



# REGIONAL DISTRICT of Fraser-Fort George

## INVITATION TO TENDER CS-24-03

### Bear Lake Maintenance Contract

- Date Issued:** June 26, 2024
- Closing Location:** Regional District Office  
3<sup>rd</sup> Floor, 155 George Street,  
Prince George, BC V2L 1P8
- Closing Date:** July 12, 2024  
2:00 pm (Pacific Standard Time)  
No Public Opening
- Inquiries:** Cindy Paton, Manager of Community Services  
[communityservices@rdffg.bc.ca](mailto:communityservices@rdffg.bc.ca)
- Note:** Late submissions will not be considered

**TABLE OF CONTENTS**

**PART A - INTRODUCTION ..... 3**

**PART B - INSTRUCTIONS TO TENDERERS ..... 5**

**APPENDIX A - BIDDER CHECKLIST ..... 14**

**APPENDIX B - TENDER FORM ..... 15**

**APPENDIX C - SCHEDULE OF PRICES – TENDERED PRICE ..... 17**

**APPENDIX D - CONTRACTOR’S RELIEF COVERAGE..... 18**

**APPENDIX E - TENDERER’S EXPERIENCE IN SIMILAR WORK..... 19**

**APPENDIX F - CONFLICT OF INTEREST STATEMENT ..... 20**

**APPENDIX G - GOODS AND SERVICES TAX INFORMATION ..... 21**

**APPENDIX H - CONTRACT AGREEMENT ..... 22**

**APPENDIX I - GENERAL CONDITIONS ..... 24**

**APPENDIX J - OPERATIONAL SPECIFICATIONS ..... 32**

**APPENDIX K - CHECKLIST..... 37**

**INVITATION TO TENDER**  
**PART A – INTRODUCTION**

The Regional District of Fraser-Fort George (Regional District) invites tenders for **Bear Lake Maintenance Contractor Services**.

The contract term is **September 1, 2024 to August 31, 2025 with two (2) possible one (1) year extensions at the discretion of the Regional District**.

**TENDER DOCUMENTS**

The Invitation to Tender documents may be obtained on or after **June 26, 2024**:

- (a) in a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.ca](http://www.rdffg.ca); and
- (b) on the BCBid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca); and
- (c) at the Bear Lake Community Commission during its regular office hours.

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

It is the sole responsibility of the tenderer to ascertain that they have received a full set of Tender Documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of Tender Documents (listed in Part B, Section 2.1).

**DELIVERY OF TENDERS AND CLOSING DATE:**

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 (the "**Closing Location**") not later than 2:00 p.m. local time on **July 12, 2024** (the "**Closing Date**"). There will not be a public opening for this tender. Tenders must be in English and must be submitted using the submission methods below.

The Regional District will accept tenders submitted either by direct delivery or electronically to the Regional District main office.

**For Tenders to be submitted by hard copy direct delivery:**

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

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8

2. Invitation to Tender, **CS-24-03**  
**BEAR LAKE MAINTENANCE CONTRACTOR SERVICES**
3. Responding Tenderer's name and address

**Facsimile Tenders will NOT be accepted.**

**For Tenders Submitted Electronically:**

The closing date and time for this tender is **July 12, 2024 at 2:00 p.m.** local Prince George Time (the "Closing Date").

"Prince George Time" will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein.

Tenderers must submit all portions of their Tender by email in accordance with the following:

**Subject of the file to be: CS-24-03 Bear Lake Maintenance Contractor Services (Insert Responding Tenderer's Name)**

All emailed documents must be in PDF format and should be in one combined file. Tenderers should ensure that the files do not collectively exceed 30MB. Zip the files to reduce the size or email separately, if needed. Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.

Tenders must be submitted to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort Georg if you have submitted a tender electronically.

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

The Regional District does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Tenderer:

1. for ensuring that any electronic email system being operated by or for the Regional District is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, cannot be received;
2. for errors, problems or technical difficulties with respect to a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender;
3. that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, is received by the Regional District of Fraser-Fort George in its entirety or within any time limit specified by this Tender.

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. All Tender Documents must be received by the

Closing Date in order for the Tender to receive consideration.

## **PART B – INSTRUCTIONS TO TENDERERS**

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

CS-24-03 Bear Lake Maintenance Contractor Services  
September 1, 2024 to August 31, 2025

Instructions regarding obtaining the Tender Documents are contained in Part A: Introduction.

Questions relating to the tender or project must be directed to the Project Manager:

Cindy Paton, Manager of Community Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8  
Phone: 250-960-4400  
Email: [communityservices@rdffg.bc.ca](mailto:communityservices@rdffg.bc.ca)

**Deadline for question submissions is 3:00 p.m. (local time) July 8, 2024.**

Those questions that are determined to be of a common interest to all potential Tenderers will be summarized and posted as Addendum(s) on the website.

### **SITE MEETING**

There will be no site meeting for this ITT.

## **TENDER PROCESS**

### **1.0 Definitions**

- 1.1 "**Addendum(s)**" means all additional information regarding this ITT including amendments to the ITT.
- 1.2 "**BC Bid**" means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca).
- 1.3 "**Board**" means the Board of the Regional District.
- 1.4 "**Closing Location**" means the location specified in Part A - Introduction.
- 1.5 "**Closing Time**" means the closing time and date specified in Part A - Introduction.
- 1.6 "**Contract**" means the contract substantially in the form attached to this ITT.
- 1.7 "**Contractor**" means the successful Tenderer to the ITT who enters into a Contract with the Regional District.
- 1.8 "**Tender Form**" means the form of tender attached to this ITT.
- 1.9 "**ITT**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).
- 1.10 "**Project Manager**" means the Regional District's representative.
- 1.11 "**Tender**" means a submission in response to this ITT.
- 1.12 "**Tender Documents**" means the documents listed in section 2.1.
- 1.13 "**Tenderer**" means the person submitting a Tender.
- 1.14 "**Regional District**" means the Regional District of Fraser-Fort George.
- 1.15 "**Must**" means a requirement that must be met in order for a Tender to receive consideration.
- 1.16 "**Should**", or "**May**" means a requirement having a significant degree of importance to the objective of the ITT, which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Tender.

## **2.0 Tender Documents**

2.1 The Tender Documents are:

- (a) Part A – Introduction;
- (b) Part B – Instructions to Tenderers; and
- (c) Appendices:
  - i. Appendix A – Bidder Checklist;
  - ii. Appendix B – Tender Form;
  - iii. Appendix C – Schedule of Prices – Tendered Price;
  - iv. Appendix D – Contractor’s Relief Coverage;
  - v. Appendix E – Tender's Experience in Similar Work;
  - vi. Appendix F – Conflict of Interest Disclosure Statement
  - vii. Appendix G – Goods and Services Tax Information;
  - viii. Appendix H – Sample Contract Agreement
  - ix. Appendix I – General Conditions
  - x. Appendix J – Operational Specifications: and
  - xi. Appendix K – Bear Lake Maintenance Contract Checklist.

2.2 If there is a conflict between or among (i) the Specifications and (ii) the other Tender Documents, the other Tender Documents shall prevail over the Specifications.

## **3.0 Acceptance of Terms and Conditions**

Submitting a Tender indicates acceptance of all the terms and conditions set out in the ITT, including those that follow and that are included in all appendices and any Addendum(s).

## **4.0 Submission Instructions**

4.1 Each Tenderer must complete and provide Appendix B Through G,

4.2 All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations, or other corrections should be initialed by an authorized signatory of the Tenderer.

- 4.3 Subject to any alternatives or options in respect of which the Regional District requests pricing or other information in an Appendix to the ITT, Tenders are to be all inclusive and without qualification or condition.
- 4.4 The Regional District may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the Regional District's website, at [www.rdffg.ca](http://www.rdffg.ca) and at BC Bid.
- 4.5 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer, as is necessary for due execution on behalf of the Tenderer. Each Tender by a company or partnership should specify the full name of the legal entity submitting the Tender.
- 4.6 It is the sole responsibility of the Tenderer to ascertain that they have received a full set of the Tender Documents. Upon submission of their Tender, the Tender will be deemed conclusively to have been in possession of a full set of the Tender Documents.
- 4.7 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid.
- 4.8 It is the sole responsibility of the Tenderer to check for Addendum(s). Addendum(s) issued during the time of Tendering must be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.
- 4.9 The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a Tender is the Tenderer's responsibility.

#### **5.0 Discrepancies or Omissions**

- 5.1 Tenderers finding discrepancies or omissions in the specifications or other documents herein or having doubts on the meaning or intent of any part thereof, should immediately request in written form by email, clarification from the Project Manager.
- 5.2 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District's website and BC Bid. **It is the sole responsibility of the tenderer to check for addendums.**
- 5.3 **Addendums and amendments issued during the time of tendering will be signed by the tenderer and included with the tender and will become part of the tender documents.**
- 5.4 The Regional District will not accept responsibility for any damages, costs or expenses incurred by a tenderer in reliance on oral instructions. Any work done in preparation of a tender after discovery of discrepancies, errors, or omissions in the ITT will be done at the tenderer's risk unless the discrepancy, error or omission is reported to the Project Manager in accordance with this provision.



5.5 Any requests for explanations, interpretations, or clarifications made by tenderers must be submitted in written form by email, no later than 3:00 pm on July 8, 2024 in order that amendments, if necessary, are available to all tenderers in time to be considered for the preparation of their tender.

## **6.0 Late Submissions**

Tenders will be marked with their receipt time upon receipt. Only complete Tenders received before the Closing Time will be considered to have been received on time. Tenders received late will be marked late and not considered or evaluated. In case of a dispute, the Tender receipt time as recorded by the Regional District will prevail whether accurate or not.

## **7.0 Changes to Tenders**

A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time:

- (a) For changes to price only, by submitting an amendment via email or mail at the address identified at the beginning of Part B of this Invitation to Tender, identifying a plus or minus variance to the Tenderer's Tender Price; or
- (b) In all cases, by delivering a completely new Tender in accordance with Part A to this Invitation to Tender, clearly indicating it replaces the previously submitted Tender.

Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the Regional District shall only review and evaluate the Tender as amended.

## **8.0 Bid Prices**

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

8.2 Tender prices must remain open for acceptance for a period of ninety (90) days from the Closing Date unless otherwise stated by the Regional District.

## **9.0 Contractor's Relief Coverage**

The Contractor must have arrangements made in advance for relief coverage for occasions when the Contractor is unavailable to complete the duties of the Contract as specified in Appendix D. Tenderer must identify person(s) who are subcontractors or affiliates of the Tenderer that will be used for relief coverage on the form attached as Appendix D.

The Contractor may not use affiliates of the Contractor or subcontract relief coverage to a firm or individual whose current or past corporate or other interest, may, in the Regional District's opinion, give

rise to an actual, perceived, or potential conflict of interest in connection with the services described in the Tender. This includes, but is not limited to, involvement by the firm or individual in the preparation of the Tender or a relationship with any employee, contractor or representative of the Regional District or the Bear Lake Community Commission involved in preparation of the Tender, participating in evaluation or in the administration of the Contract. If a Tenderer is in doubt as to whether a proposed Relief Person(s) or affiliate of the Contractor might be in a conflict of interest, the Tenderer should consult with the Project Manager prior to submitting a Tender. By submitting a Tender, the Tenderer represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of the Tender.

#### **10.0 Rejection of a Tender**

- 10.1 The Regional District may, in its sole discretion, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District. The lowest, or any Tender, will not necessarily be awarded.
- 10.2 Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.
- 10.3 The Regional District's intent is to enter into a Contract with the Tenderer who has submitted the best offer. The Regional District reserves the right to accept any or none of the Tenders submitted and will evaluate Tenders based on the best value offered to the Regional District and not necessarily the lowest price. The Regional District reserves the right in its sole unrestricted discretion to:
- (a) accept any Tender which the Regional District deems most advantageous to itself;
  - (b) reject any and/or all irregularities in a Tender submitted;
  - (c) waive any defect or deficiency in a Tender whether or not that defect or deficiency materially or substantially affects the Tender and accept that Tender;
  - (d) reject any and/or all Tender for any reason, without discussion with the Tenderer(s);
  - (e) accept a Tender which is not the lowest Tender; and
  - (f) cancel or reissue the Tender without any changes.
- 10.4 Without limiting any other provision of this Tender, the Regional District may, in its sole discretion, reject a Tender submitted by a Tenderer, if the Tenderer or any officer or director of a corporate Tenderer, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

## **11.0 Conflict of Interest**

- 11.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a Conflict of Interest Disclosure Statement (Appendix F).
- 11.2 Without limiting any other provision of this ITT, the Regional District may reject a Tender based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Tender where:

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

A Tenderer who has any concerns regarding whether a current or prospective employee, advisor or member of that Tenderer is, or may be, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Tenderer and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Tender based on the information provided.

## **12.0 Tender Evaluation**

- 12.1 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost effectively complete the work described in this ITT.
- 12.2 The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District staff shall use the following criteria to evaluate tenders received:
- (a) Tenderer's Qualifications, Experience, and References;

- (b) Tender Price; and
- (c) Any other criteria staff deem relevant.

12.3 The Tenderer acknowledges that the Regional District may rely upon criteria that the Regional District deems relevant even though such criteria may not have been disclosed to the Tenderer. By submitting a Tender, the Tenderer acknowledges the Regional District's right under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept the Tenderer's Tender, whether or not such right of action arises in contract, negligence, bad faith or any other cause of action.

12.4 Notwithstanding any other provision in this ITT, the award of a Contract by the Regional District may be subject to the availability of funding and the approval of the Board.

### **13.0 Proof of Ability**

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

### **14.0 Examination of Contract Documents and Site**

14.1 The Tenderer will satisfy themselves as to the practicality of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.

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

### **15.0 Liability for Errors**

15.1 The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a Tender pertaining to this ITT. The accuracy and completeness of the Tender is the Proponent's responsibility. If errors are discovered, they will be corrected by the Tenderer at their expense.

15.2 Tenderers acknowledge that the Regional District, in the preparation of the ITT supply of oral or written information to Tenderers, review of Tenders or the carrying out the Regional District's responsibilities under this ITT, does not owe a duty of care to Tenderers.

### **16.0 Limitation of Liability**

Except for claims for costs of preparation of its Tender, each Tenderer, by submitting a Tender, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses, loss of profits, loss of opportunity

or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Tender process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Tender or otherwise breached or fundamentally breached the terms of this ITT.

### **17.0 Ownership of Tenders and Freedom of Information**

17.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.

17.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Board meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

### **18.0 Confidentiality**

In accordance with the *Freedom of Information and Protection of Privacy Act*, Tenderers will treat as confidential and will not, without prior written consent of the Regional District, 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 a Tenderer as a result of this ITT except insofar as such publication, release or disclosure is required by the laws of British Columbia.

**APPENDIX A – BIDDER CHECKLIST**

Before submitting your tender bid, check the following points:

- |                          |  |       |
|--------------------------|--|-------|
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed?   | _____ |
| <input type="checkbox"/> | Is the Schedule of Prices completed?             | _____ |
| <input type="checkbox"/> | Are the following pages included?                |       |
|                          | • Contractor's Relief Coverage                   | _____ |
|                          | • Tenderer's Experience in Similar Work?         | _____ |
|                          | • Conflict of Interest Disclosure Statement?     | _____ |
|                          | • Goods and Services Tax Information?            | _____ |
|                          | • Addendum(s) (if any)                           | _____ |
| <input type="checkbox"/> | Are the documents complete?                      | _____ |
| <input type="checkbox"/> | Are the documents enclosed in a sealed envelope? | _____ |

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

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

- Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC  
V2L 1P8
- INVITATION TO TENDER CS-24-03  
Bear Lake Maintenance Contractor Services
- Tenderer's name and address.

## APPENDIX B – TENDER FORM

Date: \_\_\_\_\_

Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Tender Form, Schedule of Prices, Contractor's Relief Coverage, Tenderer's Experience in Similar Work, Conflict of Interest Statement, Goods and Services Tax Information and subsequent written Addendum(s) (if any), and having satisfied myself/ourselves as to the sufficiency of the ITT, the undersigned agrees to furnish all labour, transportation, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work.

I/We agree that in consideration of having my/our tender submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for ninety (90) days from the date of the tender opening and will not be withdrawn during that period of time.

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

I/We agree that the Relief Person(s) utilized will be as listed on the Contractor's Relief Coverage form for relief coverage when the Contractor is not available and further agree that no changes or additions will be made to the list without written approval of the Regional District.

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

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

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

I/We hereby acknowledge receipt and inclusion of the following Addendum(s) to the ITT Documents:

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

Signed and Delivered by:

_____ Signature of Authorized Signatory	_____ Name of Tenderer
_____ Name of Authorized Signatory (Please print)	_____ Address
_____ Title	_____ City, Province, Postal Code

Signed in the presence of:

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



APPENDIX C - SCHEDULE OF PRICES – TENDERED PRICE

To provide all necessary labour, transportation, equipment, materials, supervision and services and all things necessary for maintenance contractor services for community buildings and properties owned by the Regional District and located at Bear Lake, BC in accordance with the attached General Conditions and Operational Specifications.

1) TENDERED SUM:

- A. Lump sum tendered price per month (**GST not included**):  
Maintenance Contractor Services \$ \_\_\_\_\_ per month
  
- B. Rate: Other duties, as applicable (**GST not included**): \$ \_\_\_\_\_ per hour

WorkSafeBC Registration Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX D – CONTRACTOR’S RELIEF COVERAGE**

The Contractor must have arrangements made in advance for relief coverage for occasions when the Contractor is unavailable to complete the duties of the Contract.

The Contractor agrees that the people used for relief coverage will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District and Bear Lake Community Commission immediately upon change in relief person.

<b>Name of Relief Person(s)</b>	<b>Relief Person(s) Experience / Qualifications</b>

**APPENDIX E - TENDERER'S EXPERIENCE IN SIMILAR WORK**

The Contractor is to demonstrate that they have relevant commercial/public facility maintenance experience. List professional and recent experience.

<b>Year</b>	<b>Work Performed</b>	<b>Reference Contact (name and phone number)</b>	<b>Value</b>

APPENDIX F - CONFLICT OF INTEREST STATEMENT

CS-24-03  
Bear Lake Maintenance Contractor Services

Tenderer's Name: \_\_\_\_\_

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

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

State reason(s) for Conflict of Interest:

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

\_\_\_\_\_  
Print Name of Person Signing Disclosure

\_\_\_\_\_  
Authorized Representative of

\_\_\_\_\_  
Signature of Person Making Disclosure

\_\_\_\_\_  
Date Signed

**APPENDIX G - GOODS AND SERVICES TAX INFORMATION**

Supplier: \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Province \_\_\_\_\_  
Postal Code \_\_\_\_\_ Phone Number \_\_\_\_\_

Are you a GST Registrant? Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, please indicate your registration number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX H – SAMPLE 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 labour, transportation, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender CS-24-03 – Bear Lake Maintenance Contractor Services",
  - (b) Commence to actively proceed with the work of the Contract September 1, 2024.
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 Invitation and Instructions to Tenderers, Tender Form, Schedule of Prices, Contractor's Relief Coverage, Tenderer's Experience in Similar Work, Conflict of Interest Statement, Goods and Services Tax Form, all appendices, amendments and Addendum(s), as well as the tenderer's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Clause 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The Contractor at \_\_\_\_\_  
address

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

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
GM of Legislative and Corporate Services

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF  
**CONTRACTOR**

DO NOT SIGN SAMPLE ONLY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name and Title) (Please print)

## APPENDIX I - GENERAL CONDITIONS

### TABLE OF CONTENTS

1.0 DEFINITION OF TERMS .....	25
2.0 PROOF OF ABILITY .....	25
3.0 INTENT OF CONTRACT.....	25
4.0 COMMISSION’S STATUS.....	26
5.0 REGIONAL DISTRICT’S RIGHT TO CORRECT DEFICIENCIES .....	26
6.0 RECORD KEEPING.....	26
7.0 ASSIGNMENT OF CONTRACT.....	27
8.0 REGIONAL DISTRICT’S TERMINATION OF CONTRACT .....	27
9.0 CONTRACTOR’S TERMINATION OF CONTRACT.....	27
10.0 CONTRACTOR’S RELIEF PERSON(S).....	27
11.0 OWNERSHIP.....	27
12.0 PERMIT AND REGULATIONS.....	28
13.0 INJURY OR DAMAGE TO PERSONS OR PROPERTY .....	28
14.0 CHANGES IN THE WORK.....	28
15.0 CONTRACT PRICE .....	28
16.0 PAYMENT.....	28
17.0 TAXES (GST AS APPLICABLE).....	29
18.0 PAYMENT WITHHELD OR DEDUCTED .....	29
19.0 FORCE MAJEURE .....	29
20.0 INSURANCE .....	30
21.0 DURATION OF CONTRACT .....	30
22.0 WORKSAFE BC.....	30
23.0 RIGHTS OF WAIVER.....	31
24.0 SEVERABILITY.....	31



## 1.0 DEFINITION OF TERMS

“**Commission**” means the Bear Lake Community Commission.

“**Contract Documents**” means and includes the complete and completed set of all documents, specifications, drawings, and addenda incorporated therein, as listed in the Tables of Contents.

“**Equipment**” means anything and everything, except persons, used by the Contractor in performance of the Work and except materials as specified herein.

“**Facility**” or “**Facilities**” means the buildings and properties owned by the Regional District in the community of Bear Lake.

“**Manager**” means the Manager of Community Services for the Regional District of Fraser-Fort George, or their authorized representative as designated to the Contractor.

“**Site**” means the community of Bear Lake.

“**Relief Person**” means any person, contractor affiliate, firm, or corporation approved by the Regional District used for the execution of part, or parts of, the Work included in this Contract but does not include one who supplies materials.

“**Supply**” or “**Provide**” means supply and pay for and/or to provide and pay for.

“**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.

## 2.0 PROOF OF ABILITY

Contractors will be competent and capable of performing the Work and may be required to provide evidence of previous experience and financial responsibility before the Contract is awarded. It is required that the prospective contractor have mechanical aptitude and be able to maintain Regional District equipment including but not limited to the tractor, lawn mower and snowblower.

## 3.0 INTENT OF CONTRACT

The intent of the Contract is that the Contractor will provide all necessary labour, transportation, equipment, materials, supervision and services and all things necessary for maintenance contractor services for community buildings and properties owned by the Regional District and located at Bear Lake, BC, and fulfill everything as set forth in and in strict accordance with the Contract Documents or as directed by the Commission and Regional District and all incidental Work for the project entitled “CS-24-03 – Bear Lake Maintenance Contractor Services” from September 1, 2024 to August 31, 2025.

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

#### **4.0 COMMISSION'S STATUS**

The Commission will be the Regional District's representative during the period of the Contract and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Facilities in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Commission 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 Commission is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as they consider necessary. The Contractor will comply with such an order immediately. Neither the giving nor the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

#### **5.0 REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES**

The Commission and the Regional District shall have and retain full authority to inspect the Work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

#### **6.0 RECORD KEEPING**

The Contractor must provide the Commission the completed Bear Lake Maintenance Contract Checklist at each month end or sooner if requested. In addition, the Contractor will, upon the request of the Commission, fully inform the Commission of the Work done and to be done by the Contractor in connection with the provision of the services.

The Contractor will permit the Commission and or the Regional District 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 Commission and/or the Regional District, or provided by the Commission and/or the Regional District to the Contractor as a result of this Contract.

In connection with the provision of the services the Contractor must keep the following records and documents. These documents will be made available to the Commission and/or the Regional District when requested unless otherwise specified:

- Maintain accurate records as required by the Commission and/or Regional District (see Appendix K, Bear Lake Contractor Checklist) and submit the completed checklist to the Commission and the Regional District on a monthly basis.
- Complete appropriate entries in logbooks, meter records, equipment records, and maintenance records, provided for such purposes at applicable Facilities as directed.
- Keep a daily diary that will be made available upon request to the Commission and/or the Regional District.

## **7.0 ASSIGNMENT OF CONTRACT**

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

## **8.0 REGIONAL DISTRICT'S TERMINATION OF CONTRACT**

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Clause 4 on page 26, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

## **9.0 CONTRACTOR'S TERMINATION OF CONTRACT**

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

## **10.0 CONTRACTOR'S RELIEF PERSON(S)**

The Contractor's relief person 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, the Commission and Regional District staff. Any relief person who, in the opinion of the Commission and/or the Regional District, does not perform their Work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is willfully negligent will, at the written request of the Community Services Manager, be removed from the Site of the Work immediately and will not be utilized again for any portion of the Work without the approval of the Community Services Manager.

The Contractor will:

- provide and keep current the Commission and the Regional District with a list of person(s) performing the Work, including the contact phone number(s);
- notify in advance the Commission and Regional District on each occasion when the Contractor will be unavailable and who the relief person(s) performing the Work in the Contractor' absence will be;
- ensure that relief person(s) have full knowledge of the operating requirements of the Contract; and
- ensure that relief person(s) have the ability, a mobile device and the necessary names and phone numbers, to immediately contact the Commission and the Regional District if any problems should arise.

## **11.0 OWNERSHIP**

The material produced, received, or provided by the Commission and/or the Regional District to the Contractor as a result of this Contract and any Equipment, machinery or other property provided by the Commission or the Regional District to the Contractor as a result of this Contract will:

- a) remain the exclusive property of the Commission and/or the Regional District; and
- b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Commission and/or the Regional District by the Contractor, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract

## **12.0 PERMIT AND REGULATIONS**

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

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

## **13.0 INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the Site and will comply with the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the Site due to any act, omissions, neglect or default of the Contractor, or their relief person(s), 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.

## **14.0 CHANGES IN THE WORK**

The Commission and 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 Commission and 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 is completed and signed by the Commission, the Regional District, and the Contractor.

## **15.0 CONTRACT PRICE**

The Schedule of Prices must be completed and included in the tender submission. All prices for the work shall be stated in Canadian dollars. Please show the lump sum tendered price per month excluding taxes. The Tendered sum must be open for acceptance for sixty (60) days from the time of tender opening, unless otherwise stated by the Regional District.

## **16.0 PAYMENT**

Upon the last day of each month for the duration of the Contract, the Contractor will submit to the Commission an itemized invoice, showing all taxes separately, along with the completed checklist for the month detailing the Works for the identified period.

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 Commission that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month and the Contractor will accept such as full payment and reimbursement as aforesaid. No payment will be made for materials supplied by the Commission or the Regional District.

#### **17.0 TAXES (GST as applicable)**

Federal and Provincial laws state that taxes be paid on all goods and services. If the Contractor does not qualify as a small supplier under Section 148 of Part IX of the *Excise Tax Act*, then the Contractor is required to identify the taxes (GST as applicable) on all invoices and the Regional District is liable to pay this amount to the Contractor.

#### **18.0 PAYMENT WITHHELD OR DEDUCTED**

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

- a) where the Contractor is not performing the Work satisfactorily;
- b) where any defective or faulty Work has not been remedied;
- c) where there are affidavits of claim of lien, or liens filed against the Site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens;
- d) where there exist unsatisfied claims for damages caused by the Contractor to anyone on the Site or in connection with the Work;
- e) where the Regional District has corrected a deficiency under Clause 5 on page 26.

#### **19.0 FORCE MAJEURE**

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Contractor. Whereas a result of Force Majeure there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Clause 16 on page 28 of the ITT Agreement, as may be agreed by the Contractor. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this

Agreement following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Clause 16 on page 28 of the ITT.

## **20.0 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:

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

The Contractor shall ensure that all relief person(s) used by the Contractor, for the purposes of this Contract meet the insurance requirements outlined in Section 20 (b) if they are using their person vehicle while carrying out the work of the Contract.

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

## **21.0 DURATION OF CONTRACT**

The duration of the Contract will be from 12:01 a.m., September 1, 2024 to midnight, August 31, 2025. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each extension will be for a one (1) year period and the total Contract duration will not exceed three (3) years. Each period of renewal will be as per the Schedule of Prices at the tendered rates.

## **22.0 WORKSAFE BC**

Prior to undertaking any of the work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work. For the duration of the Contract the Contractor will pay and keep current all assessments required by WorkSafeBC in relation to the Contract amount.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District every six (6) months during the term of the Contract. Where the Contractor is delinquent in WorkSafeBC assessments or coverage, the outstanding assessment may be deducted from their Contract payment and paid to WorkSafeBC on the Contractor's behalf by the Regional District.

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor must provide a copy of a letter from WorkSafeBC confirming ineligibility.

### **23.0 RIGHTS OF WAIVER**

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

### **24.0 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 paragraphs hereof will not be affected.

**APPENDIX J - OPERATIONAL SPECIFICATIONS**

**TABLE OF CONTENTS**

<b>1.0 REGULAR DUTIES .....</b>	<b>33</b>
<b>2.0 STANDARDS .....</b>	<b>35</b>
<b>3.0 EQUIPMENT AND TOOLS .....</b>	<b>35</b>
<b>4.0 MATERIALS .....</b>	<b>35</b>
<b>5.0 CONTRACTOR'S STRUCTURES .....</b>	<b>36</b>
<b>6.0 REGIONAL DISTRICT'S FACILITIES, INFRASTRUCTURE AND EQUIPMENT .....</b>	<b>36</b>
<b>7.0 SECURITY .....</b>	<b>36</b>
<b>8.0 HAZARDS .....</b>	<b>36</b>



## 1.0 REGULAR DUTIES

The minimum standards for routine maintenance services shall include, **but are not limited** to the following:

### 1.1 General Services

- check for vandalism and perform general cleanup including litter pickup around all community buildings
- inspect buildings and properties for hazards and ensure signs are not damaged
- landscaping maintenance at Cemetery, Commission, Ambulance Station, and community park including mowing grass, tilling, and edging flower beds and tree wells, watering, and fertilizing at Ambulance Station
- check lighting at:
  - Ambulance station
  - Commission building
  - Boulevard garbage can
- general maintenance and repairs in all community buildings and facilities including, but not limited to:
  - furnace, hot water tank, and air conditioner maintenance, including changing filters and cleaning all screens
  - plumbing fixtures; toilets, sinks, drains, and taps, including unplugging toilets and sinks and replacing or repairing broken or leaking fixtures
  - replacing light bulbs and fluorescent tubes in all community buildings
  - remove snow from Community Hall front porch roof when in excess of 12 inches (30.5 cm) deep
- perform routine maintenance and simple repairs on equipment such as on the tractor and lawn mower
  - **snow removal**, keep facilities entrances, driveways, and parking lots free and clear of snow and ice accumulation to maintain user safety in a manner to allow safe and reasonable access to and from the areas, including but not limited to:
    - apply pedestrian traction material and de-icing materials as required
    - facilities, in priority order for snow removal are the:
      1. Ambulance Station, must be done by 7:30 a.m. and be kept clear throughout the day during heavy snowfall events, must be cleared wide enough to accommodate a stretcher and attendants,
      2. Commission building, must be done by 7:30 a.m. and be kept clear throughout the day during heavy snowfall events,
      3. EV Charging station drive and parking area, to be kept clear throughout the day during heavy snowfall events,
      4. pumphouse,
      5. Community Hall, and
      6. Cemetery.
  - **no snow is to be blown onto lawns, into any landscaping, or onto the Community Hall decks.**

### 1.2 Services Performed as required

Garbage is to be removed from the following locations:

- Ambulance Station (1 receptacle)
- Commission Office (1 receptacle)
- Boulevard (2 receptacles)
- Community Hall property (2 receptacles)

1.3 Services Performed on an Annual Basis (or as directed by the Regional District)

- check fire extinguishers certification

1.4 Services Performed on a Monthly Basis

- run portable generator under load (50% ±)
- agitate fire extinguishers
- Cemetery: inspect fencing and check ground for vandalism and litter

1.5 Services Performed Semi-Annually

- mow baseball fields (June & September or as directed by the Commission)
- clean window exteriors at ambulance station and Commission Building
- test CO2 and smoke detectors

1.6 Other Duties

- the Regional District may, with consent of the Contractor, assign other duties which may include participating in occasional cemetery internments and other duties not identified in Section 1. Regular Duties of the Operational Specifications

1.7 Bear Lake Community Drinking Water System

- Respond immediately when notified of a water alarm and immediately notify Regional District Utilities staff. (Contact information for Utilities staff will be provided by Regional District Environmental Services.)
- Maintain fire hydrants clear of snow and weeds, minimum 2 foot (0.61 m) wide swath around hydrant and a 6 foot (1.83 m) wide access path from road to hydrant.
- Investigate water system problems and any potential problems that may require further investigation and/or possible repairs, and report findings to the Regional District Utilities staff. Please note: maintenance on the drinking water system can only be performed by an EOCP certified operator.
- Turn off/on water service curb stops (training required) as directed by the Regional District staff. Water System Training will be provided to the Contractor by Regional District staff. A backflow preventer is required and will be provided by the Regional District.

a. Services performed on a daily basis

Inspect the pump house:

- for inside temperature (must remain above freezing);
- check for deficiencies i.e. water leaks or any other abnormal conditions; and
- report any concerns or deficiencies to the Regional District immediately.

b. Services performed on a weekly basis (or as directed by the Regional Direct)

- record on the log sheet at pumphouse: water meter readings, pump run hours and water reservoir levels;
- confirm all lights are working in the pumphouse and compound;
- visually inspect the drinking water system reservoir (from the ground) for leaks or other problems; and
- record Canfor mill water meter readings on the log sheet.

## **2.0 STANDARDS**

The Contractor agrees to fulfill the responsibilities of the Contract in a professional manner and specifically:

- maintain and perform repair Work to the standards appropriate to the Commission and the Regional District,
- clean up any waste or other materials used in or resulting from the Contractor's maintenance activity,
- schedule Work in an effort to minimize the disruption to users of community property and the general public, and
- maintain good and courteous relations when in contact with the public.

## **3.0 EQUIPMENT AND TOOLS**

- 3.1 The Contractor will be responsible to provide all tools, materials, supplies, and Equipment as may be required to fulfill the responsibilities of the Contract, except for those specified in Clause 4.1 on page 35 as being provided by the Regional District. Contractor supplied tools will remain the property of the Contractor. The Regional District will not be responsible for repairing or replacement of any tools supplied by the Contractor that are damaged, broken, lost, or stolen.
- 3.2 All Equipment and tools supplied by the Regional District will remain the property of the Regional District and the Contractor will return all tools and Equipment to the Regional District at the completion of the Contract term.
- 3.3 The Contractor shall keep all tools and Equipment supplied by the Regional District maintained and in good working order. Maintenance may include, but is not limited to, cleaning, changing oil and lubricants, maintaining correct tire pressure and minor repairs. The Regional District will supply all parts for Regional District owned Equipment maintenance and repairs. The Contractor is to keep an accurate logbook to record dates of maintenance and repairs for each piece of Regional District owned Equipment.
- 3.4 The Contractor will be responsible for replacing or repairing Regional District tools and Equipment that are lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged tools and Equipment.
- 3.5 The Contractor will immediately report any Equipment or Facility infrastructure breakdown or malfunction.
- 3.6 All tools and equipment that are utilized on any part of the drinking water system will be sanitized before use.

## **4.0 MATERIALS**

- 4.1 The Regional District will pay for parts or materials required for Equipment and building maintenance including, but not limited to: sand, salt, fertilizer, stain, oil, light bulbs, garbage bags and paper towels. It is expected that the Contractor will pick up supplies and parts required for the maintenance contract on their own time, at no cost to the Regional District.
- 4.2 The Contractor shall not use any tools, Equipment, or materials supplied by the Commission or the Regional District for any purpose other than the upkeep and maintenance of Regional District equipment, buildings, and/or property.
- 4.3 The Contractor shall not use the supplies or Equipment provided by the Commission or Regional District for personal use.

## **5.0 CONTRACTOR'S STRUCTURES**

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

## **6.0 REGIONAL DISTRICT'S FACILITIES, INFRASTRUCTURE AND EQUIPMENT**

- 6.1 The Contractor will not use any Regional District Facilities for personal use or for the storage of any of the Contractor's tools, Equipment, or anything else owned by the Contractor unless approved by the Regional District. Should written permission be given to the Contractor, the Regional District accepts no responsibility for damage, vandalism, or theft to any of the Contractor's property.
- 6.2 The Contractor will immediately call 9-1-1, upon the discovery of any fire, and then notify the Commission and the Regional District of the report to 9-1-1.
- 6.3 The Contractor will immediately report to the Commission any evidence of fire or acts of theft, vandalism, or damage to the Regional District's Facilities, infrastructure or Equipment.
- 6.4 The Contractor will be responsible for replacing and repairing any Regional District property that is lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged property.

## **7.0 SECURITY**

- 7.1 Any keys provided to assist the Contractor in the performance of their duties shall not be copied unless authorized by the Regional District. Such keys shall be returned to the Commission, as the representative of the Regional District, upon expiration or termination of this Contract, or when requested to do so by the Commission or the Regional District. Neither the Contractor, nor any of their workers, shall issue keys for copying or for unsupervised access to any of the Facilities. If the Contractor loses any keys, they will immediately notify the Commission.
- 7.2 The Contractor will ensure that no unauthorized persons are On-Site at the Facilities during the performance of their Work.
- 7.3 The Contractor will ensure that all gates and buildings and Equipment are secure prior to leaving the Facilities.

## **8.0 HAZARDS**

The contractor is responsible to notify the Commission of any perceived potential hazards relating to the Facilities noted while performing the Work.

APPENDIX K – BEAR LAKE MAINTENANCE CONTRACT CHECKLIST

See next page.

Period Covered:

**BEAR LAKE MAINTENANCE CONTRACTOR'S CHECKLIST**

Date:												Fr.	to:	
													DAILY	ck pump-house temp, deficiencies, water leaks etc.
													WEEKLY	check reservoir vent for blockages
														at pump-house record water meter readings, pump run hrs, water reservoir levels
														check lights in pump-house
														inspect water system reservoir from the ground for leaks etc.
														record Canfor Mill water meter readings
														check for vandalism and do general cleanup/litter pickup around community buildings
														MONTHLY
													agitate fire extinguishers	
													Cemetery: inspect fencing, check grounds for vandalism or litter	
													SEMI ANNUALLY	mow baseball fields
														clean exterior windows at Commission and Ambulance Stn
														test CO2 & smoke detectors
													ANNUAL	ck fire extinguishers certification
													REGULAR DUTIES - AS REQUIRED	investigate water system problems & report to the Regional District
														landscaping maint.-Cemetery, Commission, Ambulance Stn, Community Park
														inspect buildings for hazards and damage to signs
														clear hydrants of snow/weeds
														water lawns and fertilize flower beds at ambulance stn
														respond to building /water alarms
														maintain furnaces, h/w tanks, AC, change filters, clean screens
														maintain plumbing fixtures
														maintain lighting fixtures
														garbage removal Ambulance Stn, Boulevard, Commission, Comm Hall
														snow removal at Commission, Ambulance Stn, Community Hall
														sanding & salting at Commission, Ambulance Stn, Community Hall
														snow removal at access rd to pump-house
														snow removal at Cemetery driveway (for interments only)
														snow removal at Community Hall front porch roof