-1.50%
\$ 1.100	\$ 1.150	-1.00%
\$ 1.150	\$ 1.200	-0.50%
\$ 1.200	\$ 1.250	0.00%
\$ 1.250	\$ 1.300	0.00%
\$ 1.300	\$ 1.350	0.00%
\$ 1.350	\$ 1.400	0.50%
\$ 1.400	\$ 1.450	1.00%
\$ 1.450	\$ 1.500	1.50%
\$ 1.500	\$ 1.550	2.00%
\$ 1.550	\$ 1.600	2.50%
\$ 1.600	\$ 1.650	3.00%
\$ 1.650	\$ 1.700	3.50%
\$ 1.700	\$ 1.750	4.00%
\$ 1.750	\$ 1.800	4.50%

25. PAYMENT WITHHELD OR DEDUCTED

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

- a) That the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work or damage to the Regional District's facilities and equipment has not been remedied.
- c) In the event of damage to the Regional District's facilities the procedure will be as follows:
 1. The Regional District will notify the Contractor.
 2. If the Contractor does not reply within twenty-four (24) hours the Regional District will repair, to the manufacturer's specifications, and deduct the cost of the repair(s) from payment to the Contractor.
- d) 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).
- e) Where the Contractor fails to secure the safety chains from the truck to the bin, the Regional District may deduct \$100 (one hundred dollars) for each occurrence.
- f) Where the Contractor fails to provide a truck within the required time limit, the Regional District may deduct \$100 (one hundred dollars) for each occurrence.
- g) Where the Contractor fails to provide a truck within the required time limit and the transfer station roll-off bins are full and the transfer station is not able to be used, the Regional District may deduct a penalty of \$200 (two hundred dollars) per hour, or portion thereof, for all hours the transfer station cannot be used.
- h) The Regional District has corrected under Article 13, Regional District's Right To Correct Deficiencies.

26. 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 13, Regional District's Right To Correct Deficiencies or Article 27, 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 13, Regional District's Right To Correct Deficiencies.



27. 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 26, 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.

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. 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.

30. INSURANCE

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

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

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

31. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., May 1, 2018 to midnight, April 30, 2020. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each renewal will be for a one year period and the total contract duration will not exceed five (5) years. Each period of renewal will be as per the Schedule of Prices at the tendered rates.

32. WORKSAFE BC

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

Prior to undertaking any of the work in this Contract, the Contractor will provide their WorkSafeBC number and will keep current all assessments required to be paid in relation to the contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.

33. CONTRACT PERFORMANCE REVIEWS

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

34. DISPUTED WORK

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

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

35. RIGHTS OF WAIVER

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

36. SEVERABILITY

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



37. NOTICE OF PROTEST

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

1. GENERAL..... 32

2. OPERATING HOURS 32

3. TRANSFER STATION OPERATIONS 33

4. ROLL-OFF BIN HAULING 33

5. ROLL-OFF BINS..... 34

6. TRUCKS 34

7. OPERATORS 35

8. EMERGENCY RESPONSE 35

9. RECORD KEEPING 35

10. QUANTITIES 36

11. HAUL SCHEDULE..... 36



1. GENERAL

These specifications describe the operation of the Vanway Regional Transfer Station located in Prince George, B.C.

The Facility has bins for receiving municipal solid waste.

- 1.1 The Contractor will Supply and maintain all Equipment and provide labour as necessary to provide receiving and transport roll-off bin containers and to haul Solid Waste to the Foothills Boulevard Regional Landfill on a schedule to be provided by the Regional District.
- 1.2 The Contractor will supply and maintain a total of six (6) roll-off bin containers. Four (4) of these bins will be 55 cubic yards in size and will be designed to contain and transport solid waste and two (2) of these bins will be a **minimum** of 40 cubic yards in size and will be designed to contain and transport yard and garden waste.
- 1.3 The Contractor will accept and transport to the Foothills Boulevard Regional Landfill all Solid Waste materials that are accepted by the Regional District at the Facility.
- 1.4 The Contractor will carry out instructions given by the Regional District pursuant to this Contract and follow all site regulations and procedures established by the Regional District.
- 1.5 The Contractor will agree to exercise good public relations in exercising their duties under this Contract.
- 1.6 Under no circumstances will the Contractor, their employees or their Sub-contractors salvage materials deposited at the Facility. Salvaging by the Contractor, their employees or Sub-contractors will be considered a breach of Contract and may result in termination of this Contract.

2. OPERATING HOURS

The Vanway Regional Transfer Station hours of operation are:

Year Round	
Monday, Tuesday	8 am – 6 pm
Wednesday - Friday	9 am – 6 pm
Saturday	8 am – 6 pm
Sunday	11 am – 6 pm

The facility will be open from 9:00 a.m. to 4:00 p.m. on the following holidays:

Easter Monday	Victoria Day
Labour Day	Thanksgiving Day

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

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

The Contractor will provide and maintain an emergency contact phone number for emergency call out of the Contractor by the Regional District outside of regular operating hours. The Contractor will provide this emergency contact number to the Regional District prior to commencement of the Contract.

3. TRANSFER STATION OPERATIONS

- 3.1 The Regional District will provide and maintain a Transfer Station facility complete with a fenced compound for the roll-off bin containers.
- 3.2 The cost to repair damage to the Regional District's facilities caused by the Contractor will be at the Contractor's expense.
- 3.3 All roll-off bin containers are to be transported and emptied of their contents at the discretion of the Regional District.
- 3.4 The Contractor will conduct a thorough, complete and immediate cleanup of any materials that may spill from the roll-off bin containers while within the fenced compound or while removing the containers from the fenced compound.
- 3.5 All loads will be levelled and covered, prior to transport, in such a manner so that no Solid Waste will blow from or fall out of the roll-off bin containers while in transit. All bins are to be emptied of their contents as directed by the Manager.
- 3.6 The Contractor may, with written authorization from the Manager, store Equipment in designated areas of the Facility; however, the Regional District will not accept responsibility for damage, vandalism or theft and reserves the right to cancel the approval without notice.

4. ROLL-OFF BIN HAULING

The Contractor will at his expense pay for and supply all equipment and labour necessary to remove and haul roll-off bins from the Transfer Station, weigh bin in/out on scales, haul to the Compost Pad, Fill Area, Marshalling Area or other on-site area to empty the bins and return the bins to the Transfer Station area at the Facility.

The Contractor will supply six (6) bins. The bins will be placed in the Transfer Station and will receive Refuse and Yard and Garden compostable materials. Four (4) bins will be 55 cubic yards in size to receive refuse, and two (2) bins will be **minimum** 40 cubic yards to receive yard and garden waste. The Regional District may add or delete the types of materials being received in the roll-off bins at the Transfer Station.

The Contractor will commence removing and hauling of roll-off bins at the Transfer Station within one (1) hours' notice by the Regional District that such service is required. The one (1) hour time limit will commence at the moment the Regional District attempts to contact the Contractor. Method of notification will be by phone unless otherwise authorized by the Regional District in writing. The Contractor will ensure that a person is available to answer phone calls and dispatch a service truck during Facility operating hours.

Where the Regional District cannot make contact with the Contractor or where the Contractor cannot supply the required truck and start the Work within (1) hour of being notified, the Regional District reserves the right to make alternate service arrangements. The difference in cost between the Contract price and the cost of the alternative service will be deducted from any payment made to the Contractor. The Regional District will notify the Contractor, the next business day, when alternative service arrangements have been made.



The Contractor and Regional District will have a pre start up meeting. The Contractor will work with the Regional District for the best available options for the contract and dispatch of drivers for bin hauling.

5. ROLL-OFF BINS

- 5.1 The Contractor will provide six (6) roll-off bin containers for use by the public at the Facility. Four (4) bins will be used to collect municipal solid waste and the remaining two will be used to collect yard and garden material. Each roll-off bin container will be compatible with the Facility and will be designed and capable of receiving 55 yd³ of Solid Waste.
- 5.2 The Contractor will ensure that the Facility has at least one roll-off bin container available for public use while a roll-off bin container is in transit between the Facility and the Landfill. At no time will the Facility be left without a useable 55 yd³ roll-off bin container.
- 5.3 The Contractor will, at their expense, level loads, cover loads and will promptly clean up any spillage of Solid Waste from the roll-off bin containers that are in transit.
- 5.4 The Contractor is solely responsible for any and all costs associated with maintaining and repairing the roll-off bin containers provided by the Contractor.
- 5.5 There is a metal bin at the facility. Hauling of the metal recycling bin is not included in this contract.

6. TRUCKS

- 6.1 Trucks supplied by the Contractor must be of suitable size and carrying capacity to load, transport and discharge Solid Waste from the Vanway Regional Transfer Station at the Foothills Blvd. Regional Landfill, in all types of weather and road conditions. Trucks must be compatible with the roll-off bin containers to be provided by the Contractor.
- 6.2 The Contractor will maintain their trucks and other related transport Equipment in good repair and will provide suitable replacement Equipment within one (1) hour in the event of a breakdown.
- 6.3 Trucks must be road licensed and regularly inspected in accordance with Provincial regulations and the Contractor will provide to the Regional District certificates of such license and inspection upon demand.
- 6.4 The Contractor will not permit hydraulic fluid, transmission fluid, fuel or oil from their Equipment to discharge to the ground at the Regional District's facilities.



7. OPERATORS

- 7.1 The Contractor's truck operators must be experienced and familiar with the procedures and operations involved with loading, transporting and placement of roll-off bin containers. Operators must be properly trained and certified and licensed for the equipment they are operating.
- 7.2 The Contractor must equip and train their operators in the proper use of personal protective clothing and equipment as required by the provincial *Workers' Compensation Act*. Such protective clothing and equipment includes, but is not limited to, safety footwear, high visibility apparel, safety headwear and safety eyewear.
- 7.3 Safety footwear and high visibility apparel are mandatory on the Foothills Landfill site and transfer station facilities. Hard hat and safety glasses are required below bins.
- 7.4 Operators will follow all directions given by the Regional District's staff and obey all Facility and Landfill regulations and procedures.
- 7.5 When at the unloading Active Face Pad at the Landfill, operators will ensure that working heavy equipment has retreated at least six (6) metres from the unloading area before backing into the unloading area. **Operators will ensure that there is a distance of at least six (6) metres between their truck and other Vehicles unloading before moving into an unloading Active Face Pad area and before dumping the load.**

8. EMERGENCY RESPONSE

The Contractor will Supply a twenty-four (24) hour contact phone number for the purpose of fire emergency response.

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

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

9. RECORD KEEPING

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

9.1 Health and Safety Plan

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

9.2 Safety Meeting Records

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

9.3 Accidents

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

9.4 Equipment Maintenance Logs

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

9.5 Service Log

The Contractor shall maintain a log book indicating the date and times of pickup at the Transfer Stations and the date and times of drop off at the Landfill. The log will also include detailed notes on which bins were emptied at each Facility and note any bins that were not emptied. A copy of this log will be submitted to the Regional District on a monthly basis.

10. QUANTITIES

The following quantities are only provided as a reference to past activity. These trips and quantities do not constitute a warranty or guarantee as to the actual quantities that may be experienced during the Contract term. There may be considerable variation in the number of bins requiring dumping from month to month, season to season and year to year.

TOTAL TRIPS AND WEIGHTS						
	2015		2016		2017	
	Bins (#)	Weight (kg)	Bins (#)	Weight (kg)	Bins (#)	Weight (kg)
Refuse	1359	5,190,800	1,486	5,650,600	908	3,023,490
Yard and Garden	233	809,660	260	979,890	261	824,850

11. HAUL SCHEDULE

Currently on call on an as-needed basis.