

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR QUOTES

SIMILKAMEEN REC CENTRE PARKING LOT UPGRADES

APRIL 26th 2023

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen (RDOS) is requesting submission of quotations and timelines for the upgrades to the Similkameen Recreation Centre parking area. The purpose of the project is to improve the parking lot drainage and improve accessibility by installing an asphalt pathway.

1.2. BACKGROUND

The Similkameen Rec Centre is located within the Village of Keremeos at 311 9th Street. This project is phase one of a Landscape Masterplan which the RDOS plans to execute over the next several years. The Rec Centre is an important facility for the Village of Keremeos, as well as the surrounding Electoral Area B and G, as it houses a variety of recreation and community focused events.

2. SCOPE OF WORK AND SCHEDULE

2.1. SCOPE OF WORK

The intent of this contract is to identify a qualified and experienced contractor to complete the work as outlined in the Civil Design Plans, attached as Appendix A, as well as Appendix B which displays the underground conduit requirements (future irrigation).

The Contractor will provide all equipment, manpower, tools and supplies necessary to complete the general scope which will include but not limited to:

- General Requirements
 - Confirm subsurface utility locations (BC 1 Call)
 - Pre-construction survey/layout
 - Supply and installation of parking signage
 - Adjustment of man hole rim heights
- Installation of an asphalt pathway (~205m in length at 1.8m wide)
 - Base Prep
 - Supply and install of compacted granular base 150mm - 19mm to 95% SPD
 - Supply and installation of asphalt 50mm thick
 - Supply & install of parking curbs (see spec in Appendix A)
 - Supply & install of roadside barriers (see spec in Appendix A)
- Earthwork (regrading of existing parking area)
 - Dust control
 - Clearing and grubbing
 - Excavation and fill
- Electrical
 - Supply & Install of conduit, junction boxes & sleeves
 - Min depth 900mm to center of conduit
 - Max Depth 1200mm to center of conduit
 - 315 LM of trenching for conduit. Trenches will hold a combination of 50mm & 75mm conduit.

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- Road and Site Improvements
 - Supply & install of (all to 95% SPD.)
 - Granular subbase
 - Granular base,
 - Granular surfacing aggregate
- Irrigation
 - Installation of subsurface conduit for future irrigation
 - Supply and install of conduit, valve boxes and 12 gauge irrigation wire
 - 194LM of trenching for conduit.
 - Trenching to be min 450mm in depth

2.2. SCHEDULE

For scheduling purposes, the intent of the RDOS is issue notice of award in May of 2023, and require a Completion Date by end of August 2023. The Proponent shall propose a work schedule using these dates when preparing the quotation.

3. INSTRUCTIONS TO PROPONENTS

3.1. ALTERNATIVES

Alternatives or equals to the specified products/components will be considered. The supplier shall outline the substitution(s)/alternative(s) and provide reason and substantiation for each occurrence.

3.2. COMMUNITICATIONS

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

3.3. RATES

The RDOS is requesting that proponents provide all-found unit rates in the Schedule of Quantities for attached as Appendix C.

3.4. EXPERIENCE

The proponent must show they have an understanding of the work, what the work involves and what is required to complete the project. The Proponent must demonstrate that they have completed three (3) projects of similar scope.

3.5. SAFETY PLAN

Prior to the start of the Work, the successful Proponent will be required to supply the Regional District

with a site-specific Work Safety Plan.

3.6. ENVIRONMENTAL PLAN

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

3.7. 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 D.

3.8. QUOTE SUBMISSIONS

Quotes will be accepted in hardcopy and/or by email.

Hardcopy quote submissions and their envelopes should be clearly marked with the name and address of the Proponent, the RFQ title, and be addressed as follows:

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

Quote submissions sent via email should include the RFQ title in the subject line, and sent to the Project Contact: Kyle Gabelhei

Doug Reeve kgabelhei@rdos.bc.ca

Quotes must be received on or before the Closing Time of:

TIME: 10:00AM PST

DATE: May 19, 2023

The Proponent is responsible for ensuring its Quote is received at the address or email set out above by the Closing Time.

Proponents wishing to make revisions to their Quote after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy to the Project Contact listed above.

Quotes received after the Closing Time will not be considered.

3.9. INQUIRIES

Proponents must carefully examine the RFQ documents for any other factor that may affect the Work. No consideration will be given after submission of a Quote to any claim that there was any

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misunderstanding with respect to undertaking of the Work.

Proponents finding discrepancies or omissions in this RFQ, or having doubts as to the meaning or intent of any provisions therein, should immediately notify the Regional District project contact. If there are any changes, additions, or deletions to the RFQ, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda will become part of the RFQ. Receipt of Addenda should be acknowledged by the Proponent in their submission.

Verbal discussions between the Proponent and the RDOS (including Regional District directors, trustees, management, Parks and Recreation Commission members, or staff) shall not become a part of the RFQ or modify the RFQ unless confirmed by written Addendum.

All project inquiries must be submitted by:

DATE: May 12th 2023

TIME: 10:00AM PST

3.10. PROPONENT BRIEFING MEETING: (non-mandatory)

A non-mandatory proponents briefing meeting is scheduled for **May 8th, 2023 at 11:00AM PST** on-site at the Similkameen Rec Centre. The RDOS will be present to answer questions.

4. GENERAL TERMS OF QUOTE PROCESS

4.1. QUOTE PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of a Quote are to be borne by the Proponent. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that may or may not result in acceptance of the Quote and award of a contract.

4.2. QUOTE CONFIDENTIALITY

All Quote submissions become the property of the Regional District and will not be returned. The Regional District reserves the right to make copies of Quotes 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 provided by them in their Quote is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;

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- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

4.3. CONFLICT OF INTEREST

Quotes must disclose any actual or potential conflicts of interest and existing business relationships the Proponent may have with the Regional District, its elected or appointed officials or employees. The Regional District may rely on such disclosure.

4.4. 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 Quote or in the proposed contract which may be completed in respect thereof. By submission of a Quote, the Proponent certifies that there is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Quotes submitted for this project and the Proponent has no knowledge of the contents of other Quotes 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 Quote.

4.5. 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 Quotes from such Proponents may be disqualified from the evaluation process.

4.6. 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 Quote 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 acceptance of a Quote and the execution of a formal written contract.

4.7. ACCEPTANCE OF QUOTE

The acceptance of a Quote will be made in writing from the Regional District, and will be sent to the successful Proponent at the address given in the submitted Quote. Following acceptance, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out in their Quote. Acceptance of a Quote may be subject to approval by the RDOS Board of Directors.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contracting Services Agreement provided in

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Appendix D. The agreement attachments will include the entire Request for Quote, the Proponent's Quote submission and any mutually agreed upon modifications, changes or negotiated adjustments.

4.8. WORKERS COMPENSATION ACT

While undertaking the Work, the Contractor will be required to meet or exceed at all times the Provincial Occupational Health and Safety Regulations. The Contractor will be designated as the Prime Contractor for the purposes of health and safety of the Work site as set out in the WCB Act Section 118, and the Occupational Health and Safety Regulations Sections 3 and 20.

The Proponent, and any proposed sub-contractor(s), should provide a Workers Compensation Board Registration Number in the Quote and shall at the time of signing a contract, provide proof of having an account that is active and in good standing with Work Safe BC.

4.9. GENERAL

The Regional District reserves the right to reject any or all quotations, to waive any informality, to accept in whole or part such quotations as may be deemed in the best interest of the Regional District. The Regional District also reserves the right to cancel this RFQ at any time.

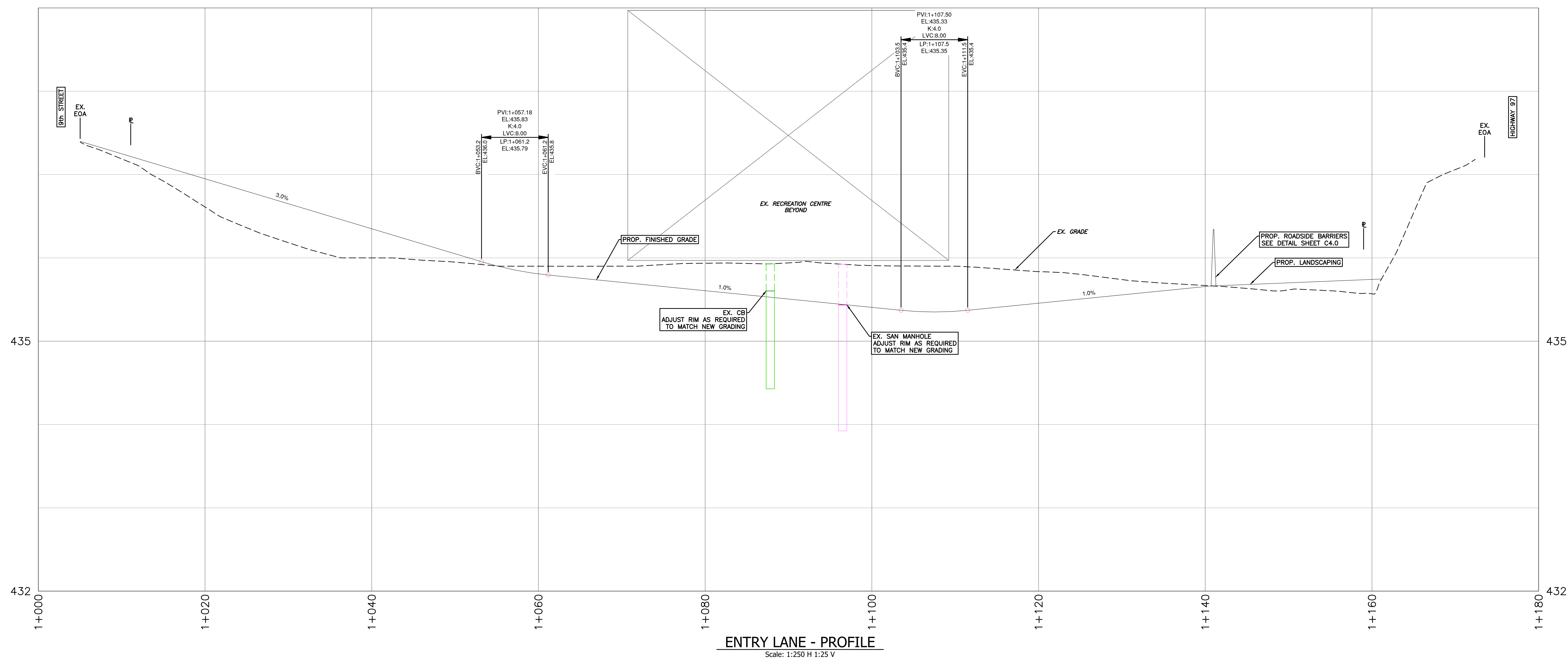
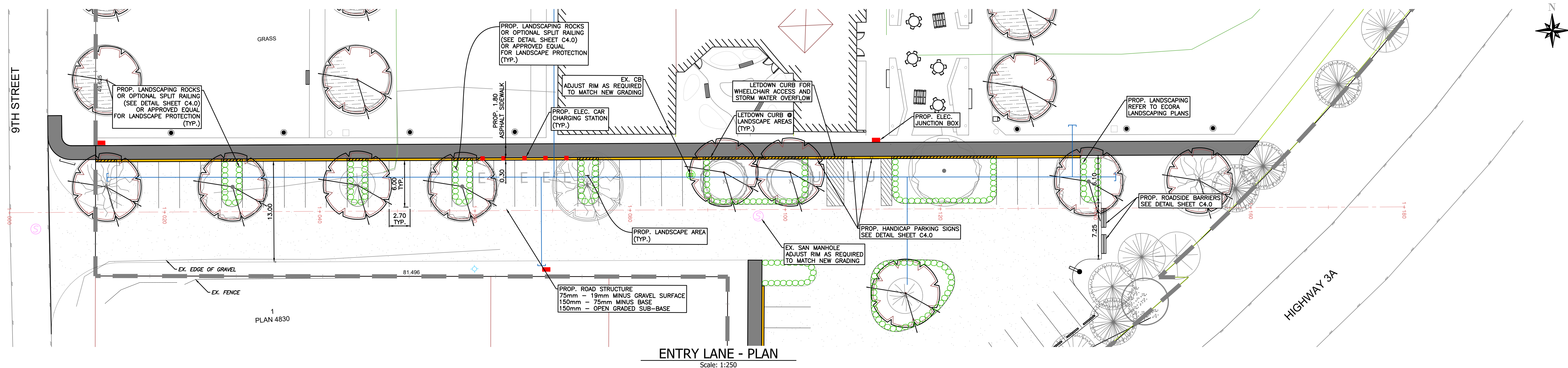
The Regional District of Okanagan-Similkameen reserves the right to negotiate on any details – including changes to specifications and price. If specifications require significant modification, all business providing quotations shall have the opportunity to adjust their quotes.

APPENDIX A – Civil design
(Attached as next page)

311 - 9th STREET
KEREMEOS, BC
MARCH 13, 2023
ISSUED FOR REVIEW



DRAWING LIST	
220121-C0.0	SITE & KEY PLAN
220121-C1.0	COMPOSITE UTILITY PLAN
220121-C2.0	ENTRY ROAD PLAN & PROFILE
220121-C3.0	SITE GRADING PLAN
220121-C4.0	DETAILS



					APPROVED FOR CONSTRUCTION		DATE
E	23/03/13	KD	REVISED AS PER CLIENT COMMENTS	GB	PUBLIC WORKS Mgr.		
D	22/12/15	KD	REVISED AS PER CLIENT COMMENTS	GB	ELECTRICAL DIV. Eng.		
C	22/10/25	KD	ISSUED FOR REVIEW	GB	PARKS DIVISION Super.		
B	22/06/02	KD	ISSUED FOR APPROVAL	GB			
A	22/05/05	KD	ISSUED FOR REVIEW	GB	CITY ENGINEER		
NO.	DATE (YY/MM/DD)	DRN	REVISION	CHKD	AS-BUILT APPROVAL		

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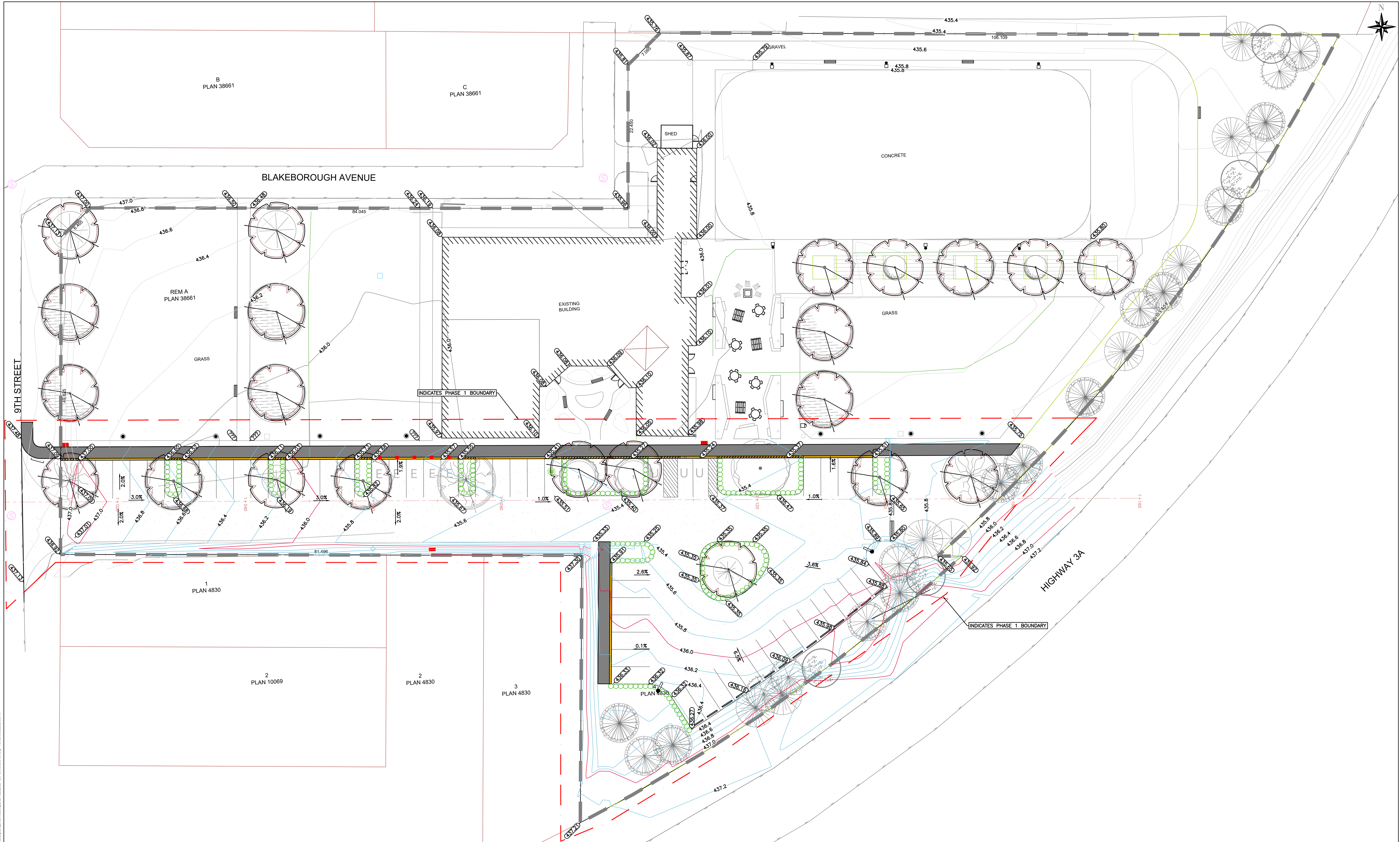
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VILLAGE OF KEREMEOS
SIMILKAMEEN REC CENTRE UPGRADES
RDOS
ENTRY LANE PLAN & PROFILE

Drawing No.
220121-C2.0

Rev.No	E
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FILED FOR RECORDING IN THE OFFICE OF THE REGISTRAR OF LANDS, VICTORIA, BRITISH COLUMBIA, ON MAY 11, 2022 AT 10:00 AM. THE FEE FOR RECORDING IS \$150.00. THE FEE FOR A COPY OF THE PLAN IS \$10.00. THE FEE FOR A COPY OF THE PLAN IS \$10.00. THE FEE FOR A COPY OF THE PLAN IS \$10.00.

NO.	DATE (YY/MM/DD)	DRN	REVISION	CHKD
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D	22/12/15	KD	REVISED AS PER CLIENT COMMENTS	GB
C	22/10/25	KD	ISSUED FOR REVIEW	GB
B	22/06/02	KD	ISSUED FOR APPROVAL	GB
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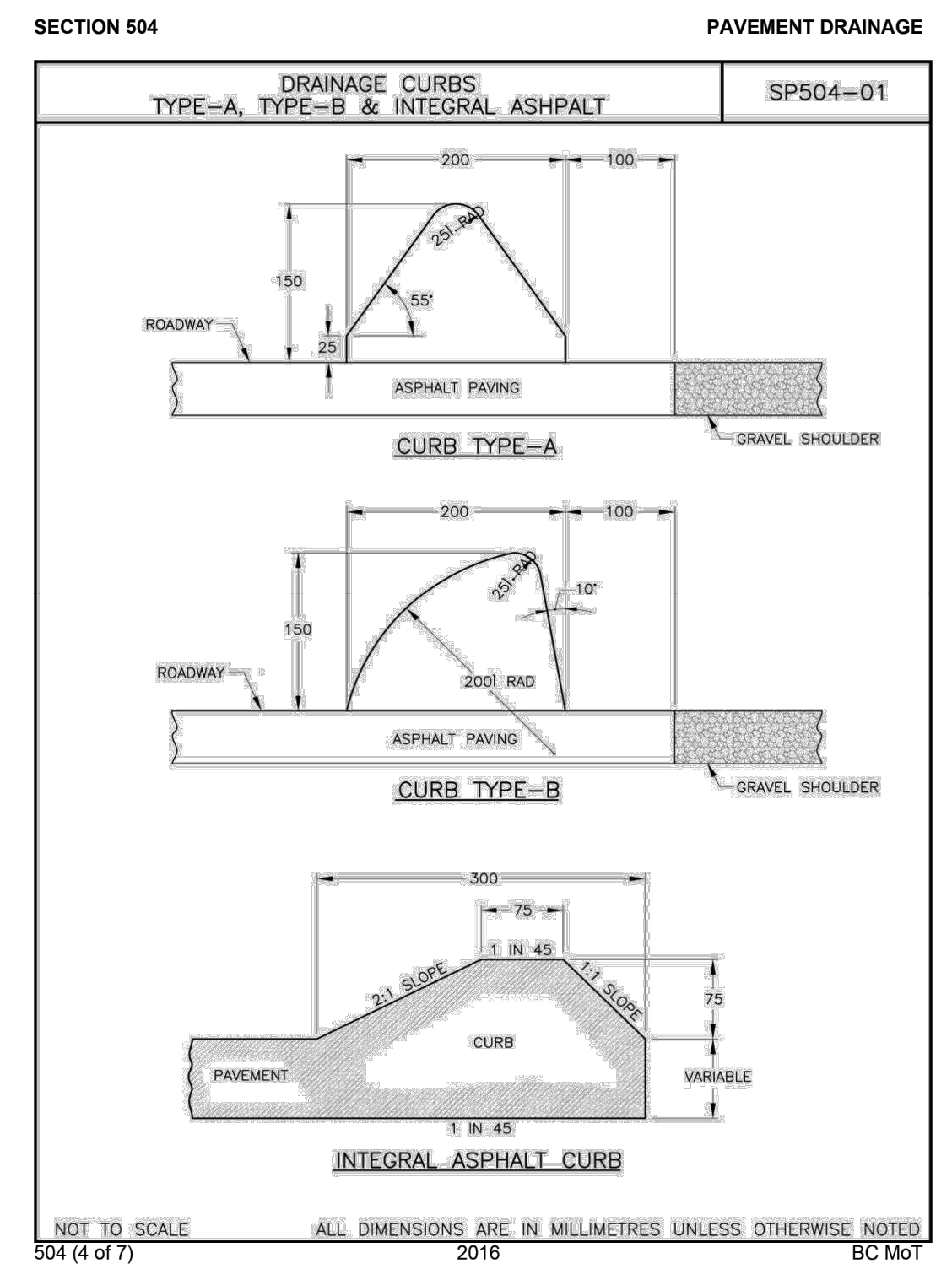
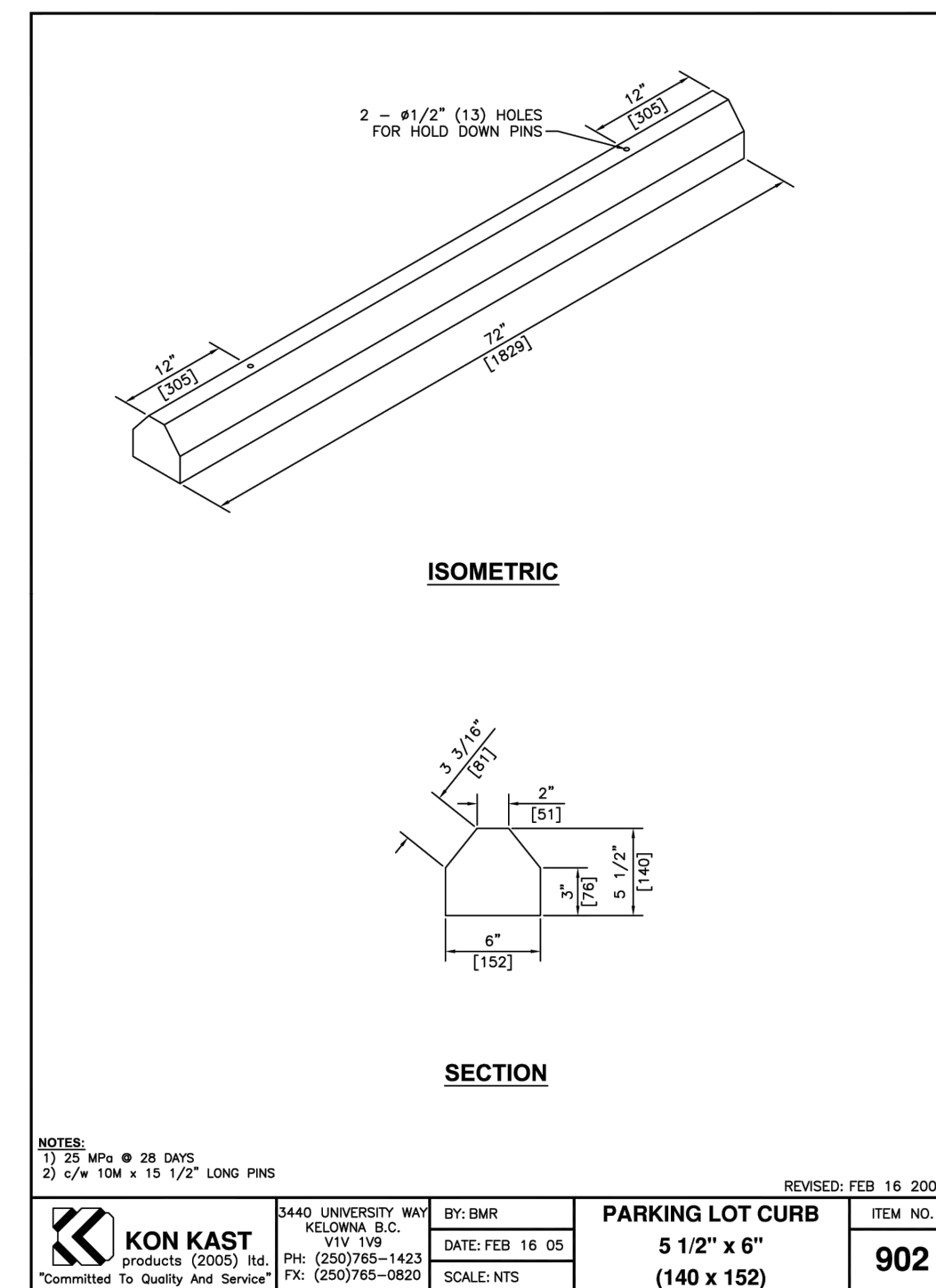
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VILLAGE OF KEREMEOS
SIMILKAMEEN REC CENTRE UPGRADES
RDOS
SITE GRADING PLAN

Keremeos
Drawing No. 220121-C3.0
Rev.No E



- Clearly designate parking areas and safely control traffic.
- Reflective engineer-grade enamel finish for day/night visibility.
- Corrosion-resistant aluminum lasts for 5 to 7 years.
- Pre-drilled for fast, easy mounting. Hardware included.
- Use with **Sign Posts and Bases**. Sold separately.

E	23/03/13	KD	REVISED AS PER CLIENT COMMENTS		GB
D	22/12/15	KD	REVISED AS PER CLIENT COMMENTS		GB
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B	22/06/02	KD	ISSUED FOR APPROVAL		GB
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VILLAGE OF KEREMEOS
SIMILKAMEEN REC CENTRE UPGRADES
RDOS
DETAILS

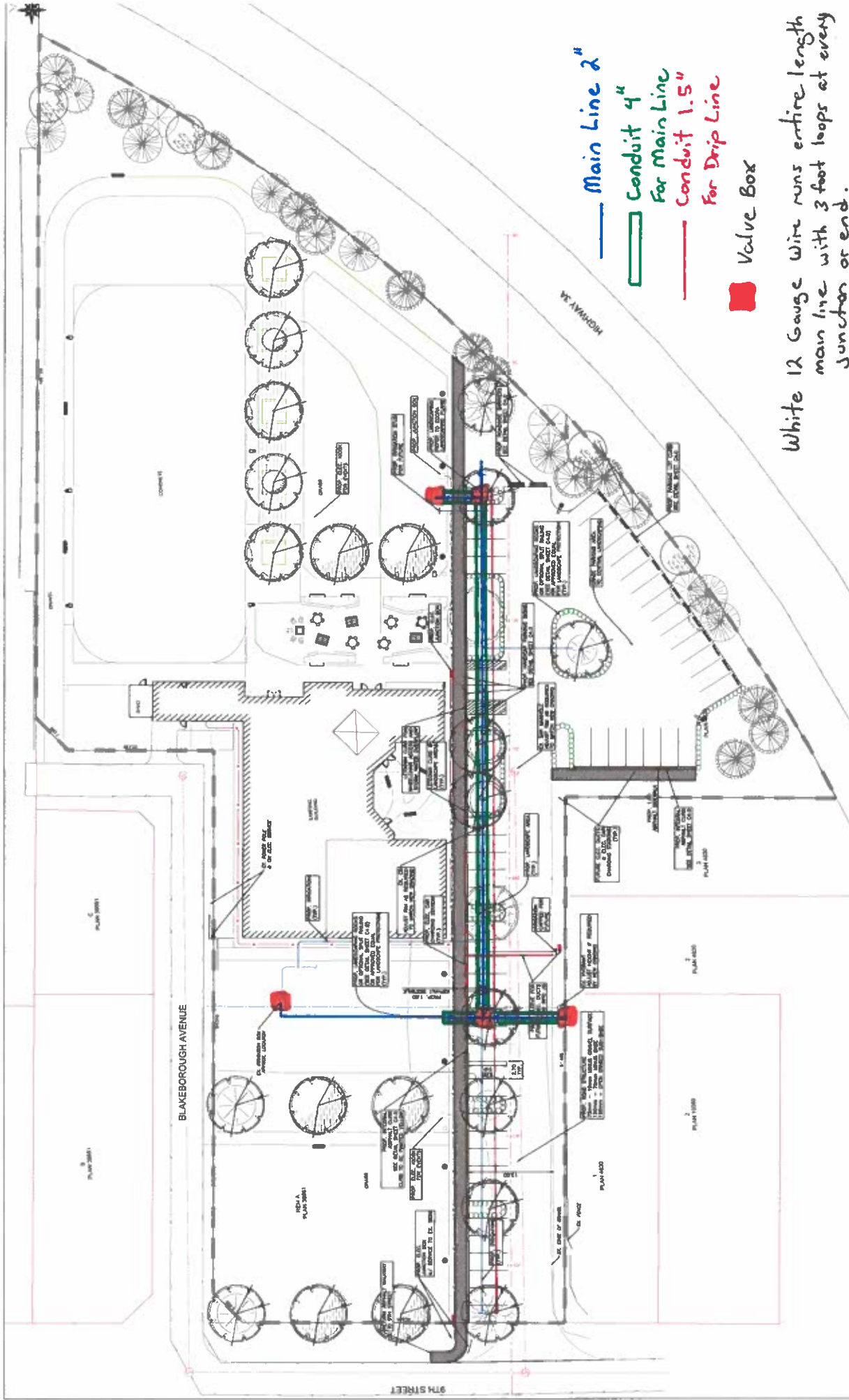


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220121-C4.0

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Regional District Okanagan-Similkameen
RFQ SIMILKAMEEN REC CENTRE PARKING LOT UPGRADES

APPENDIX B – Irrigation
(Attached as next page)

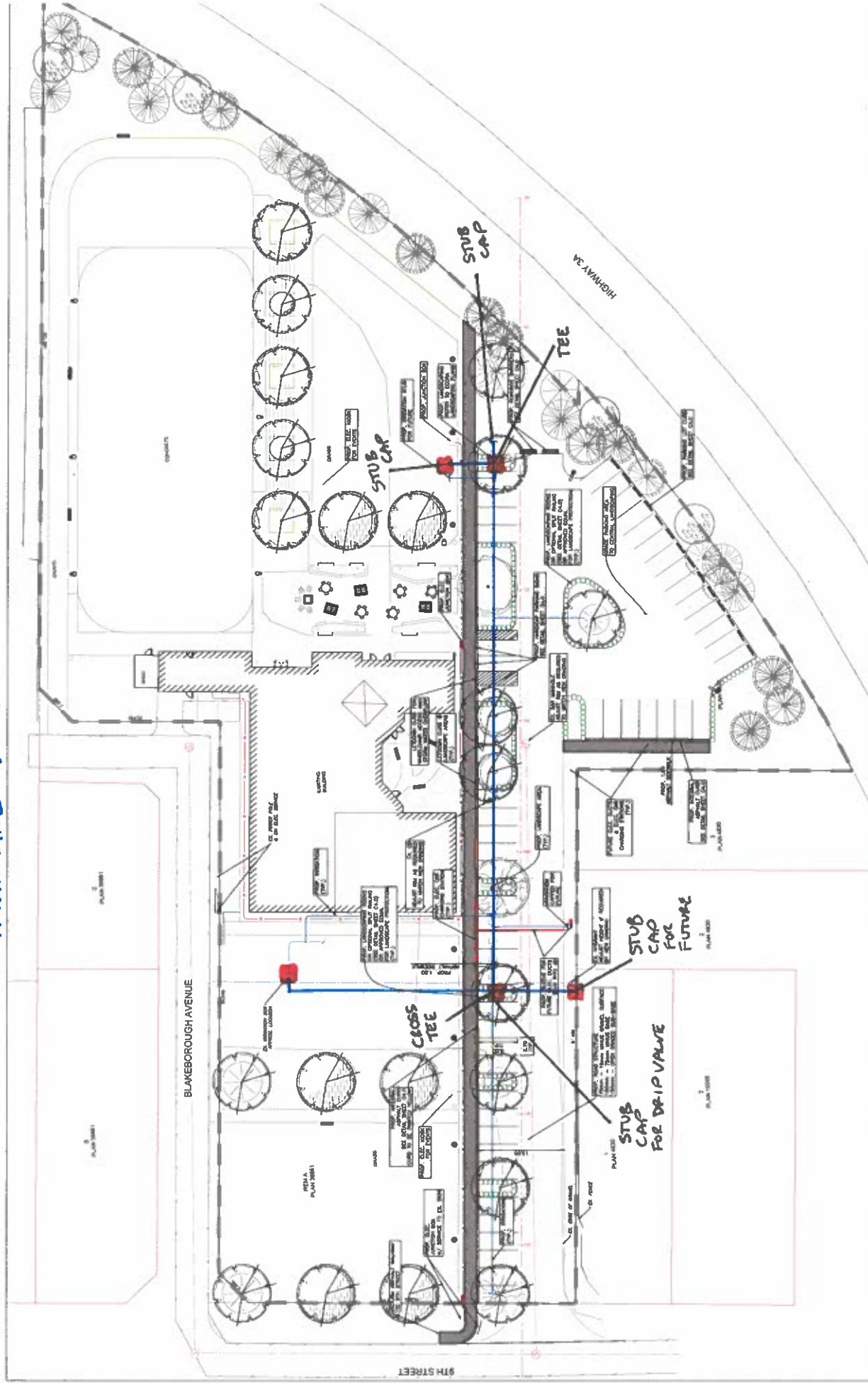


White 12 Gauge Wire runs entire length main line with 3 foot loops at every junction or end.

Black 12 Gauge Wire runs entire length main line with 3 foot loops at every junction or end.

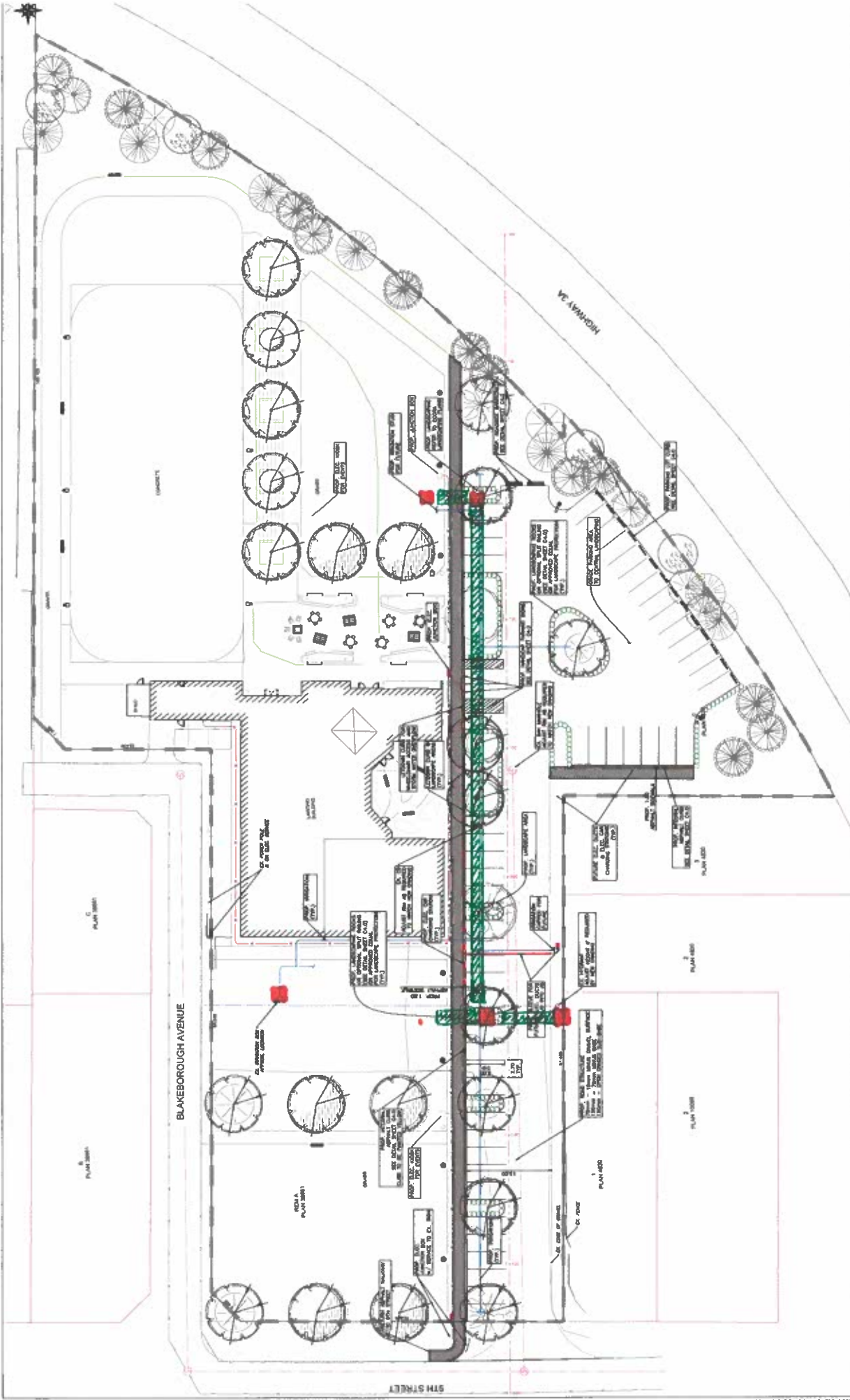
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MAIN LINE 2" SCH 40



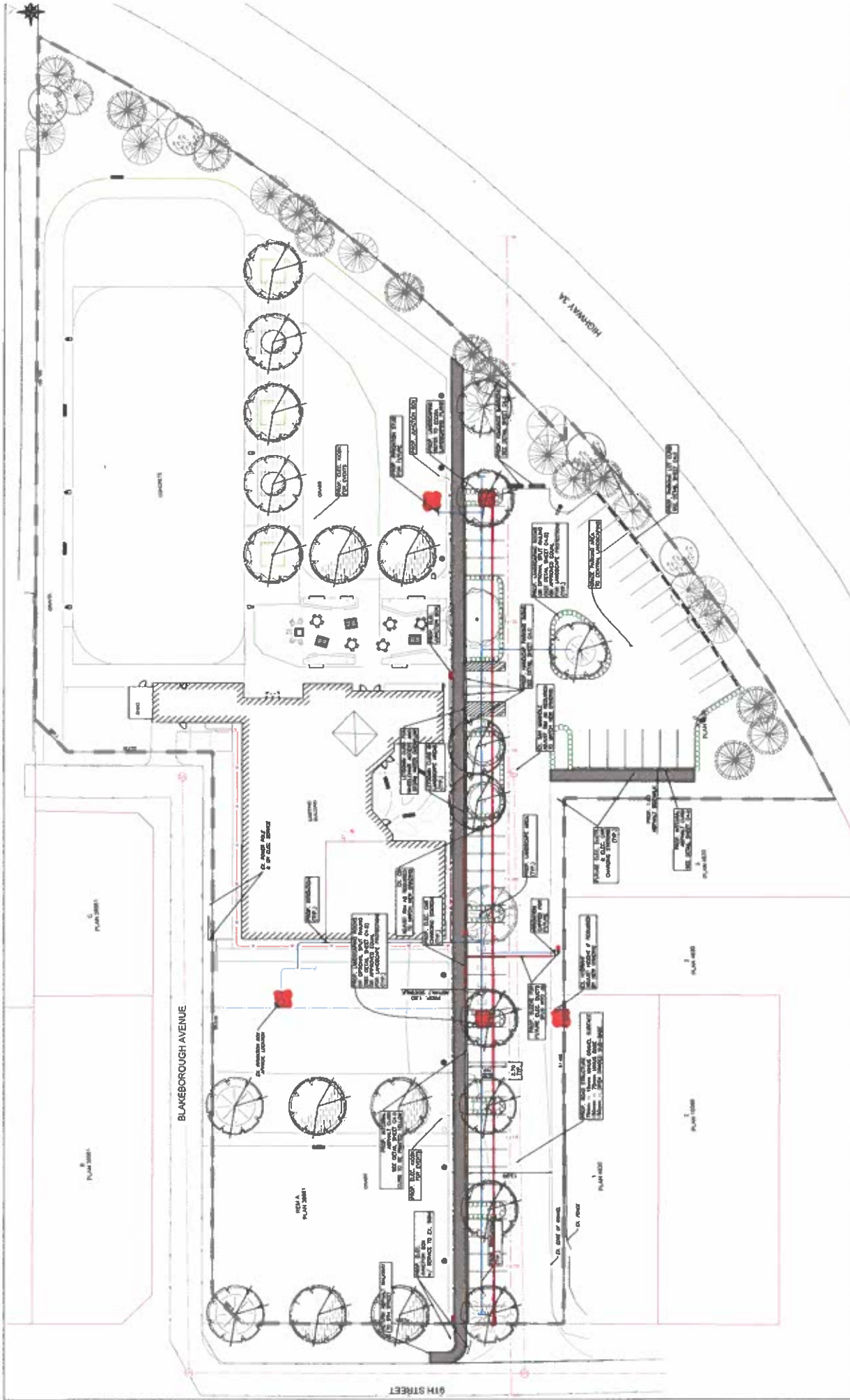
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MAIN LINE CONDUIT 4" SCH40



			
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Drip Conduit 1.5" SCH 40



			
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Regional District Okanagan-Similkameen
RFQ SIMILKAMEEN REC CENTRE PARKING LOT UPGRADES

APPENDIX C – Schedule of Quantities
(Attached as next page

Similkameen Recreational Centre Upgrades - Full Cost Estimate					
		Schedule of Quantities and Unit Prices			
Section	Specification Title	Unit	Quantity	Unit Price	Amount
01 General Requirements					
01 57 01.02	Construction Survey	Lump Sum	1.0		
01 59 00.00	Mobilization & Demobilization	Lump Sum	1.0		
	Handicap Parking Signs	Each	3.0		
	Adjusting Rim Heights	Lump Sum	1.0		
				SUBTOTAL	
03 Concrete Walks, Curbs and Gutters					
03 30 20	Curb and Gutters				
03 30 20.01	Integral Asphalt Curb Supply & Install c/w granular base prep	LM	146.0		
03 30 20.02	Asphalt Sidewalk (50mm Thick) - Supply & Install	sq.m.	369.0		
03 30 20.03	150mm - 19mm(-) Granular Base - Supply & Install For Sidewalk	sq.m.	369.0		
03 30 20.04	Parking Lot Curb Stops - Supply & Install	Each	14.0		
	Parking Barrier	Each	2.0		
				SUBTOTAL	
26 Electrical					
Electrical Utility					
25 56 01.01	Secondary Junction Box Supply and Install	Each	2.0		
	Trenching	LM	315.0		
24 56 01.04	50mm(2") DB2 Electrical Conduit Supply and Install c/w bedding sand and concrete at all bends	LM	90.0		
25 56 01.04	75mm(3") DB2 Electrical Conduit Supply and Install c/w bedding sand and concrete at all bends	LM	405.0		
25 56 01.03	Elec Sleeve Supply and Install	Each	1.0		
				SUBTOTAL	
31 Earthwork					
31 15 60	Dust Control	Lump Sum	1.0		
31 11 01	Clearing & Grubbing	sq.m.	4,000.0		
31 23 00	Excavation & Fill				
31 23 00.01	Excavation - Cut To Subgrade Elevations w/ Stockpiling on-site for Reuse	m³	1,147.0		
31 23 00.02	Fill (Redistribute from Stockpile) - Load, Haul, Place & Compact To Subgrade Elevations	m³	246.0		
31 23 00.03	Cut Including Onsite Dispersment	m³	800.0		
				SUBTOTAL	
32 Roads and Site Improvements					
32 12 16	Granular Subbase				
32 11 16.01	150mm - Open Graded Subbase (Reuse cut as allowed per Geotech) Supply & Install (338m³ Total)	sq.m.	2,259.0		
32 12 23	Granular Base				
32 12 23.01	75mm - 19mm(-) Gravel Surface Supply & Install (169m³ Total)	sq.m.	2,259.0		
32 11 23.02	150mm - 75mm(-) Granular Base Supply & Install (338m³ Total)	sq.m.	2,259.0		
32 93 01	Planting of Trees, Shrubs, and Ground Covers				
32 93 01.01	Decorative Rock and/or Split Rail Fencing Supply and Install	Lump Sum	1.0		
				SUBTOTAL	
33 Utilities					
31 11 01	Waterworks				
	Trenching	LM	194.0		
33 11 01.01	Irrigation Pipe 50mm (2") Supply and Install c/w pipe bedding & disinfecting	LM	194.0		
34 11 01.01	Irrigation Pipe 38mm (1.5") Supply and Install c/w pipe bedding & disinfecting	LM	135.0		
35 11 01.01	Irrigation Pipe 100mm (4") Supply and Install c/w pipe bedding & disinfecting	LM	110.0		
	Supply & Install Valve Box	Each	5.0		
	Supply & Install of 12 Guauge Black & White irrigation wire	LM	200.0		
				SUBTOTAL	
01	General Requirements			SUBTOTAL	
03	Concrete			SUBTOTAL	
26	Electrical			SUBTOTAL	
31	Earthwork			SUBTOTAL	
32	Roads and Site Improvements			SUBTOTAL	
33	Utilities			SUBTOTAL	
		SUBTOTAL CONSTRUCTION COST			
			TOTAL CONSTRUCTION COSTS		

Regional District Okanagan-Similkameen
RFQ SIMILKAMEEN REC CENTRE PARKING LOT UPGRADES

APPENDIX D – Insurance Requirements
(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 cancellation or reduction 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:

Name:

Address:

Broker:

Name:

Agent's Name:

Address:

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
- ☒ 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
- ☒ 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
- ☐ Removal or weakening of support of property, building or land whether the support is natural or otherwise

- ☐ 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)

Reviewed:

**Broker
Initials**

Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
Section 1 Comprehensive/ Commercial General Liability (See Particulars on Page 1 marked with an X)		From: To:	Bodily Injury, Death & Property Damage \$_____ Per Occurrence \$_____ Aggregate \$_____ Umbrella Limit \$_____ Excess Limit \$_____ Deductible MINIMUM PER OCCURRENCE \$5,000,000
Section 2: <input type="checkbox"/> 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 \$_____ Limit MINIMUM \$5,000.000 Reviewed: Broker Initials <input type="checkbox"/>
Section 3: <input type="checkbox"/> indicates that the coverage is included. Contractor's Equipment:		From: To:	Reviewed: Broker Initials <input type="checkbox"/> \$_____ Limit \$_____ Deductible
Section 4: <input type="checkbox"/> indicates that the coverage is included. Professional Liability <input type="checkbox"/> Claims Made Basis <input type="checkbox"/> Coverage Primary and not contractual		From: To:	Reviewed: Broker Initials <input type="checkbox"/> \$_____ Per Occurrence \$_____ Aggregate \$_____ Deductible Per Claim, minimum \$50,000
Section 5: <input type="checkbox"/> indicates that the coverage is included. Builder's Risk:		From: To:	Reviewed: Broker Initials <input type="checkbox"/> \$_____ Limit \$_____ Deductible <input type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured
Section 6: <input type="checkbox"/> indicates that the coverage is included. Other:		From: To:	Reviewed: Broker Initials <input type="checkbox"/> \$_____ Limit \$_____ 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

Insured's

Date Signed

Regional District Okanagan-Similkameen
RFQ SIMILKAMEEN REC CENTRE PARKING LOT UPGRADES

APPENDIX E – 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 RFP 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:

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

SECTION 2 CONTRACTOR'S DUTIES

- 2.1 The Contractor shall provide, and has agreed to provide to the Regional District all Services set out in the Request for Proposal (attached hereto as Schedule "A") and the Contractor's Proposal (attached hereto as Schedule "B"), both of which form part of this agreement (hereinafter collectively called the "Services"). The Services shall be provided within the times specified in Schedules A and B.
- 2.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 2.3 It is agreed that in awarding the professional Services encompassed within this agreement to the Contractor, the Regional District has relied upon the Contractor's representations concerning the experience of certain identified personnel in the employ of the Contractor. It is agreed that, in performing the Services under this agreement, the Contractor shall designate those key staff and subcontractors specified in Schedule "B" to carry out and provide the Services to be provided by the Contractor as referred to herein.
- 2.4 The Contractor shall request of the Regional District any information or data contained in Regional District files which the Contractor requires in order to perform the Services. The Regional District is only obligated to provide to the Contractor information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Contractor may rely on such information or data as may be provided by the Regional District without independent verification.
- 2.5 To ensure that the Project is processed in a timely manner, the Contractor and the Regional District will apply their best efforts to meeting the following deadlines:
 - a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Contractor on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Contractor will be processed by the Regional District within 14 days of receipt.
- 2.6 Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 2.7 The Contractor shall submit to the Regional District regular progress reports, as requested from time to time, and such additional reports as may be reasonably required.
- 2.8 Water Shutdowns

The Contractor shall undertake personal face to face meetings with residents for the purposes of notification of impending Works, allowing a minimum of 48 hours notice of disruption or obstruction to a resident's access. Costs for this will be incidental to the Works.

Notification for water shutdowns and inactivation of hydrants at anytime shall be given to the 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 sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Contractor.
- 6.4 The Contractor shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Contractor.

SECTION 7 TERMINATION AND SUSPENSION

By the Regional District :

- 7.1 If the Contractor is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied. If, within seven (7) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the Services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.
- 7.2 The Regional District may terminate this Agreement upon seven (7) days' prior written notice in the event the Contractor:
- (a) fails to complete the Services or any portion thereon within the time specified by this Agreement;
 - (b) becomes insolvent;
 - (c) commits an act of bankruptcy;
 - (d) assigns this Agreement without the required written consent of the Regional District;
 - (e) fails to adhere to or perform any of the provisions of this Agreement;
 - (f) has any conflict of interest which may, in the opinion of the Regional District, adversely affect any project for which the Services are being provided; or
 - (g) there is a change in the personnel referred to in Schedule "B" herein without the prior written approval of the Regional District.
- 7.3 Notwithstanding anything herein to the contrary, the Regional District may, for whatever reason, terminate this Agreement on One (1) months' prior written notice to the Contractor, in which case the term of this Agreement shall expire upon the effective date set out in the aforesaid notice, and the Regional District shall have no further obligation to the Contractor for the balance of the term of this Agreement save and except as may exist on the termination date.
- Upon receipt of such written notice, the Contractor shall perform no further Services other than those reasonably necessary to close out the project.
- In such event, the Contractor shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination. On said payment the Regional District shall have no further liability of any nature whatsoever to the Contractor for any loss of profit or any other losses suffered, either directly or indirectly, by the Contractor as a result of the termination of this agreement.
- 7.4 The Contractor shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Contractor or prepared by the Contractor in regards to the Services.
- 7.5 The Contractor agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Contractor from any obligation under this agreement or imposed upon the Contractor by law in respect of the Services or any portion of the Services that the Contractor has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.

By the Contractor :

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

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

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

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

SECTION 8 INSURANCE AND INDEMNITY

- 8.1 The Contractor shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Certificate Form** as provided by the Regional District. This form must be completed by the Contractor's insurance broker and returned to the Regional District.:

- 8.2 For any engineered design component to the Work, the Contractor shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Contractor based on the following:

1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$2,000,000 per claim.

- 8.3 The Contractor's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Contractor Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of Services (i.e., submission of Final Report, as approved in writing by the Regional District).

The Contractor will provide 30 days written notice in advance of cancelation of any policies.

- 8.4 General liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage.

Detailed coverage is to be as specified on the provided Standard Contractor's Certificate Form.

- 8.5 The Contractor shall at all times indemnify, defend, release, hold harmless and forever discharge the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Contractor or its employee.

SECTION 9 ARBITRATION

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

SECTION 10 INDEPENDENT CONTRACTOR

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

SECTION 11 WAIVER

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

SECTION 12 RECORDS AND AUDIT

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

SECTION 13 SUCCESSORS AND ASSIGNS

- 13.1 This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns, as the case may be.
- 13.2 Neither party may assign this agreement without the prior consent in writing of the other, which

consent shall not be unreasonably withheld.

SECTION 14 COMPLIANCE WITH LAWS

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

SECTION 15 TERM

- 15.1 The parties hereto agree that the Term of this Contractor Agreement will begin on the date of execution until [REDACTED].

SECTION 16 ENTIRE AGREEMENT

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

SECTION 17 NOTICE

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

- (a) if to the Regional District:

101 Martin Street, Penticton, BC, V2A 5J9

Fax No. 250-492-0063; and

- (b) if to the Contractor:

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

SECTION 18 TIME OF THE ESSENCE

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

SECTION 19 EXECUTION

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

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

SECTION 20 ELECTRONIC MAIL

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

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

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

Mark Pendergraft, Chairman

Bill Newell, Chief Administrative Officer

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

Authorized Signatory

Authorized Signatory

Corporate seal

SCHEDULE A: REQUEST FOR PROPOSALS

SCHEDULE B: SUBMITTED PROPOSAL

SAMPLE