

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR QUOTATIONS

for the

PIONEER PARK – SEPTIC SYSTEM REPLACEMENT PROJECT

SEPTEMBER 26th, 2022

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN REQUEST FOR QUOTATIONS

PIONEER PARK – SEPTIC SYSTEM REPLACEMENT PROJECT

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PIONEER PARK - SEPTIC SYSTEM REPLACEMENT PROJECT REQUEST FOR QUOTATIONS SEPTEMBER 26TH 2022

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR QUOTATIONS

PIONEER PARK – SEPTIC SYSTEM REPLACEMENT PROJECT

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen (RDOS) is requesting submission of Quotations from qualified Proponents in strict accordance with these Quotation Documents. Quotations will be evaluated for the selection of a contractor with the intent to enter into a contract ("the Contract") to provide the services described in Section 5 – Project Work.

Generally, the Work will consist of the replacement of the Septic System in Pioneer Park – Kaleden, B.C. The RDOS will entertain all Quotations that meet the requirements of this Request for Quotations ("RFQ").

1.2. SUPPORTING DOCUMENTATION

The following material(s) are integral to the project and are available as attachments to this RFQ document to assist in the preparation of Quotations:

- Pioneer Park Septic Report (2022-04-08) Ecora
 - See Appendix B

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF QUOTATIONS

Quotations may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Quotation 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 Quotations and their envelopes should be clearly marked with the name and address of the Proponent, the RFQ program title, and be addressed to the following:

Community Services Department Regional District of Okanagan-Similkameen 101 Martin Street Penticton, BC V2A 5J9

Quotations, including the name and address of the Proponent and the RFQ program title emailed to the following:

Kyle Monster <u>kmonster@rdos.bc.ca</u>

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

 TIME:
 2:00 PM local time

 DATE:
 October 7th, 2022

Quotations will not be opened publicly. The Proponent bears all risk associated with delivering its Quotation 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 Quotations after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy:

E-mail: Kyle Monster kmonster@rdos.bc.ca

Hard copy: Community Services Department Regional District of Okanagan-Similkameen 101 Martin Street Penticton, BC, V2A 5J9

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

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

2.2. INQUIRIES

All inquiries related to this RFQ 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 RFQ must be submitted at least two (2) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Kyle Monster 250.490.4219 kmonster@rdos.bc.ca

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

Proponents finding discrepancies or omissions in the Contract or RFQ, 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 Quotation 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 Quotation Documents and the Proponent in the submission should acknowledge receipt of Addenda.

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

2.3. PRE-QUOTATION MEETING (OPTIONAL)

A Pre-Quotation Meeting will be held onsite at 201 Ponderosa Avenue – Pioneer Park, Kaleden B.C. Attendance at the pre-Quotation meeting is optional.

The Pre-Quotation meeting will be held **October 4th 2022 at 11:00 AM** (PDT).

3. GENERAL TERMS OF QUOTATION PROCESS

3.1. DEFINITIONS

"Addenda" means all additional information regarding this RFQ including amendments to the RFQ;

"Agreement" or "Contract" means a contract that is issued to formalize the Work with the successful Proponent based on the Quotation submitted and incorporate by reference the Request for Quotation, 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 Quotation and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Quotation.;

"must" or "mandatory" or "shall" means a requirement that must be met in order for the Quotation to receive consideration;

"Proponent" means the responder to this RFQ with the legal capacity to contract;

"Quotation" means a written response to the RFQ that is submitted by a Proponent;

"Regional District" means the Regional District of Okanagan-Similkameen;

- "Request for Quotations" or "RFQ" 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 RFQ.
- "Should" or "may" means a requirement having a significant degree of importance to the objectives of the RFQ but is not a mandatory requirement
- "**Work**" means and includes anything and everything required to accomplish the project in accordance with this RFQ and Quotation.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a Quotation indicates acceptance of all the terms and conditions set out in the RFQ, 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 Quotation.

3.3. QUOTATION PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Quotation 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 Quotation and award of a contract.

3.4. QUOTATION 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 Quotation 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 Quotation with a lower price.

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

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

3.5. NO CONTRACT

This RFQ is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Quotation and participating in the process as outlined in this RFQ, 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 RFQ 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 RFQ will continue, or that this RFQ process or any RFQ 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 Quotation may be awarded the Contract. The Regional District reserves the right to accept or reject all or parts of the Quotation, however, the Regional District is not precluded from negotiating with the preferred Proponent to modify its Quotation 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 RFQ. 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 QUOTATION

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

The expected attachments to the agreement will include the Request for Qualifications and the Proponent's submission, the Request for Quotation, the Proponent's Quotation 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 Quotation, the information contained in this Request for Quotation is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, not is it comprehensive or exhaustive.

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

3.10. QUOTATION 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 Quotations submitted as confidential but reserves the right to make copies of all Quotations received for its internal review and for review by its financial, accounting, legal, and technical Contractors.

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 RFQ 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 Quotation 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 Quotation 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 Quotations submitted for this project and the Proponent has no knowledge of the contents of other Quotations 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 Quotation.

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 Quotations from such Proponents may be disqualified from the evaluation process.

4. GENERAL QUOTATION CONTENT

4.1. CONTRACTOR INFORMATION

- <u>COMPANY INFO</u>: 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-Contractor(s) that will be involved in the project.
- <u>PROJECT MANAGER</u>: The Quotation 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.
- <u>PROPOSED PROJECT TEAM</u>: The Quotation shall list key individuals including the project manager and sub-Contractor(s) who will have major responsibilities for the performance of the work.
- <u>REFERENCES</u>: The Quotation 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.
- <u>EXPERIENCE</u>: The Quotation should include details on <u>only</u> the most recent three (3) or four (4) projects of <u>related work</u> 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 RFQ within the project schedule and budget.

4.2. SUBCONTRACTORS AND SUBCONSULTANTS

The Quotation 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 Quotation 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 Quotation.

4.3. SCHEDULING

The Quotation shall contain a proposed work schedule showing the major activities or tasks, sub-tasks and deliverables for each of the required tasks, including any proposed meetings.

The Regional District has established the following preliminary baseline schedule for the project. Any advancement of the dates indicated are desirable and would be welcomed by the Regional District.

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Task	Completion Date
Award to Contractor	October 2022
Preconstruction Site Meeting	October 2022
Construction Complete	November 2022

The Proponent should plan their work to conform to this or their improved schedule. The Regional District will provide information and responses to Contractor in a timely manner so as not to affect the schedule.

4.4. FEES AND DISBURSEMENTS

The Quotation shall contain a breakdown of fees by task resulting in a lump sum total.

4.5. QUOTATION CONTENT & INNOVATION

The Proponent shall address in the Quotation submission, all the information as requested in the RFQ documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to elements of the Quotation subject.

4.6. SAFETY REQUIREMENTS

During completion of the work, all Ministry and WorkSafeBC safety policies will apply to the work. This includes policies regarding safety equipment, signs, traffic control and procedures.

Prior to any onsite work, the successful Contractor will provide their Health and Safety Manual to the Regional District and participate in a site orientation with the Regional District.

4.7. INSURANCE REQUIREMENTS

The successful Proponent will be required to provide proof of insurance using the RDOS's standard insurance form. The insurance form, with minimum insurance requirements is included in Appendix C.

4.8. ENVIRONMENTAL PLAN

Prior to the start of the Work, the successful Proponent will be required to supply the RDOS with an environmental management plan including a Spill Contingency Plan.

4.9. WORKERS COMPENSATION ACT

The Proponent, and any proposed subcontractors and subconsultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Quotation 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 RFQ, 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 establishment of timelines for the various stages of the project.

5.1. SCOPE OF PROJECT WORK

The scope of work will include all tasks necessary to the successful replacement of the Septic System in Pioneer Park –Kaleden, B.C.

The following list of tasks has been identified by Regional District staff and is not intended to be complete or all-inclusive for completion of the Work. The Proponent is asked to include any items/tasks not listed (but required based on their expertise) in the Quotation:

Site Preparation

- Set in place and maintain any/all safety and environmental precautions and procedures prior to the commencement of project work to ensure the safety and well being of the public and workers
- Confirm subsurface utility locations, if any (BC 1 Call)
- Identify overhead utility lines and establish safety protocols

Establish Traffic Accommodation

- Prepare and submit a traffic accommodation plan to the Regional District
 - Obtain MOTI traffic control permit (if required)
 - Setup and maintain onsite physical traffic controls as needed

Pre-existing Concrete Pad

Demolition and disposal of pre-existing concrete pad as approximately defined in Figure 1.2

 Appendix A

Septic System Replacement

- Proponent must review all relevant documents to determine structure install, grading, and backfill specifications/requirements
- All works to be performed in strict accordance with Section 1.3 Supporting Documentation as attached in Appendix B
- At a high-level the related work includes:
 - o Removal and disposal of old septic system and abandoning of the old dispersal field
 - Installation of the new system

Irrigation

• If existing irrigation system is disturbed and/or damaged, proponent will work with RDOS staff to carry out the implementation of a temporary solution. Services will be billable as per provided rate schedule.

General Restoration/Project Closure

- Restore the area(s) affected by the concrete pad removal and Septic System Replacement to a generally level spec as per Figure 1.1 Appendix A
- Supply and install of temporary snow fencing around the affected area, as per Figure 1.3 & 1.4 Appendix A, whilst ensuring safe access to both sides of the existing washroom
- All other damages and/or disturbances to park property resulting from construction activities shall be restored to their prior condition

5.2. 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.

5.3. CONSTRUCTION PHASE

All Work will be performed in accordance with this Request for Quotations 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

5.4. 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.

The Contractor will prepare and provide a complete set of As-Built Plans / Record Drawings based on the plan set, which will define any/all changes, or variation made during the construction process. Said As-Built Plans will be provided within one month of the Work being complete.

5.5. 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 to initiate the project and confirm scope, key dates and requirements as well as to review/identify milestone accomplishments and resolve any challenges.
- Written or verbal status updates to the Regional District project manager may be required weekly throughout the entire project via email or phone.

6. FEES AND DISBURSEMENTS

The Quotation shall specify a maximum or not-to-exceed dollar amount up to and including the completion of all construction through to issuance of 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 prepare 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.

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APPENDIX "A"

FIGURE 1.1 – GROUND SPEC.



FIGURE 1.3 – SNOW FENCING SPEC.



FIGURE 1.4 – APPROXIMATE SNOW FENCING LOCATION/QUANTITY



Figure 1.2 – CONCRETE PAD



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APPENDIX "B"

ATTACHED AS NEXT PAGE



Pioneer Park Onsite Wastewater Sewerage System

Dated: April 6, 2022

Ecora File No.: RDOS

Site Address:

6th Street, Kaleden, BC

Legal Description: PID: Folio #: Lot 1, Plan KAP73042 025-617-338

17-715-01375.590

Designed by Tyler Rowe, AScT

Approved by Mike Young, P.Eng

ECORA ENGINEERING & RESOURCE GROUP LTD. ENGINEERS AND GEOSCIENTISTS OF BRITISH COLUMBIA PERMIT TO PRACTICE $\# 1001040$
RESPONSIBLE REGISTRANT
2022-04-08 DATE



Confidentiality Statement

This document contains commercial and technical information and must not be released in whole, or in part to any third party without the express written authorization of Ecora Engineering & Resource Group Ltd.

Limitations of Report

This report and its contents are intended for the sole use of Regional District of Okanagan-Similkameen, their agents and the applicable regulatory authorities. Ecora Engineering & Resource Group Ltd. (Ecora) does not accept any responsibility for the accuracy of any data, analyses, or recommendations contained or referenced in the report when the report is used or relied upon by any Party other than of Regional District of Okanagan-Similkameen their agents, the applicable regulatory authorities or for any Project other than that described in this report. Any such unauthorized use of this report is at the sole risk of the user.

Where Ecora submits both electronic file and hard copy versions of reports, drawings and other projectrelated documents, only the signed and/or sealed versions shall be considered final and legally binding. The original signed and/or sealed version archived by Ecora shall be deemed to be the original for the Project. Both electronic file and hard copy versions of Ecora's deliverables shall not, under any circumstances, no matter who owns or uses them, be altered by any party except Ecora.

Ecora's General Conditions are provided in Appendix A of this report.





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- Appendix D List of Components





1. Summary of Design

Regional District of Okanagan-Similkameen (RDOS) retained Ecora Engineering & Resource Group Ltd. (Ecora) for the design of an onsite wastewater system to accommodate an existing public washroom at Pioneer Park on 6th Street, Kaleden, BC. The objective of this report is to provide a suitable design for all components of the proposed sewerage system in accordance with the Sewerage System Standard Practice Manual Version 3 (SPM V.3). General installation, maintenance, monitoring and operation practice to follow SPM V.3.

The property is 0.69 ha [1.69 acres] on 6th Street, Kaleden, BC. The existing washroom currently has 5 toilets, 1 urinal and 3 sinks, but may be expanded in the future to have up to 5 toilets, 5 sinks (with metered faucets) and an outdoor shower with 2 metered heads. The existing building is 8m x 8m, located 8.5m east of the west property line and 57m north of the south property line. The east edge of the property fronts onto Skaha Lake.

The proposed dispersal field will be 3m off the south property line, and approximately 74m from the east property line.

This design and site evaluation report is subject to the attached Statement of General Conditions in Appendix A.

1.1 Summary of Soils

Ecora completed a soil analysis via 3 test pits, as well as 4 percolation tests. The test pits were conducted to a maximum depth of 1.65 meters to determine the proposed infiltrative surface soil type, which consists of Sandy Loam to Gravelly Sand at the dispersal field location. Test pit logs and permeameter test results are presented in Appendix B. Soil conditions used for the design of the dispersal field are as follows:

Soil Type: Rock Fragmentation (>2mm): Soil Structure & Grade: Soil Consistency: Soil Category (SPM V3.0 Table II-21): Minimum Soil Layer Depth: Site Slope: Used representative percolation: Restrictive Layer: Loamy Sand None Moderately Blocky Friable Favorable (F) 60 - 90cm ~1 % 4 - 7.5 min/inch SHWT at 146cm



1.2 Vertical Separation

The Vertical Separation design limit elevation is selected based on the shallowest limiting condition within the proposed dispersal area. Signs of seasonal high water table (SHWT) were observed at 146cm, with a depth of the receiving soil at 60-90cm.

Minimum Vertical Separation of 60cm in native soil and 60cm as constructed for normal frequency demand dosing Type 1 effluent to Loamy Sand (Table II-15).

1.3 Rationale

A Type 1 demand dose pressurized seepage bed system was selected for this site. See Table 1 for design rationale.

Table 1: Constraints & Design Rationale

Constraint	Mitigating Strategies
<150cm Vertical Separation observed receiving layer (Gravelly Sand or Coarse Sand, Coarse Sand, Loamy Coarse Sand, Sand and Loamy Sand)	Use Pressure System
Up to 86cm of fill on top of receiving layer	Increase depth of drainrock below lateral

System specifications are outlined in Section 2 and site and design drawings are included in Appendix C. Any unspecified installation details are to conform to the SPM and may be confirmed with the designer.



2. System Specifications

2.1 Daily Design Flow

The peak Daily Design Flow (DDF) has been calculated for up 96 people, based on 48 parking stalls with 2.0 people per car, using 20L/Day/Person for 'Visitor center or Day use site with flush toilets' from SPM V3.0 Table III-11 as shown below.

DDF = 120 People x 20 L/Day/Person = **1920 L/Day**

2.2 Septic Tank

Minimum tank chamber size calculation:

Maximum Tank Size = 3 x DDF = 3 x 1920 L/Day = 5760 L

- Use South Okanagan Concrete Products Ltd. (SOCP) Ts-1Ch 6592L (1450 Gal) single chamber septic tank.
- Polylok cover & lid and risers to grade.
- Inlet to have baffle tee.
- Polylok PI-122 Effluent Filter to be installed on the outlet of the settling tank, complete with Polylok Smart Filter Switch filter alarm, wired to auxiliary alarm



2.3 Area of Infiltrative Surface

The minimum required Area of Infiltrative Surface (AIS) is calculated using the Hydraulic Load Rate (HLR).

The minimum basal area is determined using an HLR and has been selected using SPM V3.0 Table II-22 & Table II-23, based on the soil conditions listed.

Maximum HLR, based on soil type	=	30	L/Day/m ²
(Favourable Loamy Sand)			
Maximum HLR, based on permeability rate	=	30	L/Day/m ²
(1000 – 2000mm/Day / 4 – 7.5 min/inch)			
Use HLR	=	30	L/Day/m ²

The minimum Area of Infiltration Surface (AIS) is determined using the HLR for the native soil used, which uses the values in SPM V3.0 Table II-24. Type 1 effluent will be applied to the dispersal bed;

Minimum Required bed AIS	=	DDF ÷ HLR
	=	1920 L/Day ÷ 30 L/Day/m²
	=	64.0 m ²

2.4 Minimum System Contour Length

The minimum required contour length is calculated using the Linear Load Rate (LLR). An LLR has been selected using SPM V3.0 Table II-27 & Table II-28, based on the soil conditions listed above and a minimum vertical separation of 60 - 90cm with site slope of 0% - 5%.

Maximum LLR, based on soil type (Favourable Loamy Sand)	= 70 L/Day/m
Maximum LLR, based on permeabi (1000 – 2000mm/Day / 4 – 7.5 min/	
Use LLR	= 70 L/Day/m
Minimum Req'd Contour Length	= DDF ÷ LLR = 1920 L/Dav ÷ 70 L/Dav/m
	= 27.4m



2.5 Dispersal Field Layout

The proposed layout of the dispersal field will consist of the following criteria:

Design Bed Length:	28 m (>27.4 m)
Design Bed Width:	240 cm
Design Bed Area (bed AIS):	67.2 m ² (>64.0 m ²)
Design Lateral Length:	14 m, center fed
Number of Laterals:	6
Lateral Spacing:	80 cm (c/c)

See design drawings in Appendix C for proposed field orientation and location.



2.6 Pump Sizing

A pressure distribution system has been selected for this site, which will utilize a pump to distribute effluent to pressurized laterals. Pump selection is based on design flows vs. the systems total dynamic head.

2.6.1 Design Flow

The design flow is calculated using a discharge rate per orifice based on the orifice size and desired residual pressure.

Based on SPM standard (Table II-43) specify a maximum of 0.56m² infiltrative surface area per orifice.

Minimum # of orifices = AIS / 0.56 m²/orifice = 67.2 m² / 0.56 m²/orifice = 120 orifices

A design orifice spacing of 0.60m has been selected;

Design # of orifices = 6 laterals x 14m lateral length / 0.60m orifice spacing = 140 orifices

140 orifices plus 1 in the pump chamber (for drain back) = 141 orifices

The minimum residual pressure for 3.2mm [1/8"] orifices is 150cm [60"], per SPM V3.0 Table II-43. The system has been designed to have a residual pressure of 1.8m [72"], with a discharge rate of 1.74 L/min/orifice [0.46 usgpm/orifice] (from SPM V2, Orifice Discharge Rate Design Table).

Design Flow = # of orifices x 1.74 L/min/orifice [0.46 usgpm]

- = 141 x 1.72 L/min/orifice [0.46usgpm]
- = 243 L/min [64 usgpm]

2.6.2 System Head

The total dynamic head for the system is calculated based on static head loss plus the friction loss in all pipes and fittings.

8.5m/100m for 243 L/min [64 usgpm] (from SPM V2, Head Loss in PVC Pipe Table).

	1.5m	[4.9']
Allowance for lateral loss = 1		
Network Head (1.31 x Residual Pressure) = 1.8m x 1.31 = 2	2.4m	[7.7']
50mm Sched 40 Fittings = 20m equivalent length x 22m/100m = 1	1.7m	[5.6']
50mm Sched. 40 Forcemain = 15m forcemain x 22m/100m = 1	I.3m	[4.2']
Static Head Loss = 2	2.0m	[6.6']

Total Dynamic Head = 8.8m [29.0']

2.6.3 Pump Selection

Pump selected for 243 L/min [64 usgpm] flow to 8.8m [29.0 ft] head based on manufacturer's pump curve is a Liberty Pumps FL100-Series (1 hp) FL101M Submersible Effluent Pump.





2.7 Pipe Sizing

2.7.1 Forcemain

Use 50mm Sched 40 force main;

- 50mm [2"] union joint to be installed in pump chamber within 150mm [6"] of surface
- Effluent velocity in 50mm pipe at 240 L/min [65 usgpm] = 2.03 m/s (within 0.6 to 3.0 m/sec desired range)

2.7.2 Manifold

Use 100mm Sched 40 Manifold;

- End-feed 50mm [2"] forcemain into 100mm [4"] manifold using 50mm x 100mm [2" x 4"] reducer
- Install 100mm [4"] cleanout on end of manifold, using 2-45 ° bends with an accessible screw cap, placed in 150mmØ irrigation box, 2/3 filled with drain rock.

2.7.3 Laterals

Use 32mm [1.25"] Sched 40 laterals;

- 6 x 14m center-fed laterals with 28 3.2mm [1/8"] orifices each
- Orifices to be oriented up at '12 o'clock' with first and last orifices to be oriented down at '6 o'clock' position
- Each lateral to have 32mm [1.25"] flow reduction ball valve on the proximal end
- Each lateral to have 32mm [1.25"] cleanout on the distal end, using 2-45 ° bends with an accessible screw cap, placed in 150mmØ irrigation box, 2/3 filled with drain rock
- Each lateral cleanout to have a test cap left with the system, with a 3.2mm [1/8"] orifice.



2.8 Pump Chamber and Dosing

2.8.1 Dose Volume

It is recommended that minimum 67% of each pump cycle at full pressure to provide uniform distribution. To achieve this, a minimum dose of 3 x the volume of the laterals is used. This is calculated based on 0.80 L/m of 32mmØ Sched. 40 pipe.

Minimum Dose Volume = 3 x 6 laterals x 14m lateral length x 0.80L/m = 201.6 L/Dose

The system will be demand-dosed with a normal frequency of 8 doses/day (8 doses/day minimum for Type 1 effluent, per SPM V3.0 Table II-11)

Design Dose Volume = <u>1920L/Day DDF</u> 8 dosed/day = 240 L/Dose > 201.6 L/Dose, uniform distribution

The selected dose volume is 240 L/Dose, to maximize soil dose frequency and ensures even distribution.

Use South Okanagan Concrete Products Ltd. (SOCP) Ts-1Ch 2954L (650 Gal) pump chamber.

Total Dump Chamber Height -	140	
Pump Cooling =	15cm	
Dose Height =	9cm	245L
Reserve Height =	11cm	299L (16% DDF)
Alarm Reserve Height =	97cm	2636L (137% DDF)

- Total Pump Chamber Height = 142cm
- Polylok riser cover, lid and risers to grade.
- Inlet to have baffle tee.
- Back-up high-level float switch to be installed, wired to auxiliary alarm



2.9 Control Panel

Use SJE Rhombus EZ Series In-site CL with Bluetooth Simplex Control panel with C-Level CL40 Transducer.

- Control panel to be mounted to exterior of building or on a pressure treated 4x4 post, minimum 1.0m above grade
- Control panel to be on a dedicated 120V circuit
- Transducer to be mounted on removable 25mm [1"] PVC riser, attached to pump chamber's access riser, and brought within 15cm [6"] of the surface
- Do not splice transducer wire.



Appendix A

General Conditions



Standard of Care

Ecora Engineering and Resource Group Ltd. (Ecora) has prepared this report in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and science professions currently practicing under similar conditions in the jurisdiction in which the services are provided, subject to the time limit and physical constraints applicable to this report. No other warranty, expressed or implied is made.

Basis of Use of the Report

This report and recommendations contained in it are intended for the sole use of Ecora's Client. Ecora does not accept any responsibility for the accuracy of any of the data, the analyses or the recommendations contained or referenced in the report when the report is used or relied upon by any party other than Ecora's Client unless otherwise authorized in writing by Ecora. Any unauthorized use of the report is at the sole risk of the user. In order to properly understand the suggestions, recommendations and opinions expressed herein, reference must be made to the whole report. We cannot be responsible for use by any party of portions of the report without reference to the whole report.

This report is subject to copyright and shall not be reproduced either wholly or in part without the prior, written permission of Ecora. Additional copies of the report, if required, may be obtained upon request.

Soil, Rock and Groundwater Conditions

Classification and identification of soils, rock and ground water have been based upon commonly accepted systems and methods. Classification and identification of the type and condition of these materials or units involves judgement, and boundaries between different soil, rock or geological types of units may be transitional rather than abrupt. Accordingly, Ecora does not warrant conditions represented herein as exact, but infers accuracy only to the extent that is common in practice.

Soil and groundwater conditions described in the report are the observed conditions at the time of their determination of measurement. Unless otherwise noted, those conditions form the basis of the recommendations in the report. Groundwater conditions may vary between and beyond reported locations and can be affected by annual, seasonal and meteorological conditions. The condition of the soil, rock and groundwater may be significantly altered by construction activities such as traffic, excavation, groundwater level lowering, pile driving, blasting on the site or on adjacent sites. Excavation may expose the soils to climatic elements such as freeze/thaw and wet/dry cycles and/or mechanical disturbance which can cause severe deterioration. Unless otherwise indicated the soil must be protected from these changes during construction.

Construction Services

During construction, Ecora must be retained to perform field reviews to confirm and document that the conditions do not materially differ from those interpreted conditions considered in the preparation of the report, and to ensure the sewerage system is being installed as intended. Adequate field review, observation and testing during construction are necessary for Ecora to provide accurate record drawings and letter of certification, as required by Interior Health Authority.

Job Site Safety

Ecora is responsible only for the activities of our employees on the jobsite. The presence of Ecora's personnel on the site shall not be construed in any way to relieve the Client or any contractors on site from their responsibilities for site safety. The Client acknowledges that he, his representatives, contractors or others retain control of the site and that Ecora never occupy a position of control of the site. The Client undertakes to inform Ecora of all hazardous conditions, or other relevant conditions of which the Client is aware. The Client also recognizes that our activities may uncover previously unknown hazardous conditions or materials and that such a discovery may



result in the necessity to undertake emergency procedures to protect our employees as well as the public at large and the environment in general.

Changed Conditions

Where conditions encountered at the site differ significantly from those anticipated in this report, either due to natural variability of subsurface conditions or construction activities, it is a condition of this report that Ecora be notified of any changes and be provided with an opportunity to review or revise the recommendations within this report.

Drainage

Drainage of subsurface water is commonly required either for temporary or permanent installations for the project. Improper design or construction of drainage or dewatering can have serious consequences. Ecora takes no responsibility for the effects of drainage unless specifically involved in the detailed design and construction monitoring of the system.

Services of Sub Consultants and Contractors

Ecora may require hiring the services of individuals and companies with special expertise and/or services which we do not provide. We may arrange the hiring of these services as a convenience to our Clients. As these services are for the Client's benefit, the Client agrees to hold the Company harmless and to indemnify and defend Ecora from and against all claims arising through such hirings to the extent that the Client would incur had he hired those services directly. This includes responsibility for payment for services rendered and pursuit of damages for errors, omissions or negligence by those parties in carrying out their work.



Appendix B

Soil Data



A field investigation was preformed on January 27, 2022 at Pioneer Park ny Tyler Rowe. A total of three test pits were dug to a maximum depth of 1.905 meters by Southern BC Excavating.

Client:	Client: RDOS Project No:		
Tested by:	Steve Semenoff	Date:	January 27, 2022
Weather:	👙 🚢 🚳 📾 🎆	Temperature:	-2°C

Percolcation Tests Summary

Test #	Perc. Hole Depth (cm)	Rate of fall (Min/inch)
1.	105	3:45
2.	110	5:45
3.	125	12:30
4.	105	4:10

Lowest

2:45	1:10	E: 4 E	12:20
3:45	4:10	5:45	12:30

Percolation Range Used: <u>4 – 7.5 min/inch</u>

HLR = 30 L/m²/Day



Highest



TEST PIT #	1				
	Soil Type:	Topsoil			
	Structure/Grade:	n/a	Moisture:	Slightly Damp	
	Consistency:	n/a	Color:	Dark Brown	
	Fragments:	none	Roots:	Plentiful, Fine	
	Remarks:				
12cm		1			
	Soil Type:	Fill			
	Structure/Grade:	N/A	Moisture:	Slightly Damp	
	Consistency:	N/A	Color:	Varies	
	Fragments:	N/A	Roots:	N/A	
	Remarks:	Mixed soils and debris			
67cm					
	Soil Type:	Sand (F)			
	Structure/Grade:	Single Grain	Moisture:	Slightly Damp	
	Consistency:	Loose	Color:	Medium Brown	
	Fragments:	None	Roots:	Very Few Very Fine	
	Remarks:	HLR = 30 L/m²/Day			
122cm					
	Soil Type:	Loamy Sand (F)			
	Structure/Grade:	Moderately Blocky	Moisture:	Slightly Damp	
	Consistency:	Friable	Color:	Medium Brownish Grey	
	Fragments:	None	Roots:	Very Few Very Fine	
	Remarks:	HLR = 30 L/m²/Day			
134cm					
	Soil Type:	Sand (F)	-		
	Structure/Grade:	Single Grain	Moisture:	Slightly Damp	
	Consistency:	Loose	Color:	Medium Greyish Brown	
	Fragments:	None	Roots:	Very Few Very Fine	
	Remarks:	HLR = 30 L/m²/Day			
146cm					
	Soil Type:	Loamy Fine Sand (F)			
	Structure/Grade:	Moderately Blocky	Moisture:	Damp	
	Consistency:	Firm	Color:	Medium Brownish Grey	
	Fragments:	None	Roots:	None	
	Remarks:	Common medium mottling, sig	ns of SHWT		
End: 152cm					
	Restrictive Layer:	Signs of SHWT at 146cm			



TEST PIT #	2				
	Soil Type:	Topsoil			
	Structure/Grade:	n/a	Moisture:	Slightly Damp	
ĺ	Consistency:	n/a	Color:	Dark Brown	
1	Fragments:	none	Roots:	Plentiful, Fine	
1	Remarks:		1		
10cm					
	Soil Type:	Fill			
1	Structure/Grade:	N/A	Moisture:	Slightly Damp	
]	Consistency:	N/A	Color:	Varies	
Į	Fragments:	N/A	Roots:	N/A	
ļ	Remarks:	Mixed soils and debris			
86cm					
]	Soil Type:	Gravelly Sand (F)			
	Structure/Grade:	Single Grain	Moisture:	Slightly Damp	
1	Consistency:	Loose	Color:	Medium Brown	
]	Fragments:	35% Medium	Roots:	Very Few Very Fine	
	Remarks:	HLR = 40 L/m²/Day			
137cm					
]	Soil Type:	Loamy Sand (F)			
	Structure/Grade:	Moderately Blocky	Moisture:	Slightly Damp	
]	Consistency:	Friable	Color:	Medium Brownish Grey	
]	Fragments:	None	Roots:	Very Few Very Fine	
	Remarks:	HLR = 30 L/m²/Day			
167cm	167cm				
Soil Type: Loamy Fine Sand (F)					
	Structure/Grade:	Moderately Blocky	Moisture:	Damp	
1	Consistency:	Firm	Color:	Medium Brownish Grey	
]	Fragments:	None	Roots:	None	
]	Remarks:	Common medium mottling, sig	ns of SHWT		
End: 172cm					
	Restrictive Layer:	Signs of SHWT at 167cm			



TEST PIT #	3		Ī	
	Soil Type:	Topsoil		
	Structure/Grade:	n/a	Moisture:	Slightly Damp
	Consistency:	n/a	Color:	Dark Brown
	Fragments:	none	Roots:	Plentiful, Fine
	Remarks:			·
45cm				
	Soil Type:	Gravelly Sand (F)		
	Structure/Grade:	Single Grain	Moisture:	Slightly Damp
	Consistency:	Loose	Color:	Medium Greyish Brown
	Fragments:	45% Medium	Roots:	Plentiful, Coarse
	Remarks:	Adjusted HLR = 36 L/m²/Day	,	
110cm				
	Soil Type:	Sand (F)		
	Structure/Grade:	Single Grain	Moisture:	Slightly Damp
	Consistency:	Loose	Color:	Medium Brown
	Fragments:	None	Roots:	Very Few Very Fine
	Remarks:	HLR = 30 L/m²/Day		
163cm				
	Soil Type:	Loamy Fine Sand (F)		
	Structure/Grade:	Moderately Blocky	Moisture:	Damp
	Consistency:	Firm	Color:	Medium Brownish Grey
]	Fragments:	None	Roots:	None
	Remarks:	Common medium mottling, s	igns of SHWT	
End: 190cm				
	Restrictive Layer:	Signs of SHWT at 163cm		

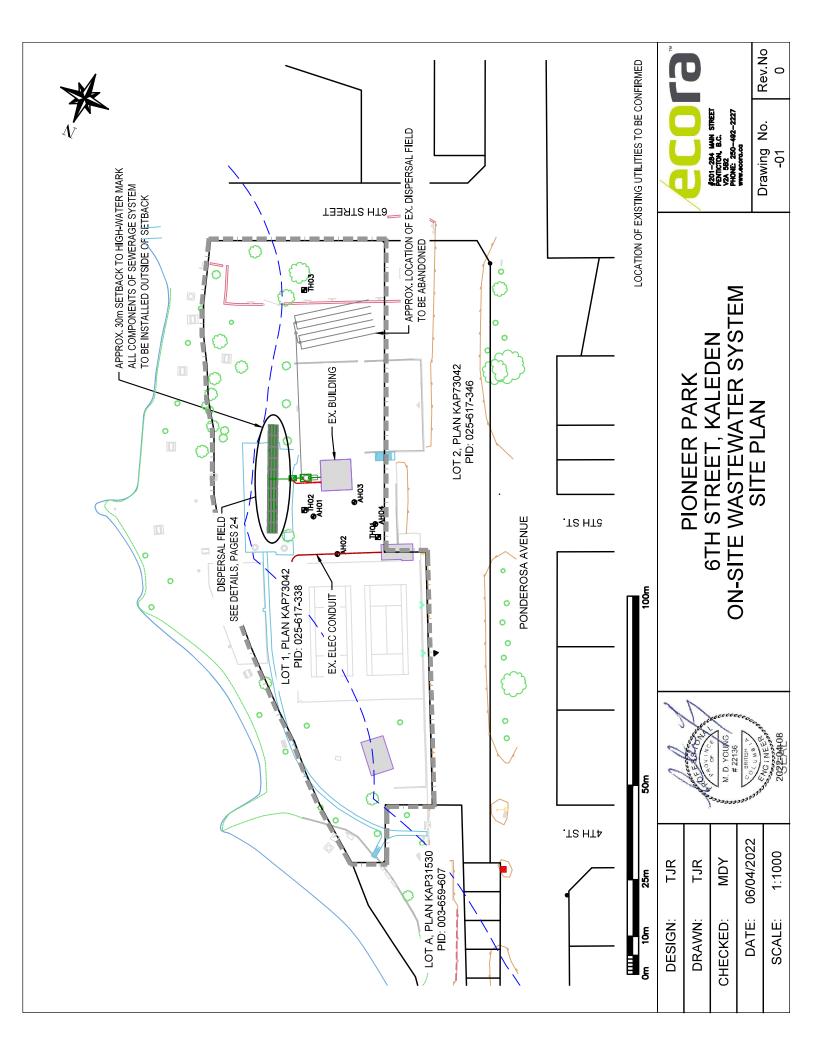


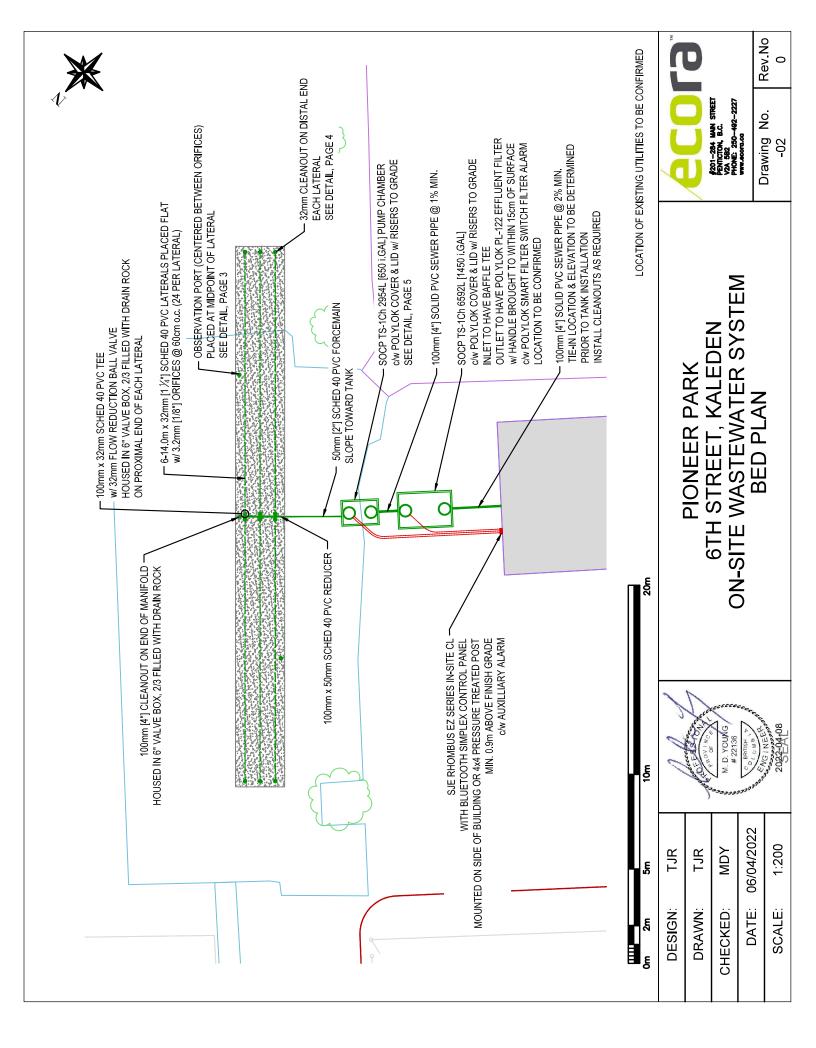


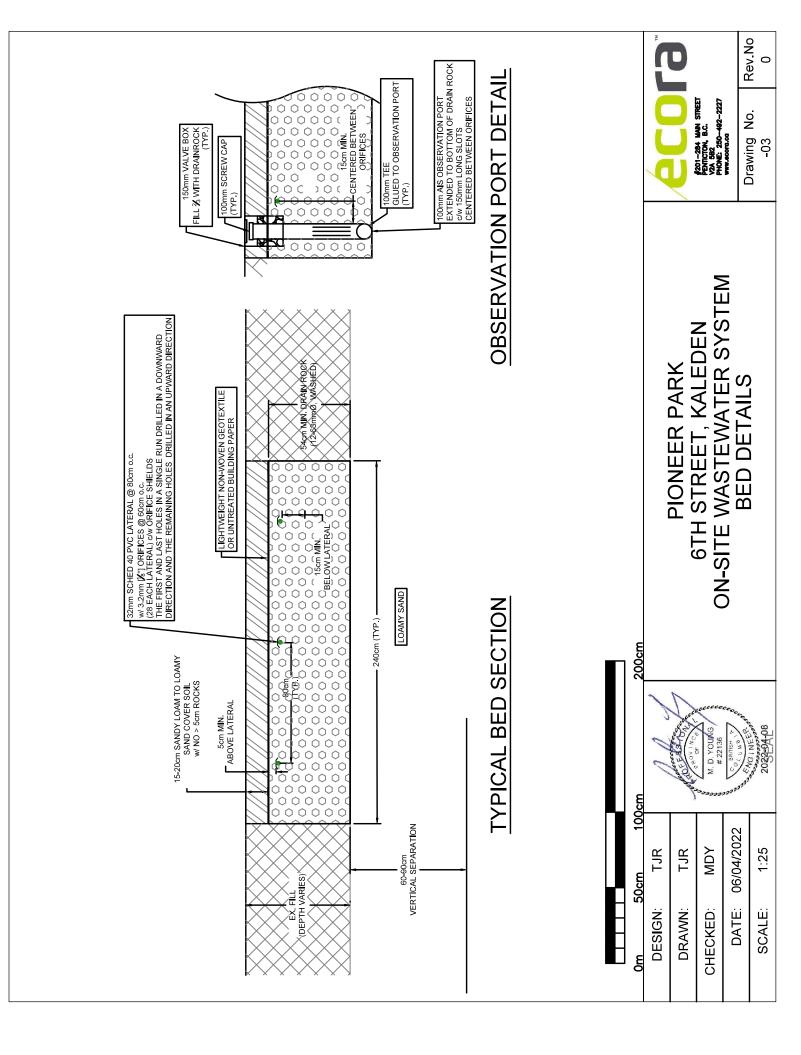
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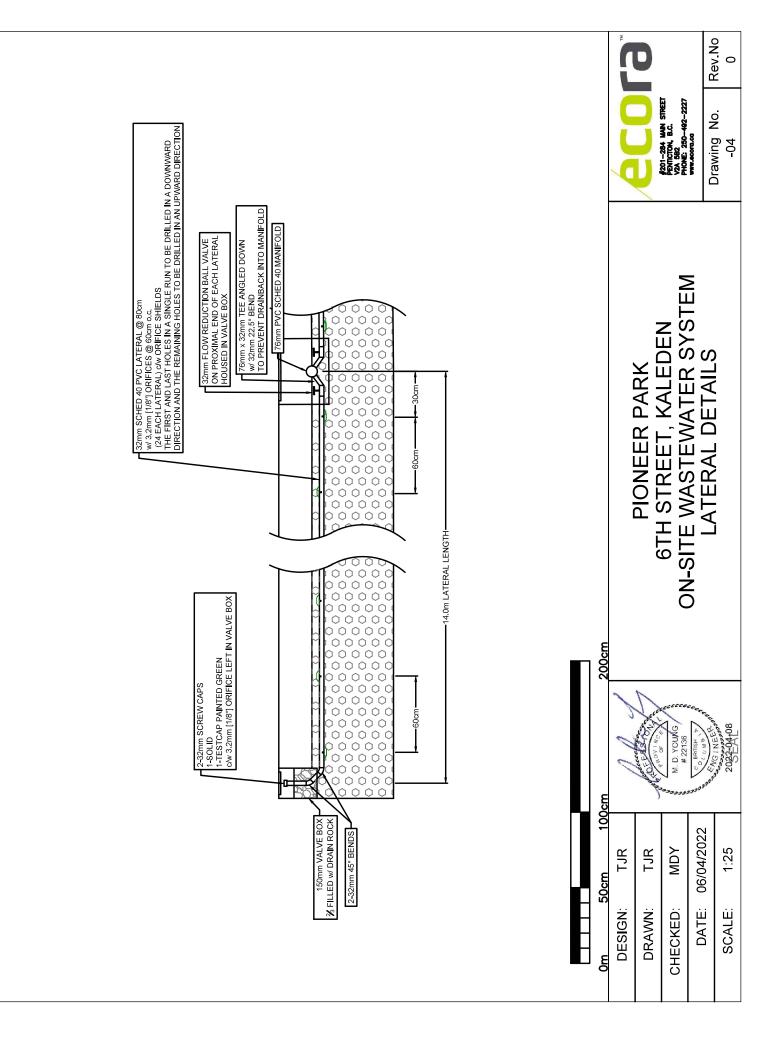
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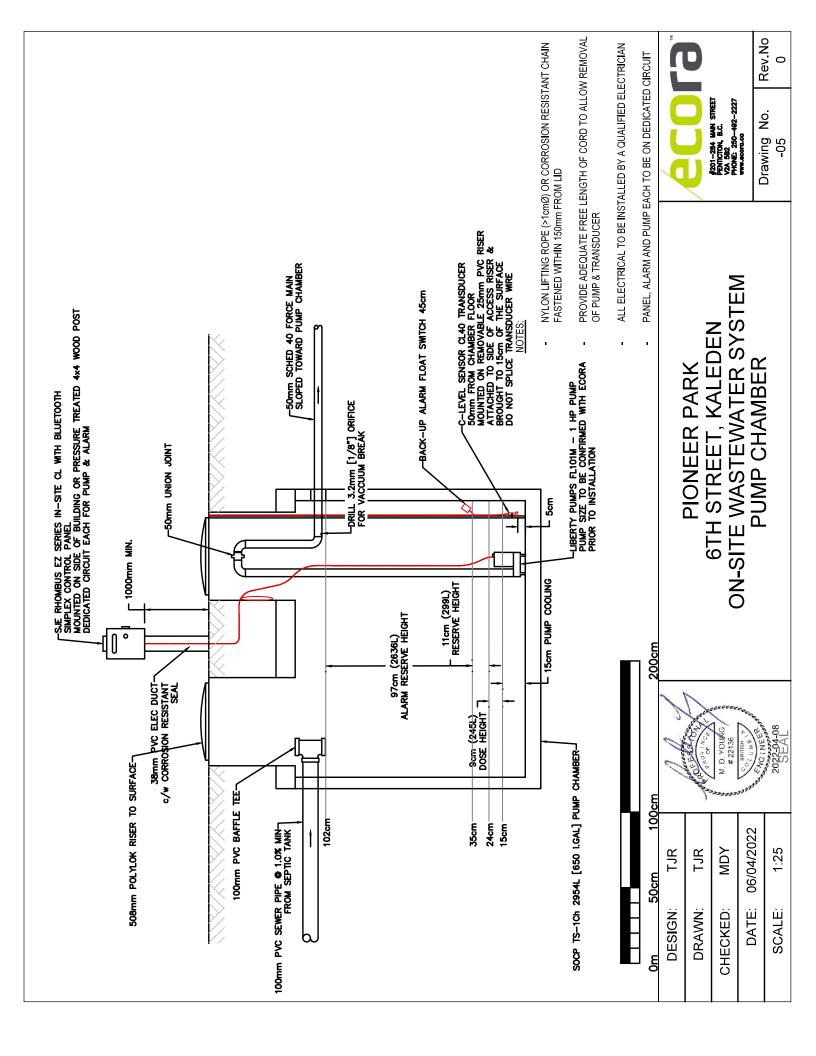










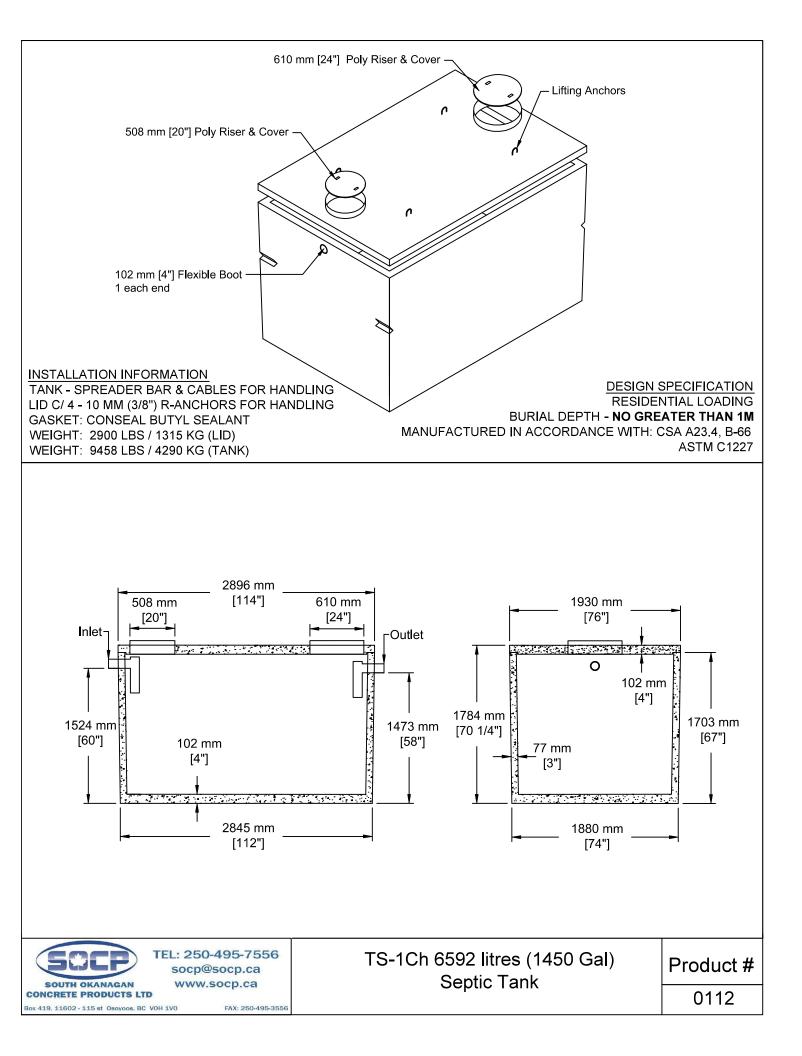


PIONEER PARK - ON-SITE WASTEWATER SYSTEM	ATER SYSTEM	
6TH STREET, KALEDEN, BC LOT 1, PLAN KAP73042 025-617-338		
DDF = 1920 L/DAY		
GENERAL NOTES		
ALL COMPONENTS OF THE SYSTEN VERSION OF THE SEWERAGE SYST	ALL COMPONENTS OF THE SYSTEM TO BE INSTALLED BY A PERSON QUALIFIED AS AN AUTHORIZED PERSON, IN CONFORMANCE WITH THE SEWEF VERSION OF THE SEWERAGE SYSTEM STANDARD PRACTICE MANUAL (SPM).	SEWERAGE SYSTEM REGULATION AND THE LATEST
ECORA REPRESENTATIVE TO BE O	ECORA REPRESENTATIVE TO BE ONSITE FOR PERIODIC FIELD REVIEWS, INCLUDING;	
 - INSTALLATION OF TANKS; - EXCAVATION TO INFILTRAT - PLACEMENT OF LATERALS; - COMMISSIONING OF SYSTE EQUAL FLOWS BY CONTRA! 	- INSTALLATION OF TANKS; - EXCAVATION TO INFILTRATIVE SURFACE, PRIOR TO PLACEMENT OF DRAIN ROCK; - PLACEMENT OF LATERALS; - COMMISSIONING OF SYSTEM, INCLUDING CONTROL PANEL SET-UP AND PUMP TEST RUN (SQUIRT TEST). FORCE MAIN AND LATERALS TO BE FLUSHED AND LATERALS TO BE ADJUSTED FOR EQUAL FLOWS BY CONTRACTOR PRIOR TO COMMISSIONING.	E FLUSHED AND LATERALS TO BE ADJUSTED FOR
TANKS TO BE PLACED ON UNDISTL	TANKS TO BE PLACED ON UNDISTURBED NATIVE MATERIAL OR SUITABLE ALTERNATE, TO BE APPROVED BY ECORA.	
TANK BACKFILL TO COMPRISE OF	TANK BACKFILL TO COMPRISE OF SUITABLE GRANULAR MATERIAL, PLACED AND COMPACTED IN MAXIMUM 30cm LIFTS, UNLESS OTHERWISE APPROVED BY ECORA	VED BY ECORA.
ALL TANKS TO BE LEAK TESTED FOR 24 HRS PRIOR TO USE	DR 24 HRS PRIOR TO USE.	
PRIOR TO INSTALLATION, RECEIVIN FROM EXCESSIVE LOADING AFTER	PRIOR TO INSTALLATION, RECEIVING AREA TO BE PROTECTED FROM EXCESSIVE LOADING, INCLUDING VEHICLE TRAFFIC AND SOILS AND MATERIAL STORAGE. ALL COMPONENTS TO BE PROTECTED FROM EXCESSIVE LOADING AFTER INSTALLATION.	STORAGE. ALL COMPONENTS TO BE PROTECTED
DESIGN: TJR	111	
DRAWN: TJR		
CHECKED: MDY		PENINCION, B.C. PENINCION, B.C. VAA B22 PHONE: 250-492-227
DATE: 06/04/2022	CE CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	DOLATOOOLAWWW
SCALE: -	2022=04-08	Drawing No. Kev.No -06 0

Appendix D

List of Components







PL-122 Filter

The PL-122 was the original Polylok filter. It was the first filter on the market with an automatic shut-off ball installed with every filter. When the filter is removed for regular servicing, the ball will float up and prevent any solids from leaving the tank. Our patented design cannot be duplicated.

Features:

- Offers 122 linear feet of 1/16" filter slots, which significantly extends time between cleaning.
- · Has a flow control ball that shuts off the flow of effluent when the filter is removed for cleaning.
- Has its own gas deflector ball which deflects solids away.
- Installs easily in new tanks, or retrofits in existing systems.
- Comes complete with its own housing. No gluing of tees or pipe, no extra parts to buy.
- Has a modular design, allowing for increased filtration.

PL-122 Installation:

Ideal for residential waste flows up to 3,000 gallons per day (GPD). Easily installs in any new or existing 4" outlet tee.

- 1. Locate the outlet of the septic tank.
- 2. Remove the tank cover and pump tank if necessary.
- 3. Glue the filter housing to the outlet pipe, or use a Polylok Extend & Lok if not enough pipe exists.
- 4. Insert the PL-122 filter into tee.
- 5. Replace and secure the septic tank cover.

PL-122 Maintenance:

The PL-122 Effluent Filter will operate efficiently for several years under normal conditions before requiring cleaning. It is recommended that the filter be cleaned every time the tank is pumped, or at least every three years.

- 1. Do not use plumbing when filter is removed.
- 2. Pull PL-122 cartridge out of the tee.
- 3. Hose off filter over the septic tank. Make sure all solids fall back into septic tank.
- 4. Insert filter back into tee/housing.





Patent Numbers 6,015,488 & 5,871,640



Outdoor SmartFilter® Alarm Polylok, Zabel & Best filters accept the SmartFilter® switch and alarm.



1-877-765-9565



Pioneer Park Onsite Wastewater Sewerage System

Dated: April 6, 2022

Ecora File No.: RDOS

Site Address:

6th Street, Kaleden, BC

Legal Description: PID: Folio #: Lot 1, Plan KAP73042 025-617-338

17-715-01375.590

Designed by Tyler Rowe, AScT

Approved by Mike Young, P.Eng

ECORA ENGINEERING & RESOURCE GROUP LTD. ENGINEERS AND GEOSCIENTISTS OF BRITISH COLUMBIA PERMIT TO PRACTICE $\# 1001040$
RESPONSIBLE REGISTRANT
2022-04-08 DATE



TEST PIT #	3		Ī	
	Soil Type:	Topsoil		
	Structure/Grade:	n/a	Moisture:	Slightly Damp
	Consistency:	n/a	Color:	Dark Brown
	Fragments:	none	Roots:	Plentiful, Fine
	Remarks:			·
45cm				
	Soil Type:	Gravelly Sand (F)		
	Structure/Grade:	Single Grain	Moisture:	Slightly Damp
	Consistency:	Loose	Color:	Medium Greyish Brown
	Fragments:	45% Medium	Roots:	Plentiful, Coarse
	Remarks:	Adjusted HLR = 36 L/m²/Day	,	
110cm				
	Soil Type:	Sand (F)		
	Structure/Grade:	Single Grain	Moisture:	Slightly Damp
	Consistency:	Loose	Color:	Medium Brown
	Fragments:	None	Roots:	Very Few Very Fine
	Remarks:	HLR = 30 L/m²/Day		
163cm				
	Soil Type:	Loamy Fine Sand (F)		
	Structure/Grade:	Moderately Blocky	Moisture:	Damp
	Consistency:	Firm	Color:	Medium Brownish Grey
]	Fragments:	None	Roots:	None
	Remarks:	Common medium mottling, s	igns of SHWT	
End: 190cm				
	Restrictive Layer:	Signs of SHWT at 163cm		

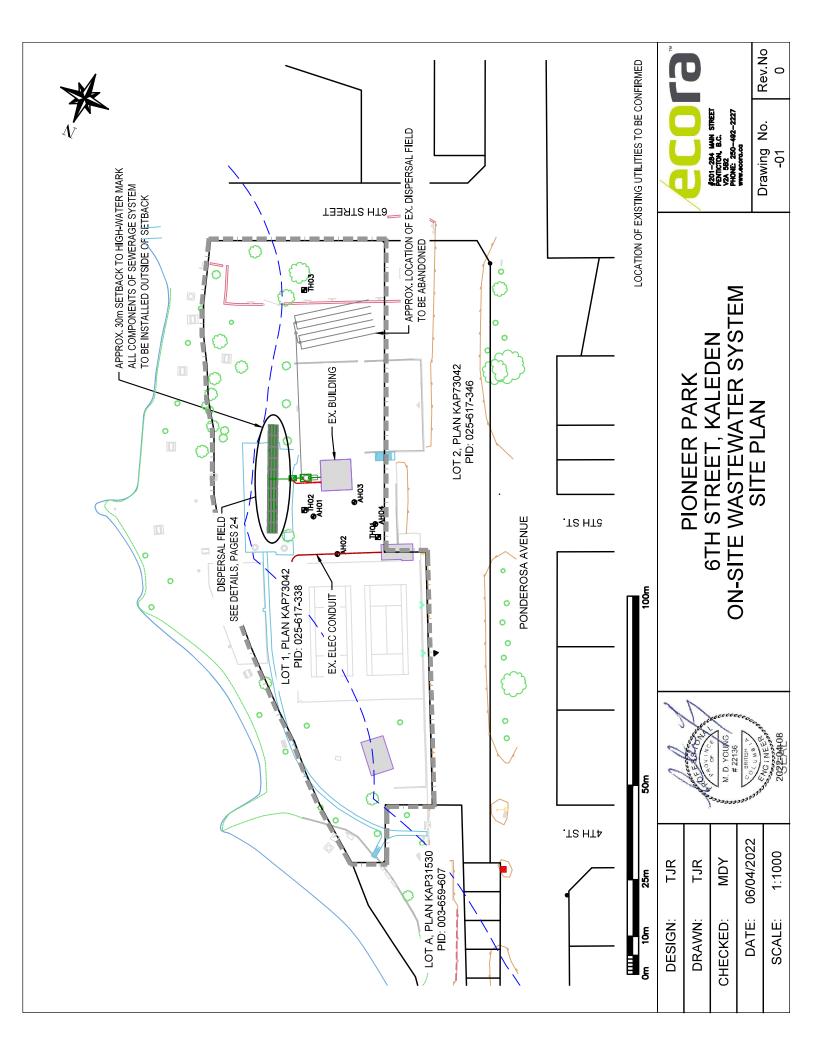


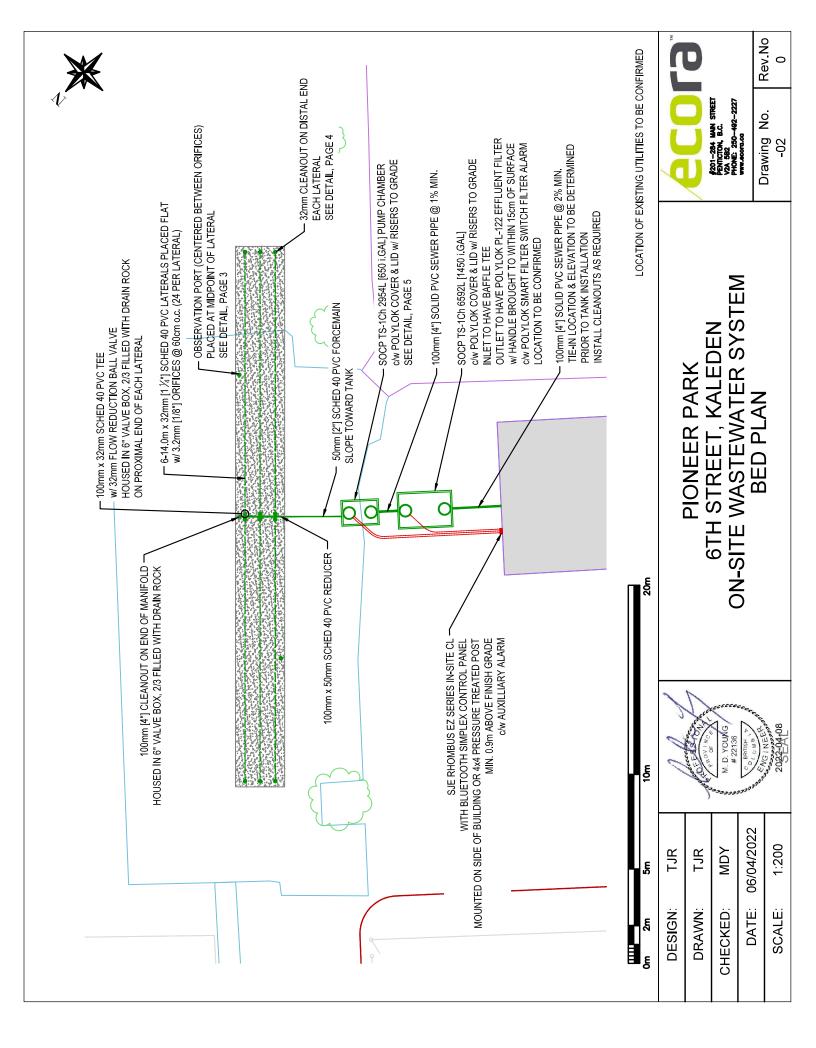


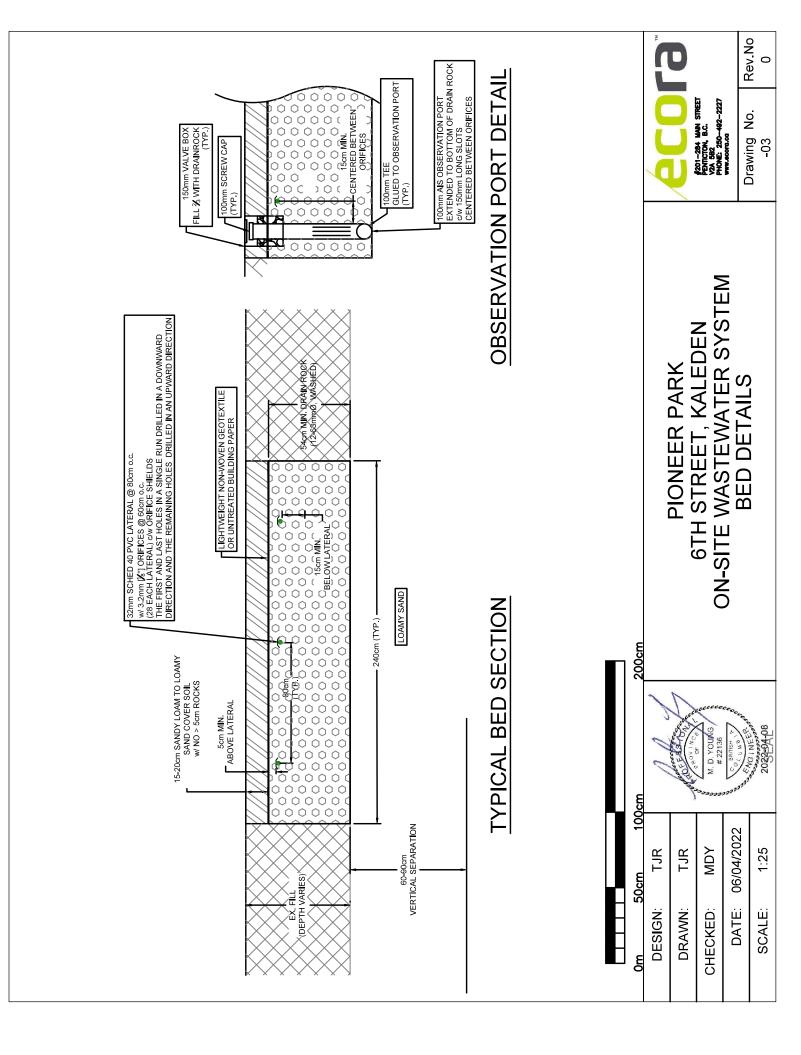
Appendix C

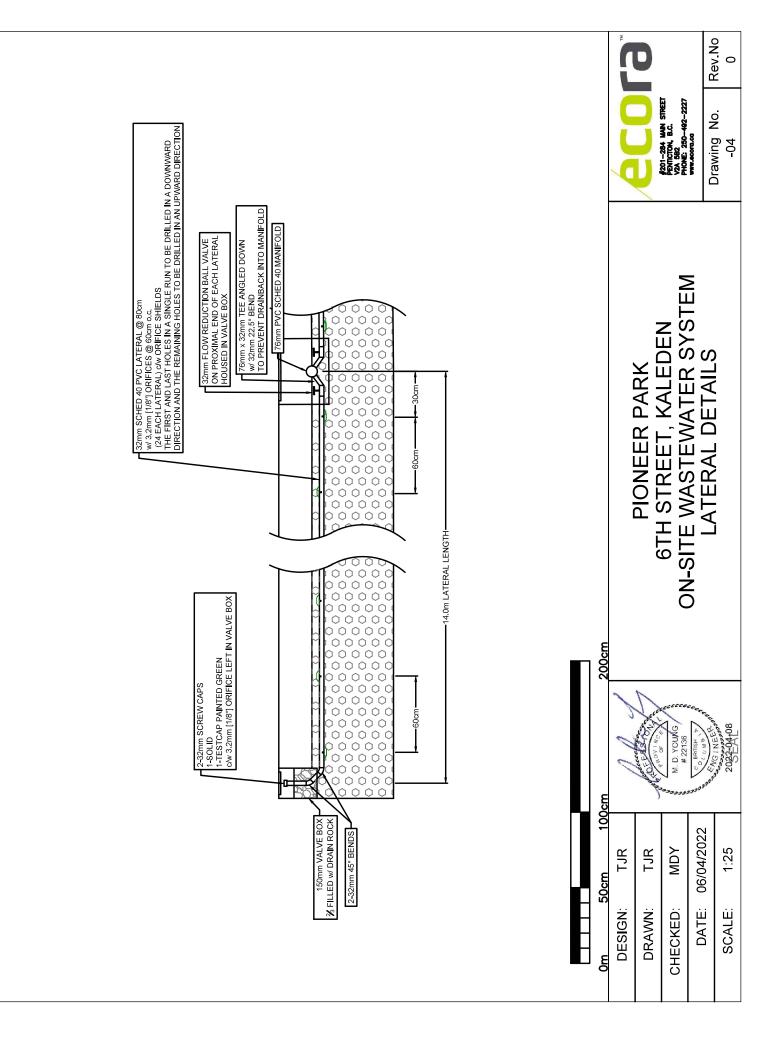
Design Drawings

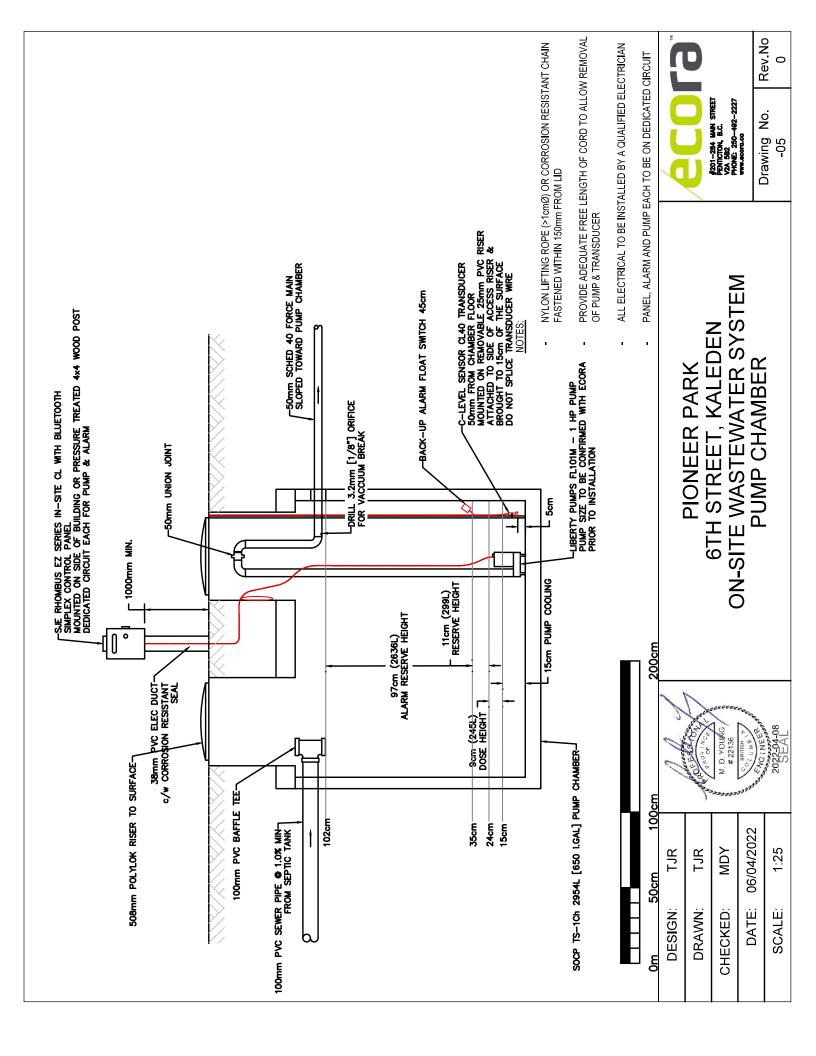










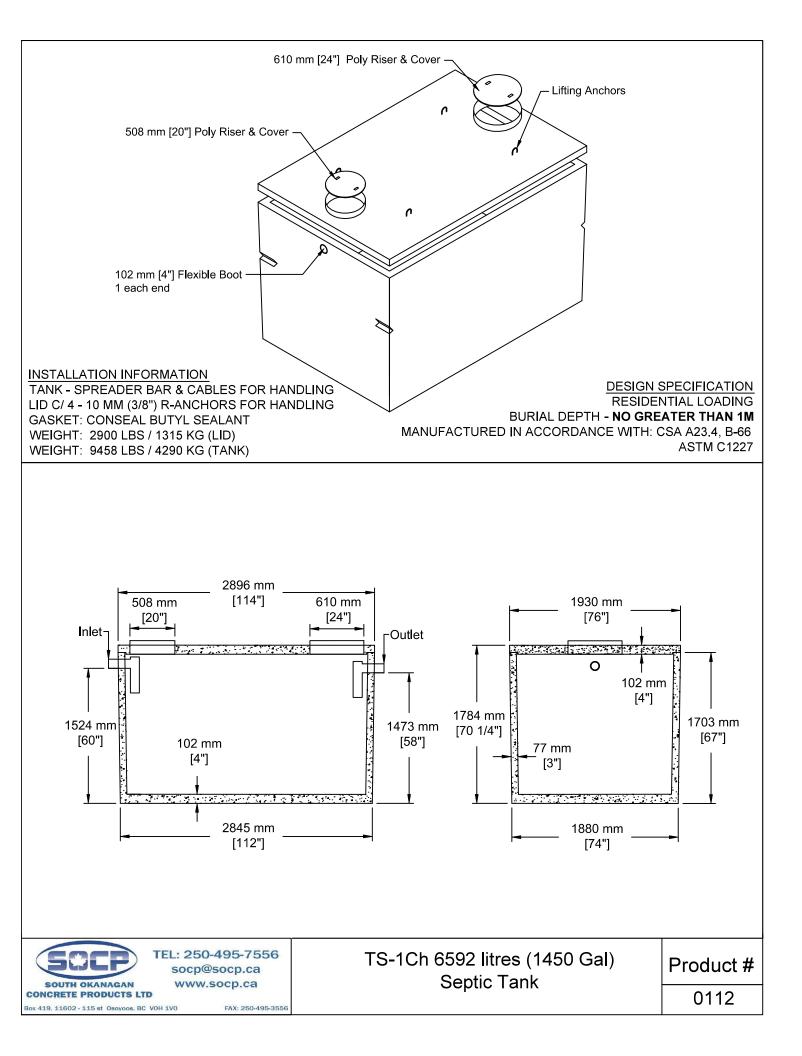


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DDF = 1920 L/DAY		
GENERAL NOTES		
ALL COMPONENTS OF THE SYSTEN VERSION OF THE SEWERAGE SYST	ALL COMPONENTS OF THE SYSTEM TO BE INSTALLED BY A PERSON QUALIFIED AS AN AUTHORIZED PERSON, IN CONFORMANCE WITH THE SEWEF VERSION OF THE SEWERAGE SYSTEM STANDARD PRACTICE MANUAL (SPM).	SEWERAGE SYSTEM REGULATION AND THE LATEST
ECORA REPRESENTATIVE TO BE O	ECORA REPRESENTATIVE TO BE ONSITE FOR PERIODIC FIELD REVIEWS, INCLUDING;	
 - INSTALLATION OF TANKS; - EXCAVATION TO INFILTRAT - PLACEMENT OF LATERALS; - COMMISSIONING OF SYSTE EQUAL FLOWS BY CONTRA! 	- INSTALLATION OF TANKS; - EXCAVATION TO INFILTRATIVE SURFACE, PRIOR TO PLACEMENT OF DRAIN ROCK; - PLACEMENT OF LATERALS; - COMMISSIONING OF SYSTEM, INCLUDING CONTROL PANEL SET-UP AND PUMP TEST RUN (SQUIRT TEST). FORCE MAIN AND LATERALS TO BE FLUSHED AND LATERALS TO BE ADJUSTED FOR EQUAL FLOWS BY CONTRACTOR PRIOR TO COMMISSIONING.	E FLUSHED AND LATERALS TO BE ADJUSTED FOR
TANKS TO BE PLACED ON UNDISTL	TANKS TO BE PLACED ON UNDISTURBED NATIVE MATERIAL OR SUITABLE ALTERNATE, TO BE APPROVED BY ECORA.	
TANK BACKFILL TO COMPRISE OF	TANK BACKFILL TO COMPRISE OF SUITABLE GRANULAR MATERIAL, PLACED AND COMPACTED IN MAXIMUM 30cm LIFTS, UNLESS OTHERWISE APPROVED BY ECORA	VED BY ECORA.
ALL TANKS TO BE LEAK TESTED FOR 24 HRS PRIOR TO USE	DR 24 HRS PRIOR TO USE.	
PRIOR TO INSTALLATION, RECEIVIN FROM EXCESSIVE LOADING AFTER	PRIOR TO INSTALLATION, RECEIVING AREA TO BE PROTECTED FROM EXCESSIVE LOADING, INCLUDING VEHICLE TRAFFIC AND SOILS AND MATERIAL STORAGE. ALL COMPONENTS TO BE PROTECTED FROM EXCESSIVE LOADING AFTER INSTALLATION.	STORAGE. ALL COMPONENTS TO BE PROTECTED
DESIGN: TJR	111	
DRAWN: TJR		
CHECKED: MDY		PENINCION, B.C. PENINCION, B.C. VAA B22 PHONE: 250-492-227
DATE: 06/04/2022	CE CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	DOLATOOOLAWWW
SCALE: -	2022=04-08	Drawing No. Kev.No -06 0

Appendix D

List of Components







PL-122 Filter

The PL-122 was the original Polylok filter. It was the first filter on the market with an automatic shut-off ball installed with every filter. When the filter is removed for regular servicing, the ball will float up and prevent any solids from leaving the tank. Our patented design cannot be duplicated.

Features:

- Offers 122 linear feet of 1/16" filter slots, which significantly extends time between cleaning.
- · Has a flow control ball that shuts off the flow of effluent when the filter is removed for cleaning.
- Has its own gas deflector ball which deflects solids away.
- Installs easily in new tanks, or retrofits in existing systems.
- Comes complete with its own housing. No gluing of tees or pipe, no extra parts to buy.
- Has a modular design, allowing for increased filtration.

PL-122 Installation:

Ideal for residential waste flows up to 3,000 gallons per day (GPD). Easily installs in any new or existing 4" outlet tee.

- 1. Locate the outlet of the septic tank.
- 2. Remove the tank cover and pump tank if necessary.
- 3. Glue the filter housing to the outlet pipe, or use a Polylok Extend & Lok if not enough pipe exists.
- 4. Insert the PL-122 filter into tee.
- 5. Replace and secure the septic tank cover.

PL-122 Maintenance:

The PL-122 Effluent Filter will operate efficiently for several years under normal conditions before requiring cleaning. It is recommended that the filter be cleaned every time the tank is pumped, or at least every three years.

- 1. Do not use plumbing when filter is removed.
- 2. Pull PL-122 cartridge out of the tee.
- 3. Hose off filter over the septic tank. Make sure all solids fall back into septic tank.
- 4. Insert filter back into tee/housing.





Patent Numbers 6,015,488 & 5,871,640



Outdoor SmartFilter® Alarm Polylok, Zabel & Best filters accept the SmartFilter® switch and alarm.



1-877-765-9565

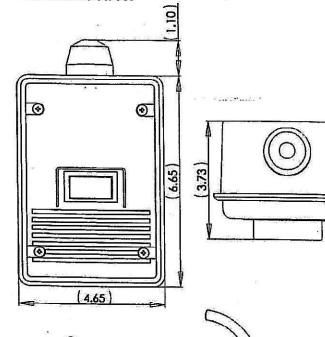


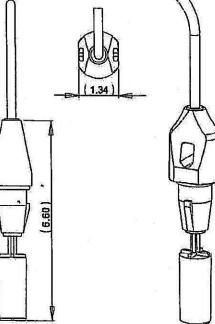
3 Fairfield Blvd, Wallingford, Connecticut 06492 Office: 1-877-765-9565 Fax: 203-284-8514 email: sales@polylok.com Web site: www.polylok.com

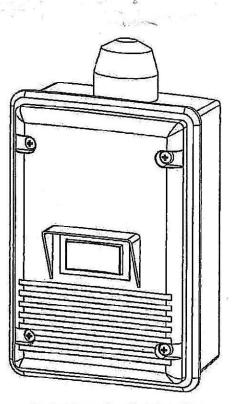
SmartFilter® Alarms 3014AB AC-A-O-SF

Features

- Provides audible and visual notification of impending filter and tank servicing
 Patented SmartFilter switch attaches to all Zabel[®] Filters
- · Alarm sounds when tank and filter reach 90% maturity
- For indoor/outdoor use







Product Information 055 / Pricing 205

Specifications

3.08

Voltage

- 120 VAC, 50/60 Hz, 7 watts max. (alarm condition)
- Alarm enclosure
- 6.5x4.5x3.0 inch (16.51x11.43x7.62 cm), indoor-outdoor, weatherproof, thermoplastic meets 3R water-tight standards Alarm hom
- 82 decibels at 10 feet.

Alarm beacon

 Meets Type 3R water-tight standards as installed by factory. **Test/Silent Switch**

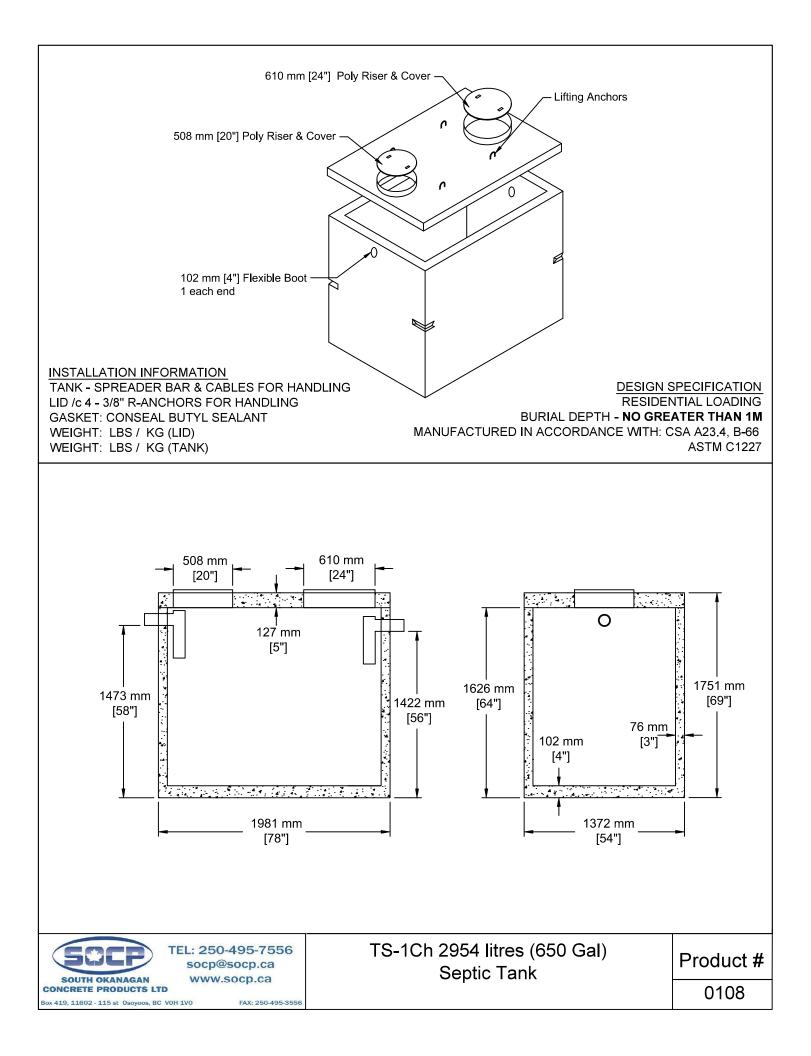
 Certified to IP66 and IP68 standards Switch

SmartFilter switch with 5 cord

Warranty for Defects in Material and Workmanship · AC-A-O-SF - 3 Years

AutoCad R-14 dwg files at www.zabelzone.com/autocad.htm





Fiberty Pumps[®]

FL100-Series

1hp

Submersible Effluent Pumps

1-1/2" or 2" Discharge Flange Mounted

Features:

3/4" Solids-handling
Heavy cast iron construction
Semi-open cast iron impeller
Stainless steel rotor shaft
Dual shaft seals
Single float, mercury free level control

 Additional mounting clamp provided for optional switch mounting to pipe

• Fully adjustable pumping range

• 2" FNPT threaded discharge with 1-1/2" FNPT flange provided

 Quick-disconnect power cord -25' length standard

> Available in automatic and manual models





Dual Sized Discharge 1-1/2" or 2"

innovate. evolve.

FL100-Series Technical Specifications

External Construction:

Pump Volute – Gray iron casting class 25 Pump Legs – Gray iron casting class 25 Motor Cover – Gray iron casting class 25 All casting shall be powder coated for corrosion resistance prior to assembly.

Motor:

Submersible 3450 RPM, oil filled and hermetically sealed. Class B insulation rating. FL100 only 17-4 PH Stainless steel. Thermally protected – single phase models. Three phase models shall have overloads incorporated into the control panel, properly sized for the horsepower and amperage of the pump.

Impeller:

Semi-open design. Cast iron construction.

Dual Shaft Seals:

FL100-Series feature upper unitized carbon ceramic and lower Viton double lip.

Fasteners:

All fasteners shall be 300-series stainless steel.

Power Cord:

25' length standard. Quick-disconnect design allows easy field replacement. (35' and 50' available on 3-phase)

Level Control:

The pump shall be controlled by a wide angle mechanical float sealed in a PVC housing. The float shall have a series plug for manual by-pass operation.

A water-stop seal shall be incorporated into the cord entry to eliminate potential water wicking into the switch. An adjustable clamp is provided for optional pipe mounting of the float.

Discharge:

2" FNPT with 1-1/2" FNPT cast iron flange provided.

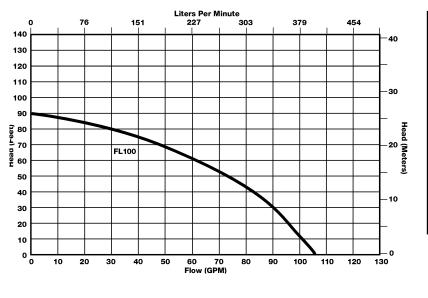
Maximum Fluid Temperature:

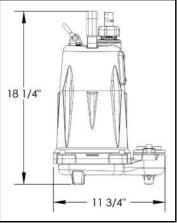
104° F (40° C) Continuous Duty 140°F (60° C) Intermittent

Models	hp.	Volts	Phase	Amps	Discharge	Automatic	Cord Length	Wgt. Lbs.
FL102M-2	1	208-230	1	12	1-1/2" & 2"	No	25'	71
FL102A-2	1	208-230	1	12	1-1/2" & 2"	Yes	25'	72
FL103M-2	1	208/230	3	9	1-1/2" & 2"	No	25'	71
FL104M-2	1	440-480	3	4.5	1-1/2" & 2"	No	25'	71
FL105M-2	1	575	3	3.3	1-1/2" & 2"	No	25'	71

NOTE: 3-phase models require a control panel for automatic operation. See control panel literature for complete specifications on panels. 35' and 50' cord options available on 3-phase models. Add "-3" suffix or "-5" suffix to model number. Example: FL103M-3 for 35' cord, FL103M-5 for 50' cord.

60 hz Performance Curve FL100-Series







Specifications subject to change without notice.

Liberty Pumps • 7000 Apple Tree Avenue • Bergen, New York 14416 • Phone 800-543-2550 Fax (585) 494-1839 www.libertypumps.com EZ SERIES[®] IN-SITE[®] CL BLUETOOTH[®] SINGLE PHASE SIMPLEX Data Logging Panel with Bluetooth[®]



Reg. Cdn Pat. & TM Off C-Level™ Sensor US Patent No. 8,336,385; 8,567,242; 8,650,949

In-Site to On-site Just Got Easier!

00049H Rev 03/21 2020 SJE, Inc. All Rights Reserved, JE Rhombus is a trademark of SJE, Inc

The EZ Series® In-Site® CL simplex control panel is designed to control one 120, 208, 240 VAC single phase pump in water and sewage installations. This innovative data logging control panel features a wireless Bluetooth® connection for your smart device, allowing safe and secure access in all weather conditions. Now there is no need to open the panel for configuration, viewing status or downloading data using the EZ InSite® Connect App.

The EZ InSite® Connect App allows you to view real time data from your smart device including pump run times, cycle counts, alarm conditions, HOA settings, power outages, tank levels, service calls and more! All system data (up to 4000 system events) can be downloaded and analyzed using our exclusive Insite Reporting software. This software formulates system data for you, creating reports quickly and easily so system conditions can be identified and corrected.

The panel utilizes the C-Level[™] sensor for continuous level monitoring. It senses the level in the tank and sends a signal to the panel. C-Level[™] CL40 sensor operating range is 3-39.9 inches (7.6-101.3 cm); C-Level[™] CL100 sensor operating range is 3-99.5 inches (7.6-252.7 cm).

The compact redesign (10" x 8" x 4") of this panel is ideal for residential applications. The innovative internal design of components and integral mounting tabs make installation quick and simple. Includes integral padlockable latch for added safety. The panel can be converted to demand or timed dose in the field.

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COMPONENTS

- Enclosure base measures 10 x 8 x 4 inches (25.4 x 20.32 x 10.16 cm); NEMA 4X enclosure (ultraviolet stabilized thermoplastic with integral mounting tabs for outdoor or indoor use) includes integral locking latch as standard
- 2. Red LED beacon provides visual check of alarm condition
- 3. Circuit breaker provides pump power disconnect and branch circuit protection
- 4. Safety cover with touch safe design
- 5. C-Level[™] Sensor/float connection terminal block
- 6. Incoming control/alarm power & pump power terminal block
- 7. Control Power indicator light
- 8. Float Status indicator lights
- 9. Pump Run indicator light
- 10. Pump manual run switch
- 11. Tank level indicator
- 12. Bluetooth® wireless module
- 13. Ground lug(s)
- 14. Auxiliary alarm Indicator

NOT SHOWN: Exterior Alarm Test/Silence Switch allows horn and light to be tested and horn to be silenced in an alarm condition. Alarm automatically resets once alarm condition is cleared.

Alarm Horn provides audio warning of alarm condition (83 to 85 decibel rating).

Note: Schematic/Wiring Diagram and Pump Specification Label are located inside the panel.

www.sjerhombus.com • Toll Free 888-342-5753

in

EZ SERIES[®] IN-SITE[®] CL Bluetooth[®] Single Phase Simplex - Demand or timed dose, C-Level[™] sensor controlled system for pump control and system monitoring with Bluetooth[®] wireless module.

			1 ALARM		1 starting	PUMP FULL	4	C FLOAT SWITCH	3A4A6A10E30A
PANEL	TYPE		PACKAGE	RATING	DEVICE	LOAD AMPS	DISCONNECTS	APPLICATION	OPTIONS (LISTED BELOW)
CONTROL PANEL	1	EZI							
MODEL TYPE	1	S	Simplex (i	ncludes Options	3A4A6A10E30	A as standard)			EZI Simplex Base Price
ALARM PACKAGE	1	1	Alarm Pac	kage (includes	test/silence swi	tch, red light, & h	norn)		Alarm Daskaga
ENCLOSURE RATIN	G 🗸	W	Weatherp	Neatherproof, NEMA 4X (engineered thermoplastic)					Alarm Package
STARTING DEVIC	 ✓ 	1	120/208/2	20/208/240V					Enclosure Rating
		0	0 - 7 FLA					μ	
PUMP FULL LOAD AMPS		1	7 - 15 FLA					ST ST	Starting Device
LOAD AIMI O		2	15 - 20 FL	Ą				RK K	
PUMP DISCONNEC	rs 🗸	4	Circuit Bre	aker				0	Pump Full Load Amps
FLOAT SWITCH APPLICATION	~	С	C-Level™ S	Sensor (select O	ption 24 or 29 b	elow)		N DN	Pump Disconnects
								<u>с</u>	

PRI

Float Switch Application

Total Options

TOTAL LIST PRICE

NOTE: Pump down applications only. Industry practices suggest that a secondary device, such as a float switch, be used for redundant activation of the high level alarm and pump shut off.

	OPTIONS	DESCRIPTION		OPTIONS	DESCRIPTION
1	3A	Alarm Flasher (Included as standard)		24G	C-Level [™] CL40 Sensor with 8' Vent Tube and 20' Cord
	3E	High Water Alarm Float (must also select Option 17)		24H	C-Level [™] CL40 Sensor with 8' Vent Tube and 40' Cord
1	4A	Redundant Off (Included as standard)		24P	C-Level [™] CL40 Sensor with 4' Vent Tube and 100' Cord
	4D	Redundant Off Float (must also select Option 17)		24R	C-Level [™] CL40 Sensor with 8' Vent Tube and 100' Cord
1	6A	Auxiliary Alarm Contact, Form A (Included as standard)		24X	No C-Level [™] CL40 Sensor
1	10E	Lockable Latch - NEMA 4X (included as standard)		29A	C-Level [™] CL100 Sensor with 10' Vent Tube and 20' Cord
	17G	SJE MilliAmpMaster™ / Pipe Clamp (per Float) - Mechanical		29B	C-Level [™] CL100 Sensor with 10' Vent Tube and 40' Cord
	17H	SJE MilliAmpMaster™ / Externally Weighted (per Float) - Mechanical		29C	C-Level [™] CL100 Sensor with 10' Vent Tube and 100' Cord
	24E	C-Level™ CL40 Sensor with 4' Vent Tube and 20' Cord		29X	No C-Level [™] CL100 Sensor
	24F	C-Level™ CL40 Sensor with 4' Vent Tube and 40' Cord	\checkmark	30A	Bluetooth® Wireless Module (included as standard)

California Prop 65 requires the following: 🛝 WARNING Cancer and Reproductive Harm - www.P65Warnings.ca.gov



PIONEER PARK - SEPTIC SYSTEM REPLACEMENT PROJECT REQUEST FOR QUOTATIONS SEPTEMBER 26TH 2022

APPENDIX "C"

ATTACHED AS NEXT PAGE



CERTIFICATE OF INSURANCE

STANDARD CERTIFICATE FORM

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that the insurer endeavor to provide <u>cancellation or reduction</u> in coverage, but failure to do so does not place any liability on the insurer.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This certificate is issued to:

Regional District of Okanagan-Similkameen 101 Martin Street, Penticton, BC, V2A 5J9

Insured:

Address:

Name:

Broker:

Address:

Name:

Agent's Name:

Phone:

Email:

Location, Project No. and nature of agreement/contract, permit, lease, license or operation to which this Certificate applies:

Mandatory Particulars of General Liability Insurance (see Section 1): 🗵 indicates that the coverage is included:

☑ Premises & Operation

- 🗵 Blanket Contractual
- I Cross Liability/Severability of Interests
- Contingent Employer's Liability
 Regional District of Okanagan-

Similkameen, added as Additional Insured

- ☑ Owners & Contractors Protective
 ☑ Occurrence Property Damage
 ☑ Personal Injury
- Personal Injury
- Coverage is Primary and not contributory

Broad Form Products & Completed

☑ Non-Owned Automobile☑ Broad Form Property Damage

Reviewed:

Broker	
Initials	

Additional Particulars of General Liability Insurance (see Section 1): 🛛 indicates that the coverage is included.

 Use of explosives for blasting Vibration from pile driving or caisson works. Broad Form Tenants Legal Liability Volunteer as Additional Insured Attached Machinery 	□ Intentional Injury □ Advertising Liability □ Host Liquor Liability □ Intentional Injury □ Injury to Participants (sporting events)	 Non-owned watercraft liability Watercraft Liability Work below ground level over 3 meters (XCU extension) 	
Removal or weakening of support of property, building or land whether the support is natural or otherwise		Reviewed: Broker Initials	

Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
Section 1		From:	Bodily Injury, Death & Property Damage
Comprehensive/ Commercial General Liability (See Particulars on Page 1 marked with an X)		То:	\$ Per Occurrence \$ Aggregate \$ Umbrella Limit \$ Excess Limit \$ Deductible MINIMUM PER OCCURRENCE \$5,000,000
Section 2: indicates that the coverage is included. Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage Reviewed: Broker
Section 3: I indicates that the coverage is included. Contractor's Equipment:		From: To:	Reviewed: Broker \$ Limit Initials \$ Deductible
Section 4: indicates that the coverage is included. Professional Liability Claims Made Basis		From: To:	Reviewed: Broker initials \$ Per Occurrence \$ Aggregate \$ Deductible Per Claim, minimum \$50,000
□ Coverage Primary and not contractual			
Section 5: indicates that the coverage is included. Builder's Risk:		From: To:	\$ Limit Broker \$ Deductible \$ Deductible □ Regional District of Okanagan-Similkameen, added as Additional Insured
Section 6: I indicates that the coverage is included. Other:		From: To:	\$ Limit Reviewed: \$ Deductible

The Insurer confirms the above details are accurate and reflect the Insured's coverage. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

(Authorized to Sign on Behalf of Insurers)

Date Signed

Date Signed

PIONEER PARK - SEPTIC SYSTEM REPLACEMENT PROJECT REQUEST FOR QUOTATIONS SEPTEMBER 26TH 2022

APPENDIX "D"

SAMPLE CONTRACTING SERVICES AGREEMENT

ATTACHED AS NEXT PAGE

CONTRACTING AGREEMENT

THIS AGREEMENT made the _____ day of _____2022.

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 services and the Contractor has agreed to provide consulting services subject to the hereinafter terms and conditions.

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:

As described in the RFQ document and Proposal for the design and construction work involved....

SECTION 1. INTERPRETATION

- 1.1 For purposes of this Agreement, except as otherwise expressly provided:
 - 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 Okanagan Falls 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 subconsultants 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 subconsultants and sub-contractors, their employees and agents, as if such sub-consultants and subcontractors, 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:
 - 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.
 - 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.
 - 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 ______.

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) 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	Corporate seal
Authorized Signatory	

SCHEDULE A: REQUEST FOR PROPOSALS

SCHEDULE B: SUBMITTED PROPOSAL

DRAFT