



**REGIONAL  
DISTRICT  
NORTH  
OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

**Concrete and Asphalt Crushing Services:**

**Greater Vernon Recycling and Disposal Facility  
Armstrong/Spallumcheen Recycling and Disposal Facility  
Lumby Recycling and Disposal Facility**

**Date of Issue: April 4, 2018  
Date of Close: April 16, 2018**

**REGIONAL DISTRICT OF NORTH OKANAGAN**

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**SECTION 1**

**INVITATION TO SUBMIT PROPOSAL**

Until the designated closing date, the Regional District of North Okanagan (RDNO) will accept proposals for the provision of the services described in this Request for Proposal. All proposals submitted are subject to the terms and conditions of the Request for Proposal. Interested Contractors are encouraged to register their intention to submit a proposal.

The RDNO reserves the right to not proceed with the assignment or to reduce or expand the scope of the work as necessary. The RDNO will compare and evaluate all proposals received to determine the Contractor's strength and ability to provide the services described in the Request for Proposal in order to determine the proposal which is most advantageous to the RDNO. The lowest cost proposal will not necessarily be accepted.

Proposals must be received by **Monday, April 16, 2018**

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**SECTION 2**

**INTRODUCTION**

The Regional District of North Okanagan (RDNO) oversees the operation of the Greater Vernon Recycling and Disposal Facility (GVRDF), Armstrong/Spallumcheen Recycling and Disposal Facility (ASRDF) and the Lumby Recycling and Disposal Facility (LRDF). “Crushable Material for Aggregate” is accepted at each of these facilities. The RDNO Municipal Solid Waste Management Bylaw No. 2569, 2014 contains the following definition;

***Crushable Material for Aggregate** means concrete, masonry, brick, ceramic (including Ceramic Toilets) and Glass or glass materials delivered to a RDF that are less than 0.5 m in diameter and 0.5 m thick, and that do not contain rebar longer than 0.5 m as well as metal, plastic, insulation, wood, asbestos or other contaminants defined by the Manager. This waste material is considered Municipal Solid Waste.*

There are currently stockpiles of Crushable Material for Aggregate at each of the facilities. Estimated stockpile quantities are as follows;

- GVRDF: approximately 14,000 tonnes
- ASRDF: approximately 750 tonnes
- LRDF: < 500 tonnes

The actual stockpile quantity at each of these facilities may vary significantly from these estimates. Contractors wishing to inspect the sites are to contact RDNO staff member responsible for this RFP to arrange site inspections.

The approximate quantity of Crushable Material for Aggregate received annually at each of the facilities is as follows;

- GVRDF: approximately 7,500 tonnes
- ASRDF: 1,000 tonnes
- LRDF: < 250 tonnes

The actual quantity of Crushable Material for Aggregate received annually at each of the facilities may vary significantly from these quantities.

Waste asphalt is also accepted as a Crushable Material for Aggregate at the facilities.

The stockpiles generally consists of material which falls within the bylaw definition, however the stockpiles also include a quantity material which is larger than 0.5 m in diameter and 0.5 m thick.

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The RDNO works to ensure that material placed in the Crushable Material for Aggregate stockpiles are less than 1 m x 1 m x 0.5 m with no protruding rebar.

The RDNO is requesting proposals from qualified Contractors which outline how they would meet the RDNOs requirements. The Scope of Work includes production of crushed aggregate and crushed asphalt from the stockpiles of Crushable Material for Aggregate at the GVRDF, ASRDF and LRDF.

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**SECTION 3**

**INFORMATION AND INSTRUCTIONS FOR  
CONTRACTORS SUBMITTING PROPOSALS**

**1. ACCEPTANCE OF PROPOSALS**

- a. The Regional District of North Okanagan (RDNO) reserves the right:
    - i. to reject any or all proposals, or any part thereof;
    - ii. to waive any irregularity or informality in the proposal; and
    - iii. to accept the proposal that is in the best interest of the RDNO having regard to the price, equipment and qualifications offered.
  - b. Without limiting the generality of the foregoing, a proposal may be rejected for any of the following reasons:
    - i. Incomplete or conditional proposal;
    - ii. Evidence of inadequate experience or of inadequate capacity to perform the work; or
    - iii. Evidence of previous failure to perform adequately on similar work.
  - c. No contract shall be awarded to any Contractor who, in the judgment of the RDNO, is not a responsible Contractor or does not have all the necessary experience, capital, organization, and equipment to perform the work in strict accordance with the terms and conditions listed in the RFP.
  - d. The RDNO will negotiate an Agreement with the Contractor submitting the preferred proposal and will provide a "Notice of Award" to the successful Contractor. The "Notice of Award" results in a binding Agreement without any further action by either party.
  - e. After a Notice of Award, acceptance of all security and insurance documents, approval by both the RDNO and the Contractor of the Agreement, the RDNO will issue a "Notice to Proceed" and the date specified in this notice shall be the date of commencement entered into the Agreement. The Contractor must be prepared to commence work on the date of commencement specified in the Notice to Proceed.
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## 2. **PRICES**

- a. Prices shall be provided in the Schedule of Prices included in the RFP. Prices are to be firm and expressed in Canadian currency.
- b. Prices shall be shown for each Scope of Work for which a price has been requested and included in a Schedule of Prices to be included in the proposal.
- c. The cost evaluation of the proposals will be evaluated based on the sum of total costs for the three facilities combined.

## 3. **TERM OF AGREEMENT**

- a. The RDNO and the selected Contractor or Contractors will enter into an Agreement (the "Agreement") for Concrete and Asphalt Crushing Service at the GVRDF, ASRDF and LRDF.
- b. The term of the Agreement(s) shall be for three (3) years beginning May 1, 2018, and ending April 30, 2021 or earlier as per termination provisions to be included in the Agreement. The Agreement will contain a provision for one (1) two (2) year extension at the mutual agreement of the Contractor and the RDNO. Any extension will be through an extending agreement which must be negotiated and executed by the parties a minimum of one hundred eighty (180) days prior to the expiration of the original term of the Agreement.

## 4. **SIGNATURES**

- a. If an individual is submitting the proposal, they shall print or type their name and address in the "Proposal Certification and Company Information" section of the RFP.
- b. If a partnership is submitting the proposal, the name and address of the partnership shall be printed or typed in the "Proposal Certification and Company Information" section of the RFP. The name of all members of the partnership shall be provided. The proposal shall be signed by one or more of the partners in the following manner: for example, "Smith and Jones by John Jones as partner". The signature or signatures shall be witnessed.
- c. If a company is submitting the proposal, the name of the company and its place of business shall be printed or typed in the "Proposal Certification and Company Information" section of the RFP. The proposal shall be signed by the person or persons authorized to sign the proposal on behalf of the company, including the capacity in which they sign: for example, "John Doe Company Ltd. by John Smith, Secretary" or as the case may be.
- d. Proposals signed by an agent MUST be accompanied by evidence of their authority.

## 5. **SUBMISSION OF PROPOSALS**

- a. Proposals may be delivered to the RDNO office in a sealed envelope by the closing date labeled as follows:
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Lumby Recycling and Disposal Facility**

**Attention: Dale Danallanko, RDF Operations Manager**

Regional District of North Okanagan,  
9848 Aberdeen Road  
Coldstream, BC V1B 2K9

- b. Proposals delivered to the RDNO office must include the name and address of the Contractor submitting the proposal on the outside of the sealed envelope.
  - c. Proposals **may be submitted by e-mail** (in PDF format only) to [dale.danallanko@rdno.ca](mailto:dale.danallanko@rdno.ca). Proposals submitted by e-mail must include "Request for Proposal No. 2018-CS19" in the subject line of the submission e-mail.
  - d. Proposals must be received by **Monday, April 16, 2018**.
  - e. Contractors who fail to mark their proposals or e-mails in accordance with the foregoing shall be solely responsible for and bear the entire risk that their Proposal may be lost, misfiled, misplaced or misdirected within the offices of the RDNO and thus not be available at the Closing Time. In such case, if the RDNO locates the Proposal and is satisfied that it was received before the Closing Time, then the RDNO in its sole and absolute discretion may return the Proposal unopened or may open and consider the Proposal along with the other Proposals received before the Closing Time.
  - f. Proposals not received by the submission deadline will be returned (unopened) and will not be considered.
  - g. Proposals will not be opened in public.
  - h. This RFP is valid for seventy five (75) days after the Closing date.
  - i. The RDNO will not accept any responsibility or liability for any costs incurred by the Contractor in the preparation and submission of their Proposal.
  - j. Inquiries related to this Request for Proposal are to be directed to Dale Danallanko, RDF Operations Manager via e-mail at [dale.danallanko@rdno.ca](mailto:dale.danallanko@rdno.ca).
  - k. To ensure that all addenda are provided to interested Contractors in a timely manner, **interested Contractors are encouraged to register their intention to submit a proposal** by providing their company name, primary contact person, e-mail, telephone number, cellular phone number and fax number to Dale Danallanko at the email address above a minimum of five (5) working days prior to the closing date.
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I. Proposals must include:

- i. A Schedule of Prices.
- ii. A description of any other charges or fees associated with the provision of the services contained in this RFP document.
- iii. A description of the Contractor's previous experience in comparable work.
- iv. A list of at least three references.
- v. A list of key personnel.
- vi. A description of the equipment to be utilized including, make, model, size and year.

**6. SELECTION PROCESS/EVALUATION CRITERIA**

The RDNO reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the "best value" to the RDNO. The RDNO will compare and evaluate all accepted proposals to determine the Contractor's strength and ability to provide concrete and asphalt crushing services in order to determine the Proposal which is most advantageous to the RDNO using the following criteria:

a. Experience, Reputation and Resources (40%)

Contractors are to provide at least two references which demonstrate successful performance of comparable work within the last ten (10) years. Contractors are to provide information on experience of key personnel to be involved in the work. Contractors are to provide a detailed breakdown of the equipment resources to be utilized including, make, model, size and year. Preference will be given to Contractors using newer equipment and experienced, qualified personnel.

b. Cost (30%)

Contractors shall provide a Schedule of Prices for the services listed in the RFP documents for the services they wish to provide directly or thorough subcontractors. The cost evaluation of the proposals will be evaluated based on the sum of total costs for the three facilities combined.

c. Basis of Payment (30%)

The Schedule of Prices is to be based on the quantity of finished material produced (volume or tonnage), on hourly equipment rates or on another acceptable method proposed by the Contractor. The RDNO will determine which basis of payment will be used for the duration of the Contract and would prefer to pay based on the tonnage of finished material produced.

**7. PROPOSAL DEPOSIT**

- a. All proposals must be accompanied by a Proposal Deposit in the form of a certified cheque or an irrevocable letter of credit in the amount of one thousand dollars (\$1,000).
  - b. Proposal Deposits submitted by the unsuccessful Contractors shall be returned upon execution of the Agreement with the successful Contractor.
  - c. The Proposal Deposit submitted by the successful Contractor shall be returned within ten (10) days after execution of the Agreement and the Performance Security and required Certificates of Insurance have been accepted by the RDNO.
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8. **SPECIAL CONDITIONS**

- a. Where special conditions are contained herein, these conditions shall take precedence over any conditions listed under “General Conditions” or “Instructions to Contractors Submitting Proposals”.

9. **CONTACTS**

- a. Any query regarding this RFP shall be directed only to the RDNO staff member listed below. This RFP is not to be discussed with any other RDNO staff or any member of the RDNO Board of Directors except at the direction of the RDNO staff member listed. Violation of this condition may result in the rejection of the proposal. The RDNO will not be responsible for Contractors revising their proposal based on oral instructions by any staff member of the RDNO. Any requests for interpretation shall be made in writing to the RDNO staff member listed. RFP documents will only be modified by issuance of an addendum by the RDNO.
- b. Contractors should examine the RFP documents immediately upon receipt and notify the RDNO staff member listed below by e-mail, not less than five (5) working days before the closing date, of any errors, omissions or ambiguities found in the documents. This will allow the RDNO, at its discretion, to issue addenda to the RFP prior to the closing date.
- c. The RDNO staff member responsible for this RFP is:

Dale Danallanko, Recycling and Disposal Facilities Operations Manager  
(the “Manager”)

Phone: 250-550-3744

Fax: 250-550-3701

E-mail: [dale.danallanko@rdno.ca](mailto:dale.danallanko@rdno.ca)

10. **EMPLOYMENT STANDARDS ACT**

- a. Contractors MUST comply with the *Employment Standards Act*.

11. **INSURANCE**

- a. 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 Section 8, 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 RDNO certifies in writing completion of the work. To expedite the award of the contract, **Contractors must provide proof of the required insurance with their proposal.**

12. **BUSINESS LICENCE**

- a. The Contractor may be required to show proof of a valid business license prior to commencing work for each jurisdiction in which the work will take place.
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**13. WORKSAFE BC**

- a. The Contractor must provide proof of current WorkSafe BC coverage prior to commencing work in the form of a Clearance Letter and must maintain such coverage during the term of the Agreement.
- b. The Contractor shall make available for review and acceptance a copy of their corporate Health and Safety Plan prior to commencing work. The RDNO may request that the Health and Safety Plan be modified to suit the individual sites and operation requirements.
- c. The Contractor must be aware of all WorkSafeBC regulations related to the work and must comply with all relevant WorkSafeBC regulations while carrying out the work on behalf of the Regional District of North Okanagan.

**14. BUDGET APPROVAL**

- a. Award of this contract is subject to the approval and availability of annual budget funding.

**15. SUB-CONTRACTING**

- a. The Contract may not be assigned without the written consent of the RDNO, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the RDNO. The Contractor agrees they will incorporate all the terms and conditions of the Contract into all subcontract Agreements they enter into with their subcontractors. Nothing contained in the Agreement shall create a contractual relationship between any subcontractor and the RDNO.
- b. Contractors shall provide information regarding any proposed subcontractors in their Proposal. The RDNO reserves the right, without any liability to the RDNO, to reject any proposed subcontractor and to require the Contractor to substitute another subcontractor that is acceptable to the RDNO.
- c. Subcontractors listed in the proposal shall not be changed without the written consent of the RDNO.

**16. EQUIPMENT**

- a. Contractors shall list all equipment proposed for use in the provision of concrete and asphalt crushing services in accordance with the Schedule of Prices documents. The words “as required” or similar wording will not be a sufficient description.
- b. No substitutions of the equipment listed in the Schedule of Prices documents will be permitted without the written consent of the RDNO.

**17. PROPOSAL CLARIFICATION**

- a. The RDNO, at its sole discretion, reserves the right to clarify any proposal after closing and prior to award.
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**18. RDF CONDITIONS**

- a. Contractors shall examine the RDFs at their own cost and risk, prior to submitting the Proposal to determine local conditions and all matters pertaining to the work to be performed.
- b. The Contractor is fully responsible for obtaining all information required for the preparation of their Proposal and for the execution of the work.
- c. The failure by any Contractor to recognize or anticipate any of the site conditions shall not constitute a basis for any claims for extra compensation.

**19. SITE INSPECTIONS**

- a. Contractors wishing to inspect the sites are to contact RDNO staff member responsible for this RFP to arrange site inspections. No optional or mandatory site tours will be held.

**20. AMENDMENT OR REVOCATION OF PROPOSALS**

- a. A Contractor who has already submitted a Proposal may submit an amended Proposal or may revoke their proposal at any time up to the Closing Time. The last Proposal received from a Contractor prior to the Closing Time shall supersede and invalidate any and all Proposals previously submitted by the Contractor. A Contractor may withdraw their Proposal at any time up to the Closing Time by e-mail, fax or letter.
- b. An amendment or revocation that is received after the closing date shall NOT be considered and shall NOT affect a proposal as submitted.
- c. An amendment or revocation must be signed by an authorized signatory of the Contractor.
- d. Any amendment that expressly or by inference discloses any material element of the proposal such that, in the opinion of the RDNO, the confidentiality of the proposal is breached will invalidate the entire proposal.
- e. If a proposal amendment or revocation is sent by fax, the Contractor assumes the entire risk that equipment and staff at the receiving office will properly receive the fax containing the amendment or revocation before the closing date. The RDNO assumes no risk or responsibility whatsoever that any fax will be received and shall not be liable to any Contractor if for any reason the fax is not properly received.

**21. ISSUANCE AND ACKNOWLEDGEMENT OF ADDENDA**

- a. Oral discussions shall not become a part of the RFP or modify the Agreement, unless specifically confirmed in writing by Addenda issued by the RDNO.
  - b. RFP documents may be revised to indicate changes. These changes will be made in the form of an Addendum. Registered Contractors will be informed of the issuance of any Addenda prior to the closing date. All Addendums shall become part of the RFP documents and shall become part of the Agreement. Acknowledgement of receipt of addenda MUST be indicated on the Proposal Certification and Company Information Form.
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**22. COMPLETION OF PROPOSAL CERTIFICATION AND COMPANY INFORMATION**

- a. The Proposal Certification and Company Information section of the RFP must be completed as specified and included in the Proposal.

**23. FREEDOM OF INFORMATION**

- a. The RDNO is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the RDNO cannot guarantee that any information provided to the RDNO can be held in confidence. All proposal, after the closing date and time, become the property of the RDNO.
  - b. The parties agree and consent to the disclosure of the Agreement as a matter of public record and acknowledge that applicable laws may require disclosure of information provided by one party to the other party pursuant to, or in connection with, the Agreement.
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**SECTION 4**

**GENERAL CONDITIONS**

**Unless otherwise noted, these General Conditions apply at the GVRDF, ASRDF and LRDF**

1. **DEFINITIONS**

Wherever the words herein defined, or pronouns used in their stead, occur in the RFP documents, they shall have the meaning herein given, unless the context requires a different meaning.

The definitions contained in the RDNO Municipal Solid Waste Management Bylaw No. 2659, 2014 (provided as Appendix A) shall apply to these RFP documents.

**ASRDF** means the Armstrong/Spallumcheen Recycling and Disposal Facility.

**CHANGE ORDER** means a written communication issued by the Manager, 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.

**CONTRACT AGREEMENT** means the Agreement the RDNO will enter into with the successful Contractor for RDF operation services and is synonymous with Contract and Agreement.

**CONTRACTOR** means and includes, irrespective of sex or number in the party or parties of the second part as named in the Proposal, 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 Agreement bond, constituting one of the principals in the Contract Agreement 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 and includes his, their, or its Superintendent (Contractor's Superintendent) and Operators (RDF Operators) as defined herein and where applicable.

**CONTRACTOR'S SUPERINTENDENT** means an employee or representative of the Contractor who is specifically authorized to be in full charge of the Contractor's operations at the sites of the Work and is so designated to the RDNO in writing.

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**CONTRACT PRICE** means the price for concrete and asphalt crushing services as submitted in the proposal.

**EMPLOYEE** means a person who works for the Contractor for wages or a salary.

**EQUIPMENT AND FACILITY** means anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein. The term **FACILITY** shall include all tools, implements, machinery, vehicles, structures, equipment and other things required for the execution of the Work, and provided by the Contractor.

**FACILITIES** means one or more of the ASRDF, GVRDF and LRDF and is synonymous with the word **RDFs** and **SITES**.

**GVRDF** means the Greater Vernon Recycling and Disposal Facility.

**LRDF** means the Lumby Recycling and Disposal Facility

**MANAGER** means the Recycling and Disposal Facilities Operations Manager for the Regional District of North Okanagan or their designate.

**MONTHLY INVOICE** means the invoice submitted by the Contractor to the Regional District of North Okanagan pursuant to the Agreement.

**OTHER CONTRACTOR** means any person or firm or corporation employed by the RDNO on the site of the Work other than the Contractor.

**REGIONAL DISTRICT or RDNO** means the Regional District of North Okanagan.

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

**WORK** means the entire Work, including materials, labour, equipment, transportation or other items ancillary to the foregoing, required to be done, furnished and performed by the Contractor to complete the contract, in accordance with the Agreement.

## 2. **CONTRACT ADMINISTRATION**

- a. The Recycling and Disposal Facilities Operations Manager (the “Manager”) shall be the Contract Administrator for the RDNO during the term of the Agreement and will observe the work in progress on behalf of the RDNO 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 Manager will have the authority to stop the work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the work in accordance with the provisions of the Agreement.
  - b. If, at any time, the Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop work or to take such remedial measures as they consider necessary.
  - c. 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.
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### 3. **INSPECTION OF WORK**

- a. The RDNO, the Manager or their designate 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 Agreement.
- b. If, in the opinion of the RDNO, the Contractor is not meeting the requirements of the Agreement, then on written notice, the Contractor shall proceed without delay to institute corrective measures.
- c. The RDNO 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 Agreement.

### 4. **LOCAL CONDITIONS**

- a. The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means satisfactory to the Manager, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality and practicality of the work and of their methods or procedure.
- b. No verbal agreements or conversations with any officer, agent, or employee of the RDNO, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained herein.

### 5. **SUPERVISION AND LABOUR**

- a. The Contractor shall provide an experienced and qualified Superintendent. The Superintendent shall represent the Contractor in the Contractor's absence and directions given to the Superintendent shall be held to be given to the Contractor.
- b. 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.
- c. The Contractor and/or their Superintendent shall meet with the Manager once annually for the duration of the Agreement.

### 6. **PERSONNEL**

- a. The Contractor shall at all times be responsible for the safety of their employees in the work and the service provided.
  - b. The Contractor and all of their employees may at any time tell abusive and/or threatening customers to leave the RDFs or they may refuse entry to any abusive and/or threatening person into the RDFs. If the request is not complied with, they may ask the local Police for assistance.
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- c. The Contractor shall ensure that their employees and subcontractors working at the RDFs are dressed appropriately and in accordance with Work Safe BC rules and regulations, including wearing a high visibility vest and steel toe and shank boots, when working at the facilities.
- d. The Contractor shall ensure that there is absolutely no smoking by any employees on the RDF sites. Smoking areas outside the RDNO property, at least 50 m from the waste footprint, may be designated by the Manager.
- e. The RDNO may request the replacement of any employee of the Contractor for one or more of the following reasons:
  - i. The employee is under the influence of narcotics and/or alcohol;
  - ii. The employee uses foul, profane, vulgar or obscene language in the presence of customers, RDNO, the Manager or their designate, or other contractors;
  - iii. The employee solicits gratuities or tips from the public other than approved in the Agreement;
  - iv. The employee acts in a willfully reckless manner with disregard to safety or operational requirements;
  - v. The employee causes a nuisance;
  - vi. The employee steals RDNO fees, equipment, and/or supplies;
  - vii. The employee salvages or scavenges material from the RDF without consent.

## 7. **EXTRAS**

- a. Except for otherwise provided in the Agreement, no payment for extras shall be made unless such extras have been requested and the prices thereof have been authorized in writing in the form of a Change Order issued by the RDNO.

## 8. **PAYMENT**

- a. Subject to Paragraph b. and c. of this Clause, the Contractor shall be paid, within thirty (30) business days after submission by the Contractor of properly prepared invoices. Unless otherwise specified, payment will be made on partial completion of the scope of work. **All invoices MUST contain a Purchase Order Number or Work Order Number, which will be provided to the Contractor by the RDNO.** All invoices must be sent to [financeap@rdno.ca](mailto:financeap@rdno.ca) when ready for payment. The RDNO will not be responsible for any delay in payment arising from the Contractor's failure to meet these requirements.

## 9. **CHANGES IN THE WORK**

- a. The RDNO may order changes in the Work through additions, deletions, modifications or variations without invalidating the Agreement. The value, if any, of such changes shall be taken into account in adjusting the payment. All such work shall be executed under the conditions of the Agreement.
  - b. No extra work shall be carried out over and above the scope of work in the Agreement and unless pursuant to a Change Order, and no payment for extra work shall be made unless authorized by a Change Order. Payment, where necessary, for Work carried out in response to an emergency shall be negotiated under the terms of the Contract and at the labour and equipment rates specified in the Proposal Form.
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- c. If the Contractor claims that any instruction by letter, or otherwise, involves extra costs under the Agreement, they shall give the RDNO written notice thereof immediately, and they shall then follow the RDNO'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.
- d. The value of the change in the Work due to the addition or deletion of work shall be negotiated. A Change Order is required.
- e. When work is being done on a cost basis, the Contractor shall submit to the RDNO's representative an account for work done immediately after the extra work is performed. The account shall include the person hours, equipment hours, and materials used. The RDNO's representative shall check the account, and if it is numerically correct, they shall notify the Contractor. Only those items, which are eligible in accordance with these specifications, shall be certified for payment by a Change Order.

#### **10. ASSIGNMENT AND SUBLETTING**

- a. The Contractor shall keep the work under their personal control. The Contractor shall not, without the consent of the RDNO in writing, assign or transfer this contract, or any sum or sums or parts thereof, due or to become due to the Contractor under the Agreement.

#### **11. CONTRACTOR'S LIABILITY**

- a. The Contractor shall indemnify and save harmless the RDNO and its elected officials, officers, servants, employees and agents from and against all claims related to the work in connection with this contract and to inventions, copyrights, trademarks or patents and patent rights used or infringed by the Contractor in the performance of the services listed herein.
- b. The Contractor shall be liable for all costs, damages, and expenses whatsoever incurred or suffered by the RDNO and its elected officials, officers, servants, employees and agents (the Indemnitees) including but not limited to, damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this contract, excepting only where such loss, cost, damages and expenses are as a result of the sole negligence of the Indemnitees.
- c. The Contractor shall defend, indemnify and save harmless the Indemnitees, from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith in connection with the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

#### **12. LIENS**

- a. The Contractor, their surety and their respective heirs, executors, administrators, successors and permitted assigns shall fully indemnify the RDNO and its elected officials, officers, servants, employees and agents from and against any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien of charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
-

### 13. RDNO'S RIGHT TO TERMINATE

#### BANKRUPTCY

- a. The RDNO has the right to terminate the Agreement if the Contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of their creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the RDNO giving notice thereof.

#### DEFAULT

- b. If at any time during the term of the Agreement, the Contractor:
  - i. Has failed to commence work or to recommence the work after a suspension within the time specified in writing by the Manager;
  - ii. Has failed or is failing to furnish follow an acceptable work schedule and plan of operation as requested from time to time by the Manager;
  - iii. Has failed or is failing to use diligence or has failed to comply with the instructions of the Manager to expedite their work or is otherwise failing to make such progress with the Work as is necessary to ensure the completion of the Work or any part thereof in the time specified in writing by the Manager;
  - iv. Has failed or is failing to supply enough competent workers or suitable equipment to enable the Contractor to properly and adequately perform the work in accordance with the provisions of this Agreement;
  - v. Has become in any way unable to carry on the Work or any part thereof;
  - vi. Has committed any other breach of the Agreement;
  - vii. Has failed to commence the work within the time specified herein or any extensions thereof; or
  - viii. If the Contractor fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger the performance of the Agreement in accordance with its terms, and in either of those circumstances, does not remedy such failure within a period of ten (10) days, or such longer period as the Manager may authorize in writing, after receipt of notice from the Manager specifying any such failure.

The RDNO may give notice in writing to the Contractor of such default requiring that such default or defaults be remedied forthwith. If, within fourteen (14) days of such notice such default or defaults are not remedied, the RDNO may terminate this Agreement.

- c. In the event the RDNO terminates the Agreement in whole or in part as provided in Paragraph a. of this clause, the RDNO may procure, upon such terms and in such a manner as the RDNO may deem appropriate, services similar to those terminated, and the Contractor and their surety shall be liable to the RDNO for any excess cost for such
-

similar services, provided that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of the clause.

- d. The Contractor shall not be liable for any excess costs in any failure to perform this contract arising out of reason of strikes, lockouts, Acts of God, acts of the RDNO, fires or floods, or defaults of subcontractors due to any of such causes unless the Manger determines that the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

#### 14. **PERMITS AND LICENSES**

- a. The successful Contractor, their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services related to the Agreement.
- b. The successful Contractor will be required to conform to all Federal, Provincial and Municipal Acts, Regulations and Bylaws that may apply to the fulfillment of the Agreement. The successful Contractor is required to obtain and pay for all necessary permits, licenses, and inspection fees.
- c. Certified copies of required permits/licenses must be provided to the RDNO upon request.
- d. The RDNO will procure and be responsible for the Operational Certificates, covenants, right-of-ways, leases or other legal requirements associated with the land and existing buildings owned by the RDNO, and shall comply with all federal, territorial, provincial, and local laws and regulations, affecting the execution of the work, save insofar as the Agreement specifically provides otherwise.

#### 15. **TAXES AND TARIFFS**

- a. The Contractor shall be responsible for payment of any of the following:
  - i. Income Tax;
  - ii. Unemployment Insurance;
  - iii. Canada Pension Plan;
  - iv. Health and Welfare Benefits;
  - v. Overtime;
  - vi. Vacation Pay;
  - vii. Licenses;
  - viii. Permits (not including Operational Certificates);
  - ix. Applicable Federal and Provincial taxes;
  - x. Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of an employee.

#### 16. **PATENTS AND/OR COPYRIGHTS**

- a. The Contractor shall indemnify and hold and save harmless the RDNO, 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.

**17. INJURY OR DAMAGE**

- a. 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 their employees, workers, or agents in carrying out the terms of the Agreement.
- b. The Contractor shall, without further order, maintain at all times during the progress or suspension of the work, including all extra work stipulated in a Work Order, the safety of the public and those engaged in the work.
- c. In an emergency affecting the safety of life or property, the Contractor, without the necessity of authorization from the RDNO, shall act in a reasonable manner to prevent loss or injury.

**18. PERFORMANCE SECURITY**

- a. At the time the Agreement is executed, the Contractor will provide to the RDNO performance security in the amount of five thousand dollars (\$5,000) in the form of an irrevocable bank Letter of Credit or, certified cheque or cash.
- b. The bank Letter of Credit or cash shall be retained along with any other deductions from each payment to the Contractor which may be warranted or may be required in accordance with the conditions for the fulfillment of the Agreement and may be retained for up to sixty (60) days after the completion of the Agreement.

**19. DISPUTE RESOLUTION**

- a. The Manager shall, in the first instance, be the interpreter of the requirements of the Contract.
  - b. In the event of any dispute, which shall be any disagreement or misunderstanding between the Manager 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.
  - c. 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.
  - d. If there is an exchange of communication and issues remain unresolved, both parties shall:
    - i. make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
    - ii. provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
-

- e. If the dispute cannot be settled within fourteen (14) 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 Vernon, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
- f. The Contractor shall not delay any of the Work of the Agreement 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.

20. **GOVERNING LAW**

- a. This Contract shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable herein.
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**REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

**Concrete and Asphalt Crushing Services:**

**Greater Vernon Recycling and Disposal Facility  
Armstrong/Spallumcheen Recycling and Disposal Facility  
Lumby Recycling and Disposal Facility**

**SECTION 5**

**SCOPE OF WORK AND PERFORMANCE  
SPECIFICATIONS**

Based on previous experience, the **estimated** frequency of service required at each of the facilities is as follows;

- GVRDF: one (1) crushing event annually
- ASRDF: one (1) crushing event annually
- LRDF: once (1) crushing event every three (3) to five (5) years

The Contractor shall supply all labour, equipment, materials, fuels, licences, permits, insurance, safety precautions and equipment, security and all other things necessary to perform the specified Scope of Work and to meet the Performance Specifications including, but not limited to:

- a. Mobilization to and demobilization from the GVRDF, ASRDF and LRDF.
  - b. Participation in pre-project safety meeting priors to the commencement of each crushing event at each of the facilities with the GVRDF, ASRDF and LRDF Prime Contractor.
  - c. Preparation of crushing and stockpile areas prior to the commencement of crushing.
  - d. Pre-processing of material as required prior to crushing (i.e. breaking of large pieces necessary to accommodate crusher).
  - e. Removal and stockpiling of any asbestos containing material (i.e. asbestos cement pipe) or other contamination present in the stockpiles for removal by others.
  - f. Crushing of material to specification provided by the RDNO. The RDNO may request quantities of material to be processed to “1 inch minus”, “2 inch minus” or “3 inch minus” specifications.
  - g. Stockpiling of material in designated stockpile areas. Designated stockpile areas will be provided for the crushed material which will be located within 100m of the current locations of the crushables stockpiles.
  - h. Removal and stockpiling of metal adjacent to the stockpiles of crushed material for removal by others.
-

- i. Dust management/suppression as necessary
- j. Site cleanup following completion of work including smooth grading of stockpile areas, removal of any structures constructed and stockpiling of any waste products for removal by others.



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Lumby Recycling and Disposal Facility**

**SECTION 6**

**INSURANCE AND INDEMNITY REQUIREMENTS**

**1. CONTRACTOR TO PROVIDE**

- a. The Contractor shall procure and maintain, at their own expense and cost, the insurance policies listed herein with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the work the RDNO advises, in writing, that it has determined that the exposure to liability justifies less limits.
- b. The insurance policy or policies shall be maintained continuously from the commencement of the work until total completion of the work or such longer period as may be specified by the RDNO.

**2. INSURANCE**

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the RDNO, procure and maintain, at their own expense and cost, the following insurance policies:

- a. WorkSafe BC Insurance covering all employees engaged in the work in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.
  - b. Comprehensive General Liability Insurance
    - i. Providing for an inclusive limit of not less than five million dollars (\$5,000,000) for each occurrence or accident;
    - ii. Providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage or destruction of property caused by an occurrence or accident arising out of or related to the work or any operations carried out in connection with this Contract;
    - iii. Including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
-

- iv. Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.
- c. Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the work. The Limit of Liability shall not be less than five million dollars (\$5,000,000) inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- d. All Risks Insurance for loss or damage to all Contractor's equipment, owned, leased or for which the Contractor may otherwise be responsible for and used or to be used in the performance of the work. The insurance shall be for an amount not less than the replacement cost value of the equipment. In the event of loss or damage, the Contractor shall, if so requested by the RDNO, forthwith replace such lost or damaged equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the RDNO.

**3. THE RDNO NAMED AS ADDITIONAL INSURED**

- a. The policies required by section b. and c. above shall provide that the RDNO is named as an Additional Insured there under and that said policies are primary without any right of contribution from any insurance otherwise maintained by the RDNO.

**4. CONTRACTOR'S SUBCONTRACTORS**

- a. The Contractor shall require each of its subcontractors to provide comparable insurance to that set forth under Sections 2.b. and 2.c.

**5. CERTIFICATES OF INSURANCE**

- a. The Contractor agrees to submit Certificates of Insurance for itself and for all of its subcontractors to the RDNO prior to commencing the work.
- b. Such Certificates shall provide that 30 days written notice shall be given to the RDNO Engineering Department, prior to any material changes or cancellations of any such policy or policies.

**6. OTHER INSURANCE**

- a. After reviewing the Contractor's Certificate(s) of Insurance, the RDNO may require other insurance or alterations to any applicable insurance policies in force during the period of the Contract and will give notice of such requirement.
- b. Where other insurance or alterations to any insurance policies are required by the RDNO and result in increased insurance premiums, such increased insurance premiums shall be at the Contractor's expense.

**7. ADDITIONAL INSURANCE**

- a. The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the RDNO. The Contractor
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shall ensure that all of its subcontractors are informed of and comply with the RDNO's insurance requirements.

8. **INSURANCE COMPANIES**

- a. All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

9. **FAILURE TO PROVIDE**

- a. If the Contractor fails to do all or anything which is required of it with regard to insurance, the RDNO may do all that is necessary to effect and maintain such insurance and any monies expended by the RDNO shall be repayable and recovered from the Contractor.
- b. The Contractor expressly authorizes the RDNO to deduct from any monies owing the Contractor, any monies owed by the Contractor to the RDNO.

10. **NON PAYMENT OF LOSSES**

- a. The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any subcontractor shall not be held to waive or release the Contractor or subcontractor from any of the provisions of the insurance requirements of this Agreement, with respect to the liability of the Contractor otherwise.
  - b. Any insurance deductible maintained by the Contractor or any subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the RDNO will be recovered from the Contractor.
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**REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

**Concrete and Asphalt Crushing Services:**

**Greater Vernon Recycling and Disposal Facility  
Armstrong/Spallumcheen Recycling and Disposal Facility  
Lumby Recycling and Disposal Facility**

**SECTION 7**

**CONDITIONS OF SUBMISSION OF PROPOSAL**

- a. Submission of a proposal indicates acceptance by the proponent of the terms and conditions specified in this RFP. The Contractors are deemed to have familiarized themselves with the RDNO's requirements, as well as the specific requirements of the work. Proposals should be based on the terms of reference in this Request for Proposals and any subsequent addenda distributed by the RDNO. The activities or tasks listed are minimum requirements to be undertaken.
  - b. The successful proponent and any sub consultants and subcontractors shall at all times indemnify and save harmless the RDNO and or any of its officers, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits, fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this assignment, or any action taken or things done or maintained by virtue of this assignment or the exercise in any manner of rights except claims for damage resulting from the negligence of any officer, servant or agent of the RDNO while acting within the scope of their duties of employment.
  - c. The RDNO considers all documents generated during the RFP process property of the party who produced the documents. However, the RDNO reserves the right to distribute this information upon written approval of the producer of the information in the format it was received by the RDNO.
  - d. The RDNO reserves the right to reject any or all proposals, and determine in its own discretion, the Contractor best qualified to undertake the work, and reserves the right to conduct post-selection meetings in order to correct, change or adapt proposals to the wishes of the RDNO. The RDNO is not liable for any costs incurred by the respondents in the preparation of their proposals or attendance at any site visits or selection interviews.
  - e. The RDNO will initially review the proposals to determine whether clarification or elaboration is required. The RDNO may choose to meet with some or all of the proponents to clarify various aspects of the proposals. A proponent's failure to provide additional information in a timely manner as requested by the RDNO, in writing, may result in the proposal being disqualified.
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- f. During the proposals evaluation, the RDNO will pay close attention to and will not accept any disclaimers or conditions counter to the RDNO's expressed conditions above. Any such conflict will classify the proposal package as incomplete and will be grounds for the Contractor's disqualification and elimination of their proposal from further review.

**REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

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Lumby Recycling and Disposal Facility**

**SECTION 8**

**SCHEDULE OF PRICES**

The Contractor is to provide a Schedule of Prices. Prices are to include all labour, equipment, materials, supervision and all else necessary for the proper execution of the Work, as described in this RFP and in the Agreement. The Contractor shall include in their Schedule of Prices sufficient amounts to cover the cost of work and materials not listed explicitly in the RFP, but included in the specifications and scope of work either by direct mention or by implication. All such amounts shall be included in the items to which they pertain most closely in the Schedule of Prices.

Prices are to be provided for services at the GVRDF, ASRDF and LRDF.

No claim for extra payment on the grounds that the work performed or the materials supplied could not be properly charged to the items listed in the Schedule of Prices will be considered.

Where “**Estimated Annual Quantity**” is indicated, it is an **ESTIMATE ONLY** based on previous years quantities. Actual quantities will vary over the term of the Agreement. The estimated annual quantities listed will be used by the RDNO for proposal evaluation purposes.

Contractors must submit a Schedule of Prices in the proposal. The Schedule of Prices is to be based on the quantity of finished material produced (volume or tonnage), on hourly equipment rates or on another acceptable method proposed by the Contractor. The RDNO will determine which basis of payment will be used for the duration of the Contract and would prefer to pay based on the tonnage of finished material produced.

The RDNO reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the “best value” to the RDNO. The RDNO will compare and evaluate all accepted proposals to determine the Contractor’s strength and ability to provide the services listed in order to determine the Proposal which is most advantageous to the RDNO.

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**REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

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Lumby Recycling and Disposal Facility**

**SECTION 9**

**ADDITIONAL INFORMATION TO BE PROVIDED IN  
PROPOSAL**

1. **EQUIPMENT**

- a. Proposals must include a list of the equipment the Contractor proposes to use to fulfill the required scope of work during the term of the Agreement. Information regarding the make, model, and year of all equipment must be included.

2. **PERSONNEL**

- a. Proposals must include a list of the personnel the Contractor proposes to use to fulfill the required scope of work during the term of the Agreement.

3. **ADDITIONAL EQUIPMENT AND RATES**

- a. Proposals must include a list of equipment the Contractor has available to carry out additional work over and above the Scope of Work described in the RFP. Information regarding the make, model and year of equipment as well as the hourly rate must be provided.
- b. Equipment rates provided shall be 'all in' rates and will apply for the first 12 months of the term of the Agreement and may be adjusted **upon request of the Contractor** each January in year 2 and year 3 of the Agreement according to the applicable Consumer Price Index.
- c. Equipment Rates shall include all mobilization and demobilization, profit, labour, and overhead incidental to fulfill the scope of work contained in any Change Order issued. Payment will be based on the Hourly Rates listed and the total hours used to complete the specified and approved scope of work.
- d. Additional equipment rates **must be provided** and will provide additional information for the evaluation of the Proposal.

4. **CONTRACTOR'S SUPERINTENDENT(S)**

- a. Proposals must include name(s) and contact information of the person(s) who will act as Superintendent for the work on behalf of the Contractor.
-

5. **CONTRACTOR'S EXPERIENCE AND REFERENCES**

- a. Proposals must include at least two references which demonstrate successful performance of comparable work at comparable size facilities within the last ten (10) years.
- b. Proposals are to provide information on experience of key personnel (i.e. Site Supervisor/Manager) to be involved in the work.

6. **SUBCONTRACTORS**

- a. Proposals must include the name(s) and contact information of the Contractor(s) who will act as subcontractors on behalf of the Contractor for any part of the work.

7. **PROPOSAL CERTIFICATION AND COMPANY INFORMATION**

- a. Contractors are required to complete the Proposal Certification and Company Information and include this in the Proposal.
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**REGIONAL DISTRICT OF NORTH OKANAGAN**

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**Concrete and Asphalt Crushing Services:**

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Lumby Recycling and Disposal Facility**

**SECTION 10**

**PROPOSAL CERTIFICATION AND COMPANY  
INFORMATION**

- a. We the undersigned have carefully reviewed and examined this Request for Proposal and the following Addenda:

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

- b. We have full knowledge of the Scope of Work required and we have conducted such other investigations as were prudent and reasonable in preparing this response.
- c. We acknowledge that the quantities listed herein are provided for information only and that actual quantities will vary for the duration of the Term.
- d. We certify that the statements made in this response are true and complete. The statements and prices as submitted represent our response to the RDNO. We agree to be bound by statements and representations made in this response and to any agreement resulting from this response.

**COMPANY INFORMATION**

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

Address: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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E-mail: \_\_\_\_\_

**SUBMITTED BY**

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

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

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

**SIGNATURE WITNESSED BY**

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

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

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

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**REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

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Lumby Recycling and Disposal Facility**

**SECTION 11**

**PROPOSAL DEPOSIT**

KNOW ALL PERSONS BY THESE PRESENT THAT

(hereinafter called the Principal), as Principal and

(hereinafter called the Surety), as Surety, are jointly and severally held and firmly bound unto

(hereinafter called the Obligee), as Obligee, in the penal sum of

**One thousand dollars (\$1,000)** of lawful money of Canada, for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS the Principal is herewith submitting its proposal for the fulfilment of

**CONCRETE AND ASPHALT CRUSHING SERVICES  
GREATER VERNON RECYCLING AND DISPOSAL FACILITY  
ARMSTRONG/SPALLUMCHEEN RECYCLING AND DISPOSAL FACILITY  
LUMBY RECYCLING AND DISPOSAL FACILITY**

NOW THEREFORE the condition of this obligation is such that if the Principal is awarded said contract and if the Principal within the time specified in the RFP for such contract enters into, executes and delivers to the Obligee an agreement in the relative form annexed, and if the Principal and Surety within the time specified in the said RFP give a good and sufficient performance and fulfilment bond in the relative form annexed to said contract, then this obligation shall be void, otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the Proposal of the Principal and the amount for which the Obligee legally

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contracts with another party to perform the work of the said contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability to the Surety, any law, rule or equity or usage relating to the liability of sureties to the contrary notwithstanding.

The Corporate Seal of )  
 )  
 )  
was hereunto )  
affixed in the presence of its duly )  
authorized signing authority. )  
 )  
\_\_\_\_\_)  
 )  
\_\_\_\_\_)

\* END SECTION\*

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**REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

**Concrete and Asphalt Crushing Services:**

**Greater Vernon Recycling and Disposal Facility  
Armstrong/Spallumcheen Recycling and Disposal Facility  
Lumby Recycling and Disposal Facility**

**SECTION 12**

**PERFORMANCE SECURITY**

The Contractor hereby deposits with the RDNO a certified cheque or irrevocable letter of credit payable to the Regional District of North Okanagan in the amount of two hundred fifty thousand dollars (\$250,000).

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

In the final year of the Contract, the Performance Security may 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:	)	
	)	
	)	C/S
_____	)	
Authorized Signing Officer	)	
	)	
_____	)	
Authorized Signing Officer	)	

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**REGIONAL DISTRICT OF NORTH OKANAGAN**

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Lumby Recycling and Disposal Facility**

**SECTION 13**

**CERTIFICATE OF INSURANCE**

This is to Certify that the insurance as described herein has been arranged for the insured named herein on whose behalf this Certificate is executed, and we hereby certify that such insurances are in full force and effect.

Name of Insured: \_\_\_\_\_

Address of Insured: \_\_\_\_\_

**INSURANCE COVERAGE PROVIDED**

1. Comprehensive General Liability Insurance covering occurrence property damage and covering contractual liability.

Policy No.: \_\_\_\_\_

Insurer: \_\_\_\_\_

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

Date of Expiration: \_\_\_\_\_

Limits of Liability

Each Person: \_\_\_\_\_

Each Occurrence: \_\_\_\_\_

Aggregate Cover: \_\_\_\_\_

Inclusive Limits: \_\_\_\_\_

R.D.N.O. Additional Insured: \_\_\_\_\_

2. Automobile Insurance covering all vehicles owned, operated, leased or hired as necessary.
-

Policy No. \_\_\_\_\_

Insurer: \_\_\_\_\_

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

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

Limits of Liability \_\_\_\_\_

Each Person: \_\_\_\_\_

Each Accident: \_\_\_\_\_

Inclusive Limits: \_\_\_\_\_

If any of the policies described herein are changed in any manner, for any reason during the period of coverage as stated herein, so as to affect this Certificate, or if any of the policies are cancelled or terminated, **fifteen (15) days** written notice shall be given to the Owner and to the Manager prior to such change, cancellation or termination becoming effective.

This Certificate is executed and issued to the RDNO the day and date written below.

REGIONAL DISTRICT OF NORTH OKANAGAN  
9848 Aberdeen Road  
Coldstream, BC V1B2K9

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

Name of Agent or Broker:

Address: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

(confirmation of policy to be provided in the approved form of the insurance broker)

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**REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL NO. 2018-CS19**

**Concrete and Asphalt Crushing Services:**

**Greater Vernon Recycling and Disposal Facility  
Armstrong/Spallumcheen Recycling and Disposal Facility  
Lumby Recycling and Disposal Facility**

**APPENDIX A**

**DRAFT CONTRACT AGREEMENT**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Contract:**                    **Regional District of North Okanagan Concrete and Asphalt Crushing Services**

**Reference No.**            2018-CS19

**BETWEEN:**

The Regional District of North Okanagan  
(The "*Owner*")

**AND:**

**Name and Address of Contractor**  
(The "*Contractor*")

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

**ARTICLE 1 THE WORK**

- 1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
- 1.2 The Contractor will commence the Work in accordance with the Notice of Award. The Contractor will proceed with the Work diligently, will perform the Work as required by the Contract Documents during the term of the Agreement.

**ARTICLE 2 CONTRACT DOCUMENTS**

- 2.1 The Contract Documents consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in
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accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.

- 2.2 The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.

### **ARTICLE 3 CONTRACT PRICE**

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

### **ARTICLE 4 PAYMENT**

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

### **ARTICLE 5 RIGHTS AND REMEDIES**

- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the Owner, Manger or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.
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## ARTICLE 6 NOTICES

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

**The Owner:**

Regional District of North Okanagan  
9848 Aberdeen Road  
Coldstream, BC V1B 2K9  
Attention: Dale Danallanko, Recycling and Disposal Facilities Operations Manager  
Email: dale.danallanko@rdno.ca  
Fax: 250-545-3701

**The Contractor:**

**Name and Address of Contractor  
Contact information for Contractor**

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

## ARTICLE 7 GENERAL

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

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

*Contractor:*

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**Full Legal Name of Corporation, Partnership or Individual  
Authorized Signatory**

*Owner:*

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Regional District of North Okanagan  
**Authorized Signatory**

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**SCHEDULE 1**

**SCHEDULE OF CONTRACT DOCUMENTS**

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

- SECTION 1: INVITATION TO SUBMIT PROPOSAL
- SECTION 2: INTRODUCTION
- SECTION 3: INFORMATION AND INSTRUCTIONS FOR CONTRACTORS  
SUBMITTING PROPOSALS
- SECTION 4: GENERAL CONDITIONS
- SECTION 5: SCOPE OF WORK AND PERFORMANCE SPECIFICATIONS
- SECTION 6: INSURANCE AND INDEMNITY REQUIREMENTS
- SECTION 7: CONDITIONS OF SUBMISSION OF PROPOSAL
- SECTION 8: SCHEDULE OF PRICES
- SECTION 9: ADDITIONAL INFORMATION TO BE PROVIDED IN PROPOSAL
- SECTION 10: PROPOSAL CERTIFICATION AND COMPANY INFORMATION
- SECTION 11: PROPOSAL DEPOSIT
- SECTION 12: PERFORMANCE SECURITY
- SECTION 13: CERTIFICATE OF INSURANCE

- END OF REQUEST FOR PROPOSAL -

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