



**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

**REQUEST FOR PROPOSALS**

**For**

**LANDFILL ORGANIC MATERIALS GRINDING SERVICES**

**RDOS-19-PW-02**

**January 18, 2019**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**LANDFILL ORGANIC MATERIALS GRINDING SERVICES**

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**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**LANDFILL ORGANIC MATERIALS GRINDING SERVICES**

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**1. INTRODUCTION**

**1.1. PURPOSE**

The Regional District of Okanagan-Similkameen is inviting Proposals from qualified firms with a demonstrated expertise in organics materials reduction through grinding/chipping.

The intent of this Request for Proposals is to establish a suitable chipping specification, schedule of service, and prices for equipment mobilization, grinding of accumulated material and transportation to an adjacent processed stockpile or loaded for off-site destinations.

General Landfill Grinding Specifications to be considered under the terms of this RFP include but are not limited to:

- Mobilization/Demobilization
- Wood and Organics Grinding Process
- Safety/Fire & Dust Suppression
- Product Grade
- Volume Measurement
- Contaminants Removal
- On-Site/Off-Site Loading and Transportation
- Site Preparation and Completion
- Cost

Detailed Specifications to be considered under the terms of this RFP are contained in the Scope of Work section of this package.

The Contractor must demonstrate compliance with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Proponents must demonstrate not only a technical understanding of the process, but also a commitment to superior service levels.

**1.2 BACKGROUND**

The Regional District of Okanagan-Similkameen administers the operation of the Campbell Mountain Landfill near Penticton, B.C. as well as the Okanagan Falls, Oliver and Keremeos Landfills. Scrap dimensional lumber, trees, prunings, brush, yard and garden waste, tree stumps and agricultural tree stumps are deposited at the landfills by contractors, private residents, contract haulers and by the local government curbside yard waste collection programs.

The organic materials may be accumulated in areas of the Landfill at the Regional District's discretion. Typical segregated materials consist of 1) commingled dimensional lumber, 2) tree and yard waste (including Yard Waste Collected through Local Government Curbside Programs, 3) tree stumps and 4) The Okanagan Falls Demolition Sorting Facility also produces stockpiles of sorted and floated wood waste materials.

The organic materials are stockpiled for reduction through a grinding process to obtain a graded, finished material with specified minimum/maximum dimensions suitable for future use as biosolids, compost feedstock, stand-alone compost feedstock, animal bedding, co-generation feedstock and landfill operational materials.

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1. SUBMISSION OF PROPOSALS**

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure their Proposal is received at the address or email set out above by the Closing Time. If submitting by hardcopy, please enclose three (3) hard copies and an electronic copy on a memory stick.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Andrew Reeder, Public Works Manager of Operations  
Public Works Department  
Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C. V2A 5J9**

**AND/OR**

**Attention: J. Johnson at [info@rdos.bc.ca](mailto:info@rdos.bc.ca)**

Proposals must be received on or before the **Closing Time** of:

**TIME: 3:00 PM local time**  
**DATE: Thursday, February 28, 2019**

Proposals will not be opened publicly. The Proponent accepts all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy.

Fax: **250.492.0063 Attention: J. Johnson**  
Email: [info@rdos.bc.ca](mailto:info@rdos.bc.ca) **Attention: J. Johnson**

**Hard copy: J. Johnson**  
**Public Works Department**  
**Regional District of Okanagan-Similkameen**  
**101 Martin Street**  
**Penticton, B.C. V2A 5J9**

It is the Proponent's sole responsibility to ensure their revisions were received, at the fax, e-mail or address set out above, prior to the Time of Closing. Proposals received after the Closing Time will not be considered or evaluated.

## **2.2. INQUIRIES**

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses providing new information will be recorded and distributed through an addendum. Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Don Hamilton  
Email: [dhamilton@rdos.bc.ca](mailto:dhamilton@rdos.bc.ca)

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District Directors or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

## **2.3. SITE MEETING or PRE-PROPOSAL MEETING**

No mandatory site meeting or pre-proposal meeting is scheduled for this project, however

proponents may wish to attend the sites during regular business hours.

### **3. GENERAL TERMS OF PROPOSAL PROCESS**

#### **3.1. DEFINITIONS**

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“Agreement”** or **“Contract”** means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Regional District.;

**“Contractor”** means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

**“must”** or **“mandatory”** or **“shall”** means a requirement that must be met;

**“Proponent”** means the responder to this RFP with the legal capacity to contract;

**“Proposal”** means a written response to the RFP that is submitted by a Proponent;

**“Regional District”** means the Regional District of Okanagan-Similkameen;

**“Request for Proposals”** or **“RFP”** 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;

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“should”** or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement

**“Work”** means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

#### **3.2. ACCEPTANCE OF TERMS AND CONDITIONS**

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda. The Proponent shall provide a brief listing of all proposed modifications and /or deletions to the terms and conditions set out in the RFP, or it will be deemed that every clause will be strictly adhered to.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s

Proposal.

### **3.3. PROPOSAL PREPARATION COSTS**

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

### **3.4. PROPOSAL EVALUATION**

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix ‘A’ contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix ‘A’, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

### **3.5. PROPOSAL PRESENTATION**

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

### **3.6. PROPOSAL VALIDITY**

Proposals will be open for acceptance for at least 60 days after the closing date.

### **3.7. NO CONTRACT**

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP,



Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

### **3.8. ACCEPTANCE OF PROPOSAL**

The acceptance of a Proposal for the Work will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contracting Services Agreement provided in Appendix 'C'. The agreement attachments will include the entire Request for Proposal, all Addenda, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

### **3.9. LIABILITY FOR ERRORS**

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work.

### **3.10. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION**

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a "public body" as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under "Freedom of Information" legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be

- expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

### **3.11. CONFLICT OF INTEREST**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District jurisdiction. The Regional District may rely on such disclosure.

### **3.12. NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

### **3.13. NOT AN EMPLOYEE**

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Workers Compensation Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health pay contributions or otherwise.

### **3.14. LITIGATION**

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

#### **4. GENERAL PROPOSAL CONTENT**

Content to be included in the Proposal at minimum includes:

##### **4.1. PROPONENT INFORMATION**

- Company Information: Full name, address, email and telephone number of the submitting office of the Proponent and where applicable, the name, address, email and telephone number of any branch office, affiliate or subcontractors that will be involved in the project.
- Project Superintendent: The Proposal shall identify the proposed project superintendent who will be the single point of contact, responsible for direct interaction with the Regional District. State his/ her position and credentials. Describe the work to be performed by the project superintendent, his/ her qualifications and substantive experience directly related to the proposed Work as per the Project Scope and Safety Requirements
- Proposed Project Personnel: The Proposal shall list individuals who will have major responsibilities for the performance of the Work. Describe the Work to be performed by each listed individual and their qualifications in terms of certification and substantive experience directly related to the proposed project as per the Project Scope.

The Proposal should include the following endorsement:

*"Identified Project Personnel members shall only be replaced with written approval of the Regional District."*

- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

##### **4.2. METHODOLOGY**

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project, specifically an understanding of the project critical issues.

The Proposal shall contain:

- An outline of strategies and skills that will be used to manage the project's expectations, resources, and budget and to ensure quality control.
- How the environmental aspects will be managed including recording of all fossil fuel consumption.
- Discuss how each task will be carried out and what services or interaction is required from/ with the Regional District. Suggest alternative, if appropriate.
- Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.

#### **4.3. SCHEDULING**

The Proposal shall contain a work schedule as indicated in 6.7 SCHEDULE OF SERVICE

#### **4.4. FEES AND DISBURSEMENTS**

**Please see** 7. TERM AND FINANCIAL CONSIDRATIONS **and** 9. COST PROPOSAL Sections of this Proposal

#### **4.5. SUB-CONTRACTORS**

The Proposal shall include the company name of all subcontractors proposed to be used in the performance of the Work with a description of the work they would be performing.

The Subcontractors listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of Subcontractors prior to acceptance of the Proposal.

#### **4.6. PROPOSAL CONTENT & INNOVATION**

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

#### **4.7. SAFETY REQUIREMENTS**

During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual (**copy available upon request**). Prior to award of Contract, the Contractor will provide their Corporate Health and Safety Manual to the Regional District and complete all revisions as required by the Regional District.

#### **4.8. WORKERS COMPENSATION ACT**

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

#### **4.9 INSURANCE**

The Contractor shall, without limiting its' obligations or liabilities under this contract, procure and maintain at its own expense and cost, the insurance policies listed in Appendix 'C', Insurance and Indemnity Requirements. The insurance policies shall be maintained continuously from the date of commencement of the work provided under this Contract until the Regional District certifies in writing completion of the work.

## **5. SCOPE OF WORK AND SCHEDULE**

### **5.1. STATEMENT OF UNDERSTANDING**

In their own words, the Proponent must show that they have an understanding of the Essential Tasks required to meet regulatory requirements and to identify and cost optional tasks and the Work involved to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule.

The Contractor shall supply all labour equipment, materials, fuels, licenses and permits, insurances, Safety Plans, security and all things necessary to perform the work of the contract at the Proposal prices for the full term of the awarded Contract.

## **6. LANDFILL ORGANICS REDUCTION**

Landfill Organic Materials are stockpiled for reduction through a grinding/chipping process to obtain a graded, finished material with specified minimum/maximum dimensions suitable for use as biosolids compost feedstock, stand-alone compost feedstock, animal bedding, co-generation feedstock and landfill operational uses. It should be noted due to the numerous uses for suitable end products; preference will be given to the Proponents capable of providing a variety of chip/particle sizes and maximum metals removal.

### **6.1 STOCKPILE CONTAMINANTS**

- a) Stockpiles of wood waste, yard waste, tree stumps and other organic materials are segregated from the waste stream in each landfill, the deposit of contaminants is not permitted, fines are levied and the clean-up of contaminants is mandated. It is however anticipated that some contaminants can be expected and that the Contractor will be required to, and will not be compensated extra to remove contaminants, nor shall the Regional District be subject to any cost for damages that may result due to contaminants. Any non-grindable contaminants found in the organic stockpile areas shall be set aside by the Contractor in appropriate piles for later removal by others.
- b) The Contractor is expected to remove contaminants from the stockpile prior to and during the grinding process with the goal of achieving a clean marketable product.
- c) Upon notification by the Contractor of demonstrable excessive contamination of a stockpile component, the Regional District at its sole discretion may waive the requirement to process. The Regional District may choose to dispose of the materials or negotiate an alternate price per m<sup>3</sup> (as per GC-12 of the General Conditions) for reduction through grinding.

### **6.2 REQUIRED EQUIPMENT SPECIFICATION**

- a) Grinder- Preference will be given to Horizontal Grinders and Grinders less than 7 years old. Grinders must be a minimum of 700 horsepower.

- b) The Grinder conveyor belt system must be equipped with an Optical Belt Scale Volumetric Scanner.
- c) The Contractor must provide a suitably sized Loader equipped with a Rollout Bucket capable of loading ground materials into walking floor transport trucks for export to off-site destinations.
- d) The Contractor must provide a suitably sized minimum 2,000 gallon capacity water truck equipped with back-flow prevention that is in compliance with BC Ministry of Transportation and Infrastructure CVSE requirements.
- e) The Contractor must provide a suitably sized Haul Vehicle for the transport of ground organics to on-site stockpile locations.

### **6.3 PROCESSED MATERIAL SPECIFICATION**

- a) Prior to commencement of the work the Regional District shall indicate the Chip Specification(s) required. It is required that the successful proponent(s) be capable of producing a selection of chip sizes suitable for a variety of uses including animal bedding, co-generation and composting. These options must be included in the Proposal.
- b) Chip size specification shall be evidenced by an independent lab analysis derived from a submitted random sample. During the first eight hours of operation the Regional District may select a random sample of the ground material. A particle size analysis will be performed on the sample taken, whereby 90% by weight of the sample particles shall pass through the specified screen opening on a standard sieve analysis.
- c) Immediately after process start-up the Contractor shall notify the Regional District to inspect and approve the product before proceeding with full scale processing.

### **6.4 METALS REMOVAL**

- a) Removal of Ferrous Metals: nails, screws and miscellaneous metals imbedded in the organic materials shall be removed during the reduction process by fully functioning magnetic metal separator(s) of appropriate strength. The Contractor must provide a bin of sufficient size and strength to efficiently collect and contain all magnetically-separated metal. Metals so collected shall be weighed on the Landfill Scale and removed for recycling or deposited in a designated location on site.
- b) Determination of effective metals removal shall be evidenced by an independent lab analysis derived from a submitted random sample. The contamination percentage shall be based upon the average weight of three samples. If the Contractor is unable to meet the proposed specifications the Contractor will be allowed to adjust their equipment and another set of samples will be taken and analyzed. The Regional District will pay for the first such test but if it is determined that subsequent tests are required the Contractor is responsible for the cost of the retest. If the Contractor is unable to meet the specifications after a third such trial, the contract may be terminated.

## 6.5 STOCKPILE AREAS

- a) During Grinding Events the Contractor shall ensure that there is minimal, if any, disturbance of the Stockpile Area surface to ensure that earth is not contaminating the grinding process and to ensure that the stockpile pad remains a level surface. The Contractor shall be liable for all costs related to restoring stockpile areas to a level surface.
- b) Upon completion of the Grinding Event the organic stockpile areas will be covered with a uniform layer of ground material at a depth of 10 to 15 cm in thickness. A suitable measured stockpile of additional ground material shall be stored in proximity to the stockpile area to facilitate future maintenance of the stockpile pad.
- c) Where organic stockpiles are separated into distinct components (e.g. kiln-dried dimensional lumber, yard and garden waste, stumps) Prior to the commencement of the Work the Regional District will specify if materials must remain separated at all times during the grinding, transporting and stockpile processes
- d) In consideration of organics stockpiling and the inherent fire concerns all processed materials will be stockpiled in accordance with Regional District directions pertaining to stockpile mode, wind-row height, location and volume designations.
- e) After grinding a Stockpile Area the Contractor will be responsible to transport all chipped materials remaining on-Site to a Regional District designated stockpile area within 500 meters of the grinding area. The transported materials are to be placed in 2 adjacent windrows, which shall be integrated into a single windrow by others.
- f) Prior to exiting the Site the Contractor and the Regional District Inspector shall inspect the Site and all relevant documentation. A signed Form of Completion shall indicate written recommendation from the Inspector as per GC-13 Payment of the Draft General Contract.

## 6.6 PRODUCT MEASUREMENT AND PAYMENT

- a) The unit price per cubic meter of processed material meeting size and metals removal specifications shall be as stated within the Proposal as per **9.1 CUBIC METER GRINDING COST**.
- b) The Contractor shall equip the Grinder Conveyor Belt System with an Optical Belt Scale Volumetric Scanner. The Contractor will submit to the Regional District Daily Volume Reports indicating date, times, volume and type of material ground.
- c) The Contractor shall in the presence of a Regional District Inspector prior to and during the Grinding Event ensure and provide proof that the Optical Belt Sensor is calibrated so as to reflect the actual volume of finished ground materials.

## **6.7 SCHEDULE OF SERVICE**

The schedule of service for 2019 shall be indicated in the Proposal based upon existing status and thereafter mutually determined annually on a date no later than January 31<sup>st</sup> of each year. The schedule should reflect the capacity of the site to stockpile organics and most importantly the desire to maintain minimal stockpile volumes seasonally during the summer months. It is also required that all organic stockpiles are processed prior to the Contractor leaving the Site. Based upon the previously noted considerations and at current generation rates it is recommended that the proposed frequency of service for Campbell Mountain be a minimum of 3 (three) events per annum, all other sites will require a maximum of 2 (two) events per annum.

## **6.8 HOURS OF WORK AND SITE SECURITY**

The Regional District is cognizant of its' responsibility to adjoining properties with regard to noise, dust and general nuisance resulting from various landfill operations. Access to each site during non-operating hours of the landfill may be arranged with the Regional District's Representative in accordance with applicable bylaws regulating the landfill operation. The Regional District is not responsible for any losses or damages to equipment incurred on site during or after hours of operation.

## **6.9 MOBILIZATION AND DEMOBILIZATION**

The Contractor's mobilization and demobilization costs for Landfills shall be included in the unit prices listed in the Proposal. There shall be no additional payment for mobilization and demobilization to any of the Sites.

## **6.10 SITE SERVICES**

The Regional District is not committed to the provision of any site services (power telephone, water or sewer). The Contractor is responsible for making arrangements for required site services, either with the Regional District or outside agencies.

## **6.11 REPORTING REQUIREMENTS**

- a) The Contractor will submit to the Regional District Daily Volume Reports indicating date, times, volume and type of material ground.
- b) The Contractor is required to track all fossil fuel consumption annually, including all subcontractors, for all equipment used. The Proposal shall describe how the Contractor will track and report to the Regional District the annual fossil fuel consumption.
- c) The Contractor is required to provide a Report for each Grinding Event per site. The Report shall include material type, screen size, m3 grind count, and location of on or off Site to which the material was directed.
- d) The Contractor is required to provide a Work Log which includes, Date and Time of Tail-Gate Safety Meeting Minutes, water utilized and metal weights.



### **6.12 PRODUCT MANAGEMENT**

- a) The Contractor is required to coordinate and schedule the loading of ground materials for transport off-site with the haulers identified by the Regional District.
- b) The Contractor is required to schedule the off-site delivery of materials with the receiving location and determine the accessibility of the location.

### **6.13 SITE SAFETY**

- a) Regional District Staff, Contractors and members of the public are on site during normal operating hours of the landfill, the safety of all persons on the site is a primary concern. The Contractor must maintain a Work Place/Job Site that is in compliance with all requirements of the *Workers Compensation Act [RSBC 1996]* and the *Occupational Health and Safety Regulation*. During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in their Corporate Health and Safety Plan and that of the Regional District Health & Safety Manual.
- b) The Contractor must provide prior to Contract Commencement a Corporate Safety Plan which must include site orientation and tail gate safety meeting protocols.
- c) The Contractor is required to provide Regional District approved barricades and signage sufficient to secure a safe work area. The Contractor shall outline all Safety Measures to be implemented prior to Site work commencement including but not limited to all guards, screens, warning signs, barricades and any other safety works that are in place to protect their own employees and others on site from flying debris, dust and equipment operation hazards.
- d) The Contractor shall provide their staff with communication equipment (radios) compatible with accessing the radio band in use on the Regional District Sites.

### **6.14 FIRE SUPPRESSION AND CONTROL**

Seasonally during frost free periods the Contractor shall in addition to a roadworthy Water Truck provide at a minimum a 1,000 gallon tank reservoir for fire suppression. The tank shall be maintained at no less than 50% capacity at all times. Adequate pump and fire hose is also required. All equipment must be provided with an adequate number of charged fire extinguishers. Contractors will refrain from on-site activities such as smoking, spilling of fuels and flammables, etc. At a minimum the Contractor shall not allow particulate matter to accumulate on hot components of the machinery (manifolds, engines etc.) radiators and filters must be maintained and all other reasonable measures to prevent ignition of combustibles must be undertaken. All oils, greases, fuels and filters will be managed in a safe, environmentally sound manner.

#### **6.15 DUST SUPPRESSION AND CONTROL**

- a) During the Grinding Process the Contractor shall provide an adequate means of dust suppression so as to reduce airborne particulate. If the Regional District deems dust suppression to be inadequate the Contractor shall cease operations until such time as conditions or dust suppression is adequate.
- b) In addition to dust suppression the Contractor must take all necessary measures to protect workers from the inhalation of airborne particulate, including but not limited to appropriate PPE and HEPA-filtered, positive air pressurized cab enclosures on machinery.

#### **6.16 ENGINE EMISSIONS**

All Machinery must be in good working order and maintain all Emission Control Devices to minimize emission of particulate matter.

### **7. TERM AND FINANCIAL CONSIDERATIONS**

#### **7.1 TERM**

Should the Regional District choose to enter into a Service Contract the effective term of the Contract will be for a 4 (four) year period from the date of commencement. At the discretion of the Regional District the Service Contract Term may be extended for a period of up to an additional three (3) years (the "Renewal Term").

#### **7.2 PERFORMANCE SECURITY**

- a) Prior to the commencement of the Work the Contractor will be required to provide the Regional District with an acceptable Performance Security in an amount equal to 25% of the value of the proposed annual contract cost based upon the processing of 65,000 m<sup>3</sup> of ground material.
- b) The Performance Security shall be deposited with the Regional District in the form of a cash deposit, irrevocable letter of credit or a certified cheque. These funds shall be retained by the Regional District without interest and may be utilized for various purposes which may be warranted or may be required for the fulfillment of the Contract Agreement. Once the scope of work is complete to the satisfaction of the Regional District, the security will be released after 60 days.

### **7.3 FUEL PRICE ADJUSTMENT**

- a) The Regional District shall calculate semi-annually a Diesel Fuel Adjustment and shall pay the Contractor a \$.10 (ten cent) increase/decrease per ground cubic meter (m3) for every \$.10 (ten cent) change from the BASE PRICE (The BASE PRICE or initial Fuel Price Level shall be the price as listed on January 17<sup>th</sup>, 2019 (\$1.17.6 /L.) as stated in the Natural Resources Canada, Average Retail Price for Diesel, in Kelowna B.C. (link below)

[http://www2.nrcan.gc.ca/eneene/sources/pripri/prices\\_bycity\\_e.cfm?PriceYear=0&ProductID=5&LocationID=66,8,39,6,17#PriceGraph](http://www2.nrcan.gc.ca/eneene/sources/pripri/prices_bycity_e.cfm?PriceYear=0&ProductID=5&LocationID=66,8,39,6,17#PriceGraph)

- b) Subsequent to the initial Fuel Rate as established in the RFP Fuel Rate Adjustments shall be determined on the 6 month anniversary and the anniversary of contract commencement, during the term of the Contract. The amount of the increase/decrease per m3 of processed organics is \$.10 (ten cents)

## **8. TECHNICAL PROPOSAL**

Proponents shall provide a typewritten itemized response to all the requested information for the work on which a Proposal and price are being submitted as per **4. GENERAL PROPOSAL CONTENT**. The requested information is based on the requirements for service set out in the proposal document. When responding to the Proposal, Proponents are requested to review the Evaluation Matrix and Evaluation Criteria and ensure that all requested information is supplied, thoroughly detailed and adequately addressed.

### **8.1 STAFF and REFERENCES**

- a) As per **4.1 GENERAL PROPOSAL CONTENT** please provide Full name, address and telephone number of the submitting office of the Proponent and those of any affiliate or subcontractors that will be involved in the project.
- b) As per **4.1 GENERAL PROPOSAL CONTENT** please provide the Full Name of the Project Superintendent: and that of the Project Personnel and their experience and qualifications.
- c) As per **4.1 GENERAL PROPOSAL CONTENT** The Proponent shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.
- d) As per **4.9 INSURANCE** the Proponent shall confirm in writing that the Regional District mandated Insurance requirements can and will be met.

## 8.2 LANDFILL METHODOLOGY

- a) Please in general terms describe the Proposed Landfill Grinding process.
- b) As per **6.3 PROCESSED MATERIAL SPECIFICATION**, please provide your process capability for producing variable chip sizes and the minimum and maximum dimensions (length and width) for chip sizing.
- c) As per **6.4 METALS REMOVAL**, please describe the metals removal system. State the projected metals removal to be achieved as per the described sample measurement. Please include variations in metals removal percent based on chip size (if any).
- d) As per **6.6 PRODUCT MEASUREMENT AND PAYMENT (b)** please indicate the method of calibration and accuracy assurance for volume measurement.
- e) As per **6.14 FIRE SUPPRESSION AND CONTROL** please provide details regarding the provision of adequate water and other preventative measures at each site for fire.
- f) As per **6.15 DUST SUPPRESSION AND CONTROL** please describe the proposed dust suppression system and the specifications of the equipment cab enclosures.

## 8.3 DOCUMENTATION

As per **6.11 REPORTING REQUIREMENTS** please provide template examples of Volume Report, Accuracy Verification and Work Log Documents.

## 9. COST PROPOSAL

All applicable taxes, including but not limited to sales tax, custom duties and all other taxes on labour, services and equipment, save and except only the Federal Goods and Service Tax (GST) shall be included in the proposed prices.

### 9.1 CUBIC METER GRINDING COST

Proponents shall provide grinding costs for Landfills that are inclusive of mobilization and demobilization costs and excluding GST. All costs per cubic metre are based upon the fuel price adjustment formula as per **7.3 FUEL PRICE ADJUSTMENT**.

- a) Base price cost per cubic metre for Landfill Grinding Program \_\_\_\_\_/m3.

### 9.2 PERFORMANCE SECURITY

As per **7.2 PERFORMANCE SECURITY**, Performance Security amount (based on 25% of the annual base price processing costs of an estimated landfill volume of 65,000 m3).

\$ \_\_\_\_\_

**9.3 WORK AVAILABILITY**

Date available to commence work \_\_\_\_\_

**9.4 EQUIPMENT**

In addition to equipment required in **6.2 EQUIPMENT SPECIFICATION** please provide a complete list of equipment resources, grinders, loaders, excavators, trucks, etc. State the hourly Equipment Force Account rates.

<b>Equipment Force Account Rates</b>			
Equipment Description	Manufacturer / Model	Year	Hourly Rate

\* Equipment rates include wear and tear, operator, fuel, maintenance, profit mob/de-mob cost and overhead.

**APPENDIX 'A': REQUEST FOR PROPOSALS EVALUATION FORM**

Proponent's Name: _____			
Project Title:           LANDFILL ORGANIC MATERIALS GRINDING SERVICES			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Rates provided		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	5	
	Experience of firm and project team members	10	
	Past Performance / References	5	
	Resources	5	
Proposal (30-50 points)	Scope	5	
	Methodology	10	
	Environmental Performance	5	
	Scheduling	5	
	Project Team - Level of Effort & Capacity	10	
	Clarity of Proposal	10	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (30% weight)	30	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form

### **Proponent Evaluation**

- (i) Qualifications of Firm and Project Team Members  
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) Experience of Firm and Project Team Members  
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) Past Performance  
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) Resources  
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

### **Proposal Evaluation**

- (i) Scope  
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) Methodology  
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) Environmental Performance [see criteria below]  
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?
- (iv) Scheduling  
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference)? Are problems or delays accounted for? Is timing realistic for the project?
- (v) Project Team  
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) Clarity of Proposal  
Is the Proposal clear, concise, and logical?

### **Price Evaluation**

- (i) Total Price
4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

**APPENDIX 'B':**

**Landfill Organic Grind Volumes:**

<b>2017</b>	<b>Cubic Meters Chipped</b>		<b>Total m3/Site</b>	<b>Chipping Events/Site</b>
<b>SITE</b>	<b>White Wood</b>	<b>Green Wood</b>		
CML	35,180	16,188	<b>51,368</b>	3
Ok Falls	3,439	836	<b>4,275</b>	1
Keremeos	1,444	988	<b>2,432</b>	1
Oliver	8,284	4,940	<b>13,224</b>	2
<b>Totals</b>	<b>48,347</b>	<b>22,952</b>	<b>71,299</b>	

<b>2018</b>	<b>Cubic Meters Chipped</b>		<b>Total m3 /Site</b>	<b>Chipping Events/Site</b>
<b>SITE</b>	<b>White Wood</b>	<b>Green Wood</b>		
CML	26,339	14,987	<b>41,325</b>	2
Ok Falls	5,162	3,914	<b>9,076</b>	2
Keremeos	1,105	1,322	<b>2,426</b>	1
Oliver	6,788	6,775	<b>13,563</b>	2
<b>Totals</b>	<b>39,394</b>	<b>26,693</b>	<b>66,391</b>	



## **APPENDIX 'C'**

### **CONTRACT DOCUMENTS REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN**

#### **INDEX**

Notice to Proceed

General Conditions

GC-1	Definitions
GC-2	Local Conditions
GC-3	Inspector's Status
GC-4	Supervision and Labour
GC-5	Assignment of Contract
GC-6	Contractor's Failure to Perform
GC-7	Enforcement of Work
GC-8	Character of Workmen
GC-9	Indemnity
GC-10	Permits and Regulations
GC-11	Injury or Damage
GC-12	Changes in the Work
GC-13	Payment
GC-14	Payment Withheld
GC-15	Removal of Liens
GC-16	Completion and Acceptance
GC-17	Workers' Compensation Insurance
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GC-19	Taxes and Tariffs
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GC-22	Contractor's Records
GC-23	Dispute Resolution

Contract Forms

- Contract Agreement
- Performance Security

**THE REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**for**  
**LANDFILL ORGANIC MATERIALS GRINDING SERVICES**

---

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_

(Address)

\_\_\_\_\_

The Regional District Okanagan-Similkameen hereby gives you notice that you are to proceed with performance of the Contract for:

Date of Notice to Proceed:

\_\_\_\_\_

(Public Works Manager)

\_\_\_\_\_

(Date)

Notice Received / Acknowledged:

\_\_\_\_\_

(Contractor)

\_\_\_\_\_

(Date)

**REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**for**  
**LANDFILL ORGANIC MATERIALS GRINDING SERVICES**

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**GENERAL CONDITIONS**

**GC-1 DEFINITIONS**

- 1.1** Wherever the words herein defined, or pronouns used in their stead, occur in these Contract Documents, they shall have the meaning here given, unless the context requires a different meaning.
- 1.2** **CONTRACT DOCUMENTS** shall mean:
- Request for Proposals
  - Proposal Submission
  - Notice to Proceed
  - General Conditions
  - Contract Forms:
    - the Contract Agreement
    - the Performance Security
    - the Certificates of Insurance and WCB Coverage
- 1.3** **CONTRACTOR** shall mean and include, irrespective of sex or number in the party or parties of the second part as named in the Contract Agreement, the individual, firm, co-partnership, or corporation and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individuals, firm, co-partnership, or corporation of his, their or its surety under the Contract bond, constituting one of the principals in the Contract and undertaking to perform work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.
- 1.4** **CHANGE ORDER** is a written communication issued by the Manager of Operations or Solid Waste Management Superintendent, with the agreement of the Contractor, setting forth the authorized amount to be added to or deducted from the Contract Price on account of changes in the Work ordered by a Field Order.
- 1.5** **CONTRACT PRICE** shall mean the amount of the Contract as shown in the Proposal Form and in the Contract Agreement.
- 1.6** **CONTRACTOR'S SUPERINTENDENT** shall mean an employee or representative of the Contractor who is specifically authorized to be in full charge of the Contractor's operations at the site of the Work and is so designated to the District in writing.
- 1.7** **REGIONAL DISTRICT** shall mean the Regional District of Okanagan-Similkameen.
- 1.8** **DISTRICT'S REPRESENTATIVE** shall mean the General Manager of Public Works or any such person duly authorized and appointed by the Regional District to act for the purposes of this Contract.
- 1.9** **EQUIPMENT** or **PLANT** shall mean anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein. The Term **PLANT** shall include all tools, implements, machinery, vehicles, structures, equipment and other things required for the execution of the Work, and provided by the Contractor.

- 1.10** **FIELD ORDER** is a written communication from the Manager of Operations to the Contractor ordering changes in the Work, clarifying the Contract Documents, issuing additional instructions or requesting information.
- 1.11** **INSPECTOR** shall mean the Regional District's Representative.
- 1.12** **MATERIAL** includes all materials and commodities required to be furnished under the Contract for the Work except those specifically provided for otherwise in the Contract Documents.
- 1.13** **OTHER CONTRACTOR** wherever used in these documents means any person or firm or corporation employed by the District on the site of the Work other than through the Contractor.
- 1.14** **PERSON** means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.
- 1.15** **GENERAL MANAGER OF PUBLIC WORKS** shall mean the General Manager of Public Works of the Regional District of Okanagan-Similkameen.
- 1.16** **REGIONAL DISTRICT** or **PARTY OF THE FIRST PART** shall mean the Regional District of Okanagan-Similkameen.
- 1.17** **SITE** shall mean the work site or facility administered and/or owned by the Regional District of Okanagan-Similkameen.
- 1.18** **SUPPLY** or **PROVIDE** shall mean supply and pay for or provide and pay for.
- 1.19** **WORK** shall mean the entire Work, including materials, labour, plant, equipment, transportation or other facilities or items ancillary to the foregoing, required to be done, furnished and performed by the Contractor to complete the Contract, in accordance with the Contract Documents.
- GC-2** **LOCAL CONDITIONS**
- 2.1** The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and the quantities, quality and practicality of the work and of his methods of procedure.
- 2.2** No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.
- GC-3** **INSPECTOR'S STATUS**
- 3.1** The Inspector will be the Regional District's representative during the period of operation and will observe the work in progress on behalf of the Regional District for the dual purpose of ensuring that the Contractor maintains the Work in a satisfactory condition, and for ensuring that the work has been satisfactorily carried out. The Inspector will have the authority to stop the work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the work in accordance with the provisions of the Contract Documents.
- 3.2** If, at any time, the Inspector is of the opinion that there exists a danger to life or to property, he may order the Contractor to stop work or to take such remedial measures as he considers necessary.
- 3.3** The Contractor shall obey such orders immediately. Neither the giving nor the carrying out of such orders thereby entitles the Contractor to any extra payment.
- GC-4** **SUPERVISION AND LABOUR**
- 4.1** The Contractor shall employ a competent superintendent and/or necessary assistants who shall be

in attendance at the Work Site at all times while Work is being performed.

- 4.2 The superintendent shall be satisfactory to the Regional District and shall be the person named in the Contract's Schedule of Supervisory Personnel in the Proposal and shall not be changed except for good reason and only then after consultation with and agreement by the Regional District.
- 4.3 The superintendent shall represent the Contractor at the Work Site and directions given to him by the Regional District shall be held to have been given to the Contractor.
- 4.4 The Contractor shall comply with the requirements of the British Columbia Employment Standards Act, the Workers' Compensation Act of the Province of British Columbia, and all other federal and provincial legislation regarding wages and labour regulations.

**GC-5 ASSIGNMENT OF CONTRACT**

- 5.1 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Regional District.

**GC-6 CONTRACTOR'S FAILURE TO PERFORM**

- 6.1 In case the Contractor shall fail in the due performance of any part of this Contract Agreement, or shall become bankrupt or insolvent or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on or propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy or relet or sublet the residue of any other portion or part of this Contract Agreement, without the permission in writing of the Regional District, it shall be lawful for the Regional District upon such conditions as it shall see fit, or from time to time to engage workmen and provide such material, implements and apparatus or to take possession of and use the machines, tools and apparatus of the Contractor in completing the works and employ the same in such manner as the Regional District may think necessary and proper for completing the works or any part of them, without rendering the Regional District liable for any loss which the Contractor may sustain by reason of such possession and use.
- 6.2 Any loss, damage or deficiency that may in consequence arise shall be paid or deducted out of any monies retained by the Regional District on account of any work previously performed by the Contractor and should said money so retained not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Contractor.

**GC-7 ENFORCEMENT OF WORK**

- 7.1 Upon breach by the Contractor of any term or covenant hereof, the Regional District retains the right to terminate the Contract Agreement, or to do work not properly carried out by the Contractor provided the Contractor has first been given seven (7) days notice thereof and has failed in such time to do the work properly or to remedy the breach.

**GC-8 CHARACTER OF WORKMEN**

- 8.1 All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them and be tactful and courteous in dealing with the public.
- 8.2 Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Regional District, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner, shall, at the written request of the Inspector, be removed from the site of the work immediately and shall not be employed again in any portion of the work without the approval of the Inspector.

**GC-9 INDEMNITY**

**9.1** The Contractor shall indemnify and save harmless the Regional District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him, and/or the Regional District, by reason of any act or omission or alleged act or omission of the said Contractor, his agents, employees, or sub-contractors in the execution of the work.

**GC-10 PERMITS AND REGULATIONS**

**10.1** The Contractor shall, at his own expense, procure all permits, certificates and licenses required by law for the execution of the work and shall comply with all federal, territorial, provincial, and local laws and regulations, affecting the execution of the work, save insofar as the Contract Documents specifically provide otherwise.

**GC-11 INJURY OR DAMAGE**

**11.1** The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property and shall comply with the provisions of the Workers' Compensation Act of the Province of British Columbia. The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workmen, or agents.

**11.2** The Contractor shall, without further order, maintain at all times during the progress or suspension of the work suitable barricades, fences and signs as are necessary to ensure the safety of the public and those engaged in the work.

**11.3** Notwithstanding the provision of Section GC-6, in an emergency affecting the safety of life, or of adjoining property, the Contractor, without the necessity of authorization from the Inspector, shall act in a reasonable manner to prevent loss or injury.

**GC-12 CHANGES IN THE WORK**

**12.1** The Regional District may order changes in the Work through additions, deletions, modifications or variations without invalidating the Contract. The value, if any, of such changes shall be taken into account in ascertaining the final amount of the Contract Price. All such work shall be executed under the conditions of the Contract.

**12.2** No extra work shall be carried out and no change shall be made, unless pursuant to a Field Order and no payment for extra work shall be made unless authorized by a Change Order.

**12.3** If the Contractor claims that any instruction by drawings, or otherwise, involves extra costs under this Contract, he shall give the Inspector written notice thereof immediately, and he shall then follow the Regional District's instruction regarding doing the Work in question. No such claim shall be valid unless so made. If the Contractor's claim is approved it shall be paid.

**12.4** The value of the changes in the Work due to differences between actual measured quantities and Approximate Quantities shown in the Proposal shall be determined by the Unit Prices named in the Proposal. No Change Order is required.

**12.5** The value of the change in the Work due to the addition or deletion of work shall be determined by the Unit Prices named in the Proposal. A Change Order is required.

- 12.6** When there is a change in the Work not covered by Contract Unit Prices, the value of such a change shall be determined either by an agreement on a lump sum in each instance between the Regional District and the Contractor, or on a cost basis in accordance with the following provisions. A Change Order is required:
- a) labour and equipment at rates named in the Schedule of Force Account Rates in the Proposal; and materials at the Contractors cost F.O.B. job site (as established by invoices) plus 20% or
  - b) on a cost basis as follows:
    - i) payroll cost of labour which shall be defined as direct wages and salaries for the hours worked, plus 20% to cover Workers' Compensation, Employment Insurance, Holiday Pay, Statutory Holidays and other valid payroll burdens;
    - ii) plus, the Contractor's cost of providing room and board for labour, if room and board is normally provided by the Contractor on the project;
    - iii) plus, the Contractor's cost for materials F.O.B. the site less trade discounts, as established by invoices;
    - iv) plus 20% fee on the sum of items i) ii) and iii) to cover overhead, use of small tools and profit. Overhead includes the cost of superintendents, time keepers and other administrative and supervisory personnel and their vehicles and other costs;
    - v) plus, the rental of equipment for the hours worked, at locally accepted rates or at current provincial or territorial rates, for complete equipment units including operator, fuel, grease, maintenance and such costs as are normal to an operating unit;
    - vi) plus 10% mark-up on (v) to the Contractor (but not to a Subcontractor) provided the Contractor does not own the equipment;
    - vii) plus, valid transportation costs for equipment specifically required for the change in the Work, but with no mark-up.
  - c) The choice between a) and b) shall be made by the Regional District, at its sole discretion.
- 12.7** When work is being done on a cost basis the Contractor shall be paid for work performed by his direct Subcontractors; the cost for Subcontractors, determined as in 12.6 above, plus 10% to cover the Contractor's coordination.
- 12.8** When work is being done on a cost basis, the Contractor shall submit to the Regional District's Representative daily, an account in triplicate for work done on the preceding day. The account shall include the man hours, equipment hours and materials used. The Regional District's Representative shall, each day, check the account, and if it is numerically correct, he shall sign the three copies and return one signed copy to the Contractor. Only those items which are eligible in accordance with these specifications shall be certified for payment by a Change Order.
- 12.9** If on the day, the Contractor fails to submit an account of work done on a cost basis, the Regional District's Representative shall prepare the account, and this shall be used as the basis for payment for that portion of the Work, and no payment will be made for any account subsequently submitted by the Contractor for that portion of the Work.
- 12.10** Neither the Contractor nor the Regional District shall have the right to terminate the Contract or be liable for any failure or delay to perform its obligations, if such default results from any Act of God; i.e. fire, flood, severe storm, etc., or any insurrection, war, civil unrest, or other cause beyond such party's reasonable control.

**GC-13 PAYMENT**

**13.1** The Regional District will, upon receipt of application (monthly invoice) for payment from the Contractor by the fifth (5th) of the month following that for which payment is claimed and advice from the Inspector ensuring that the work has been satisfactorily carried out, pay the Contractor in accordance with Section GC-13, on or before the twentieth (20<sup>th</sup>) of the month following in which the work was undertaken.

**GC-14 PAYMENT WITHHELD**

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

- (a) That the Contractor is not performing the work satisfactorily.
- (b) That defective work is not being remedied.
- (c) That there are affidavits (or an affidavit) or claim of lien, or liens (or a lien) filed against the lands and premises on which the work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) or claim of lien or of filing or registration of liens (or a lien).
- (d) That the Contractor is failing to make prompt payments caused by the Contractor to anyone employed on the site or in connection with the work.
- (e) That there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the site or in connection with the work.

**14.2** Where sub-contractors or suppliers of material are not receiving prompt payment, the Regional District may make payment to such sub-contractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

**GC-15 REMOVAL OF LIENS**

**15.1** The Contractor shall forthwith remove at his own expense all affidavits of claim of lien, or liens, filed or registered against the lands and premises, probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien) and the Contractor shall indemnify and save harmless the Regional District from liability arising out of any such affidavit or affidavits of claim of lien.

**GC-16 COMPLETION AND ACCEPTANCE**

**16.1** On completion of the operation, all portions of the work shall be gone over carefully by the Contractor who shall satisfy himself that every item has been completed, and that the whole works are in a clean and tidy condition, and ready in all respects for acceptance by the Regional District. The Contractor shall, by writing to the Inspector, request that a final inspection of the works be carried out.

**16.2** On receipt of a written recommendation from the Inspector, the Regional District, subject to his acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract Agreement save for those which cannot be performed until after the Notice of Acceptance has been issued, will issue the Notice of Acceptance. Such recommendation will only be made by the Inspector following:

- (a) The final inspection of the works and rectification by the Contractor of all job deficiencies.
- (b) The submission to the Inspector by the Contractor of a written statement that all claims and amounts of the Contractor for extra work, or otherwise in connection with the Contract Agreement, have been presented in writing to the Inspector.



**16.3** If the Contractor considers that for reasons beyond his control all job deficiencies cannot be rectified promptly, he may in writing request a partial acceptance of the works. Such a written request must be submitted to the Inspector, but shall not be submitted to or considered by the Inspector until the statement referred to in (b) above has been submitted. Subject hereto, the Inspector will consider the request and will make such recommendation thereon to the Regional District as the Inspector shall in their absolute discretion think fit.

**16.4** The Regional District will consider the Inspector's recommendation and will decide in its absolute discretion how far, if at all, and on what terms to accede to the Contractor's request. Without limiting the generality of the foregoing, the Regional District will require assurance that acceding to such request will not prejudice its rights under any applicable lien legislation or bonds.

**GC-17 WORKERS COMPENSATION INSURANCE**

**17.1** The Contractor shall, during the term of this Agreement, maintain Workers' Compensation Insurance in order to fully protect both his employees and the Regional District as may be required by the law during the term of this Agreement, and shall on demand, if requested by the Regional District, show proof of payment of claims in good standing with the Workers' Compensation Board.

**GC-18 INSURANCE**

**18.1** The Contractor shall provide, maintain and pay for the following insurance policies, providing coverage to the Contractor and any sub-contractor performing Work provided by this Contract Agreement:

- (a) Comprehensive General Liability Insurance;
- (b) Automobile Liability Insurance.
- (c) Contractor's Equipment Insurance

**18.2 Comprehensive General Liability Insurance**

(a) At the time of signing the Contract, the Contractor shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Contractor with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily or personal injury, death, and property damage including the loss of use thereof and shall include coverage for:

- (i) premises, activities and operations liability
- (ii) blanket contractual liability
- (iii) cross liability
- (iv) contingent employer's liability
- (v) owners and contractors protective liability
- (vi) occurrence basis property damage
- (vii) broad form property damage
- (viii) employees as insureds
- (ix) personal injury
- (x) broad form loss of use
- (xi) non-owned automobile liability

(b) The policy shall cover as unnamed insureds anyone employed directly or indirectly by the Contractor.

(c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract. The policy shall be endorsed to

provide the Regional District with not less than thirty (30) days notice by registered mail in advance of cancellation, termination or material alteration (with the exception of vehicle insurance).

- (d) The policy shall include the Regional District as an Additional Insured.

### **18.3 Automobile Liability Insurance**

- (a) The Contractor shall provide and maintain liability insurance in respect of owned, non-owned and leased or rented licensed vehicles, subject to limits of not less than five million dollars (\$5,000,000.00) inclusive.
- (b) The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Work.
- (c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract Agreement. The policy shall be endorsed to provide the Regional District with not less than fifteen (15) days notice in advance of cancellation or termination.
- (d) The policy shall include the Regional District as an Additional Insured.

- 18.4** The Contractor shall ensure that the Regional District, its officers and employees are saved harmless from any liability whatsoever arising out of the Contractor's performance or non-performance of the terms of this Agreement, including the performance or non-performance by any sub-contractor, and shall pay any and all legal or other costs incurred by the Regional District as a result of such performance or non-performance.

### **18.5 Contractor's Equipment Insurance**

Notwithstanding anything contained elsewhere herein, it is understood and agreed that Regional District will not be liable for any loss or damage to Contractor's equipment including loss of use thereof. Each and every policy insuring Contractor's equipment to be used on this project shall contain the following clause:

"It is agreed that the right to subrogation against Regional District of Okanagan- Similkameen is hereby waived."

### **GC-19 TAXES AND TARIFFS**

- 19.1** The Contractor shall be responsible for payment of any of the following:

- (a) Unemployment Insurance
- (b) Canada Pension Plan
- (c) Income Tax
- (d) Health and Welfare Benefits
- (e) Overtime
- (f) Vacation Pay
- (g) Licenses
- (h) Permits
- (i) Goods and Services Tax
- (j) Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of an employee.

### **GC-20 INSPECTIONS OF WORK**

- 20.1** The Regional District's Representative may, at any time, inspect the Contractor's performance of the Work and for that purpose may enter into any place or premises where the Contractor is undertaking the Work to carry out inspections of the Work and to review whether the service supplied by the Contractor is adequate in all respects and in conformity with the requirements of the Contract Documents.

- 20.2** If, in the opinion of the Regional District's Representative, the Contractor is not meeting the requirements of the Contract Documents, then on written notice from the Regional District's Representative, the Contractor will proceed without delay to institute corrective measures.
- 20.3** The Regional District's Representative is not required to undertake any inspections, and any inspections shall not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Contract, from making its own inspections, and otherwise ensuring the Work is being performed in full conformity with all terms and conditions of the Contract Documents.

**GC-21 PATENTS AND/OR COPYRIGHTS**

- 21.1** The Contractor shall indemnify and hold and save harmless the District, its officers, agents, servants and employees, from all claims, debts, demands, suits, actions and causes of action, and liability of any nature or kind, and including all costs (including all actual legal costs) and expenses, for or on account of any claim brought by any person including any subcontractor for breach of copyright, patent or other intellectual property right arising from or relating to the Contractor's performance of the Work.
- 21.2** Documents require or specify any process, equipment or work method that infringes on any third party's intellectual property rights then, as part of the cost of the Work, the Contractor shall pay all royalties, patent, license fees or other fees required for the use of such rights. If the Contractor fails or refuses to pay such fees, or fails or refuses to meet its indemnification obligations as set out in this paragraph, then the Regional District may deduct and set off any amount the District may be liable to pay from any payments owing to the Contractor under this Contract.

**GC-22 CONTRACTOR'S RECORDS**

- 22.1** In the case of a "Cost Plus Percentage or Fee 'Contract'" or some form of "Revenue Sharing Contract" the Contractor shall maintain books and records relating to the performance of the Work in accordance with the following minimum requirements:
- a) The Contractor shall maintain all ledgers, books of accounts, invoices and cancelled cheques, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the Regional District, for a period of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Contract;
  - b) Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Regional District's Representative. Copies of such documents shall be provided to the Regional District's Representative for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in this contract. The Contractor shall cooperate fully with the Regional District during any such audit or review.
- 22.2** If the Regional District's Representative has reason to believe that such records or document may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Regional District may, by written request, require that custody of the records, or copies of all such records, be transferred to the Regional District. Access to such documents shall be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

**GC-23 DISPUTE RESOLUTION**

- 23.1** The Regional District Manager of Engineering Services or Solid Waste Management Superintendent shall, in the first instance, be the interpreter of the requirements of the Contract Documents.
- 23.2** In the event of any Dispute, which shall be any disagreement or misunderstanding between the

Manager of Engineering Services or Solid Waste Management Superintendent and the Contractor after initial attempts at resolution, either party shall provide the other with a written summary of the Contract question(s) at issue and the redress sought. Within fourteen (14) calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.

- 23.3** If a party does not give any written response to the written communication then the communication will be deemed to have been accepted by the receiving party.
- 23.4** If there is an exchange of communication and issues remain unresolved, both parties shall:
- a) make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
  - b) provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 23.5** If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute shall be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be Penticton, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
- 23.6** The Contractor shall not delay any of the Work of the Contract on account of any dispute, negotiation or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN:**

THE REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN  
101 Martin Street  
Penticton, British Columbia, V2A 5J9  
(hereinafter called the "Regional District")

**OF THE FIRST PART**

**AND:**

(hereinafter called the "Contractor")

**OF THE SECOND PART**

**WHEREAS** the Board of Directors of the Regional District Okanagan-Similkameen on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, passed resolutions agreeing to enter into a contract with the Contractor relating to the "**LANDFILL ORGANIC MATERIALS GRINDING SERVICES** " and upon the terms and conditions hereinafter set forth:

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained, the parties mutually covenant and agree as follows:

**CA-1 CONTRACT DOCUMENTS**

**1.1** The following documents, together with this Contract Agreement, shall constitute the Contract:

- Request for Proposals
- Proposal Submission
- Notice to Proceed
- General Conditions

Contract Forms:

- the Certificates of Insurance and WCB Coverage
- the Performance Security

**1.2** In the event of any conflict between Contract Documents, this Contract Agreement shall take priority and the other listed documents shall have priority as listed in Section 1.1.

**CA-2 CONTRACT TERM**

**2.1** The effective term of the Contract will be for a 4 (four) year period from the date of commencement. At the discretion of the Regional District the Service Contract Term may be extended for a period of up to an additional three (3) years (the "Renewal Term").

**2.2** The Contract for Landfill Organic Materials Grinding Services shall commence on April 1<sup>st</sup>, 2019, and terminate pending renewal on March 31<sup>st</sup>, 2023.

**CA-3 PAYMENT**

**3.1** The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amount stipulated in the Contract Proposal Forms.

**CA-4 PERFORMANCE SECURITY**

**4.1** The Contractor hereby deposits with the Regional District, a performance bond, a certified cheque or irrevocable letter of credit, payable to the Regional District of Okanagan-Similkameen, in an amount of \_\_\_\_\_

**CA-5 WRITTEN NOTICE**

**5.1** If either party desires to give notice to the other party, under or in connection with the Contract Agreement, such notice will be effectively given upon actual service or three days after being sent by registered mail to the:

**REGIONAL DISTRICT at:**

Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C. V2A 5J9  
Attention: General Manager of Public Works  
Phone (250) 490-4103  
Fax: (250) 492-0063

**CONTRACTOR at:**

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



**REGIONAL DISTRICT OKANAGAN-SIMILKAMEEN**

**PERFORMANCE SECURITY**

The Contractor hereby deposits with the Regional District a performance bond, a certified cheque or irrevocable letter of credit payable to the Regional District Okanagan-Similkameen, in the amount of \_\_\_\_\_ **DOLLARS ( \$ )**.

This Performance Security shall be held, without interest, for the duration of the contract.

In the final year of the Contract, the Performance Security shall be held for **sixty (60) days** beyond the completion date of the Contract.

**IN WITNESS WHEREOF** the parties hereto have caused to be affixed their Corporate Seals attested by the signature of their duly authorized signing officers on the date first indicated herein:

**SIGNED, SEALED AND DELIVERED** )

on behalf of \_\_\_\_\_ )

in the presence of: )

\_\_\_\_\_  
Authorized Signing Officer )

\_\_\_\_\_  
Authorized Signing Officer )

**THE CORPORATE SEAL** of the )  
REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN )

was hereunto affixed by: )

\_\_\_\_\_  
*Bill Newell, Chief Administrative Officer* )

\_\_\_\_\_  
*Karla Kozakevich, Chair*

C/S

C/S



