



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS

for the

**CAMPBELL MOUNTAIN SANITARY LANDFILL
MASTER PLAN AND
DESIGN, OPERATIONS AND CLOSURE PLAN**

RDOS-20-PW-32

DECEMBER 23, 2020

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

CAMPBELL MOUNTAIN SANITARY LANDFILL MASTER PLAN AND DESIGN, OPERATIONS AND CLOSURE PLAN

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen is requesting submissions of Proposals from suitably qualified professionals to provide consulting services to prepare a Master Plan for the Campbell Mountain Sanitary Landfill (CMSL) and review and update the Design, Operations, and Closure Plan (DOCP) as required by Ministry of Environment, Operational Certificate 15274.

The most recent draft DOCP was prepared in 2016 by Sperling Hansen Associates (SHA). This document requires updating with the operational changes and future requirements for the landfill to meet the Operating Certificate requirements and integrate with additional plans being proposed.

A Master Plan will be developed that will take a holistic approach at making a long term plan for the development and operations of the landfill site including siting and coordination with a future composting operation. The site has several challenges that will need to be fully addressed going forward for the landfill life. These include traffic flow, leachate and drainage impacts, biocover landfill gas management, limited borrow/ onsite cover materials used for daily and intermediate cover and interaction with operators.

The Master Plan presents the current status, regulatory framework, infrastructure needs, environmental practices, monitoring needs, design concepts, and operational practices, as well as a long-term plan to progressively and ultimately close the landfill.

The successful Proponent shall be responsible for developing a project timeline, methodology/approach, and specific steps to meet the overall objectives, and adhering to the Scope of Work requirements presented herein. Interaction with proponents charged with leachate management and site entrance design is expected.

1.2. BACKGROUND

The CMSL is located approximately 5 km northeast of Penticton, north of Reservoir Road and west of Spiller Road. The property has an estimated total area of 59.5 hectares and currently has a landfill footprint of about 10 hectares. The landfill is constructed within a depression of underlying bedrock, layered gneiss, oriented in a north-south direction.

Landfill operations at Campbell Mountain Sanitary Landfill began in 1972 and it currently accepts residential, commercial and light industrial waste from the City of Penticton and the

surrounding electoral areas. CML has approximately 1.5 million tonnes of waste in place. Various on-site diversion activities and curbside recycling programs have reduced the proportion of the volume of waste landfilled each year. In 2019, 24,780 tonnes of composted/recycled materials were diverted onsite at the landfill, with 28,891 tonnes buried.

The Regional District has completed some of the different components required for the DOC plan however these require possible updates and integrating into a complete document to address each of the subsections contained in the new draft Landfill Criteria for Municipal Solid Waste.

In order to successfully complete the Landfill DOCP for CMSL, the Regional District will require the consultant to first complete the Master Plan in consideration of the following tasks at minimum as detailed in Section 5.2 that may extend beyond developing a traditional operation and closure plan:

- Update filling plan
- Progressive closure plan
- Update of facility operations plan
- Update of Fire safety plan and Emergency Response Plan
- Lifecycle costing assessment
- Confirmation of suitability of currently designed entranceway or provide guidance for alternate location
- Confirmation of suitability of currently designed leachate capture system or provide guidance for alternate routing / capture.
- Final Design of a landfill bio-cover for landfill gas management
- Stockpile / Receiving locations and traffic flow
 - Small waste transfer area
 - Cover soil quarry
 - Yard waste
 - Wood waste
 - Cardboard
 - Pressure tank
 - Tire
 - Battery
 - Electronics
 - RecycleBC residential recycling
 - HHW
 - Scrap metal
 - Gypsum
 - Asphalt
 - Mattress / Furniture
 - Biosolids

1.3. SUPPORTING DOCUMENTS

Many studies have been completed at CMSL. The following is a list of available documents to assist in the preparation of Proposals and the DOC Plan.

- Site Location Map

- *Operational Certificate 15274 – Campbell Mountain Landfill*. 2015. BC Ministry of Environment
- *Hydrogeological and Geotechnical Evaluation – Campbell Mountain Landfill*. 1994. Prepared by Golder Associates Ltd.
- *Campbell Mountain Landfill Operations / Filling / Closure Plan*. 1997. Prepared by Sperling Hansen Associates
- *Final Report – Filling Plan Revisions, Campbell Mountain Landfill*. 2002. Prepared by Golder Associates Ltd.
- *Borrow Material Assessment, Campbell Mountain Landfill*. 2005. Prepared by Golder Associates Ltd.
- *Setback Requirements, Campbell Mountain Landfill*. 2006. Prepared by Golder Associates Ltd.
- *Life Cycle Cost Assessment Final Report*. 2006. Prepared by CH2M Hill
- *Interim Filling Plan, Campbell Mountain Landfill*. 2009. Prepared by Golder Associates Ltd.
- *Landfill Gas Generation Assessment Report for the Campbell Mountain Landfill*. 2010. Prepared by Conestoga-Rovers & Associates (CRA). “
- *Updated Campbell Mountain Landfill Life Cycle Cost Assessment*. 2011. Prepared by AECOM Canada Ltd.
- *Drainage Improvement Assessment*. 2011. Prepared by Golder Associates Ltd.
- *Investigation of Options for Controlling Off-Property Leachate Migration at Campbell Mountain Landfill*. 2014. Prepared by Sperling Hansen Associates.
- *2019 Operations and Monitoring Report – Campbell Mountain Landfill, Penticton, B.C.* 2020. Annual Requirement under MoE OC 15274. Prepared by Western Water Associates Ltd.
- *Landfill Gas Management Facilities Design Plan*. 2015. Prepared by Sperling Hansen Associates.
- *Campbell Mountain Landfill Design Operations and Closure Plan*. 2016. Prepared by Sperling Hansen Associates.
- *Nuisance Impact Assessment for Campbell Mountain Landfill*. 2019. Prepared by Tetra Tech.
- *Organics Facility Feasibility Assessment*. 2020. Prepared by Tetra Tech.

- *Campbell Mountain Landfill – Scale and Scalehouse Upgrades*, 2019. Prepared by AECOM.
- *Phase 2 Filling Plan - Draft*. 2020. Prepared by Sperling Hansen

These documents will be made available for electronic download to any potential qualified proponents that submit an email request to the Project Manager listed in Section 2.2 of this Request for Proposal.

1.4. SUPPORTING DOCUMENTATION CONFIDENTIALITY

Information provided to a Proponent by the Regional District or acquired by the Proponent by way of further enquiries is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- a) Was known to the Proponent before receipt hereof; or
- b) Becomes publically known other than through the Proponent; or
- c) Is disclosed pursuant to the requirement of a governmental authority or judicial order.

The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

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

**Dustin Zahara
Engineering Technologist
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

or

Via Email to: engineering@rdos.bc.ca

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

TIME: 2:00 PM local time

DATE: Wednesday, January 20, 2021

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its 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.

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. It is the Proponent's sole responsibility to ensure the revisions are received by the Regional District prior to the Time of Closing.

Proposals received after the Closing Time will not be accepted or considered and will be returned.

2.2. INQUIRIES AND ADDENDA

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 will be recorded and may be distributed through an addendum at the Regional District's option.

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.

Dustin Zahara
(250) 490-4210
dzahara@rdos.bc.ca

The Project Manager will issue each Addendum at least two (2) business days prior to the Closing Date.

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 Manager. 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 or written discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

2.3. INFORMATION MEETING

An optional information meeting will be held via Webex conference from 1:00pm – 3:00pm on Wednesday January 13th, 2021. As a result of Covid-19 Restrictions, no in-person provisions will be made available. Webex meeting details:

<https://rdos.webex.com/rdos/j.php?MTID=mc8d195cba6f8f97b91bb12837cea2907>

Meeting number (access code): 146 919 8627

Meeting password: TWqhMr4a\$37

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.;

“Consultant” 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.;

“CMSL” means the Campbell Mountain Sanitary Landfill

“Contractor” or **“Consultant”** means the Proponent whose Proposal has been accepted by the Regional District and is awarded a contract by the Regional District to carry out the Work

“must” or **“mandatory”** or **“shall”** means a requirement that must be met in order for the proposal to receive consideration;

“Project Manager” means the Regional District representative overseeing this project and the point of contact during the project.

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

“Proposal” means a proposal to carry out the Work submitted by a Proponent in response to this RFP;

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

“RFP” means this Request for Proposals.

“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.

A person authorized to sign on behalf of the Proponent shall sign the 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,
- issue addenda to 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,
- 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. NEGOTIATIONS

The Regional District reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal submission.

The Regional District may negotiate with the Proponents submitting, in the Regional District's opinion, the most advantageous Proposals. The Regional District may enter into negotiations with one of more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The Regional District shall incur no liability to any Proponent as a result of such negotiations.

If, in the course of negotiations, the Proponent amends or modifies a Proposal after the Closing Date, the Regional District may consider the amended Proposal as a alternative to the Proposal already submitted without releasing the Proponent from the Proposal originally submitted.

3.7. 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.

3.8. 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. The Regional District may rely on such disclosure.

3.9. 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.

3.10. 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.

3.11. 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.

3.12. ACCEPTANCE OF PROPOSAL

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

3.13. PROPOSAL CONTENT

Content to be included in the Proposal:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or subcontractors(s) that will be involved in the project.
- Include a general firm profile, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and Subconsultants.
- Describe your firm's project management approach and team organization.
- Project Manager: The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with the Regional District. State his/ her

position and professional discipline. Describe the work to be performed by the project manager, his/ her qualifications and substantive experience directly related to the proposed Work. Please include detailed examples of up to three projects of similar complexity, scope and value.

- **Proposed Project Team:** The Proposal shall list key individuals including the project manager 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 education and substantive experience directly related to the proposed project.

The Proposal should include the following endorsement:

“Identified Key Project Team members shall only be replaced with written approval of the Regional District.”

- **Methodology:** The Proposal shall contain an outline of strategies and skills that will be used to manage the project’s expectations, resources, schedule, and budget and to ensure quality control.
 - Discuss how each task will be carried out and what services or interaction is required from/ with the Regional District. Suggest alternative approaches or tasks, if appropriate.
 - Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.
- **References:** The Proposal shall provide no less than three (3) 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.

3.14. SUBCONTRACTORS AND SUBCONSULTANTS

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

The subcontractors and subconsultants 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 and subconsultants prior to acceptance of the Proposal.

3.15. 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.

3.16. 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.

3.17. WORKERS COMPENSATION ACT

The Proponent, and any proposed subcontractors and subconsultants, 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. GENERAL PROPOSAL CONTENT

4.1. CONSULTANT INFORMATION

- **COMPANY INFO:** Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager who will be the single point of contact, and responsible for direct interaction with the Regional District. Describe the work to be performed by the project manager and his/ her qualifications and substantive experience directly related to the proposed Work.
- **PROPOSED PROJECT TEAM:** The Proposal shall list key individuals including the project manager and sub-consultant(s) 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 education and substantive experience directly related to the proposed Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed

The Proposal shall include the following endorsement:

"Identified Key Project Team 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 the works or services for the experience cited.
- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Consultant and project team. 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 and budget.

4.2. SUBCONTRACTORS AND SUBCONSULTANTS

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

The subcontractors and subconsultants 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 and subconsultants prior to acceptance of the Proposal.

4.3. METHODOLOGY

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. The methodology must

discuss how the Work will be completed that is listed in Scope of Work. Include other items identified and what services or interaction is required from/ with the Regional District. 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 and fixed budget.

4.4. SCHEDULING

The Proposal should contain a proposed work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings.

4.5. FEES AND DISBURSEMENTS

The Proposal shall contain a breakdown of fees by task and key individuals.

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.

4.7. SAFETY REQUIREMENTS

During completion of the work, the Consultant is required to meet or exceed at all times, any requirements as detailed at the place of Work, which includes but not limited to all OHS regulations or standards. Prior to any onsite work, the successful Consultant will provide their Health and Safety Manual to the Regional District and participate in a site orientation with the Regional District.

4.8. WORKERS COMPENSATION ACT

The Proponent, and any proposed subcontractors and subconsultants, 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.

5. PROJECT WORK

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

The updated Design, Operations and Closure Plan (DOCP) must meet all the requirements of the Ministry of Environment's Landfill Criteria for Municipal Solid Waste (2016).

The successful proponent will consider all current legislative and regulatory requirements and applicable guidelines pertaining to the operations, post operations, closure and long-term monitoring requirements of landfills within the Province of British Columbia.

The intent of the project is to develop a Master Plan for the Campbell Mountain Sanitary Landfill that will include all the components of a Design Operations and Closure Plan, plus some additional considerations for the landfill.

5.1. STATEMENT OF UNDERSTANDING

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. 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.

5.2. SCOPE OF WORK

The project will include the following, as necessary:

- Review available background information and information pertinent to site conditions that would help in developing the plan effectively;
- Perform any necessary field work and site investigations to complete the required analysis and reporting;
- Engage with the City of Penticton in seeking options for future infrastructure planning;
- Complete a Conformance Review report as required in the 2016 BC Landfill Criteria suitable for submission to the Ministry;
- Perform a site characterization including a review of geology, hydrogeology, climate and a detailed water budget analysis;
- Perform data analyses and modelling required by the Ministry of Environment and Climate Change Strategy (MOE) to meet the requirements of the Criteria, for aspects of the DOCP including but not limited to, geotechnical and seismic assessment; surface water management; leachate management; and LFG management; and final cover design;

- Consider the placement, capital and operational costs of any proposed infrastructure including coordination with composting operations;
- Develop drawings as needed for site plans, buffer areas, fill plans, at a minimum;
- Develop DRAFT and FINAL reports for the DOCP. The updated DOCP must meet or exceed the requirements set forth by the MOE and the Operational Certificate for the Landfill.

The following items must be met or included in the DOCP:

Regulatory: Meet the MOE requirements for the Landfill's Operational Certificate, the Landfill Criteria for Municipal Solid Waste Second Edition and the BC Landfill Gas Management Regulation (LFG Regulation). The Proponent shall ensure all the applicable regulatory requirements are addressed in the Plan. In the event of non-conformance, the reason and plan to address the non-conformance. The concise summary, preferably in table format, of regulatory requirements will also be included in the Executive Summary, with references to the section in the DOCP where details can be found.

Landfill Planning: Integrate closure, leachate and landfill gas construction works as well as existing and pending plans for site improvements. Minimize leachate/impacted surface water. Plan how surface water and storm drainage will be routed and managed on the landfill property to minimize contamination into the groundwater. Include roadways and other infrastructure areas necessary. The proposed landfill plans must be current with best management practices.

Operations: Operate and manage effectively in coordination with the proposed composting facility. Specific items must be included in the filling plans; such as nuisance waste, asbestos, including drywall containing asbestos, storm basin residuals and other difficult to handle wastes with regular operations. Manage the use of alternative daily cover and hoarding soils. Incorporate the latest landfilling techniques to minimize landfill airspace consumption, maximize environmental controls.

Master Plan: This will take the DOCP one step further for the more holistic approach for the landfill. Identify and provide recommendations that will help guide the future development, acquisitions, and interdependencies with other landfills, composting and recycling centers within the RDOS. Goals and outcomes may include but are not limited to:

- Coordination with 3 properties including: 1655 Reservoir road, 1313 Greyback mountain road, and 1765 Reservoir road.
- Accepted waste streams, storage and processing areas required
- Interaction with other area landfills / compost sites
- Location and size of new liners and associated filling plan, including leachate collection, treatment and discharge.
- Leachate management area
- Infrastructure, innovation, reducing GHG production
- Landfill gas management including hydrogen sulfide
- Fire preparedness from surrounding forested area
- Update projected growth rates and lifespan estimates
- Traffic areas (including drop off areas and sorting, scale / entrance and internal transfer / maintenance routes)

- Cover soil, Bio-cover stock locations
- Update the estimate of landfill gas generated
- Estimate for GHG produced by on-site equipment.
- Identify innovative options to optimize the landfill lifecycle
- Develop a financial plan to support the ongoing operations along with recommended changes such as change to operating hours or early closure.

Additional information:

- The proponent should also anticipate the Regional District will review each DOCP section before finalizing.
- The proponent will refer to the Criteria and outline key milestones for continued planning, assessment, review and design as required to update the landfill planning per the DOCP.
- The proponent is to schedule a minimum of two (2) weeks for Regional District staff review before finalization.
- Include in the proposal a schedule on when each section of the DOCP or master plan is ready for draft and final review and proposed meetings schedule.
- A draft DOCP will be submitted to the RDOS and Ministry of Environment for Review and Comment. The Proponent will work with the Regional District and Ministry of Environment to ensure all requirements have been met before finalizing the report.

Every effort shall be used to maximize the use of previous or concurrent studies and DOCPs in order to reduce costs.

5.3. SCHEDULING

Proponents will provide a proposed project schedule indicating the tasks and deliverables for completion of the Work.

The Proponents schedule should include critical dates for review and approval processes by the Regional District and other anticipated organizations during the completion of the Work.

At this time, the important milestone dates for the project include the following:

- Intended date for award of project – Friday, February 5th, 2021
- Draft Master Plan – no later than Monday, April 12th, 2021
- Final Master Plan – no later than Friday, May 14th, 2021
- Draft DOC Plan – no later than Monday, July 5th, 2021
- Final DOC Plan – no later than Friday, August 27th, 2021

At the project kick-off meeting, any deviations to the schedule will be discussed and a final schedule

will be provided by the Consultant within one week of the kick-off meeting.

It is preferable that the final design for the entrances and traffic works be completed early in the project timeline.

Schedule review and updates will be required throughout the project as part of the planned communications.

5.4. WORK PLAN

It is anticipated that the successful Proponent; along with any required sub-consultants, will provide the following general Work as a minimum:

The Work for this project will include the following tasks:

1. Kick-off meeting virtually or in-person at the Regional District office shortly after of project award. Minutes will be produced by the Consultant within one (1) week following the kick-off meeting.
2. Review all the supporting materials listed in section 1.3, site information, current operations and facilities, and other relevant documents.
3. Prepare the Site Master Plan in coordination with City of Penticton and currently contracted proponents designing: leachate, surface water, and entrance designs. Master Planning must include as a minimum:
 - Site layout including traffic flow, drop off and stock piling areas for all waste streams including but not limited to: commercial, residential, hazardous, cardboard, drywall, yard, green, bio-solids, styrofoam, metals, white goods, mattress', tires, batteries, pressure tanks, concrete,
4. Presentation to the Regional District Board on the Master Planned project.
5. Prepare the design, operations and closure plan for the CMSL that complies with at least the applicable sections of the following:
 - Ministry of Environment, Operational Certificate 15274
 - Ministry of Environment, Draft Landfill Criteria for Municipal Solid Waste,
6. Prepare an updated filling plan, complete with appropriate drawings. The updated plan must include maximizing the air space availability and filling efficiency. The updated plan must include as a minimum:
 - Planned phases with a progressive closure plan that incorporates a bio-cover mitigation surface layer
 - Phasing to include materials diversion stockpile areas (metal, wood waste, asphalt shingles, concrete, etc.)

- Controls and Infrastructure for storm water, leachate, and landfill gas
 - Vehicle access to active landfilling area and required re-alignments during planned phases
 - Assess all potential on-site Borrow reserves and calculate operational and closure Borrow balance requirements
 - Review and potentially update the buffers identified for litter, noise, pests, odour and visual impacts
 - Note: DWG files are not available
7. Review of facility operations plan
- Identifying potential changes to facilities for optimization with rough cost estimates (i.e. Infrastructure identified in the Master Plan etc.)
8. Update of Fire safety plan and Emergency Response Plan
9. Lifespan Analysis table
10. Lifecycle costing assessment
- Include calculation for the value of air space and area
 - Completed to PSAB 3280 standards.
 - Potential cost savings for air space and increased area availability if facilities were relocated.
11. Final design drawings and specifications suitable for tendering and construction for the following:
- Any new works identified in a property drainage plan
 - Installation of leachate capture system
 - Landfill bio-cover for landfill gas management
12. Prepare construction cost estimates for all designed works.
13. Preparation of a detailed list for any and all permits or additional requirements for the installation of new infrastructure for the drainage, landfill bio-cover or leachate at the site.
14. Prepare operational outlines for the drainage, leachate and landfill bio-cover designed systems to estimate the personnel and maintenance requirements.

15. All survey work as required.
16. Plan on a total of three (3) on-site or virtual meetings with Regional District staff, the Kick-off meeting and two others at critical stages in the project. Provide a cost for each additional meeting in case the Regional District requests additional virtual or in-person meetings.
17. Presentation virtually or in-person to the Regional District Board on the final project.
18. Collaboration with Regional District staff throughout the project to ensure adequate review and comments for designs and documents.

RDOS may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing a contract.

5.5. OPTION WORK ITEMS

The RDOS may incorporate the following components into the Work as outlined in the RFP. Please provide details and costing (separately) in your proposal for the following optional items:

1. Tendering services for the construction of designed works.
2. Contract administration and inspection services for construction of designed work.
3. Preparation of all record drawings following construction.
4. Coordination and Presentations, virtually or in-person, at public open houses regarding Campbell Mountain Landfill.
5. Preparation of detailed operations and maintenance manuals for newly constructed works.

5.6. DRAWINGS:

All drawings shall use SI units throughout and shall use Geodetic datum and UTM Nad 83 coordinates.

Drawings shall be drawn and saved in DWG format, and shall meet standards acceptable to the Regional District's Geographical Information Systems (GIS) department.

All final drawings shall be provided in DWG and PDF format.

All drawings shall be signed and sealed by a Professional Engineer registered in the Province of British Columbia.

One (1) full sized hard copy of the design drawings suitable for construction will be provided to the Regional District.

Two (2) full size hard copies of all the Record Drawings will be provided to the Regional District.

CMSL MASTER PLAN AND DOCP UPDATE
REQUEST FOR PROPOSALS
DECEMBER 23rd, 2020

6. COMMUNICATIONS

Written updates through email or memos to the Regional District Project Manager are required throughout the project every two weeks or as mutually agreed upon during the Work.

Deviations from the proposed schedule must be explained to the Project Manager in these updates along with a plan for schedule changes.

Describe a communications plan with Regional District staff for the Work.

A. Documentation

At the completion of the project a final DOC plan report shall be supplied to the Regional District. This report will include at a minimum all the specified Work in this RFP.

Draft documents may be reviewed electronically for providing comments.

For the final documentation, submit two (2) hard copies and one (1) electronic copy of all reports, spreadsheets and documents to the Regional District. Electronic copies shall be provided in PDF format and/or MS Word and Excel.

B. Safety Procedures

Prior to the start of the project, the successful Proponent is required to supply the Regional District with their safety procedure manual. At this time the Proponent will also be informed of the Regional District's safety requirements. During the progress meetings, safety issues must be discussed and addressed.

C. Environmental Report

The Consultant is required to track all fossil fuel consumption throughout the entire project for all equipment used, including subconsultants and subcontractors.

The Proposal shall describe how the Consultant will track and report to the Regional District the fossil fuel consumption during the entire project. The specific requirements at a minimum include the company name, vehicle type, type of fuel, quantity used and kilometers driven.

7. FEES AND DISBURSEMENTS

The Proposal shall specify a maximum or upset fee up to and including the completion of the DOC plan and all the components specified. The Proposal shall include a breakdown of costs by task.

Any costs incurred by the Consultant above the submitted maximum cost will be the sole responsibility of the Consultant unless pre-approved by the Regional District.

The Proponent should provide pricing in a similar format to the diagram below.

| Pricing Submission Table | RFP - Project Title | | | | | | | | |
|--------------------------|---------------------|--------------------|--------------------|-----------------------------|------------------|----------------|----------------|---------------|------------|
| | Team Member Role 1 | Team Member Role 2 | Team Member Role 3 | Consultant Hours Task Total | Sub consultant 1 | Sub consultant | Sub consultant | Disbursements | TASK TOTAL |
| Hourly Fee | | | | | | | | | |
| Project Phase 1 | | | | | | | | | |
| Task 1A | (hrs) | (hrs) | (hrs) | (hrs) | (\$) | (\$) | (\$) | (\$) | (\$) |
| Project Phase 2 | | | | | | | | | |
| Task 2A | | | | | | | | | |
| Subtotal Hours | | | | | | | | | |
| Subtotal Fees | | | | | | | | | |
| Total Work (no GST) | | | | | | | | | |
| GST @ 5% | | | | | | | | | |
| Total Fees | | | | | | | | | |

As optional work that may be included after the DOC plan is completed, please provide the following cost estimate:

Tendering and construction services estimated for the installation of the required infrastructure as determined during the Master and DOC plan completion. Provide the estimates in a cost per week basis that would include all appropriate staff, equipment and disbursements.

An estimate of the required number of weeks for the construction services is not required at this time as the designs will be completed during the DOC plan project when a more accurate estimate can be provided.

An estimate for the record drawing and operations and maintenance manual completion can be provided on a cost per hour basis which includes all appropriate staff, equipment and disbursements.

Prior to commencement of optional items, the proposed costs will be reviewed and agreed upon by both parties.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for all phases of the project shall be included in the Proposal. The rates provided in the Proposal shall remain

at these set rates through the entire project. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes, but show taxes as separate items. All prices are to be quoted in Canadian dollars.

The Proponent will include details in their Proposal on what services the Regional District will need to carry out over the course of the Work.

APPENDIX “A”

REQUEST FOR PROPOSALS EVALUATION FORM

| | | | |
|---------------------------------------|--|-----------------|--------|
| Proponent's Name: _____ | | | |
| Project Title: CMSL Master & DOC Plan | | | |
| Evaluation Date: _____ | | | |
| Evaluator: _____ | | | |
| Step 1: | | YES | NO |
| Mandatories | Proposal received prior to closing | | |
| | Subconsultant list submitted | | |
| | Project Manager identified | | |
| | Proposed schedule included | | |
| | Reference List | | |
| | Hourly rates provided | | |
| | Maximum or upset fee included | | |
| | Complete proposal as requested | | |
| Signed Proposal | | | |
| Step 2: | | Assigned Points | Points |
| Proponent (30 points) | Qualifications of firm and project team members | 5 | |
| | Experience of firm and project team members | 10 | |
| | Past Performance / References | 10 | |
| | Resources | 5 | |
| Proposal (50 points) | Scope | 5 | |
| | Methodology | 15 | |
| | Environmental Performance | 5 | |
| | Scheduling | 10 | |
| | Project Team - Level of Effort | 5 | |
| | Clarity of Proposal | 10 | |
| Price (20 points) | Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight) | 20 | |
| 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**
Does the Consultant have sound environmental policies looking for opportunities to reduce environmental impacts? Have any potential opportunities been discussed in Proposal regarding the Work or methods to complete the Work?
- (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”

SAMPLE CONSULTING SERVICES AGREEMENT TERMS

SECTION 1. INTERPRETATION

1.1 For purposes of this Agreement, except as otherwise expressly provided:

- (a) Section—all references in this Agreement to a designated “section” or other subdivision or to a Schedule is to the designated section or other subdivision of, or Schedule to, this Agreement;
- (b) Whole Agreement—the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision or Schedule;
- (c) Headings—any headings have been inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (d) Non-limiting—the singular of any term includes the plural, and vice versa; the use of any term referable to a particular gender is equally applicable to any gender and, where applicable, a body corporate; the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language, such as “without limitation” or “but not limited to” or words of similar import is used with reference thereto).

SECTION 2 CONSULTANT’S DUTIES

- 2.1 The Consultant shall provide, and has agreed to provide to the Regional District all Services set out in the Request for Proposal (attached hereto as Schedule “A”) and the Consultant’s Proposal (attached hereto as Schedule “B”), both of which form part of this agreement (hereinafter collectively called the “Services”). The Services shall be provided within the times specified in Schedules A and B.
- 2.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 2.3 It is agreed that in awarding the professional Services encompassed within this agreement to the Consultant, the Regional District has relied upon the Consultant’s representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the Services under this agreement, the Consultant shall designate those key staff and subconsultants specified in Schedule “B” to carry out and provide the Services to be provided by the Consultant as referred to herein
- 2.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the Services. The Regional District is only obligated to provide to the Consultant information and data that is pertinent to the terms

of reference and work program set out in Schedules “A” and “B”. The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.

- 2.5 To ensure that the Project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 2.6 Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.
- Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 2.7 The Consultant shall submit to the Regional District regular progress reports, as requested from time to time, and such additional reports as may be reasonably required.

SECTION 3 FEES AND DISBURSEMENTS

- 3.1 The Consultant shall receive from the Regional District for the performance of the Services the compensation referred to in _____
- 3.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 3.3 The Consultant shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 3.4 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Consultant from the Regional District or the Consultant shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 3.5 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

SECTION 4 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

4.1 The Consultant acknowledges that in the performance of the Consultant's responsibilities hereunder, the Consultant may have access to confidential information, records and customer lists of the Regional District (the "Confidential Information"). During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose such Confidential Information to any person or use any such Confidential Information, except:

- (a) as required in the course of performing such Services and then only to staff of the Regional District on a need-to-know basis; or
- (b) with the prior written consent of the Regional District;

and all Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remain the Regional District's sole property and shall not be removed from the Regional District's premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.

4.2 The Consultant agrees that all base materials, research results, computer programs, computer files, drawings, documents and notes and materials of any type whatsoever developed or prepared by the Consultant (hereinafter called the "Documents") in the performance of the Services shall vest and become the absolute property of the Regional District, including copyright of such Documents and upon completion of the Services or termination of this Agreement, all copies of Documents shall be delivered by the Consultant to the Regional District. The Consultant may retain one copy of it's materials for record purposes.

4.3 The Consultant agrees that all restrictions in this Section 4 are reasonable, fair and valid in all the circumstances and, to the fullest extent permitted by law, hereby waives all defences to the strict enforcement thereof by the Regional District.

4.4 The Regional District acknowledges and agrees that the Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

SECTION 5 SPECIAL TOOLS AND EQUIPMENT

5.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.

5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.

5.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items

shall become the property of the Regional District. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.

SECTION 6 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 6.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.
- 6.2 The sub-Consultants and sub-contractors shall agree in writing prior to their participation in the Project to be bound by duties and obligations arising out of this Agreement between the Consultant and the Regional District.
- 6.3 The Consultant shall be responsible to the Regional District for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Consultant.
- 6.4 The Consultant shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Consultant.

SECTION 7 TERMINATION AND SUSPENSION

By the Regional District :

- 7.1 If the Consultant is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Consultant, require such default to be remedied. If, within seven (7) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the Services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.
- 7.2 The Regional District may terminate this Agreement upon seven (7) days' prior written notice in the event the Consultant:
 - (a) fails to complete the Services or any portion thereon within the time specified by this Agreement;
 - (b) becomes insolvent;
 - (c) commits an act of bankruptcy;
 - (d) assigns this Agreement without the required written consent of the Regional District;
 - (e) fails to adhere to or perform any of the provisions of this Agreement;
 - (f) has any conflict of interest which may, in the opinion of the Regional District, adversely affect any project for which the Services are being provided; or
 - (g) there is a change in the personnel referred to in Schedule "B" herein without the prior written approval of the Regional District.

- 7.3 Notwithstanding anything herein to the contrary, the Regional District may, for whatever reason, terminate this Agreement on One (1) months' prior written notice to the Consultant, in which case the term of this Agreement shall expire upon the effective date set out in the aforesaid notice, and the Regional District shall have no further obligation to the Consultant for the balance of the term of this Agreement save and except as may exist on the termination date.

Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the project.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination. On said payment the Regional District shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this agreement.

- 7.4 The Consultant shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Consultant or prepared by the Consultant in regards to the Services.
- 7.5 The Consultant agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Consultant from any obligation under this agreement or imposed upon the Consultant by law in respect of the Services or any portion of the Services that the Consultant has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.

By the Consultant :

- 7.6 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Consultant may, by written notice to the Regional District, require such default to be corrected.

If, within seven (7) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant shall be paid by the Regional District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 7.7 If the Consultant's Services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

SECTION 8 INSURANCE AND INDEMNITY

- 8.1 The Consultant shall maintain in full force and effect with insurers licensed in the Province of

British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Consultant’s Certificate Form** as provided by the Regional District. This form must be completed by the Consultant’s insurance broker and returned to the Regional District.:

- 8.2 The Consultant shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Consultant based on the following:
1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
 2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
 3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
 4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$2,000,000 per claim.
- 8.3 The Consultant’s Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of Services (i.e., submission of Final Report, as approved in writing by the Regional District).
- The Consultant will provide 30 days written notice in advance of cancelation of any policies.
- 8.4 General liability insurance must be obtained on an occurrence basis for the Consultant with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided Standard Contractor’s Certificate Form.
- 8.5 The Consultant shall at all times indemnify, defend, release, hold harmless and forever discharge the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Consultant or its employee.

SECTION 9 ARBITRATION

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the *Arbitration Act* shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Consultant.

SECTION 10 INDEPENDENT CONTRACTOR

- 10.1 Nothing in this agreement or the Consultant's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

SECTION 11 WAIVER

- 11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

SECTION 12 RECORDS AND AUDIT

- 12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

SECTION 13 SUCCESSORS AND ASSIGNS

- 13.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns, as the case may be.
- 13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

SECTION 14 COMPLIANCE WITH LAWS

- 14.1 The Consultant shall comply 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. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.
- 14.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

SECTION 15 TERM

- 15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be from ____ to ____.

SECTION 16 ENTIRE AGREEMENT

- 16.1 This agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Consultant by the Regional District.

SECTION 17 NOTICE

17.1 Except in the case of emergency, when notice may be given by telephone with later confirmation in writing, any notice, request, approval, demand or other communication which may be or is hereby required or permitted to be given under this agreement shall be in writing and either delivered by hand or sent by facsimile transmission addressed as follows:

- (a) if to the Regional District:
101 Martin Street, Penticton, BC, V2A 5J9
Fax No. 250-492-0063; and
- (b) if to the Consultant:
(TO BE COMPLETED);

or at such other address or facsimile number, which notice has been given as provided in this section. Any notice which is delivered by hand will be deemed to have been given on the first day on which it is delivered. Any notice which is sent by facsimile transmission will be deemed to have been given on the first day after it is transmitted, provided that the sender obtains written confirmation of successful transmission. If a party will promptly give notice of its new address or facsimile number, or both, to such other parties provided in this section, whereupon such notice to such party will thereafter be sent to such new address or facsimile number.

SECTION 18 TIME OF THE ESSENCE

18.1 Time shall remain of the essence with respect to this Agreement.

SECTION 19 EXECUTION

19.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and the counterparts together from a valid and binding agreement which may be sufficient evidence by any one such original counterpart.

19.2 In the event this agreement is executed by two or more persons, the covenants and agreements herein shall be deemed to be joint and several covenants.

SECTION 20 ELECTRONIC MAIL

20.1 This agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this agreement.