

CITY OF COURTENAY



REQUEST FOR PROPOSAL NO. R20-09

WATER & SEWER RATES REVIEW

Closing Date: 2:00pm, Friday, March 20, 2020

City of Courtenay
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7
Attn: Purchasing Division

SECTION I TERMS OF REFERENCE

1. INTRODUCTION

- 1.1 The City of Courtenay is requesting proposals from qualified firms for a rate study of the City's water fees, sewer fees and charges proposed over the next 10 years, to ensure the provision of sustainable and equitable service.

2. BACKGROUND

- 2.1 The City currently adjusts water and sewer rates annually based on bulk water pricing, planned capital projects and operational programs. The last rate review was done in 2011 by AquaVic.
- 2.2 The City provides water and sewer service to approximately 25,000 residents. The population growth in the City is estimated to be +7,004 (5 year) and +9,623 (20 year).
- 2.3 The water distribution system consists of 173 km of water mains, 786 fire hydrants, 1724 mainline valves, 5 pressure reducing valve stations, 1 booster station containing 5 pumps and 8,392 connections. Currently the City has 400 metered and an estimated 290 unmetered institutional, commercial, industrial and agricultural customers, and 169 metered and 43 unmetered multi-family properties. Single family residential properties are unmetered.
- 2.4 The sewer collection system is comprised of 163 km of sanitary sewer mains, 11 sanitary lift stations, and 20 pumps. Wastewater from the City is piped to the CVRD collection system, which terminates at the Comox Valley Water Pollution Centre.
- 2.5 The Water Master Plan and the Sewer Master Plan are currently under review and the information will be provided to the successful proponent.
- 2.6 Data on neighboring municipality systems can be provided to the successful proponent upon request.
- 2.7 Current reserve funding details will be provided to the successful proponent.
- 2.8 The City of Courtenay current Fees and Charges Amendment Bylaw No.2965, 2019 is attached.

3. SCOPE OF WORK AND DELIVERABLES

- 3.1 Arrange an in-person kick-off meeting with City staff to discuss project priorities, data needs and the project schedule. Consultant will prepare a data requirement list that will be discussed during the meeting.
- 3.2 Develop a 10 year financial plan model for the potable water and sewer services that projects each service's revenues, operation costs, maintenance costs, capital improvement costs, equipment replacement costs, reserve funding contributions and debt service costs.
- 3.3 Prepare a cost of service analysis that fairly and equitably allocates costs for customer classes while adequately funding operations and maintenance costs, capital improvement costs, equipment

replacement costs, reserve funding contributions and debt service costs. The analysis must ensure that rates and charges are defensible and comply with the requirements of applicable regulations.

- 3.4 Recommend the rate and fee structures for potable water and sewer utilities that will recover costs and adequately fund reserves.
- 3.5 Review other fees and charges for miscellaneous works and recommend updated values to reflect true costs.
- 3.6 Review rate impacts of projected new developments and redevelopments. As part of this review, the proponent should concentrate on capital costs associated with rehabilitation and replacement of existing utilities and not on the improvements required for expansion of services as a result of new developments.
- 3.7 Prepare draft and final reports that summarize the results and recommendations of the study. The rate study should include an easy-to-use electronic model in Microsoft Excel to be used by City staff for future evaluations.
- 3.8 Present the report to City Council and discuss recommendations.
- 3.9 The proposal should include any additional meetings anticipated during the analysis and development stages.

4. BID SUBMISSION FORMAT

4.1 Company Overview

- a) Provide a cover letter containing a description of the firm, company name, address, phone number, fax number and email address, and specifically identify the primary contact. Include the legal company organization, and list of applicable licenses.
- b) Provide an overview of the proposed team and include resumes for all team members.
- c) Discuss why your firm should be selected for this award.
- d) Provide three references for similar work as detailed in the Terms of Reference.
- e) Include any Environmental or Social Procurement initiatives being used. Examples are shown in the Evaluation Criteria.

4.2 Project Management

- a) Provide a project schedule including key dates and milestones.
- b) Discuss project execution methodology, and provide insight into how your firm will meet the objectives defined in the scope of work.
- c) Identify any potential constraints and challenges in executing the scope of work.
- d) Discuss the proposed approach to overcome the constraints and challenges identified above in section (c).
- e) Identify all assumptions made in the submitted proposal.

4.3 Financial Cost to the City

- a) Total Cost - Water and Sewer Rate Study

- 1) Provide specific detail relating to the total cost. Include:
 - I. Each resource, including title (E.g. Consultant, Assistant)
 - II. Number of hours allocated to each resource
 - III. Break out number of hours per segment, per resource, per task item
- b) Include a unit rate sheet for all resources.
- c) Provide details into all proposed billable expenses.
- d) Identify all items (if applicable) that are not included in the total cost.
- e) Disclose all pricing assumptions.

5. AGREEMENT

- 5.1 The successful Proponent will be required to enter into a formal agreement with the City, see attached standard agreement.

SECTION II INSTRUCTIONS TO PROPONENTS

1. An electronic submission of the proposal in .pdf format must be submitted to purchasing@courtenay.ca no later than 2:00pm local time, Friday, March 20, 2020 (the RFP Closing Date).

The email subject line shall read “**R20-09 Water & Sewer Rates Review**”.

It is the sole responsibility of the Proponent to ensure that their proposal is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All proposals must be signed by an authorized representative of the Proponent.

Submission of a proposal indicates acceptance by the Proponent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

2. **Questions are to be submitted in writing within 2 business days of the RFP Closing Date quoting the RFP name, number and contact person below, and sent to email purchasing@courtenay.ca.**

Graham Peterson, Procurement Specialist
City of Courtenay
purchasing@courtenay.ca

Any oral communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

3. Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Proposals will not be opened in public.

4. No Obligation to Proceed

a) Though the City fully intends at this time to proceed through the RFP process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the purchase of the product, service or project.

b) The City reserves the right to accept or reject all or part of the proposal, however the City is not precluded from negotiating with the successful Proponent to modify its proposal to best suit the needs of the City.

c) The City reserves the right to reject, at the City's sole discretion, any or all proposals if the proposal is incomplete, obscure, irregular or unrealistic.

- d) A proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with Federal, Provincial and Municipal legislation.
 - e) The City reserves the right to accept or reject a proposal where only one proposal is received.
5. Cost of Preparation
- Any cost incurred by the Proponent in the preparation of the proposal will be solely at the expense of the Proponent.
6. Confidentiality and Freedom of Information and Protection of Privacy Act
- The proposal should clearly identify any information that is considered to be confidential or proprietary information (the “Confidential Information”). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can’t guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.
7. Irrevocability of Proposals
- By submission of a written request, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable and are valid for a minimum of 60 days. By submission of a proposal the Proponent agrees should the proposal be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.
8. Alternate Proposals
- If an alternate solution is offered, the information shall be submitted in the format requested as a separate proposal.
9. Pricing
- Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP.
10. Sub-Contracting
- Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City.
11. Limitation of Damages
- The Proponent, by submitting a proposal, waives any claim for loss of profits if no contract is made with the Proponent. By submitting a proposal the Proponent agrees to all terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal. The Proponent is responsible to ensure that they have obtained and

considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal.

12. Cancellation of RFP

The City reserves the right to cancel this RFP at any time.

13. Accuracy of Information

The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

14. Cancellation of Contract

The City reserves the right to terminate the Contract, at its sole and absolute discretion, on giving 30 days written notice to the successful Proponent of such termination and the successful Proponent will have no rights or claims against the City with respect to such termination. Cancellation would not, in any manner whatsoever, limit the City's right to bring action against the successful Proponent for damages for breach of contract.

15. Default

- (a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- (b) In the event the City terminates this Contract in whole or in part as provided in clause 15(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- (c) The Contractor shall not be liable for any excess costs under clause 15(b) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

16. Misrepresentation or Solicitation

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFP, whether before or after the submission of the proposal, the City shall be entitled to reject or not accept the proposal.

17. Business License and Permits

The successful Proponent shall be responsible for acquiring and payment for all required licenses, permits and approvals from authorities having jurisdiction, for the performance of the work. The successful Proponent shall be responsible to acquire and maintain a valid City of Courtenay or Mid Island Inter-Municipal Business License for the term of the Contract.

18. Payment Terms

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City's standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not

pre-pay for any goods, or services for any period, unless agreed to in writing by the City. All invoices must be emailed to finance@courtenay.ca, please do not also mail invoices.

19. Applicable Laws and Agreements

- a) The laws of the Province of B.C. shall govern this request for proposal and any subsequent Contract resulting from the proposal.
- b) This RFP is subject to the terms and conditions of the Canadian Free Trade Agreement and the New West Partnership Agreement.

20. Insurance

- a) Professional Liability Insurance policy covering errors and omissions with coverage of not less than \$2,000,000 per claim and a minimum \$2,000,000 aggregate per year.
- b) Commercial General Liability Insurance in an inclusive amount of not less than \$2,000,000 for each occurrence or accident. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest, and a 30 day written notice of insurance cancellation clause.
- c) Motor Vehicle Insurance including Bodily Injury and Property Damage in an inclusive amount of not less than \$2,000,000 per accident per licensed motor vehicle used to carry out the work.
- d) Proof of WorkSafe BC registration, including proof of up to date assessment payments in the form of a WorkSafe BC Certificate of Compliance letter.

21. Ownership of Material and Copyright

- a) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of the City as a result of the provision of the Services (the "Material") may be used by the City as part of its operations associated with the Materials provided.
- b) All Material shall be transferred and delivered by the Contractor to the City following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the City.
- c) The Contractor agrees that the City will own all of the Material and the Contractor irrevocably assigns to the City all of the Contractor's title in the Material. The Contractor retains ownership of the "Embedded IP". The Material does not include intellectual property or confidential information that is proprietary to the Contractor and (a) used by the Contractor to prepare, produce or supply the Material, or (b) that is otherwise embedded within the Material ("Embedded IP").
- d) The Contractor hereby represents and warrants that any portion of the Material produced by the Contractor will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

22. References

The Proponent shall provide a minimum three (3) references for similar work detailed in the Terms of Reference.

23. Corporate Climate Action Strategy Requirements

a) The Government of BC Greenhouse Gas (GHG) Reporting Regulation (November 2009), mandates municipal facilities to report GHG emissions by facility and in addition, report GHG emissions by Contractors hired for new contracts and contract renewals. The City of Courtenay have prepared a GHG emissions guide and format for ease of use to report GHG emissions on behalf of the City.

b) The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to conserve natural resources and to minimize negative impacts on the environment, while retaining optimal product or service performance. To that end, evaluation of proposals for the delivery of products and services to the City will consider environmental performance as one of the evaluation criteria.

c) Anti-idling

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

24. Evaluation Process and Criteria

a) An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on best value and not necessarily the lowest cost.

b) Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a proposal and accept that proposal.

c) The City reserves the right to award the contract to other than the lowest cost Proponent.

d) Award of any contract resulting from this RFP may be subject to City of Courtenay Council approval, and budget considerations.

e) Please note the City have introduced Environmental and Social Procurement evaluation criteria that are mandated through the City's Purchasing Policy.

e) The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” using the following criteria:

Evaluation Criteria	Wt.	Score Per Evaluation Criteria					Weighted Total
		Poor (.3)	Marg (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
1. Financial Cost to the City	40						
2. References and Related Experience	20						
3. Schedule, Methodology and Approach Summary	30						
4. Environmental Impact Reduction <ul style="list-style-type: none"> • Reduction of paper, cardboard and plastic use • Non-idling vehicle policy • Recycle programs • Printing reduction • Use Green Energy • Measurement of goals 	5						
5. Social Procurement Considerations <ul style="list-style-type: none"> • Hires persons with barriers to employment for on-call, casual or permanent paid employment • Utilizes new entrepreneurs/start-up businesses to support their business • Locally owned and operated business 	5						
Total	100						

BID FORM

The Proponent offers to supply to the City of Courtenay the goods/services contained in this RFP for the prices not including GST as follows:

- | | |
|--|------------------|
| 1. Total Price For Water and Sewer Rates Review | \$ _____ |
| 2. Financial Breakdown Submitted | Yes or No |
| 3. Company Overview Submitted | Yes or No |
| 4. References From Similar Projects Submitted | Yes or No |
| 5. Schedule, Methodology and Approach Summary Submitted | Yes or No |

The above prices include and cover all duties, handling and transportation charges, and all other charges incidental to and forming part of this proposal.

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the documents:

Addendum(s) No. _____ Dated: _____ No. Of Pages: _____

Legal Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFP including without limitation the Terms of Reference and Instructions to Proponents, submit this proposal in response to the RFP. This proposal is offered by the Proponent this _____ day of _____, 20____.

Signature of Authorized Signatory

Print Name and Position of Signatory

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2965, 2019

A bylaw to amend City of Courtenay Fees and Charges Bylaw No. 1673, 1992

The Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as **“City of Courtenay Fees and Charges Amendment Bylaw No. 2965, 2019.”**
2. That “City of Courtenay Fees and Charges Bylaw No. 1673, 1992” be amended as follows:
 - (a) That Schedule of Fees and Charges, Section III, Appendix I, “Waterworks Distribution System”, and Appendix II “Sanitary Sewer System” be hereby repealed and substituted therefore by the following attached hereto and forming part of this bylaw:

Schedule of Fees and Charges Section III, Appendix I – Waterworks Distribution System
Schedule of Fees and Charges Section III, Appendix II – Sanitary Sewer System
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 4th day of March, 2019

Read a second time this 4th day of March, 2019

Read a third time this 4th day of March, 2019

Finally passed and adopted this 18th day of March, 2019

Mayor

Corporate Officer

**SCHEDULE OF FEES AND CHARGES
CITY OF COURTENAY FEES AND CHARGES
AMENDMENT BYLAW NO. 2965, 2019
SECTION III, APPENDIX I**

WATERWORKS DISTRIBUTION SYSTEM

1. CONNECTION FEES

- (a) Pursuant to Section 3.2 of Water Regulations and Rates Bylaw No. 1700, 1994, and amendments thereto, every applicant shall pay to the City before any work is done on the connection, a connection fee as follows:

Connection Size	Connection Fee
Within the City	
Connection from either side of road to property line	
20 millimetres (3/4 inch)	\$2,500.00
25 millimetres (1 inch)	\$3,500.00
Outside the City	
20 millimetres (3/4 inch)	Actual City cost plus 25%
with a minimum charge of \$3,500.00	
(b) Where a larger connection than those listed above is required, the connection will be installed at City cost plus 25%.	
(c) Water Turn On and Turn Off	
If turn on or turn off is for a purpose other than maintenance or the commissioning of a new service the following fees will apply:	
Inside the City	\$35.00 for each water turn on or turn off
Outside the City	\$55.00 for each water turn on or turn off
(d) Abandonment Fee	
Fee for disconnecting an abandoned service connection at the water main irrespective of the size of the connection	Actual City cost plus 25%, with a minimum charge of \$500.00

2. WATER UTILITY USER RATES

(a) Unmetered Water

The minimum user rate per year or portion thereof for unmetered accounts shall be as follows:

	Bylaw Rates (per annum) Effective Date January 1, 2019
Single Family Dwelling	506.05
Multiple Family Dwelling -per unit	427.45
Commercial	483.60
Outside Commercial Users	873.12
Outside Residential Users	873.12

(b) Metered Water

All metered accounts for the quantity of water used each quarter shall be calculated at the following rates:

	Bylaw Rates Effective Date January 1, 2019
Multi-Family Metered	
0 - 48.0 cubic metres	68.47
48.1 - 566.0 cubic metres	1.66
Greater than 566.0 cubic meters	1.33
Commercial Metered	
0 - 48.0 cubic metres	72.36
48.1 - 566.0 cubic metres	1.66
Greater than 566.0 cubic meters	1.33
Regional Standpipe, Regional Playfields	Bulk Water Rate plus 30%
Outside City - Multi-Family Metered	
0 - 48.0 cubic metres	147.36
48.1 - 566.0 cubic metres	2.16
Greater than 566.0 cubic meters	1.72
Outside users - Commercial Metered	
0 - 48.0 cubic metres	148.11
48.1 - 566.0 cubic metres	2.16
Greater than 566.0 cubic meters	1.72
Regional District bulk	1.09
Sandwich - summer only	506.05

- (c) Where a meter is found not to register, the charge shall be computed on the basis of the amount of water used during the time the meter was working, or from any other information or source which can be obtained, and such amount so composed shall be paid by the consumer.
- (d) Where a commercial or industrial consumer has not been connected to a water meter through non-availability of the water meter or because of special exemption being granted by the City, water charges to the consumer will be computed on the basis of consumption recorded for other similar purposes in the City, or from any other information or source which can be obtained, and such amount so computed shall be paid by the consumer.
- (e) Where it has been determined that a water leak has occurred during the last billing period on the buried portion of the service between the water meter and the point where the service pipe enters the building, a maximum one time rebate of 40% of the metered water utility fee to compensate for the water leak will be made at the discretion of the Finance Officer based on the following:

- i. The leak occurred on the buried water service;
- ii. That a leak of that nature would have caused the volume of excess water usage;
- iii. The leak did not occur as a result of negligence of the owner;
- iv. The owner has provided satisfactory evidence that the leak has been permanently repaired.

WATER METER RENTALS

a) Water meter fee shall be as follows:

Bylaw Rates	
Effective Date	
January 1, 2019	
Monthly Rates	
Up to 3/4"	1.65
1"	4.58
1 1/4" - 1 1/2"	9.13
2"	13.68
3"	22.77
4"	45.06
6"	68.16
8"	90.93
10"	113.70

The above meter fee shall be added to the monthly water rates and will apply both inside and outside the City.

METER READING CHARGE

Each call after the first one of each month if access has not been provided or if readings extra to the quarterly reading are requested

\$35.00 per call

3. SUPPLY OF WATER FROM FIRE HYDRANTS OR OTHER SOURCE

(a) Water may be supplied from a fire hydrant or other for the use of developers during the course of construction of multi-family, industrial, and commercial developments. The charge for such water usage shall be:

For buildings with a gross floor area up to and including 250 square meters	\$250.00
For buildings greater than a gross floor area of 250 square meters	Minimum charge of \$250.00, plus \$0.10 per square meter for floor area in excess of 250 square meters.

- (b) Where water is supplied from a fire hydrant or other non-metered source for other uses, the amount of water supplied will be invoiced in accordance with Section 2 – Water Utility Users Rates – Metered Water.
- (c) Charge to service fire hydrant after use:

\$95.00 and/or any service costs that may arise from servicing a hydrant in respect of its use.

4. UTILITY BILLING ADJUSTMENTS AND COLLECTION

- a) Where a billing error is suspected by the consumer, notification in writing must be made to the City of Courtenay Finance Department within one year of the original billing date for review and consideration. Upon investigation, if it is determined by the City that an error occurred and the consumer has been overcharged, an adjustment will be made to the utility bill in question in an amount to be determined by the City. The City will not provide refunds or adjustments to billing errors made more than two years prior to the date of the notification being received by the City.
- b) The rates and charges, enumerated in this Bylaw, are hereby imposed and levied for water supplied or ready to be supplied by the City and for the provision of the service and other water related services. All such rates and charges which are imposed for work done or services provided to lands or improvements shall form a charge on those lands which may be recovered from the Owner of the lands in the same manner and by the same means as unpaid taxes.

**SCHEDULE OF FEES AND CHARGES
CITY OF COURTENAY FEES AND CHARGES AMENDMENT
BYLAW NO. 2965, 2019
SECTION III, APPENDIX II
SANITARY SEWER SYSTEM**

1. CONNECTION FEES

(a) Connection Fees

Connection from either side of road to property line

10.16 centimetres (4" inch) \$3,000.00

Where a larger connection than the one listed above is required, the connection will be installed at City cost plus 25%.

(b) Abandonment Fee

Fee for disconnecting an abandoned service connection at the sanitary sewer main irrespective of the size of the connection	Actual City cost plus 25%, min charge \$500.00
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(c) Connection Charges for Annexed Areas

For owners where commitment letters were issued between 1997 and 2006 quoting a sewer connection bylaw fee of \$1,500 (plus a capital contribution fee of \$5,000), this bylaw fee amount shall be in effect until October 31, 2007, after which the following schedule of connection fees will apply.

Property Use	Connection Charge		
	Capital Contribution		Connection Fee
	Existing Building	New Development	
Single Family Home OR Duplex	\$5,000.00	\$5,000.00	Either side of road from main - \$3,000.00

Multifamily, Strata OR Apartment OR Mobile Homes	\$5,000.00	\$5,000.00 for first unit, \$2,500.00 per unit for the next five units, \$2,000.00 per unit for the next five units, \$1,500.00 per unit for the next five units and \$1,000.00 per unit for all units thereafter	For a 100 mm diameter connection or the Bylaw rate for larger pipe sizes: Either side of road from main \$3,000.00
Industrial OR Commercial OR Public Assembly	\$5,000.00	\$5,000.00 minimum or the greater amount calculated based on the design sewage flows from the development.	For a 100 mm diameter connection or the Bylaw rate for larger pipe sizes: Either side of road from main \$3,000.00

Note: Under the heading of ‘Capital Contribution’ an ‘Existing Building’ is defined as a building that existed or a property that had a building permit application in place on or before April 14, 2004. ‘New Development’ is defined as a property on which a building permit application was made on or after April 15, 2004.

2. SANITARY SEWER USER RATES – APPLIED ON A PER-UNIT/SPACE BASIS

- The minimum user rate per year or portion thereof shall be as follows:

		Bylaw Rates (per annum) Effective Date January 1, 2019
Part 1 - Residential Users		
1	Single Family Dwelling	344.71
2	Multiple Family Dwelling -per unit	344.71
3	Mobile Home Park -per space	344.71
4	Kiwanis Village -per unit	344.71

		Bylaw Rates (per annum) Effective Date January 1, 2019
Part 2 - Commercial Users		
1	Hotels and Motels -per unit	138.80
2	Trailer Park and Campsite -per serviced site	71.62
3	Wholesale and Retail Stores	344.71
4	Car Wash	344.71
5	Bus Depot	344.71
6	Funeral Parlour	344.71
7	Garage	344.71
8	Machine Shop and Repair Shop	344.71
9	Bakery	344.71
10	Photographer	344.71
11	Business Office - per office	345.25
12	Professional Office -per office	344.71
13	Barber and Hairdresser	344.71
14	Pool Room and Recreation Facility	344.71
15	Theatre	689.40
16	Department Store	689.40
17	Supermarket	689.40
18	Bowling Alley	689.40
19	Bank	689.40
20	Nursing Home	689.40
21	Cafe and Restaurant (including drive-in or take-out)	689.40
22	Dry Cleaner	689.40
23	Beverage Room	689.40
24	Laundry and Coin Laundry	2,755.32
25	Sawmill	3,434.10
26	Dairy Product Processing Plant	25,573.77
27	Other Commercial Users not enumerated in this schedule	689.40
28	Cheese Processing Plant	5,714.07
Part 3 - Institutional Users		
1	Church	344.71
2	Public Hall	344.71
3	Utility Office	689.40
4	School -per classroom	617.81
5	Regional Recreation Complex	27,431.48
6	Regional District Administrative Office	7,370.08

3. UTILITY BILLING ADJUSTMENTS AND COLLECTION

- a) Where a billing error is suspected by the consumer, notification in writing must be made to the City of Courtenay Finance Department within one year of the original billing date for review and consideration. Upon investigation, if it is determined by the City that an error occurred and the consumer has been overcharged, an adjustment will be made to the utility bill in question in an amount to be determined by the City. The City will not provide refunds or adjustments to billing errors made more than two years prior to the date of the notification being received by the City.

- b) The rates and charges, enumerated in this Bylaw, are hereby imposed and levied for sewer utility services supplied or ready to be supplied by the City. All such rates and charges which are imposed for work done or services provided to lands or improvements shall form a charge on those lands which may be recovered from the Owner of the lands in the same manner and by the same means as unpaid taxes.



???? AGREEMENT

THIS AGREEMENT made the ?? day of ??, 2020.

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue

Courtenay, B.C.

V9N 2J7

(hereinafter the "City")

OF THE FIRST PART

AND

CONTRACTOR

(hereinafter the "Contractor")

OF THE SECOND PART

WHEREAS:

The City wishes to hire the Contractor for the Work as described herein, and desires to engage the Contractor to perform said Work.

The Contractor has agreed to perform the said Work in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto, hereby covenant and agree as follows:

1. SCOPE OF WORK

- 1.1 The Contractor shall provide and be fully responsible for the following services, description of work or services, (hereinafter called the “Work”):
- 1.2 The Contractor must provide and is responsible for the Work outlined in their proposal dated [REDACTED], (attached hereto as *Schedule A*) submitted to the City by the Contractor in response to the City’s bid opportunity [REDACTED] (attached hereto as *Schedule B*), forming an integral part of this Agreement.
- 1.3 The Contractor shall perform the Work:
 - a) with the degree of care, skill and diligence normally applied in the performance of Work of a similar nature;
 - b) in accordance with current professional practices;
 - c) in conformance with the latest industry standards and regulations applicable at the time of the Work to be undertaken.
- 1.4 The Contractor must furnish all personnel required to perform the Work and personnel must be competent and qualified to perform the Work.
- 1.5 Where specific personnel have been proposed by the Contractor for the performance of the Work, and have been accepted by the City, the personnel may not be replaced without the prior written consent of the City.
- 1.6 The Contractor must commence the Work in a timely manner and carry out the Work in accordance with the completion dates set out in the work plan and stated on the Bid Form.

2. PROJECT SCHEDULE or TERM OF CONTRACT

- 2.1 The Work shall be completed on or before the date agreed to by the Contractor and the City, subject to inspection and approval by the City’s project representative.
- 2.2 The contract term shall be for a three (3) year term commencing on [REDACTED] and ending on [REDACTED], with an optional two (2) additional one (1) year terms. All contract terms are subject to the Contractor’s satisfactory annual performance evaluation by the City.

3. PAYMENT

- 3.1 In consideration of the Work performed by the Contractor to the satisfaction of the City, the City shall pay to the Contractor the unit prices as prescribed in *Schedule A* attached hereto and forming an integral part of this Agreement.
- 3.2 The Contractor shall **only** submit invoices to the City’s Finance Division at finance@courtenay.ca. If the City approves the amount of an invoice, the City will pay the invoice net 30 days of receipt.
- 3.3 No prepayment of goods or services shall occur unless agreed to in writing by the City.
- 3.4 The contract price or schedule of rates included in *Schedule A* shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover all profit and all costs of supervision, labour, material, equipment, overhead, financing,

warranty work, and all other costs and expenses whatsoever incurred in completing the Work.

- 3.5 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of the billing to the City, including but not limited to hours worked, details of disbursements and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Contractor and by such other means as shall be reasonably necessary or advisable.

4. CHANGES TO SCOPE OF WORK

- 4.1 The City may at any time vary the scope of work to be provided by the Contractor as part of the Work. In that case and where this Agreement contains a limit or limits in Section 3 as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Work, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Contractor consider that any request or instruction from the City constitutes a change in the scope of the Work, the Contractor shall so advise the City within five (5) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Contractor.

5. UNDERTAKING OF RELEASE AND INDEMNIFICATION

- 5.1 The Contractor hereby indemnifies and releases the City, its officers, employees and agents from all costs, losses, damages and disbursements including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants and agents, and sub-contractors in connection with their performance of the Work under this Agreement except where such loss arises solely out of negligence on the part of the City, its officers, servants and agents.
- 5.2 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

6. INSURANCE

- 6.1 The Contractor agrees to obtain at its own expense and submit to the City prior to commencing the Work under this Agreement:
- a) Comprehensive General Liability Insurance (CGL) policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned Vehicles, including Broad Form products and completed operations, shall name the City as an additional named insured and contain a Cross Liability clause. The CGL policy shall remain in full force and effect at all times during the term of this Agreement;
 - b) Motor Vehicle Insurance, including bodily injury and property damage in an amount not less than \$2,000,000 per occurrence covering all owned, non-owned, leased, rented or temporary vehicles;

- c) The Contractor is responsible for any deductible amounts under the policies. The cost of all insurance required by this Agreement shall be included in the Contractor's fees.
- d) The insurance policies shall be on terms satisfactory to the City. Insurance policies must be signed by an authorized representative of the insurance brokerage firm. Proof of the insurance policies, to the satisfaction of the City, and shall be delivered to the City prior to commencement of the Work. Such proof shall confirm that coverage is in effect, identify the City as an additional insured under the CGL policy, describe the type and amount of insurance, list major exclusions and agree to provide the City 30 days' prior written notice of cancellation of any insurance policy.
- 6.2 If the Contractor hires a sub-contractor to perform any work related to the Work, the Contractor shall in turn, ensure the sub-contractor will obtain insurance on the same terms as outlined in Section 6.1 above. Such insurance shall name the City as an additional insured and shall include coverage for all operations required for the sub-contractor's work under this Agreement. Sub-contractor documentation requirements in 6.1, 7.2 and 8.2 must be made available the City's project designate if requested, by the Contractor.
- 6.3 The foregoing insurance requirements shall not in any way reduce the Contractor's obligations to release and indemnify the City as outlined in Section 5 "Undertaking Release and Indemnification".

7. LICENSES AND PERMITS

- 7.1 The Contractor and sub-contractors shall acquire and maintain a City of Courtenay Business License or a Central Vancouver Island Inter-Community Business License or a Courtenay/Comox Inter-Municipal Business License prior to the commencement of the Work and shall maintain it in good standing for the term of this Agreement.
- 7.2 The Contractor and sub-contractors must comply with all applicable federal, provincial and municipal legislation, regulations and bylaws.

8. HEALTH & SAFETY

- 8.1 During the term of this Agreement the Contractor shall ensure that all work performed is in compliance with all applicable health & safety regulations and guidelines, including without limitation the Workers Compensation Act and Regulation of B.C with a copy of the Contractors Health & Safety plan and/or Safe Work procedure provided to the City prior to commencement of the work.
- 8.2 The Contractor shall be responsible for WorkSafe BC assessments relating to its work under this Agreement and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC for the term of the Agreement, with a Clearance Letter provided to the City prior to commencement of the Work
- 8.3 If the Contractor fails to comply with clause 8.1 and 8.2 of this Agreement the City may terminate this Agreement for cause.
- 8.4 The Contractor may be designated the Prime Contractor by the City for the immediate and/or designated work area. The Contractor shall complete, authorize and forward a Prime Contractor Designation form to the City prior to the commencement of the Work.

8.5 If designated Prime Contractor, the Contractor shall coordinate a work site risk assessment with the City's project representative prior to commencement of any Work.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

9.1 The City is subject to the Province of British Columbia's "Freedom of Information and Protection of Privacy Act". All documents will be received and held, to the extent reasonable, in confidence by the City and the information will not be disclosed except to the degree necessary for carrying out the City's purposes or as required by law.

10. CITY INSPECTIONS

10.1 No reviews, approvals or inspections carried out or information supplied by the City derogate from the duties and obligations of the Contractor, with respect to the Work and all responsibility for the Work is the Contractor's.

11. TERMINATION

11.1 If at any time for the reasons herein stated, the City wishes to terminate this Agreement it may do so by giving written notice delivered to the Contractor with no liability, cost or expense to the City, in instances of substandard workmanship, non-conformance with the project schedule, non-compliance with any regulation, legislation or bylaw, inadequate machinery, or unsafe work habits on the part of the Contractor. Upon receipt of written notice of termination, the Contractor must cease work, other than that authorized to close out the works in progress to a safe condition.

11.2 If termination is not for cause, the Contractor shall be paid at the rate prescribed for all Work properly performed to the date of delivery of the notice of termination according to the terms of this Agreement, plus necessary and reasonable windup costs incurred, if any, in closing out the Work or the part terminated.

12. NON-DISCLOSURE

12.1 The Contractor acknowledges that in performing the Work required under this Agreement, it will acquire information about certain matters which is confidential to the City, and the information is the exclusive property of the City.

12.2 The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor and agrees not to disclose it to any third party either during performance of the Work or after the Work have been rendered under this Agreement.

13. WARRANTIES

13.1 The Contractor shall supply a minimum warranty for the Work which shall survive the date of completion of the Work as agreed to by the Contractor and the City.

13.2 The minimum warranty for labour shall be one (1) year and the materials warranty shall be as per the manufacturer's or Contractor's warranty, whichever is greater.

14. RESOLUTION OF DISPUTES

- 14.1 This Agreement shall be governed, interpreted and construed according to the laws of British Columbia.
- 14.2 The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to and not in substitution for any duties, obligations, rights and remedies otherwise imposed by or available at law or equity.

15. CONFLICT OF INTEREST

- 15.1 The Contractor declares and confirms that it has no pecuniary or other interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in performing the Work.
- 15.2 If any such conflict of interest occurs during the term of this Agreement, then the Contractor shall immediately declare it in writing to the City and, at the direction of the City, the Contractor shall promptly and diligently take steps to the satisfaction of the City to resolve the conflict.

16. COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

- 16.1 The Contractor will comply with all applicable laws, statutes, regulations, or bylaws including those of Canada, the Province of BC, and the City of Courtenay. This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

17. ENVIRONMENTAL IMPACT REDUCTION REQUIREMENTS

- 17.1 The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to conserve natural resources and to minimize negative impacts on the environment, while retaining optimal product or service performance. The City encourages the Contractor and sub-contractors to minimize impacts on the environment including recycling, re-use of materials where applicable and reduction of landfill waste.

17.2 Non-idling of Vehicles

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage

associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first forth above.

THE CORPORATION OF THE CITY OF COURTENAY

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

Date: _____