



## REQUEST FOR PROPOSALS

### FACILITY MASTER PLAN #2013-05-P235

ISSUE DATE: MAY 28, 2013

Proposals may be submitted to District of West Kelowna, Reception, 2760 Cameron Road, West Kelowna BC V1Z 2T6 up to 2:00pm local time on the following closing date.

**CLOSING DATE: JUNE 27, 2013 @ 2:00PM LOCAL TIME**

**\* PROPOSALS WILL NOT BE OPENED IN PUBLIC \***

**NOTE:** Should any potential proponent download this Request for Proposal, it is the proponent's responsibility to check for Addenda which will be posted on the District of West Kelowna website at [www.districtofwestkelowna.ca](http://www.districtofwestkelowna.ca) business/bid opportunities.

## **1.0 SCOPE OF RFP**

### **1.1 Introduction**

The District of West Kelowna (the “District”) is seeking a qualified consultant to prepare a Facility Master Plan (FMP). The purpose of the FMP will be to analyze the existing conditions of District facilities and the costs associated with upgrading or replacing the facility. The FMP will then be used as a guiding document to help plan and budget for future facility projects.

The successful consultant will be responsible to produce a detailed analysis, showing a list of recommendations and a Quantity Surveyor’s report associated with the Facilities Master Plan. The consultant will work closely with District staff and stake holders to prioritize the recommendations. The consultant will then present the recommendations to senior staff to help create a short, medium, and long term plan to implement the projects. A cost breakdown will need to be provided showing future project estimates that will include projected project inflation costs. Afterwards, the report will be presented to Council with project recommendations, to be deferred to annual budget deliberations, for Council’s consideration to include into the District’s Ten Year Capital Plan.

This RFP document describes the consultant services sought by the District and sets out the District’s RFP process, basic proposal requirements and the evaluation criteria the District intends to use to select a preferred proposal.

### **1.2 Scope Of Services**

The District is seeking proposals for the preparation of a Facility Master Plan. Details and terms of reference regarding these services are set out in **Schedule A** attached to this RFP.

Proponents are encouraged to use innovation when developing proposals and may propose revisions or alternatives beneficial to the District’s interests.

### **1.3 District Budget**

The District has budgeted a maximum of **\$50,000.00** for the provision of the services.

A proponent may identify possible changes to the services, if the proponent considers this necessary to ensure their proposal is within budget. A proponent may contact the District to discuss this prior to submitting their proposal.

### **1.4 Form Of Consultant Services Contract**

The basic form of contract the District proposes to enter for the consultant services is attached as **Schedule B** of this RFP. The District may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

### **1.5 No Contractual Obligations As A Result Of RFP Or Proposal**

**This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the District and no contractual obligations whatsoever (including “Contract A”) shall arise as a result of the submission of a proposal in response to this RFP.**

## **2.0 PROPOSAL CONTENT**

Proposals (one original and two copies) must be submitted in printed form. The following should be included in a proposal, in the following order.

### **2.1 Covering Letter**

A covering letter signed by an authorized representative of the proponent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

### **2.2 Proponent Profile And References**

A description of the proponent's organization, size, services provided, areas of expertise and length of time in operation must be included, as well as relevant information directly related to the services sought under this RFP, such as previous comparable projects describing the nature and value of the project, the level of the proponent's involvement and the proposal team members involved in the project.

References must also be provided. If there are special concerns or restrictions on the District's use of a reference, these concerns must be stated in the proposal.

### **2.3 Consultant Team**

A list of the individuals forming part of the proponent's team that is to provide the requested consultant services, including a description of each individual's role and a copy of each individual's resume.

### **2.4 Services**

Outline of proposed method of service delivery and confirmation that proponent is able to meet requirements of proposed form of contract attached as Schedule B, including with respect to insurance, workers compensation and governmental approvals (including by requiring a District business license).

### **2.5 Scheduling**

The proposal will include a schedule for the provision and completion of the services (start-up, information gathering, site visits, preliminary plans etc., as applicable).

### **2.6 Fees & Disbursements**

The proposal will set out all fees and disbursements to be charged to the District for the provision of the services, and shall break out such amounts for each service component, as applicable. All amounts shall be in Canadian dollars.

## **3.0 RFP PROCESS**

### **3.1 Final Date And Time For Receipt Of Proposals**

Proposals (one original and two copies) must be received in a sealed envelope by 2:00 pm (local time) on **JUNE 27, 2013**, at:

DISTRICT OF WEST KELOWNA  
PURCHASING MANAGER  
2760 CAMERON ROAD  
WEST KELOWNA BC V1Z 2T6

Proponents should clearly mark their proposals and proposal envelope with the name and address of the proponent and the RFP title.

### **3.2 Late Proposals**

Proposals received after the deadline will be not be considered and will be returned unopened to the sender.

### **3.3 No Faxed Or Electronic Proposals**

Proposals received by fax or email will not be considered.

### **3.4 Cost Of Proposal Preparation**

Proponents will be solely responsible for the costs of preparing and submitting a proposal and all costs incurred in any subsequent negotiations with the District.

### **3.5 Evaluation & Criteria**

The preferred consultant will be evaluated on their ability to convey their approach, understanding of the project requirements, ability to complete the requisite works within the timelines defined, and their estimate of professional fees to complete each phase of the assignment.

Each proposal received will be evaluated against a set of standard criteria (further defined below), with the intent to determine the successful proponent based on a performance ranking system (lowest numeric value representing a “low” performance ranking).

This following detailed information is required to assist staff in assessing each proponent’s submission. The proponent is advised that it is not our intent to restrict or discourage professional creativity or innovation in responding to this submission.

The District intends to evaluate proposals based on the following criteria, among other things: **see Schedule C**

- a. Proponent organization and technical capability to provide service.
- b. Proponent performance and experience on similar projects.
- c. Proponent references.
- d. The quality of the proposal and services described therein and proposal with the requirements of this RFP.
- e. Cost.

The District intends to select the proposal that it considers most favourable to the District’s interests. In this regard, the District considers that that “Best Value” is the essential part of engaging a service provider and therefore the District may prefer a proposal with a higher cost, if the District considers that it offers greater value and better serves the District’s interests.

### **3.6 Evaluation Committee**

The District may establish an evaluation committee, which may include a representative of its Purchasing Department, in order to evaluate proposals and make recommendations in relation to this RFP.

### **3.7 Clarification**

The District may seek clarification from a proponent respecting its proposal to assist in making evaluations.

### **3.8 Negotiation**

The District may choose to negotiate with a preferred proponent, or any proponent, on any aspect of their proposal, including changes to the service to be provided and to price.

### **3.9 Confidentiality**

Proponents should be aware that the District is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA). A Proponent may stipulate in their proposal that portions of the proposal contain confidential information and are supplied to the District in confidence. However, under FOIPPA the District may nevertheless be obligated to disclose all or part of a proposal pursuant to a request made under that Act, even if the proponent has stipulated that part of the proposal is supplied in confidence. The proponent should review section 21 and other provisions of FOIPPA in order to gain a better understanding of the District's disclosure responsibilities under that Act.

### **3.10 Proposal Documents**

All documents submitted to the District in response to this RFP or as part of any subsequent negotiation will become the property of the District and will not be returned.

### **3.11 Gifts And Donations**

Proponents will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the District or elected District official. The successful proponent shall report to the Purchasing Manager of the District any attempt by District employee or elected official to obtain such favours.

### **3.12 Acknowledgement**

By submitting a response to this proposal, the proponent acknowledges that they have carefully reviewed the documents, and understands the scope of this assignment; further, they confirm that their proposal (including all applicable costs) is developed in accordance with same.

The proponent shall make no claim for reimbursement of any portion of any costs incurred in developing a response to this proposal.

### **3.13 Project Scope Modifications**

The consultant is advised that the District reserves the right to modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the consultants are paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the consultants work program, the consultant shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of District staff.

### **3.14 Sub-Consultants**

Due to the nature and scope of work associated with this PLAN, it is anticipated that portions of the work may be completed by sub-consultants. This arrangement is supported by the District, provided that one prime consultant is ultimately responsible for the integration of any sub-consultants work into the master plan document.

### **3.15 Disclosures**

Where any additional scope of work or revision to proposed scope is proposed by the consultant, they shall clearly indicate the cost and associated timelines related to same, and obtain prior written approval from District staff to undertake any such additional work.

### **3.16 Conflict Of Interest**

The consultant is advised that they must disclose any potential conflict of interest in completing this assignment. Where any such conflict of interest appears to exist, the District may, at its sole discretion, reject the consultant's proposal. Furthermore, should a subsequent potential conflict of interest arise during the consultant selection process (for example the consultant is retained by another client giving rise to a potential conflict), the consultant shall notify the District of this perceived conflict of interest. The consultant will be required to either decline the assignment, or take any action necessary to remove the conflict of interest.

### **3.17 Documentation Requirements**

Bidders/Proponents are required to obtain and provide the District of West Kelowna a copy of a valid West Kelowna Business License and or Inter-Municipal Business License (formerly the Mobile Business License), a copy of their WCB Clearance Letter and a copy of their Liability Insurance (with the District named additional insured) upon award of contract.

### **3.18 Enquiries**

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source should not be relied upon. Enquiries and responses will be recorded and the District may choose to distribute same to all proponents. Questions will be answered if time permits.

DISTRICT OF WEST KELOWNA  
FACILITIES SUPERVISOR  
2760 CAMERON ROAD  
WEST KELOWNA BC V1Z 2T6

Erin Goodwin, Facilities Supervisor  
Tel: (778) 797-8805  
Email: [erin.goodwin@districtofwestkelowna.ca](mailto:erin.goodwin@districtofwestkelowna.ca)

**4.0 PROPONENT INFORMATION**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE OF BIDDER \_\_\_\_\_

PRINT NAME \_\_\_\_\_

**SCHEDULE A**

**TERMS OF REFERENCE**

**Summary**

The District of West Kelowna (the “District”) is seeking a qualified consultant to create a Facility Master Plan (FMP) as described in this Request for Proposal (RFP) document.

The purpose of the FMP will be to analyze the existing conditions of District facilities and the costs associated with upgrading or replacing the facility. The FMP will then be used as a guiding document to help plan and budget for future facility projects.

The successful consultant will be responsible for, but not limited to, reviewing and providing recommendations on the following:

Building Code	Mechanical Equipment	Accessibility
Structural Conditions	Electrical Components	Life Cycle Costing
Roofing	Energy Savings	Future Facility Needs
Building Envelope	Space Analysis	
HVAC Equipment	Architectural Components	

A series of assessments, plans, and documents have already been completed on various facilities. The successful proponent will be responsible to review the existing plans, provide necessary comments, and create one (1) Facility Master Plan from these documents.

Recommendations associated with these previous assessments have already been incorporated into the District’s Ten Year Capital Plan. Copies of the Ten Year Capital Plan, along with past assessments and their Quantity Surveyor reports, will be made available to the successful consultant.

Besides reviewing the existing plans and incorporating them into one (1) Facility Master Plan, the District is requesting that other studies be completed on some District owned facilities.

**See Appendix A for a detailed list of those assessments that have been completed and those assessments that still need to be completed.**

This RFP outlines the overall scope of consultant services, sets out the basic requirements for the proposal document, and provides the evaluation criteria to be used as the basis for awarding the project. The objectives of the RFP are to evaluate the Proponent’s experience, technical expertise, project methodology, schedule, and fees associated with creating a Facilities Master Plan.

**Deliverables**

The successful consultant will be responsible to produce a detailed analysis, showing a list of recommendations and a Quantity Surveyor’s report associated with the Facilities Master Plan. The consultant will work closely with District staff and stake holders to prioritize the recommendations. The consultant will then present the recommendations to senior staff to help create a short, medium, and long term plan to implement the projects. A cost breakdown will



need to be provided showing future project estimates that will include projected project inflation costs. Afterwards, the report will be presented to Council with project recommendations, to be deferred to annual budget deliberations, for Council's consideration to include into the District's Ten Year Capital Plan.

Final deliverables will consist of 4 bound copies and an electronic copy of the FMP.

### **Project Schedule**

The consultant must submit a proposed work schedule outlining key milestone dates/timelines for the various work tasks. The consultant will be required to maintain and update the project schedule on a monthly basis. These updates must include current activities and identification of actual completion/delivery dates for key activities/tasks. Substantial completion of this project is being requested for November 30, 2013.

### **Presentations**

The successful proponent may be required to participate in various meetings/presentations. The number of meetings is subject to review and discussion as the work progresses. Proponents should base their proposal on providing one presentation to Council and two presentations to senior staff.

A fee proposal for additional meetings should be included in the proponents RFP submission.

### **Background**

The District of West Kelowna is a new municipality that incorporated on December 6, 2007. Prior to incorporation it formed part of what is known as the Regional District of Central Okanagan (RDCO). Buildings once owned by the RDCO are now the property of the District of West Kelowna. These properties and others owned by the District will need to be maintained for years to come. To better understand the financial implications of maintaining, upgrading, or replacing these facilities, the District has decided to create a Facility Master Plan.

Various assessments have been completed on facilities owned by the District and project recommendations associated with these assessments have already been incorporated into the District's Ten Year Capital Plan. Copies of the Ten Year Capital Plan and these facility assessments will be made available to the successful consultant.

Below is a brief description of the facilities currently owned by the District of West Kelowna.

### **Municipal Hall – Mount Boucherie Complex**

Address: 2760 Cameron Road, West Kelowna, BC

Year Built: 1974

Size: 10,000 square feet

Details: Building was a Community Centre that was converted into a new Municipal Hall in 2009. The building consists of a council chamber, multiple office spaces, a kitchen area, meeting rooms, and mechanical rooms. Using the Community Centre as a Municipal Hall is supposed to be a short term solution until a new Municipal Hall can be built sometime in the future. An energy audit was completed on this facility in 2009. An Office Accommodation Study was completed on this facility in 2012. The purpose of the accommodation study was to review the current and future office space requirements for the District. The study compared the current Municipal Hall to the Government Office Space Standards (GOSS) and determined that the facility is at capacity.

### **Royal LePage Place – Mount Boucherie Complex**

Address: 2760 Cameron Road, West Kelowna, BC

Year Built: 2005

Size: 36,700 square feet

Details: Building is a 1500 seat arena that consists of a concession, 6 dressing rooms, a female change room, a referee's room, lobby, public washrooms, basement mechanical rooms, geothermal field, 2 mechanic service bays, and 1 arena storage bay. An energy audit was completed on this facility in 2009. A building envelope assessment was completed in 2010. The purpose of the building envelope assessment was to create a solution to water ingress issues that the building was experiencing.

### **Jim Lind Arena – Mount Boucherie Complex**

Address: 2760 Cameron Road, West Kelowna, BC

Year Built: 1974

Size: 32,300 square feet

Details: Building is a 600 seat community rink that consists of a concession, 4 change rooms, lobby and public washrooms. An energy audit was completed on this facility in 2009. A facility assessment was completed on this building in 2012. Facility assessment included structural, mechanical, electrical, and architectural reviews and recommendations. A quantity surveyor's report was included in the facility assessment.

### **Johnson Bentley Memorial Aquatic Centre**

Address: 3737 Old Okanagan Highway, West Kelowna, BC

Year Built: 1987

Size: 25,000 square feet

Details: Building consists of a 6 lane 25 meter pool, a whirlpool, steam room, leisure pool, fitness area, office area, change facilities, and mechanical rooms. An energy audit was completed on this facility in 2009. A facility assessment was completed on this building in 2012. Facility assessment included structural, mechanical, and architectural reviews and recommendations. A quantity surveyor's report was included in the facility assessment.

### **Senior's Centre**

Address: 3661 Old Okanagan Highway, West Kelowna, BC  
Year Built: (unknown – estimated 1974) Additions 1993  
Size: 4141 square feet  
Details: Single storied building with basement that consists of a banquet hall, kitchen, 4 washrooms, a recreation room, and some smaller craft / office areas. An energy audit was completed on this facility in 2009.

### **Westbank Museum**

Address: 2376 Dobbin Road, West Kelowna, BC  
Year Built: (unknown – estimated 1974) Additions 2011  
Size: 3800 square feet  
Details: Single storied building that consists of a reception area, 3 washrooms, and various Museum displays.

### **Lakeview Heights Community Hall**

Address: 860 Anders Road, West Kelowna, BC  
Year Built: (unknown – estimated 1900) Additions 1993, 2012  
Size: 3600 square feet  
Details: Single storied building with basement that consists of a banquet hall, kitchen, and two washrooms upstairs. The basement is used as a tennis club and consists of a small kitchenette, 2 washrooms, and living room area. A building code compliance report was completed in 2008. A structural assessment of this facility was completed in 2011. A major renovation to this facility was completed in 2012 to complete recommendations from the building code and structural engineer assessments.

### **Bartley Road Operations Building**

Address: 2570 Bartley Road, West Kelowna, BC  
Year Built: 1984  
Size: 3200 square feet  
Details: This is a single storied building with walkout basement. Upstairs is approximately 1600 square feet. Basement is approximately 1600 square feet. Building consists of reception area, offices, two lunchrooms, 3 washrooms, a locker room, and furnace room. The property this facility sits on acts as an operations yard. The fenced property contains various vehicles and equipment as well as two workshops. The future of this facility is unknown and as a result, general facility recommendations are only required at this time.

### **Elliott Road Operations Building**

Address: 3717 Elliott Road, West Kelowna, BC  
Year Built: 1971  
Size: 3200 square feet  
Details: This is a single storied building with crawl space. Building consists of a reception area, lunch room, two offices, and two washrooms. The property this facility sits on acts as an operations yard. The fenced property contains various vehicles and equipment as well as a work shop and a Britco trailer that is used as an additional washroom facility. The future of this facility is unknown and as a result, general facility recommendations are only required at this time.

**West Kelowna RCMP Detachment**

Address: 2390 Dobbin Road, West Kelowna, BC  
Year Built: 2010  
Size: 19,000 square feet  
Details: Building is a two storied LEED facility that consists of a reception area, meeting room space, offices, mechanical room, green roof, solar panels, rain water cistern, interview rooms, lunch room, and fitness area. There are no jail cells associated with this facility, however; a jail cell review and cost assessment has been completed for this facility. This facility is a newer building; as a result, only general recommendations are required at this time.

**Fire Hall 31**

Address: 3651 Old Okanagan Highway, West Kelowna, BC  
Year Built: (unknown) Additions 1975, 2009  
Size: 6000 square feet  
Details: Building consists of 4 fire bays, upstairs living quarters that include washrooms, bunk area, recreation room, and kitchen. An energy audit was completed on this facility in 2009. A facility assessment was completed on this building in 2011. Facility assessment included structural, mechanical, electrical, and architectural reviews and recommendations. A quantity surveyor's report was included in the facility assessment.

**Fire Hall 32**

Address: 2708 Ollala Road, West Kelowna, BC  
Year Built: 1971  
Size: 4032 square feet  
Details: Building consists of 2 fire bays, office area, and living quarters that include washrooms, bunk area, recreation room, and kitchen. . An energy audit was completed on this facility in 2009. A facility assessment was completed on this building in 2011. Facility assessment included structural, mechanical, electrical, and architectural reviews and recommendations. A quantity surveyor's report was included in the facility assessment

**Fire Hall 33**

Address: 1805 Westlake Road, West Kelowna, BC  
Year Built: 1979  
Size: 2000 square feet  
Details: Building consists of 2 fire bays, washrooms, and a kitchen area. . An energy audit was completed on this facility in 2009. A facility assessment was completed on this building in 2011. Facility assessment included structural, mechanical, electrical, and architectural reviews and recommendations. A quantity surveyor's report was included in the facility assessment.

### **Fire Hall 34**

Address: 3399 Gates Road, West Kelowna, BC  
Year Built: 1989  
Size: 4050 square feet  
Details: Building consists of 3 fire bays, washrooms, reception, office, and kitchen area. An energy audit was completed on this facility in 2009. A facility assessment was completed on this building in 2011. Facility assessment included structural, mechanical, electrical, and architectural reviews and recommendations. A quantity surveyor's report was included in the facility assessment.

### **Water Treatment Plant**

Address: 3184 Shetler Drive, West Kelowna, BC  
Year Built: 2007  
Size: 12,000 square feet  
Details: Building consists of a 12,000 square foot ground level footprint with two additional basement levels to house water treatment space and equipment. Facility also consists of meeting space, lunch room, washrooms, various mechanical rooms, chemical rooms, and storage room space. This facility is a newer building; as a result, only general recommendations are required at this time.

### **Webber Road Community Centre**

Address: 2829 Inverness Road, West Kelowna, BC  
Year Built: 1978  
Size: 8770 square feet  
Details: Building is an elementary school that was converted into a community centre. It consists of an office area, gymnasium, 2 kitchen areas, washrooms, and 7 classrooms. This building is owned by School District 23, however, it is currently being leased to the District. The expiration date on the lease is 2021 with an option to extend an additional 20 years. The conditions of the lease state that the District is responsible for maintaining the building, including capital improvements, throughout the duration of the lease agreement. All capital improvements need to be approved by the School District prior to being completed. As a result, general facility recommendations are only required at this time. An energy audit was completed on this facility in 2009.

**SAMPLE**

**SCHEDULE B**

**SERVICES CONTRACT FOR**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BETWEEN:           **DISTRICT OF WEST KELOWNA**  
2760 Cameron Road  
West Kelowna BC V1Z 2T6  
(the “District”)

AND:               **COMPANY**  
address  
  
(the “Consultant”)

GIVEN THAT the District wishes to engage the Consultant to provide certain services to the District and the Consultant wishes to contract with the District to provide such services to the District, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the District and the Consultant agree as follows:

**1. Definitions**

In this Agreement, in addition to the words defined above,

- (a) “Consultant’s Proposal” means the Consultant's written proposal to the District for performance of the Services, dated \_\_\_\_\_, a copy of which is attached.
- (b) “District Representative” means \_\_\_\_\_ or such other person as the District may appoint in writing.
- (c) “Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.
- (d) “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- (e) “Personnel” means any individuals identified by name in the Consultant’s Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the District;
- (f) “RFP” means the Request for Proposals for the services issued by the District dated \_\_\_\_\_.
- (g) “Services” means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.

- (h) “Specifications” means the specifications and other requirements for the Services set out in the RFP.
- (i) “Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

**2. Consultant Services**

The Consultant shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

**The Consultant shall:**

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the District and the District Representative;
- (e) promptly pay amounts owing to the District under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

**3. Term**

This Agreement shall commence on \_\_\_\_ and expire on \_\_\_\_\_.

**4. Consultant Personnel**

The Consultant will perform the Services using only the Personnel named in the Consultant’s Proposal, unless otherwise approved in writing by the District Representative.

**5. Warranty As To Quality of Services**

The Consultant represents and warrants to the District that the Consultant and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Consultant acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

**6. Remuneration and Reimbursement**

The District shall pay the Consultant for the performance of the Services as follows:

**[identify fees/disbursements or reference schedule or Consultant’s Proposal]**

**7. Taxes**

The District shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the District.

**8. Invoices & Payment**

Not more than once each month, the Consultant may deliver an invoice to the District, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The District shall, to the extent the District is satisfied the fees and disbursements are for Services satisfactorily performed by the Consultant, pay the Consultant the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

**9. District's Representative**

The District appoints the District Representative as the only person authorized by the District to communicate with the Consultant in respect of this Agreement. The District shall not be bound to the Consultant by communication from any person other than the District Representative.

**10. Indemnity**

The Consultant shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, Consultants and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Consultant, its employees, Consultants or agents, connected with the performance or breach of this Agreement by the Consultant. The Consultant's obligations under this section shall survive the expiry or earlier termination of this Agreement

**11. Workers Compensation**

The Consultant shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

**12. Insurance Requirements**

The Consultant shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The Consultant shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District and to:

- (a) name the District as additional insured;
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Consultant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any



act, omission or negligence of any third party which is not within the knowledge or control of the insureds;

- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the District Representative, acting reasonably.

**13. Errors & Omissions Insurance**

The Consultant shall, at the Consultant’s expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

**Minimum Insurance**

- (a) Consulting Services for projects not exceeding \$500,000 in value ----- \$1,000,000
- (b) Consulting Services for projects exceeding \$500,000 in value ----- \$2,000,000

\*The Maximum deductible in all categories shall be \$50,000/100,000

The Consultant accepts responsibility for the acts and omissions of all Sub-Consultants it may engage in rendering the Service on the Project.

The Consultant’s professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the District of West Kelowna with prior notice of changes and cancellations.

*“The Insurer and the Insured Consultant shall provide written notice to be delivered by hand, or sent by registered mail to the District of West Kelowna at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy”*

**14. Insurance Certificates**

The Consultant shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

**15. District May Insure**

If the Consultant fails to insure as required, the District may effect the insurance in the name and at the expense of the Consultant and the Consultant shall promptly repay the District all costs incurred by the District in doing so. For clarity, the District has no obligation to effect such insurance.

**16. Termination at District's Discretion**

The District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Consultant. If the District terminates this Agreement under this section, the Consultant shall be entitled to be paid for all Services satisfactorily performed by the Consultant up to the date of such termination in accordance with this Agreement. The Consultant is not entitled to, and irrevocably waives and releases the District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

**17. Termination for Default**

The District may terminate all, or any part of, the Services, by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- (a) the Consultant breaches this Agreement and the Consultant has not cured the breach, within five days after notice of the breach is given to the Consultant by the District; or
- (b) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Consultant shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the District exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The District may set off against, and withhold from amounts due to the Consultant, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Consultant's obligations under this Agreement and to be incurred by the District to complete all or any part of the Services.

**18. Records**

The Consultant:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be

open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;

- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

#### **19. Copyright and Intellectual Property**

The Consultant irrevocably grants to the District the unrestricted license for the District to use and make copies of for the District's purposes and activities any work whatsoever generated by or on behalf of the Consultant in performing the Services in which copyright may exist. Without limiting the foregoing, the Consultant irrevocably grants to the District the unrestricted license for the District to use for the District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

#### **20. Agreement for Services**

This is an agreement for the performance of services and the Consultant is engaged under this Agreement as an independent Consultant for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Consultant nor any of its employees or Consultants is engaged by the District as an agent of the District or has any authority to bind the District in any way whatsoever.

#### **21. Withholding Taxes**

The Consultant will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees. The Consultant agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

#### **22. Assignment**

The Consultant shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

#### **23. Time of the Essence**

Time is of the essence of this Agreement.

#### **24. Alternative Rights and Remedies**

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

**25. Notice**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

- (a) To the District:  
District of West Kelowna

Fax Number: (250)  
E-mail Address:  
Attention:

- (b) To the Consultant:

Fax Number: (250) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

**26. Interpretation and Governing Law**

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

**This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.**

**27. Binding on Successors**

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

**28. Entire Agreement**

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

**29. Waiver**

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

**DISTRICT OF WEST KELOWNA**

by its authorized signatories:

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Clerk:

**[IF CONSULTANT IS AN INDIVIDUAL]**

Signed, Sealed and Delivered in the presence of: )  
)  
)

\_\_\_\_\_  
Witness: )  
)

\_\_\_\_\_  
Address: )  
)

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
Name:

**[IF CONSULTANT IS A CORPORATION]**

by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**SCHEDULE C**

**EVALUATION SCORE SHEET**

PROJECT: _____		POOR	MARGINAL	FAIR	GOOD	OUTSTANDING	TOTAL OF 100
PROPONENT: _____							
CRITERIA	WEIGHT	0.4	0.5	0.7	0.9	1	MAX PTS 100
Experience of the Consultant	20						
Methodology	25						
References	10						
Schedule	15						
Clarity of Proposal	5						
Price (lowest priced proposal divided by the next evaluated proposal price x 25)	25						
<b>EVALUATION TOTAL:</b>							

**Evaluated By:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix A – District of West Kelowna List of Facility Assessments

Facility	Assessments Completed	Assessment Required
Municipal Hall	2012 - Office Accommodation Study 2010 - Parks and Recreation Master Plan 2009 - Energy Audit 2000 - Mt Boucherie Master Plan	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> <li>➤ Building Code Analysis</li> <li>➤ Accessibility Review</li> <li>➤ Structural Analysis</li> <li>➤ Roofing Study</li> <li>➤ Mechanical / HVAC Analysis</li> <li>➤ Electrical Analysis</li> </ul>
Royal LePage Place	2010 - Building Envelope Study 2010 - Parks and Recreation Master Plan 2009 - Energy Audit 2000 - Mt Boucherie Master Plan	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> <li>➤ Facility Space Analysis</li> </ul>
Jim Lind Arena	2011 - Facility Assessment 2010 - Parks and Recreation Master Plan 2009 - Energy Audit 2000 - Mt Boucherie Master Plan	
Johnson Bentley Memorial Aquatic Centre	2012 - Facility Assessment 2010 - Parks and Recreation Master Plan 2009 - Energy Audit	
Senior Centre	2010 - Parks and Recreation Master Plan 2009 - Energy Audit	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> <li>➤ Building Code Analysis</li> <li>➤ Accessibility Review</li> <li>➤ Structural Analysis</li> <li>➤ Roofing Study</li> <li>➤ Electrical Analysis</li> </ul>
Westbank Museum	NONE	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> <li>➤ Building Code Analysis</li> <li>➤ Accessibility Review</li> <li>➤ Structural Analysis</li> <li>➤ Roofing Study</li> <li>➤ Building Envelope Study</li> </ul>
Lakeview Heights Community Hall	2010 - Parks and Recreation Master Plan 2008 - Building Code Compliance Report	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> </ul>



Bartley Road Operations Building	NONE	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> <li>➤ Building Code Analysis</li> <li>➤ Accessibility Review</li> <li>➤ Energy Savings</li> <li>➤ Facility Space Analysis</li> <li>➤ Structural Analysis</li> <li>➤ Roofing Study</li> <li>➤ Building Envelope Study</li> <li>➤ Mechanical / HVAC Analysis</li> <li>➤ Electrical Analysis</li> </ul>
Elliot Road Operations Building	NONE	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> <li>➤ Building Code Analysis</li> <li>➤ Accessibility Review</li> <li>➤ Energy Savings</li> <li>➤ Facility Space Analysis</li> <li>➤ Structural Analysis</li> <li>➤ Roofing Study</li> <li>➤ Building Envelope Study</li> <li>➤ Mechanical / HVAC Analysis</li> <li>➤ Electrical Analysis</li> </ul>
West Kelowna RCMP Detachment	2012 - Jail Cell Addition Study	
Fire Hall 31	2011 - Facility Assessment 2009 - Energy Audit	
Fire Hall 32	2011 - Facility Assessment 2009 - Energy Audit	
Fire Hall 33	2011 - Facility Assessment 2009 - Energy Audit	
Fire Hall 34	2011 - Facility Assessment 2009 - Energy Audit	
Water Treatment Plant	NONE	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> </ul>
Webber Road Community Centre	2010 - Parks and Recreation Master Plan 2009 - Energy Audit	<ul style="list-style-type: none"> <li>➤ Architectural Review / Recommendations</li> <li>➤ Building Code Analysis</li> <li>➤ Accessibility Review</li> <li>➤ Roofing Study</li> <li>➤ Mechanical / HVAC Analysis</li> <li>➤ Electrical Analysis</li> </ul>