



REQUEST FOR
PROPOSALS

RFP TITLE: Yale Reservoir Refurbishment	
RFP NUMBER: RFP - 23009	DATE ISSUED: October 31, 2023
CLOSING TIME/DATE: 3:00PM PST, November 10, 2023	

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Part B - INTRODUCTION

B.1 RFP Overview

The Fraser Valley Regional District ("**FVRD**") is seeking proposals from qualified proponents ("**Proponents**") in response to this request for proposals ("**RFP**") for the provision of preventative concrete repair work on the reinforced concrete water reservoir tank located at 65225 Albert Street in Yale, BC.

The project will encompass a comprehensive scope of work, including concrete assessment, exterior and interior crack and joint repair, exterior surface treatment and repair, application of an interior waterproofing system, and other necessary tasks essential for the refurbishment of the exterior and interior concrete surfaces of the water reservoir tank. The primary objective is to extend the lifespan of the tank, ensuring its continued functionality and safety for the future.

As part of the work outlined in this RFP, the FVRD will assist the proponents in draining the reservoir and completing the initial pressure washing of the internal surfaces to provide a clean and well-prepared work environment. This approach will assist in streamlining and enhancing the project efficiency and repair process and will enable the FVRD to manage the water services supplied to the community during the completion of the works.

In the repair areas which would be classified as confined spaces, the contractor shall include all necessary equipment and resources to perform the repairs in accordance with all applicable regulations, standards, and codes.

Quantities and locations are to be determined by the proponent. Prior to the submission of the bid, the proponent will be required to identify, mark, and count the areas of delamination, linear metre total of crack injections, and area of waterproofing resurfacing. The interior surface area of the tank will not be accessible to confirm the linear metre total of required internal crack injections. The proponent will be required to review the Schedule F Photo Document and provide a provisional price for the required work.

The FVRD has engaged a Structural Engineer to provide consultant review services of the concrete preparation and repair work completed by the proponent. Four (4) field reviews have been budgeted for this project and the proponent will be required to coordinate with the Structural Engineer and the FVRD to confirm the timing and requirements of inspections.

Part C- OBJECTIVES

C.1 Scope of Services

The FVRD anticipates the services will include, but are not limited to:

Interior and Exterior Joint/Crack Injection Repair:

- (i) Clean and prepare all identified joints and cracks;
- (ii) Remove and clean efflorescence around affected areas;
- (iii) Remove and clean all contamination from cracks by vacuuming or flushing with water or other effective cleaning solution;

- (iv) Remove any existing joint filler, caulk, or sealant within cracks;
- (v) Remove all contaminants including dust, debris, and other foreign particles to make ready for sealant;
- (vi) Structural Engineer to review and approve prepare joints and cracks before application of crack injection;
- (vii) Contractor to seal all joints and cracks with an approved NSF 61 polyurethane product such as SikaFix LV or approved alternative;
- (viii) Mix and install NSF 61 certified polyurethane chemical grout in accordance with manufacturer's recommendation and methods;
- (ix) Contractor to tool joints to assure neat joints, correct bead shape, and optimal adhesion.

Concrete Delamination Repair

- (x) Ensure that the conditioned surface of the delaminated areas is free of material that may inhibit bonding with the concrete patch material;
- (xi) Remove loose, delaminated or unsound concrete by use of high pressure water blast, chipping, or other effective means;
- (xii) Remove and clean efflorescence around affected areas;
- (xiii) Complete structural or reinforcing steel corrosion repairs as necessary;
- (xiv) Exposed reinforcing steel shall be mechanically cleaned to bare metal and cleaned to remove all loose and fractured concrete. Exposed steel in areas to be patched shall be painted with bonding agent;
- (xv) Repair all exterior delaminate concrete. Contractor to chip or saw cut identified areas in a square/ symmetrical pattern in accordance with best management practices;
- (xvi) Structural Engineer to inspect exposed rebar and prepared area for approval prior to patch installation;
- (xvii) Apply bonding agent before patching grout in accordance with manufacture's recommendation and methods and as required;
- (xviii) Install concrete repair mortar such as Xypex Megamix II or approved alternative in accordance with the manufacture's recommendations and methods;
- (xix) Concrete patches are to be troweled and broom finished to the same level as the existing concrete to provide a professional and neat repair;
- (xx) Place the patching concrete by an approved method and consolidate using a pencil vibrator as required;
- (xxi) Finish of repair shall be troweled to match the existing condition. Curing of repair as specified in accordance with the manufacturer's recommendation and methods.
- (xxii) Protect repaired surface during cure time from rain, wind, snow, and rapid evaporation.

Crystalline Waterproofing Concrete Repair:

- (xxiii) Concrete surface to be cleaned and free of any dirt, debris, film, paint, coatings and other foreign matter;
- (xxiv) Prepare surfaces using the methods recommended by the manufacturer to achieve best results;

- (xxv) Contractor to use sand blasting, water blasting or acid etching as required and recommended by the manufacturer;
- (xxvi) Contract to patch water leaks, holes, construction joints, and cracks prior to application;
- (xxvii) Contractor to remove all defective concrete;
- (xxviii) Surface to be brought to a saturated surface dry (SSD) condition as per manufacturer application recommendations before application;
- (xxix) Apply a crystalline waterproofing slurry system, such as Krystol T1 or approved alternative, over the entire interior tank wall as per manufacturer's recommendation and methods. Product to be safe for contact with potable water and certified by NSF 61;
- (xxx) Apply slurry using a brush or spray in two (2) coats using the application coverage specified by the manufacturer. Second coat to be applied after first coat has set and is to follow the application instructions of the manufacturer;
- (xxxi) Protect applied product during cure time from rain, frost, and early drying;
- (xxxii) Curing method to be sufficient for application inside a water reservoir tank.

(collectively, the "**Services**") all to be provided with consideration being given to a focus on value to the FVRD and Project budget.

C.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	RFP Closing Date	November 10, 2023 at 3:00PM PST
2	Proposal Evaluation	November 10 – 15, 2023
3	Board Approval	November 23, 2023
4	Contract Award	November 24, 2023
5	Anticipate Project Start (weather dependent)	December 1, 2023

Part D - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

D.1 Closing Date and Location

Proposals must be received by 3:00 PM PST on November 10, 2023 ("**Closing**") via **email** sent to the following address: brodiebarber@fvrd.ca

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

D.2 Form of Proposal Submissions

Proponents are requested to submit the following copy/ies of their proposal ("**Proposal**"):

- i. One (1) electronic copy in Adobe PDF sent via email with the subject line: "RFP – 23009 Submission: Proponent's Name."

D.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- (i) Completed and signed Form of Proposal set out in Schedule B;
- (ii) A detailed schedule of the works. Schedule to include start and completion dates for all elements of work including, but not limited to the following; delamination structural repair work, interior tank crack injection preparation, repair, and cure time, interior crystalline waterproofing system preparation, installation, cure time, exterior crack injection preparation and repair work, and an estimated time the reservoir will need to be drained of water;
- (iii) Provide a detailed methodology of application for interior works inside drinking water reservoir tanks;
- (iv) Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work, approximate contract value and references (with phone numbers) for each work that the FVRD may contact as set out in Schedule C.
- (v) Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax.

D.4 Information Meeting

The proponent is to arrange a site visit with the FVRD to be held at the following time and location:

Date: **Monday, November 6, 2023**, or **Tuesday, November 7, 2023**, between the times of **9AM-12PM (PST)**.

Location: Yale Water Reservoir - 65225 Albert Street, Yale, BC

The information meeting will allow the proponent an overview of the site, provide time to complete required quantity takeoffs, and to review RFP documents with the FVRD.

Proponents are required to schedule a meeting time slot by emailing Brodie Barber - brodiebarber@fvrd.ca by end of day Thursday, November 2, 2023.

D.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: [Brodie Barber, Engineering and Community Services Technologist]

Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6

Email: [\[brodiebarber@fvrd.ca\]](mailto:brodiebarber@fvrd.ca)

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part E - TERMS AND CONDITIONS OF RFP

E.1 General

The terms and conditions in this Part E will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

E.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

E.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

E.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the

basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- (i) financial terms including but not limited to rates and payment terms;
- (ii) financial capabilities of the Proponent;
- (iii) corporate and technical capability of the Proponent to provide the Services;
- (iv) experience and performance of similar projects;
- (v) history of past performance and dealings with the FVRD; and
- (vi) references.

E.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

E.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

E.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section E.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

E.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

- (i) reject any or all Proposals;
- (ii) reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- (iii) in the event that only one proposal is submitted, to return the Proposal unopened;
- (iv) modify the terms of this RFP at any time in the FVRD's sole discretion;
- (v) to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- (vi) communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

E.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

E.10 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

E.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

E.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

E.13 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

E.14 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by

the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

E.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

E.16 Confidentiality

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

E.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

E.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

E.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges

relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

E.20 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD's Agreement for Services form document, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's general conditions and specifications, if any, set out in Schedule A.

E.21 Submittals

Contractor shall provide submittals of all concrete repair materials used, including shop drawings, material lists, MSDS sheets, and samples, to the FVRD for approval within two (2) weeks after receiving the contract award.

E.22 Warranty

For the work outlined in this RFP, the contractor shall provide an installation warranty for a period not less than 5 years from the date of substantial completion.

The manufacturer shall provide a material warranty for a period not less than 10 years from the date of substantial completion.

The contractor shall provide a written installation warranty stating that the products used will be free of defects related to workmanship, installation, and material deficiency for the period not less than 5 years from the date of substantial completion. The following items shall be covered under the warranty, but not inclusive of: debonding, separation, cracking, and water penetration and leaks.

Part F Schedule A: SAMPLE AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES

THIS SERVICES AGREEMENT is dated for reference

BETWEEN:

FRASER VALLEY REGIONAL DISTRICT,
45950 Cheam Avenue, Chilliwack, BC V2P 1N6
(the "Regional District")

AND:

(the "Contractor")

In consideration of the covenants and mutual promises set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

1. TERM

Subject to prior termination in accordance with the provisions as hereinafter provided in Section 7; the term of the Agreement shall commence upon obtaining required signatories (the "Term").

2. COMPENSATION

2.1 *Payment*

The Regional District shall pay the Contractor \$XX (including GST) as full payment and reimbursement for performing the Services described herein during the Term of the Agreement.

2.2 *Statement of Account*

In order to obtain payment under this Agreement, the Contractor must submit to the Regional District a written statement of account in a form satisfactory to the Regional District upon completion of the Services or at such other times provided in this Agreement.

3. SERVICES

2.3 Scope of Services

The Contractor shall be responsible for providing the following services (collectively, the "Services") in accordance with the terms and conditions of this Agreement:

Insert description here/Scope of Work

2.4 Supply all Labour and Materials

Unless otherwise stated in this Agreement, the Contractor will supply, at its cost, all labour, materials, facilities, permits, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.

4. SERVICE STANDARD

2.5 Performance Standard

The Contractor will perform the Services:

- i. with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services;
- ii. in accordance with all applicable laws; and
- iii. to the satisfaction of the Regional District.

2.6 Supervision

The Contractor will ensure that all persons employed or retained by the Contractor to perform the Services are competent to perform them and are properly trained, instructed and supervised.

5. WORKPLACE SAFETY

2.7 Safety at the Workplace

The Contractor will provide a safe and secure place for the Contractor's activities in respect of its performance of the Services to prevent the risk of injury to the public by any reasonable means including, without limitation, illumination, signage, fencing and cordoned areas.

2.8 Compliance with WorkSafe BC

If the Contractor or any sub-contractors are required by law to be registered with the Worker's Compensation Board (WCB), then the Contractor will submit either a WCB clearance letter indicating

that the Contractor's WCB account is in good standing or a WCB registration number prior to commencement of the Services or at such other times as the Regional District may request.

2.9 Prime Contractor

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws and regulations of the Province of British Columbia including, without limitation, the Workers' Compensation Act and Regulations pursuant thereto. The Contractor hereby agrees and acknowledges that, pursuant to Section 118 of the Workers' Compensation Act, the Contractor will, for the purposes of such Act, be the Prime Contractor.

6. INSURANCE, LIABILITY AND INDEMNITY

2.10 Insurance

The Contractor shall obtain and maintain Comprehensive General Liability Insurance in the amount of not less than \$XXXX and the Regional District shall be named as an additional insured and the policy shall include cross liability or severability of interests clauses. The Contractor shall file with the Regional District prior to the commencement of the Agreement, a certificate of insurance as evidence of this coverage and evidence of the renewal of the policy. The provision of this insurance clause will survive termination of this Agreement.

2.11 Indemnification

The Contractor shall indemnify and save harmless the Regional District, the Board, its officers, employees, agents and assigns (collectively, the "Indemnified Parties") from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner against the Indemnified Parties based upon, occasioned by or attributable to any personal injury (including death), infringement or property damage arising from any negligent act or omission of the Contractor, its servants or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Agreement. The extent of the Contractor's indemnification shall not be limited to the value of any insurance policy. The provisions of this indemnity clause will survive termination of the Agreement.

7. TERMINATION

2.12 **Termination by Regional District**

1.1.1 **Termination for Default**

- i. *The Regional District may terminate the Agreement if the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, 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 Contractor, or the Contractor takes the benefit of any enactment related to bankrupt or insolvent debtors.*
- ii. *The Regional District may terminate the Agreement in whole or in part immediately by giving written notice of termination to the Contractor if the Contractor fails, refuses or neglects to perform the Services as required by this Agreement or is otherwise in breach of any provision of this Agreement. In the event the Regional District gives notice of termination pursuant to this section 7.1.1(ii), the Regional District may withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services, set-off any damages suffered by the Regional District against any amounts owing to the Contractor under this Agreement for performance of the Services and pursue other remedies to recover damages from the Contractor for any losses caused to the Regional District.*
- iii. *The Regional District in its sole discretion, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the ten (10) Business Days immediately following receipt of such notice or, in the event such default cannot be corrected without ten (10) Business Days, such longer period approved by the Regional District as is reasonable to correct the default. If, after the period allowed for correction of the default, the default has not been corrected to the satisfaction of the Regional District, the Regional District, in its sole discretion, may (but is not obligated to) remedy the work and deduct the cost thereof from any payment then due to the Contractor or terminate the Agreement and/or deem that the default shall constitute a dispute between the two parties.*

1.1.2 **Termination without Default**

Notwithstanding any other provision of this Agreement, the Regional District may, in its sole discretion, by giving 30 days' written notice to the Contractor, terminate or suspend all or any part of this Agreement for any reason. If the Regional District gives notice of termination or suspension pursuant to this section 7.1.2, the Regional District will pay the Contractor fees for such Services that were completed in accordance with this Agreement before termination or suspension. Upon payment of such amounts, no other amounts will be owed by the Regional District to the Contractor and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed.

The Contractor 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.

8. GENERAL TERMS

2.13 *Governing Law*

The Agreement is governed by, and is to be interpreted according to the laws of British Columbia and the parties agree to attorn exclusively to the courts of the Province of British Columbia.

2.14 *Independent Contractor*

The Contractor is providing the Services at all times as an independent contractor and is not an employee, servant, agent or partner of the Regional District and nothing herein will create or be deemed to create a partnership, joint venture or agency relationship between the parties.

2.15 *Assignment*

No part of the Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Regional District, and any assignment or subcontract made without that consent constitutes a breach of the Agreement. The Contractor hereby acknowledges and agrees that, without limiting the generality of the foregoing, the Regional District may refuse consent if, in the Regional District's sole discretion, it determines that the proposed assignee or subcontractor does not have the skill, experience or corporate resources necessary to provide the Services services to the Regional District's satisfaction. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under the Agreement or impose any liability upon the Regional District.

2.16 *Severance*

If any portion of the 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 the Agreement.

2.17 *Binding on Successors*

The Agreement enures to the benefit of and is binding upon the parties and their respective permitted assigns, successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary and every reference to the parties is deemed to include the successors and assigns of the parties.

2.18 **Entire Agreement**

The 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 the Agreement.

2.19 **Waiver**

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

2.20 **Meaning of Business Day**

In this Agreement, the term "Business Day" means a day other than a Saturday, Sunday or federal or provincial statutory holiday observed in the Province of British Columbia.

9. CONFIDENTIALITY

Except as required by law, the Contractor must not divulge or disclose any matters respecting technical, commercial or legal issues relating to or arising out of the Services or information received in connection with the Agreement without the Regional District's prior written consent, except in strict confidence to its professional advisors.

The Contractor acknowledges and agrees that all documents submitted to the Regional District are subject to disclosure under the British Columbia Freedom of Information and Protection of Privacy Act. Any information the Contractor considers confidential must be marked as so and will be subject to appropriate consideration as defined within the Act.

10. OWNERSHIP

The Contractor agrees to grant the Regional District unrestricted license for the use of all technical information and intellectual property submitted to the Regional District in relation to the services and that this licence includes the right to adapt, use and modify all such technical information and intellectual property.

The Contractor must, upon completion of the services, or if all or part of the services under the Agreement are terminated, immediately deliver to the Regional District all service-related documents in the Contractor's possession or under its control.

11. RECORDS

The Contractor must keep proper accounts and records of its performance of the services, including invoices, receipts and vouchers, at all times and for at least 7 years after completion

of the services or termination of the Agreement, which must at all reasonable times be open to audit and inspection by the Regional District.

12. NOTICE

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

To the Regional District:

Fraser Valley Regional District
45950 Cheam Avenue, Chilliwack, B.C. V2P 1N6

Attention: (name/title/email address)

To the Contractor:

Insert name of contractor

Insert address of contractor

Fax: insert number

Attention: Insert main contact person's name/Insert email address

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 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.

By signing below, the parties to this agreement have agreed to be bound by the terms of this Agreement.

FRASER VALLEY REGIONAL DISTRICT
by its authorized signatory(ies)

INSERT NAME OF CONTRACTOR
by its authorized signatory(ies)

Insert Title of Rep

Insert Name of Rep

Part G Schedule B: FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment _____

Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

1. Exterior Joint/Crack repair \$_____/LM TOTAL \$_____

2. Delamination/spalling repair \$_____/SM TOTAL \$_____

3. Crystalline waterproofing repair \$_____/SM TOTAL \$_____

Total Price for Goods/Services \$_____

Plus G.S.T. \$_____

TOTAL \$_____

Provisional pricing for additional work found after site visit:

1. Interior Joint/Crack repair \$_____/LM

2. Delamination/spalling repair \$_____/SM

3. Crystalline waterproofing repair \$_____/SM

Scheduled Durations:

Exterior Joint/Crack Injection (Include prep & cure time)	_____ Days
Exterior Delamination/Spalling repair (Include prep & cure time)	_____ Days
Interior Joint/Crack Injection (Include prep & cure time)	_____ Days
Crystalline Waterproof System (Include prep & cure time)	_____ Days
Days the tank will be drained of water	_____ Days

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ___ day of _____, 20__.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Title/Position:

Name & Title/Position:

Part H Schedule C: PROPONENT'S EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

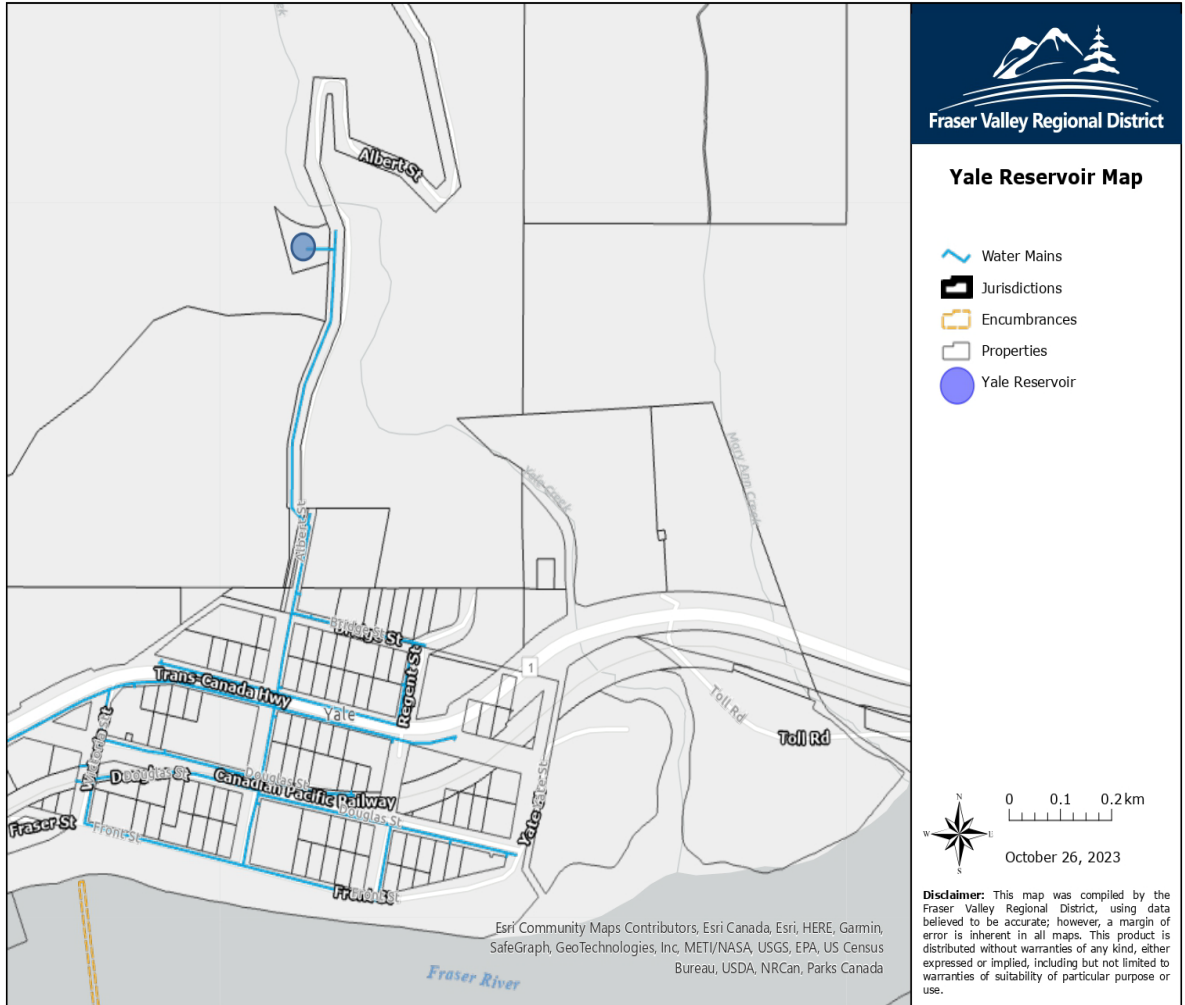
Responsibility: _____

References: _____


(incl. telephone)

Part I Schedule D: LOCATION MAP

<https://maps.app.goo.gl/4mUEnwS7675JHERAA>



Part JSchedule E: EXTERIOR PHOTO DOCUMENTATION

PHOTOS	
General Observation	Photos
<p>North wall:</p> <ul style="list-style-type: none">• Multiple vertical cracks can be seen with significant efflorescence• Due to efflorescence crack width could not be measured• One repair/concrete patch was observed in wall	 <p>Photo 1</p>

North Wall:

- Close up of one vertical crack with efflorescence
- Total crack height is approximately 3.5m
- Crack appears to extend below grade



Photo 2

North Wall:

- Close up of one horizontal crack with efflorescence
- Cracks extends around corner to east wall



Photo 3

North Wall:

- Close up of repair/patch, no record of repair exists
- Appears to be a repair of an existing crack, crack continued to grow and broke through repair patch



Photo 4

East wall:

- Multiple vertical cracks can be seen with significant efflorescence
- Due to efflorescence crack width could not be measured
- One repair/concrete patch was observed in wall
- Small area (~0.1m²) of possible delamination was found



Photo 5

East Wall:

- Close up of repair/patch, no record of repair exists
- Appears to be a repair of an existing crack, crack continued to grow and broke through repair patch



Photo 6

East Wall:

- View of joint between concrete buttress and east wall
- One horizontal crack is observed with significant efflorescence



Photo 7

South Wall:

- Seven significant vertical cracks with spalling and crumbling of concrete were observed evenly spaced across wall
- Multiple cracks with significant efflorescence were observed
- Small area (~0.1m²) of possible delamination was found



Photo 8

South Wall:

- Close up of one significant vertical crack on wall
- Around crack efflorescence, spalling and crumbling of concrete is observed
- Crack height is ~0.8m
- Crack appears to extend below grade



Photo 9

South Wall:

- Close up of one significant vertical crack on wall
- Around crack efflorescence, spalling and crumbling of concrete is observed
- Crack height is ~1.3m
- Crack appears to extend below grade



Photo 10

South Wall:

- Close up on spalling and crumbling of concrete around crack
- Average width is 65-75mm



Photo 11

South Wall:

- Close up on spalling and crumbling of concrete around crack
- Average depth of 15-30mm



Photo 12

West Wall:

- Three vertical cracks can be seen with efflorescence
- One significant crack/opening can be seen at south end
- Small area (~0.1m²) of possible delamination was found



Photo 13

West Wall:

- Significant vertical concrete crack and buttress can be seen
- Horizontal crack and delamination can be seen on buttress. Crack continues to all visible sides of buttress



Photo 14

West Wall:

- Alternate angle of significant crack at south end



Photo 15



West Wall:

- Close up of significant crack at south end
- Crack is 25mm wide, unknown depth



Photo 16

Part K Schedule F: INTERIOR PHOTO DOCUMENTATION

PHOTOS	
General Observations	Photos
<p>North Wall:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Crack at northeast corner observed 	 <p style="text-align: center;">Photo 1</p>
<p>East Wall:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Crack at southeast corner observed 	 <p style="text-align: center;">Photo 2</p>

East Wall:

- Rusty bracket and hardware supporting pipe



Photo 3

South Wall:

- Rusty brackets and hardware supporting ladder



Photo 4

West Wall:

- Crack observed at northwest corner



Photo 5

West Wall:

- Exposed rebar observed at southwest corner



Photo 6

West Wall:

- Concrete pop-outs/concrete loss observed at northwest corner near surface



Photo 7

Support Column:

- Exposed rebar observed



Photo 8

Support Column:

- Concrete loss observed



Photo 9

Water Intake:

- Appears to be covered in rust
- No cracks or deformities observed



Photo 10

Part L Schedule G: DECISION MATRIX TEMPLATE

EVALUATION CRITERIA							
Decision Factors				Name	Name	Name	
Mandatory Evaluation Criteria - Pass/Fail Criteria	Maximum Points	Weight	SCORE				Description
Received by closing date and time			P/F				
Inclusion of Mandatory Requirements			P/F				
Pass/Fail (P/F)			P/F				
Evaluation Selection Criteria							
Methodology of the project	20						
Qualifications and experience with water reservoir repair work – based on list of current and completed projects	20						
Overall suitability	10						
Cost	50						
SCORE	100			0	0	0	

Instructions for Unweighted Score: Insert the maximum points allowable for each criteria (for a total of 100 max points) and score each submission against each selection criteria

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

	PREFERRED PROPONENT/BIDDER
	Comments regarding preferred submission: