



The Municipality of the Village of Lions Bay

INVITATION TO TENDER

ITT.17.03

For

BACKHOE/LOADER

CLOSING DATE AND TIME:

Monday, July 10, 2017

**Tenders will be accepted between
10:00 AM and 3:00 PM only.**

SUBMIT QUOTATIONS TO:

Attention Nai Jaffer, Manager of Public Works
Village of Lions Bay Municipal Hall
PO Box 141-400 Centre Rd,
Lions Bay BC, V0N 2E0

1. Introduction

The Village of Lions Bay (the “Municipality”) invites bids from qualified suppliers (“Bidders”) in response to this Invitation to Tender (“ITT”).

The Municipality is seeking a purchase/finance agreement over a term of sixty (60) months to secure the supply and delivery of a backhoe/loader (the “Backhoe/Loader”), subject to the terms and specifications herein. There will be no down payment and the Municipality will pay an equal amount over the term of the agreement (monthly).

This document contains the Invitation to Tender (ITT) and the Bidding Instructions and General Terms of the Tender.

All enquiries regarding this ITT should be directed to the person named below.

If a Bidder contacts anyone inside the Municipality’s organization, including members of Council, or members of the Infrastructure Committee, regarding this ITT without being referred to such person by the appropriate person identified below, the Municipality may exclude any tender submitted by that Bidder from consideration.

Enquiries regarding the ITT process may be directed to:

Nai Jaffer, Public Works Manager
T: 604-921-9833 / E: works@lionsbay.ca

The deadline for enquires is 3:00 PM, Wednesday, July 5, 2017. Enquiries received after that time may not receive any response from the Municipality. All amendments or responses to enquiries will be posted to the BC Bid website (bcbid.gov.bc.ca). It is the responsibility of the Bidder to monitor this website to check for updates.

2. Table Of Contents

| | |
|---|----|
| 1. Introduction..... | 2 |
| 2. Table Of Contents..... | 3 |
| 3. Specifications And Delivery Schedule..... | 4 |
| 3.1. Delivery Schedule..... | 9 |
| 4. Tender Closing..... | 9 |
| 5. Bidding Instructions And Submission Of Tenders..... | 10 |
| 5.1. Closing Date and Time..... | 10 |
| 5.2. Submission of Tender..... | 10 |
| 5.3. Format of Tender..... | 10 |
| 5.4. Hard Copy..... | 10 |
| 5.5. Confirmation of Receipt..... | 10 |
| 5.6. Inquiries..... | 10 |
| 6. Form Of Tender..... | 11 |
| 7. Signatures..... | 11 |
| 8. Rights And Reservations Of The Municipality..... | 11 |
| 9. Evaluation Of Bids..... | 12 |
| 10. Notice Of Award..... | 12 |
| 11. Clarifications And Addenda..... | 12 |
| 11.1. Inquiries..... | 12 |
| 11.2. Responses To Inquiries..... | 13 |
| 12. Revisions, Withdrawal And Irrevocability..... | 13 |
| 13. Costs Of Preparation And Limitation Of Liability..... | 13 |
| 14. Solicitation Of The Municipality..... | 13 |
| 15. Conflict Of Interest..... | 13 |
| 16. Confidentiality..... | 14 |
| 17. Prices..... | 14 |
| 17.1. Bid Price..... | 14 |
| 17.2. Price Inclusions..... | 14 |
| 17.3. Financing Agreement..... | 15 |
| 18. Letter Of Award And Contract..... | 15 |
| 19. Schedule A – Bid Submission Form..... | 16 |
| 20. Schedule B – Draft Contract..... | 22 |

3. Specifications And Delivery Schedule

The express specifications for the Backhoe/Loader consist of the following items as set out below. Add-ons and additional specifications will also be considered.

| Specifications | Indicate you are able to supply by marking each box with an '✓' or provide description, where required. |
|--|---|
| 1. General | |
| a) Case 580 Super N, John Deere 310L, Caterpillar 420F or equivalent | |
| b) State Model | |
| c) State year | |
| d) State working weight as tendered | |
| 2. Engine | |
| a) Turbo charged Diesel Engine: Minimum of Interim Tier 3 certified | |
| b) Minimum net h.p.: 92 @ 2200 rpm State h.p. | |
| c) Air filter—dry dual element | |
| d) Fuel filter-in line strainer with water trap, Racor style or equivalent | |
| e) State engine make and model | |
| f) Cold start package, including block heater, glow plugs, grid heater or other. Describe | |
| 3. Power train | |
| a) 4 wheel drive | |
| b) Four forward / (minimum) 3 reverse speeds with power shift. Clutch disconnect buttons on transmission shifter and loader control lever. | |
| c) Differential lock | |

| | | |
|-----------|---|--|
| d) | State travel speed in high gear | |
| e) | Ride control or equivalent | |
| 4. | Brakes | |
| a) | Service brakes – individual or simultaneous, hydraulically activated, self-adjusting, wet multi disc. | |
| b) | State service brake disc area. | |
| c) | Parking brake – describe | |
| 5. | Cab | |
| a) | Fully enclosed ROPS/FOPS cab - ISO 3471/OSHA | |
| b) | Cloth covered, air ride suspension seat with armrests, and 3" retractable seat belt | |
| c) | Air conditioning and heater, multi speed fan | |
| d) | Floor mats and dome light | |
| e) | AM/FM radio | |
| f) | Front and rear windshield wiper | |
| g) | Tilt steering | |
| h) | Deluxe cab package | |
| i) | Interior rear view mirror and two exterior mirrors | |
| 6. | Electrical and Lights | |
| a) | Battery – dual, 12 volt. State CCA | |
| b) | Alternator. State amperage | |
| c) | Horn – dual switched front and rear | |
| d) | Reverse actuated backup alarm | |
| e) | LED amber emergency light. Roof mounted on mounting bracket | |

| | | |
|-----------|---|--|
| f) | LED front and rear work lights; four at front, four at rear | |
| g) | Turn signal lights, tail and stop lights –MVA/WSBC compliant | |
| 7. | Gauges and Instrumentation | |
| a) | Gauges. List standard gauge package. | |
| b) | Audible warning alarms. List warning alarms included | |
| c) | Warning lights. List standard warning lights package. | |
| 8. | Wheels and Tires | |
| a) | Front radial tires. State size State make and model | |
| b) | Rear radial tires State size State make and model | |
| 9. | Hydraulics | |
| a) | Filtration – full flow replaceable filter | |
| b) | Bidirectional auxiliary hydraulics. Hydraulic valve equipped with adjustable relief valve to control attachment pressures and a 6 position flow control selector. Electric switch at pilot control joystick. State g.p.m. flow. | |

| | | |
|---------------------------|---|--|
| c) | Condition indicator light for filter | |
| d) | Aux hydraulic lines to end of dipper stick Hydraulic couplers – “Snap Tite” or equivalent. | |
| 10. Loader | | |
| a) | Four-in-one bucket. 82” wide, 1.0 cu. yd. heaped capacity. | |
| b) | Three certified lifting grab hooks, mounted on top lip with safety latches. | |
| c) | Bucket position indicator and return to dig feature | |
| d) | Bolt on reversible cutting edges at front, rear and 4-in-1 mold board edge | |
| 11. Backhoe/Loader | | |
| a) | Centre mount with extendahoe | |
| b) | Digging depth retracted. State depth Digging depth extended. State depth. | |
| c) | Factory style Case quick change pin or equivalent. | |
| d) | Stabilizer pads to be combination flip-over style with replaceable rubber pads | |
| e) | Travel lock | |
| f) | One 24”, digging bucket equipped with certified chain lifting “ring”. | |
| g) | Attachment ears at bucket must have double skin/ extra plate at attachment points to bucket. | |
| h) | Pilot controls. | |

| 12. Miscellaneous | |
|--------------------------|--|
| a) | Slow moving vehicle placard |
| b) | Three sets of keys |
| c) | <p>Must come with a complete set of shop repair manuals.</p> <p>These shall cover all aspects required for service and repair including engine, transmission, drivetrain, chassis, and electrical. Complete electrical schematics of entire vehicle, fuel, drivability, and diagnostics.</p> |
| d) | Parts book/catalogue |
| e) | <p>Qualified representative to provide on-site training for operators and mechanics</p> <p>4hrs operators / 4hrs mechanics</p> |
| f) | <p>Manufacturer's maintenance schedule</p> <p>(in 'check-off' list format)</p> |
| g) | Step mounted tool box |
| h) | <p>Clean-up bucket, minimum 42" wide with reinforcement at attachment ears. Reversible Bolt on cutting edge.</p> <p>State make. Size and heaped capacity</p> |
| i) | Backhoe/Loader lift capacities and operational data charts to be included with tender. |
| j) | <p>Demonstration</p> <p>For demonstration purposes, Bidder is to supply the same model and level of Backhoe/Loader as tendered, for a minimum of three days.</p> |

| | |
|---|---|
| k) Heavy front counter weight. State weight | |
| 13. Options | List price separately below: (do <u>not</u> include in the main Tender price page) |
| a) Extended warranty Please state options <i>(attach a separate sheet, if required)</i> Include pricing for: 3 year 3000 hours 5 year 5000 hours | \$ |
| d) Hydraulic Thumb State Make | \$ |
| e) 12" digging bucket | \$ |
| f) Ripper tooth | \$ |
| g) Loader forks/ Pallet forks | \$ |

3.1. Delivery Schedule

Each Bidder is required to provide the delivery date for the Backhoe/Loader.

4. Tender Closing

Tenders must be received by 3:00 PM local time on July 10, 2017 ("Closing") at the following address:

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

OR by email to: works@lionsbay.ca with the following subject:

ITT 17.03 – Backhoe/Loader

The time that bids are received will be conclusively deemed to be the time shown on the clock used by the Municipality for this purpose.

5. Bidding Instructions And Submission Of Tenders

5.1. Closing Date and Time

Tenders in accordance with the specifications in the Invitation to Tender must be received by the Village by Closing at the location indicated in the Invitation to Tender. Tenders received after Closing will not be considered. The Village may extend the date and/or time of Closing by addendum for any reason and, in that case, the extended date and/or time will become the new Closing Date. The time and date stamp clock at the Closing location is the official clock for determining the time that bids are received. The time that bids are received on Closing will be the official clock for determining the time that a bid was received.

5.2. Submission of Tender

Tenders may be delivered (preferably) in electronic format as a PDF file by email to works@lionsbay.ca; OR in hard copy — (2) printed copies (including a digital copy on a flash drive). Tenders will not be received by facsimile transmission (fax).

5.3. Format of Tender

Tenders must be submitted in the form attached as Schedule A.

5.4. Hard Copy

Tenders delivered in hard copy must be delivered prior to the closing date to the Municipality between the hours of 10:00 AM and 3:00 PM local time in a sealed envelope clearly marked with the ITT Number, ITT Title and the Bidder's name and address.

5.5. Confirmation of Receipt

It is the responsibility of the Bidder to ensure that the Tender has been received by the Municipality. To confirm receipt, please contact the Municipality's reception by email at works@lionsbay.ca or by phone at **(604) 921-9833**. Bidders are responsible for assuming all risks associated with ensuring that their bid is received on time.

5.6. Inquiries

All technical inquiries regarding this tender are to be directed to:

Nai Jaffer, Public Works Manager
T: 604-921-9833 / E: works@lionsbay.ca

6. Form Of Tender

Bidders are requested to submit their bid, in the form attached as Schedule A, setting out in sufficient detail:

- (i) Cover letter including company name and contact information;
- (ii) Part 1 – Company profile and qualifications;
- (iii) Part 2 – Bid price and GST listed as a separate line item;
- (iv) Part 3 – Specifications and warranty;
- (v) Part 4 – Delivery Schedule

7. Signatures

All tenders shall contain the full legal name of the individual, company or partnership submitting the bid, the Bidder's address and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the Bidder capable of legally binding the Bidder.

8. Rights And Reservations Of The Municipality

The Municipality:

- (i) reserves the right to reject any or all bids;
- (ii) need not accept the lowest priced or any bid and may, at its sole discretion, accept any bid that is deemed to be most beneficial to the Municipality;
- (iii) reserves the right to waive informalities, irregularities, technicalities and minor noncompliance;
- (iv) may cancel this tender at an time prior to or after Closing;
- (v) reserves the right to accept a bid in total or in part or to accept some or all options listed;
- (vi) reserves the right, in the event that only one bid is received, to terminate this tender process;
- (vii) may reject any bid that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind; and
- (viii) reserves the right to change the scope of work and retender this project or negotiate the scope of work, or a portion thereof, if the Municipality does not receive a substantially compliant bid within the Municipality's budget.

9. Evaluation Of Bids

Tenders will be evaluated on the basis of the overall value to the Municipality, at the Municipality's sole discretion, having regard for the following:

Mandatory Evaluation Criteria - Pass/Fail Criteria

| | |
|--|-----|
| Received by closing date | P/F |
| Submission of Cover Letter | P/F |
| Submission of Part 1 – Profile and Qualifications | P/F |
| Submission of Part 2 – Costs and Pricing | P/F |
| Submission of Part 3 – Specifications and Warranty | P/F |

Technical Evaluation Criteria

| Decision Factors | Maximum Points | SCORE |
|-----------------------------|----------------|-------|
| Specifications and Warranty | 35 | |
| Price | 45 | |
| Delivery Schedule | 20 | |
| TOTAL POINTS AWARDED | 100 | |

10. Notice Of Award

Subject to the approval of Council of the Village of Lions Bay, in its absolute and unfettered discretion, the Municipality will provide notice of award in writing to the successful Bidder, if any.

11. Clarifications And Addenda

11.1. Inquiries

All inquiries regarding this tender must be submitted in writing no later than 3:00 p.m. Local Time July 5, 2017.

11.2. Responses To Inquiries

All responses to inquiries, if deemed necessary by the Municipality and any revisions to the tender will be issued by way of addendum only, which addendum will be posted on the same public notice board as this call for tenders. It is the sole responsibility of the Bidder to check, from time to time, the public notice board ([BC BID]) for addenda and by submitting a tender in response to this call for tenders, the Bidder acknowledges having received, reviewed and considered all addenda issued in respect thereof. Clarifications, comments, revisions or any other information regarding this tender obtained by the Bidder from any other source is not authorized and should not be relied upon.

12. Revisions, Withdrawal And Irrevocability

Amendments to tenders may be submitted in writing at any time before Closing. No amendments or revisions received after Closing will be considered. Any amendment must be signed by an authorized signatory of the Bidder and submitted in accordance with the requirements for the Submission of Tenders, as set out above. All tenders will remain open for acceptance for 90 days from Closing.

13. Costs Of Preparation And Limitation Of Liability

All costs incurred by the Bidder in the preparation and submission of their tender will be at their own expense. The Municipality will not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the Bidder in preparing and submitting their tender or participating in this tender process.

14. Solicitation Of The Municipality

Bidders (and their agents) are not permitted to contact any member of the Municipality Council or staff with respect to this tender at any time prior to the award or termination of this tender, except as expressly provided herein. The Municipality reserves the right to reject any tender of any Bidder that acts in contravention of this no-solicitation requirement.

15. Conflict Of Interest

Bidders shall disclose any potential conflict of interest or existing business relationships they may have with the Municipality, its elected or appointed officials or employees.

16. Confidentiality

All tenders become the property of the Municipality and will not be returned to the Bidder, except as expressly provided for herein. All tenders will be held in confidence by the Municipality unless disclosure is otherwise required by law.

17. Prices

17.1. Bid Price

The bid price will represent the entire cost (excluding GST) to the Municipality to deliver the finished Backhoe to the Public Works Yard located at:

#5 Tidewater Way
Lions Bay, British Columbia
Canada, V0N 2E0

17.2. Price Inclusions

Notwithstanding the generality of the foregoing, Bidders shall include in the bid price sufficient amounts to cover:

- (i) the costs of all labour, equipment and material included in or required for the Backhoe/Loader, including all items which, while not specifically listed in the Specifications, are included in the Backhoe/Loader specifically or be necessary inference from the Specifications.;
- (ii) all assessments payable with respect to labour as required by any statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and Works Compensation Act (BC);
- (iii) cost of subcontractors; and
- (iv) all overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the Bidder.

The bid price shall cover all taxes and assessments of any kind payable with respect to the Backhoe/Loader, but shall not include GST. GST shall be listed as a separate item.

In the event of a discrepancy between a unit price and an extension of price, the unit price will govern.

17.3. Financing Agreement

Included within the bid shall be a sample copy of the proposed financing agreement that the Bidder wishes to use to allow the option of financing the purchase over 5 years.

18. Letter Of Award And Contract

The Municipality and successful Bidder, if any, will enter into a written contract for the Backhoe/Loader upon the Municipality awarding a contract, in substantially similar terms to the draft contract attached as Schedule B, to the successful Bidder, if any, by way of a Letter of Award.

19. Schedule A – Bid Submission Form

List of Contents

Bidders must use this form for the submission of bids. This form consists of the following:

Cover Letter, including company name and contact information

Part 1 – Bidder's Profile and Qualifications

Part 2 – Costs and Pricing

Part 3 – Specifications and Warranty

Part 4 – Delivery Schedule

COVER LETTER

TO: THE VILLAGE OF LIONS BAY (the "Village")

RE: ITT.17.03 BACKHOE/LOADER

WE, _____ (the "Bidder") of,
 _____ (Complete Address),

in furtherance of the above-noted invitation to tender, including all addenda and clarifications thereto (collectively, the "Tender"), hereby submit my/our bid, which includes the information requested in section 2.0 of the Tender, organized as follows:

Part 1 – Bidder's Profile and Qualifications

Part 2 – Costs and Pricing

Part 3 – Specifications and Warranty

Part 4 – Delivery Schedule

This bid shall be irrevocable for ninety (90) days from the closing date of the Tender, as specified in the Tender.

By submitting this bid, I/We hereby acknowledge and agree that:

- (i) Through submission of this bid, we agree to all of the terms and conditions of the Tender.
- (ii) I/We have checked, from time to time, the BC Bid competition page pertaining to this Invitation to Tender for addenda and, by submitting this bid, have received, reviewed and considered all addenda issued in respect of the Tender.
- (iii) I/We have carefully read and examined the Tender and have conducted such other investigations as were prudent and reasonable in preparing the bid and I/We agree to be bound by the statements and representations made in this bid.

Signed by the authorized signatory/ies of the Bidder on this _____ day of July, 2017:

 Name:
 Title:

 Name:
 Title:

Part 1 – Bidder's Profile and Qualifications

General Information

| | |
|-----------------------------------|--|
| Name: | |
| Address: | |
| Name and title of Representative: | |
| Telephone: | |
| Email: | |

Form of Business Organization

- Sole Proprietorship
- Partnership (Date of Establishment _____)
- Corporation (Date of Incorporation _____)

Business Number _____

Qualifications and Experience

Please provide details of your ability, capacity, skill, expertise and experience to satisfactorily provide the Backhoe/Loader contemplated by the Tender and to provide quality of service and after- service to the Municipality.

[Insert details here]

Business Information

Please provide details of your financial history, performance and capabilities, your reputation and capabilities of personnel within your organization to demonstrate your overall business, technical and service reputation.

[Insert details here]

Part 2 – Costs and Pricing

The Municipality requests pricing for the purposes of acquiring one (1) Backhoe/Loader as outlined in this ITT. Provide the price based on the purchase of one (1) Backhoe/Loader.

Bid Price for
Backhoe/Loader(one): \$

Plus GST (5%): \$

TOTAL PRICE: \$

Part 3 – Specifications and Warranty

Please insert relevant completed information from Section 3.3. Specifications And Delivery Schedule from ITT.

Part 4 – Delivery Schedule

20. Schedule B - Draft Contract

THIS AGREEMENT is made effective the _____ day of July, 2017.

BETWEEN:

_____, a company validly subsisting under the laws of British Columbia and having its head office at _____

(the "Vendor")

AND:

VILLAGE OF LIONS BAY, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at PO Box 141, 400 Centre Road, Lions Bay, BC, V0N 2E0.

(the "Municipality")

WHEREAS the Vendor is the owner of the vehicle described in Schedule "A" attached hereto (the "Vehicle") and has agreed with the Municipality for the absolute sale to the Municipality of the Vehicle for and in consideration of the Vehicle Purchase Price, as defined herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties) the parties do hereby agree as follows:

1. In consideration of the payment of the Purchase Price as set out in paragraph 3 below, the Vendor hereby does sell, convey, transfer and assign to the Municipality all the right, title, estate and interest whatsoever, both at law and equity, or otherwise howsoever, of the Vendor, in and to the Vehicle.
2. On or before _____, 2017 (the "Transfer Date") the Vendor shall transfer possession and legal title of the Vehicle to the Municipality for its own use absolutely and free and clear of any claims, charges and encumbrances. In the event the Vehicle is not transferred to the Municipality on the Transfer Date, the Municipality reserves the absolute right to cancel this Agreement.

3. In consideration for the Vehicle, the Municipality shall pay the Vendor the sum of \$_____ Canadian Dollars, exclusive of all applicable federal and/or provincial sales or other value added taxes (the "Vehicle Purchase Price"). The Vehicle Purchase Price shall be paid in sixty (60) equal monthly payments of \$_____ each, inclusive of GST and applicable sales taxes, and interest at a rate of ___ percent (*%) annually until the Vehicle Purchase Price is paid in full, payable on or before the last day of every month following the Transfer Date until the Vehicle Purchase Price is paid in full, provided that the Municipality may pay the remainder of the Vehicle Purchase Price at any time prior to the end of the sixty month payment period without interest or penalty.
4. The Vendor covenants that:
 - (a) the Vendor has all necessary power, capacity and authority to own the Vehicle, to enter into this Agreement on the terms and conditions set forth, and to transfer and sell the Vehicle to the Municipality as contemplated herein;
 - (b) the Vendor is now rightfully and absolutely possessed of and entitled to legal and beneficial interest in the Vehicle;
 - (c) the Vendor will have good right to transfer the Vehicle to the Municipality;
 - (d) the Vehicle will be free and clear of all charges and encumbrances;
 - (e) the Vendor will from time to time upon reasonable request of the Municipality make, do and execute all such further acts, deeds and assurances for the more effectually assigning and assuring the Vehicle unto the Municipality; and
 - (f) the entering into, execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of the Vendor or of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Vendor or the Vehicle or of any indenture, contract or agreement, written or oral, to which the Vendor may be a party; and the entering into, execution and delivery of this Agreement and consummation of the transaction contemplated hereby have been duly and validly authorized by all necessary corporate actions of the Vendor.
5. The Municipality agrees that any registration costs and payment of applicable sales taxes necessary to transfer ownership from the Vendor to the Municipality will be the responsibility of the Municipality.

6. The Vendor represents and warrants:
 - (a) the merchantability, merchantable quality, durability, condition, design, quality, capacity, workmanship, operation and fitness of the Vehicle for the Municipality's reasonable purposes and requirements and as described in the Municipality's invitation to tender number 17.03 Backhoe/Loader dated June 19, 2017 and the Vendor's bid dated _____ and submitted in the response to the invitation to tender; and
 - (b) the Vehicle will be subject to the warranty attached as Schedule "B" to this Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as the case may be.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
9. This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof and merges all prior discussions between them. No party hereto shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement, other than as is expressly provided for herein.
10. This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

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

VILLAGE OF LIONS BAY by its authorized
signatories:

c/s

Mayor

Corporate Officer:

Date executed: _____,
2017.

[Name of Firm] by its authorized signatories:

[Name of Signatory]

[Name of Signatory]

Date executed: _____,
2017.

SCHEDULE "A" —BACKHOE/LOADER PARTICULARS

| Description | VIN | Value |
|-------------|-----|-------|
| | | |

SCHEDULE "B" —BACKHOE/LOADER WARRANTY