



# District of Lantzville

Incorporated June 2003

## **REQUEST FOR PROPOSAL: NO. Fire-2018-1**

### **New Single Axle 2000 Imperial Gallon Urban Interface Tender**

**ISSUED: February 9, 2018**

#### **CLOSING LOCATION:**

**District of Lantzville Municipal Hall  
7192 Lantzville Road,  
Lantzville, BC V0R 2H0**

District of Lantzville (District) will accept sealed proposals from qualified fire apparatus manufacturers for the supply of a Single Axle 2000 Imperial Gallon Urban Interface Tender Custom Fire Apparatus (two door) complete with 1000 gallon per minute pump.

#### **CLOSING DATE AND TIME:**

Proposals must be received at the office of the Director of Corporate Administration prior to:  
3:00 PM (15:00 hrs) Pacific Time on Monday, March 12, 2018

#### **DISTRICT CONTACT:**

Neil Rukus, Fire Chief  
Email: [nrukus@lantzville.ca](mailto:nrukus@lantzville.ca)  
Telephone: 250.390.0363

Proposals in response to this RFP must contain all requested detailed information. Failure to supply requested detailed information may result in rejection of a proposal without further consideration by the District.

Deadline for questions is five (5) business days before the established close date.

**Proposals will not be opened publicly**

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# 1 INTRODUCTION

## 1.1 Purpose

The District of Lantzville (the District) in British Columbia, Canada is seeking proposals from manufacturers of Fire Apparatus for the purchase of a **New Single Axle 2000 Imperial Gallon Urban Interface Tender Custom Fire Apparatus (two door) complete with 1000 gallon per minute pump** that meets the performance standard – CAN/ULC-S515-04.

This apparatus must manage on paved roads and gravel roads. It will be used for Structural Firefighting and Interface Fires. We do not anticipate that this unit will travel at speeds exceeding 120 km/hr.

For more detailed information regarding the project scope, refer to **Schedule A** ‘Terms of Reference’.

## 1.2 Definitions

Throughout this Request for Proposal, the following definitions will be used:

“Contract” means any written Contract duly executed by the District and the Proponent as a result of this RFP who enters into a Contract with the District.

“Consultant” means the successful Proponent to this Request for Proposal who enters into a written Contract with the District.

“Council” means the municipal Council of the District of Lantzville.

“Closing Time” means the date and time for the closing of this RFP as identified on the front cover or such extended date and time as determined by the District.

“District” means the District of Lantzville located in the Province of British Columbia.

“Evaluation Team” means a team appointed by the District’s Chief Administrative Officer.

“District Contact” means the individual identified in the Instructions to Proponents - Contact Information responsible for managing the RFP process through whom all correspondence will flow, including receiving all commercial and technical questions and issuing addenda to this RFP.

“Proponent” means an individual, firm or a company that submits, or intends to submit, a Proposal in response to this RFP.

“Proposal” sometimes referred to as Submission - means the Proponent's response to the RFP and includes all the Proponent's attachments and presentation materials.

“RFP” means a Request for Proposal for provision of the services described herein.

“Mandatory Requirements” are those requirements in this RFP described with a “*must*”, “*shall*” or “*mandatory*” and means a requirement that must be met for a Proposal to receive consideration. Failure to provide mandatory information will result in a Proposal being rejected; “*should*” or “*desirable*” means a requirement having a significant degree of importance to the objectives of this RFP.

## **2 INSTRUCTIONS TO PROPONENTS**

### **2.1 Closing Date/Time/Location**

It is the sole responsibility of the Proponent to submit their Proposal to the District prior to the established Closing Time. Proposals received after the noted due time WILL NOT be accepted and will be returned unopened to the sender. The time clock in the Municipal Hall is the official time piece for the receipt of all Proposals.

Proposals shall be clearly marked RFP – **New Single Axle 2000 Imperial Gallon Urban Interface Tender** and received by one of the following two methods:

- a. By hand; or**
- b. By courier**

Sealed Proposals must be addressed to:

Director of Corporate Administration  
District of Lantzville  
7192 Lantzville Road,  
Lantzville, BC V0R 2H0

And include:

Four (4) original hard copies and one (1) digital copy (CD/DVD/memory stick)

**Proposals received by facsimile or email WILL NOT be accepted.**

### **2.2 Signature**

The Proposal must include a cover letter signed by a person authorised to legally bind the Proponent to the statements made in the response to this RFP.

### **2.3 District Contact Information**

It is the Proponent's responsibility to clarify interpretation of any matter the Proponent considers to be unclear before the Closing Time, by contacting:

Neil Rukus, Fire Chief  
Email: [nrukus@lantzville.ca](mailto:nrukus@lantzville.ca)  
Telephone: 250.390.0363

## **2.4 Communications and Enquiries**

All enquiries regarding this RFP are to be directed in writing or by email. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed, at the District of Lantzville's option, to potential Proponents who may be identified.

All enquiries must be received no less than five (5) business days before the established close date. Questions received after this date will be responded to at the District's discretion and responses cannot be guaranteed.

## **2.5 Deadline Extension**

Any request for an extension to the closing date will only be considered if received by the District no less than five (5) business days before the established closing date.

## **2.6 Amendment to Proposals**

Proposals may be amended in writing and delivered to the closing location before the Closing Time but not after. Such amendments must be signed by the authorized signatory of the Proponent and either hand delivered or by courier to the District.

## **2.7 Addenda**

The District reserves the right to respond to questions, make clarifications and changes, in its sole discretion, to this RFP at any time prior to the Closing Time through the issuance of addenda. Proponents are cautioned to ensure they have received and reviewed all addenda (if any) prior to submitting a Proposal. All addenda issued by the District form part of this RFP. Should the District issue any addenda to the RFP, the changes will be posted on the *BC Bids* [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and on the District of Lantzville site [www.lantzville.ca](http://www.lantzville.ca) only. No other notices will be issued.

## **2.8 Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attachments, 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 the Proposal.

## **2.9 Unsuccessful Proponents**

The successful Proponent will be notified in writing and required contractual obligations will need to be fulfilled before the work can begin. The unsuccessful Proponents will not be notified by the District, as the award information will be posted on the District's website at a time after the closing date. In most cases, the District may post the name of the successful Proponent.

The District will offer a debriefing to unsuccessful Proponents, on request, at a mutually agreeable time. Proponents may request debriefing within fifteen (15) business days of the award being posted. The intent of the debriefing information session is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

## **2.10 Error in Proposal**

No Proposal shall be altered, amended, or withdrawn after the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in the RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in the District's RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

## **2.11 Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time prior to the Proposal Closing Time by submitting a written withdrawal letter to the District and the Proposal will be returned.

## **2.12 Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the District in response to this RFP become the property of the District.

## **2.13 Opening of Proposals**

Proposals will **NOT** be opened in public.

# **3 PROPOSAL SUBMISSION AND EVALUATION**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the District asks Proponents to provide the following information.

## **3.1 Proposal Eligibility**

In order for Proposals to be eligible they must:

- a. Be received on or before the established closing date and time at the location specified.
- b. Include a copy of the Appendix A - Submission Form signed by an individual authorized to do so on behalf of the Proponent.

**PROPOSALS NOT IN COMPLIANCE WITH THE MANDATORY REQUIREMENT WILL BE REJECTED.**

### **3.2 Evaluation Criteria**

The following criteria identify the key components on which Proposals to this RFP will be evaluated.

<b>Item</b>	<b>Evaluation Criteria</b>	<b>Weight</b>
1.	Compliance with RFP requirements	30
2.	Service & Warranty	30
3.	Price	10
4.	Delivery schedule	20
5.	Customer references	5
6.	Value for money	5
		100

Proposals submitted should be in enough detail to allow the District to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work.

### **3.3 Proposal Content**

#### **3.3.1 Cover Letter & Signature**

The Proposal should include a cover letter summarizing the Proposal and indicate why the District should select your firm. This letter must be signed by a person authorized to legally bind the Proponent to the statements contained in the Proponent's Proposal submission.

#### **3.3.2 Compliance with RFP Requirements**

- a. Proponent's ability to meet essential requirements and qualifications.
- b. Appearance of unit and functionality, length & height of apparatus.

#### **3.3.3 Service and Warranty**

- a. Service facility location, owned vs. contract service, response time and cost.
- b. Warranties on units and components.

#### **3.3.4 Price**

- a. Price in Canadian funds
- b. Where priced Proposals are requested, include all costs to complete the scope of work including travel and disbursements. Any applicable taxes should be shown as a separate line item listed.



### **3.3.5 Delivery Schedule**

- a. Time of delivery – on or before March 31, 2019 (include manufacturer's schedule).

### **3.3.6 Customer References**

- a. Minimum of three (3) customer references.

### **3.3.7 Value for Money**

- a. Cost of delivery and training.

### **3.3.8 Certification**

- a. Include a copy of the Welding Certification of manufacturer.
- b. Include a copy of current ULC Audit Certification.

### **3.3.9 Proposed Purchase Contract**

Proponents need to identify any specific provisions contained in this RFP with which it is unwilling or unable to comply from the attached Proposed Purchase Contract.

### **3.3.10 Conflict of Interest**

Proponents are to include a statement in their Proposal indicating whether or not the firm or any individuals proposed to work on the Contract has a possible conflict of interest, and, if so, the nature of that conflict. The District reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be developed by the awarded respondent. The District's determination regarding any questions of conflict of interest shall be final.

## **3.4 Acceptance or Rejection**

The District may, in its sole discretion, accept or reject for its consideration any and all Proposals that contain minor and inconsequential irregularity, or where practicable to do so. The District may, as a condition of acceptance of a Proposal, request a Proponent to correct an irregularity with no change in proposed price. The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be in the sole discretion of the District.

## **3.5 Clarification**

The District reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

### **3.6 Negotiation and Selection**

By submitting a Proposal, a Proponent accepts that a Contract may be negotiated upon notification by the District with the Proponent whose Proposal is evaluated as the best value. The District reserves the right to negotiate with any Proponent, or more than one Proponent. If the parties after having negotiated in good faith are unable to conclude a formal agreement, the District and the Proponent will be released without further obligations other than any surviving obligations regarding confidentiality and the District may, in its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude an agreement with it, and so on until an agreement is reached.

The District may in its discretion 1) negotiate with a Proponent to award a Contract for all or a portion of the Work 2) cancel this RFP and issue a new RFP with a new scope of work, or 3) cancel this RFP in its entirety.

### **3.7 Commitment**

Proponents are advised that the District makes no commitment under this RFP. Any commitment resulting from this RFP will be made by means of a duly authorized Contract issued by the District.

## **4 GENERAL TERMS AND CONDITIONS**

### **4.1 Right of the District to Cancel the RFP Process**

The District is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the services in some other manner separate from this RFP process.

### **4.2 Acceptance and Rejection of Proposals**

This RFP does not commit the District, in any way to select the preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract.

The District reserves the right to:

- a. Accept a Proposal which is not the lowest priced;
- b. Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- c. Reject any Proposal at any time prior to execution of an Agreement;
- d. Assess the ability of the Proponent to perform the Contract and may reject any Proposal where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- e. Amend or revise the RFP by Addenda up to the specified closing date and time;
- f. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement; and

- g. Award an Agreement to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the District be obligated to award a Contract solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be in the sole discretion of the District of Lantzville.

#### **4.3 No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations, or discussions with the District or its representatives and Consultants, relating to or arising from this RFP. The District and its representatives, agents, Consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, 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. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

#### **4.4 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no Contract of any kind, if formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

#### **4.5 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential conflict of interest and existing business relationships it may have with the District, its elected officials, appointed officials or employees.

#### **4.6 Gifts and Donations**

The successful Proponent will ensure that no representative of the successful Proponent will offer or extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee, Lantzville Fire Rescue member, or elected official of the District. The successful Proponent will report any attempt by any employee, Lantzville Fire Rescue member, or elected official of the District to obtain such favours to the District of Lantzville Chief Administrative Officer.

#### **4.7 Solicitation of Council Members and District Staff**

Proponents and their agents will not contact any member of Lantzville Fire Rescue, the District Council or District employees with respect to this RFP, other than the District Representative named in this document or authorized by the Chief Administrative Officer, at any time.

#### **4.8 Confidentiality and Freedom of Information**

The District will retain all Proposals and they will not be returned to the Proponent except for any unopened Proposals. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All of the information contained within the RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Lantzville.

#### **4.9 Sub-Consulting**

Using a sub-consultant is acceptable provided the sub-consultant is clearly identified in the Proposal. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.

Sub-consulting to any firm or individual whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved sub-consultants listed in the Proposal will be included in the Contract. No additional sub-consultants will be added or other changes made, to the list in the Contract without written consent of the District's Chief Administrative Officer.

#### **4.10 Time is of the Essence**

Time is of the essence in the Contract, if awarded. The project timeline is structured so the project can be completed by March 31, 2019.

#### **4.11 Governing Law**

This agreement shall be governed by the laws of the Province of British Columbia.

#### **4.12 Litigation Clause**

The District may, in its absolute discretion, reject a Proposal submitted by a Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either

directly or indirectly through another corporation in legal action against the District, its elected or appointed officers and employees in relation to:

- a. Any other Contract for works or services; or
- b. Any matter arising from the District's exercise of its powers, duties; or functions under the *Local Government Act*, *Community Charter* or another enactment, within the past five (5) years of the closing date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its Consultants and representatives and whether the District's experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.

#### **4.13 Key Personnel**

The successful Proponent will be required to maintain key members of the project team as proposed throughout the term of the Contract including but not limited to the team Lead, key staff and sub-Consultants. Any proposed changes to the project team must be agreed upon in writing by the District.

#### **4.14 Contract Terms and Conditions**

A sample Contract is enclosed which will form the basis of any negotiation for the Work. Proponents should clearly indicate in their Proposal any conditions in Schedule C - Proposed Purchase Contract that are not acceptable and provide proposed wording that would be acceptable.



**SCHEDULE 'A' - TERMS OF REFERENCE**

## 1 INTRODUCTION

The District of Lantzville, with a population of approximately 3,600 people, is situated on the east coast of Vancouver Island, within the Regional District of Nanaimo and immediately north of the City of Nanaimo. The municipality is primarily a residential community with a small commercial component.

## 2 NEW SINGLE AXLE 2000 IMPERIAL GALLON URBAN INTERFACE TENDER

The District of Lantzville in British Columbia, Canada is seeking proposals from manufacturers of Fire Apparatus for the purchase of a **New Single Axle 2000 Imperial Gallon Urban Interface Tender Custom Fire Apparatus (two door) complete with 1000 gallon per minute pump** that meets the performance standard – CAN/ULC-S515-04.

This apparatus must manage on paved roads and gravel roads. It will be used for Structural Firefighting and Interface Fires. We do not anticipate that this unit will travel at speeds exceeding 120 km/hr.

The following is our short list of mandatory requirements. We expect each proponent to provide us with a detailed description and cost of their proposal. The unit must be tested, labelled and listed with Underwriters' Laboratories of Canada, prior to delivery **NO EXCEPTIONS**.

These specifications are not intended to be a detailed, comprehensive technical specification for manufacturer of the required apparatus. It is recognized by the District of Lantzville that the manufacturers who submit a proposal have their own standard designs, details, finishes, and fabrication processes and that it is not efficient for the purchaser to specify in detail how the apparatus is to be built, painted, wired, etc.

### 2.1 General

- a. Any changes made to the specifications listed in this request for proposal shall be approved only by the Lantzville Fire Chief in writing;
- b. Must meet or exceed the most up to date N.F.P.A, U.L.C. and ISO (9001) standards;
- c. Must meet British Columbia and federal road regulations;
- d. Must provide electronic manuals, two copies of all operator, service, and parts manuals that must be supplied at the time of delivery in electronic format (CD-ROM). The manuals shall include the following: Operating Instructions; descriptions; specifications; and ratings of the cab, chassis, body, installed components and auxiliary systems; charts, tables, checklist, and illustrations relating to lubrication; troubleshooting, diagnostics, and inspections. Instructions, regarding the frequency and procedure for recommended maintenance. The CD must be formatted in such a manner as to not only allow the printing of the entire manual, but also the cutting, pasting, or copying of individual documents to other electronic media, such as electronic mail;
- e. Must provide training manuals that must be in CD form;



- f. Apparatus warranty shall be clearly defined. Preference will be given for repair locally in Lantzville or in a nearby facility;
- g. Warranty must be clearly defined by the bidder stating the detailed coverage and length of warranty and the after sales service and parts support provided. Warranty coverage to become effective from date the apparatus is delivered;
- h. Apparatus must have pump and roll capabilities;
- i. Length must be less than 32 feet in overall length;
- j. Height shall not exceed provincial road regulations;
- k. Sole proprietary manufacturer (warranty repairs all handled by the same supplier) shall be given preference;
- l. Two meetings, in person, must be arranged to detail the construction and final acceptance at the manufacturer's plant;
- m. Must be delivered in a timely fashion that will be established at the commencement of the construction meeting, late penalty to be 5% of the overall build cost per month after the first month past the established delivery date as determined at said meeting. Escalating to 10% after 3 months past the delivery date;
- n. Multiple tenders shall be accepted, and demo apparatus will be considered;
- o. The specifications are to be considered as a minimum requirement and do not relieve the vendor of the responsibility of supplying a complete fully functional unit, suitable for the service intended.

## **2.2 Cab and Chassis:**

- a. Must be a single axle commercial chassis Tender, design;
- b. Must have seating for two;
- c. One compartment shall have the ability to house Two SCBA and two cylinders brackets;
- d. Two (2) communication headsets shall be provided and hard wired to the communications radio with a transmit button within easy reach of the driver and officer, a Kenwood brand to be the radio;
- e. Must provide two dedicated deep cycle batteries, or equivalent, to sustain the 12volt system;
- f. Must provide a 1000 watt 120v to 12v inverter to power 3 120v outlets in the cab;
- g. Interior shall have the following:
  - o A map reading light with red and white LED;
  - o A 12V handheld spotlight on the officer's side;
  - o Provide a 12v power and ground stud installed on the officer's side;
  - o Charger for portable radios to be hard wired in and supplied from manufacturer;
  - o Main radio to be permanently mounted and supplied by manufacturer and in an easy to reach position for both driver and officer;
  - o Siren controls to be permanently mounted in the cab within easy reach of both driver and officer and supplied from the manufacturer;
  - o The officer side dash should have a speedometer in clear sight;

- HVAC controls to be manual controls with heat and AC available;
- Mirrors must be electrically adjustable and heated;
- One windshield fan for air circulation;
- Center console must have a compartment to house miscellaneous equipment;
- Charger for portable lights and said lights to be supplied and mounted by manufacturer;
- Driver's seat to have air ride and be adjustable;
- Steering wheel column must tilt and telescope;
- Windows to be electrically operated;
- A high engine rpm switch to be mounted near the driver;
- An exhaust DEF override to be installed;
- Two air horn switches to be installed near the driver and the officer with a horn system;
- Remote monitor "Turret" controls operated from the cab;
- h. Must have automatic snow chains;
- i. Must have a minimum of 350 hp or a deemed adequate power plant Diesel Engine with a block heater;
- j. The transmission must be automatic and the fluid will be synthetic oil;
- k. All engine hoses shall be of silicone construction;
- l. Shall have aluminium wheels (Alco);
- m. Must have vehicle data recorder that meets N.F.P.A 1901;
- n. Must have anti-roll option;
- o. Must have rear mounted camera with display in cab;
- p. All lighting, HVAC, and auxiliary equipment shall be operated by means of switches that illuminate at night;
- q. Must have auto eject electrical and air connections;
- r. Front bumper must not be greater than 20 inches in length with storage compartment;
- s. Must have front bumper mounted monitor turret discharge connection supplied by 3" welded plumbing supply line to said turret.
- t. The wheel cramp angle degree must provide an unsurpassed vehicle turning radius;
- u. The angle of approach and departure must be greater than 8 degrees, greater the approach and departure angle the better suited;
- v. Apparatus onboard charging unit shall be supplied and mounted by manufacturer;
- w. An amp-draw calculation from the manufacturer must be completed and must meet or exceed the apparatus full load. Test results must be documented;
- x. All electrical must solely operate under the apparatus own alternator without a generator;
- y. Apparatus exhaust must discharge in front of the apparatus rear passenger side wheel to meet the department's exhaust extraction system.

### **2.3 Pump:**

- a. Must have a 1000 US GPM (pump) or adequate volume to efficiently operate and meet or exceed the apparatus discharge capabilities in a single stage pump complete with manual means of activating the intakes and discharges;
- b. Pump controls shall be mid-ship mounted on the driver's side and protected from the elements;
- c. Must have a minimum two 2.5" suction and two 2.5" discharge on each side of the apparatus driver and passenger side;
- d. Must have one 4" Stortz intake on the driver side, passenger side, and the rear of the apparatus. Plumbed in with stainless steel and a Stortz fitting;
- e. Must have two adjustable pre-connected 1 3/4" cross lay bed mounted over or around the mid-ship pump as low as possible, pending on construction complications that could arise with 2" supply to said hoses;
- f. All valves must have gauges and to be manual operation;
- g. Intake valves must have screens and chrome caps;
- h. All suction and discharge lines must have 30 - 40 degree downward facing elbows; including the 4" filling line;
- i. All valves shall be colour coded to match discharges and intake labels with labels;
- j. A heat exchanger and pump cooler bypass shall be installed;
- k. A relief valve shall be provided for all intakes;
- l. Engine warnings and indicators shall be installed in pump panel;
- m. The apparatus shall be ULC listed and tested prior to acceptance by the department with a plate attached on the pump house;
- n. Must have a FoamPro System utilizing class A foam and operating system to meet the requirements for two pre-connects and one 2.5" discharge line on the passenger side. Filling of the foam tank should be manual through an access hatch on the top of the truck; indicator gauge to be installed on the pump panel for clear visibility;
- o. Should have low speedlays;
- p. Must have narrow pump panel and protected from the elements;
- q. Must have no cab overhang that can restrict pump panel access;
- r. Must have low intakes for ease of hose connections, pending on tank restrictions.

### **2.4 Water Tank:**

- a. Must have a 2000 Imperial gal Poly tank with integral 30 (U.S.) gallon foam tank. Provision for a 10" dump valve to be placed in the rear of the tank with three LED tank level indicators on both sides of the tank and the rear of the tank;
- b. The need for a large diameter quick dump valve shall be placed out of the back of the apparatus with the ability to dump water on both sides of the truck and the rear;
- c. Must have storage compartments to house four 2" diameter hard suction hoses.

## **2.5 Body:**

- a. Equipment trays shall be adjustable in all compartments, roll out tilt down trays will be provided in two of the three compartments;
- b. Scene lighting shall be L.E.D. with two extendable scene lighting on the sides, brow and rear lighting, ground lighting;
- c. Emergency lighting must allow the apparatus maximum luminous from all angles;
- d. Apparatus shall have 2 corrosion proof tow eyes to be mounted to the frame on the front and rear;
- e. Shall have a ladder to give access to the top half of truck;
- f. Drop tank shall be lowered and raised by means of electrical or pneumatic means;
- g. Must have remote controlled spotlight; (Controlled from the cab)
- h. Apparatus compartment design: The truck must have a minimum of three compartments (other than the pump compartment) for storage of pumps and other portable equipment; and understands the tank size may determine placement of said compartments with adequate ventilation and drains;
- i. Storage compartments must house three large diameter hard suction hoses;
- j. Keep back 150 meters sign shall be installed on the rear of the apparatus in 3" lettering;
- k. Rear Chevrons shall be installed as required NFPA 1901. Chevrons shall be lime yellow and red;
- l. Reflective trim, two door decals on the front doors with the lettering package must be installed with specifications of Lantzville Fire Rescue Department members at the construction meeting;
- m. Siren must be flush-mounted Federal Q electro-mechanical with an additional electronic siren and Q Siren stop located near the officer seat;
- n. Paint must be Chevrolet red, paint codes to be provided;
- o. All siren and radio controls must be cleanly mounted in dash with easy access from both the driver and officer seat and not mounted on top of dash.

## **2.6 Auxiliary equipment that must be in place before delivery:**

- a. 300 feet of 1 3/4" hose;
- b. 200 feet of 4" hose;
- c. A portable pump with 3 lengths of 2" hard suction hose;
- d. A 2500-gal or greater, portable drop tank to hold the entire tank contents.

**SCHEDULE 'B' – Proposed New Single Axle 2000 Imperial Gallon Urban  
Interface Tender Contract**



## District of Lantzville

Agreement for  
New Single Axle 2000 Imperial Gallon Urban Interface Tender

Contract Number: #####

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THIS AGREEMENT is dated for reference the .....

BETWEEN:

(the "Contractor")

AND:

DISTRICT OF LANTZVILLE  
7192 Lantzville Road, PO Box 100  
Lantzville, BC V0R 2H0  
(the "District")

The District wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the District and the Contractor agree as follows:

## **1 DEFINITIONS**

### **General**

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which the District office is open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the District or any other person;
- (f) "Services" means the services described in Schedule A;
- (g) "Term" means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement.

### **Meaning of "record"**

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## **2 SERVICES**

### **Provision of services**

2.1 The Contractor must provide the Services in accordance with this Agreement.

### **Term**

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

### **Supply of various items**

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

### **Standard of care**

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

### **Standards in relation to persons performing Services**

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

### **Instructions by the District**

- 2.6 The District may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

### **Confirmation of non-written instructions**

- 2.7 If the District provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the District in writing, which request the District must comply with as soon as it is reasonably practicable to do so.

### **Effectiveness of non-written instructions**

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

### **Applicable laws**

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

## **3 PAYMENT**

### **Fees and expenses**

- 3.1 If the Contractor complies with this Agreement, then the District must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the District's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the District under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The District is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

### **Statements of accounts**

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the District a written statement of account in a form satisfactory to the District upon completion of the Services or at other times described in Schedule B.

### **Withholding of amounts**

- 3.3 Without limiting section 9.1, the District may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the District and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the District to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the District.

### **Appropriation**

- 3.4 The District's obligation to pay money to the Contractor is subject to the District's financial plan, which makes that obligation subject to an appropriation being available in the fiscal year of the District during which payment becomes due.

### **Currency**

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

### **Non-resident income tax**

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the District may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

### **Prohibition against committing money**

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the District to pay any money except as may be expressly provided for in this Agreement.

### **Refunds of taxes**

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, District or other tax or duty imposed on the Contractor as a result of this Agreement that the District has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the District.

#### **4 REPRESENTATIONS AND WARRANTIES**

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the District as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the District,
    - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the District in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
    - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
    - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
  - (b) if the Contractor is not an individual,
    - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
    - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### **5 PRIVACY, SECURITY AND CONFIDENTIALITY**

##### **Privacy**

- 5.1 The Contractor must comply with the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

##### **Security**

- 5.2 The Contractor must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal.

##### **Confidentiality**

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the District's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.

## **Public announcements**

- 5.4 Any public announcement relating to this Agreement will be arranged by the District and, if such consultation is reasonably practicable, after consultation with the Contractor.

## **Restrictions on promotion**

- 5.5 The Contractor must not, without the prior written approval of the District, refer for promotional purposes to the District being a customer of the Contractor or the District having entered into this Agreement.

## **6 MATERIAL AND INTELLECTUAL PROPERTY**

### **Access to Material**

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the District, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the District.

### **Ownership and delivery of Material**

- 6.2 The District exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the District immediately upon the District's request.

### **Matters respecting intellectual property**

- 6.3 The District exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the District; and
  - (b) Produced Material, other than any Incorporated Material.

Upon the District's request, the Contractor must deliver to the District documents satisfactory to the District that irrevocably waive in the District's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the District of the copyright in the Produced Material, other than any Incorporated Material.

### **Rights in relation to Incorporated Material**

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the District:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

## **7 RECORDS AND REPORTS**

### **Work reporting**

- 7.1 Upon the District's request, the Contractor must fully inform the District of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### **Time and expense records**

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the District. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

### **8 AUDIT**

In addition to any other rights of inspection the District may have under statute or otherwise, the District may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the District's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the District of the District's rights under this section.

### **9 INDEMNITY AND INSURANCE**

#### **Indemnity**

- 9.1 The Contractor must indemnify and save harmless the District and the District's officers, employees, agents and elected officials from any losses, claims, damages, actions, causes of action, costs and expenses that the District or any of the District's officers, employees, agents and elected officials may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the District and the District's officers, employees, agents and elected officials.

#### **Insurance**

- 9.2 The Contractor must provide their own insurance to protect their interests as they see fit and insurance as per Schedule B.

#### **Workers compensation**

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions, including being the Prime Contractor in relation to all works and services required under this contract including works and services performed by subcontractors.

#### **Personal optional protection**

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafe BC or other sources.

### **Evidence of coverage**

- 9.5 Within 10 Business Days of being requested to do so by the District, the Contractor must provide the District with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## **10 FORCE MAJEURE**

### **Definitions relating to force majeure**

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

### **Consequence of Event of Force Majeure**

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

### **Duties of Affected Party**

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## **11 DEFAULT AND TERMINATION**

### **Definitions relating to default and termination**

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
- (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

- (b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

- (iv) a compromise or arrangement is proposed in respect of the Contractor under the
- (v) *Companies' Creditors Arrangement Act* (Canada),
- (vi) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vii) the Contractor ceases, in the District's reasonable opinion, to carry on business as a going concern.

#### **District's options on default**

- 11.2 On the happening of an Event of Default, or at any time thereafter, the District may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### **Delay not a waiver**

- 11.3 No failure or delay on the part of the District to exercise its rights in relation to an Event of Default will constitute a waiver by the District of such rights.

#### **District's right to terminate other than for default**

- 11.4 In addition to the District's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the District may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### **Payment consequences of termination**

- 11.5 Unless Schedule B otherwise provides, if the District terminates this Agreement under section 11.4:
- (a) the District must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the District's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the District any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the District has notified the Contractor in writing was not completed to the District's satisfaction before termination of this Agreement.

#### **Discharge of liability**

- 11.6 The payment by the District of the amount described in section 11.5(a) discharges the District from all liability to make payments to the Contractor under this Agreement.

#### **Notice in relation to Events of Default**

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the District of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.



## **12 DISPUTE RESOLUTION**

### **Dispute resolution process**

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Arbitration Act.

### **Location of arbitration or mediation**

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in District of Lantzville, British Columbia.

### **Costs of mediation or arbitration**

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## **13 MISCELLANEOUS**

### **Delivery of notices**

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by email to the addressee's email address provided to the District
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

### **Change of address or email address**

- 13.2 Either party may from time to time give notice to the other party of a substitute address or email address, which from the date such notice is given, will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

### **Assignment**

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the District's prior written consent.

### **Subcontracting**

13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the District's prior written consent. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

- (a) any person retained by the Contractor to perform obligations under this Agreement; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

### **Waiver**

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

### **Modifications**

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

### **Entire agreement**

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

### **Survival of certain provisions**

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

### **Schedules**

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

### **Independent contractor**

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the District; or
- (b) an agent of the District, except as may be expressly provided for in this Agreement. The Contractor must not act or purport to act contrary to this section.

### **Personnel not to be employees of District**

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the District.

### **Key Personnel**

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor on Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the District otherwise approves in writing, which approval must not be unreasonably withheld.

### **Pertinent information**

13.13 The District must make available to the Contractor all information in the District's possession which the District considers pertinent to the performance of the Services.

### **Conflict of interest**

13.14 The Contractor must not provide any services to any person in circumstances which, in the District's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the District under this Agreement.

### **Time**

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

### **Conflicts among provisions**

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

### **Agreement not permit nor fetter**

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the District or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the District its agencies of any statutory, prerogative, executive or legislative power or duty.

### **Remainder not affected by invalidity**

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

### **Further assurances**

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

### **Additional terms**

13.20 Any additional terms set out in writing and attached herein apply to this Agreement.

**Governing law**

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

**14 INTERPRETATION**

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the District are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

**15 EXECUTION AND DELIVERY OF AGREEMENT**

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

Signed on the ____ day of _____, 2018 by the Contractor (or, if not, an individual on its behalf by its authorized signatory or signatories):	Signed on the ____ day of _____, 2018 on behalf of the District of Lantzville by its duly authorized representative:
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:

## **SCHEDULE A - SERVICES**

**1. TERM:**

The term of this Agreement commences on \_\_\_\_\_ and ends on \_\_\_\_\_ unless terminated by either party in writing prior to the end date.

When mutually agreeable between the District and the Contractor, this agreement may be renewed under the same terms and conditions for a period not to exceed one (1) additional year, and said option to renew this Agreement for a one-year period shall be in effect for each year thereafter for a total period not to exceed three (3) additional years.

Services commence upon notification to proceed from the District of Lantzville designated Project Manager.

**2. SERVICES:**

In accordance with the contractor's proposal, a copy of which is attached hereto as schedule C and forms part of this agreement and as may be subsequently agreed to.

**3. KEY PERSONNEL:**

The Key Personnel of the Contractor are as follows:

- (a) List of Project

District of Lantzville designate is: Project Manager

## **SCHEDULE B – FEES AND EXPENSES**

**1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** \$\_\_\_\_\_ Canadian Dollars is the maximum amount which the District is obliged to pay to the Contractor for fees and expenses under this Agreement exclusive of any applicable taxes.

**2. FEES:**

Contractor Fees: \$\$\$ (Value of Contractor fees only)

**3. EXPENSES:**

Estimated travel and expenses approx.: \$\$\$

All expenses must be pre-approved by the District's project manager.

**4. STATEMENTS OF ACCOUNT:**

**Invoicing:**

In order to obtain payment of any fees under this Agreement the Contractor must deliver to the District on a monthly basis, a written invoice in a form satisfactory to the District containing:

- (a) services rendered from and including the 1st day of a month to and including the last day of that month;
- (b) the Contractor's legal name and address;
- (c) the date of the statement, and the Billing Period to which the statement pertains;
- (d) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period.
- (e) the District of Lantzville Purchase Order Number.
- (f) the Contractor's calculation of any applicable taxes payable by the District in relation to the Services for the Billing Period;
- (g) any other billing information reasonably requested by the District.

**5. PAYMENTS DUE:**

Within 30 days of the District's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the District must pay the Contractor the fees (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule.

**6. INSURANCE:**

- (a) Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the District.

- (b) The Contractor must ensure that every sub-contractor provides and maintains insurance substantially in accordance with the requirements of this agreement and shall be as fully responsible to the District for acts and omissions of sub-contractors and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the Contractor.
- (c) The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

## **7. GENERAL LIABILITY INSURANCE**

- 7.1 The Contractor shall obtain and maintain for the duration of the Services, at its own cost, the following insurance, on terms and from insurers satisfactory to the District:
  - (a) Comprehensive General Liability coverage, covering premises and operations liability;
  - (b) Contractor's Contingency Liability coverage, covering operations of sub-contractors;
  - (c) Completed Operations Liability coverage;
  - (d) Contractual Liability coverage; and
  - (e) Owned and Non-Owned Automobile Liability Insurance coverage.
- 7.2 The limits of coverage shall not be less than the following:
  - (a) Bodily Injury Liability - \$5,000,000.00 each occurrence; \$2,000,000.00 aggregate products and/or completed operations;
  - (b) Property Damage Liability- \$2,000,000.00 each occurrence; \$2,000,000.00 aggregate products and/or completed operations; and
  - (c) Owned & Non-owned Automobile- \$2,000,000.00 any one accident.
- 7.3 A Cross Liability clause shall be made part of the Comprehensive General Liability Insurance.
- 7.4 The District of Lantzville to be named as an additional named insured.

## **8. PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance (Errors and Omissions) coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.

Add insurance requirement as applicable to the project.

## **9. SPECIAL CONDITIONS:** (As applicable)

Must be delivered in a timely fashion that will be established at the commencement of the construction meeting, late penalty to be 5% of the overall build cost per month after the first month past the established delivery date as determined at said meeting. Escalating to 10% after 3 months past the delivery date.