



VILLAGE OF LIONS BAY

REQUEST FOR PROPOSAL (RFP)

RFP.19.03

For

**KELVIN GROVE WWTP
RBC DESIGN BUILD REPLACEMENT**

Village of Lions Bay
PO Box 141-400 Centre Rd,
Lions Bay BC, V0N 2E0

1. GENERAL INFORMATION

Issue Date:	December 16, 2019
Information Meeting:	At the time of issuance of this Request for Proposal (“RFP”), a meeting has not been scheduled (See section 2.1 of this RFP).
Closing Date:	<p>Proposals shall be submitted by no later than January 20, 2020 (the “Closing Date”) at 4:00pm. Proposals will be accepted between 10:00 AM and 4:00 PM only.</p> <p>The Offices at the Village of Lions Bay (Municipality) are closed on Wednesdays, weekends, and statutory holidays.</p>
Address for Proposal Delivery:	<p>The Proponent may submit the Proposal (including Schedule C in this RFP) to the Municipality by mail/hand at:</p> <p style="text-align: center;">Village of Lions Bay Municipal Offices PO Box 141-400 Centre Rd, Lions Bay BC, V0N 2E0</p> <p>The Proponent may also submit the Proposal via email to works@lionsbay.ca.</p>
RFP Inquiries / Municipal Representative:	<p>Naizam (Nai) Jaffer, Public Works Manager</p> <p>Telephone: (604) 921-9833</p> <p>Email: works@lionsbay.ca</p>
<i>See section 4.4 of this RFP.</i>	
Addenda Process:	<p>If the Municipality determines that an amendment is required to this RFP, the Municipality will issue an addendum that will form part of this RFP and post the addendum on the BC Bid Website at www.bcbid.gov.bc.ca (the “BC Bid Website”) and upon posting on the BC Bid Website, the addendum will be deemed to form part of this RFP. Upon submitting a Proposal, Proponent will be deemed to have received notice of all addenda that are posted on the BC Bid Website.</p>

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3. INTRODUCTION

3.1. Purpose

The purpose of this request for proposal (RFP) is to select a qualified and experienced firm to decommission and dispose of the existing rotating biological contactor (RBC) plant in the Kelvin Grove (KG) neighbourhood of Lions Bay and to design, supply, install, and commission a new prepackaged secondary treatment system consisting of a RBC plant and secondary clarifier that fits within the confines of the existing concrete well. For the duration of the decommissioning and disposal of the existing RBC, a secondary treatment system will need to be installed and effluent quality under the Municipality's existing permit must be met.

3.2. Definitions

In this RFP the following definitions shall apply:

- (a) **"Agreement"** means a formal written contract between the Municipality and a Preferred Proponent to provide the Services, the preferred form of which is attached as Schedule B;
- (b) **"Municipality"** means the Village of Lions Bay;
- (c) **"Municipal Representative"** has the meaning set out in section 4.4;
- (d) **"Contract"** has the same meaning as Agreement;
- (e) **"Contractor"** means the company/person that is hired under the Agreement to provide the Services;
- (f) **"Evaluation Team"** means the persons acting on behalf of the Municipality to evaluate the Proposals in accordance with Part 6 of this RFP;
- (g) **"Exceptions and Departures"** means Schedule C-1 to the form of Proposal attached as part of Schedule C.
- (h) **"Information Meeting"** has the meaning set out in section 4.1 of this RFP;
- (i) **"Preferred Proponent(s)"** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (j) **"Proponent"** means an entity that submits a Proposal;
- (k) **"Proposal"** means a proposal submitted in response to this RFP;
- (l) **"RFP"** means this Request for Proposals;
- (m) **"Services"** has the meaning set out in Schedule A of this RFP; and
- (n) **"Site"** means the location of the current Kelvin Grove wastewater treatment plant.

4. INSTRUCTIONS TO PROPONENTS

4.1. Information Meeting

At the time of issuance of this RFP an Information Meeting has not been scheduled.

4.2. Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Date but not after. An amendment shall be signed by an authorized signatory of the Proponent in the same manner as provided by section 5.2.

4.3. Late Proposals

Proposals received after 4:00 p.m. on the Closing Date may be rejected by the Municipality in its absolute discretion.

4.4. Inquiries

All inquiries related to this RFP should be directed in writing to the person named in Section 1 of this RFP (the “**Municipal Representative**”). Information obtained from any person or source other than the Municipal Representative may not be relied upon.

Inquiries should be made no later than five (5) days before Closing Date. The Municipality reserves the right not to respond to inquiries made within five (5) days of the Closing Date. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Municipality.

Proponents finding discrepancies or omissions in the Contract or RFP or having questions as to the meaning or intent of any provision, should immediately notify the Municipal Representative. If the Municipality determines that an amendment is required to this RFP, the Municipal Representative will issue an addendum in accordance with Section 1 of this RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

4.5. Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

4.6. Opening of Proposals

The Municipality intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

4.7. Status Inquiries

All inquiries related to the status of this RFP, including whether a Contract has been awarded, should be directed to the Municipal Representative.

5. PROPOSAL SUBMISSION FORM AND CONTENTS

5.1. Form of Proposal

Proponents should complete Schedule C - Form of Proposal. The schedules attached to Schedule C consisting of the following:

C-0 – Proponent Information

C-1 – Exceptions and Departures

C-2 – Questionnaire

C-3 – Pricing Proposal

Proponents are encouraged to use the forms provided and attach additional pages as necessary.

5.2. Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal must be signed by a person or persons authorized to sign on behalf of the Proponent.

5.3. Net Pricing on Proposal

All pricing shown on the Proposal is to be net of Goods and Services Tax, (and Provincial Sales Tax if applicable), and shown separately. All other taxes, duties, insurance in freight, customs clearance and other costs are to be included in the net price.

6. EVALUATION AND SELECTION

6.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Municipality by the Evaluation Team. The Evaluation Team may consult with others including, but not limited to, Municipal staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team may give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Municipality.

6.2. Evaluation Criteria

The Evaluation Team will evaluate and may compare all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the Municipality. It is anticipated that the Evaluation Team will use the following criteria as part of its evaluation:

(a) Experience with similar projects, Reputation and Resources	20%
(b) Technical; Approach and Methodology	20%
(c) Process Safety, Ease of Maintenance, and Warranty Period	15%
(d) Pricing Proposal	45%

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

The Evaluation Team reserves the right to not complete a detailed evaluation of a Proposal if the Evaluation Team concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be the selected Proposal.

6.3. Litigation

In addition to any other provision of this RFP, the Municipality may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the Municipality, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the Municipality will consider whether the litigation is likely to affect the Proponent's ability to work with the Municipality, its consultants and representatives and whether the Municipality's experience with the Proponent indicates that there is a risk the Municipality will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

6.4. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

6.5. Interviews

The Evaluation Team may, at its discretion, invite some or all the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

6.6. Multiple Preferred Proponents

The Municipality reserves the right and discretion to divide up the Services, either by scope, geographic area, budget availability, fiscal year, or other basis as the Municipality may decide, and to select one or more Preferred Proponents to enter into discussions with the Municipality for one or more Contracts to perform a portion or portions of the Services.

6.7. Negotiation of Contract and Award

If the Municipality selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into discussions and/or negotiations with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms and scope of services;
- (b) enter into a Contract with the Preferred Proponent(s); and
- (c) if at any time the Municipality reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Municipality may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

7. GENERAL CONDITIONS

7.1. Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Municipality or its representatives and consultants, relating to or arising from this RFP. The Municipality and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

7.2. No Tender

This RFP is not a tender and does not commit the Municipality in any way. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract. The Proponent may cancel or revoke its Proposal at any time until signing of a

formal written Contract. The Municipality may cancel the RFP process at any time until signing of a formal written Contract.

7.3. Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Municipality, its elected or appointed officials or employees. The Municipality may rely on such disclosure.

7.4. Solicitation of Council Members, Municipal Staff and Municipal Consultants

Proponents and their agents will not contact any member of the Municipality's Council, staff or consultants with respect to this RFP, other than the Municipal Representative named in section 1 of this RFP, at any time prior to the execution of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

7.5. Confidentiality

All submissions become the property of the Municipality and will not be returned to the Proponent. All submissions will be held in confidence by the Municipality unless otherwise required by law. Proponents should be aware the Municipality is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

SCHEDULE A – SCOPE OF SERVICES

The upper and lower Kelvin Grove (KG) neighbourhoods in the Municipality are serviced by a sanitary sewer network that culminates in a fixed film rotating biological contactor (RBC) wastewater treatment plant (WWTP) that was constructed in 1981 on the waterfront of Howe Sound, at the Kelvin Grove Beach Park. A total of 94 residential lots are connected to the WWTP through a network of 2,173 meters of 200mm PVC sanitary sewer pipes, manholes, and property connections or service laterals.

OBJECTIVE

The scope of work will include, but not be limited to, Site preparation, grading and excavation; installation of a temporary secondary treatment plant adjacent to the existing Site; decommissioning and disposal of the existing RBC; provision of the mechanical, piping, and electrical equipment; design, construction, and installation of a new RBC; integration with the existing sewer mains; installation of power, flow monitoring equipment, communications, and SCADA; installation of a backup generator; Site restoration and all ancillary works.

A condition of the Ministry of Environment and Climate Change Strategy (ENV's) Bypass Authorization is that a secondary wastewater system remain operational during the decommissioning, installation, and commissioning of the new system and that treatment parameters do not exceed those stipulated within the existing operating permit for the Site. Therefore, a temporary secondary treatment system is required for the duration of the project.

All works must proceed systematically and in accordance with the EHD Engineering Bypass Methodology & Process Description letter attached as Schedule E, which forms the basis for ENV's Bypass Authorization. Each stage must be reviewed and approved by the Municipality before proceeding to the next stage.

All approvals and permits must be obtained through all other authorities & regulatory agencies having jurisdiction, as required and including obtaining approvals for utility servicing.

The consultant's proposal must be of sufficient detail to address, *as a minimum*, all requirements identified in this Scope of Services.

QUALITY ASSURANCE

A single proponent qualified and experienced in the production of similar equipment shall provide the system. Proponent must have at least 5 years of experience in manufacturing and delivering RBC wastewater treatment technology. The proponent should have a minimum of 10 installations operating worldwide using the individual technology components.

KEY INFORMATION

Permit to Operate: The authority to discharge wastewater into the waters of Howe Sound is governed by the provincial *Environmental Management Act*. The Kelvin Grove WWTP operates under permit number 5188 (the “Permit”) which regulates the quantity and quality of the plant’s discharge. The parameters stipulated in the Permit are as follows:

Parameter	Permit Value
Volume (m ³ /day)	340
BOD ₅ (mg/L)	45
TSS (mg/L)	60

TREATMENT OBJECTIVES**1. RBC System Specification**

- (a) The RBC system must be designed to handle daily flows not exceeding 340 m³/day with the objective of maximizing the treatment capacity of the system. Historical flow data for 2017 and 2018 are contained within the Annual Reports here: <https://bit.ly/2q7zVWJ>. Current flows average 90 m³/day; however, with future development, flows could conceivably approach the 340 m³/day allowed within the permit hence the need to ensure maximum treatment capacity for the system.
- (b) Raw influent characteristics taken from a sample in March 2019 are as follows:

Parameter	Value
BOD ₅ (mg/L)	218
TSS (mg/L)	131

- (c) Water Temperature: 10°C to 30°C
- (d) Ambient Air Temperature (extremes): -10°C to 35°C

2. Performance Requirements

- (a) Required effluent BOD₅ limits not to exceed 45 mg/L at the exit of the secondary clarifier.
- (b) Required effluent TSS limits not to exceed 60 mg/L at the exit of the secondary clarifier.

3. Power Requirements

- (a) Proponent to confirm existing power supply is adequate for the system
- (b) Proponent is responsible to provide for all permits and upgrades required for power supply to the Site.

4. Design Parameters

- (a) The treatment system shall consist, in part, of RBC discs and equipment installed in coated steel tank(s).
- (b) The RBC treatment system's media packs and secondary clarifier shall fit within the confines of the existing concrete well space - refer to the as constructed drawings (Schedule D).
- (c) The RBC treatment system is to be furnished with the latest manufacturer's components and equipment available at the time of shipment.
- (d) In consideration of worker safety, the RBC tank and secondary clarifier shall be designed to provide for ease of access during maintenance and servicing and shall consider items such as:
 - External versus internal greasing points;
 - Intrinsic blowers and exhaust fans for confined space entry if required;
 - Intrinsic lighting sufficient to clearly illuminate the workings of the RBC unit; and
 - Intrinsic safety anchors and tie-off points for worker safety harnesses
- (e) Consideration will be given to RBC system designs that
 - protect wetted components from corrosion;
 - simplify the sludge removal and dewatering processes;
 - contain odour mitigation and control measures;
 - control internal condensation from affecting performance; and that
 - provide for easy access to system components including, but not limited to, instrumentation, rotors, bearings, and other similar system components.

5. Backup Generator

- (a) The proponent shall include all labour, equipment, shipping, and material costs for the supply, installation, and testing of a new weatherproof diesel standby power genset sized to ensure operation of all functions of the WWTP during power outages.

6. Temporary Treatment and Project Phasing – Ministry of Environment Approved Bypass Authorisation

(a) A temporary secondary treatment plant meeting the Municipality's existing permit requirements is to be installed to ensure permit requirements are met during the construction process. Approved Ministry of Environment Bypass phasing of the project is:

- **Phase 1** – Temporary secondary treatment plant installed inline and feeds the existing RBC plant. The influent (untreated wastewater) will initially be treated using the existing RBC and treatment works until the rental unit has the biomass growth to meet the existing permit (PE-05188) requirements of 45 mg/L for 5-Day Biochemical Oxygen Demand (BOD₅) and 60mg/L Total Suspended Solids (TSS) (45/60 mg/L).
- **Phase 2** – Once it has been determined that the rental unit can treat the influent to 45/60 mg/L, the existing RBC can be bypassed and the treated wastewater from the temporary plant will be discharged to marine waters via the existing authorized outfall. Demolition of the existing RBC can then begin..
- **Phase 3/Phase 3A** – After the new RBC plant is constructed, recirculation of treated wastewater from the rental RBC to the new RBC will occur, to enable development of the media pack (biomass growth) and to provide a means for verification of the new media pack performance, independent from the performance of the rental unit. Once growth has established and the new system is operating as designed, the temporary treatment unit can be decommissioned. Pumped waste transfer may be required in Phase 3A to enable confirmation that the new RBC plant is independently discharging effluent to the permit requirements for BOD₅ and TSS.
- **Phase 4** – removal of temporary treatment plant and Site restoration.
- **Timeline** – The ENV's bypass authorization timeline is January 1, 2020 through to July 31, 2020.
- **Bypass Volume and Testing** – The maximum volume of effluent that may bypass the authorized works is a total of 100 cubic meters per day with an effluent quality of 45 mg/L BOD₅ and 60mg/L (45/60 mg/L), with twice weekly testing.

RBC SCADA AND CONTROL SYSTEM

(a) Provide all programming and configuration necessary to supply a fully debugged and operating wastewater treatment system. The system shall be fully automated, controlled by a programmable logic controller, to operate unsupervised with minimal operator input. The preference is Allen Bradley Compact Logix.

- (b) The control system must be programmed to automatically recover and restart the plant after an interruption of power.
- (c) Supply the configuration software for the controller with the system to enable the Village of Lions Bay to do efficient diagnostics of system equipment failures.
- (d) All real-time process parameters and alarms shall be displayed locally (Panel mounted HMI) for operators to view and respond to.
- (e) As a minimum, RBC system process monitoring shall include
 - i. Effluent temperature,
 - ii. Shaft rotation rate,
 - iii. Effluent flow monitoring,
 - iv. Equipment status (local/off/remote, running/stopped, alarms)
 - v. Resettable run hours for all major equipment.
 - vi. Generator status,
 - vii. All process/system alarms.
- (f) The control system must be capable to communicate with remote devices via one of the following accepted open industrial protocol:
 - i. Modbus TCP/IP;
 - ii. Modbus RTU (slave); or
 - iii. Ethernet IP.
- (g) All process parameters, statuses, alarms and control commands must be available on the remote connection. The update rate of available data on this channel will be 1 second or faster.

INTERNET SERVICE

- (a) The proponent will be responsible for the installation and connection of an internet service to the Site including the installation of ducting from the connection point to the facility.
- (b) The internet service provider will be determined during negotiations with the successful proponent.

COMMISSIONING

- (a) "Commissioning Period" means the period beginning at the commencement of Phase 3 of the Bypass Methodology and is anticipated to be between 45 to 80 days. The new RBC

treatment plant should start meeting effluent quality requirements of the Municipal Operating Permit within 45 days.

- (b) The proponent shall be available during the commissioning period to provide immediate assistance in case of failure of any portion of the system being operated. Be prepared to make modifications to the system or individual components thereof as a change to the Contract. At the end of the commissioning period and when all corrections required by the Contract Administrator to assure a reliable and completely operational plant are complete, the Contract Administrator will issue a completion certificate.
- (c) During the commissioning period, the Proponent will be responsible for all normal operational costs and shall include the costs of all necessary repairs or replacements, including labour and materials, required to keep the plant being commissioned, operational within the Proponent's price.

WARRANTY

- (a) The terms of the warranty will be a component of the evaluation of the successful proponent.

OPTIONAL PRICING

- (a) All metal components in contact with the effluent shall be at minimum Type 316L stainless steel. Aluminum wetted materials shall not be used.
- (b) RBC system process monitoring shall also include online turbidity and COD monitoring.

SCHEDULE B – DRAFT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated for reference **January 20, 2020**

BETWEEN:

VILLAGE OF LIONS BAY, a municipality duly incorporated under the laws of British Columbia and having an address at 400 Centre Road, Lions Bay, BC, V0N 2E0 (the "Municipality").

AND:

[NAME OF FIRM], an engineering firm having an address at 123 Address, City, BC, Postal Code (the "Contractor").

WHEREAS the Municipality wishes to engage the Contractor to provide Services in connection with the replacement of the Municipality's Kelvin Grove RBC wastewater treatment plant.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the Municipality and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION**1.1 Definitions**

In these General Terms and Conditions:

- (a) "Agreement" means this Agreement and all appendices attached hereto;
- (b) "Municipality" means the Village of Lions Bay;
- (c) "Contractor" means the Contractor who is providing Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Appendix 2 (or Appendix 3 if applicable), which the Contractor incurs in providing the Services;
- (e) "Fees" means the price set out in Appendix 2 (or Appendix 3 if applicable) for the provision of the Services, unless otherwise agreed by the parties in writing, and includes all taxes, with GST and PST itemized separately;

- (f) "Indemnitees" means the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives, and agents;
- (g) "Proposal" means the Contractor's Proposal attached as Appendix 2;
- (h) "RFP" means the Request for Proposals number RFP.19.03;
- (i) "Services" means the services as described generally in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) "Term" has the meaning described in Section 3.1

1.2 Agreement

This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the following documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Addenda;
- (c) the RFP;
- (d) the Proposal; and
- (e) other terms, if any, that are agreed to by the parties in writing.

1.3 Appendices

The following attached Appendices are part of this Agreement:

Appendix 1 – Scope of Services;

Appendix 2 – Contractor's Proposal;

Appendix 3 –Special Terms and Conditions and Negotiated Changes (if applicable)

2. SERVICES

2.1 Services

The Contractor covenants and agrees with the Municipality to provide the Services as described generally in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement (the "**Services**"). The Services provided will meet the specifications and scope set out in Schedule A of the RFP and the Proposal.

2.2 Changes to Services

The Municipality may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The terms of this Agreement will apply to any change in the Services, and the Fees for the changed Services, and the time for the Contractor's performance, will generally correspond to the Fees and time of performance as described in Appendix 2. The Contractor will not provide any additional Services in excess of the scope of Services requested in writing by the Municipality, unless explicitly agreed in writing between the parties.

2.3 Standard of Care

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Municipality is relying on the Contractor's qualifications, experience, resources and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to provide the Services.

2.4 Inspection and Acceptance

All Services performed under this Agreement may be subject to inspection and verification by the Municipality. The Contractor shall provide the Municipality with copies of all documentation deemed necessary by the Municipality for efficient expediting. The Municipality will notify the Contractor in writing of its rejection of any Services which are not in accordance with the description or specifications stipulated in this Agreement and the Contractor shall forthwith rectify all such defects at its own expense and be held liable for any and all expenses or losses resulting from such defect. No acceptance by, or on behalf of, the Municipality shall release the Contractor of its obligations as further stated hereunder.

2.5 Holdback for deficient Services

The Municipality may hold back from payments otherwise due to the Contractor up to 200% of a reasonable estimate, as determined by the Municipality, on account of deficient Services. This holdback may be held, without interest, until such deficiency or defect is remedied.

2.6 Completion

Completion of the Services shall be made free and clear of all liens and encumbrances within the time, in the manner, and to the destination stipulated in this Agreement. In the event of failure to meet this condition, the Municipality shall be entitled to the return of all monies paid by the Municipality on account of this Agreement and, in addition, may cancel this Agreement without liability or penalty and the Contractor shall be held liable for any and all expenses or losses resulting from such failure.

2.7 Patents

The Contractor warrants and guarantees that Services delivered under this Agreement do not infringe any valid patent, industrial design, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives and agents, from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the use or sale of any Services supplied under this Agreement.

3. TERM

3.1 Commencement Date and Term

The Contractor shall provide the Services for the period commencing on [INSERT START DATE] and terminating on [INSERT END DATE] (the "**Term**").

3.2 Term May Be Extended

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

3.3 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 2, or as otherwise agreed to in writing by the Municipality and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the Municipality in writing and provide a revised Time Schedule. If

the Contractor is delayed by an action or omission of the Municipality, then the Term will be extended for such reasonable time as agreed between the parties.

4. PERSONNEL

4.1 Qualified Personnel

The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.

4.2 Listed Personnel and Sub-Contractors

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Proposal and the Contractor will not remove any such listed personnel or sub-contractors from the provision of the Services without the prior written approval of the Municipality.

4.3 Replacement of Personnel or Sub-Contractors

If the Municipality reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the Municipality, replace such personnel or sub-contractors.

4.4 Sub-Contractors and Assignment

Except as provided for in this Agreement, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the Municipality.

4.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the Municipality with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the Municipality under this Agreement. The Contractor will be as fully responsible to the Municipality for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

5. LIMITED AUTHORITY

5.1 Agent of Municipality

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the Municipality, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the Municipality, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

5.2 Independent Contractor

The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Municipality will not control or direct the details, means or process by which the Contractor provides the Services. The Contractor will determine the number of days and hours of work required to properly and completely provide the Services. The Contractor is primarily responsible for provision of the Services and may not delegate or assign the provision of any Services to any other person except as provided for in this Agreement. The Contractor will be solely liable for the wages, benefits, work schedules and work conditions of any partners, employees or sub-contractors.

6. FEES

6.1 Fees and Disbursements

The Municipality will pay to the Contractor the Fees and Disbursements in accordance with this Agreement. Payment by the Municipality of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment without the prior written approval of the Municipality.

6.2 Costs included in Fees and Disbursements

For greater certainty, costs of general management, non-technical supporting services, general overhead, mobilization/demobilization, travel and all other items associated with the Services are deemed to be covered by the Fees and Disbursements and will not be subject to additional payment by the Municipality.

6.3 No increase in Fees and Disbursements without Written Agreement

No increases in Fees and Disbursements will be accepted by the Municipality without prior written acceptance by the Municipality.

6.4 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit a monthly invoice (the “**Invoice**”) to the Municipality requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month and including the following information:
- an invoice number;
 - the Contractor's name, address and telephone number;
 - the Municipality's reference number for the Services: to be provided on execution of a signed contract;
 - the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed Services during the previous month;
 - the percentage of Services completed at the end of the previous month;
 - the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - taxes (if any); and
 - grand total of the Invoice;
- (b) the Contractor will on request from the Municipality provide receipts and invoices for all Disbursements claimed;
- (c) if the Municipality reasonably determines that any portion of an Invoice is not payable, then the Municipality will so advise the Contractor;
- (d) the Municipality will pay the portion of an Invoice which the Municipality determines is payable within 30 days of the receipt of the Invoice less any deductions for setoffs or holdbacks permitted by this Agreement, except the Municipality may hold back from payments 10% of the amount the Municipality determines is payable to the Contractor until such time as the Municipality gives final approval of completion of work;
- (e) if the Contractor offers the Municipality a cash discount for early payment, then the Municipality may, at the Municipality’s sole discretion, pay the portion of an Invoice which the Municipality determines is payable at any time after receipt of the Invoice;

- (f) Invoices will be submitted by the Contractor by mail to:
- Accounts Payable Department
Village of Lions Bay
PO Box 141, 400 Centre Road,
Lions Bay, BC V0N 2E0;
- (g) the payment by the Municipality of any invoice will not bind the Municipality with respect to any subsequent payment or final payment and will not mean that the Municipality has accepted Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement; and
- (h) unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.5 Records

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the Municipality, the Contractor will make the records available open to audit examination by the Municipality at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Services are complete. This right to audit shall include sub-contractors to the Contractor. The Contractor shall ensure the Municipality has this right to audit with all sub-contractors.

6.6 Non-Residents

If the Contractor is a non-resident of Canada and does not provide to the Municipality a waiver of regulation letter, the Municipality will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

7. MUNICIPALITY'S RESPONSIBILITIES

7.1 Municipal Information

The Municipality will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the Municipality has in its files and records that relate to the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that

information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the Municipality in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

7.2 Municipal Decisions

The Municipality will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

7.3 Notice of Defect

If the Municipality observes or otherwise becomes aware of any fault in the Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the Municipality the obligation to review the Contractor's performance of the Services.

8. INDEMNITY, INSURANCE, DAMAGES AND LICENCING

8.1 Indemnity

The Contractor will indemnify and save harmless the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

8.2 Survival of Indemnity

The indemnity described in section 8.1 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

8.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and

amounts acceptable to the Municipality from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$10,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability and broad form loss of use and personal injury, and the Municipality will be added as an additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than five million (\$10,000,000) dollars per occurrence for bodily injury, death and damage to property;
- (c) professional errors and omissions liability insurance, in an amount not less than two million (\$2,000,000) dollars; and
- (d) Contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

8.4 Insurance Requirements

The Contractor will provide the Municipality with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the Municipality. The Contractor will, on request from the Municipality, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the Municipality with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the Municipality has an insurable interest; the builder's risk policy will have the Municipality as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the Municipality or any insurer of the Municipality.

8.5 Contractor Responsibilities

The Contractor acknowledges that any requirements by the Municipality as to the amount of coverage under any policy of insurance will not constitute a representation by the Municipality that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

8.6 Additional Insurance

The Contractor shall place and maintain or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the Municipality may reasonably direct.

8.7 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the Municipality for loss or damage to the Contractor's property.

8.8 Protection of Property

The Contractor shall protect Municipality's property and adjacent properties from damage that may arise as the result of the Contractor's operations under the Agreement. Any such damage caused by the Contractor shall be made good by the Contractor at the Contractor's expense.

8.9 WorkSafe BC And Occupational Health and Safety

The Contractor agrees that:

- (a) it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the supply of the Services;
- (b) the Municipality has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the Municipality to the Contractor and the Municipality will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Services have been paid in full;

- (c) it will provide the Municipality with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing;
- (d) it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*, it will have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*, as prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services and that person will be the person so identified in Schedule C, of the Proposal, and the Contractor will advise the Municipality immediately in writing if the name or contact number of the qualified coordinator changes;
- (e) without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to 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 Agreement 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;
- (f) it will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto;
- (g) the Municipality may, on 24 hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person; however, in no case will the Municipality be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard; and
- (h) it understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

9. TERMINATION

9.1 By the Municipality

The Municipality may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of the provision of all Services, such notice to be determined by the Municipality at its sole discretion. Upon receipt of such notice, the Contractor will provide no further Services other than what is reasonably required to terminate the supply of Services and return the Municipality's property to the Municipality. Despite any other provision of this Agreement, if the Municipality terminates this Agreement before the completion of providing all the Services, the Municipality will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Municipality in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Municipality to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not supplied or other profit opportunities.

9.2 Termination for Cause

The Municipality may terminate this Agreement for cause as follows:

- (a) if the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Municipality may, without prejudice to any other right or remedy the Municipality may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) if the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the Municipality within five days after delivery of written notice from the Municipality to the Contractor, then the Municipality may, without prejudice to any other right or remedy the Municipality may have, terminate this Agreement by giving the Contractor further written notice.

If the Municipality terminates this Agreement as provided by this Section, then the Municipality may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;

- (d) withhold payment of any amount owing to the Contractor under this Agreement for the Services;
- (e) set-off the total cost of completing the Services incurred by the Municipality against any amounts owing to the Contractor under this Agreement, and at the completion of the provision of Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the provision of Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

9.3 Curing Defaults

If the Contractor is in default of any of its obligations under this Agreement, then the Municipality may without terminating this Agreement, upon five days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the Municipality has any duty or obligation to remedy any default of the Contractor.

10. COMPLIANCE WITH LAWS

10.1 Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws and statutes of the Province of British Columbia, regulations or bylaws. The Municipality and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts and that any reference to any statute, regulation or bylaw refers to that enactment as it may be amended or replaced from time to time.

10.2 Compliance with Applicable Laws

The Contractor will provide the Services in full compliance with all applicable federal, provincial and municipal enactments and regulations.

10.3 Interpretation of Enactments

The Contractor will, as a qualified and experienced contractor, interpret enactments and regulations applicable to the provision of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the Municipality will pay the

additional costs, if any, of making alterations so as to conform to the required interpretation.

11. CONFIDENTIALITY, DISCLOSURE OF INFORMATION AND WORK PRODUCT

11.1 No Disclosure

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the Municipality, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

11.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the Municipality is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the Municipality required by law.

11.3 Return of Property

The Contractor agrees to return to the Municipality all of the Municipality's property at the completion of this Agreement, including any and all copies or originals of reports provided by the Municipality.

11.4 Use of Work Product

The Contractor hereby sells, assigns and transfers to the Municipality the right, title and interest required for the Municipality to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor.

12. DISPUTE RESOLUTION

12.1 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 12.1 as follows:

- (a) 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) 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 seven 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 Lions Bay, British Columbia, or such other place as the Municipality may, in its sole discretion, specify. 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; and
- (c) If within 90 days of the request for mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then the parties may mutually agree to submit the Dispute to binding arbitration in accordance with the rules of the British Columbia International Commercial Arbitration Centre, or either party may, without further notice, commence litigation.

13. MUNICIPAL POWERS

13.1 Powers Preserved

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the Municipality in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

13.2 No financial commitments beyond current fiscal year

The Contractor recognizes and agrees that the Municipality cannot make financial commitments beyond the Municipality's current fiscal year. The Municipality will annually make good faith requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If Municipality Council does not appropriate funds, or appropriates insufficient funds, the Municipality will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the Municipality, its

officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

14. GENERAL

14.1 Entire Agreement

This Agreement, including the Appendices and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Services. In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the Municipality, the Municipality accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the Municipality.

14.2 Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

14.3 Merger and Survival

The representations, agreements, covenants and obligations set out in this Agreement shall survive the performance of the Services and payment of the Fees and Disbursements.

14.4 Unenforceability

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

14.5 Cumulative Remedies

The Municipality's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the Municipality at law or in equity.

14.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile or email, by acknowledgement; or
- (c) by mail, five calendar days after posting.

The addresses for delivery will be as shown in the Proposal.

14.7 Headings

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

14.8 Assignment

This Agreement may not be assigned in whole or in part by the Contractor without the prior written consent of the Municipality.

14.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

14.10 Waiver

Any failure of the Municipality at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the Municipality's right at any time to avail itself of any remedies as the Municipality may have for any breach of the terms and conditions.

14.11 Counterparts

This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file by email or as a hard copy.

14.12 Enurement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Municipality and the Contractor.

END OF PAGE

WHEREFORE, the parties have executed this Agreement on the dates indicated below:

VILLAGE OF LIONS BAY by its authorized signatories:

c/s

Mayor

Corporate Officer:

Date executed: _____, 2020.

[INSERT CONTRACTORS LEGAL NAME] by its authorized signatories:

[Name of Signatory]

[Name of Signatory]

Date executed: _____, 2020.

APPENDIX 1 –SERVICES

The Services shall consist of all Services described in this Agreement, the RFP and the Proposal (as amended by Appendix 3 if applicable).

APPENDIX 2 – PROPOSAL

[INSERT COPY OF PROPOSAL]

APPENDIX 3 – SPECIAL TERMS AND CONDITIONS AND NEGOTIATED CHANGES

[INSERT ANY SPECIAL TERMS AND CONDITIONS AND/OR NEGOTIATED CHANGES TO RFP, PROPOSAL AND THIS AGREEMENT].

SCHEDULE C – FORM OF PROPOSAL

Schedule C0 – Proponent Information

Attach Schedule C to the front of your proposal

RFP Project Title:	Kelvin Grove WWTP RBC Design Build Replacement
RFP Reference Number:	RFP.19.03
Legal Name of Proponent:	
Contact Person and Title:	
GST Number:	
WorkSafe Number:	
Health & Safety Coordinator:	
Business Address:	
Telephone:	
Fax:	
Email Address:	

To the Village of Lions Bay,

- 1.0 I/We, the undersigned duly authorized representative of the Proponent,** having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the BC Bid Website (or having received directly), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.
- 2.0 I/We confirm** that the following schedules are attached to and form a part of this Proposal:
- 2.1** Schedule C-0 – Proponent Information;
 - 2.2** Schedule C-1 – Exceptions and Departures;
 - 2.3** Schedule C-2 – Questionnaire;
 - 2.4** Schedule C-3 – Pricing Proposal

- 3.0 I/We confirm** that this proposal is accurate and true to best of my/our knowledge.
- 4.0 I/We confirm** that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the Municipality immediately, and I/we will indemnify and hold the Municipality harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the Municipality in connection with any failure to so notify the Municipality.
- 5.0 I/We confirm** that by submitting a proposal and signing below, the undersigned declares that the owners and officers of the Proponent have no relationship with any employee, elected official, or committee member of the Municipality, or any other relationship or circumstance which could be perceived to be a conflict of interest, unless such relationship or circumstance is fully disclosed and attached to this form.

This Proposal is submitted this _____ day of _____, 20__.

I/We have the authority to sign on behalf of the Proponent.

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Schedule C1 – Exceptions and Departures

If the Proponent takes exception to any of the requirements, terms or conditions contained in the RFP Documents please identify all such exceptions here. Proponents may add additional lines to the table below if required.

Reference should be made in each case to the relevant provision(s) of the RFP Documents to which the exception applies and, to the extent possible, Proponent should submit the wording it would propose.

Note: Exceptions not identified and submitted below may not be considered at a later date.

As of the date of this proposal, we advise that we have the ability to meet all of the above requirements except as follows (list in order of priority, if any):

Section Reference	Exception Description	Rationale	Proposed Wording

I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Requested Departure(s) / Alternative(s)

The Proponent acknowledges that the departures it has requested in Schedule C 1 will not form part of the Contract unless and until the Municipality agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Schedule C3 – Pricing Proposal

Indicate the Proponent's proposed Fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows:

Item No.	Unit Pricing
1. Mobilization, supply and install of temporary secondary treatment facility.	
2. Demolish and dispose of existing RBC Plant.	
3. Design, build, install and commission new RBC plant complete with controls, SCADA, internet connection, and standby power generator.	
4. Disconnect temporary secondary treatment facility, Site restoration, and demobilization.	
Disbursements:	
Subtotal (Net Price):	
GST:	
TOTAL PROPOSAL PRICE (including taxes):	

Additional Expenses (if applicable):

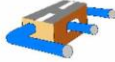
The proposed Agreement attached as Schedule "B" to the RFP provides that expenses are to be included within the Fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed Fee and proposed disbursements set out above:

SCHEDULE D – KELVIN GROVE WWTP EXISTING RBC AS CONSTRUCTED DRAWINGS

Attached as a separate document on BC Bid (KG-AS-CONSTRUCTED-DWGS.PDF)

SCHEDULE E – EHD ENGINEERING BYPASS METHODOLOGY & PROCESS DESCRIPTION

Approved by ENV's as the authorized bypass methodology.



23rd October 2019

EHD Engineering Ltd
Unit 202
1139 12th Street
Kamloops
V2B 7Z2
250-434-4529

Bryan Vroom
Section Head
Municipal Liquid Waste
Ministry of Environment and Climate Change Strategy
Nanaimo

Kelvin Grove Wastewater Treatment Plant, Village of Lions Bay
Authorisation Number: 5188
Site Reference Number E100978

PROPOSED BYPASS WORKS TO REPLACE EXISTING ROTATION BIOLOGICAL CONTACTOR PLANT.

Dear Sir,

As requested, please find enclosed the details of the proposed Bypass to enable replacement of the existing Rotating Biological Contactor(RBC) unit at Kelvin Grove Wastewater Treatment Plant (Photos 1 and 2). The implementation of the methodology will enable wastewater to be treated to the permitted effluent parameters of 45 mg/l BOD5 and 60mg/l TSS Permit for discharge throughout the Bypass period.

Phase 1 : Refer to Figure 1, page 4, :-Preliminary Works to Activate Bypass. In Phase 1, the existing RBC unit continues to operate until 45/60 effluent is achieved on the rental unit. Testing will be required to confirm. Wastewater and effluent flow is shown in Red. The rental unit supplier recommends 3 weeks for development of the media pack.

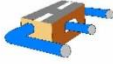
Phase 2 : Refer to Figure 2, page 5 :- Bypass Active.

Commencement of the diversion flow itself would be through the existing pipe overflow/bypass, which is currently closed by a gate valve. The date at which the Bypass would be active is February 1st.

In Figure 2, the Rental unit is 'live' and treating the current flows of up to 100m³/day to an effluent quality of 45/60, with bi-weekly testing. The diverted, treated, effluent flow is shown in Red. The new RBC unit will be constructed onto the existing concrete tank during this period.

Phase 3: Referring to Figure 3, page 6. After reconstruction of the new RBC plant, treated effluent from the Rental unit will flow through the rental unit and the new plant. The rental unit would be decommissioned when effluent quality from the new RBC is 45/60, tested independently from the rental unit, as sampled from the existing chamber downstream of the permanent RBC works.

Phase 3A, Figure 4, page 7, illustrates recirculation of wastewater to enable development of the new RBC plant's media pack and to provide a means for verification of the media pack's performance for the new RBC, independent from performance of the Rental unit.



Phase 4: Figure 5, page 8, illustrates decommissioning of the Rental Unit and the completion of the Bypass.

Proposed Schedule

It is envisaged that the entire Bypass and new RBC commissioning operation would commence in February and would be complete by the end of June, as shown in the schedule, page 9. Referring to the Schedule, a 7 month Bypass period from the 1st January 2020 to August 1st 2020 is therefore recommended, to allow for variation in contract award, rental unit commissioning, new RBC delivery, construction and media pack growth.

Any proposed variation in the methodology or schedule would be notified to the Ministry for review and approval prior to implementation.

In the event of effluent non-compliance, after notification to the Ministry of non-compliance and any alternative proposed corrective actions, emergency contingency would be provided by sludge pump out and removal from site, should this be required.

Please do not hesitate to contact the undersigned, should you have questions.

Yours faithfully,

Ian Chadwick P.Eng
For EHD Engineering

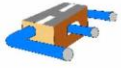


Photo 1:- View of Existing RBC with broken Media Pack 1.



Photo 2: View Of Broken Media Pack.

