

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

**REQUEST FOR PROPOSALS**

**KENYON PARK SPIT PROTECTION**

**Issued: June 1, 2023**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**WHARF PARK EXPANSION – 1<sup>ST</sup> STREET DEMOLITION AND REMOVAL / 3<sup>RD</sup>**  
**STREET DEMOLITION AND REALIGNMENT**

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**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**KENYON PARK SPIT PROTECTION**

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**1. INTRODUCTION**

**1.1. PURPOSE**

The Regional District of Okanagan-Similkameen (RDOS) is requesting submission of quotations and timelines for supply and installation of rip-rap, an asphalt pathway and landscaping services for the protection and restoration of Kenyon Park Spit located at the corner of Cedar St. & Seventh Ave in Okanagan Falls B.C.

Selection will be based on the submitted proposal, which will be evaluated based on the timelines, demonstrated experience and previous quality performance for the work.

**1.1. BACKGROUND**

The Kenyon Park Spit was once the docking area for the Canadian Pacific Railroad (CPR). Erosion has occurred on all sides of the Spit due to poor rip-rap protection and extreme weather events. The RDOS has Section 11 permitting, an environmental management plan, and civil design work completed.

**2. INSTRUCTIONS TO PROPONENTS**

**2.1. SUPPORTING DOCUMENTATION**

- Proposal Evaluation Criteria (Appendix A)
- Schedule of Quantities (Appendix B)
- Civil Design (Appendix C)
- Environmental Management Plan (Appendix D)
- Section 11 Permitting (Appendix E)
- Sample Prime Contractor Letter Designation Letter of Understanding (Appendix F)
- Sample Contract (Appendix G)

The RDOS is requesting proponents fill out the Schedule of Quantities attached as Appendix B.

## **2.2. SUBMISSION OF PROPOSALS**

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

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

**Kyle Gabelhei, Projects Coordinator  
Community Services  
Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C. V2A 5J9**

**AND/OR**

**Kyle Gabelhei at [kgabelhei@rdos.bc.ca](mailto:kgabelhei@rdos.bc.ca)**

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

**TIME: 10:00 AM local time**

**DATE: Thursday, June 29, 2023**

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

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

It is also the Proponent's sole responsibility to ensure their revisions are received, at the e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

## **2.3. INQUIRIES**

All inquiries related to this RFP are to be directed, in writing, to the Project Coordinator listed above. 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.

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

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

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

#### **2.4. PRE-PROPOSAL MEETING (MANDATORY)**

A Pre-bid Meeting will be held onsite at the corner of Cedar St. & Seventh Ave in Okanagan Falls B.C. Quote submittals from those that did not attend said meeting will not be considered.

The Pre-Proposal meeting will be held Thursday, **June 15, 2023 at 10:00 AM** (Local Time).

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

#### **3.1. DEFINITIONS**

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

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

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

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

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

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

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

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;

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

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

**“Work”** means and includes anything and everything required to accomplish 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 must 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 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,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

### **3.5. 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.

### **3.6. NO OBLIGATION TO PROCEED**

The Regional District fully intends at this time to proceed with the proposed project, however the Regional District is under no obligation to proceed to award of the Contract. The receipt by the Regional District of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Regional District.

There is no guarantee by the Regional District that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the Regional District for the purchase of the equipment, service, or project.

### **3.7. NEGOTIATION WITH PREFERRED PROPONENT**

The Proponent that submits the most advantageous Proposal may be awarded the Contract. The Regional District reserves the right to accept or reject all or parts of the Proposal, however, the Regional District is not precluded from negotiating with the preferred Proponent to modify its Proposal to best suit the needs of the Regional District.

The Regional District will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Regional District considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the Regional District is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

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

Following acceptance of the Proposal, the agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those provided in Appendix F and Appendix G.

The expected attachments to the agreement will include the, the Request for Proposal, the



Proponent's Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

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

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work

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

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

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

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

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

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

### **3.12. NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the

Proposal.

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

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

### **3.14. LITIGATION**

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

## **4. GENERAL PROPOSAL CONTENT**

### **4.1. CONTRACTOR 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 or affiliate 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.
- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Contractor 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 sub consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

### **4.3. SCHEDULING**

For scheduling purposes, the intent of the RDOS is issue notice of award by early July. The RDOS will

require a construction start no earlier than **September 5, 2023** and a completion date no later than **October 31, 2023**. The Proponent must demonstrate they will begin and complete the work within this timeframe. Preference will be given to Proponents who propose a schedule close to September 5 and/or shorter construction timelines.

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

The Proposal shall specify a maximum or not-to-exceed dollar amount up to and including the completion of all construction through to issuance of any applicable as-built plans. The maximum costs or not-to-exceed amount will include all taxes, labour, equipment, sub-consultant expenses, permits, approvals and disbursement costs. The maximum/not-to-exceed amount shall be provided in a detailed breakdown of costs in the form of a Schedule of Materials, Equipment and Labour for the entire construction project.

A complete rate schedule for staff and equipment shall be provided to be used in the event that time and material work is necessary.

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

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

The successful Proponent shall prepare and submit invoices based on the requirements defined within the contract (sample contract within) and will reflect the final cost breakdown (Schedule of Materials, Equipment and Labour) provided to the RDOS.

Any extra/time and material/force account work will only be performed by the Proponent if approved by the RDOS project manager prior to said work. Approval will be in the form of a signed Change Order prepared by the Proponent and submitted to the RDOS project manager.

The obligations of the Regional District to the Builder's Lien Act of British Columbia will be applied to the payment for the Work as required.

#### **4.5. 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.

#### **4.6. WORKERS COMPENSATION ACT**

The Proponent, and any proposed subcontractors and sub consultants, must 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 selected Contractor will meet with the Regional District to determine a finalized work plan and discuss any proposed optional items. This will include a review of responsibilities, expectations, and the establishing of timelines for the various stages of the project. The intent of this contract is for a Contractor to complete the following work as outlined in 5.1 and supported by the documentation outlined in 2.1.

### **5.1. SCOPE OF PROJECT WORK**

The Contractor will be responsible for working with the RDOS and their supporting engineer to supply and install certified non-acid producing rip-rap, an asphalt pathway and provide landscape services and general restoration services.

The work can be briefly summarized as follows:

#### **General**

- Traffic control
- Supply & install of silt curtain

#### **Earthwork**

- Clearing & Grubbing
- Supply & install of non-acid producing rip-rap
  - Certification of said rip-rap must be provided prior to installation
- Supply & install of:
  - Class 100kg angular (253M3)
  - Class 250kg angular (136.5M3)
  - Clean 25mm to 150mm Minus fill

#### **Roads & Site Improvements**

- Removal, disposal of existing asphalt pathway (3.85M3)
- Removal of existing granular base
- Supply & install of new granular base
- Supply & install of new asphalt pathway (113.4 M2)

#### **Landscaping services**

- Stump removal (10 stumps)
- Supply & install of Coconut matting
- Site restoration (contractor will restore affected/damaged turf areas from construction)

Electrical

- Electrical conduit replacement (60LM)

**5.1. WORK BY OTHERS**

The Regional District will retain independent contractor(s) to verify standards and design criteria are being met. This does not relieve the contractor from completing their own testing.

**5.2. CONSTRUCTION PHASE**

All Work will be performed in accordance with this Request for Proposals and the individual sections within. Project Work will comply with all applicable construction, environmental and safety standards and requirements.

Note:

- Removal and disposal of all waste materials will be the responsibility of the Contractor as part of the Work.
- Any/all construction survey layout will be the responsibility of the Contractor.

**5.3. POST-CONSTRUCTION / CLOSEOUT PHASE**

The Contractor will schedule and conduct a final walk through of the site to review all project Work upon completion. The purpose will be to confirm Work is complete and in substantial conformance with the design and project requirements, or to identify deficiencies. Any/all deficiencies will be addressed and corrected before the Regional District considers the Work complete.

**5.4. COMMUNICATIONS**

Project communications will be a key component in the success of the project and will carry through all project phases. At minimum, the Regional District expects the following:

- Meet with the Regional District project manager, engineer(s) of record and the environmental biologist to initiate the project and confirm scope, key dates and requirements as well as to review/identify milestone accomplishments and resolve any challenges.
- Written status updates to the Regional District project manager will be required weekly throughout the entire project via email or memo.

**5.5. SAFETY PROCEDURES**

Prior to the start of the project, the successful Proponent is required to supply the Regional District with their written safety protocols. The Proponent will also be informed of the Regional District's safety requirements at that time.

While undertaking the Work, the Proponent is required to meet or exceed (at all times) any/all requirements as detailed at the place of Work, which includes but is not limited to all OHS regulations and standards.

## APPENDIX “A”

### REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title:      Kenyon Park Spit Protection			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-contractor list submitted		
	Project Manager identified		
	Proposed schedule included		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (35 points)	Experience	20	
	Recent Projects	15	
Proposal (15 points)	Scheduling	15	
Price (50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	50	
Total Score	Proponent + Proposal + Price Scores	100	

APPENDIX B

01 General Requirements				Sub Total		\$ -
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
01 11 00	Mob/Demob					
	01 11 00.01	Mob/Demob	Lump Sum	1		\$ -
01 11 00	Bonding & Insurance					
	1.2.2	Bonding & Insurance	Lump Sum	1		\$ -
01 33 01	Project Record Documents					
	01 33 01.01	Project Record Documents	Lump Sum	1		\$ -
01 45 00	Quality Control					
	01 45 00.01	Quality Control	Lump Sum	1		\$ -
	01 45 00.01	Materials Testing	Lump Sum	1		\$ -
01 52 01	Temporary Structures					
	01 52 01.01	Construction Fencing	Lump Sum	1		\$ -
	01 52 01.02	Floating Silt/Turbidity Curtain	Lump Sum	1		\$ -
01 55 00	Traffic Control, Vehicle Access and Parking					
	01 55 00.01	Traffic Control, Vehicle Access and Parking	Lump Sum	1		\$ -
01 58 01	Project Identification					
	01 58 01.01	Project Identification	Lump Sum	1		\$ -
31 Earthwork				Sub Total		\$ -
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
31 11 01	Clearing and Grubbing					
	1.4.1, 1.4.2	Clearing and Grubbing Including removal of 10 tree stumps	Lump Sum	1		\$ -
31 22 01	Site Grading : Landscaping					
	33 22 01.03	Coconut mat installation, including supply and placement	Square Metre	262		\$ -
31 37 10	Site Grading : Slope Protection					
	31 37 10.2	Class 100kg angular riprap supply and place	Cubic Metre	253		\$ -
	31 37 10.2	Class 250kg angular riprap supply and place	Cubic Metre	136.5		\$ -
	31 37 10.3	750-1500mm Rock Lunker Assembly, c/w 200m thick base, including site preparation, supply and placement, see details on sheet 201	Ea.	6		\$ -
	31 37 10.6	Clean 25mm to 150mm Minus fill and choking martial	Cubic Metre	149.3		\$ -
32 Roads and Site Improvements				Sub Total		\$ -
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
32 11 16.1	Granular Sub-Base					
	1.4.3	75mm Granular Sub-Base 150mm Thickness - Haul, Place & Compact to 95% SPD	Square Metres	113.4		\$ -
32 11 23	Granular Base					
	1.4.2	25mm Granular Base 75mm Thickness- Haul, Place & Compact	Square Metres	89.3		\$ -
	1.4.3	Remove existing granular base 225mm Thickness- Remove off-site	Cubic Metre	24		\$ -
32 12 16	Hot-Mix Asphalt Concrete Paving					
	32 12 16.01	Hot-Mix Asphalt 50mm Thickness - Supply, place and compact	Square Metres	77		\$ -
	32 15 16.02	Remove existing Hot-Mix Asphalt 50mm Thickness - Remove off-site	Cubic Metre	3.85		\$ -
32 91 21	Topsoil and Finished Grading					
	32 91 21.01	Fill Material Topsoil supply and placement- 200mm thickness	Square Metre	29.2		\$ -
32 93 01	Planting of Trees, Shrubs and Ground Covers					
	32 93 01.01	Site staging area and access restoration	L.S	1		\$ -
26 Electrical				Sub Total		\$ -
Section	Para	Specification Title	Unit	Quantity	Unit Price	Amount
26 56 01	Roadway Lighting					
	26 56 01.01	75mm Electrical Conduit Replacement, including all couplers, connections, fittings, excavation, and backfill	L.M.	60		\$ -
TOTAL CONSTRUCTION COSTS						\$ -

## **APPENDIX “C” – CIVIL DESIGN**

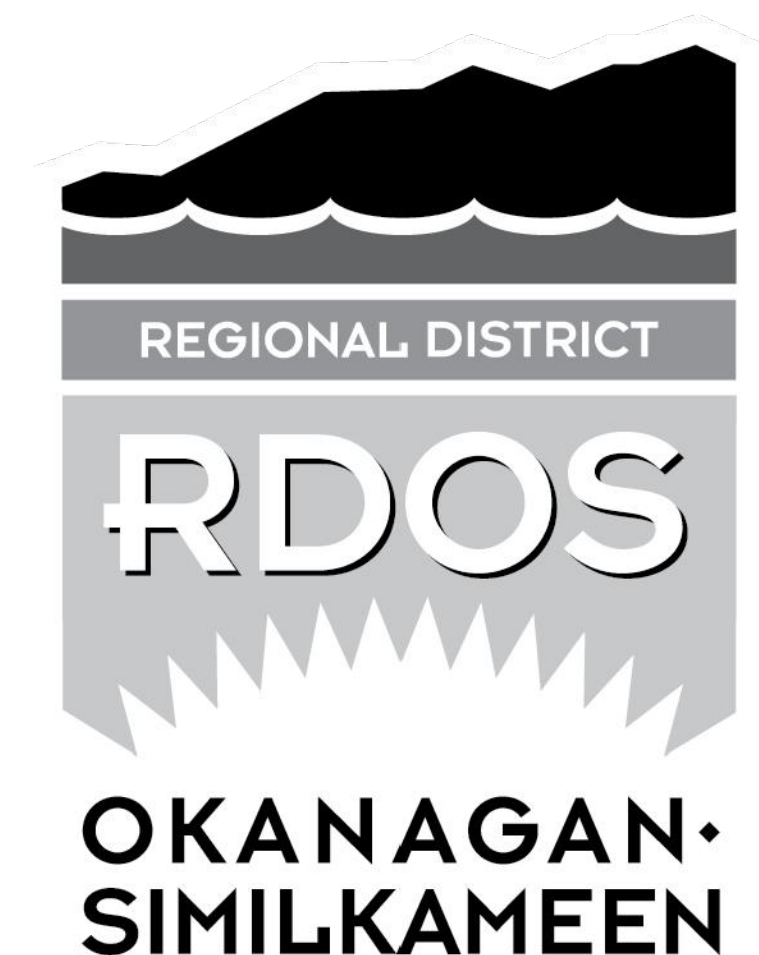
Attached as Next Page

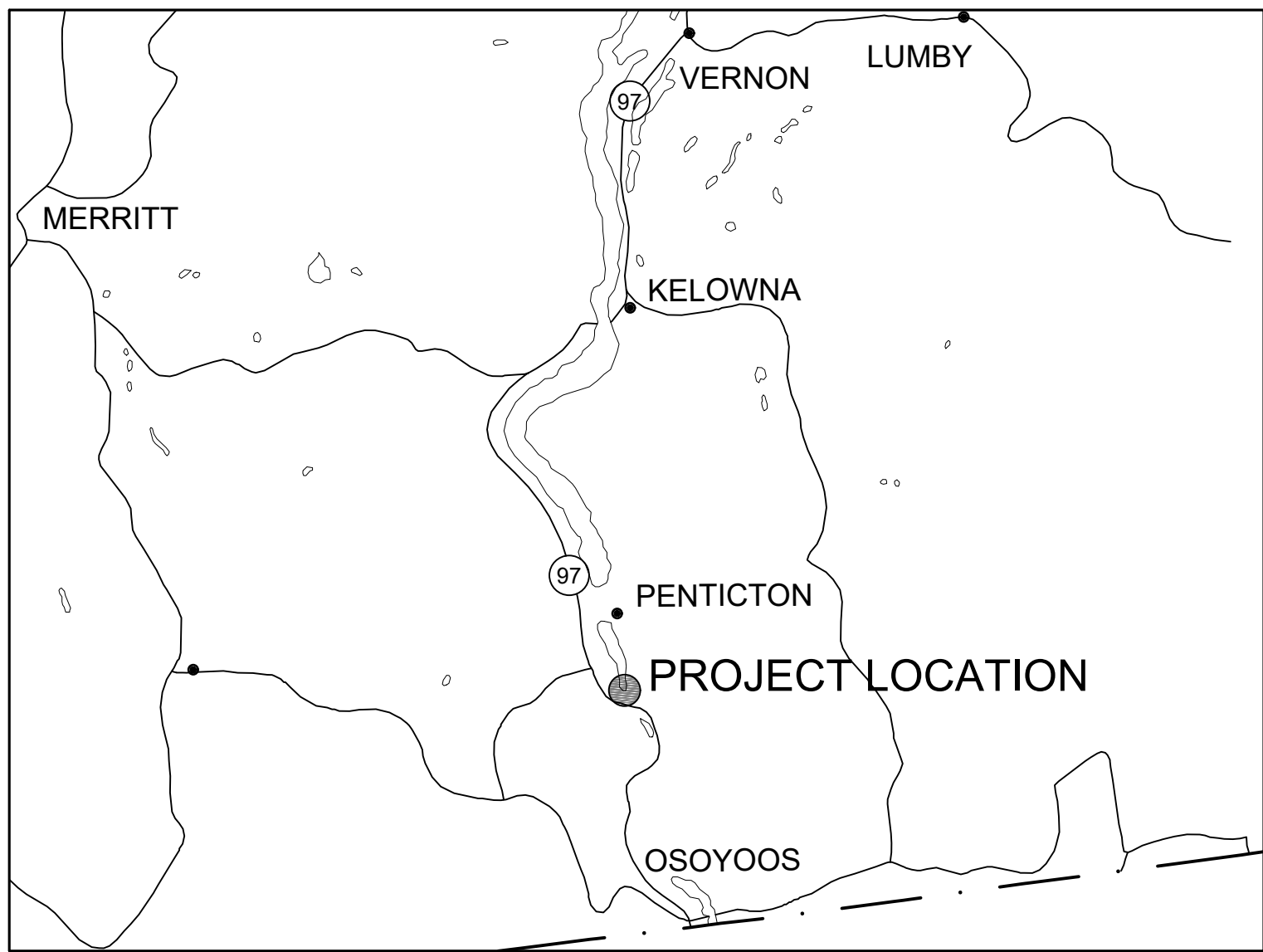


# KENYON PARK SHORELINE RESTORATION

"ISSUED FOR TENDERING"

*DISTRICT LOT 4087S  
SIMILKAMEEN DIVISION YALE DISTRICT  
PLAN 13TU744*



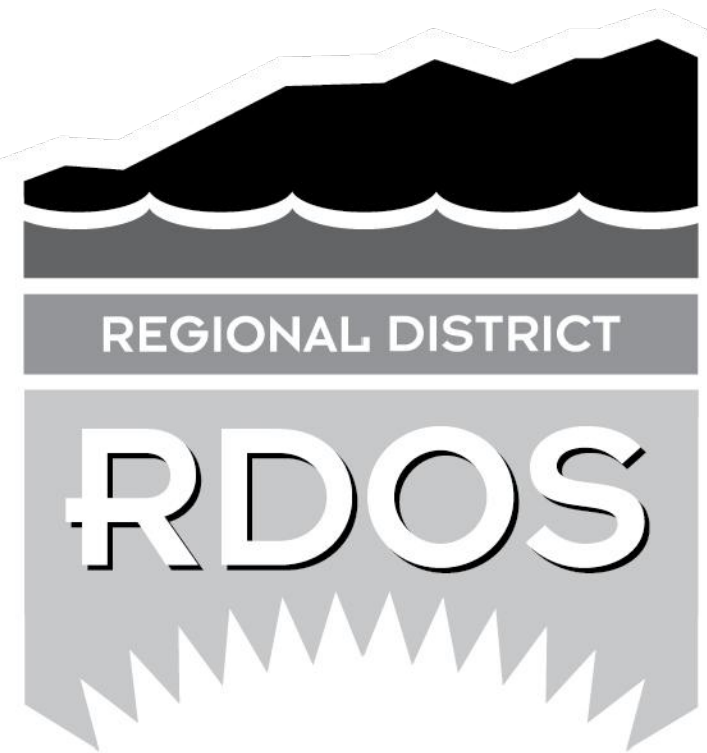


LOCATION MAP  
N.T.S.

# KENYON PARK SHORELINE RESTORATION

"ISSUED FOR TENDERING"

## DISTRICT LOT 4087S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 13TU744



OKANAGAN·  
SIMILKAMEEN

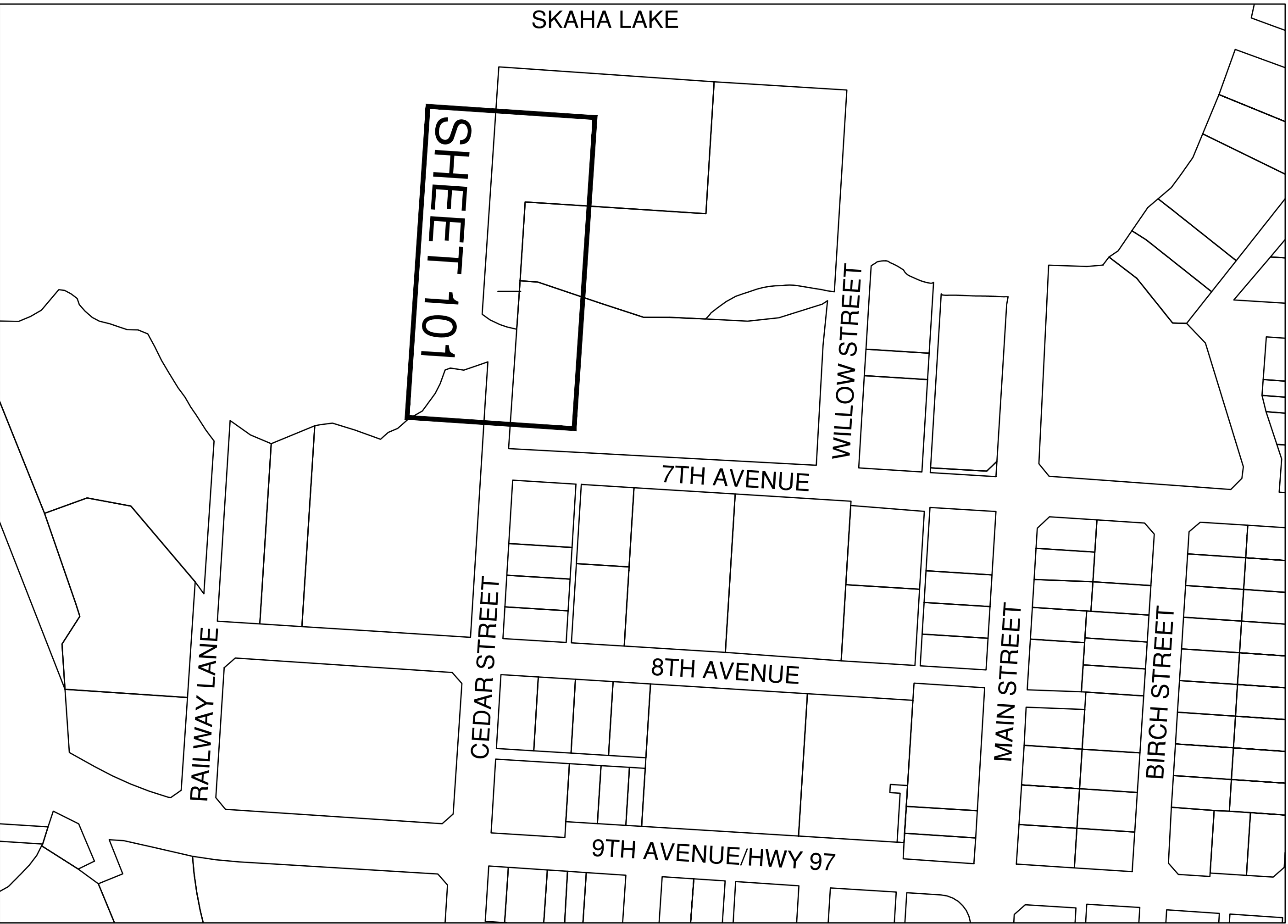
### DATUM-GEODITIC

DATUM:  
UTM-CVGD: 2013  
UTM ZONE 11 NAD83 CSRS

### DRAWING INDEX

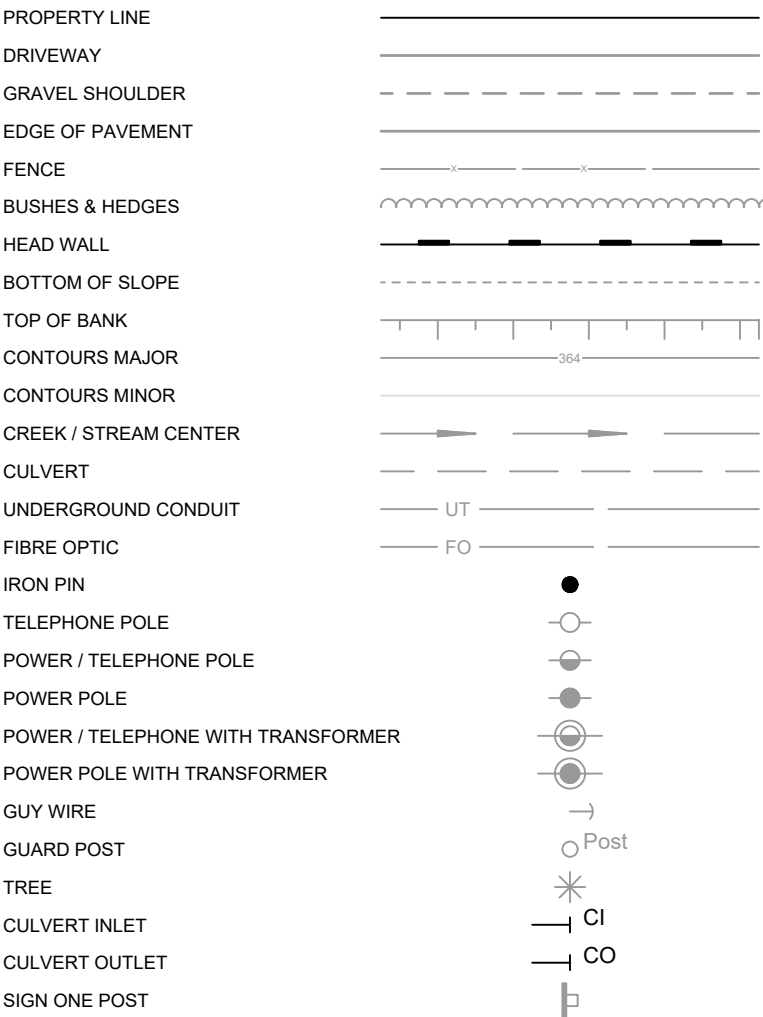
SHEET - 000	COVER
SHEET - 001	KEY PLAN & LEGEND
SHEET - 101	SHORELINE RESTORATION
SHEET - 201	SECTIONS & DETAILS

### LEGEND

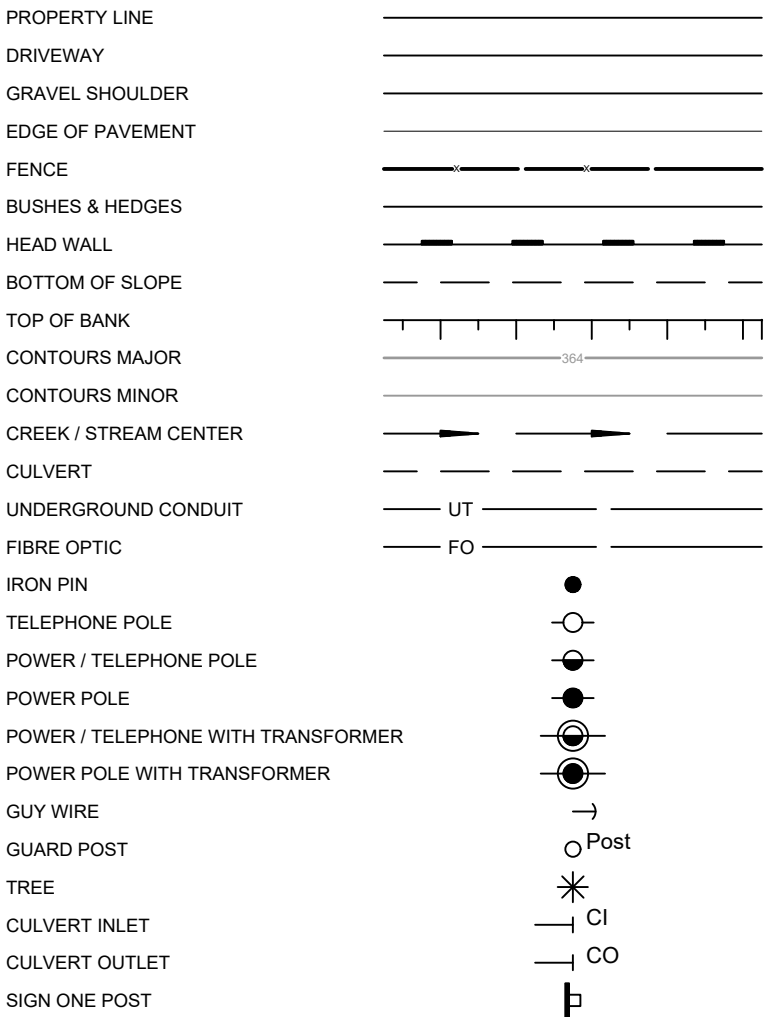


KEY PLAN  
0 20 1:2000 100m

#### EXISTING

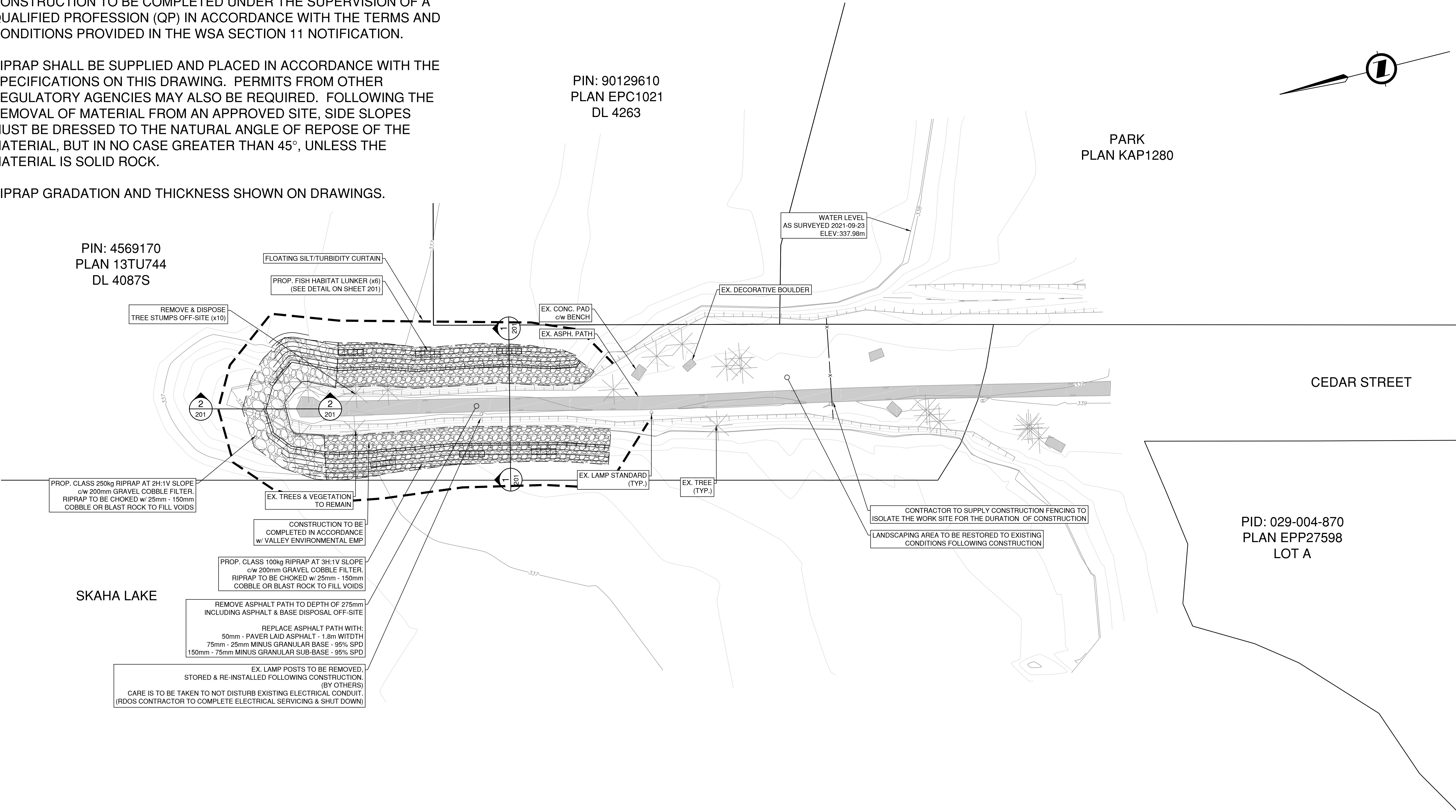


#### PROPOSED



NOTES:

- CONSTRUCTION TO BE COMPLETED UNDER THE SUPERVISION OF A QUALIFIED PROFESSION (QP) IN ACCORDANCE WITH THE TERMS AND CONDITIONS PROVIDED IN THE WSA SECTION 11 NOTIFICATION.
- RIPRAP SHALL BE SUPPLIED AND PLACED IN ACCORDANCE WITH THE SPECIFICATIONS ON THIS DRAWING. PERMITS FROM OTHER REGULATORY AGENCIES MAY ALSO BE REQUIRED. FOLLOWING THE REMOVAL OF MATERIAL FROM AN APPROVED SITE, SIDE SLOPES MUST BE DRESSED TO THE NATURAL ANGLE OF REPOSE OF THE MATERIAL, BUT IN NO CASE GREATER THAN 45°, UNLESS THE MATERIAL IS SOLID ROCK.
- RIPRAP GRADATION AND THICKNESS SHOWN ON DRAWINGS.



CONSULTANT SEAL

SCALE

02125012m

CAD FILENAME

2021.022

PLOT DATE

2023-05-10

REV	DATE	REVISIONS	NAME
0	2022-09-29	ISSUED FOR PERMITTING	CP
1	2023-05-10	ISSUED FOR TENDERING	CP

DESIGNED

CP

DATE

2023-05-10

QUALITY CONTROL

CP

DATE

2023-05-10

QUALITY ASSURANCE

DD

DATE

2023-05-10

DRAWN

DD

DATE

2023-05-10

SHORELINE RESTORATION

KENYON PARK

SITE PLAN

FILE NUMBER

2021.022

DRAWING NUMBER

101

SHEET

01 of 02

REV

1



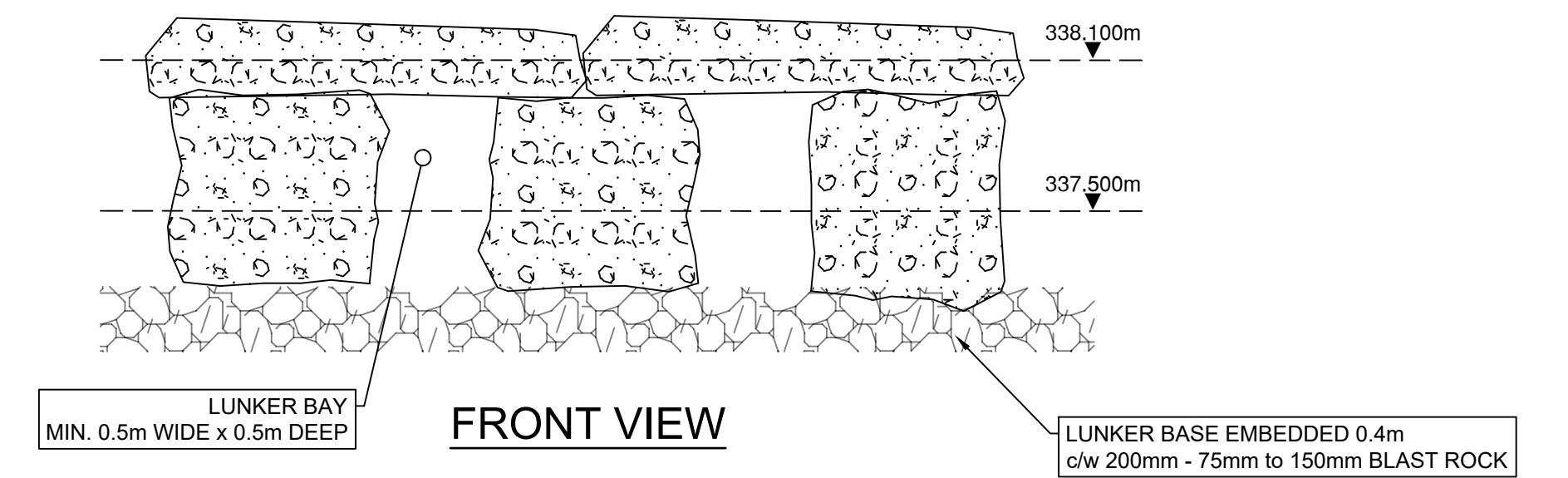
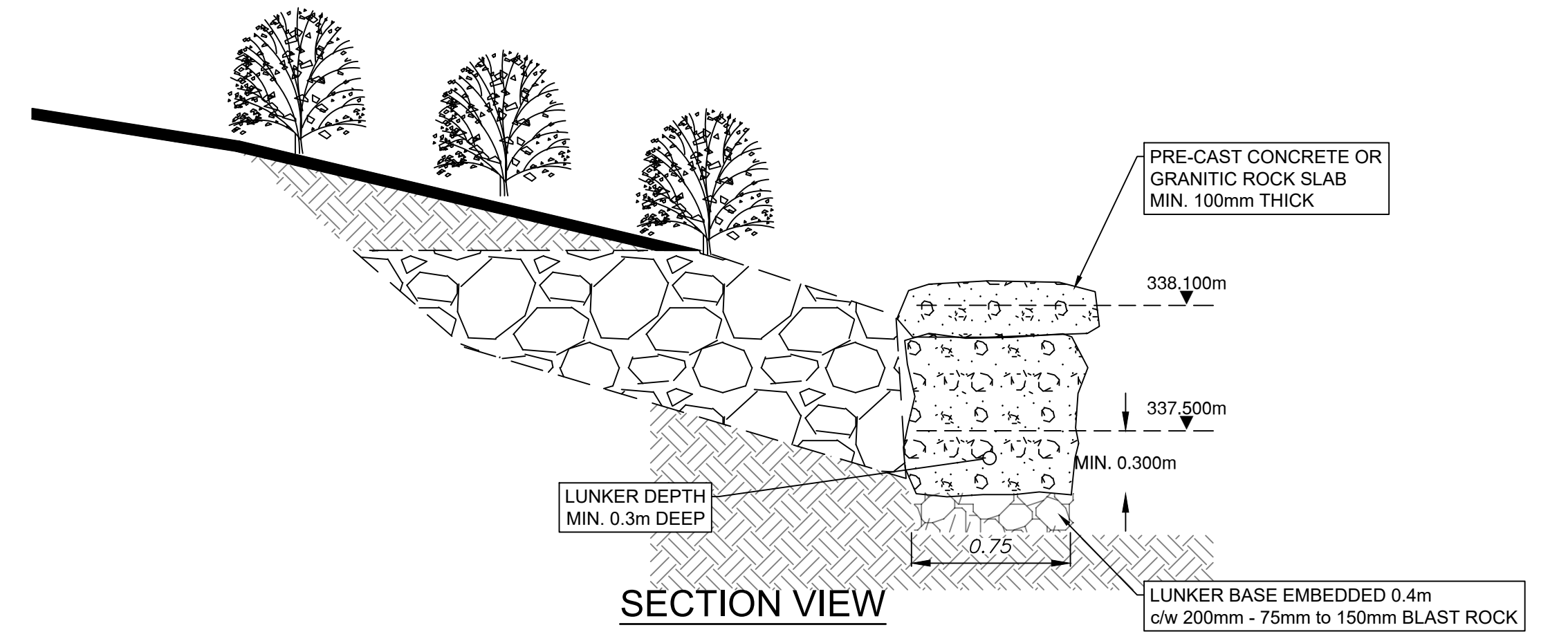
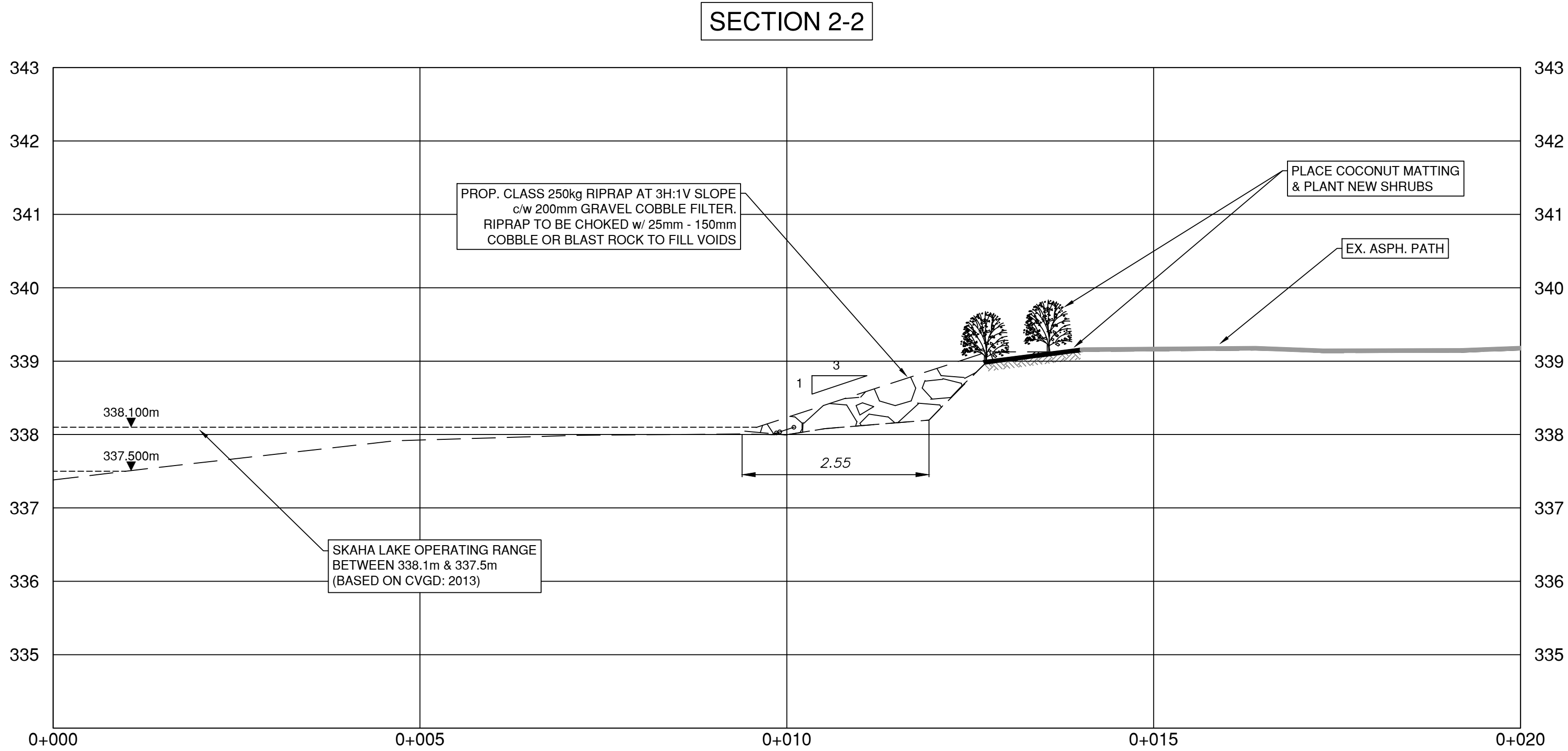
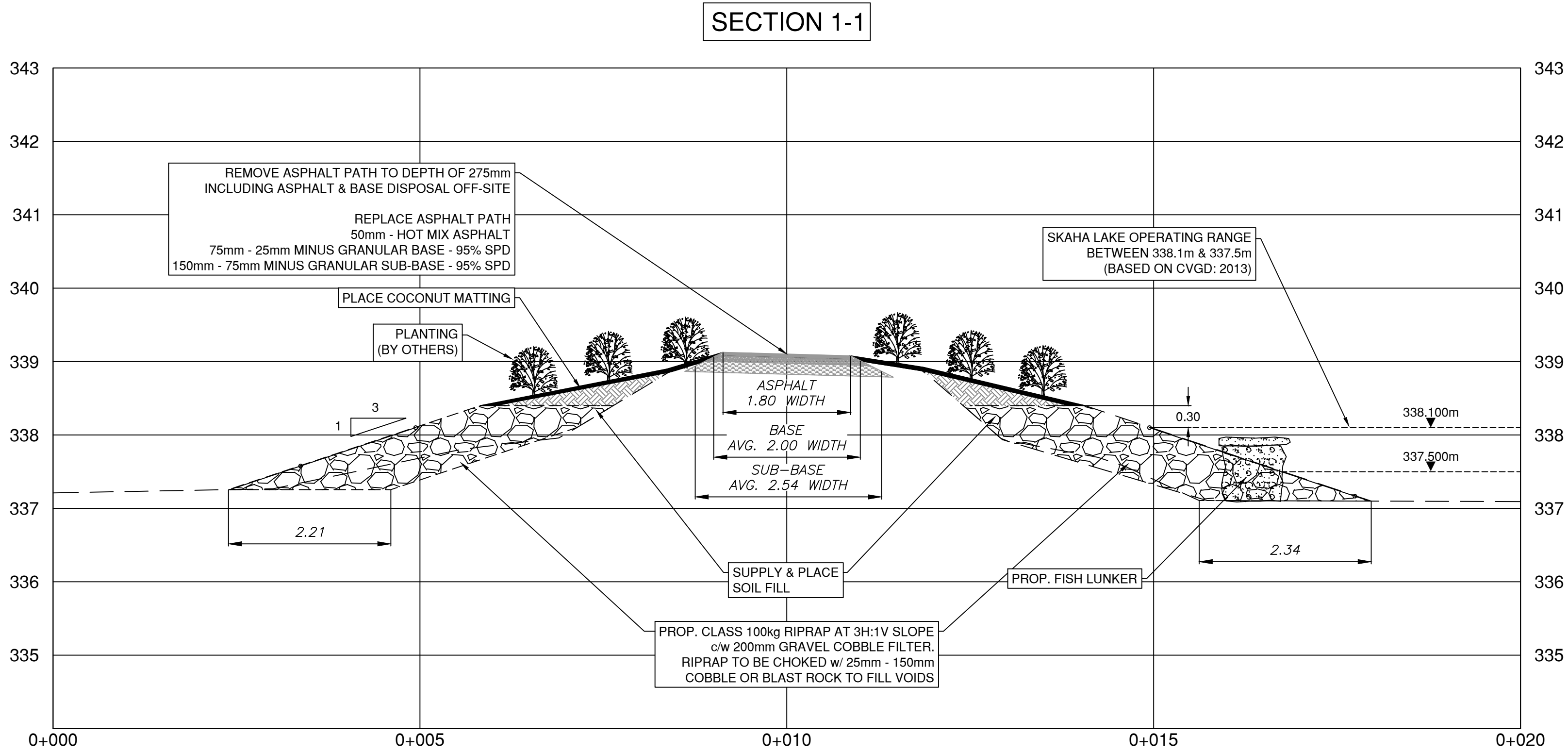


PHOTO: DAVE HOLLA (2010)

LUNKER EXAMPLE PHOTO

RIPRAP TABLE

CLASS OF RIPRAP (kg)	NOMINAL THICKNESS OF RIPRAP (T) (mm)	ROCK GRADATION: PERCENT SMALLER THAN GIVEN ROCK MASS (kg)					
		15%	50%	85%			
50	550	5kg	155mm	50kg	330mm	150kg	475mm
100	700	10kg	195mm	100kg	415mm	300kg	600mm
250	1000	25kg	260mm	250kg	565mm	750kg	815mm

CONSULTANT SEAL		SCALE 0 0.5 1:50 2.5m		CAD FILENAME 2021.022	
				PLOT DATE 2023-05-10	
REV	DATE	REVISIONS			NAME
0	2022-09-29	ISSUED FOR PERMITTING			CP
1	2023-05-10	ISSUED FOR TENDERING			CP



DESIGNED CP DATE 2023-05-10  
QUALITY CONTROL CP DATE 2023-05-10  
QUALITY ASSURANCE DD DATE 2023-05-10  
DRAWN DD DATE 2023-05-10

SECTIONS & DETAILS  
KENYON PARK  
SITE PLAN

FILE NUMBER	DRAWING NUMBER	SHEET	REV
2021.022	201	02 of 02	1



## **APPENDIX “D” – ENVIRONMENTAL MANAGEMENT PLAN**

Attached as Next Page



**Valley  
Environmental**

3265 Webber Rd.  
Westbank, BC V4T 1G3  
Phone 250-490-0161  
david.cassidy@shaw.ca

November 12, 2022

Ministry of Forests, Lands and Natural Resource Operations and Rural Development

**Re: Environmental Management Plan for a Proposed Boat Launch Upgrade adjacent to 5200 Seventh Avenue, Okanagan Falls, BC.**

**Site Location:**

The area of the proposed works is located just north west of 5200 Seventh Avenue in Okanagan Falls, BC. Coordinates for the location are: 49°20'53.87"N 119°34'32.02"W. The existing land spit and walkway are on a section of Crown foreshore under Lease No. 342342; File No. 3410626. The lease property is legally described as DL 4087S SDYD (for community recreation purposes). The property is currently leased and maintained by the Regional District of the Okanagan-Similkameen (RDOS) and is zoned park.

**Background:**

The work is the proposed construction of an erosion protection structure along a land currently used as a walking path between two RDOS parks. The project is the repair and upgrade of an erosion protection structure along an existing walking path operated by the RDOS. The proposed works are ~500 m<sup>2</sup> (see attached site plan by Watershed Engineering Ltd.). Valley Environmental (VE) was contacted by the RDOS to act as their qualified environmental professional (QEP) and provide a QEP Checklist and an environmental management plan (EMP) with regards to the above noted works.

The purpose of this environmental management plan (EMP) is to identify elements of the project that could present a risk to the environment, species at risk and fish or fish habitat. This EMP describes how those risks can be mitigated through proper work management and in the event of an incident, procedures that will contain and limit impacts to the environment. David Cassidy, RPBio. (QEP/Monitor) believes that no harm to fish or loss of fish habitat will occur and work may proceed if the conditions indicated in this EMP are followed.

**Environmental Mitigation Measures:**

The contractor, currently unknown, will be responsible for following this EMP as well as reporting any spills and is responsible for all spill response procedures as noted below.

It is the Contractors' responsibility to ensure that their employees and subcontractors are familiar and comply with the contents of this EMP. The Contractor must attend an on-site pre-work meeting with a Qualified Environmental Professional (QEP) or Qualified Environmental Monitor (QEM) before work commences on the project. All instream works will be monitored and/or supervised by a QEP and/or QEM. **The QEP/QEM has permission to stop all work that may lead to impacts to aquatic resources within Skaha Lake.**

The contractor will use vegetable-based hydraulic fluids and lubricants in the machines must be in good working condition and cleaned or power washed prior to arriving on site. The machines



must also be free of leaks excess oil and grease. Fuelling must not occur within 30 meters of the lake or surface water or storm drainage to the lake.

Sediment transport within the work zone will be isolated by floating silt/turbidity curtains and water quality (pH, temperature and turbidity) will be monitored by the QEP both upstream and downstream (in lake) of the site.

A fish salvage is typically required when works within the watercourse may cause death or harm to fish. However, the process of deploying floating silt curtains within the lake from shore can be done to exclude and scare off any fish that may be migrating through the area. VE will have a dip net on hand in the unlikely case that any fish may get caught within the floating silt curtain and the construction zone.

A floating silt curtain will be installed around the construction zone and secured to the bottom with heavy chains, weights and/or metal stakes. The curtain will be installed prior to the initiation of work or during the course of work activities in order to help protect the shore from any potential erosion and to isolate the work areas from the lake. The contractor is responsible for the installation of the floating turbidity curtain as well as any other sediment and erosion control structures as required by the QEP/QEM.

All construction materials will be free of dirt and deleterious materials. Rip rap, cobbles and gravels as indicated in the Watershed Engineering Ltd. site plan, will be free of any dirt or fines. If required, these materials must be washed off site and tested for acid and metal leaching. Construction materials must be inspected by Watershed Engineering Ltd. before installation. Cast in place concrete structures are not required for this project.

There is no least risk window for spawning kokanee (or sockeye) as there is no known spawning areas on Skaha Lake and no spawning streams within 50 meters of the project area. Okanagan River is approximately 300 meters west from the project site.

Nearly all of the project area is within a red zone for Rocky Mountain ridged mussels. VE conducted a snorkel survey of the project area July 13, 2022 and determined that there are no freshwater mussels within 16 m of the project area. The survey methodology as well as the prescribed search area (PSA) followed those noted in the January 2018 FLNRORD Freshwater Mussels Guidance Document. The PSA is noted as 16 m. Assuming maximum mussel movement of 1 m / month, the snorkel survey is valid for 16 months or until November 2023. As such, work may be conducted on the project area until this time; after which, a new snorkel survey must be conducted to ensure mussels have not migrated into the project area.

There will be an increase of ~ 175 m<sup>2</sup> on the lakebed (below the high water mark) with the new rip rap/coble structure. However, much of the encroachment below high water will occur on remaining fill originally used to build the rock spit. VE understand from the RDOS that the spit was used as part of the Canadian Pacific Railway (CPR), likely part of a warf. Much of the fill and rock armouring used to build and protect the spit has been eroded and washed away. As such, the footprint of the new rock armouring will not extend beyond the original footprint of the rock spit structure. VE has provided a drone shot of the spit where former footprint of the spit is visible below the water line (see attached drone photo).

VE noted that there will be no loss of fish spawning habitat or restriction to fish migration/movement, no loss of mussel bedding areas and no loss of aquatic macrophytes during construction and long-term accumulative affects are considered negligible. Furthermore, the proposed design will include 6 lunger features along the toe of the structure. Lunger structures are used to stabilize stream banks and create new fish habitat and cover.

As No compensation is proposed at this time as there is no loss of habitat that supports aquatic life.



## Post Construction Site Clean-Up

The contractor shall clean up all construction related debris from the work site as the project progresses. The Environmental Monitor will inspect the work site to ensure that the area has been thoroughly cleaned up as follows:

- All temporary materials, fills, silt fences, diversion ditches, or miscellaneous structures used in the construction shall be removed from the work site.
- All debris and waste shall be removed from the work site to an authorized disposal site. No debris shall be left on site.
- Silt fencing and tarps around the temporary storage piles will remain until the piles have been removed.
- The floating turbidity curtain can only be removed once turbidity levels have fallen to levels safe for aquatic life (as determined by the QEP/Monitor David Cassidy, RPBio.).

## Environmental Incidents and Emergency Procedures

An Environmental Incident is one that has caused, or has the potential for causing one or more of the following:

- Environmental damage.
- Potential contamination to the water supply.
- Adverse effect on wildlife or other environmental resources.
- Adverse publicity with respect to environment.
- Legal action with respect to violation of statutes or environmental damage.

Examples of Environmental Incidents include, but are not limited to:

- Spills of oil, fuel, or chemicals.
- Discharge of deleterious substances into water.
- Landslides, erosion, or floods as they affect environmental quality.
- High or low flows that affect wildlife or recreation.
- Violation of environmental regulations, permits or approvals.

### Spills

- All spills to the environment must follow the Spill Reporting Regulation BC Reg. 187/2017;
- any spills to the environment must be reported immediately at all times to Emergency Management BC (EMBC) by calling 1-800-663-3456. Additional information regarding spill reporting can be found at: <https://www2.gov.bc.ca/gov/content/environment/air-land-water/spills-environmental-emergencies/report-a-spill>.
- any spill to the environment must follow the Spill Reporting Regulation under the Environmental Management Act (December 5, 2017) which can be found at: [https://www.bclaws.gov.bc.ca/civix/content/crbc/crbc/414786120/03053/187\\_2017\\_d/r/?xsl=/templates/browse.xsl](https://www.bclaws.gov.bc.ca/civix/content/crbc/crbc/414786120/03053/187_2017_d/r/?xsl=/templates/browse.xsl)
- additional general BMP's for working in and about streams must be reviewed by the contractor or any subcontractors can be found at: <https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-licensing-rights/working-around-water>



## Vegetation Compensation

There is no removal of riparian vegetation however, there will be some encroachment on the lake bed and compensation is required. The footprint on the lakebed / below high water of Skaha Lake is approximately 500 m<sup>2</sup>.

The compensation area totals 1.2:1 or 600 m<sup>2</sup>. All plantings will occur in the project area and within 0 – 15 meters of the high water mark of Skaha Lake. A total of 80 native trees and shrubs will be planted within the 600 m<sup>2</sup>.

### Trees:

- Recommended Spacing for Trees is 3 meter centers:
- 20 trees at minimum #2 gal pot size.
- Native species may include but are not limited to:

Ponderosa Pine (*Pinus ponderosa*)

Douglas fir (*Pseudotsuga menziesii*)

Tembling aspen (*Populus tremuloides*)

Water Birch (*Betula occidentalis*)

Douglas Maple (*Acer glabrum* var. *douglasii*)

Mountain Ash (*Sorbus aucuparia*)

Choke Cherry (*Prunus virginiana*)

Black Hawthorn (*Crataegus douglasii*)

### Shrubs:

- Recommended Spacing for woody-type shrubs is 1 – 1.5 meter centers but some species may be clumped or grouped:
- 60 shrubs at minimum #2 gal pot size.
- Native species may include but are not limited to:

Sandbar Willow (*Salix Aquila*)

Red-Osier Dogwood (*Cornus sericea*)

Snowberry (*Symphoricarpos alba*)

Smooth Sumac (*Rhus glabra*)

Mock Orange (*Philadelphus lewisii*)

Oregon Grape (*Mahonia aquifolium*)

Nootka or Prickly Rose (*Rosa spp.*)

Douglas Maple (*Acer glabrum* var. *douglasii*)

Saskatoon (*Amelanchier alnifolia*)

#### Further Comments and Recommendations:

- Species mixture noted above may vary depending on availability at the time of planting and substitutions may be required with a comparable native species.
- All plantings must be at minimum of 2 gallon pot size and are local (south Okanagan) native species.
  - Planting locations as well as any changes to the noted native species must be reviewed by a qualified environmental professional (QEP) prior to planting and should occur during the development of a landscape plan.
- It is anticipated that planting will occur in the spring or fall when temperatures are cooler.
- Watering must occur at least 3 times per week during the summer months for the first two years after planting.
- 90% of the plantings must survive during the first 2 years and must be monitored by a QEP. As such additional planting may be required to meet the 90% survival rate over the 2 year period.
- Species such as willows, dogwood and water birch must be planted directly adjacent to or along the high water of Skaha Lake.
- Cottonwoods are not recommended within park or public areas as they tend to grow and die quickly creating hazard trees (limbs) which would need to be continuously pruned or removed and replaced.
- The RDOS would like to retain as much of the manicured grass areas as it is a public park/amenity space. As such, it is anticipated that the majority of planting will occur a close the lake as possible and within areas of the rip rap as pocket planting. Additional soil/fill will be added to the foreshore area and native shrubs and trees will be added directly adjacent to the new rip rap (see Watershed Engineering Ltd site plan).

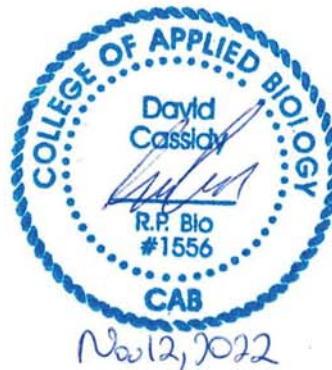
Concentrating plantings along the foreshore will help stabilize the stream bank as well as provide an enhanced benefit for riparian habitat such as litter fall and insect drop.

If you have any questions regarding this action plan, please don't hesitate to contact me.

Regards,

---

David Cassidy, R.P.Bio., QEP/Monitor





November 30, 2021 - Drone View of Spit/RDOS Public Walkway - Visible is the previous (original) footprint of rip rap below the wetted perimeter of the lake (red arrows). Former erosion protection has been eroded away and has exposed the public walkway to further erosion. Areas in green show approximately where 80 native planting will be added. Some planting will be added within and directly adjacent to the new rip rap (see engineers site plan).



~ Scale  
1 cm = 4.7 m



November 30, 2021 - Drone View of Spit/RDOS Public Walkway - Site Plan showing approximate location of rip rap, floating turbidity curtain and perscribed search area (PSA) for mussels during snorkel survey July 13, 2022.



Skaha Lake

16 m PSA (snorkel survey completed July 13, 2022)

incidental observation of Live Oregon Floater just outside the 16 m PSA July 13, 2022.

Approximate Location/Size of New Rip Rap Structure (see attached engineers drawings for details)

Floating Turbidity Curtain During Construction

~ Scale  
1 cm = 4.7 m

## **APPENDIX “E” – SECTION 11 PERMIT**

Attached as Next Page



## **CHANGE APPROVAL**

### **Changes in and about a stream**

#### **WATER SUSTAINABILITY ACT - SECTION 11**

Regional District of Okanagan Similkameen is hereby authorized to make changes in and about a stream as follows:

- A. The stream is Skaha Lake.
- B. The changes to be made in and about the stream are located within District Lot 4087S, Plan 13TU744, SDYD, located at lat/long coordinates 49.3482650; -119.5755640.
- C. The changes to be made in and about the stream are as follows:
  - 1. Construction of an erosion protection structure (rip rap) fronting the existing public walkway within Kenyon Park.
- D. All works shall comply to:
  - 1. Environmental Management Plan for a Repair/Replacement of an Erosion Protection Structure along a Rock Spit/Public Walkway/Park Operated by the Regional District of Okanagan-Similkameen, Okanagan Falls, BC (Skaha Lake), by Valley Environmental, dated November 12, 2022.
  - 2. Kenyon Park Shoreline Restoration, District Lot 4087S Similkameen Division Yale District Plan 13TU744, Watershed Engineering Ltd., drawings numbers 101 & 201, dated September 29, 2022.

#### **Timing and Authority:**

- E. A copy of this Change Approval must be kept on the work site so that it may be shown to a Ministry official upon request.
- F. Construction of the authorized works shall be completed before April 17, 2024.
- G. The Assistant Water Manager, Thompson Okanagan Region shall receive written notification of any proposed schedule alterations or project modifications required to complete the works. Upon review of the written request, the Assistant Water Manager **may**, at their discretion, grant a time extension or initiate a further review of the project that may result in amendment to conditions in this Change Approval or require a new application submission.

- H. This Change Approval does not authorize entry onto privately held land without permission from the affected landowner.
- I. Upon commencement of the project, the works shall be pursued to completion as quickly as possible.

**Ecosystem Conditions:**

- J. A qualified environmental professional (QP) shall provide onsite environmental monitoring. The QP shall have the authority to halt and modify work activity if it is necessary to prevent or manage a risk to the stream, stream channel, aquatic ecosystem, or wildlife species and their habitats.
- K. The authorized works shall comply with the *Terms and Conditions for changes in and about a stream specified by Ministry of Environment (MOE) Habitat Officers, Thompson-Okanagan Region*.
- L. Sediment, runoff, and erosion control measures must be developed and implemented before activities and works begin, including details on the steps that will be taken to reduce sedimentation when significant precipitation or overland flow events occur. Efficacy of these measures shall be monitored during construction and adjustments made, if needed.
- M. If activities or works occur during periods of heavy or persistent precipitation, these must be halted if sedimentation from them poses a significant risk or harm to the stream or aquatic environment.
- N. The disturbance of riparian vegetation should be avoided or minimized as much as possible. Riparian vegetation removed from within the stream channel as a result of the authorized works shall be replanted and follow a riparian vegetation recovery plan developed by the QP.

**Site Conditions and Construction:**

- O. All machinery shall operate from a position in the dry.
- P. Activities and works shall take place when water levels are low to minimize siltation of Skaha Lake.
- Q. The installation of the rock armouring shall be at a similar slope to the existing stream bank, but no steeper than recommended by a qualified engineering professional.
- R. New bank erosion protection must be designed and constructed using appropriate methods applicable to site conditions. It is the Approval holder's responsibility to ensure structural stability of the new shore erosion protection. All rock used for shore protection

shall be certified as non-acid generating, clean of substances deleterious to aquatic life, and suitably graded and sized to resist movement by waves during high water levels.

- S. The completed works shall not cause erosion of adjacent riparian land or cause other adverse impacts. If this does occur, the Approval holder shall remediate the works immediately based on recommendations provided by a qualified professional.
- T. All soil, concrete and other waste materials removed during the works must be contained and disposed in an appropriate manner at a location where it cannot re-enter the stream.
- U. Any equipment or machinery operated near the wetted perimeter shall be in good repair, free of hydraulic leaks and excess surface oil and grease, and use environmentally sensitive hydraulic fluids. Fueling and servicing of vehicles and equipment must occur away from all streams, lakes and water bodies and any spills must be properly cleaned up and reported as required by the Spill Reporting Regulation (B.C. Reg. 187/2017).



---

Rick Peleshytyk, P.Eng.  
Assistant Water Manager, under the Water Sustainability Act  
Ministry of Forests, Thompson Okanagan Region



**APPENDIX “F” – PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING**

Attached as Next Page

## Prime Contractor Designation Letter of Understanding

As per the requirements of the *Workers' Compensation Act* Part 2, Division 4, Section 24 (1-3), which states:

### Coordination of multiple-employer workplaces

**24 (1) In this section:**

**"multiple-employer workplace"** means a workplace where workers of 2 or more employers are working at the same time: **"prime contractor"** means, in relation to a multiple-employer workplace,

- (a) The directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of the OHS provisions, or
- (b) If there is no agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
  - (a) Ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
  - (b) Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the OHS provisions and the regulations in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and *WorkSafeBC OH&S Regulation*.

As a Contractor signing this Prime Contractor Designation form with the Regional District of Okanagan-Similkameen (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the Regional District.

Any penalties, sanctions or additional costs levied against the Regional District, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

**The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the Regional District of Okanagan-Similkameen for project and will abide by all *Workers' Compensation Board Regulation* requirements.**

Project File No.: \_\_\_\_\_

Project Title and Site Location: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Prime Contractor Address: \_\_\_\_\_

Telephone/Fax Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Person in Charge of Project: \_\_\_\_\_

Name of Person Responsible for Coordinating Health & Safety Activities: \_\_\_\_\_ Phone: \_\_\_\_\_

Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return a signed copy of this memo to the Regional District of Okanagan-Similkameen, 101 Martin St., British Columbia, V2A 5J9

If you have any questions, please contact the Regional District of Okanagan-Similkameen at (250)492-0237.

## **APPENDIX “G” – SAMPLE CONTRACT**

Attached as Next Page

# **CONTRACTING AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BETWEEN :

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 Martin Street

Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND :

**Contractor**

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Regional District desires to engage the services of the Contractor as an independent contractor to perform consulting and construction services and the Contractor has agreed to provide said services subject to the hereinafter terms and conditions in connection with a certain project described as follows:

**Project Name...**

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Contractor in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

## **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 CONTRACTOR'S DUTIES

- 2.1 The Contractor 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 Contractor'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 Contractor 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 Contractor, the Regional District has relied upon the Contractor's representations concerning the experience of certain identified personnel in the employ of the Contractor. It is agreed that, in performing the Services under this agreement, the Contractor shall designate those key staff and subcontractors specified in Schedule "B" to carry out and provide the Services to be provided by the Contractor as referred to herein.
- 2.4 The Contractor shall request of the Regional District any information or data contained in Regional District files which the Contractor requires in order to perform the Services. The Regional District is only obligated to provide to the Contractor information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Contractor 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 Contractor 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 Contractor 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 Contractor will be processed by the Regional District within 14 days of receipt.
- 2.6 Costs which have not been identified by the Contractor 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 Contractor 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 Contractor shall submit to the Regional District regular progress reports, as requested from time to time, and such additional reports as may be reasonably required.
- 2.8 Water Shutdowns  
  
The Contractor shall undertake personal face to face meetings with residents for the purposes of notification of impending Works, allowing a minimum of 48 hours notice of disruption or obstruction to a resident's access. Costs for this will be incidental to the Works.

Notification for water shutdowns and inactivation of hydrants at anytime shall be given to the **???? Fire Department.**

### **SECTION 3 FEES AND DISBURSEMENTS**

- 3.1 The Contractor shall receive from the Regional District for the performance of the Services the compensation referred to in Schedule "B" and any negotiated and approved changes.
- 3.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor 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 Contractor 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 Contractor from the Regional District or the Contractor 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 Contractor 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 Contractor acknowledges that in the performance of the Contractor's responsibilities hereunder, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor (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 Contractor to the Regional District. The Contractor may retain one copy of it's materials for record purposes.

- 4.3 The Contractor 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 Contractor's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Contractor'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 Contractor solely at the Contractor's cost and shall be the property of the Contractor 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 Contractor or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Contractor.
- 5.3 If the Regional District specifically authorizes, in writing, that the Contractor 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 Contractor 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 Contractor shall deliver all such special tools, equipment and other things to the Regional District.

## **SECTION 6 SUB-CONSULTANTS AND SUB-CONTRACTORS**

- 6.1 The Contractor may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Contractor 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 Contractor and the Regional District.
- 6.3 The Contractor 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 Contractor.
- 6.4 The Contractor 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 Contractor.

## **SECTION 7      TERMINATION AND SUSPENSION**

### **By the Regional District :**

- 7.1 If the Contractor 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 Contractor, 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 Contractor 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 Contractor:
- (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 Contractor, 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 Contractor 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 Contractor shall perform no further Services other than those reasonably necessary to close out the project.
- In such event, the Contractor 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 Contractor for any loss of profit or any other losses suffered, either directly or indirectly, by the Contractor as a result of the termination of this agreement.
- 7.4 The Contractor shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Contractor or prepared by the Contractor in regards to the Services.
- 7.5 The Contractor agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Contractor from any obligation under this agreement or imposed upon the Contractor by law in respect of the Services or any portion of the Services that the Contractor has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.



**By the Contractor :**

- 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 Contractor 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 Contractor may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Contractor 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 Contractor's Services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor 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 Contractor 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 Contractor 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 Certificate Form** as provided by the Regional District. This form must be completed by the Contractor's insurance broker and returned to the Regional District.:

- 8.2 For any engineered design component to the Work, the Contractor shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Contractor 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 Contractor's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor.

## **SECTION 10 INDEPENDENT CONTRACTOR**

- 10.1 Nothing in this agreement or the Contractor's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Contractor 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 Contractor 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 Contractor shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

## **SECTION 13 SUCCESSORS AND ASSIGNS**

- 13.1 This agreement shall ensure 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 Contractor 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 Contractor 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 Contractor Agreement will begin on the date of execution until [REDACTED].

#### **SECTION 16 ENTIRE AGREEMENT**

- 16.1 This agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Contractor 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) [REDACTED] if to the Contractor:

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.

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

The signatures of the Signing  
Authority of the  
**REGIONAL DISTRICT OF  
OKANAGAN - SIMILKAMEEN**  
was hereto affixed:

\_\_\_\_\_  
*Mark Pendergraft, Chairman*

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

The signatures of the Signing  
Authority of the  
**CONTRACTOR**  
by its authorized signatories  
was hereto affixed:

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Authorized Signatory*

*Corporate seal*

**SCHEDULE A: REQUEST FOR PROPOSALS**

**SCHEDULE B: SUBMITTED PROPOSAL**

SAMPLE