



Village of Lions Bay Finance Department

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0
Village Office (604) 921-9333

June 30, 2022

Our File: 1200-RFP-22-02 Mini Excavator

Due: July 29, 2022 @ 12:00 pm, local time

By email: finance@lionsbay.ca

1. Introduction

The Village of Lions Bay (the “Municipality”) invites proposals from qualified suppliers (“Proponents”) in response to this Request for Proposal (“RFP”) for the supply and delivery of one new Mini Excavator.

This document contains the RFP, Instructions and General Terms of the Request for Proposal.

All enquiries regarding this RFP should be directed to the person named below. If a Proponent contacts anyone inside the Municipality’s organization, including members of Council or staff, regarding this RFP without being referred to such person by the appropriate person identified below, the Municipality may exclude any proposal submitted by that Proponent from consideration.

Enquiries regarding the RFP process may be directed to:

Naizam (Nai) Jaffer, Public Works Manager
T: 604-921-9333 Ext.: 1008
E: works@lionsbay.ca

Enquiries regarding the specifications or technical aspects of this RFP may be directed to:

Clint Evernden, Public Works Technician
T. 604-921-9333 Ext.: 1012
E. cevernden@lionsbay.ca

The deadline for enquires is noon, local time, **July 25, 2022**. Enquiries received after that time may not receive any response from the Municipality. All amendments or responses to enquiries will be posted to the BC Bid website (new.bcbid.gov.bc.ca). It is the responsibility of the Proponent to monitor this website to check for updates.

2. Table of Contents

1.	Introduction.....	1
2.	Table of Contents.....	2
3.	Specifications and Options.....	3
3.1.	Specifications.....	3
3.2.	Delivery Schedule.....	7
3.3.	Price Options – Optional Items.....	8
4.	RFP Closing.....	9
5.	Bidding Instructions And Submission Of Proposals.....	9
5.1.	Closing Date and Time.....	9
5.2.	Submission of Proposals.....	9
5.3.	Format of Proposal.....	9
5.4.	Hard Copy.....	10
5.5.	Confirmation of Receipt.....	10
5.6.	Inquiries.....	10
6.	Form Of Proposal.....	10
7.	Signatures.....	10
8.	Rights And Reservations Of The Municipality.....	10
9.	Evaluation Of Proposals.....	11
10.	Notice Of Award.....	12
11.	Clarifications And Addenda.....	12
11.1.	Inquiries.....	12
11.2.	Responses To Inquiries.....	12
12.	Revisions, Withdrawal And Irrevocability.....	13
13.	Costs Of Preparation And Limitation Of Liability.....	13
14.	Solicitation Of The Municipality.....	13
15.	Conflict Of Interest.....	13
16.	Confidentiality.....	13
17.	Prices.....	13
17.1.	Bid Price.....	13
17.2.	Price Inclusions.....	14
18.	Letter Of Award And Contract.....	14
19.	Schedule A – Proposal Submission Form.....	15
	COVER LETTER.....	16
	Part 1 – Proponent's Profile and Qualifications.....	17
	Part 2 – Costs and Pricing.....	19
	Part 3 – Specifications and Warranty.....	20
	Part 4 – Delivery Schedule.....	22
20.	Schedule B – Draft Contract.....	23

3. Specifications and Options

3.1. Specifications

For reference purposes only, the proposed unit should be similar or better in functionality, quality, and performance to the John Deere JD60G, Caterpillar 305.5e2-cr, or Kubota Kx057-5. Citing a particular model(s) herein is not intended to prejudice or limit or restrict competition.

The express specifications for the Mini Excavator should meet or exceed the specifications listed below. These specifications are the Municipality’s minimum requirements governing the size and type of Mini Excavator needed. Add-ons and additional specifications will also be considered.

Proponents are to compete and submit this Section with their Proposal and identify if their proposed Mini Excavator complies or does not comply with the desired specifications or has other specifications not detailed in the table below.

Item	Minimum Specifications	Comply (Y/N)	Provide Description/Specification for each item below (or state deviation)
1.	General		
	<i>The proposed Mini Excavator must meet WorkSafeBC regulations</i>		
	State make and model		
	State year		
	Approximate operating weight: 11,000 to 13,500 lbs.		
	Rubber Tracks		
2.	Engine		
	Diesel: Minimum Tier 4 Final		

Item	Minimum Specifications	Comply (Y/N)	Provide Description/Specification for each item below (or state deviation)
	Minimum 45 horsepower		
	Auto idle with switch		
	Diesel engine must be able to run on min. 10% biodiesel. State min biodiesel blend.		
**	Indicate if the unit can run on R100 Fuels, under warranty, which is the preferred fuel over the minimum biodiesel blend cited above. **Please note that this is a mandatory question that must be responded to.		
3.	Cab		
	Fully enclosed ROPS/FOPS cab		
	Easy to clean, adjustable suspension seat with retractable seat belt		
	Air conditioning, heater, and defroster		
	Floor mats and dome light		
	AM/FM Bluetooth stereo with speakers		
	Front windshield wiper		

Item	Minimum Specifications	Comply (Y/N)	Provide Description/Specification for each item below (or state deviation)
	Interior rear-view mirror and two exterior mirrors		
	Cab mounted fire extinguisher		
4.	Electrical & Lights		
	Electric Horn		
	Broadband travel alarm activated when machine is in motion. Minimum 97dba		
	Amber LED warning light - roof mounted on raised mounting bracket (Feniex Fusion or equivalent)		
	Factory LED work lighting (360 degree)		
5.	Gauges & Instrumentation		
	Standard gauge package must include: <ul style="list-style-type: none"> ✓ Engine oil pressure indicator with alarm ✓ Alternator voltage indicator ✓ Fuel gauge ✓ Engine coolant temperature gauge ✓ Hour meter 		
6.	Hydraulics		
	Auxiliary hydraulic circuit suitable to operate rock breaker and other hydraulic tools		

Item	Minimum Specifications	Comply (Y/N)	Provide Description/Specification for each item below (or state deviation)
	Hydraulic thumb attachment		
	Quick change control pattern selection valve		
	Minimum breakout force of 10,000 lbs.		
7. Operating Range			
	Minimum dig depth: 11 feet		
	Minimum vertical dig depth: 7 feet		
	Minimum dump height: 10 feet in order to be able to dump into a tandem dump truck		
	Two speed travel capability		
8. Buckets			
	One 12" wide digging bucket		
	One 24" wide digging bucket		

Item	Minimum Specifications	Comply (Y/N)	Provide Description/Specification for each item below (or state deviation)
	One 42" wide clean up bucket with bolt on cutting edge		
	All buckets to be equipped with manual quick couplers, for ease of changing buckets		
10.	Miscellaneous		
	2 Complete parts manuals (hard copy*)		
	2 Operator manuals (hard copy*)		
	1 Full and complete set of service and repair shop manuals (hard copies*)		
	*1 USB containing digital copies of parts, operator, service and repair shop manuals.		
	Complete set of spare belts and filters		
	Four sets of keys		

3.2. Delivery Schedule

Each Proponent is required to provide the delivery date for the Mini Excavator in Part 4 of Schedule A.

3.3. Price Options – Optional Items

Optional Items	List price separately below: (do not include in the price schedule page)	
Anti-theft protection system	\$	
Auto-activated rear-view camera	\$	
Mounting plate for RockHound flail mower attachment.	\$	
Hydraulically controlled angling dozer blade with float function	\$	
Engine Block Heater	\$	
All-Electric Mini-Excavator Please state if there is an all-electric option available that meets the Municipality's required specifications If yes, provide price and literature.	(State Yes or No)	\$

4. RFP Closing

Proposals must be received by 12:00 PM local time on July 29, 2022 ("Closing") at the following address:

Village of Lions Bay Municipal Hall
PO Box 141-400 Centre Rd,
Lions Bay BC, V0N 2E0

OR by email to:

finance@lionsbay.ca

with the following subject:
RFP-22-02 – Mini Excavator

The time that proposals are received will be conclusively deemed to be the time shown on the clock used by the Municipality for this purpose.

5. Bidding Instructions And Submission Of Proposals

5.1. Closing Date and Time

Proposals in accordance with the specifications in this RFP must be received by the Municipality by Closing at the location indicated in the RFP. Proposals received after Closing will not be considered. The Municipality may extend the date and/or time of Closing by addendum for any reason and, in that case, the extended date and/or time will become the new Closing Date. The time and date stamp clock at the Closing location is the official clock for determining the time that proposals are received. The time that proposals are received on Closing will be the official clock for determining the time that a proposal was received.

5.2. Submission of Proposals

Proposals may be delivered (preferably) in electronic format as a PDF file by email, OR in hard copy. Any hard copy submissions shall consist of 2 printed copies and a digital copy on a flash drive. Proposals will not be received by facsimile transmission (fax).

Proposals are to be comprised of 1 single PDF file (no archived or zip files). Please note that the Municipality has a maximum size for email attachments of 20 Mb. Proposals larger than that may not be deliverable.

5.3. Format of Proposal

Proposals must be submitted in the form attached as Schedule A.

5.4. Hard Copy

Proposals delivered in hard copy must be delivered prior to the closing date and time to the Municipality in a sealed envelope clearly marked with the RFP Number, RFP Title and the Proponent's name, address and contact information. **Note:** Proponents electing to submit a hard copy must also include a digital copy of their complete proposal on a USB flash drive with their submission.

5.5. Confirmation of Receipt

It is the responsibility of the Proponent to ensure that their Proposal has been received by the Municipality. To confirm receipt, please contact the Municipality's finance department by email at accounting@lionsbay.ca or by phone at (604) 921-9333. Proponents are responsible for assuming all risks associated with ensuring that their bid is received on time.

5.6. Inquiries

All technical inquiries regarding this RFP are to be directed to:

Clint Evernden, Public Works Technician
T. 604-921-9333 Ext.: 1012 / E. cevernden@lionsbay.ca

6. Form Of Proposal

Proponents are requested to submit their Proposal, in the form attached as Schedule A, setting out in sufficient detail:

- COVER LETTER including company name and contact information;
- Part 1 – Proponent's (Company) profile and qualifications;
- Part 2 – Bid price and GST listed as a separate line item;
- Part 3 – Specifications and Warranty;
- Part 4 – Delivery Schedule

7. Signatures

All proposals shall contain the full legal name of the individual, company or partnership submitting the proposal, the Proponent's address, and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the Proponent capable of legally binding the Proponent.

8. Rights And Reservations Of The Municipality

The Municipality:

- (a) reserves the right to reject any or all proposals;
- (b) reserves the right, at its sole discretion, to test and evaluate models offered.
- (c) need not accept the lowest priced or any proposal and may, at its sole discretion, accept any proposal that is deemed to be most beneficial to the Municipality;
- (d) reserves the right to waive informalities, irregularities, technicalities and minor noncompliance;
- (e) may cancel this RFP at any time prior to or after Closing;
- (f) reserves the right to accept a proposal in total or in part or to accept some or all options listed;
- (g) reserves the right, in the event that only one proposal is received, to terminate this RFP process;
- (h) may reject any proposal that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind; and
- (i) reserves the right to change the scope of work and reissue this project or negotiate the scope of work, or a portion thereof, if the Municipality does not receive a substantially compliant proposal within the Municipality's budget.

9. Evaluation Of Proposals

Proposals will be evaluated based on the overall value to the Municipality, at the Municipality's sole discretion, having regard for the following:

Mandatory Evaluation Criteria - Pass/Fail Criteria

Received by closing date	P/F
Submission of Cover Letter	P/F
Submission of Part 1 – Profile and Qualifications	P/F
Submission of Part 2 – Costs and Pricing	P/F
Submission of Part 3 – Specifications and Warranty	P/F

Technical Evaluation Criteria

Decision Factors	Maximum Points
Specifications and Warranty	35
Price	45
Delivery Schedule	20
TOTAL POINTS AWARDED	100

The Municipality intends to evaluate proposals using all information requested with the objective of arriving at a contract with a proponent that best meets the Municipality's requirements. The Municipality may consider value added services offered, whether or not they were requested.

Proposals will be evaluated by Municipal staff. Ratings may be subjective, and it is the Municipality's intent that the evaluation of each criterion will be relative to the strength of the other proposals received. The evaluation criteria may be revised by the Municipality at any time without notice to the Proponents.

The Municipality may elect to short list Proponents in stages as deemed necessary. Short-listed proponents may be asked to provide additional information or details for clarification, which may include attending interviews and providing a demonstration of the equipment. The Municipality reserves the right to test and evaluate models offered.

After selection of a preferred Proponent, the Municipality's Chief Administrative Officer will prepare a final contract document in conjunction with the preferred proponent. If the preferred proponent and the Chief Administrative Officer cannot agree on contract language in the contract document, the process will be terminated, no purchase order shall be issued, and the Municipality will begin negotiations with the next preferred Proponent.

10. Notice Of Award

Subject to the approval of Council of the Village of Lions Bay, in its absolute and unfettered discretion, the Municipality will provide notice of award in writing to the successful Proponent, if any.

11. Clarifications And Addenda

11.1. Inquiries

All inquiries regarding this RFP must be submitted in writing no later than 12:00 p.m. Local Time July 25, 2022.

11.2. Responses To Inquiries

All responses to inquiries, if deemed necessary by the Municipality and any revisions to the request for proposal will be issued by way of addendum only, which addendum will be posted on the same public notice board as this call for proposals. It is the sole responsibility of the Proponent to check, from time to time, the public notice board (new.bcbid.gov.bc.ca) for addenda and by submitting a proposal in response to this call for proposals, the Proponent acknowledges having received, reviewed and considered all addenda issued in respect thereof. Clarifications, comments, revisions, or any other information regarding this RFP obtained by the Proponent from any other source is not authorized and should not be relied upon.

12. Revisions, Withdrawal And Irrevocability

Amendments to proposals may be submitted in writing at any time before Closing. No amendments or revisions received after Closing will be considered. Any amendment must be signed by an authorized signatory of the Proponent and submitted in accordance with the requirements for the Submission of Proposals, as set out above. All proposals will remain open for acceptance for 90 days from Closing.

13. Costs Of Preparation And Limitation Of Liability

All costs incurred by the Proponent in the preparation and submission of their proposal will be at their own expense. The Municipality will not be liable to any Proponent for any claims, whether for costs, expenses, losses, or damages, or for loss of anticipated profits, incurred by the Proponent in preparing and submitting their proposal or participating in this RFP process.

14. Solicitation Of The Municipality

Proponents (and their agents) are not permitted to contact any member of the Municipality Council or staff with respect to this RFP at any time prior to the award or termination of this RFP, except as expressly provided herein. The Municipality reserves the right to reject any proposal of any Proponent that acts in contravention of this no-solicitation requirement.

15. Conflict Of Interest

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

16. Confidentiality

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

17. Prices

17.1. Bid Price

The bid price will represent the entire cost (excluding GST) to the Municipality to deliver one (1) finished Mini Excavator to the Public Works Yard located at:

#5 Tidewater Way
Lions Bay, British Columbia
Canada, V0N 2E0

17.2. Price Inclusions

Notwithstanding the generality of the foregoing, Proponents shall include in the bid price sufficient amounts to cover:

- i. the costs of all labour, equipment and material included in or required for the Mini Excavator, including all items which, while not specifically listed in the Specifications, are included in the Mini Excavator specifically or be necessary inference from the Specifications;
- ii. all assessments payable with respect to labour as required by any statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and Works Compensation Act (BC);
- iii. cost of subcontractors; and
- iv. all overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the Proponent.

Prices are to be Canadian funds. License and registration will be arranged by the Municipality. Fees for the Mini Excavator shall cover all taxes and assessments of any kind payable with respect to the Mini Excavator but shall not include GST. GST shall be listed as a separate item.

In the event of a discrepancy between a unit price and an extension of price, the unit price will govern.

18. Letter Of Award And Contract

The Municipality and successful Proponent, if any, will enter into a written contract for the Mini Excavator upon the Council of the Village of Lions Bay awarding a contract, in substantially similar terms to the draft contract attached as Schedule B, to the successful Proponent, if any, by way of a Letter of Award.

19. Schedule A – Proposal Submission Form

Proponents must use this form for the submission of proposals. This form consists of the following:

COVER LETTER, including company name and contact information

Part 1 – Proponent's Profile and Qualifications

Part 2 – Costs and Pricing

Part 3 – Specifications and Warranty

Part 4 – Delivery Schedule

COVER LETTER

TO: THE VILLAGE OF LIONS BAY (the "Municipality")

RE: RFP-22-02 MINI EXCAVATOR

WE, _____ (the "Proponent") of,

_____ (Complete Address),

in furtherance of the above-noted request for proposal, including all addenda and clarifications thereto (collectively, the "RFP"), hereby submit my/our proposal, which includes the information requested in section 6.0 of the RFP, organized as follows:

- Part 1 – Proponent's Profile and Qualifications
- Part 2 – Costs and Pricing
- Part 3 – Specifications and Warranty
- Part 4 – Delivery Schedule

This proposal shall be irrevocable for ninety (90) days from the closing date of the RFP, as specified in Section 4. of the RFP.

By submitting this proposal, I/We hereby acknowledge and agree that:

- ✓ Through submission of this proposal, we agree to all of the terms and conditions of the RFP.
- ✓ I/We have checked, from time to time, the BC Bid competition page pertaining to this RFP for addenda and, by submitting this proposal, have received, reviewed, and considered all addenda issued in respect of the RFP.
- ✓ I/We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing this proposal and I/We agree to be bound by the statements and representations made in this proposal.

Signed by the authorized signatory/ies of the Proponent on this _____ day of July 2022:

Name:
Title:

Name:
Title:

Part 1 – Proponent's Profile and Qualifications

GENERAL INFORMATION

Name:	
Address:	
Name and title of Representative:	
Telephone:	
Email:	

FORM OF BUSINESS ORGANIZATION

- Sole Proprietorship
- Partnership (Date of Establishment _____)
- Corporation (Date of Establishment _____)

BUSINESS NUMBER

Business Number _____

GST Number _____

QUALIFICATIONS AND EXPERIENCE

Please provide details of your ability, capacity, skill, expertise and experience to satisfactorily provide the Mini Excavator contemplated by the RFP and to provide quality of service and after-service to the Municipality.

BUSINESS INFORMATION

Please provide details of your financial history, performance and capabilities, your reputation, and capabilities of personnel within your organization to demonstrate your overall business, technical and service reputation.

Part 2 – Costs and Pricing

The Municipality requests pricing for the purposes of acquiring one (1) Mini Excavator as outlined in this RFP:

Bid Price for (one) Mini Excavator:	\$	_____
Plus GST (5%):	\$	_____
TOTAL PRICE:	\$	_____

Part 3 – Specifications and Warranty

Please specify and include a full statement of the warranty period and terms provided for within the price listed in Part 2.

The Municipality prefers on-site warranty repairs at no cost to the Municipality. Provide information on your ability to provide on-site warranty repairs, including your ability to provide support services to ensure minimum downtime of the equipment.

State methodology for handling warranties, the ordering process for placing an order, the availability of replacements parts and the number of days from placing the order to delivery.

1200-RFP-22-02 Mini Excavator

Customer Service Agreement: State the terms, intervals, and price for a comprehensive service agreement for all scheduled maintenance. Describe the field service provisions offered and include service response time for emergency repairs. Describe how your firm manages recall notices and technical service bulletins.

Value added services: State any other value added or additional services that would assist or may be beneficial to the Municipality that will differentiate your firm from other proponents.

Please provide available extended warranty options, including pricing. Include a full statement of the extended warranty period and terms.

Part 4 – Delivery Schedule

Please provide a guaranteed by delivery date for the fully assembled, ready to go, Mini Excavator as described in this RFP.

20. Schedule B – Draft Contract

THIS AGREEMENT is made effective the _____ day of July 2022.

BETWEEN:

NAME OF COMPANY, a company validly subsisting under the laws of British Columbia and having its head office at **123 Anywhere St., Any City, BC, Postal Code**.

(the "Vendor")

AND:

VILLAGE OF LIONS BAY, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at PO Box 141, 400 Centre Road, Lions Bay, BC, V0N 2E0.

(the "Municipality")

WHEREAS the Vendor is the owner of the vehicle described in Schedule "A" attached hereto (the "Vehicle") and has agreed with the Municipality for the absolute sale to the Municipality of the Vehicle for and in consideration of the Vehicle Purchase Price, as defined herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties) the parties do hereby agree as follows:

1. In consideration of the payment of the Purchase Price as set out in paragraph 3 below, the Vendor hereby does sell, convey, transfer, and assign to the Municipality all the right, title, estate and interest whatsoever, both at law and equity, or otherwise howsoever, of the Vendor, in and to the Vehicle.
2. On or before _____, 2022 (the "Transfer Date") the Vendor shall transfer possession and legal title of the Vehicle to the Municipality for its own use absolutely and free and clear of any claims, charges, and encumbrances. In the event the Vehicle is not transferred to the Municipality on the Transfer Date, the Municipality reserves the absolute right to cancel this Agreement.
3. In consideration for the Vehicle, the Municipality shall pay the Vendor the sum of \$ _____ Canadian Dollars, exclusive of all applicable federal and/or provincial sales or other value added taxes (the "Vehicle Purchase Price").

4. The Vendor covenants that:
 - (a) the Vendor has all necessary power, capacity and authority to own the Vehicle, to enter into this Agreement on the terms and conditions set forth, and to transfer and sell the Vehicle to the Municipality as contemplated herein;
 - (b) the Vendor is now rightfully and absolutely possessed of and entitled to legal and beneficial interest in the Vehicle;
 - (c) the Vendor will have good right to transfer the Vehicle to the Municipality;
 - (d) the Vehicle will be free and clear of all charges and encumbrances;
 - (e) the Vendor will from time to time upon reasonable request of the Municipality make, do and execute all such further acts, deeds and assurances for the more effectually assigning and assuring the Vehicle unto the Municipality; and
 - (f) the entering into, execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of the Vendor or of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Vendor or the Vehicle or of any indenture, contract or agreement, written or oral, to which the Vendor may be a party; and the entering into, execution and delivery of this Agreement and consummation of the transaction contemplated hereby have been duly and validly authorized by all necessary corporate actions of the Vendor.
5. The Municipality agrees that any registration costs and payment of applicable sales taxes necessary to transfer ownership from the Vendor to the Municipality will be the responsibility of the Municipality.
6. The Vendor represents and warrants:
 - (a) the merchantability, merchantable quality, durability, condition, design, quality, capacity, workmanship, operation and fitness of the Vehicle for the Municipality's reasonable purposes and requirements and as described in the Municipality's request for proposal number RFP-22-02 Mini Excavator dated June 30, 2022, and the Vendor's bid dated _____ and submitted in the response to the RFP; and
 - (b) the Vehicle will be subject to the warranty attached as Schedule "B" to this Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as the case may be.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
9. This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof and merges all prior discussions between them. No party hereto shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as is expressly provided for herein.
10. This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability, or binding effect of this Agreement.

End.

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

VILLAGE OF LIONS BAY by its authorized
signatories:

c/s

Mayor: Ron McLaughlin

Corporate Officer: Peter DeJong

Date executed: _____, 2022.

NAME OF FIRM by its authorized
signatories:

Name of Signatory

Name of Signatory

Date executed: _____, 2022.

SCHEDULE "A" — MINI EXCAVATOR PARTICULARS

Description	VIN	Value

SCHEDULE "B" — MINI EXCAVATOR WARRANTY