



The Municipality of the Village of Lions Bay

REQUEST FOR PROPOSALS

RFP 1709

For

NATURAL HAZARDS ASSESSEMENT STUDY

CLOSING DATE AND TIME:

**Tuesday, September 5, 2017
at 4 pm PDT**

SUBMIT PROPOSALS VIA EMAIL ONLY TO:

Peter DeJong
Chief Administrative Officer
Village of Lions Bay
cao@lionsbay.ca

Introduction

The Village of Lions Bay is seeking a consultant with expertise in geomorphology, hydrology and geotechnical experience for the preparation of a reconnaissance natural hazard assessment study for land within Lions Bay. The study will form the basis for designating Development Permit Areas and developing Development Permit guidelines for alteration of land, subdivision and development on land subject to, or potentially subject to, hazardous conditions.

In conjunction with the recent zoning bylaw update, reference to Development Permits (DPs) was removed from zoning, as development permit areas must be established in the Official Community Plan. The Village is now in the process of preparing an amendment to the OCP bylaw to designate Development Permit Areas (DPAs) and provide guidelines in the OCP related to the issuance of DPs. The priority is to establish DPAs for protection of development from hazardous conditions.

Project Scope of Work

Designation of DPAs regarding lands subject to hazardous conditions is the top priority. Lions Bay is a community susceptible to a variety of natural hazards and has a history of significant events, including events involving loss of life. Hazards such as landslide, landslip, rockfall, erosion, debris flows, debris torrents, coastal flooding and wildfire are to be considered.

While many “site specific” geotechnical engineering reports have been prepared over the years in conjunction with building permit applications, a reconnaissance level of technical analysis of terrain hazards has never been undertaken. Following the debris torrent events of the early 1980s, Thurber Engineering prepared a report on behalf of the province which looked at stream hazards in Howe Sound, including Lions Bay. The Thurber report formed the basis for Provincial construction of infrastructure designed to mitigate future flood risk.

The Village of Lions Bay has Lidar imagery of the Village that can be made available to the consultant for use in conjunction with this project. Lidar imagery resolution is indicated by “**Appendix 1 - VOLB Lidar Coverage**” which depicts the Lidar point density in pts/10m², attached. “**Appendix 2 - VOLB Perspective.pdf**” is a perspective map in pdf format generated using the Lidar data and may be downloaded via the “Supplier Attachments Exist” section of the BC Bid web page for this opportunity or via the following Dropbox file download link:

https://www.dropbox.com/s/ixplvl7eqq8nwkw/VOLB_Perspective.zip?dl=0

At a minimum, the study must include a proposed DPA framework based on slope, creek and ocean related natural hazards. The study will also provide a rationale for, and guidelines relating

to, development in areas subject to natural hazard. The study should provide context for future site specific geotechnical engineering work as well as a set of guidelines that the Municipality can use to ensure a degree of consistency in geotechnical assessments being carried out for individual projects.

Project Objectives

The primary objectives of the hazards assessment study project are to complete the following project components:

- a) conduct a review and update of any existing geotechnical information, reports or studies pertaining to Lions Bay available to the consultant;
- b) develop DPA descriptions and a map, including the rationale and guidelines for land alteration, building construction and subdivision;
- c) utilize the latest version of the APEGBC “Guidelines for Landslide Assessments for Proposed Residential Developments in BC” and the BC Building Code.

Scope of Required Services

The Proponent will provide the Municipality with a study of the geotechnical hazards in the Village. For each hazard area, the study shall provide:

- a) a description of the general location;
- b) rationale for the area being identified as hazardous;
- c) identification of the specific features or issues of concern in each hazard area;
- d) mapping of the area to be subject to geotechnical assessment or to be protected by setbacks;
- e) the estimated probability of hazard occurrence for residential structures and sites based on the APEGBC Guidelines.

The study shall also include:

- a) a summary of recommended DP exemptions and advice that would not increase risk beyond the acceptable probability of hazard occurrence;
- b) minimum of two meetings with Village of Lions bay staff and Planning Consultant - one at project initiation and one when the final draft has been completed to review any potential changes;
- c) attendance by the consultant at a public information meeting (to be coordinated by the Municipality) in Lions Bay to present the study approach, findings and recommendations and answer questions.

- d) two hard copies and one electronic copy of the report text and maps will be delivered at the completion of the project - report text will be delivered in MS Word format and report maps will be delivered in PDF format with an additional GIS/CAD map format.

Included Details

While the Proponent may provide any information that they may deem appropriate, the Proposal must contain the following information:

- a) a description of how the Proponent will meet the Objectives and Scope of Services outlined in this Request for Proposals;
- b) project team credentials, to reflect the competence of the project team in this work;
- c) previous involvement of the project team in similar projects, including references, to provide emphasis on previous performance of the project team in similar projects;
- d) proposed detailed timeline; and
- e) schedule of fees and charges to provide a fixed price proposal for the project, including a breakdown of expected expenses including hourly billable rates for staff assigned to this project, time, travel, materials.

All attempts have been made in this RFP to identify desired project results without prescribing the process required to achieve those results. Proponents are encouraged to provide a detailed description of their proposed process to achieve the goals and objectives for this project as stated above.

Project Timeline and Budget

The target date for completion is early Fall, 2017 and the budget is between \$15,000 and \$25,000.

Evaluation Process

Proposals will be assessed in accordance with the criteria noted above and the Municipality's limited budget, assuming satisfaction of the following mandatory requirements.

Mandatory Requirements

The successful Proponent must be a Professional Geoscientist licenced to practice in the Province of BC.

One emailed copy of the Proposal must be received by the Chief Administrative Officer (CAO) by the closing date and time. If less than 3 Proposals have been received by the closing date and time, the CAO may allow a Proposal to be considered after the closing date and time or extend the closing date and time, in the CAO's discretion.

Interpretation

While the Municipality believes the information in this RFP is accurate, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. It is the Proponent's responsibility to understand all aspects of the RFP requirements. Should any details necessary for a clear and comprehensive understanding be required, it's the Proponent's responsibility to obtain clarification before submitting a Proposal.

Proposal Expenses

Proponents are solely responsible for their own costs and expenses with respect to their participation in this RFP, including but not limited to, preparing and submitting their proposal, presentations, demonstrations, site visits, interviews, meetings, or contract negotiations whether at the Municipality or elsewhere.

Conflict of Interest

By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP process, except any expressly disclosed in the Proponent's Proposal. The Proponent's Brokerage shall not act for the Purchaser.

Confidentiality

The Municipality recognizes the proprietary nature of information that may be contained in response to this RFP. Proponents must clearly mark and identify those areas of their Proposals which contain confidential information. The Municipality will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this RFP, or as may be required by law, including but not limited to the BC Freedom of Information and Protection of Privacy Act ("FIPPA"). Proponents shall keep confidential all information received from the Municipality in connection with this RFP. Proponents shall not use the Municipality's confidential information except as required to develop a Proposal in response to this RFP.

In addition to Appendices 1 and 2 noted above (LiDAR Coverage Map and LiDAR Perspective Map), the following information is also available via Dropbox upon request and submission / receipt of an executed Confidentiality Agreement, the form of which is attached as **Appendix 3** to this RFP:

1. LiDAR Meta Data files (1.34 GB)
2. Reports re. Various Hazards in and around Lions Bay (~43MB):
 - a. Bovis and Dagg – Mechanisms of Debris Supply in Steep Channels (1987)
 - b. Golder – Rock Slope Assessment of Lot 48 Parkland (1989)
 - c. Couture & Van Dine - N.Van & Sea to Sky GeoHazard Guide (2004)
 - d. Emergex – HRVA for Metro Area A (2005)
 - e. Golder – Slope Condition Assessment (2006)
 - f. Hungr – Alberta Creek Check Dam Report (2007)
 - g. Cordilleran – Rundle Creek Windfall and Hazard Assessment (2007)
 - h. Fieber – Rock Slope Stability 300 Blk Mountain Drive (2011)
 - i. Cordilleran – Oceanview Terrain Stability Report (2011)
 - j. Cordilleran – Lions Trail Slide Risk Assessment (2012)
 - k. BGC – Upper Bayview GeoHazard Report 1 (2012)
 - l. BGC – Upper Bayview Geohazard Report 2 (2013)
 - m. Geopacific – Harvey Intake Access Rd. Rockfall Review (2016)

No Liability

By submitting a proposal, the Proponent shall be responsible for and shall indemnify the Municipality, its employees, volunteers or agents associated with this RFP process, from all claims, loss and damages that relate to or arise out of errors, omissions or negligent acts relating to the RFP. This RFP does not give rise to any tendering law duties or any other legal obligations and the Proponent will have no right to make a claim against the Municipality with respect to the award of a Contract, the failure to award a Contract, or the failure to engage the Proponent in a response to this RFP. The lowest or any proposal may not be accepted. The Municipality reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate Proponent's qualifications, to accept any Proposal that may be deemed in the best interest of the Municipality and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a contract. A draft form of contract is attached as Schedule A to this RFP.

Questions

Any questions related to this RFP may be addressed to:

Peter DeJong, Chief Administrative Officer

Village of Lions Bay

cao@lionsbay.ca

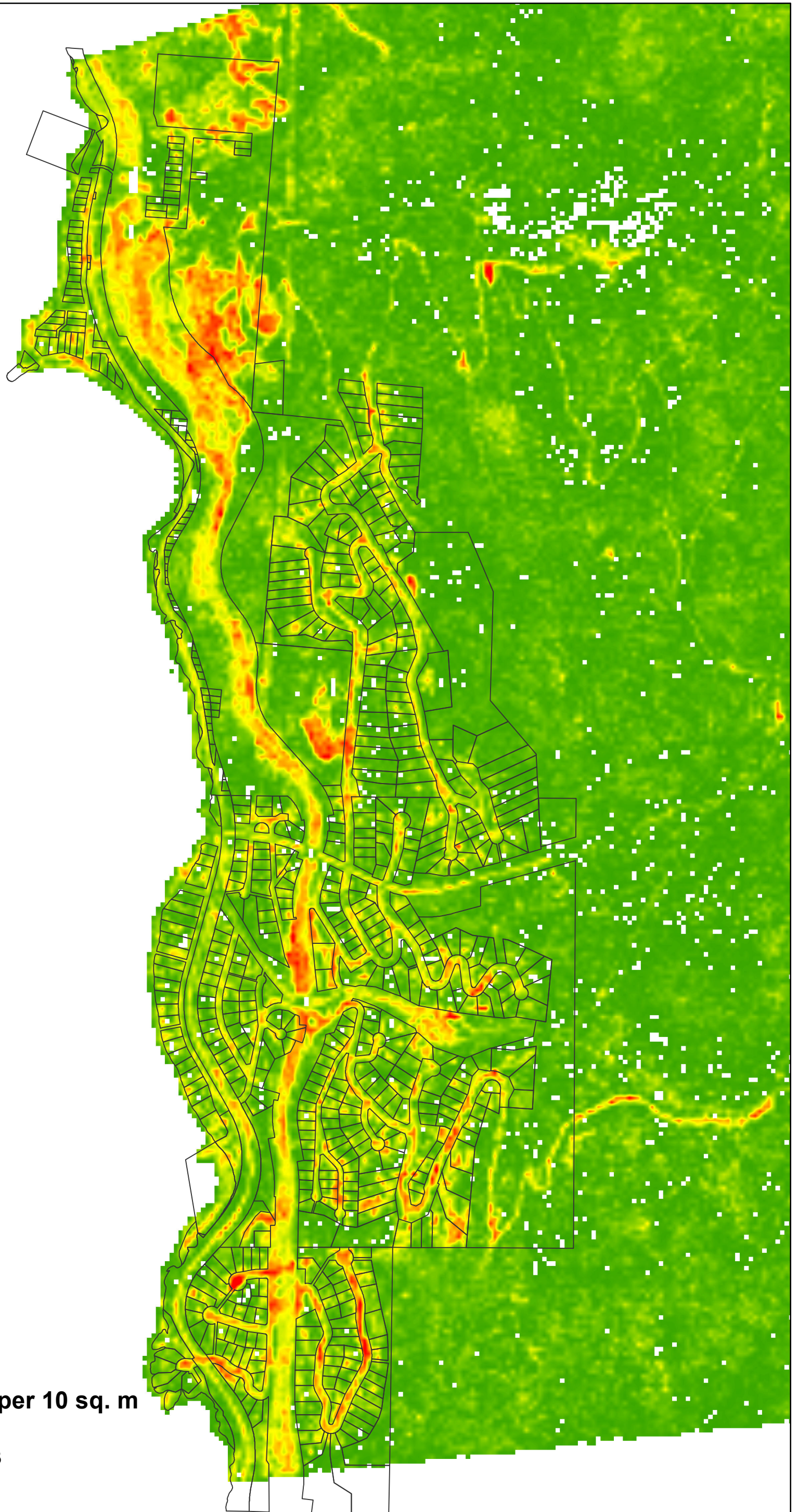
604-921-9333 (Office Hours)

604-905-9742 (After Hours)

Subject to the caveats noted above, proposals will be received via email only until Tuesday, September 5, 2017 at 4 pm PDT.

Appendix 1

VOLB Lidar Coverage Map



Appendix 3

I, _____, an authorized signatory of the firm _____, hereby request access to the following information (check one or both of numbers 1 and/or 2):

1. LiDAR Meta Data files (656.31 MB compressed zip archive)
 2. Reports re. Various Hazards in and around Lions Bay (40.65 MB compressed zip archive)

and agree to keep strictly confidential all information received from the Municipality, directly or indirectly, including the information provided in Appendices 1 and 2, and shall not use the Municipality's confidential information except as required to develop a Proposal in response to this RFP.

I will not, without prior written approval of the Municipality, for my own benefit or that of my firm, use, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit, any confidential information.

I agree to return or delete and destroy all files, whether digital or printed material, after submission of the Proposal, unless I am the successful proponent, in which case I agree to destroy all such confidential files after completion of the project, or in either event, upon the request of the Municipality.

I acknowledge that the failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____

Schedule A

DRAFT PROFESSIONAL SERVICES AGREEMENT

VOLB RFP 1709 NATURAL HAZARDS ASSESSMENT STUDY - SCHEDULE A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated for reference <Date>

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:

(the "Consultant")

GIVEN THAT the Municipality wishes to engage the Consultant to perform modelling of the Village's water storage facilities and pressure reducing valve stations, and the Consultant wishes to provide such services to the Municipality in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of payment of \$1.00 by the Municipality to the Consultant (the receipt and sufficiency the Consultant acknowledges) and in consideration of the promises exchanged below, the Municipality and the Consultant agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above:
 - a. "Terms of Reference" means, having regard to the Request for Proposals issued by the Municipality on August 21, 2017 and the Consultant's Proposal in response, the scope of work set out in the Consultant's Negotiated Proposal attached hereto as Schedule "A" and forming part of this Agreement;
 - b. "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.
 - c. "Fees" means the amount to be paid for the work and services described in the Terms of Reference.

Services To Be Performed By the Consultant

2. The Consultant agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term

3. The term of this Agreement commences on XX, 2017 and expires on the earlier of the completion of the Services or XX, 2017 (the "Term"), unless terminated sooner in accordance with this Agreement.

Warranty As To Quality of Services

4. The Consultant represents and warrants to the Municipality that:
 - a. the Consultant has the education, training, skill, experience and resources necessary to perform the Services; and
 - b. the Services will be performed in accordance with all applicable enactments and laws, and with all relevant codes, rules, regulations and standards of any professional or industry organization or association; and
 - c. The persons as noted in the Terms of Reference will perform the Services under this Agreement;

and the Consultant acknowledges and agrees that the Municipality has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

5. The Municipality must pay the Consultant for the Services in the amount provided in the Terms of Reference in accordance with this Agreement.

Invoices

6. Not more than once each month, the Consultant may deliver an invoice to the Municipality, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

Payment by the Municipality

7. The Municipality must, to the extent the Municipality is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Consultant and subject to sections 8 and 9, pay the Consultant the fees and disbursements claimed in any invoice delivered in accordance with section 2, within 30 days after delivery of an invoice to the Municipality.

Completion of Services

8. The Consultant expressly acknowledges and agrees that it is a fundamental term of this Agreement that the Services be completed on or before the end of the Term, and that should the Consultant fail to complete the Services by that date the Municipality may retain and set off up to 5% of the total fees payable to the Consultant under this Agreement payable to the Consultant for the Services, as liquidated damages.
9. The right of the Municipality under section 8 will not apply to the extent the Consultant fails to complete the Services before the end of the Term due to circumstances beyond the Consultant's reasonable control, including a labour strike, Acts of God or any failure by the Municipality to provide materials as required under this Agreement (each, an "Event of Delay") but not including delays in materials, equipment or labour required to be provided by the Consultant. The Municipality will only consider an Event of Delay

where the Consultant has notified the Municipality of such within twenty- four hours of the occurrence of the Event of Delay. The Municipality shall determine, acting reasonably, whether the event has arisen due to circumstances beyond the Consultant's reasonable control, and shall advise the Consultant of the extended Term as determined by the Municipality.

Termination or Suspension at the Municipality's Discretion

10. Despite the rest of this agreement, the Municipality may, in its sole discretion, by giving notice to the Consultant, terminate or suspend all, or any part, of the Services. If the Municipality terminates or suspends all or part of the Services under this section, the Consultant may deliver an invoice to the Municipality for the period between the end of the month for which the last invoice was delivered by the Consultant and the date of termination or suspension. The Municipality must, to the extent the Municipality is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Consultant and subject to sections 8 and 9, pay the Consultant the fees and disbursements claimed in any invoice delivered in accordance with section 2, within 30 days after delivery of an invoice to the Municipality. The Consultant is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

Termination For Default

11. Despite the rest of this agreement, the Municipality may terminate all, or any part of, the Services, by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:
 - a. the Consultant breaches this agreement and the Consultant has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Municipality, in the Municipality's sole discretion, within five days after notice of the breach is given to the Consultant by the Municipality; or
 - b. the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.
12. Without limiting any other right or remedy available to the Municipality, if the Municipality terminates part or all of the Services under this section, the Municipality may arrange, upon such terms and conditions and in such manner as the Municipality considers appropriate, for performance of any part of the Services remaining to be completed, and the Consultant is liable to the Municipality for any expenses reasonably and necessarily incurred by the Municipality in engaging the services of another person to perform those Services. The Municipality may set off against, and withhold from amounts due to the Consultant such amounts as the Municipality determines, acting reasonably, are necessary to compensate and reimburse the Municipality for the expenses described in this section.

Indemnity

13. Without limiting any other obligation of the Consultant under this Contract or otherwise:
 - a. The Consultant hereby agrees to Indemnify and Save Harmless the Municipality, its elected officials, officers, employees, servants, agents and others for whom the Municipality is in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to any wilful or negligent act, omission, delay, or allegations thereof on the part of the Consultant, its officers, employees, subcontractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the professional Work pursuant to this Contract or anyone else for whom the Consultant is in law responsible.
 - b. Should the Municipality be made a party to any litigation commenced by or against the Consultant, then the Consultant will protect, indemnify and hold the Municipality harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and own client basis) incurred or paid by the Municipality in connection with such litigation upon demand. The Consultant will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Municipality in enforcing the terms, covenants and conditions in this Contract.
 - c. The Consultant's obligation under this indemnification section will survive the expiry or early termination of this Contract.

Insurance

14.
 - a. The Consultant shall obtain and maintain during the Term a Broad form Commercial General Liability policy for a limit of not less than two million (\$5,000,000.00) dollars per occurrence with respect to third party liability claims for bodily injury, property damage, personal injury. This policy shall include but shall not be limited to: Premises and Operation Liability, Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Liability, Contingent Employers' Liability, Breach of Conditions clause. The Municipality shall be added as an "Additional Insured" along with Cross-Liability and Severability of Interest clauses.
 - b. All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary "Endorsements" to provide the Municipality with thirty (30) days prior written notice by Registered Mail to the attention of the Municipality Corporate Officer/Secretary.
 - c. The Consultant agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premiums payments. All of the required Consultant's insurance policies shall be primary, non-contributing with respect to any insurance carried by the Municipality. The Municipality reserves the right to impose such higher limits or other types of insurance, provided coverage is

available at commercially affordable terms and conditions, as would reasonably be required of a prudent Consultant of similar operations.

Records

15. The Consultant:
 - a. must keep reasonably detailed accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Municipality, which may make copies and take extracts from the accounts and records;
 - b. must afford facilities and access to accounts and records for audit and inspection by the Municipality and must furnish the Municipality with such information as the Municipality may from time to time require regarding those documents; and
 - c. must preserve, and keep available for audit and inspection, all records described in section 15a for at least two years after completion of the Services or termination of this agreement, whichever applies.

Confidential Information

16. Except as required by law, the Consultant must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Consultant receives in connection with this agreement which in good faith or good conscience ought not be disclosed.

Delivery of Records

17. If the Municipality terminates all or part of the Services under this agreement, the Consultant must immediately deliver to the Municipality, without request, all Service-related documents in the Consultant's possession or under its control.

Ownership of Intellectual Property

18. By this section, the Consultant irrevocably grants to the Municipality the unrestricted licence for the Municipality to use all technical information and intellectual property, including designs and inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Consultant agrees that the licence granted by this section includes the right for the Municipality, at any time, to adapt, use and modify all such technical information and intellectual property for the Municipality's uses set out above.

Agreement for Services

19. This is an agreement for the performance of services and the Consultant is engaged under the agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this agreement, neither the Consultant nor any of its employees or contractors is engaged by the Municipality as an employee or agent of the Municipality. The Consultant is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all

payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This agreement does not create a joint venture or partnership, and the Consultant has no authority to represent or bind the Municipality in any way.

Conflict of Interest

20. The Consultant must not perform, for gain, any services for any person other than the Municipality, or have an interest in any contract other than this agreement, if the Municipality determines, acting reasonably, that performance of the services, or the Consultant's interest in the contract, creates a conflict of interest between the obligations of the Consultant to the Municipality under this agreement and the obligations of the Consultant to the other person or between the obligations of the Consultant to the Municipality under this agreement and the Consultant's pecuniary interest.

Assignment

21. No part of this agreement may be assigned or subcontracted by the Consultant without the prior written consent of the Municipality, such consent shall not be unreasonably withheld, and any assignment or subcontract made without that consent constitutes a breach by the Consultant of this agreement. The Consultant agrees that, among other things, the Municipality may refuse its consent if the Municipality, in its sole discretion, determines that the proposed assignee or subcontractor has not got the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Consultant from any obligation already incurred or accrued under this agreement or impose any liability upon the Municipality.

Time of the Essence

22. Time is of the essence of this agreement.

Severance

23. If any portion of this agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this agreement.

Notice

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

- a. To the Municipality:

Village of Lions Bay
400 Centre Road
Box 141
Lions Bay, B.C. V0N 2E0
Fax Number: (604) 921-6643
E-mail Address: cao@lionsbay.ca

Attention: Peter DeJong

b. To the Consultant:

Name

Address

City, BC Postal Code

Phone:

Fax:

Email:

Attention:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section. Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

25. In this agreement:

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

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

Binding on Successors

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

Entire Agreement

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

Waiver

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

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

VILLAGE OF LIONS BAY by its authorized signatories:

Mayor

c/s

Corporate Officer:

Date executed: _____, 2017.

CONSULTANT by its authorized signatories:

Date executed: _____, 2017

Schedule "A"

Proposal (as amended)