

DUTEAU CREEK WATER TREATMENT PLANT ULTRAVIOLET DISINFECTION UPGRADES

REQUEST FOR PROPOSALS

Issued: MARCH 17, 2017

ADDENDUM # 2

The Proposal Documents, RFP #2017-E372.09.2, shall be amended as follows:

1.0 SPECIFICATIONS

1. Refer to **Section 00100 Instructions to Proponents, Clause 1.4.1**, REVISE 'in accordance with Section 00100, Part 11'; to read 'in accordance with Section 00100 Part 8'.
2. Refer to **Section 00100 Instructions to Proponents, Clause 1.4.2**, REVISE 'Proposals will be received at the Regional District of North Okanagan no later than **2:00 pm**' to read 'Proposals will be received at the Regional District of North Okanagan no later than **4:30 pm**'.
3. Refer to **Section 00100 Instructions to Proponents, Clause 1.4.3**, REVISE 'referred to in Section 00100, Part 9.1' to read 'referred to in Section 00100 Part 8.1'.
4. Refer to **Section 00100 Instructions to Proponents, Clause 8.1 (2)**, REVISE 'The Proponent shall submit to the Owner the following completed and executed documentation:' to read 'The Proponent shall submit to the Owner two (2) completed and executed documentation proposal packages and one digital copy of the following:'.
5. Refer to **Section 00100, Part 8.6**, DELETE the clause in its' entirety and REPLACE with:

'Proponents shall be solely responsible for the completion and delivery of Proposals and any amendments in the manner and time specified by Section 00100, Part 1 and Part 8. No extension of the Proposal Closing will be given to accommodate the Proponents or amendments to Proposals that do not comply with the requirements of Section 00100 Part 8.'
6. Refer to **Section 00100, Part 11**, DELETE the clause in its' entirety and REPLACE with:

'11.1 Proposals will NOT be opened in public. All Proposals properly received and opened are subject to review and evaluation by the Owner in accordance with Section 00100, Section 00300 and Section 00400 of the RFP Documents.'
7. Refer to **Section 00100, Part 12.3**, DELETE the clause in its' entirety and REPLACE with:

"The OWNER will notify the successful proponent in writing that its Proposal has been accepted. The successful Proponent will be required to sign an Agreement in the form attached (Section 00450)."

8. Refer to **Section 00300** has been reissued, please find attached.
9. Refer to **Section 00500**, all pages, REVISE Total number of Pages to 22.
10. Refer to **Section 00500 Part 1 – 1.1**, DELETE and REPLACE definition of “Agreement”, with:
 “Agreement” means the agreement set out in Section 00450 Agreement.
11. Refer to **Section 00500 Part 1 – 1.1**, DELETE and REPLACE definition of “Contract Documents”, with:
 Proposal Forms and General Conditions
- | | | |
|-----|---------------|---------------------------------------|
| 1.1 | Section 00100 | Instructions to Proponents |
| 1.2 | Section 00300 | Supplier Proposal Form |
| 1.3 | Section 00400 | Supplier Qualifications Questionnaire |
| 1.4 | Section 00450 | Agreement |
| 1.5 | Section 00500 | General Conditions |
- Technical Specifications
- | | | |
|-----|---------------|---|
| 2.1 | Section 01010 | Summary of Work |
| 2.2 | Section 01025 | Measurement and Pricing |
| 2.3 | Section 01300 | Submittals |
| 2.4 | Section 11010 | Equipment Anchoring |
| 2.5 | Section 11287 | Ultraviolet (UV) Disinfection System for Drinking Water Application |
12. Refer to **Section 00500 Part 1 – 1.1**, DELETE and REPLACE definition of “Owner”, with:
 “Owner” has the meaning ascribed to is in Section 00450 and the Owner shall include the Regional District of North Okanagan (RDNO) with respect to any rights, indemnities, releases and other provisions benefiting the Owner under the Contract.’
13. **Section 00500 Part 7 - 7.2 (5)** ADD:
 (5) Prior to issuing Notice to Manufacture, the Owner reserves the right to terminate the Contract and the Supplier shall have no claim against the Owner for any Goods and Services set out in Section 00300, 1.02, Schedule 1, Items 2 through 7.
14. **Section 00500 General Conditions Part 8 - 8.1.1 (1)** DELETE and REPLACE with:
 (1) The equipment will be paid for at the price set out in the Proposal. The price proposed shall include the cost of all material, labour and workmanship necessary for supplying and delivering the equipment specified in this contract.
15. **Section 01010 1.5.2** DELETE and REPLACE with:
 .2 **Submittal Package 1**– Submittals for Stage 1 Review
 Provide all Submittals as generally described in Section 01300 – Submittals and more specifically described in Section 11287, Clause 1.6.3, within 30 days of Letter of Intent.

16. Section 11287 Clause 1.5.7 (7) DELETE sentence and REPLACE with:

“The electrical enclosure shall be sized to allow an additional 20 percent of IO, and build-out of spare lamp bank(s) for the reactor supplied.”

17. Section 11287 Clause 2.7.1 DELETE and REPLACE with:

.1 Flange connections shall conform to ANSI/AWWA C207 Class D.

18. Section 11287 Clause 2.11.4 (5) DELETE and REPLACE with:

(5) Individual UPS for LCP – each PLC panel sized for minimum 20 minutes power for the PLC power, communication, interior light.

19. Section 11287 Clause 3.3.1 (1) DELETE and REPLACE with:

(1) SUPPLIER shall provide complete list of I/O for each PLC showing IP address, register/block address, data type, range of values, value description, and any other information so that system integrator can establish I/O mapping in advance. Supplier shall provide listing in MS Excel format.

20. Section 11287 Clause 3.7. DELETE and REPLACE with:

3.7 INSPECTION

- .1 The SUPPLIER shall inspect the installed UV system to ensure the installed UV system matches the installation requirements.
- .2 Inspection shall involve:
 - (1) Correct wiring and termination of power and control cables (lamps, instruments, power, communication, controls and wire labeling)
 - (2) Proper mounting, orientation, and anchorage of all components.
 - (3) Record part numbers of UV lamps, duty UV sensors, and reference UV sensors.
 - (4) Proper lubrication of all parts.
 - (5) Preparation and submission of report to OWNER’s representative summarizing field verification of installation.
- .3 SUPPLIER shall notify Owner’s representative immediately if any corrections are required to meet their installation requirements.

21. Section 11287 Clause 3.11.6 (2) d DELETE the word “three” in the first sentence.

2.0 QUESTIONS

1. **Q:** Will a one-week extension be provided for the submission deadline?
A: No.

2. **Q:** Can Schedule 2 and Table A be issued in an editable format?
A: Included in this Addendum are Schedule 2 and Table A issued in Microsoft Word format.

3. **Q: Section 11287 Clause 2.7.4** Please clarify if the Offline Acid Rinse Cleaning System is required if we already have the automatic wiper cleaning system?
A: The Supplier shall provide either offline acid rinse cleaning systems, automatic mechanical wiper cleaning systems, or both to keep the lamp sleeves and UV sensor port windows free from foulants.

4. **Q: Section 11287 Clause 2.11.2. (1)** Can we supply our standard control panel with a communication module instead of supplying the Siemens PLC and HMI?
A: Siemens PLC and HMI are required.

5. **Q: Section 11287 Clause 2.12.7.(1)** Is a licensed copy of the PLC and HMI software program required?
A: Yes, a licensed copy of the PLC and HMI software program is required.

6. **Q:** Please confirm that an email submission of the final proposal is acceptable, with an original hard copy to follow within 48 hours of bid closing, or shall clause 1.4.2 of section 00100 be followed?
A: Electronic submissions are not allowed. All submissions must be in hard copy as per **Section 00100 Instructions to Proponents Part 1 1.4 Proposal Submissions.**

7. **Q: Section 00300 Part 1.03 A.1** Row 48, 49 and 50 costs are being based on the total installed number of sleeves, ballasts and sensors respectively; however, the warranty is based on run time. Should the quantities of Row 12, 13 and 14 be adjusted to quantities in service for the various flow conditions? If the quantity is to be the installed amount, is this to include the standby equipment?
A: Calculations in rows 48, 49, 50 and 51 have been deleted. Refer the REISSUED Section 00300, where Proponents are to list these annual replacement costs based on the total number of installed components, including redundant components, in the revised numbered rows 49, 50, 51, 52, 53, and 54 respectively.

8. **Q: Section 00300 Part 1.03 A.1** should a formula for annual wiper replacement costs be added?
A: Yes, refer to the revised Section 00300, Schedule 2.

- 9. Q: Section 00300 Part 1.03 A.1 Row 51** – the units listed do not include any costing and is calculating time – is this correct?
A: Refer to the revised Section 00300, Schedule 2.
- 10. Q: Section 00300 Clause 1.03 A.1** Is Row 45 is calculating the power consumption per month?
A: Yes, Row 45 is calculating the power per month.
- 11. Q:** What is the size of the inlet and outlet of the UV?
A: The inlet and outlet piping diameters for each UV train are 1220 mm (nominal pipe size).
- 12. Q:** What are the tax requirements?
A: Taxes are based on British Columbia provincial requirements.
- 13. Q: Section 11287 Part 3.10** Operational Testing - please clarify if this testing is to be completed by Owner, with records provided to Supplier to allow supplier to complete report. If not, will Supplier be required to attend the test for 7 calendar days on site?
A: Supplier to be on-site for a minimum of 7 day testing, as required to complete the operational testing requirements.
- 14. Q:** As per Section 00100, part 1.5 – is 60 days acceptable for the Submittal 1 submission?
A: No, 30 days is required for the Stage 1 Submittals.
- 15. Q:** As per Section 11287, part 2.11.4 – please confirm the intent of the H-O-A switch. Do you want to turn the entire reactor on in Hand?
A: In Hand mode, the operator will be able to “Manually” operate the UV Reactors at the Local Control Panel. This mode is intended only for maintenance activities.
- 16. Q:** As per Section 11287, Part 1.5.7.6 Harmonic distortion level: Please confirm if measurements are to be taken? If so, by whom?
A: Harmonic distortion levels will be measured by the Owner’s 3rd party representative as stated Section 11287 Part 3.9.11
- 17. Q:** As per Section 11287. Part 2.11.4.5 Is Phoenix Contact acceptable for the UPS?
A: No. Please provide RDNO standard product set out in Section 11287, Part 2.10.1.(4) as part of the base bid.
- 18. Q:** In section 00400, Table A, is the additional 30% dose safety factor to compensate for the action spectra correction factor of the medium pressure lamp?
A: The 30% safety factor is not related to the action spectra correction factor and is intended to reduce off-specification water production resulting from variability in UVT and hourly flow rates through the reactor.

3.0 ENCLOSURES

1. Reissued Section 00300 Form of Proposal
2. Section 00450 Sample Agreement
3. Schedule 2 – soft copy
4. Table A – soft copy

The changes, additions, and/or deletions contained herein are hereby made a part of RFP #2017-E372.09.2 Contract Documents as fully and completely as if the same were set forth therein.

All other terms and conditions shall remain unchanged.

END OF ADDENDUM NO. 2.



1.01 GENERAL TERMS OF THE PROPOSAL

In submitting the Proposal, SUPPLIER represents that:

- A. SUPPLIER has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. _____ Dated _____
No. _____ Dated _____

- B. SUPPLIER does not consider that any further examinations, investigations, tests, studies, or data are necessary for the determination of this Proposal for performance of the WORK at the price and guaranteed replacement and operating costs stated and within the times and in accordance with the other terms and conditions of the Contract Documents.
- C. SUPPLIER shall commence to proceed actively with the Stage 1 Submittals Package #1 portion work of the Contract promptly following receipt of the Letter of Intent, and to complete the remainder of the Work under the Contract upon receipt of the Notice to Manufacture and Deliver as per the Schedule of Supply and Delivery, subject to the legal availability of funds from the Federal\Provincial Canadian Water and Wastewater Fund and provisions for the extension of Contract Time stipulated in the General Conditions.
- D. Upon receipt of the Notice to Manufacture and Deliver, the SUPPLIER will fabricate, manufacture, test, and deliver equipment (the WORK) to the OWNER and perform the SERVICES for the OWNER, as specified or indicated in Contract Documents for the prices stated in the Pricing Schedules.
- E. SUPPLIER is aware of the general nature of work to be performed by CONTRACTOR and others that relates to supplying the specified UV equipment as indicated in the Contract Documents.
- F. SUPPLIER accepts all of the terms and conditions of the Agreement. All SUPPLIER's proposed Pricing shall remain subject to acceptance for 90 days after Proposal opening during which time the OWNER will select a SUPPLIER, or for such longer period of time that SUPPLIER may agree to in writing upon request of OWNER.
- G. SUPPLIER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that SUPPLIER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to SUPPLIER.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the WORK for which this Proposal is submitted.
- I. SUPPLIER has familiarized itself with the nature and extent of the Agreement, WORK and SERVICES, project site, locality where the WORK and SERVICES are to be delivered, the legal requirements (federal, provincial and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Agreement and has made such independent investigations as SUPPLIER deems necessary.



- J. Installation of the equipment will be by a CONTRACTOR under a separate and independent agreement with the OWNER. The CONTRACTOR will be selected and named at a later date upon completion of design by the OWNER based on the SUPPLIER's equipment. Design of the UV facility will be completed by May 2017. Project construction is anticipated to begin June 2017 and will continue for approximately 8 months. Delivery to the Delivery Point is to be no later than January 13th, 2018 for UV reactors and electrical panels.
- K. All responses to this Request for Proposal become the property of the Owner.
- L. Subcontractors should be clearly identified in the Proposal.
- M. All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded by the Proposal.
- N. The Proponent shall not change the wording of the Proposal after Proposal Closing and no words or comments shall be added to the General Conditions or detailed Specifications unless requested by the Owner for the purpose of clarification.
- O. Subsequent to the submission of Proposals, interviews and negotiations may be conducted with any of the Proponents, but there shall be no obligation to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received.
- P. To all the foregoing, and including all Pricing and O&M present worth evaluation information contained in this Proposal, said SUPPLIER further agrees to complete the WORK required herein for the prices stated herein and to guarantee replacement and operating costs as stated in the proposal documents and questionnaire of Section 00400.

SUPPLIER: _____ (SEAL)

Province / State of Incorporation: _____

By: _____
(Signature – attach evidence of authority to sign)

Date: _____

Name (typed or printed): _____

Title: _____

Attest: _____
(Signature of Corporation Secretary, Acting Secretary of other officer)

Business address: _____

Phone Number: _____ FAX Number: _____

Date of Qualification to do business is _____



1.02 PRICING SCHEDULE – UV DISINFECTION SYSTEM

A. The Pricing Schedule for furnishing the UV Disinfection System for the Duteau Creek WTP is provided below. The Agreement between the OWNER and SUPPLIER for the scope of WORK and SERVICES, as defined in the Contract Documents, will be for the total amount shown in Schedule 1 below.

Schedule 1 - Capital Cost and Pricing

Item	Description	Price
1	Complete all work associated with Stage 1 – Submittal Package #1 as described in Section 11287. Payment for this item shall be made upon Owner’s approval of Submittal Package #1.	\$25,000
2	Complete all work associated with Stage 2 – Submittal Package #2 as described in Section 11287. This line item shall not exceed 20% of the Total Schedule 1 Price. Payment for this item shall be made upon Owner’s approval of Submittal Package #2.	\$
3	Supply a complete Ultraviolet Disinfection System including UV reactors, control panels and all other associated equipment specified or otherwise, including delivery to the Delivery Point and as described in Section 11287. This line item shall not exceed 60% of the Total Schedule 1 Price. <u>Note:</u> 50% of the payment for this item shall be made upon acceptance of UV reactors by the Owner at the Delivery Point and 50% of payment for this item shall be made upon acceptance of the control panels and all other associated equipment and materials by Owner at the Delivery Point.	\$
4	All work associated with Submittal Package #3 as described in Section 11287. Payment shall be made upon Owner’s approval of Submittal Package #3.	\$
5	All installation, testing, training, and support services as described in Section 11287. Payment for this item shall be made following completion of installation, testing and training.	\$
6	All work associated with Submittal Package #4 as described in Section 11287. Payment shall be made upon Owner’s approval of Submittal Package #4. This line item shall not exceed 10% of the Total Schedule 1 Price.	\$
7	Final Payment. Payment of this item shall be made following successful completion of the Owner’s Acceptance Testing Period and OWNER issuing UV Final Acceptance Notification.	\$50,000
Total Schedule 1 Price (Sum of Items 1 through 7).		\$

B. Exceptions. Any exceptions taken by the SUPPLIER to the WORK and SERVICES specified herein shall be explicitly stated and shall accompany this signature page and shall be signed by all signers of this document. If no exceptions are attached, SUPPLIER shall be responsible for meeting the full requirements of the Contract Documents. OWNER reserves the right to not accept proposals based on any exceptions taken.



1.03 GUARANTEED O&M COST DATA

A. The SUPPLIER shall provide all cost information required to complete Schedule 2 – Guaranteed O&M Cost to enable calculation of annual operations and maintenance cost and present worth analysis based on seasonal flow rates, UV transmittance (UVT) and operations conditions listed in the table by quarter of year.

1. The following formulas are to be used to calculate the values entered into rows 45 through 56:

Row 45 =	Value in Row 9 (i.e. R9) x 730 (hours/month)
Row 46 =	R45 x R6 x EC
Row 47 =	(R6/12) x (R35+R36) x (R11 x 8760/R21)
Row 48 =	Sum of R46 for each operating period
Row 49 =	Sum of R47 for each operating period
Row 50 =	R37 x (R12 / R23)
Row 51 =	R38 x (R13 / R24)
Row 52 =	R39 x (R14 / R26)
Row 53 =	R40 x (R14 / R30)
Row 54 =	R44 x (R12 / R31)
Row 55 =	Sum of R48 through R54
Row 56 =	R55 x PWF

B. SUPPLIER shall state maximum replacement costs and power usage values herein that are guaranteed for the analysis period as identified in Paragraph C below. Signature of SUPPLIER in the Supplier Tender Form indicates SUPPLIER's acceptance to guarantee maximum replacement power usage costs stated herein for the warranty period.

C. The following economic factors shall be used to determine the present worth of annual O&M cost.

1. Analysis Period (N): 20 years.
2. Effective Annual Interest Rate (I): 5 percent.
3. Present Worth Factor (PWF: For "N" years at "I" percent): 12.462.
4. Unit Energy Cost (EC): \$0.10 per kW-hour.
5. Labor Cost (LC): \$50 per hour.



Schedule 2 - Guaranteed O&M Cost

ROW / DESCRIPTION	UNITS	OPERATING CONDITIONS		
		Winter	Shoulder	Summer
TREATMENT REQUIREMENTS				
1 Flow Rate	ML/day	15	37	87
2 UVT	%/cm	88	87	87
3 Target Pathogen		<i>Cryptosporidium</i>		
4 Target Log Inactivation		3.0		
5 Target Dose, D _{VAL}	mJ/cm ²	15.6		
6 No. of Months Per Year		5	3	4
POWER, INSTALLED & OPERATING QUANTITIES				
7 Number of Installed Reactors (duty + standby)				
8 Number of Operating Reactors				
9 Guaranteed Total Power at Target Dose (S/S ₀ limited to CAF) ⁽¹⁾ kW				
10 Total No. of Lamps Installed				
11 Total No. of Lamps in Service				
12 Total No. of Sleeves Installed				
13 Total No. of Ballasts Installed				
14 Total No. of Sensors Installed				
15 Total No. of Reference Sensors				
UV REACTOR OPERATING REQUIREMENTS				
16 CAF (lamp aging factor x fouling factor)				
17 Operating Relative Lamp Output, S/S ₀ ⁽²⁾				
18 Reduction Equivalent Dose, RED	mJ/cm ²			
19 Validation Factor, VF	%			
20 Validated Dose, D _{VAL}	mJ/cm ²			
EQUIPMENT LIFETIME & MAINTENANCE FREQUENCY				
21 Guaranteed Lamp Life ⁽⁴⁾	hours			
22 Lamp Prorated Start Period	hours			
23 Guaranteed Sleeve Life ⁽⁵⁾	years			
24 Guaranteed Ballast Life ⁽⁶⁾	years			
25 Ballast Prorated Start Period	years			
26 Guaranteed Sensor Life ⁽⁷⁾	years			
27 Guaranteed Reference UV Sensor Life	years			
28 On-Site Duty Sensor Calibration Check ⁽⁸⁾	# /			
29 Off-Site Duty Sensor Recalibration by Supplier	years			
30 Off-Site Reference Sensor Factory Calibration ⁽⁹⁾	years			
31 Guaranteed Wiper Life	Months			
32 On-Site UVT Monitor Calibration Check ⁽¹⁰⁾	# / week			
33 On-line mechanical wiper cleaning sol (if appl.)	L/year			
34 Off-Line Chemical Cleaning (if applicable)	# / year			



Schedule 2 - Guaranteed O&M Cost (continued)

ROW / DESCRIPTION	UNITS	OPERATING CONDITIONS		
		Winter	Shoulder	Summer
GUARANTEED COSTS				
35 Lamp Replacement	\$ / lamp			
36 Lamp Disposal Fee	\$ / lamp			
37 Sleeve Replacement	\$ / sleeve			
38 Ballast Replacement	\$ / ballast			
39 Duty Sensor Replacement	\$ / sensor			
40 Duty Sensor Factory Calibration	\$ / sensor			
41 Reference Sensor Replacement	\$ / sensor			
42 Reference Sensor Factory Calibration	\$ / sensor			
43 Chemical clean solution	\$ / litre			
44 Wiper Replacement Cost	\$ / wiper			
O&M COSTS PER CONDITION (TIME WEIGHT ADJUSTED)				
45 Total Power	kW-hours			
46 Total Annual Energy Cost	\$ / year			
47 Annual Lamp Replacement Cost	\$ / year			
EQUIPMENT LIFETIME & MAINTENANCE FREQUENCY				
48 Total Annual Energy Cost	\$ / year			
49 Annual Lamp Replacement Cost	\$ / year			
50 Annual Sleeve Replacement Cost	\$ / year			
51 Annual Ballast Replacement Cost	\$ / year			
52 Annual Sensor Replacement Cost	\$ / year			
53 Annual Sensor Calibration Costs	\$ / year			
54 Annual Wiper Costs	\$ / year			
55 TOTAL ANNUAL O&M COSTS	\$ / year			
PRESENT WORTH				
56 PRESENT WORTH COST OF ANNUAL O&M	\$			

Notes:

- (1) Maximum relative lamp output (S/S₀) shall be limited to combined lamp aging and fouling factor (CAF).
- (2) Operating S/S₀ is defined as the minimum S/S₀ required to maintain the D_{VAL} ≥ D_{REQ}. This value should be ≤ the CAF value used for the design and ≥ the minimum S/S₀ limit of the validation envelope.
- (3) Not used.
- (4) Lamp life limited to 15,000 hr for LPHO and 10,000 hr for MP lamps.
- (5) Sleeve life limited to 20 yrs.
- (6) Ballast life limited to 10 yrs.
- (7) Sensor life limited to 10 yrs.
- (8) Minimum frequency of duty sensor checks limited to once per month (UVDGM Section 6.4.1.1).
- (9) Minimum frequency of reference sensor calibration limited to once per year (UVDGM Section 6.3.1).
- (10) Minimum frequency of UVT monitor calibration check limited to once per week (UVDGM Section 6.4.1.2).



[SAMPLE ONLY OF INTENDED AGREEMENT]

THIS AGREEMENT made this _____ day of _____, 2017.
BETWEEN:

Regional District of North Okanagan (RDNO), with an office situated at 9848
Aberdeen Road, Coldstream, British Columbia, V1B 2K9.

(the "Owner")

AND:

(the "Supplier")

1.01 PRICING AGREEMENT

- A. The Contract Price shall be a lump sum of \$ _____ excluding only Goods and Services Tax. The Contract Price is in Canadian dollars.
- B. The Owner shall pay the Supplier the Contract Price, as required by the Contract Documents.
- C. The Contract Price shall be the entire compensation owing to the Supplier by the Owner for the Goods and shall cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, drafting charges, tariffs, provincial sales tax, excise taxes, warranty and all other costs and expenses whatsoever incurred in performing the Contract.
- D. The Supplier shall supply all Goods to the Delivery Point no later than January 13th, 2018.
- E. The Agreement shall be for Equipment and materials delivered to the OWNER's physical location, including all insurance, deliverables, services, freight, applicable duties and taxes.
- F. The Contract Documents shall form a part of this Agreement as though recited in full.
- G. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between Owner and the Supply Contractor with respect to the subject matter of this Agreement.
- H. No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants, and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants, and agreements on which any rights against the Owner may be founded.
- I. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the Owner.



- J. No action or failure to act by the Owner or an authorized representative of the Owner shall constitute a waiver of any right or duty afforded any of them under the Contract, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.
- K. This Agreement shall ensure to the benefit of and be binding upon the Owner and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
- L. Time shall be of the essence of this Agreement.

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

Signed on behalf of the Owner by its authorized signatories:

CHAIR

CORPORATE OFFICER

Signed on behalf of the Supply Contractor by its authorized signatories:

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

END OF SECTION 00450