



REGIONAL DISTRICT  
OF BULKLEY-NECHAKO

# AGENDA

## MEETING NO. 5

APRIL 16, 2015

P.O. BOX 820  
BURNS LAKE, BC V0J 1E0  
PHONE: (250) 692-3195 OR 1-800-320-3339  
FAX: (250) 692-3305  
[www.rdbn.bc.ca](http://www.rdbn.bc.ca)

"A WORLD OF OPPORTUNITIES  
WITHIN OUR REGION"

## **VISION**

***“A World of Opportunities  
Within Our Region”***

## **MISSION**

***“We Will Foster Social,  
Environmental, and  
Economic Opportunities  
Within Our Diverse Region  
Through Effective  
Leadership”***



**REGIONAL DISTRICT OF BULKLEY-NECHAKO  
SPECIAL BOARD MEETING  
Thursday, April 16, 2015**

**CALL TO ORDER**

**MOTION TO HOLD SPECIAL BOARD MEETING**

In accordance with Section 222.1 (2) of the *Local Government Act*, the Regional District of Bulkley-Nechako Board of Directors calls a Special Board Meeting.

**PAGE NO.**

**ACTION**

**AGENDA – APRIL 16, 2015**

**Approve**

**SUPPLEMENTARY AGENDA**

**Receive**

**UNSIGHTLY PREMISES BYLAW ENFORCEMENT**

**4-16**

**Bylaw Enforcement – 100 Finmoore Rd.  
Contractor Selection Documents**

**Receive**

**SUPPLEMENTARY AGENDA**

**NEW BUSINESS**

**ADJOURNMENT**



## Prequalification of Contractors for Unightly Premises Clean-up and Derelict Building Removal

The Regional District of Bulkley Nechako (RDBN) invites submissions for the prequalification of contractors to bid on contracts to clean up unsightly premises and remove derelict structures from private property for the RDBN. The services to be bid on include the following.

1. The removal, transportation, and disposal of filth, discarded materials, rubbish, scrap metal, automobile wrecks, or derelict automobile bodies from private property under the direction of the RDBN. This may include the safe storage of materials removed from a property for collection by the owner.
2. The dismantling and removal of structures from private property, and the disposal of the demolition waste and structures.
3. The provision of all equipment, materials, and labour necessary to do the work.

The object of this prequalification is to provide the RDBN with a short list of qualified contractors. This list will be effective for a two year period with the option to extend for an additional one year period at the discretion of the RDBN.

This pre-qualification process is open to only those contractors that are in good standing with the Worker's Compensation Board of British Columbia, have valid comprehensive general liability insurance for an amount not less than two million dollars, and have automobile public liability and property damage insurance in the amount of two million dollars per occurrence per owned, non-owned or hired vehicle.

Contractors having the capability to provide the services are invited to respond to this request by full completion of the Prequalification Form provided by the RDBN. The completed Prequalification Form may be submitted in a sealed envelope marked "Prequalification for contractors for unsightly premises clean-up" to the attention of Jason Llewellyn at the RDBN office at PO Box 820, 37 3<sup>rd</sup> Avenue, Burns Lake, BC, V0J 1E0. Submissions will be received by the RDBN until 4:30 pm, Friday, April 30<sup>th</sup>, 2015.

To obtain the Prequalification Form, or ask questions related to this invitation for pre-qualification, please contact Jason Llewellyn, Director of Planning at 1-800-320-3339 or by email to [jason.llewellyn@rdbn.bc.ca](mailto:jason.llewellyn@rdbn.bc.ca).

Submissions will be evaluated at the discretion of the RDBN based upon the information contained in the submissions and a list of qualified contractors will be determined. Contractors on this list will be invited to submit quotations on contracts to clean up unsightly premises and remove derelict structures from private property for the duration of the pre-qualification period.

Any submission will not necessarily be accepted.



## Prequalification Form

**for contractors  
for unsightly premises clean-up**

**Business Name:** \_\_\_\_\_

**Address:**

Street: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code \_\_\_\_\_  
Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**GST Registration No.:** \_\_\_\_\_

**Type of Organization (check one only):**

Corporation     Proprietorship     Partnership     Other

**How long in business?**    \_\_\_\_\_ years

**Names and Titles of Officers, Partners and Principal(s):**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Please check the service your business is able to provide**

Unightly Premises clean-up

Derelict structure removal

**Please attach a letter of other information describing your business, and its qualifications to provide the services.**

Name: \_\_\_\_\_

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

Position: \_\_\_\_\_

Signature: \_\_\_\_\_



## **Request for Quotes Unightly Premises Clean up**

**100 Finmoore Road**

May, 29<sup>th</sup>, 2015

### **1. Description of Project**

The Regional District of Bulkley-Nechako (RDBN) is requesting cost quotations for the following services: The removal, transportation, and disposal of all filth, discarded materials, rubbish, scrap metal, automobile wrecks, and derelict automobile bodies from the property located at 100 Finmoore Road, in accordance with the terms of an order of the Supreme Court of British Columbia dated February 27, 2014, Prince George Registry Number 1344075.

Only companies that the RDBN considers to be qualified will be considered for this project. The party whose quote is accepted will be expected to enter into a contract to carry out the work based on the quote submitted in response to this Request for Quote. This Request for Quote is based on the premise that the value of the recyclable scrap metal material will offset the cost of removing, transporting, and disposing of the materials removed from the property.

The Regional District reserves the right to reject any or all quotes and to accept the quote deemed most favourable to the interests of the Regional District. The Regional District shall not be obligated in any manner whatsoever, under contract law or otherwise, to any person who submits a quote until a written contract has been approved by the RDBN Board and duly executed relating to the project. The Regional District reserves the right to not select any quote and to not proceed with the project.

### **2. Contractor Duties and Responsibilities**

The quote should be provided based on the following contractor duties and responsibilities:

- a. The contractor will provide all of the equipment and labour necessary to provide the services.
- b. The contractor will drain all fluids from vehicles removed from the property prior to transport.
- c. The contractor will be responsible for disposing of all materials removed from the property.
- d. The contractor will remove the materials from the property within a consecutive three day period.

- e. The contractor will deduct the value of all scrap metals removed from the cost of removing, transporting, and disposing of all of the materials from the property.
- f. The contractor must provide to the Regional District a summary of weights of recyclable metals removed from the property with their invoice, along with scale tickets for each load of recyclable metals.
- g. In the event that the value of all scrap metals removed exceeds the cost of removing, transporting, and disposing of all of the materials from the property the contractor will pay the Regional District the revenue that is in excess of the costs.
- h. The contractor will ensure that the services are provided in conformity with the Worker's Compensation Act, R.S.B.C. 1996, c. 492, as regards to employee coverage and benefits and safety regulations.
- i. The contractor will ensure that all services are provided in strict compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or municipal statute, regulation, bylaw, permit or approval relating in any respect to the contractor's provision of the Services under this Agreement.
- j. The contractor will indemnify and save harmless the Regional District, its elected officials, appointed officers, employees, agents and contractors from and against all claims, costs, losses, damages, actions, causes of action and expenses arising from: (a) any personal injury, bodily injury, property damage and death arising from or connected with the provision of Services by the Contractor, or its agents, employees, sub-contractors or sub-consultants; (b) any error, omission or negligent or willful act of the Contractor in the performance of the Services by the Contractor or its agents, employees, prime contractor, sub-contractors or sub-consultants; or (c) from any breach of this Agreement by the contractor.
- k. The contractor will maintain public liability and property damage insurance with an insurer satisfactory to the Regional District in accordance with the following terms:
  - i. maintain comprehensive General Liability insurance in the minimum amount of TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury and property damage. The Regional District shall be added as an Additional Insured. The policy shall also contain an endorsement to provide the Regional District with thirty (30) days prior written notice of cancellation or material change in the policy; and
  - ii. maintain automobile public liability and property damage insurance in the minimum amount of TWO MILLION DOLLARS (\$2,000,000) per occurrence per owned, non-owned or hired vehicle.

### **3. Regional District Duties and Responsibilities**

The quote should be provided based on the following Regional District duties and responsibilities:

- a. The Regional District will pay to the contractor a fee for the services, less the value of all recycled metal removed from the property, as follows:
  - i. the cost of labour, materials, and machinery involved in the removal, loading, and clean up of materials from the property;
  - ii. the cost of transportation of non-recyclable metal materials to the Clearview landfill, and recyclable metals to a processing facility;
  - iii. the tipping fee of \$60 per metric tonne at the Clearview landfill.
- b. The Regional District shall not be responsible for paying mobilization or demobilization costs for personnel or equipment to or from the subject property.
- c. The Regional District shall arrange and make provision for the contractor's entry and ready access to the property as necessary to enable the contractor to perform the services.
- d. The Regional District shall provide on-site oversight of the material removal, including the identification of materials to be removed.

### **4. Quotation Submission Requirements**

Quotations submitted to the Regional District of Bulkley-Nechako must contain the following information:

- a. The value of the recyclable metal, per metric tonne, to be deducted from the cost of removing, transporting, and disposing of all of the materials from the property or paid to the Regional District in the event that the value of all scrap metals removed exceeds the cost of removing, transporting, and disposing of all of the materials from the property.
- b. An itemized list of the labour, equipment, and vehicles to be used.
- c. The hourly cost per hour for each person, piece of equipment, and vehicle to be used.
- d. An estimate of the number of hours for each person, piece of equipment, and vehicle to be used to provide the services.
- e. An estimated total cost for the project.
- f. Proposed date/s that the services can be provided (it is noted that the Regional District is required to provide the property owner two weeks notice prior to the removal of materials from the property).
- g. Description of final destination of recycled metal.
- h. List of previous experience and references (including contact information);

- i. Confirmation that insurance requirements will be met if awarded contract;
- j. Confirmation that the contractor is in good standing with Worksafe BC.

All quotations must be received in full by **12:00 pm (noon), month and day, 2015**. Quotations may be received by facsimile at 250-692-1220 or by email at [jason.llewellyn@rdbn.bc.ca](mailto:jason.llewellyn@rdbn.bc.ca)

## **5. Pre Quote Site Visit**

Persons intending to submit a quote will be offered an opportunity to inspect the subject property on \_\_\_\_\_, 2015. The quote should take into consideration that the site conditions, and the materials to be removed, may not be the same on the day the work is to be undertaken. Subsequent site inspections can be arranged on request for the person whose quote is accepted to allow their planning for the work.

## **6. Award of Contract**

The intent of this document is to enter into a Contract with a skilled and qualified Contractor for the work.

- a. Quotes will be evaluated based on factors such as experience in similar projects, ability to perform the contract according to its terms, availability of contractors' workforce and subcontractors if applicable, reputation for quality of work, the quoted price and the level of service.
- b. The person whose quote is accepted will be asked to enter into a contract with the RDBN regarding the work, before the work commences.
- c. The Contractor will provide the required documentation verifying required insurance coverage and WorkSafe BC coverage prior to entering into a contract for the work.
- d. The work may only proceed on the days and times specified in the contract, and under the oversight of Regional District staff. No work is to proceed without the prior authorization of the Regional District to the Contractor.
- e. The Regional District reserves the right to disqualify any quotation that fails to meet any requirement of this Invitation to Quote.
- f. At the sole discretion of the Regional District of Bulkley-Nechako, the lowest, highest or any price quote will not necessarily be accepted. The Regional District reserves the right to not award a contract pursuant to this Request for Quotations, at its sole discretion.

All questions should be directed to Jason Llewellyn, Director of Planning at 1-800-320-3339.

CONTRACTOR'S AGREEMENT

THIS CONTRACTOR'S AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_, 201 .

BETWEEN:

**REGIONAL DISTRICT of BULKLEY-NECHAKO**

(the "Regional District")

OF THE FIRST PART AND:

\_\_\_\_\_  
(the "Contractor")

OF THE SECOND PART

**WHEREAS:**

- A. The Contractor wishes to perform the services described in Schedule "A" to this Agreement (the "Services") commencing on \_\_\_\_\_, 201\_\_;
- B. The Regional District Board has authorized the Services in accordance with its statutory powers, Bylaws and Resolutions, and the Regional District wishes to engage the Contractor to perform the Services commencing on \_\_\_\_\_, 201\_\_, subject to the terms and conditions contained in this Agreement;
- C. The Regional District has agreed to engage the Contractor and the Contractor has agreed to be engaged by the Regional District in respect of the Services on a contractual basis, upon the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE**, the parties hereto, in consideration of the covenants hereinafter contained, and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree as follows:

**1.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES TO THE REGIONAL DISTRICT**

**1.1 THE CONTRACTOR SHALL:**

- 1.1.1 Render the Services to the Regional District under this Agreement with that degree of care, skill and diligence normally provided by Contractors having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such Services are rendered and more particularly set out in Schedule "A";
- 1.1.2 Not undertake any work for the Regional District that is additional to or supplemental to or in substitution of the Services, unless authorized in writing by the Regional District;
- 1.1.3 Provide all equipment and labour necessary for the performance of the Services;
- 1.1.4 Charge only the fees for the performance of all of the Services as set out in this Agreement to be performed by the Contractor;
- 1.1.5 Provide the Regional District with an invoice for all hours worked, in accordance with section 2.1.1;
- 1.1.6 Commence the Services to be provided under this Agreement by \_\_\_\_\_, 20\_\_\_\_ and complete work on the Services by \_\_\_\_\_, 20\_\_\_\_, or, if no time limit is specified, perform the Services promptly (the "Term");
- 1.1.7 At all times during the continuance of this Agreement maintain public liability and property damage insurance with an insurer satisfactory to the Regional District in accordance with the following terms:
  - (a) maintain comprehensive General Liability insurance in the minimum amount of TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury and property damage. The Regional District shall be added as an Additional Insured. The policy shall also contain an endorsement to provide the Regional District with thirty (30) days prior written notice of cancellation or material change in the policy;
  - (b) maintain automobile public liability and property damage insurance in the minimum amount of TWO MILLION DOLLARS (\$2,000,000) per occurrence per owned, non-owned or hired vehicle;
  - (c) provide to the Regional District prior to commencement of work, certificates of insurance or other evidence that satisfies the Regional District that the insurance required herein has been obtained and is in force;
  - (d) ensure that the Work is carried out in conformity with the *Worker's Compensation Act*, R.S.B.C. 1996, c. 492, as regards to employee coverage and benefits and safety regulations;
  - (e) be responsible for any deductible amounts under the policies. The cost of all insurance required by the Agreement shall be included in the Contractor's fees or maximum fee amount; and

- (f) provide satisfactory proof of WorkSafe BC coverage to the Regional District upon request.
- 1.1.8 Ensure that all Services are provided in strict compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or municipal statute, regulation, bylaw, permit or approval relating in any respect to the Contractor's provision of the Services under this Agreement;
  - 1.1.9 Ensure that the Services are provided in a manner which results in the least possible disturbance to the property; and
  - 1.1.10 Indemnify and save harmless the Regional District, its elected officials, appointed officers, employees, agents and contractors from and against all claims, costs, losses, damages, actions, causes of action and expenses arising from:
    - (a) any personal injury, bodily injury, property damage and death arising from or connected with the provision of Services by the Contractor, or its agents, employees, sub-contractors or sub-consultants;
    - (b) any error, omission or negligent or willful act of the Contractor in the performance of the Services by the Contractor or its agents, employees, prime contractor, sub-contractors or sub-consultants; or
    - (c) from any breach of this Agreement by the Contractor, provided that this section 1.1.9 shall survive the expiry or earlier termination of this Agreement, and is severable for such purpose.
  - 1.1.11 Provide to the Regional District a summary of weights of recyclable metals removed from the property with their invoice, along with scale tickets for each load of recyclable metals.
  - 1.1.12 Deduct the value of all recyclable metals removed from the cost of removing, transporting, and disposing of all of the materials from the property at a rate of \$\_\_\_\_\_ per metric tonne.
  - 1.1.13 In the event that the value of all scrap metals removed exceeds the payment to the Contractor in accordance with this agreement the Contractor will pay the Regional District the revenue that is in excess of the payment.

## **2.0 REGIONAL DISTRICT'S DUTIES AND RESPONSIBILITIES TO THE CONTRACTOR**

### **2.1 THE REGIONAL DISTRICT SHALL:**

- 2.1.1 Pay to the Contractor as a fee for all Services to be rendered under this Agreement, less the value of all recyclable metals removed, as follows:
  - (a) pay the Contractor for time spent on the performance of the Services under this Agreement at the rate of \$\_\_\_\_\_ per hour, exclusive of GST;

- (b) pay the Contractor for the Services within 30 days of invoice by the Contractor for hours worked;
- (c) the maximum amount payable by Regional District in respect of the Services pursuant to this Agreement, including any applicable taxes for the Services, shall be \$\_\_\_\_\_; and
- (d) no travelling time shall be invoiced or paid for personnel or equipment to any project site at any time.

2.1.2 Arrange and make provision for the Contractor's entry and ready access to property (public and private), as necessary to enable the Contractor to perform the Services.

**3.0 RELATIONSHIP**

3.1 The legal relationship between the Contractor and the Regional District arising pursuant to this Agreement is that of an independent contractor and purchaser of services. Nothing in this Agreement shall be interpreted so as to render the Regional District the employer or partner of the Contractor, or the employer of anyone working for the Contractor, and the Contractor must not do anything that would result in anyone working for the Contractor being considered an employee of the Regional District. The Contractor is not, and must not claim to be, the agent of the Regional District for any purpose.

**4.0 ASSIGNMENT**

4.1 Neither this Agreement nor any right, benefit or obligation conferred or imposed hereunder is assignable in whole or in part, whether by operation of law or otherwise, by either party without the prior written consent of the other party.

**5.0 TERMINATION**

5.1 The Regional District may terminate this Agreement in the event of any default or failure by the Contractor at any time during the Term immediately upon notice to the Contractor with no compensation payable to the Contractor for the termination or in lieu of notice.

5.2 If the Contractor becomes insolvent or is assigned into bankruptcy, the Regional District may immediately terminate this Agreement.

**6 DESIGNATED REPRESENTATIVE**

6.1 \_\_\_\_\_, or such other person designated by the Regional District, upon notice to the Contractor, shall be the representative authorized to act on the Regional District's behalf with respect to the performance of this Agreement, and may give direction to the Contractor with respect to the performance of the Services.

**7 ENTIRE AGREEMENT**

- 7.1 All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement and there are no representations, warranties, understandings or agreement other than those expressly set out in this Agreement. Any amendments to this Agreement must be made in writing and executed by the Regional District and the Contractor.

**8 GENERAL**

- 8.1 Except as may be specifically agreed in writing, no action or failure to act by the Regional District or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder.
- 8.2 A provision in this Agreement granting the Regional District a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the Regional District in its discretion.
- 8.3 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
- 8.4 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context so requires.
- 8.5 The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 8.6 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
- 8.7 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the construction hereof.
- 8.8 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
- 8.9 Time is of the essence of this Agreement.
- 8.10 This Agreement shall be construed according to and governed by the laws of British Columbia.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

REGIONAL DISTRICT of BULKLEY-NECHAKO )  
by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
 )  
\_\_\_\_\_)  
Name: )  
 )

[name of contractor] by its )  
authorized signatory(ies): )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
 )  
\_\_\_\_\_)  
Name: )

## SCHEDULE A SERVICES

This Schedule forms part of the Contractor's Agreement between the Regional District and the Contractor.

### 1. SERVICES

1.1 The Contractor shall provide the following services to the Regional District during the Term:

- a. Removal of unsightly conditions from the property located at \_\_\_\_\_, (the "Property") in accordance with the Regional District of Bulkley Nechako Unsightly Premises Bylaw No. 1649, 2012, which removal shall be comprised of the following services:
  - i. Removing the materials from the property as directed by the Regional District, within a consecutive three day period.
  - ii. Disposing of all materials removed from the property.
  - iii. The contractor will provide all of the equipment and labour necessary to provide the services.
  - iv. The contractor will drain all fluids from vehicles removed from the property prior to transport.
  - v. The contractor will be responsible for disposing of all materials removed from the property.
  - vi. The contractor will remove the materials from the property within a consecutive three day period.
  - vii. The contractor will take care to only disturb the property to the minimal extent necessary to undertake the required work.