



**PEACE RIVER REGIONAL DISTRICT  
WASTE TRANSFER STATION UPGRADES  
REQUEST FOR PROPOSALS – 12\_2011**

## Acknowledgement Letter

The undersigned has received an RFP package. Failure to return this form may result in no further communication regarding this Request for Proposal.

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Company

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Address

---

Contact name and title

---

Contact phone number

---

Contact email address

---

Fax number

---

Signature

---

Date

The acknowledgement letter is to be signed and returned immediately to:

Jeff Rahn, Manager of Solid Waste Services  
Peace River Regional District  
Box 810, 1981 Alaska Avenue  
Dawson Creek, BC V1G 4H8  
Ph: (250) 784-3200  
Fax: (250) 784-3201  
Email: [prrd.dc@prrd.bc.ca](mailto:prrd.dc@prrd.bc.ca)

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Standard Detail Drawings (included by reference)

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**PEACE RIVER REGIONAL DISTRICT**  
**WASTE TRANSFER STATION UPGRADES**  
**REQUEST FOR PROPOSALS**

**1. INVITATION**

1.1 The Peace River Regional District (the “**District**”) has issued this request for proposals (the “**RFP**”) to invite interested parties to submit proposals (each a “**Proposal**”) to perform upgrade work (the “**Work**”) to six waste transfer stations (the “**Transfer Stations**”) as generally described below.

(a) The Transfer Stations are located at:

- Pink Mountain
- Wonowon
- Tomslake
- Kelly Lake
- Prespatou
- Rose Prairie

(b) The Work will include generally the following for each Transfer Station:

- Removal of existing vegetation & grubbing to facilitate new construction.
- Installation of new access/egress barrier.
- Installation of new fencing and access/egress gate.
- Installation of new attendants shack.
- Construction of new gravel roads into & around the site.
- Construction of new drainage works.
- Installation of Lock Block retaining walls.

1.2 The proposed scope of Work is described in the contract documents for the draft contract (the “**Draft Contract**”) attached as Schedule B – Draft Contract to this RFP. The final scope of the Work will be as set out in a final contract (the “**Final Contract**”), as agreed between the District and the Preferred Proponent as described in this RFP. Under this RFP, the District is inviting Proposals that offer variations from the design as described in the Draft Contract so that the District can, by applying the evaluation criteria set out in this RFP, select the Proposal that the District decides is optimal and the most advantageous to the District for inclusion in the Final Contract.

1.3 The District is willing to award more than one Final Contract for the Work and accordingly Proponents may, at their election:

(a) submit a Proposal to perform all the Work; or

(b) submit a Proposal to perform only the Work at:

- (A) Lot 1 – Pink Mountain and Wonowon; or
- (B) Lot 2 – Tomslake and Kelly Lake; or
- (C) Lot 3 – Prespatou and Rose Prairie; or
- (D) a combination of (A), (B) and (C) above.

and the District may, at its election award the Final Contract or Final Contracts accordingly.

## 2. ELIGIBILITY TO PARTICIPATE

- 2.1 Any interested party (each a “**Proponent**”) is eligible to participate in the RFP and submit a Proposal.
- 2.2 Any firm or individual may participate as a member of only one Proponent.

## 3. SUBMISSION REQUIREMENTS

- 3.1 Proposals must be received on or before 16:00:00 local time on the 6<sup>th</sup> day of January, 2012 (the “**Closing Time**”) at the following location:

Peace River Regional District  
P O Box 810  
1981 Alaska Avenue  
Dawson Creek  
BC V1G 4H8

The Closing Time will be established by the time shown on the clock used by the District for that purpose.

- 3.2 Proposals should be delivered in hard copy in duplicate in a sealed envelope clearly marked on the outside with the RFP Name “**Waste Transfer Station Upgrades**”.
- 3.3 It is a Proponent’s sole responsibility to deliver its Proposal to the delivery place set out in Section 3.1 prior to the Closing Time. The District will not consider or accept any Proposal received after the Closing Time and will, upon request of the Proponent, return a late Proposal to the Proponent.
- 3.4 Faxed or emailed Proposals will not be considered or accepted.
- 3.5 Amendment to a Proponent’s previously submitted Proposal may be submitted by fax or e-mail but any such submission should not indicate the total final price, but only indicate the amount of the revisions, if any, to the Proponent’s price as set out in the previously submitted Proposal. Any revision must be received prior to the Closing Time. If a Proponent does elect to use fax or email, the Proponent bears all risk that the District’s

electronic equipment and systems functions properly that the submission is received by the District prior to the Closing Time.

3.6 All Proposals should be in English.

#### 4. RFP DOCUMENTS

4.1 The documents which form part of this RFP (collectively the “**RFP Documents**”) are as follows:

- (a) this RFP;
- (b) Schedule A – Form of Proposal;
- (c) Schedule B – Draft Contract, including all schedules and attachments as may be referred to in the Draft Contract; and
- (d) issued addenda (if any).

4.2 A portion of the documents included in Schedule B – Draft Contract are included by reference. Copies of these documents have not been included with this RFP. These documents are the General Conditions, Specifications and Standard Detail Drawings. They are those contained in the most recent edition (as of the Closing Time) of the publication entitled “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”. All sections of this publication are by reference included in Schedule B – Draft Contract.

4.3 All RFP Documents, including any addenda and reference information (if any) relating to this RFP, will be posted on BC Bid at [www.BCBid.gov.bc.ca](http://www.BCBid.gov.bc.ca) and Merx at [www.merx.com](http://www.merx.com). It is the sole responsibility of a Proponent to check these websites to be sure the Proponent has all available information before submitting a Proposal.

4.4 Proponents are responsible to review the RFP Documents to verify they are complete and should immediately notify the Contact Person in writing if the RFP Documents appear to be incomplete, or contain any discrepancies, inconsistencies, ambiguities, errors or omissions, or if conditions at the work site differ from those described in the RFP Documents.

4.5 Any additional information made available to Proponents prior to the Closing Time by the District or representative of the District, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the Draft Contract documents nor the Final Contract documents. Such additional information is made available only for the assistance of Proponents who must make their own judgement about its reliability, accuracy, completeness and relevance and neither the District nor any representative of the District gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

4.6 All capitalized terms that are used but not defined in this RFP but are defined in other RFP Documents will have the meanings given to such terms in the applicable RFP Document, unless the context requires otherwise.

## 5. ENQUIRIES AND ADDENDA

- 5.1 All enquiries regarding this RFP should be directed to the person listed below (the “**Contact Person**”):

Richard Johnson, Chief Operating Officer  
 Address: SLR Consulting Canada Limited  
 Suite 200 -1620 West 8<sup>th</sup> Avenue  
 Vancouver BC V6J 1V4  
 Telephone: (604) 432-6326  
 Fax: (604) 432-6295  
 Email: rjohnson@slrconsulting.com

- 5.2 If the District, in the District’s sole discretion, determines that a clarification, addition, deletion or revision of any of the RFP Documents is required then the Contact Person will issue a written addendum which will be posted on BC Bid. The only way this RFP may be added to, or amended in any way is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, a Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

- 5.3 With respect to enquiries received by the Contact Person in accordance with this Section 5, the following applies:

- (a) if the Contact Person responds, the response will be in writing and may be by email;
- (b) the Contact Person may decide to decline to answer an enquiry, considering fairness to all Proponents and the integrity of this RFP process;
- (c) a Proponent may request that a response to an enquiry be kept confidential if the Proponent considers the enquiry is commercially confidential to it. If the District decides that an enquiry or the District’ response must be distributed to all Proponents, then, subject to Section 5.3(d), the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) any enquiry and response may in the District’ sole discretion be distributed to all Proponents, or the Contact Person may keep either or both the enquiry and response confidential, if in the judgment of the District it is fair and appropriate to do so.

## 6. FORM OF PROPOSALS

- 6.1 Proposals should be submitted in the form and include the content described in Schedule A – Form of Proposal. The District invites Proposals that are responsive to Schedule A – Form of Proposal with a particular reference and relevance to the Project, and is not inviting lengthy generalized submissions with respect to any issue referred to in Schedule A – Form of Proposal.

- 6.2 A Proposal should be signed by an authorized signatory of the Proponent.
- 6.3 If the Proponent is a corporation then the full name of the corporation should be included, together with the names and signatures of authorized signatories.
- 6.4 If the Proponent is a partnership or a joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and an authorized signatory of each partner or joint venturer should sign. If a partner or joint venturer is a corporation then such corporation should sign as indicted in Section 6.5.
- 6.5 If the Schedule A – Form of Proposal calls for numbers in both words and figures, in the event of a discrepancy the words shall govern.

## **7. SITE CONDITIONS**

- 7.1 Proponents, either personally or through a representative, have the responsibility to be knowledgeable of the place of the work for each Transfer Station before submitting a Proposal and to be familiar with and make allowance for all factors relating to the place of the work that might affect the performance of the Final Contract, including the location of the place of the work, local conditions, subsurface and topographical soil conditions, access to the place of the work, existing structures and services above or below the surface, weather, the availability of labour and materials and any other relevant matters. By submitting a Proposal a Proponent will be deemed to have undertaken any required inspection and to have taken account of conditions at the place of the work in the preparation of its Proposal. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the place of the work which were reasonably foreseeable by a person or entity qualified to undertake the Final Contract that was knowledgeable of, and inspected, the place of the work.
- 7.2 Unless specifically and expressly stated otherwise in the RFP Documents, the District assumes no responsibility for the accuracy or completeness of any site information included in the RFP Documents or otherwise made available by the District to Proponents, and a Proponent is required to form its own judgment of any such information.

## **8. COMMERCIAL TERMS**

- 8.1 The Draft Contract documents describe the proposed commercial terms for the Final Contract. If any such term is unacceptable to a Proponent the Proponent may propose amendments to the commercial terms. Any such amendment should include a rationale for the amendment.

## **9. DESIGN INNOVATIONS**

- 9.1 The Draft Contract documents include specifications and drawings for the design of the Work as well as the general locations of certain pits that can be approached for the supply of materials. Proponents may provide Proposals based on the design, as described in the Draft Contract documents, or may, in addition to, or in substitution for any element of the design as described in the Draft Contract documents, propose design alterations, modifications or amendments. For the avoidance of doubt, Proponents may, at their

election, select to use alternative pits to those offered provided that materials meet the specification and offer value for money to the District. Proponents should clearly identify any proposed design alteration, modification or amendment, together with the justification or rationale for the alteration, modification or amendment, including the benefit (such as cost-saving or superior performance) to the District. The District will be entitled to assume that a Proposal fully complies with the design as described in the Draft Contract except as may be expressly described otherwise in the Proposal.

## 10. DISTRICT SUPPLIED MATERIAL

10.1 The District has obtained the rights to the extraction of aggregate for use in undertaking the Work at the following pits:

- Sikanni Pit
- PeaceView Pit
- One Island Lake Pit

The general location of the above pits is included within the Draft Contract, Schedule 1A – Reference Documents. The Work will include the extraction and processing of raw materials to obtain aggregate in accordance with the Final Contract documents and in accordance with the District’s agreements relating to the extraction of such materials. The Work will also include the haulage of aggregates to the location of the place of the Work. Refer to the Financial Proposal for information the District will require as part of a Proposal.

## 11. PROPOSAL EVALUATION

11.1 The evaluation of Proposals to identify the Preferred Proponent will be carried out by a committee appointed by the District (the “**Evaluation Panel**”). The Evaluation Panel may be assisted with the evaluation of Proposals by other persons as the Evaluation Panel may decide it requires including other employees of the District and third party consultants and advisors.

11.2 The Evaluation Panel will compare and evaluate the Proposals to identify the Proposal or Proposals that the Evaluation Panel judges to be the most advantageous to the District, using the following criteria (the “**Evaluation Criteria**”):

- (a) the Proponent’s demonstrated strength and ability to perform the Work, with particular reference to the Proponent’s responses in Schedule A-1 of the Proposal;
- (b) the Proponent’s technical proposal for the performance of the Work as outlined particularly in the Proponent’s responses in Schedule A-2 of the Proposal, and including any proposed amendments to the commercial terms of the Draft Contract; and
- (c) the Proponent’s demonstrated financial strength to undertake the Work, and the Proponent’s financial proposal for the performance of the Draft Contract as described in the Proponent’s responses in Schedule A-3 of the Proposal.

The Evaluation Panel may select one or more Proposals as described in Section 1.3.

- 11.3 In order to provide Proponents with a general guide as to the relative importance of the evaluation criteria, the District anticipates that the relative weighting will be as follows:
- (a) Experience (evaluation criteria 11.2(a)) – 25%;
  - (b) Technical (evaluation criteria 11.2(b)) – 25%; and
  - (c) Financial (evaluation criteria 11.2(c)) – 50%.
  - (d) However the Evaluation Committee will not be obligated to apply these weightings strictly, and may select as the Preferred Proponent the Proponent which the Evaluation Committee overall determines is the most advantageous to the District.
  - (e) The Evaluation Committee may select a Proposal that includes amendment to the Draft Contract commercial terms as invited under Section 8.1, or that includes design innovations as invited under Section 9.1. It will not be required that the Preferred Proponent has included a “base” Proposal that fully complies with the Draft Contract documents.
- 11.4 The Evaluation Panel may apply the Evaluation Criteria on a stand-alone basis or a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal to determine the Proposal judged to be most advantageous to the District. The Evaluation Panel will be guided by, but not required to strictly follow, the weightings set out in Section 0 in judging which Proposal is the most advantageous to the District.
- 11.5 To assist in evaluation of the Proposals, the Evaluation Panel may, in its sole discretion, but is not required to:
- (a) conduct reference checks as the Evaluation Panel may consider necessary, and rely on and consider any relevant information from such references and background investigations in the evaluation of Proposals;
  - (b) seek clarification or additional information from a Proponent with respect to its Proposal and consider such supplementary information in the evaluation of the Proposal;
  - (c) request interviews with any, some or all of the Proponents to obtain clarification of a Proposal and consider such supplementary information received from any interviews in the evaluation of Proposals; and
  - (d) decide not to complete a detailed evaluation of a Proposal if the Evaluation Panel concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be selected as the Preferred Proponent.
- 11.6 The Evaluation Panel will recommend to the District the Proposal that it determines is most advantageous in accordance with this RFP. The Evaluation Panel will not be

obligated to recommend the Proposal that offers the lowest price or cost. The District may accept or reject the Evaluation Panel's recommendation.

## 12. FINAL NEGOTIATION AND AWARD

- 12.1 If the District selects a Proponent (the "**Preferred Proponent**"), then it will enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Final Contract, including financial terms, and if the parties reach agreement the District will offer to enter into the Final Contract with the Preferred Proponent.
- 12.2 The District reserves the express right in its sole discretion to negotiate changes to the Draft Contract and also to any provision of the Preferred Proponent's Proposal, including the right to negotiate reductions in the prices as set out in the Preferred Proponent's Proposal.
- 12.3 If at any time the District forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time then the District may give the Preferred Proponent written notice to terminate discussions, in which event the District may then open discussions with another Proponent or terminate this RFP and proceed with the Work in some other manner.
- 12.4 After the Final Contract has been finalized with the Preferred Proponent, the District may upon request from an unsuccessful Proponent, conduct a debriefing for that unsuccessful Proponent.

## 13. RESERVATION OF RIGHTS

- 13.1 Notwithstanding any other provision in the RFP Documents, no term or condition shall be implied based on any practice or custom in the construction industry, or the procedures or guidelines recommended for use on publicly funded construction projects and the District reserves the right to in its sole discretion:
  - (a) amend the scope of the Project, and/or modify, suspend or terminate this RFP or the Work at any time for any reason and reissue a request for proposals or undertake another procurement process for the same or similar scope of Work;
  - (b) accept or reject any Proposal based on the Evaluation Panel's evaluation of the Proposals in accordance with the RFP, and in particular the District is not obliged to select the Proposal with the lowest price;
  - (c) waive a defect or irregularity in a Proposal and accept that Proposal; and
  - (d) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members.
- 13.2 This RFP does not commit the District in any way to select a Preferred Proponent or enter into the Final Contract.

**14. NO REPRESENTATION OR WARRANTY**

- 14.1 Each Proponent acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by the District, the Contact Person or any advisor to the District, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 14. The District accepts no responsibility for any Proponent lacking any information.
- 14.2 Neither acceptance of a Proposal nor execution of the Final Contract shall constitute approval of any activity or development contemplated in that Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

**15. PROPONENT'S EXPENSES**

- 15.1 Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the District or their representatives and consultants, relating to or arising from this RFP.

**16. NO CLAIM FOR COMPENSATION**

- 16.1 Each Proponent, by submitting a Proposal, irrevocably:
- (a) agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the District or any of its employees, directors, officers, advisors or representatives for any costs, damages or other compensation for any Claim or matter relating directly or indirectly to this RFP (including, without limitation, in the event that the District rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches the terms of this RFP or any duties arising from this RFP); and
  - (b) waives any Claim against the District or any of its employees, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if no agreement is entered into with respect to the Project between the Proponent and the District for any reason whatsoever, including, without limitation, in the event that the District rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches the terms of this RFP or any duties arising from this RFP.

**17. CONFLICT OF INTEREST**

- 17.1 Proponents should disclose any potential conflicts of interest and existing business relationships they may have with the District, its elected or appointed officials or employees. The District may reject a Proposal from any Proponent that the District judges

would be in a conflict of interest if such Proponent is awarded the Final Contract. The District may rely on such disclosure.

**18. CONFIDENTIALITY**

- 18.1 All information pertaining to the Project received by any Proponent through participation in this RFP, including all of the RFP Documents is confidential and may not be disclosed without written authorization from the Contact Person. Proponents should be aware the District is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

**19. NO COLLUSION OR SOLICITATION**

- 19.1 By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent represents and confirms to the District that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Proposal.
- 19.2 The Proponent may not make any representations or solicitations to any director, officer or employee of the District with respect to the Proposal either before or after submission of the Proposal except as provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Proponent communicates with any director, officer or employee of the District or any consultant engaged by the District in connection with this RFP about this RFP, other than the Contact Person, the District shall have the unfettered right, regardless of the nature of the communication, to reject the Proposal submitted by the Proponent.

**SCHEDULE A - FORM OF PROPOSAL**

RFP No.: \_\_\_\_\_  
Legal Name of Proponent: \_\_\_\_\_  
Proponent's Contact Person: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

1. **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed the entire RFP including any issued addenda, and having fully informed myself/ourselves as to the intent and requirements relating to the RFP, and local conditions (including site conditions) relating to the performance of the Final Contract, submit this Proposal in response to the RFP.
  
2. **I/We confirm** that the following schedules are attached to and form a part of this Proposal:
  - (a) Schedule A-1 – Proponent's Experience, Reputation and Resources
  - (b) Schedule A-2 – Proponent's Technical Proposal
  - (c) Schedule A-3 – Proponent's Financial Proposal

This Proposal is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Proponent) (Name of Proponent)

\_\_\_\_\_  
(Signature of Authorized Signatory) (Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized) (Print Name and Position of Authorized)

## **SCHEDULE A-1**

### **PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES**

Proponents should provide the following:

1. Brief description of the Proponent and the Proponent's business.
2. Description of the Proponent's relevant experience and qualifications in performing contracts similar to the Draft Contract and specifically describe the Proponent's role(s) in such work.
3. Listing of the Proponent's references, including contact information.
4. A "clearance letter" indicating that the Proponent is in WorkSafe BC compliance.
5. Description of Proponent's proposed organizational structure for the performance of the Work.
6. Describe and list key management and lead discipline members and responsibilities.
7. Include resumes for key members.
8. List of proposed subcontractors, if any.

## **SCHEDULE A-2**

### **PROPONENT'S TECHNICAL PROPOSAL**

#### **Performance of the Final Contract:**

Proposals should include a comprehensive explanation of the proposed methodology to the performance of the Final Contract that is consistent with the Proponent's proposed organizational framework. The delivery approach description should include the following:

1. A preliminary work plan.
2. A preliminary work schedule indicating the durations of the major steps in the performance of the Work.
3. Any proposed amendments to any of the commercial terms of the Draft Contract, including reasons for the proposed amendment, as described in Section 8 of the RFP.
4. Any proposed design innovation as invited under Section 9 of the RFP.

**SCHEDULE A-3**

**PROPONENT'S FINANCIAL PROPOSAL**

**Proposal Format:**

A Proposal should:

1. Complete the Schedule of Quantities and Prices;
2. Include a copy of the insurance policies as specified in GC 24 of the Draft Contract indicating that all such insurance coverage is in place;
3. Provide documentation demonstrating that the Proponent has the financial strength to perform the Final Contract; and
4. Include the total cost for the extraction, processing and haulage of aggregate to the location of the place of the Work and be indicated in the Schedule of Quantities and Prices.

## **SCHEDULE B – DRAFT CONTRACT**

Agreement

General Conditions (included by reference as described in Section 4.2 of the RFP)

Specifications (included by reference as described in Section 4.2 of the RFP)

Standard Detail Drawings (included by reference as described in Section 4.2 of the RFP)

Supplementary General Conditions

Supplementary Standard Detail Drawings

Schedule of Quantities and Prices

**FORM OF AGREEMENT**

BETWEEN *OWNER* AND *CONTRACTOR*

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Contract:* WASTE TRANSFER STATION UPGRADES

BETWEEN:

[Insert full legal name of the Peace River Regional District]

(the "*Owner*")

AND:

[Insert full legal name of the Contractor and its office address]

(the "*Contractor*")

The *Owner* and the *Contractor* agree as follows:

**Article 1 The Work – Start/Completion Dates**

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before 1<sup>st</sup> September 2012 subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Prior to commencing the *Work* but in any event not later than five *Days* after the date of this Agreement, the *Contractor* shall deliver to the *Owner* a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*.
- 1.4 Time shall be of the essence of the *Contract*.

**Article 2 Contract Documents**

- 2.1 The "*Contract Documents*" consist of only the documents listed or referred to in Schedule 1,

entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.

- 2.2 Documents listed in Schedule 1A are provided for reference information only and do not form part of the *Contract Documents*. It is the *Contractor's* responsibility to:
- 2.2.1 conduct its own analysis and review of any information made available to the *Contractor* in connection with the *Work* by or on behalf of the *Owner*, including information provided in the *Contract Documents*; and
  - 2.2.1 before execution of this Agreement, have taken all steps it considers necessary to satisfy itself as to the accuracy, completeness and applicability of any such information upon which it places reliance and to assess all risks related to the *Work*.
- 2.3 The *Owner* does not make any representation as to the relevance, accuracy or completeness of any such information except as expressly stated otherwise in the *Contract Documents* and the *Contractor* will not be entitled to and will not make any claim against the *Owner* in contract, tort (including negligence) or otherwise including in damages for extensions of time for the performance of the *Work* or for additional payments under the *Contract* on the grounds:
- 2.3.1 of any misunderstanding or misapprehension in respect of such information; or
  - 2.3.2 that such information was incorrect or insufficient.
- 2.4 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

### **Article 3 Contract Price**

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following;
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
  - 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
  - 3.1.3 any adjustments, including a payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

**Article 4 Payment**

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor* within 30 days of invoice submission.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

**Article 5 Rights and Remedies**

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

**Article 6 Notices**

- 6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Peace River Regional District  
PO Box 810, 1981 Alaska Avenue  
Dawson Creek, BC V1G 4H8

Fax: 250 784-3201

Attention: Jeff Rahn (Manager of Solid Waste Services)

The *Contractor*:

\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

The *Contract Administrator*:

SLR Consulting (Canada) Ltd.  
Suite 200 – 1620 West 8<sup>th</sup> Ave, Vancouver, BC V6J 1V4

Fax: 604 738-2508

Attention: Richard Johnson

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 6.2.1 immediately upon delivery, if delivered by hand; or
  - 6.2.2 immediately upon transmission if sent by fax and received in hard copy; or
  - 6.2.3 after 5 Days from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

#### **Article 7 General**

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This Agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

*Contractor:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORISED SIGNATORY)

\_\_\_\_\_  
(AUTHORISED SIGNATORY)

*Owner:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORISED SIGNATORY)

\_\_\_\_\_  
(AUTHORISED SIGNATORY)

**Schedule 1**

**Schedule of Contract Drawings**

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

**NOTE:** The documents noted with "\*" are contained in the "Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings", Platinum edition, printed 2009. All sections of this publication are included in the *Contract Documents*.

- 1 Agreement, including all Schedules;
- 2 Supplementary General Conditions (if any);
- 3 General Conditions\*;
- 4 Supplementary Specifications (if any);
- 5 Specifications\*;
- 6 Supplementary Standard Detail Drawings (if any);
- 7 Standard Detail Drawings\*;
- 8 *Contract Drawings* listed in Schedule 2 to the Agreement – "*List of Contract Documents*";
- 9 The following Addenda:

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(ADDENDA, IF ANY)

## Schedule 1A

### Reference Documents

1. Wonowon Site Investigation Report attached as Appendix A to the Supplementary General Conditions.
2. Pit Locations:
  - a) Sikanni Pit - Location Map
  - b) Peaceview Pit - Location Map
  - c) One Island Lake Pit - Location Map

## Schedule 2

### List of Contract Drawings

#### Pink Mountain

Drawing PM1	-	Existing Site Layout	June 11 Rev 0
Drawing PM2	-	Proposed Site Layout	June 11 Rev 0
Drawing PM3	-	3D View and Model	June 11 Rev 0
Drawing PM4	-	Isopachyte and Section Drawing	June 11 Rev 0
Drawing PM5	-	Proposed Site Layout - Dimensions	June 11 Rev 0

#### Wonowon

Drawing W1	-	Existing Site Layout	June 11 Rev 0
Drawing W2	-	Proposed Site Layout	June 11 Rev 0
Drawing W3	-	3D View and Model	June 11 Rev 0
Drawing W4	-	Isopachyte and Section Drawing	June 11 Rev 0
Drawing W5	-	Proposed Site Layout - Dimensions	June 11 Rev 0

#### Tomslake

Drawing TL1	-	Existing Site Layout	June 11 Rev 0
Drawing TL2	-	Proposed Site Layout	June 11 Rev 0
Drawing TL3	-	3D View and Model	June 11 Rev 0
Drawing TL4	-	Isopachyte and Section Drawing	June 11 Rev 0
Drawing TL5	-	Proposed Site Layout – Dimensions	June 11 Rev 0

#### Kelly Lake

Drawing KL1	-	Existing Site Layout	June 11 Rev 0
Drawing KL2	-	Proposed Site Layout	June 11 Rev 0
Drawing KL3	-	3D View and Model	June 11 Rev 0
Drawing KL4	-	Isopachyte and Section Drawing	June 11 Rev 0
Drawing KL5	-	Proposed Site Layout - Dimensions	June 11 Rev 0
Drawing KL6	-	Extended Clearance and Road Development	June 11 Rev 0

#### Prespatou

Drawing P1	-	Existing Site Layout	Nov 11 Rev 1
Drawing P2	-	Proposed Site Layout	Nov 11 Rev 1
Drawing P3	-	3D View and Model	Nov 11 Rev 1
Drawing P4	-	Isopachyte and Section Drawing	Nov 11 Rev 1
Drawing P5	-	Proposed Site Layout - Dimensions	Nov 11 Rev 1

**Rose Prairie**

Drawing RP1	-	Existing Site Layout	June 11 Rev 0
Drawing RP2	-	Proposed Site Layout	June 11 Rev 0
Drawing RP3	-	3D View and Model	June 11 Rev 0
Drawing RP4	-	Isopachyte and Section Drawing	June 11 Rev 0
Drawing RP5	-	Proposed Site Layout - Dimensions	June 11 Rev 0
Drawing RP6	-	Extended Clearance and Road Development	June 11 Rev 0

**Common Drawings**

Drawing 10	-	Construction Details	June 11 Rev 0
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