

REPORT TO COUNCIL



Date: May 3, 2012
File: 2380-20
To: City Manager
From: Manager, Property Management
Subject: Concession Bid Award - Hot Sands Beach (City Park)
Report Prepared by: T. Abrahamson, Property Officer

Recommendation:

THAT Council approve the City entering into a three (3) year contract with an option to renew for two (2) additional one (1) year terms, with Service Stars F&B Services, to provide concession services at Hot Sands Beach in City Park on Water Street, in the form attached to the Report of the Manager, Property Management, dated May 3, 2012;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute all documents associated with the contract.

Purpose:

To obtain Council endorsement to award a three (3) year concession contract to operate a food concession at Hot Sands Beach for the summer seasons.

Background:

The Property Management branch of Real Estate & Building Services department issued Requests for Proposals for two (2) vending operations as shown on the attached map (Schedule A) and located at:

- Hot Sands Beach (seasonal May-Sept)
- Queensway Bus Loop (year-round operation)

In March 2012, staff offered bid packages for both locations on the City's website as well as advertising in the local newspaper. Informational meetings and site visits were held for both opportunities with closing dates for the sealed bids of 3:00pm, April 23, 2012.

Three bids were received for Hot Sands Beach, and no bids were received for the Queensway Bus Loop vending opportunity. Bids received for Hot Sands Beach were then evaluated independently by a staff selection committee which led to the recommendation above.

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Bids were evaluated on the following criteria: (1) relevant experience, qualifications and successes (2) proposed food items and proposed prices (3) overall proposal for operating a high quality, service oriented venture and (4) total value to the City.

Summary of Concession Opportunity recommended to be awarded:

Service Star F&B Services - Hot Sands Beach: will be offering food services on a seasonal basis, featuring an International Sandwich concept, a selection of smoothies, soups, salads, beverages, as well as a pre-ordered Picnic Basket concept for guests exploring the Okanagan Valley. This operator supports the Kelowna Food Bank and will donate 1% of top-line revenue at the end of each season, and will hold a "Random Act of Kindness" event during the month of September by giving away limited food and beverage vouchers to guests in and around Hot Sands Beach.

Financial/Budgetary Considerations:

Yearly revenue for the term of the contract is as follows:

2012 - \$4,500

2013 - \$5,000

2014 - \$5,500

Rent for this location in 2011 was \$1,000.

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:


In light of the above, the Property Management branch of the Real Estate & Building Services department request Council's support of this contract.

Submitted by:



Ron Forbes, Manager
Property Management

Approved for inclusion:



D. Edstrom, Acting Director, Real Estate & Building Services

cc: Director, Financial Services

Schedule 'A'



P:\017\AF\TIN\210102\017\HOT SANDS BEACH AND QUEENSWAY BUS LOOP.MXD

**CONCESSION LICENSE OF OCCUPATION AGREEMENT
Reference Concession Service Package 2012**

BETWEEN:

CITY OF KELOWNA
1435 Water Street
Kelowna, British Columbia V1Y 1J4

OF THE FIRST PART

AND:

SERVICE STARS F&B SERVICES
#202 - 539 Sutherland Avenue
Kelowna, British Columbia V1Y 5X3

(the "Contractor")

OF THE SECOND PART

WHEREAS the City desires to appoint the services of the Contractor to provide Concession Services (the "Services") at Hot Sands Beach Concession at 1220 Water Street, Kelowna, BC.

NOW THEREFORE this Agreement witnesses that the parties hereby covenant and agree with each other as follows:

Services

The Contractor shall provide services on the terms and conditions set out in this Agreement and are binding upon the parties.

Appendices

The following attached Appendices are a part of this Agreement:

- Appendix A - Insurance Requirements
- Appendix B - Scope of Services
- Appendix C - Fees - Schedule
- Appendix D - Premise
- Appendix E - Concession Bid for Hot Sands Beach

If there is any inconsistency or conflict between the provisions of the Agreement and the Appendices, the Agreement shall govern and take precedence over all other Contract Documents.

AGREEMENT TERMS AND CONDITIONS

1.0 Definitions (For purposes of this Agreement, the following terms shall have the meanings set forth below):

"Agreement" means the executed agreement between the City and the successful Contractor on the terms and conditions set out in this document;

“**Agreement Administrator**” refers to the individual appointed by the Manager, Property Management to administer this Agreement on behalf of the City, and any participating members and other authorized purchasers;

“**City’s Representative**” means the Manager, Property Management or his designate;

“**Department**” means the Real Estate & Building Services department of the City of Kelowna

“**Department Representative**” means the Manager, Property Management, who shall represent all City Departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative and notified to the Contractor;

“**Event of Default**” references Article 6.1(c);

“**Force Majeure**” shall mean failures which occur for reasons beyond the reasonable control of the non-performing party, which include acts of God, acts of any governmental authority, strikes, blacklisting, embargo, and lockouts or other industrial disturbances not related to that Party, acts of the public enemy, wars, blockades, insurrections, explosions, rebellions, revolutions, riots, epidemics, landslides, lightning, earthquakes, storms, subsidence, floods, fires, high waters, washouts, orders or acts of civil or military authorities, or civil disturbances, but it shall not include: any inability to fulfill its financial obligations or financial difficulty or condition, insolvency, or any court protection from creditors or any other occurrence similar to those recited, which is beyond the reasonable control of the non-performing party;

“**G.S.T.**” means any Goods and Services Tax payable in connection with the goods and services pursuant to the Excise Tax Act of Canada and shall also include any sales, value added or like taxes as well as any capital tax adopted by any lawful authority as may be amended from time to time;

“**H.S.T.**” means any Harmonized Sales Tax payable in connection with the goods and services pursuant to the Excise Tax Act of Canada and shall also include any sales, value added or like taxes as well as any capital tax adopted by any lawful authority as may be amended from time to time;

“**Term**” means the term as specified in Section 5.0;

“**Schedule**” means a schedule to this agreement;

“**Seasonal Term**” as used herein shall mean a four-month period from May 15th to September 15th, 2012, May 15th to September 15th for 2013 and May 15th to September 15th for 2014, in the Term.

2.0 Interpretations

- (a) “Authorized”, “directed”, “required”, “requested”, “approved”, “ordered”, “sanctioned”, and “satisfactory” shall, unless some other meaning is obvious from the context, respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City;
- (b) “Determination” shall mean the written documentation of a decision of the City’s Representative including findings of fact to support a decision. A Determination becomes part of the procurement file to which it pertains;
- (c) the Heading and Subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof;
- (d) the word “including”, when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, 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 but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplement or superseding the same;
- (f) no approval, authorization, sanction or permission required to be provided hereunder shall be unreasonably or arbitrarily withheld or delayed by the party providing same; and
- (g) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals shall include firms and corporations, and vice versa.

3.0 Representations of Contractor

3.1 The Contractor covenants, represents and warrants to the City that:

- (a) Contractor is a duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
- (b) Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;
- (c) all necessary proceedings have been taken to authorize Contractor to enter into this Agreement and to execute and deliver this Agreement;

- (d) this Agreement has been properly executed by Contractor and is enforceable against Contractor in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made furnished or given by Contractor, its directors, officers or anyone acting on behalf of Contractor, to the City in connection with this Agreement is materially correct and accurate;
- (f) Contractor has no knowledge of any fact that materially adversely affects or, so far as it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Agreement;
- (g) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on, its contracting documents, or any contract or agreement to which it is a party;
- (h) Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfill its obligations under this Agreement;
- (i) Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has complied with all Workers' Compensation legislation and other similar legislation to which it is subject and has paid all taxes, fees and assessments due by Contractor under those laws as of the reference date of this Agreement;
- (j) Contractor holds all permits, licenses, consents and authorities issued by any level of government, or any agency of any level of government, that are required by law to conduct its business;
- (k) Contractor's investigation has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the City;
- (l) Contractor accepts the risks assigned within this Agreement identified as being borne by Contractor;
- (m) Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable it to fully perform the work;
- (n) Contractor pays punctually as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings;
- (o) Contractor has investigated and satisfied itself of every condition affecting the work including labour, equipment and material to be provided; but not limited to, the

standards, responsibilities, task schedules and subsequent written instructions if any, all as prepared by the City;

- (p) Contractor acknowledges that it has the responsibility for informing itself of all aspects of the work and all information necessary to perform the work;
- (q) Contractor will comply with all the requirements of the Agreement and will perform all work and supply all labour, equipment and materials necessary to do so;
- (r) Contractor is an independent Contractor and not the servant, employee, partner, or agent of the City;
- (s) Contractor will not, in any manner whatsoever, commit or purport to commit the City to the payment of any money to any person;
- (t) no partnership, joint venture, or agency involving the City is created by this Agreement or under this Agreement;
- (u) the City may, from time to time, give such instructions to Contractor as the City considers necessary in connection with provision of the work, which instructions Contractor will comply with, but Contractor will not be subject to the control of City with respect to the manner in which such instructions are carried out;
- (v) all employees and sub-contractors employed by Contractor to provide the work are at all times the employees and sub-contractors of Contractor and not of the City. Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee, and
- (w) Contractor has independently reviewed all labour relations issues related to the performance of Contractor's obligations under this Agreement.

4.0 General Obligations of Contractor

4.1 Contractor shall:

- (a) offer Food Concession services, as set out in the Scope of Services attached as Schedule "B";
- (b) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of Mobile Concession services during the term;
- (c) use its best endeavours to provide the services to the City in a timely manner and in accordance with the terms of the Contract;
- (d) ensure that all its employees engaged in this contract are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Mobile Concession standards for persons having those qualifications and experience;

- (e) follow all instructions of the City's Manager, Property Management in respect of the performance by Contractor of its obligations under this contract and as set out in the Food Concession Bid Package submitted by Service Stars F&B Services dated April 23, 2012 and attached as Schedule "E" and cooperate fully with the various departments and act in good faith towards the City;
- (f) maintain clear communication lines with staff in order to offer the best customer service;
- (g) comply with all laws; and
- (h) only use the facilities provided by the City for the purposes of this Contract.

5.0 Term

5.1 Collectively, the Initial Term and Renewal Term are referred to as the "Seasonal Term".

5.2 Initial Term

The term of the "Agreement" shall be for a four (4) month period running from May 31st to September 15th in 2012, May 15th to September 15th, in 2013 and May 15th to September 15th, in 2014, and will expire no later than September 15th, 2014, subject to specific termination rights in this document and subject to a first option to extend the Agreement at the sole and exclusive discretion of the Manager, Property Management.

5.3 Renewal Term

The City agrees that prior to entering into discussions with any third party with respect to the supply and/or advertising of a Mobile Concession for the period commencing after the end of the Initial Term, the City may in its sole discretion with respect to each renewal term renew this Agreement for an additional year to a maximum of two (2), one (1)-year renewals following the completion of the Initial Term.

No later than ninety (90) days prior to the start of the optional second consecutive term of the Agreement (**May 15th, 2015**), the City may exercise an option to renew for an additional season in 2015, provided the Contractor is in total compliance with all the terms and conditions of the Agreement.

The City of Kelowna shall notify the Contractor of its intentions to exercise the aforementioned option in writing.

6.0 Termination - City

6.1 This Agreement will terminate:

- (a) at the expiration of the initial term, unless extended by mutual agreement; or
- (b) If at any time there occurs an Event of Default (defined below), the City may give written notice ("Notice of Complaint") to Contractor specifying in reasonable detail

the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues un-remedied for a period of seven (7) days after receiving the Notice of Complaint thereof from the City, then the City may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the City, Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the City, as determined by mutual agreement.

- (c) For the purposes hereof, "Event of Default" shall mean any one or more of the following:
 - (i) if Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;
 - (ii) if Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;
 - (iii) if Contractor has made an assignment of the Agreement without the required consent of the City; and
 - (iv) if Contractor fails to provide Food Concession services as required under the terms of this Agreement.
- (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

7.0 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this agreement or related to this agreement ("Dispute") using the dispute resolution procedures set out in this section.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a

mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Kelowna, British Columbia. Each party will equally bear the costs of the mediator and other out-of pocket costs and each party will bear its own costs of participating in the mediation.

8.0 Compensation to the City

8.1 The initial Agreement, with an optional renewal for the following years, will commence immediately upon authorization of an Agreement for Mobile Concession in the beach parks. **The Proponent will pay a monthly fee as detailed in Appendix C Fees Schedule.**

9.0 Independent Contractor

9.1 Nothing in this Agreement shall be construed as to constitute a partnership between the City and Contractor. The duties to be performed and the obligations assumed by Contractor under this Agreement shall be performed and assumed by it as an independent Contractor and not an agent or in any other way a representative of the City. In no circumstances shall Contractor have any authority to represent or contract on behalf of or otherwise bind the City.

9.2 Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.

9.3 Employees

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned, and shall devote only his best-qualified personnel to work on this project. Should the City deem anyone employed on the work incompetent or unfit for his duties, and so inform the Contractor, Contractor shall immediately remove such person from work under this contract and he/she shall not again, without written permission of the City, be assigned to work under this contract. All Contractor employees working in the City must complete and clear a criminal record check.

10.0 Liaison

10.1 Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:

- Contractor shall appoint a representative (“Contractor’s Representative”) who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of Contractor’s Representative; and
- The City shall appoint a representative (“City’s Representative”) who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this

Agreement, plus an alternative representative to so act in the absence or inability to act of the City's Representative.

- 10.2 Each party's representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor Representative and the City's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

11.0 Governing Law

- 11.1 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the City in respect of this Contract, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.
- 11.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the contract comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Kelowna Policies and By-laws and Parks, Recreation and Cultural Services Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the Act and the regulations then in force.

12.0 Waiver - City

- 12.1 Any failure of the City at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the City at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.
- 12.2 No action or want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

13.0 Waiver - Contractor

- 13.1 Any failure of the Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.
- 13.2 No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

14.0 Subcontractors

- 14.1 Contractor shall not subcontract the whole of the work nor shall any part of the work be subcontracted without the prior written consent of the City's Representative, which consent may not be arbitrarily withheld in the City Representative's sole discretion.
- 14.2 The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve it of the responsibility for the proper commencement, execution or completion of the duties, obligations or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its subcontractors.

15.0 Amendments

No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

16.0 Survival of Covenants

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20.0 shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

17.0 Confidentiality of Information

The Contractor should be aware that the City of Kelowna is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

18.0 Non Assignability

This Agreement may not be assigned by Contractor without the prior written consent of the City. For the purpose of this Agreement, a change in the corporate control of Contractor, shall be deemed to be an assignment requiring the consent of the City pursuant to the terms hereof.

19.0 Joint and Several

If this Agreement is executed by more than one person, firm or Corporation, it is understood and agreed that all persons, firms or Corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

20.0 Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arose out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

21.0 Insurance & Indemnity

21.1 Indemnity Save Harmless

Contractor agrees to indemnify and save harmless the City, its elected officials, officers, employees and agents, from and against all claims, liabilities, demands, actions, proceedings, loss and expense (including legal costs) whatsoever for damage to or destruction or loss of property and loss of use thereof, and injury to or death of any person or persons arising directly or indirectly out of (i) the installation, operation, use, relocation, removal, maintenance and/or repair of any/all equipment or of property of Contractor (ii) the performance, purported performance or non-performance of this Agreement, or (iii) any act of negligence, willful misconduct or omission by Contractor, its employees subcontractors and agents except only where such death, injury to persons or damage to property is due to the sole negligence of the City.

21.2 Insurance

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the City as detailed in Appendix A

21.3 Compliance with Statutes, By-laws & Regulations

The Contractor shall in the performance of the Agreement, comply with all applicable City By-laws, and all amendments thereto and The Consumer Protection Act, R.S.B.C. 1996, c.69, and any other applicable acts or regulations.

All equipment/vehicles used for the work outlined in the Agreement must comply with the Motor Vehicle Act, R.S.B.C. 1996, Chapter 318 and Regulations, as amended and the Commercial Transport Act, R.S.B.C. 1996, Chapter 58 and Regulations, as amended.

All principal vehicles of the Contractor will be identified with signs setting out its name and telephone number. Employee owned vehicles, which may be periodically used for company business, will not necessarily be marked.

22.0 Occupational Health and Safety

22.1 The Contractor agrees that it is the Prime Contractor for the purposes of the *Workers Compensation Act*. The Contractor shall have an occupational health and safety program acceptable to the WorkSafe BC Board and shall ensure that all WorkSafe BC Health & Safety Regulations are observed during performance of this Contract, not only by the Contractor, but by all workers, subcontractors, employees, personnel, servants and others engaged in the performance of this Contract.

22.2 The Contractor and its workers, subcontractors, employees, personnel, servants and others engaged in the Services shall conform to all current occupational health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The City may, on twenty-four (24) hours written notice to the Contractor, suspend the Services hereunder immediately as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected.

22.3 Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the City against any loss or expense or penalty suffered or incurred by the City by reason of failure of the Contractor, its agents or employees, or any subcontractors of the Contractor, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations mentioned above.

23.0 WorkSafe BC Coverage

23.1 The Contractor agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for full WorkSafe BC coverage for itself and all workers, subcontractors, employees, personnel, servants and others engaged in or upon any Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of the Services done or Services performed in fulfilling this Contract have been paid in full.

23.2 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Contract.

23.3 The Contractor shall indemnify and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

24.0 Conflict of Interest

A council member or any employee of the City shall not have a direct or indirect interest in a Company or own a Company that is the successful Contractor.

The Contractor shall disclose to the City prior to accepting the contract, any potential conflict of interest. If such a conflict of interest does exist, the City may, at its sole discretion, withhold the contract from the Contractor until the matter is suitably resolved. And further, that if during the conduct of the contract, the Contractor is retained by another client giving cause to a potential conflict of interest, then the Contractor shall so inform the City. If a significant conflict of interest is deemed by the City to exist, then the Contractor shall refuse the contract or shall take such steps as are necessary to remove the conflict of interest.

Contractor shall disclose to the City Representative, prior to awarding of the Contract, any actual, potential or apparent conflict of interest. If such a conflict of interest does exist, the City may, at its discretion, withhold the Contract from the Contractor until the matter is resolved to the satisfaction of the City.

Contractor will upon request, provide all pertinent information regarding ownership of their company. This information to be supplied within forty-eight (48) hours after request.

25.0 Non-liability of City Officials

Under no circumstances shall any officer, employee, or agent of the City of Kelowna acting within the course and scope of his/her City responsibility be personally liable to the Contractor, or any party claim through or on behalf of the Contractor, with regards to the contract, including but not limited to its negotiation, execution, performance, or termination.

26.0 Protection and Security

a) **Acknowledgment of Proprietary Materials/Limitations on Use.** Contractor acknowledges that the records are unpublished work for purposes of copyright law and embodies valuable confidential and secret information of the City. The Contractor will treat such information so received in confidence and will not use, copy, disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under the Agreement. Notwithstanding the above, nothing herein shall prevent the Contractor

from utilizing same or similar information, if it is independently provided by a third party or independently developed in-house.

- b) **Property Rights.** Each party acknowledges and agrees that the other party's products and all other material related thereto constitute valuable trade secrets of the party furnishing the products or materials, or proprietary and confidential information of such party, and title thereto remains in such party. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the products and related material are and remain in the party furnishing such products. All other aspects of the products and related material, including without limitation, technologies, procedures, programs, methods of processing, specific design and structure of individual programs and their interaction.

27.0 Business Licence

The Contractor shall have or obtain a City of Kelowna Business License and shall keep the license current for the duration of the contract term.

28.0 Contractor Performance Review

Contractor's performance will be evaluated by the City no less than annually on the following criteria:

- ❖ Volume of customer complaints.
- ❖ Service levels.
- ❖ Cleanliness of sites.
- ❖ Adherence to the terms and conditions of this agreement.

29.0 Business Review & Planning

- 29.1 Contractor agrees to conduct annual business review meetings with Property Management Department Representatives if required.

30.0 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

31.0 Service of Notices

- 31.1 All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by (i) facsimile transmission, if the matter is urgent or immediate; (ii) personally delivered; or (iii) transmitted by prepaid registered mail, to the party to whom such notice or communications is being given at the following address or fax number:

(City Representative)

Attention: Ron Forbes
Manager, Property Management
City of Kelowna
1435 Water Street, Kelowna, British Columbia V1Y 1J4
Telephone: 250-469-8669 Fax No.: 250-862-3349
E-mail: rforbes@kelowna.ca

(Contractor Representative)

Attention: Roy Grossman
Service Stars F&B Services
#202 - 539 Sutherland Avenue, Kelowna, BC, V1Y 5X3
Telephone: 250-870-3863 Fax No.: 250-860-9659
E-mail: service.stars@yahoo.ca

31.2 Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) five (5) days after posting if transmitted by mail, or (iii) on the date of transmission if transmitted by fax (provided the sending machine gives confirmation that all pages have been transmitted to the fax number of the receiver without error), whichever shall be first.

IN WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed on the day and year indicated below.

Accepted and executed on behalf of the parties this ____ day of May, 2012

SERVICE STARS F&B SERVICES

by its authorized signatories:



Roy Grossman

CITY OF KELOWNA

by its authorized signatories:

Appendix A - Insurance Requirements

1. Contractor To Provide

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Work or Services until total completion of the Work or Services or such longer period as may be specified by the City.

2. Insurance

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- 2.1 WorkSafe BC Insurance covering all employees of Contractor engaged in the Work or Services in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.
- 2.2 Comprehensive General Liability Insurance
 - (i) providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident;
 - (ii) providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract;
 - (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
 - (iv) providing for Completed Operations Liability to continue for a period of 24 months after total completion of the Work or any part of the Work.
 - (v) providing for the use of explosives for blasting; vibration from pile driving or caisson work; the removal of, or weakening of support of such property, building or land, whether such support shall be natural or otherwise; demolition; or any other work below ground level.
 - (vi) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.
- 2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive,

for loss or damage including personal injuries and death resulting from any one accident or occurrence.

2.4 All Risks Insurance for loss of or damage to all Contractor's equipment, owned, leased or for which Contractor may otherwise be responsible and used or to be used in the performance of the Work. This insurance shall be for an amount not less than the replacement cost value of the equipment. In the event of loss or damage, Contractor shall if so requested by the City, forthwith replace such lost or damaged equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the City.

3. **The City Named As Additional Insured**

The policies required by sections 2.2 and 2.3 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. **Contractor's Subcontractors**

The Contractor shall require each of its subcontractors to provide comparable insurance to that set forth under section 2.

5. **Certificates of Insurance**

The Contractor agrees to submit Certificates of Insurance, in the form of Appendix A-1, attached hereto and made a part hereof, for itself and for all of its subcontractors to the Risk Management Department of the City prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellations of any such policy or policies.

6. **Other Insurance**

After reviewing the Contractor's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the Contractor's expense.

7. **Additional Insurance**

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The Contractor shall ensure that all of its subcontractors are informed of and comply with the City's requirements set out in this Appendix A.

8. **Insurance Companies**

All insurance, which the Contractor is required to obtain with respect to this contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

9. **Failure to Provide**

If the Contractor fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Contractor. The

Contractor expressly authorizes the City to deduct from any monies owing the Contractor, any monies owing by the Contractor to the City.

10. **Non-payment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any subcontractor shall not be held to waive or release the Contractor or subcontractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor or any subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Contractor as stated in section 9.



CERTIFICATE OF INSURANCE

City staff to complete prior to circulation

City Dept.: _____
 Dept. Contact: _____
 Project/Contract/Event: _____

Insured

Name: _____
 Address: _____

Broker

Name: _____
 Address: _____

Location and nature of operation and/or contract reference to which this Certificate applies:

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive

- It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:
1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
 2. The City of Kelowna is named as an Additional Insured.
 3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

_____ Print Name

_____ Title

_____ Company (Insurer or Broker)

_____ Signature of Authorized Signatory

_____ Date

APPENDIX B - SCOPE OF SERVICES

General Scope of Services of the Contractor

The Contractor will provide, equip and operate a concession within the designated area of the concession building during the period of May 15th to September 15th of each year beginning May 15th, 2012. The Contractor will provide service at the concession location at a minimum between 10:00am to 8:00pm, 7 days per week, weather permitting.

The Contractor is to supply this service for a three (3) year period with the option of extending for two (2) additional one (1) year terms at the sole discretion of the City.

1. The Contractor will pay all permits, taxes and licenses
2. The Contractor will pay utility charges, if any.
3. The Contractor will provide a menu of items that will be offered for sale at their concession. The Contractor must supply healthy food choices as outlined in Schedule B-1.
4. The Contractor will clean and maintain the area surrounding the mobile unit to the satisfaction of the City, including clean-up of litter from the immediate area (a radius of 30 meters from the concession building). All paper products used shall be clearly identifiable with the contractor's operation. The Contractor will arrange for regular garbage pick-up.
5. The Contractor shall comply with all regulations regarding fire, traffic, safety and sanitation and shall acquire all necessary permits.
6. No outside advertising will be permitted without the consent of the City.
7. The use of individual packaged condiments is prohibited.
8. The Contractor will have the exclusive right to operate a food concession within the designated sites, subject only to the City maintaining the right to lease or otherwise permit operation of "other concessions" within the individual sites for a maximum of five (5) days each season in conjunction with special events.
9. The Contractor must seek to minimize any conflict with adjacent property owners.
10. The Contractor shall be allowed to display one professionally made sign at the space allotted. The sign is subject to City approval prior to posting.
11. The Contractor may not sublet, nor assign the contract without the written consent of the City which shall be at the City's sole discretion. The minimum amount for such assignment shall be \$500.00 payable from the Contractor to the City.
12. The Contractor is required to supply a bid deposit in the form of a certified cheque payable to the City of Kelowna in the amount of \$1,000. The deposit of the successful Contractor will be retained as a "performance deposit" and the City will place it into an interest bearing account with the interest accruing to the depositor.

Appendix B-1

Healthy Food Choices - Check mark system

Choose Most <i>//</i>	Choose Sometimes <i>/</i>	Choose Least	Not Recommended
These items, including whole grain breads and fresh vegetables, tend to be the highest in nutrients, the lowest in unhealthy components, and the least processed.	These items include such things as fruit canned in light syrup, represent choices that are moderately salted, sweetened or processed.	These items including such things as fries tend to be low in key nutrients such as iron and calcium and highly salted, sweetened or processed.	These items, including candies and drinks where sugar is the first ingredient, or the second ingredient after water, tend to be highly processed, or have very high amounts of sweeteners, salt, fat, trans fat or calories relative to their nutritional value.

City of Kelowna staff will work closely with current concessionaires to achieve the following product proportions for packaged products as minimum standards. Percentages are based on BC School Guidelines for Healthy Food and Beverages and the Vancouver Coastal Health Policy.

- Within the category of beverages, at least 50% of product choices will be from the Choose Most and Choose Sometimes categories. And up to 50% of product choices may be from the Choose Least or Not Recommended categories.
- Within the category of foods, at least 70% of product choices will be from the Choose Most and Choose Sometimes categories, with no more than 35% of product coming from the Choose Sometimes category. And up to 30% of product choices may be from the Choose Least or Not Recommended categories, with no more than 15% from the Not Recommended category.

APPENDIX C - FEE SCHEDULE

2012

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$4,500.00** for **May 15th to September 15, 2012 plus HST**. Payment will be on or before as follows:

		Total Instalment
June 15, 2012	\$1,125 +12% (tax) \$135	= \$1,260.00
July 15, 2012	\$1,125 +12% (tax) \$135	= \$1,260.00
August 15, 2012	\$1,125 +12% (tax) \$135	= \$1,260.00
September 15, 2012	\$1,125 +12% (tax) \$135	= \$1,260.00

Donations: 1% of top line revenue to the Kelowna Food Bank; Random Act of Kindness event in September 2012

2013

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$5,000.00** for **May 15th to September 15, 2013 plus HST**. Payment will be on or before as follows:

		Total Instalment
June 15, 2013	\$1,250 +12% (tax) \$150	= \$1,400.00
July 15, 2013	\$1,250 +12% (tax) \$150	= \$1,400.00
August 15, 2013	\$1,250 +12% (tax) \$150	= \$1,400.00
September 15, 2013	\$1,250 +12% (tax) \$150	= \$1,400.00

Donations: 1% of top line revenue to the Kelowna Food Bank; Random Act of Kindness event in September 2013

2014

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$5,500.00** for **May 15th to September 15, 2014 plus HST**. Payment will be on or before as follows:

		Total Instalment
June 15, 2014	\$1,375 +12% (tax) \$165	= \$1,540.00
July 15, 2014	\$1,375 +12% (tax) \$165	= \$1,540.00
August 15, 2014	\$1,375 +12% (tax) \$165	= \$1,540.00
September 15, 2014	\$1,375 +12% (tax) \$165	= \$1,540.00

Donations: 1% of top line revenue to the Kelowna Food Bank; Random Act of Kindness event in September 2014

APPENDIX D - PREMISE



Appendix E - Service Stars F&B Services Concession Bid

City of Kelowna
Hot Sands Beach / City Park Food Concession Bid

Date: April 23rd, 2012

Attention: Ron Forbes, RPA
Property Manager
City of Kelowna
Real Estate and Building Services

CC: Tammy Abrahamson, RPA
Property Officer
Real Estate and Building Services

Stephanie Alexander
Administrative Clerk
Real Estate and Building Services

Submitted By: Roy Grossman

Business Name: Service Stars F&B Services
Business License #: 71096
Registered Partners: Roy Grossman* / Dave Polowy
Contact: H: 250-868-9659
C: 250-870-3863
E-mail: service.stars@yahoo.ca

Address: #202-539 Sutherland Avenue
Kelowna, BC
V1Y 5X3

Introduction:

Thank you for the opportunity to bid on the Hot sands Beach / City Park Food Concession. The bid format is laid out in "bullet statements" to ease the evaluation process. Enjoy, and if you have any further questions please do not hesitate to call.

Bid Document Outline – Section Breakdown

- 1) Relevant experience, qualifications and successes (30)
- 2) Proposed food items and proposed prices (20)
- 3) Overall proposal for operating a high quality, service oriented venture (30)
- 4) Total value of proposal to the City (20)

- 5) Submission Documents
- 6) References



Section One: Relevant experience, qualifications and successes

Experience

- Wafelicious Cart Operation (City of Kelowna Contract)... in the summer Queensway location and the winter Stuart Park location in the City of Kelowna.
- Kelowna Riding Club – Equi-Life Show Series (Spring & Fall events - Event Concession)
- McMillan Farms ...Pumpkin Patch (October 2011 - Event Concession)
- Downtown Kelowna Association – Fusion Festival (June 2011)

Qualifications

- Held senior management positions with Pan Pacific Hotels, Delta Hotels and Milestones Restaurants. All quality proven Guest service focused operations.
- Instructed Hospitality Management at Imperial Hotel Management College
- Proven track record in operating street vending operation.

Successes

- Overall Guest feedback on food quality and value at all locations of operation has been consistently high. *"The passion for the food really shows through"*.
- Perfected the "Art of Guest Interaction"... the ability to enhance the Guests visiting experience in three minutes or less.
- Give back to the Community event... in February 2012, **Wafelicious & Valley First** held a **"Random Act of Kindness"** (Blue Blitz) at Stuart Park Outdoor Rink. 200 skaters and visitors were treated to a complimentary Hot Chocolate and Liege Wafel.
- Maintained a solid recycle program and maintained a clean community environment while operating street vending unit.

Section Two: Proposed food items and proposed prices

The Menu Strategy

- Proposed menu features an **"International Sandwich"** concept. ***"Internationally designed made from the Okanagan's best"***. Also featured a selection of unique Smoothies. "Signature Cold Treat" product will be the "Wafel Ice Cream Sandwich" an original **Wafelicious** menu item.
- Menu respects the City of Kelowna *"Healthy Food Choices"* Guidelines.
- Additional menu concept(s) to be implemented... the pre-order **"Picnic Basket"** for Guests exploring the Okanagan Valley.

Pricing

- Competitive pricing allows affordable dining for single guest or families.
- All menu items designed to be of great perceived value.

The Menu

- See attached presentation copy of ***"Hot Sands Beach ...crafted street-food"*** menu.
- See attached (Appendix – A) menu analysis "City of Kelowna Healthy Food Guidelines".

Section Three: Overall proposal for operating a high quality, service oriented venture

- All employees to be **"WorldHost"** certified. The "WorldHost" program teaches front-line employees the skills and techniques that comprise the basics of service professionalism. Program is offered by Tourism British Columbia.
- The **"Hot Sands Beach ...crafted street-food"** mission is to enhance the visitors experience to City Park. All employees in the food service operation will maintain a vigilant "Guest Focus" attitude and take an active role as "Ambassador to the City of Kelowna".
- Will maintain a stock of Tourism Information material in the Hot Sands operation.
- No compromise "Quality Product" focus will be achieved through training of each employee.
- All food and beverage products used at Hot Sands Beach will be sourced from local purveyors when at all possible. New menu items will be featured as the harvest comes into season.
- All "to go" food service materials will be recyclable or compost able. All employees will be vigilant in maintaining a clean environment in and around the Hot Sands Beach operation.

Section Four: Total value of proposal to the City

The Offer to the City of Kelowna

- \$4,500 for complete 2012 season* (Year One) plus HST
 - \$5,000 for complete 2013 season* (Year Two) plus HST
 - \$5,500 for complete 2013 season* (Year Three) plus HST
- *Four Equal Monthly Installments paid by June 15, July 15, August 15 & September 15 annually.

Give Back to the Community

- 1% of top-line revenue (net tax) contributed to Kelowna Food Bank at the end of each season.
- Will hold a **"Random Act of Kindness"** event during the month of September. Limited Food & Beverage vouchers will be given out to Guests in and around Hot Sands Beach.

Section Five: Submission Documents

- City of Kelowna Business License - (Copy to be provided)
- Work Safe BC Coverage – Account # 866228-AA (Proof of coverage to be provided)
- Insurance Coverage (5M Liability) in place – City of Kelowna named as Additional Insured. (Copy to be provided)
- Food Safe Certification – Completion February 7, 2011 (Copy to be provided)

Section Six: References

Kelly Watt

General Manager - Sandman Hotel & Suites Kelowna

Tourism Kelowna – Board of Directors

Kelowna Hotel Motel Association – Secretary of the Board

Thompson Okanagan Tourism Association – Secretary of the Board

Direct: 250.980.3150

E-mail: kwatt@sandman.ca

Valley First

Contact: Ms. Agnes Zimorski

e-mail: azimorski@envisionfinancial.ca

McMillan Farms

Contact: Ron McMillan

e-mail: rcmcmillan@shaw.ca

Equi-life Sport Horses (Kelowna Riding Club)

Contact: Jesse Legroulx

e-mail: jesselegroulx@hotmail.com

Hot Sands Beach ...crafted street-food (Menu Analysis)

Revision: 4/23/2012 1:01 PM

Food Menu Item:	CHOOSE..... most most	some times	least least	not recom	Price (HST Inc)
the Saigon - "Banh Mi"		1			\$ 6.00
Pulled Pork Sandwich		1			\$ 6.00
Burrito	1				\$ 6.00
Bufalo Chicken Sandwich	1				\$ 6.00
Veg Wrap	1				\$ 5.00
the Triple Grilled Cheese		1			\$ 5.50
Grilled Mac & Cheese		1			\$ 5.00
Roast Chicken Wrap	1				\$ 6.00
the Coney Island			1		\$ 5.50
South of the Border Dog			1		\$ 5.50
Bavarian Smokie			1		\$ 5.50
Ballpark Dog			1		\$ 4.00
the Harvest - Smoothie	1				\$ 4.00
Strawberry Madness - Smoothie	1				\$ 4.00
Watermelon & Thai Basil - Smoothie	1				\$ 5.00
Banana Berry - Smoothie	1				\$ 4.00
Potato & Veggie Chip Selection		1	1	1	\$ 2.00
Chicken Soup "Udon"	1				\$ 4.00
Vegetarian Chili	1				\$ 5.00
Caeser Salad "on the go"	1				\$ 4.00
Mac & Cheese (side)			1		\$ 2.00
Cole Slaw (side)		1			\$ 2.00
Vegetarian Chili (side)	1				\$ 2.00
Caeser Salad (side)		1			\$ 2.00
Corn on the Cob		1			\$ 3.00
Crisp Veg & Ranch Dip	1				\$ 2.50
Cookie(s) (Healthy)		1			\$ 1.50
Healthy Choice Chocolate Bar		1			\$ 3.00
Granola Bar	1				\$ 1.50
Whole Fruit	1				\$ 1.50
Thick Sliced Watermelon	1				\$ 2.00
Wafel Ice Cream Sandwich			1		\$ 5.00
Ice Cream Cone (single)			1		\$ 3.00
Yogurt Ice Cream Bar		1			\$ 3.00
Yogurt & Fruit Parfait	1				\$ 5.00
	17	11	8	1	37

Food - Menu Mix:	46%	30%	22%	3%
	76%		24%	
	70% or more total		30% or less total	
**City of Kelowna Expectations:		35% or less		15% or less

Beverage:

Soft Drinks (Pepsi Products)				1	\$ 2.25
Zevia Soft Drinks (Healthy Option)		1			\$ 3.00
Ice Tea			1		\$ 2.25
Juice		1			\$ 2.25
Water	1				\$ 2.25
Coffee			1		\$ 2.75
Tea		1			\$ 2.00
Hot Chocolate			1		\$ 3.25
	1	3	3	1	8

Beverage - Menu Mix:	13%	38%	38%	13%
	50%		50%	
	50%		50%	
**City of Kelowna Expectations:	50%		50%	

Reference Note: Appendix - A (see page 2)



Hot Sands Beach

...crafted street-food

the Sandwich

International Design... Made from the "Best" of the Okanagan

the Saigon - "Banh Mi" \$6

sweet roasted pork on a thin layer of pate, Asian pickled vegetables, mayo & fresh cilantro on a French baguette

Burrito 6

chipotle marinated chicken breast with rice, beans, cheese & pico de gallo salsa, drizzled with avocado sauce

Veg Wrap 5

black beans, tomatoes, green peppers, cheddar cheese, onions & avocado sauce

Roast Chicken Wrap 6

roast chicken finished with a herb & roasted garlic drizzle, fresh veggies & a sun dried tomato wrap

the Coney Island 5.5

all beef wiener topped with chili, onions and ballpark mustard

Bavarian Smokie 5.5

New York style smokie, caramelized onions & dressed the way you like it...

Pulled Pork Sandwich \$6

slow roasted pork smothered in Memphis style bbq sauce topped with creamy coleslaw on a toasted baguette

Buffalo Chicken Sandwich 6

crispy chicken breast finished with buffalo wing sauce garnished with carrot & celery ranch slaw on a toasted bun

Grilled Mac & Cheese 5

sandwich filled with Mac & Cheese made with sharp Armstrong Cheddar

the Triple Grilled Cheese 5.5

three pieces of sourdough sandwiching melted Brie, Boursin and Gruyere

South of the Border Dog 5.5

chopped tomato & onion, pico de gallo salsa & drizzled with avocado cream, topped with fresh cilantro

Ballpark Dog 4

dog prepared New York style... you control the fixins'

Cool Fruit Smoothies

... the best of the Okanagan & the World blended to perfection

the Harvest 4

seasonal fruit blended with yogurt & squeezed orange juice

Strawberry Madness 4

nothing but strawberries, yogurt, a touch of vanilla & orange juice

Watermelon & Thai Basil 5

Okanagan watermelon, Thai basil, lime juice & yogurt

Banana Berry 4

banana & market fresh fruit compote, yogurt & Okanagan apple cider

*** Check out our great Potato & Veggie Chip Selection ...prices vary**

...at Hot Sands Beach we celebrate the harvest of the Okanagan ... "keeping it local"

Chicken Soup "Udon" 4
rich house made chicken soup loaded with
roast chicken & Udon noodles

Vegetarian Chili 5
a bowl of five bean chili, full of goodness
topped with sour cream & cheese... served
with tortilla chips

Caesar Salad "on the go" 4
crisp romaine dressed with roasted garlic
dressing, parmesan & croutons wrapped in
a whole-wheat tortilla

Side Orders

Side Mac & Cheese 2
Side coleslaw 2
Side Vegetarian Chili 2
Side Caesar Salad 2
Corn on the Cob 3

Snacks

Crisp Veg & Ranch Dip 2.5
Cookie 1.5
Healthy Choice Chocolate Bar 3
Chewy Granola Bar 1.5
Whole Fruit 1.5
Thick slice Watermelon 2

Most Excellent Cold Treats

**the Wafel
Ice Cream Sandwich**

Okanagans own **Wafelicious** Liege Wafel
filled with French Vanilla Ice Cream and a
Chocolate or Caramel Drizzle.

5

Single Scoop Ice Cream Cone 3 **Double Scoop Ice Cream Cone** 5
Yogurt Ice Cream Bar 3 **Yogurt & Fruit Parfait** 5

Cold Beverages

Pepsi Products 2.25
Zevia (Health Soft Drink) 3
Ice Tea 2.25
Juice 2.25
Water small 1.75 / large 2.25

Hot Beverages

Coffee 12oz 2.25 / 20oz 2.75
Tea (Selection) 2
Hot Chocolate 3.25

Hot Sands Beach
...crafted street-food

*Custom Picnics

Available for pre-order

...ask us to make it happen!

*menu prices include HST