



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

for the

PENTICTON ORGANICS PROCESSING CENTER

AUGUST 2023

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
PENTICTON ORGANICS PROCESSING CENTER

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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen is requesting the submission of proposals from qualified proponents for the pre-design, detailed design, permitting, tender development, and contract administration including inspection and commission in order to build a composting facility at 1313 Greyback Mountain Road in Penticton.

1.2. BACKGROUND

In order to further divert wastes entering the landfill, our Solid Waste Management Plan (SWMP) has identified organics diversion as the primary means of achieving this goal. Food waste and other organic materials accounts for approximately 40% of waste going to landfills according to Regional District Waste Composition Studies. Further, the City of Penticton's Climate Action Plan has identified 14% potential reduction in the generation of Green House Gases (GHGs) by introducing food collection.

A series of siting studies have taken place and the Regional District purchased an 80 acre parcel at 1313 Greyback Mountain Road with the aim of establishing an Organics Treatment and Processing facility. The RDOS then applied for and received a grant for \$10,984,380 for the construction of an Organic Processing facility with works to be completed by March 31, 2025. Originally, the project was to process Food, Yard and Biosolids into compost.

The property cited for the project is partially within the Agricultural Land Reserve (ALR), and in 2020 an application was submitted to the ALC to exclude all of the property from the ALR. Unfortunately, the ALC rejected our application for the exclusion of the southern portion of 1313 Greyback Mountain Road, so construction on the northern portion of the property is still available albeit limited. Given the limited space requirements a new series of design concepts were developed to ensure the project feasibility. These concepts and previous reviews have been provided as background information. The concept that has been reviewed and approved by the Board is Option 3 as described within the AECOM Tech Memorandum, Organic Waste Composting Facilities- Conceptual Designs – May 25, 2023. The new design includes the composting of yard and food waste, but does not include biosolids. The RDOS will be applying to ALC to see if a non-farm use for biosolids composting will be permitted on the remainder of the property .

The RDOS also leases the landfill lands immediately adjacent to subject property. Use of these landfill lands East of Spillar Road are available as part of this project for storage, access, power, and water. As the landfill predates the ALR, full use of these lands is permitted.

Of critical importance to the success of this project will be ensuring that:

- The odours that could affect neighbouring residents are minimized
- Capital costs are within reason and affordable.
- The design considers operational costs and operational efficiencies. The net present worth for the lifecycle of the project should be considered when making design decisions.
- The availability of water should be determined early in the process. While there are two well locations on site and a natural spring, the site is located on a rock aquifer. There is no municipal water main immediately adjacent to 1313 Greyback Mountain Road.
- The design and procurement process is completed in a timely fashion
- Both the pre-design and detailed design of the food and yard waste composting facility, need to accommodate a future phase of construction at 1313 Greyback Mountain Road for a Biosolids composting facility. Where infrastructure in phase 1 (food composting) should accommodate phase 2 (biosolids composting) where practical. Further, the pre-design for phase 2 will be used to make application to the Agricultural Land Commission for a non-farm use.

1.3. SUPPORTING DOCUMENTATION

The following material is available as attachments to this RFP document to assist in the preparation of Proposals.

Tetra Tech, Organic Waste System Assessment, July 12, 2022

AECOM Technical Memorandum, Organic Waste Composting Facility, May 25, 2023

We have digital orthorectified drone imagery of the subject area with a XY resolution of 0.1m per pixel, with mean vertical error below 0.1m. The data is projected in NAD 1983 UTM Zone 11N. There are 8 ground control points (GCPs) available onsite.

To receive these documents and reports, please email attention Michelle Goldsberry at solidwaste@rdos.bc.ca

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

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

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

**Andrew Reeder, P.Eng.,
Sr. Manager Solid Waste
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

**Or email a copy of the proposal:
Attention Andrew Reeder at Solidwaste@rdos.b.ca**

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

TIME: 2:00 pm Local Time
DATE: Thursday, September 14, 2023

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

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

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

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

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum at the Regional District's option.

Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Andrew Reeder,
250 490-4131
areeder@rdos.bc.ca

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

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

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

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“Work” means and includes anything and everything required to accomplish the project in accordance with this RFP and Proposal.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A person authorized to sign on behalf of the Proponent must sign the Proposal.

3.3. PROPOSAL PREPARATION COSTS

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

3.4. PROPOSAL EVALUATION

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

Appendix A contains the information regarding how Proposals will be evaluated.

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

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,

- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.5. PROPOSAL PRESENTATION

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

3.6. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

3.7. NO OBLIGATION TO PROCEED

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

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

3.8. NEGOTIATION WITH PREFERRED PROPONENT

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

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

3.9. ACCEPTANCE OF PROPOSAL

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

The expected attachments to the agreement will include the Request for Qualifications and the Proponent's submission, the Request for Proposal, the Proponent's Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, not is it comprehensive or exhaustive.

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

3.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

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

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

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

3.12. CONFLICT OF INTEREST

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

3.13. NO COLLUSION

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

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

Proposal.

3.14. 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.

3.15. LITIGATION

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

4. GENERAL PROPOSAL CONTENT

4.1. CONSULTANT INFORMATION

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

The Proposal shall include the following endorsement:

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

- **REFERENCES:** The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about

the performance of the Proponent in delivering the works or services for the experience cited.

- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Consultant and project team. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule and budget.

4.2. SUBCONTRACTORS AND SUBCONSULTANTS

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

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

4.3. METHODOLOGY

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. The methodology must discuss how the Work will be completed that is listed in Scope of Work. Include other items identified and what services or interaction is required from/ with the Regional District.

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

4.4. SCHEDULING

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

4.5. FEES AND DISBURSEMENTS

The Proposal shall contain a breakdown of fees by task.

4.6. PROPOSAL CONTENT & INNOVATION

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

4.7. SAFETY REQUIREMENTS

During completion of the work, the Consultant is required to meet or exceed at all times, any requirements as detailed at the place of Work, which includes but not limited to all OHS regulations

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

4.8. WORKERS COMPENSATION ACT

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

5. PROJECT WORK

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

The selected Consultant 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. The intent of the project is design, provide procurement, construction management and commissioning services in order to construct an organics composting facility by March 31, 2025.

5.1. SCOPE OF PROJECT WORK

GENERAL DESIGN REQUIREMENTS AND CONSIDERATIONS

The project will include the following general tasks, as necessary:

- Review relevant background information and other data pertinent to site conditions;
- Perform necessary field work, stakeholder interviews and site investigations to complete the required analysis and reporting;
- Perform a site characterization including a review of geology, hydrogeology and climate as well as a detailed water budget analysis;
- Determine water availability of onsite and offsite availability
- Develop drawings as needed.
- Consideration in designs for the capital costs and operational costs of infrastructure

The consultant shall consider the following in the pre-design, design and tender specifications of the project:

(i) Constructability

- Consider the impacts of construction on the residents surrounding the proposed works and reduce these impacts as much as possible. Traffic impacts, visual, noise, dust and general nuisance impacts shall be considered.
- Consider the methods of construction necessary to construct the works designed, and the costs of these methods.

(ii) Structural, Mechanical, Electrical, and Geotechnical

- Comply with current building, mechanical, electrical, structural and all other applicable code requirements and standards.
- Consider the existing, electrical, structural and mechanical equipment that must be integrated or upgraded to accommodate the proposed works.

(iii) Safety and Security

- Ensure new and upgraded works meet Worker's Compensation Board Occupational Health and Safety Regulations.

(iv) Drawings:

- All drawings shall use SI units throughout.
- All drawings shall use Geodetic datum and NAD 1983 UTM Zone 11N,
- Drawings shall be drawn and saved in DWG format, and shall meet standards acceptable to the Regional District's Geographical Information Systems (GIS) department.
- All drawings shall also be provided in PDF format.
- All drawings shall be signed and sealed by a Professional Engineer registered in the Province of British Columbia.
- Three (3) hard copies and one DWG and PDF copy of all the Record Drawings.

(v) Operation and Maintenance

- Strive to achieve a high level of energy efficiency throughout the selection of components and facility function.
- Ensure that all systems designed can be easily monitored, maintained and operated. Consultation with Regional District in the pre-design and design process will be necessary.

(vi) Timing

- Project timing is tight where the project in part is grant funded and the project in its entirety should be completed by March 31,2025. This that tender award should be completed by March 2024 to allow enough time for construction.

5.2. PRE-DESIGN

A report must be created and submitted to the Regional District, the local Ministry of Environment office, and other identified stakeholders for approval.

As part of the consultant's proposal, the consultant should identify the steps the consultant envisions in order to ensure that the design will meet the Regional District's needs and to be

affordable.

Gather and review all available information required to complete this project from past reports, other utilities, specific provincial mapping details, Regional District development procedures bylaws and the like.

Conduct any survey work as required for design and layout. Use existing air photos and survey benchmarks as needed.

Liaise with the Regional District Information Services Department to ensure the required data formats are received at the end of the project.

Identify all permits and approvals that must be applied for and prepare the necessary applications for submission by the Regional District to any and all regulatory agencies and third party utilities for approvals.

Prepare an Environmental Overview Assessment due to the proximity to ---- Lake and other sensitive land use designations along the project work.

Relevant environmental legislation such as but not limited to the large lake protocol, BC Wildlife Act, BC Water Sustainability Act, BC Weed Control Act, BC Environmental Management Act, BC Heritage Conservation Act, Fisheries Act, Species at Risk Act, and the Migratory Birds Convention Act.

Prepare an Archeological Overview Assessment if required.

In order to finalize a design, the consultant shall early in the process shall develop enough information in order to participate in a Value Analysis. The consultant shall bill at an hourly rate under a separate P.O. for the time and any accommodations required to meet the recommendations of the Value Analysis. The consultant shall use all available information and shall include information from both the Tetra Tech and AECOM technical, but will check the costs and assumptions. A series of design concepts with capital and operational costs have been developed. The availability and quantities of water onsite were not available during the development of the design concepts provided. Well drilling, test pits and geotechnical information have not been fully developed. Further, tonnages of feed stock have not been analyzed to determine storage requirements. Feed stock timing will be important in determining and confirming water requirements, and size requirement as well as storage requirements. The refined design concept will include access road and scale layout and refine any changes to the preferred concept. Once, the consultant has completed these reviews and is ready to put forward a pre-design, the RDOS will arrange to undertake a value analysis.

The design should include access and egress to the site and an automated scale with bypass. The design concept will need to be reviewed with staff, but it is anticipated that the residential sale of compost will take place at the Campbell Mountain landfill and commercial sales at 1313 Greyback. Further, it is anticipated that commercial drop off yard and food waste from collection service will take place at 1313

The consultant shall put together a design brief in order to move forward with a Value Analysis. The consultant shall provide the RDOS with three weeks' notice as to when they expect the design brief to be ready and delivery of the design brief one week in advance of the Value Analysis meeting(s).

5.3. VALUE ANALYSIS

The RDOS will hire an independent firm in order to complete a Value Analysis on the project scope with intention of affirming the best lowest cost solution. Please allow for three weeks for results from the start to finish in your timeline.

The Value Analysis is intended to take one to two meetings after which a report summarizing the comments and direction from the team will be provided within two weeks of the meeting. The Value Analysis (VA) will involve experienced members of the composting industry including designers, operators and owners. The goal of the value analysis will be to affirm the best lowest cost solution using life cycle costing, operability water availability, and expandability, while ensuring superior odour control.

The consultant shall modify the report as necessary to accommodate any required changes, and make submission to the province for required permissions to construct and to operate the facility.

The consultant should include but not necessarily limited to the following in their pre-design report:

- Project Description
- Assessment of the existing facilities/infrastructure in the context of the aforementioned improvements.
- Investigate any alternatives, evaluate and provide recommendations. Determine the best option for both process and life cycle costs.
- Design criteria for all disciplines, including geotechnical, civil, structural, mechanical, electrical, HVAC, SCADA controls and telemetry, architectural, landscaping and operator safety.
- Identification of environmental issues, timing and mitigation measures
- Preliminary equipment sizing and ratings
- Facility layout plans, and general structural arrangement
- Electrical single line drawings, control, process and instrumentation diagrams
- Design and Construction Schedule
- Traffic Design
- Class C capital cost estimates and corresponding Operations and Maintenance costs estimate.

Before proceeding to detailed design, the available options regarding right-of-ways and easements to allow for vehicle access and pipe connections to the site need to be determined. Depending on requirements of the landowners, the design may need to be modified. This task will be important for refining the cost estimate.

5.4. DETAILED DESIGN

The consultant shall include but not necessarily limited to the following in their detailed design:

- Review and approval of all Preliminary/ Pre-design reports as well as the review of all reference material and geotechnical information.
- All detailed surveying and data collection necessary to complete the detailed design and supplement the pre-design.
- Obtain all environmental, transportation and all necessary government agency approvals to complete the construction of the aforementioned works.
- Prepare a detailed traffic control plan as required, showing detour routes, land and road closures and signage and/or other traffic control devices required during construction.
- Acquire any additional geotechnical investigations necessary to complete the designs.
- All power designs necessary to supply power to the facility.
- Produce drawings, specifications and contract packages in order to tender the project after acceptance by the Regional District. Drawings and specifications will accurately depict the design, constructability, safety concerns (i.e. WCB), and environmental issues.
 - Determination of estimated space location and requirements that will be needed for the storage, curing and processing of composting materials based on the expected volumes of organic wastes.
 - Provide details on water use and a detailed design for any water infrastructure construction and related appurtenances for onsite water storage.
 - Detailed layout for all composting infrastructure including equipment and feedstock storage.
 - Design of leachate containment and collection system for the windrowing including details on how the leachate can be used or disposed of onsite.
 - Design of any liners or containment structures required.
 - It is expected that the Proponent will submit drawings at predesign, 50% detailed design, and 90% detailed design to the Regional District for review and comment. The Regional District will provide comments in a timely manner as to not affect the project schedule. Provide revised cost estimates at each phase of design. Estimates at 50% completion should be (+/- 20%), and at 90% (+/- 10%)
 - Final documents to be sealed by the Engineer-of-Record per EGBC requirements.

5.5. ENVIRONMENTAL REPORT

The Consultant/Contractor is required to track all fossil fuel consumption for each calendar year throughout the entire project. The Consultant/Contractor shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous year's usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request, the Regional District will supply a sample template for reporting fuel use.

The Proposal shall confirm the Consultant/Contractor will meet this requirement.

Electronic copies shall be provided in PDF format and/or MS Word and Excel.

5.6. SAFETY PROCEDURES

Prior to the start of the project, the successful Proponent is required to supply the Regional District with their safety procedure manuals. During the progress meetings, safety issues must be discussed and addressed.

5.7. TENDERING

The tender documents are to provide all specifications, schedule, workmanship, testing & reporting requirements and all other requirements including the protocol for the assumption of responsibility for any pre-purchased equipment and the commissioning of the finished project.

The tender documents shall also address the issue of contractor performance, which shall be based upon discussion and agreement with the Regional District during the design process and shall consider operational risks and/or additional costs to the Regional District in the event of late completion.

Tendering services will be provided as follows:

1. Submission of appropriate draft tender documents to the Regional District for review and comment.
2. Complete edits to the tender document as required from the reviews.
3. Preparation of document for tender advertisement. The Regional District will post the advertisements.
4. Provide a complete set of final tender documents in digital format plus 5 hard copy sets to the Regional District for tendering of the project.
 - a. The Regional District will manage the issue of tender documents and will also receive and record tender submissions
5. The Consultant will chair a mandatory pre-tender meeting for the project at the project site.
6. Provide tender administration services including, but not limited to, responding to tender

questions, issuing addenda, and preparing tender evaluation memo for award recommendation.

7. Preparation of contract documents for the Regional District and the successful Contractor.

5.8. CONSTRUCTION PHASE

Provide all construction services as required including, but not limited to, contract administration and inspection services. Provide all necessary supervision to successfully conclude the project and bring the new Works into service.

Construction Services

- Contract Administration following the signed contract documents and terms.
- Coordinate execution of the Contract commencing with issue of the notice to proceed.
- Hold a pre-construction meeting with the Owner, Contractor and Engineering team.
- Chair weekly construction meetings and record and distribute minutes within 48 hours complete with action items and responsibilities.
- Provide advisory services with respect to interpretation of the Contract and oversee schedule and performance.
- Review and make recommendations on progress draws.
- Coordinate with the Regional District and the Contractor and external agencies.
- Follow Regional District and industry standards (AWWA) throughout the project for materials supply, installation procedures and testing of materials and facilities.
- Provide an estimate of hours and rates for the above contract administration services proposed to be provided for the given 6-month construction period. Actual payment will be based upon a pro-rated weekly payment commencing on date of issue of the notice to proceed and concluding on the date on which total performance is achieved.
- The Regional District understands that estimating a construction period timeframe and amount of work required is difficult at this stage of the project.
 - For the purposes of the Proposal assume construction will require approximately six months and will require a full-time resident inspector services.
 - Any updates required after design completion due to variations will be discussed prior to tendering of the construction contract(s).

5.9. COMMISSIONING

The commissioning of the works will involve the provision of technical and administrative services in support of the project close-out. The Scope of Work for the Commissioning of the Works will include, but not be limited to the following tasks:

- (i) Provide the services of a process specialist or specialists to oversee all confirmation and commissioning activities and start up of new equipment. The specialist(s) shall be onsite as required during this period.
- (ii) Oversee system start-up and initial operator training program.
- (iii) Prepare Operations and Maintenance manuals including detailed operating and maintenance procedures for all components of the treatment plant and lift stations. Further, a suggested maintenance program shall be provided.
- (iv) Record drawings shall be prepared and submitted within sixty (60) calendar days from the date of substantial completion as specified under submissions. Provide five (5) hard copies of Record drawings and one digital copy as specified under “Design Requirements and Considerations”.
- (v) Provide and ensure all final certifications have been completed.
- (vi) Prepare “Construction Record Report” consisting of a minimum of:
 - Contract award summary
 - Contract financial summary, final cost summary
 - Meeting notes and progress reports
 - QA/QC test results
 - Construction photographs
 - Warranty and maintenance period issues

5.10. SCHEDULING

The Proposal shall contain a work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverable for each of the required tasks, including any proposed meetings. The entire project should be aimed to meet the grant deadline of March 31, 2025

5.11. PROJECT MANAGEMENT

Provide project management services throughout all project phases in cooperation with the Regional District project manager. Items required during the performance of the work include the following, at a minimum:

- The Consultant shall manage the project schedule, resources and budget very closely through

all phases of this Work. To facilitate Project Management, the Consultant shall identify specific milestones, generate action plans, set completion dates of the various milestones, track the progress of each task and indicate how budget control is to be exercised.

- Deliverable: The Consultant shall provide written reports to the Regional District summarizing the progress to date in comparison to the baseline schedule, project constraints, delivery dates, outstanding items, project budget, and any corrective actions that will be implemented to maintain the approved schedule.
- Consultant shall identify any equipment for which pre-purchase by the Regional District would be recommended to meet the schedule requirements.

5.12. POST-CONSTRUCTION / CLOSEOUT PHASE

- Prepare all record drawings based on actual construction within one month of Total Completion of the construction works.
- Prepare all operations and maintenance documentation required.
- Preparation of a commissioning report detailing out the changes made during construction and commissioning that varied from the predesign report or detailed design.
- Complete project close-out, including a debrief meeting to review project as a whole.

The above list of phases and tasks presented in the last three sections are not all inclusive of items required for completion of the Work. Any items not listed, but are required based on your expertise; please ensure they are included in the Proposal.

Regional District may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing an Agreement.

6. REPORTING REQUIREMENTS

Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, project management information and tracking, assessments and other documents created for the purpose of this project, will be provided on a memory stick to the Regional District. Some specific reporting requirements are detailed in the following sections.

6.1. DOCUMENTS

Biweekly written status updates to the Regional District project manager will be required throughout the entire project through email or memo. At critical points in the project, the updates may be required weekly.

The Regional District will require fully editable electronic copies of the draft and final packages in formats that are compatible with the software available at the Regional District (i.e. Microsoft Word

and Excel, PDF files). The files will not be password protected.

All finalized reports must be submitted in two hard copies as well as provided electronically. Draft reports can be reviewed electronically and do not require hard copies.

Security settings on all final documents/drawings must not prevent copying text or graphics or extracting/adding pages. The files will not be password protected.

7. FEES AND DISBURSEMENTS

The Proposal shall specify a maximum or upset fee up to and including the completion of the all works aside from the construction services. The maximum costs or upset fees will include all taxes, labour, equipment, sub-consultant expenses, permits, approvals and disbursement costs.

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

An estimate of cost for tendering services and construction services shall be identified in the proposal. Include identification of all work that would be required by the Regional District.

For tendering services, the estimate shall include a lump sum amount for tender document preparation and the entire tendering process up to recommendation of award and contract document preparation. Advertising costs for tendering will be the responsibility of the Regional District.

Construction services estimate should be provided in a weekly breakdown format that includes all appropriate staff and equipment fees.

A schedule of hourly rates for all personnel, equipment and disbursement rates (includes transportation expenses) for the project shall be included in the Proposal. The rates provided in the Proposal shall remain at these set rates through the entire design and tendering phases.

Any increase in the hourly rates provided for work during the construction and close-out phases of the project can only be negotiated prior to the end of tendering, at the beginning of the construction phase. Once the tender has been awarded, no consideration will be given to an increase in hourly unit rates for the remaining project work.

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

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.

APPENDIX "A"

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: PENTICTON ORGANICS PROCESSING CENTER			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	10	
	Experience of firm and project team members	10	
	Past Performance / References	5	
	Resources	5	
Proposal (30-50 points)	Scope	5	
	Methodology	25	
	Scheduling	10	
	Project Team - Level of Effort	5	
	Clarity of Proposal	5	
	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Price (20-50 points)	Proponent + Proposal + Price Scores	100	
Total Score			

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

Proponent Evaluation

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

Proposal Evaluation

- (i) **Scope**
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) **Methodology**
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) **Scheduling**
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference) Are problems or delays accounted for? Is timing realistic for the project?
- (iv) **Project Team**
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (v) **Clarity of Proposal**
Is the Proposal clear, concise, and logical?
- (vi) **Total Price**
Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

APPENDIX "B"

SAMPLE CONSULTING SERVICES AGREEMENT TERMS

SECTION 1. INTERPRETATION

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

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

SECTION 2 CONSULTANT'S DUTIES

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

is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.

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

SECTION 3 FEES AND DISBURSEMENTS

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

SECTION 4 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

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

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

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

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

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

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

SECTION 5 SPECIAL TOOLS AND EQUIPMENT

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

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

- 5.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.

SECTION 6 SUB-CONSULTANTS AND SUB-CONTRACTORS

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

SECTION 7 TERMINATION AND SUSPENSION

By the Regional District :

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

- (g) there is a change in the personnel referred to in Schedule “B” herein without the prior written approval of the Regional District.

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

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

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

7.4 The Consultant shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Consultant or prepared by the Consultant in regards to the Services.

7.5 The Consultant agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Consultant from any obligation under this agreement or imposed upon the Consultant by law in respect of the Services or any portion of the Services that the Consultant has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.

By the Consultant :

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

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

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

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

SECTION 8 INSURANCE AND INDEMNITY

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

SECTION 9 ARBITRATION

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

SECTION 10 INDEPENDENT CONTRACTOR

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

SECTION 11 WAIVER

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

SECTION 12 RECORDS AND AUDIT

12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.

12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

SECTION 13 SUCCESSORS AND ASSIGNS

13.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns, as the case may be.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

SECTION 14 COMPLIANCE WITH LAWS

14.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.

14.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

SECTION 15 TERM

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

SECTION 16 ENTIRE AGREEMENT

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

SECTION 17 NOTICE

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

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

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

SECTION 18 TIME OF THE ESSENCE

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

SECTION 19 EXECUTION

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

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

SECTION 20 ELECTRONIC MAIL

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