

# REQUEST FOR PROPOSAL

## 2024 WWTP Dewatering Polymer Procurement

RFP 6663.5015

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The Resort Municipality of Whistler | August 2024

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Issued:	Tuesday, August 6 <sup>th</sup> , 2024
Closing Date Time:	2:00pm Tuesday, September 3 <sup>rd</sup> , 2024
Closing Location:	<a href="mailto:engineerbids@whistler.ca">engineerbids@whistler.ca</a>

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THE PREMIER MOUNTAIN RESORT COMMUNITY  
MOVING TOWARD A SUSTAINABLE FUTURE



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## 1 Introduction

The Resort Municipality of Whistler (RMOW) is inviting experienced, reliable and qualified Suppliers to provide a proposal for the supply and delivery of dewatering flocculating agent polymer to the RMOW Wastewater Treatment Plant (WWTP).

The RMOW's WWTP treats wastewater from Whistler using a sophisticated, enhanced biological phosphorus removal (EBPR) process. Within the solids handling building, the plant has one Dissolved Air Flotation (DAF) tank for waste-activated sludge (WAS) thickening and two centrifuge dewatering units. The WAS wasted from the two bioreactors is pumped to the DAF for thickening. Polymer is added to the WAS just before the DAF tank to enable higher thickening and improve solids capture performance. The thickened waste-activated sludge (TWAS) from the DAF tank is pumped to one of two TWAS storage tanks for storage until the sludge is dewatered by centrifuge. Prior to the sludge entering the centrifuges, polymer is added to bulk the solids and improve the separation of solids and liquid. The plant stores liquid polymer agent in 1,060 kg Totes. The polymer is injected using the ProMinent ProMix S & M Polymer Blending Systems. The polymer is fed to the polymer equipment system, discharged to the DAF tank, and centrifuged at set rates.

## 2 Specific Project Requirements

### 2.1 Scope of Work

- The supply of a dewatering flocculating agent polymer in 1060 kg totes. The average daily dosing is estimated to be 90 liters/day. Polymer deliveries will be required year-round.
- The price for the polymer shall include all transportation and freight costs to the point of delivery. Polymer delivery and tote pickup are from the WWTP at 1135 Cheakamus Lake Road, Whistler, BC. Deliveries can be made Monday through Friday from 7:15 a.m. to 4:00 p.m.
- Deliveries are to be delivered within **one (1) week** of the order date.
- **Suppliers must state their ability to adhere to the RMOW delivery and pickup requirements in their proposals.**
- The price shall include all related and incidental costs associated with the polymer, including costs related to the delivery, return, cleaning, and/or proper disposal of chemical containers.
- The RMOW expects to order 4 totes at a time and will call the Supplier to schedule pickup once 7 or more totes have accumulated at the WWTP.
- Jar testing of polymer is mandatory prior to submission. Test results must be attached to the submission.

- The RMOW will enter into a one (1) year contract with the Supplier with the possibility to extend for one (1) additional year.
- Dewatering flocculating agent polymer must be compatible with WWTP's existing chemical mixing and delivery equipment. (**See Appendix C**).
- The chemical usage quantities provided in the RFP are estimated. The quantities may go up or down depending on how the treatment plant process is working.

## 2.2 Product Performance

- If during the Contract term, if the polymer is found to be losing its' effectiveness and/or product dosage increases to a level that is unacceptable to the RMOW, the Supplier will make every effort to improve such performance within 10 working days of notification.
- Any product substitution suggested by the supplier will perform equal to and/or better than the initial full-scale evaluation or baseline performance. Additionally, any product substitution will be formally pre-approved by the RMOW and supplied at the unit price in effect at the time of contract issuance.
- If the substitute cannot be supplied at the same cost or a more effective polymer cannot be found, the RMOW will have the right to terminate the contract.

## 2.3 Project Deliverables

The project deliverables are:

- Jar testing results must be included in the submission package. Please see **Appendix A** for a Sample Jar Testing report. The results must include optimal dosage and settling time. It is recommended that the results also include pictorial evidence.

## 2.4 Available Resources

RMOW will provide the following information:

- Appendix A - Jar Testing Report
- Appendix B – Pricing Form
- Appendix C – Existing Equipment
- Appendix D – Safety Data Sheet for current polymer (Wes – Flocc 7810)

## 2.5 Mandatory Jar Testing

Jar Testing will take place at the WWTP between August 12th and 16th. Suppliers must pick a day to perform testing during the outlined dates. Days will be given out on a first-come, first-served basis. Test results must be included in the quote submission (see Appendix A for a Sample Report). Suppliers will be jar-testing primary sludge and WAS.

### To schedule testing, please contact:

Michelle Blattner

Supervisor, Infrastructure Projects

Infrastructure Services

T: 604-366-1015

[mblattner@whistler.ca](mailto:mblattner@whistler.ca)

## 2.6 Timeline

A timeline with the below milestone dates are desired. Please provide the earliest feasible milestone dates in your submission.

Deliverable	Milestone Dates
Notice of Award	September 17 <sup>th</sup> , 2024
Submittals	October 1 <sup>st</sup> , 2024
Contract signing	Mid-October 2024
Notice to Proceed	Mid-October 2024
Delivery Start Date	End of October 2024

## 3 Supplier Response

### 3.1 Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Supplier response, and ensure each proposal receives full consideration:

- Total electronic individual file size shall be less than 9MB.
- All pages should be consecutively numbered.
- An unaltered and completed Form of Proposal as the cover page.
- Table of contents.
- The proposal sections as detailed below.

### 3.2 Executive Summary

Should be a high-level, concise summary of the project understanding and overall proposal contents.

### 3.3 Proposed Polymer Plan

Proposals should include a summary of the Supplier's jar testing procedures, details on the methodology for selecting the proposed polymer, and dosing rates. The supplier should also include a history of using the suggested polymer at similar plants.

### 3.4 Proposed Polymer Delivery & Pickup Commitments

Proposals should include an acknowledgement of the Interested Supplier's ability to meet the one (1) week delivery requirement and tote pickup requirements as outlined in the Scope of Work.

### 3.5 Proposed Costs

Proposals shall provide a unit price for the polymer which includes all delivery and retrieval costs of polymer totes as described in the Scope of Work.

### 3.6 Supplier Qualifications

Proposals should include a description of the Suppliers (The Firm/Company) and the Supplier's team member's qualifications that demonstrate the ability to undertake the proposed project. Previous project work should include completion dates.

### 3.7 Summary of Related Experience

The proposal shall contain at least two (2) specific project examples that the Supplier has completed that demonstrate the Supplier and the Supplier's team member's ability to undertake the proposed project. A sample of the work completed on the project examples must be included as a Proposal Appendix. Descriptions of previous projects should be relevant and related to the proposed project and dated. Descriptions of previous projects should include at a minimum:

- 1) Name of the project.
- 2) Start and completion dates.
- 3) Type of Polymer used.
- 4) Key individuals involved; and
- 5) One client reference.

### 3.8 Addenda

The proposal shall acknowledge that they have read and understood all addendum posted by indicating in the Form of Proposal.



## 4 Project Brief

This is a Request for Proposal (RFP) and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the RMOW by this RFP or by submission of any proposal or by consideration of, or failure or refusal to, consider any proposal by the RMOW. Further, the Contract, when executed, is the sole source of any contractual obligation on the RMOW with respect to the project.

Throughout this document reference is made to the “Supplier” as the entity preparing the response to the RFP. The term “Contractor” is used to represent the Supplier after the Contract is signed.

The “Preferred Supplier” is the Supplier judged to have the “best overall proposal” based on the evaluation score outlined in section 6 Evaluation and Selection which will be selected to enter into negotiations leading to a Contract with the RMOW. If negotiations are unsuccessful, the next highest rated Supplier may be deemed to be the Preferred Supplier and negotiations would be commenced with them.

### 4.1 Submission & Award

The Proposal can be submitted via email to the RMOW at:

Email: [engineerbids@whistler.ca](mailto:engineerbids@whistler.ca)

The proposal should be submitted with the price quoted in \$CDN for the Specific Project Requirements (SPR) defined in section 2 on or before: Tuesday, September 3<sup>rd</sup>, 2024, at 2:00 pm.

Following the closing date of the RMOW intends to provide the Notification of Award the contract to the preferred Supplier on or before: Tuesday, September 17<sup>th</sup>, 2024.

### 4.2 Inquiries

All inquiries related to this RFP should be directed in writing (by email) to:

Name: Michelle Blattner

Email: [mblattner@whistler.ca](mailto:mblattner@whistler.ca)

Please clearly identify the RFP number and title when submitting a question.

### 4.3 Addenda

The final day for questions is 5 business days before the closing date. If the RMOW determines that an amendment is required to this RFP, the RMOW will post the amendment on the RMOW and BC Bid web sites no less than 3 calendar days prior to closing.

### 4.4 Duration of Proposal

The Proposal will be irrevocable and open for acceptance by the RMOW for a period of 60 calendar days from the day following the closing date, even if the Proposal of another Supplier is accepted by the owner.

#### 4.5 No Contract

This RFP is an invitation for Supplier (including prices and terms) for the convenience of all parties. It is not a tender and no obligation of any kind will arise from this RFP or the submission of a Proposal. The RMOW may negotiate changes to any terms of a Proposal, including prices; and may negotiate with one or more Suppliers, or may at any time invite or permit the submission of a Proposal (including prices and terms) from other parties who have not submitted Proposals before the closing date.

#### 4.6 Acceptance

A Proposal will be an offer to the RMOW which the RMOW may accept within 60 days by sending a Notice of Award to the Supplier. Note that the RMOW will select the proposal that it deems, in its sole and absolute discretion, demonstrates the best combination of corporate qualifications, technical capability, project understanding, proposed approach to achieving the specified goals, and estimated total costs.

#### 4.7 Right to Reject

The RMOW is not bound to accept the lowest price proposal, nor is the RMOW in any way bound to award the project to any of the Supplier proposals. The RMOW reserves the right to reject any or all proposals for any reason whatsoever.

#### 4.8 Liability for Errors

The information contained in this RFP is supplied solely as a guideline for Suppliers. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive.

#### 4.9 Responsibility

The Supplier shall not transfer responsibility to meet the obligations of this contract to a third party without the consent, in writing, of the RMOW project manager.

#### 4.10 No Collusion

Suppliers shall not directly or indirectly communicate with any other Supplier regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.

#### 4.11 Conflict of Interest

A Supplier must disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RMOW, its elected or appointed officials or employees. The RMOW may rely on such disclosure.

#### 4.12 Solicitation of Council Members and RMOW Staff

Suppliers and their agents will not contact any member of the RMOW Council or RMOW staff with respect to this RFP, other than the contact person named in Section 4.2 at any time prior to the award of a contract or the cancellation of this RFP.

#### 4.13 Confidentiality

All Proposals become the property of the RMOW and will not be returned to the Supplier. All Proposals will be held in confidence by the RMOW unless otherwise required by law. Suppliers should be aware the RMOW is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

#### 4.14 Suppliers Expenses

Suppliers are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the RMOW or its representatives and contractors, relating to or arising from the RFP. The RMOW will not be liable to any Supplier for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits incurred by the Supplier in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

#### 4.15 Suppliers Qualifications

By submitting a Proposal, a Supplier represents that it has the expertise, qualifications, resources, and relevant experience to supply the services requested.

#### 4.16 Contract Terms and Conditions

The successful Supplier, prior to Notice to Proceed, will sign the Terms and Conditions as outlined in the RMOW Professional Services agreement attached in Section 7.

#### 4.17 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Supplier shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

<b>Insurance</b>	<b>Contractor</b>
<i>Commercial General Liability (CGL)</i>	\$5,000,000 million per occurrence
<i>Automobile Liability</i>	\$5,000,000 million per occurrence
<i>Umbrella or Excess Liability</i>	To bring CGL to or auto liability to \$5,000,000 million

#### 4.18 Subcontracting

Proposed subcontractors must be listed. A joint proposal submission must indicate which Supplier has overall responsibility of the project.

#### 4.19 Signature

The legal name of the person or firm submitting the Proposal should be inserted in the Form of Proposal (Section 6). The Proposal should be signed by a person authorized to sign on behalf of the Supplier and include the following:

- If the Supplier is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- If the Supplier is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the RMOW that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above; or
- If the Supplier is an individual, including a sole proprietorship, the name of the individual should be included.

## 5 Evaluation and Selection

### 5.1 Evaluation Team

The evaluation of Proposals will be undertaken by the Evaluation Team on behalf of the RMOW. The evaluation team may consist of one or more persons at the Evaluation Team's discretion. The Evaluation Team may consult with other RMOW staff, or third party individuals at their discretion.

### 5.2 Mandatory Criteria

Any Proposal that does not satisfy all mandatory criteria will be rejected.

Required (Mandatory) Criteria	Check -
1. The proposal must be received by the specified closing date and time.	
2. Proposals must be in English.	
3. Proposals must include Jar Testing Results – See <b>Appendix A</b> for Sample Report	
4. Proposals must include the Pricing Form provided – See <b>Appendix B</b> for Pricing Form	

### 5.3 Weighted Criteria Benchmarks

#### Evaluation Matrix

The Evaluation Team intends to evaluate all proposals according to the evaluation matrix criteria categories outlined below. If minimum required points are not met in one or more of the evaluation criteria, the Proposal will not be considered for award.

Criteria	Available Points	Minimum Required Points
Jar Test Results	35	5
Company Qualifications and Experience	15	10
Delivery and Pickup Commitment	5	5
Cost	45	No Minimum Required

TOTAL	100	40
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### Scoring Table

The Evaluation Team intends to use the scoring table below as a guideline for determining criterion score. Prompts are provided to give the Suppliers an idea as to how each criterion will be examined and scored. The weighting of the prompts in determining the criterion score is up to the discretion of the Evaluation Team unless otherwise stated.

Scoring Table		
Points Awarded (% of available)	Quality	Criteria
100%	Exceptional	Exceptional; far exceeds requirements with no added risk.
80%	Very Good	Exceeds expectations; risk deemed acceptable or no added risk.
60%	Acceptable	Meets expectations and all minimum requirements.
40%	Below	Does not meet expectations or minimum requirements.
20%	Well Below Requirements	Fails to meet minimum requirements; proposes a solution or provides explanations that is not acceptable or relevant.
0%	Unacceptable	Proposed solution deemed unacceptable in every aspect.

#### 5.3.1 Jar Testing Results

The Supplier will be scored on the jar testing results of their proposed polymer. The Evaluation Team will take the entire Proposal submission into consideration when evaluating the included jar testing report.

### Scoring

The following prompts will be used to determine the criterion score:

<b>Prompts</b>
----------------

Is the proposed polymer tailored to the needs of the RMOW?
The jar testing results demonstrates the polymer is sufficient for the work.
Has the proposed polymer been previously used in past projects and was the product successful? Is there evidence that this is the optimal solution?

### 5.3.2 Company Qualifications and Experience

Qualifications of the Supplier and Supplier's team are to be submitted according to section 3.6 and 3.7. Only qualifications that are relevant to the SPR will be considered when evaluating this section. References may or may not be contacted.

#### Scoring

The following prompts will be used to determine the criterion score:

Prompts
Qualifications of the personnel completing the jar testing and how they relate to the tasks they are responsible for as described in the Suppliers Proposal.
Supplier's experience with similar projects within the last 5 years. Submitted experience beyond the previous five (5) years will not have weight on the scoring.
Work performed for submitted references is within the last five (5) years and is relevant to the scope of work of the project.

### 5.3.3 Delivery and Pickup Commitments

Delivery and pickup commitments are to be clearly acknowledged and the Supplier indicates a full understanding of the projects requirements as described in the scope of work.

#### Scoring

The following prompts will be used to determine the criterion score:

Prompts
Delivery request and lead time is reasonable.
Supplier's ability to fulfill Pickup requirements.

### 5.3.4 Cost

Cost evaluation is broken into two parts. The lump sum and the fee schedule cost breakdown. The lump sum is worth 80% of the points available and the fee schedule is worth 20% of the points available.

#### Scoring

Prompts	Weighting
The lump sum will be evaluated using the following equation $\frac{\text{Lowest Priced Proposal}}{\text{This Proposal's Price}} \times \text{Points Available} \times 80\%$	90%
The rate sheet is detailed and clear	10%

### 5.4 Interviews

If final tabulated scores are within 5 points, the Evaluation Team may, at its discretion, invite some or all of the Suppliers to appear before the Evaluation Team to provide either clarifications of their Proposals or a request to present on specified criteria and scoring. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Interview questions and scoring may or may not be provided to the Supplier before the interview.

### 5.5 Litigation

In addition to any other provision of this RFP, the RMOW may, in its absolute discretion, reject a Proposal if the Supplier, or any officer or director of the Supplier submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the RMOW, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the RMOW will consider whether the litigation is likely to affect the Supplier's ability to work with the RMOW, its Contractors and representatives, and whether the RMOW's experience with the Supplier indicates that there is a risk the RMOW will incur increased staff or legal costs in the administration of the Contract if it is awarded to the Supplier.

### 5.6 Consideration of Relevant Factors

The RMOW reserves the right to decline to select any Supplier which the RMOW, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to RMOW as compared to another Supplier, considering any relevant factors, including a Supplier's financial resources, safety record, claims and litigation history, work history and environmental record.



## 5.7 Additional Information

The RMOW reserves the right to select the Supplier best suited for the project and intends to evaluate the proposal(s) as fairly as possible. The RMOW reserves the right to make changes to the evaluation process prior to the proposal submission date.

The RMOW has disclaimed any intention to assume contractual or other obligations to Suppliers during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds with one of the Suppliers, or how it will evaluate proposals.

If a proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the RMOW may prepare a list of questions for the Supplier, to clarify or remedy the deficiencies. If, in the opinion of the RMOW, these clarifications and rectifications do not overcome the deficiencies, the RMOW, at its sole and absolute discretion, may decide to reject the proposal. The RMOW may contact any or all of the Suppliers to seek further clarification and information before awarding the contract.

## 6 Form of Proposal

RFP Project Title: WWTP Dewatering Polymer Procurement

RFP Reference No: 6663.5015- 2024

Legal Name of Proponent:

Contact Person and Title:

Business Address:

Telephone:

E-Mail Address:

Dear Sir/Madam:

I/We, the undersigned duly authorized representative of the contractor, having received and carefully reviewed all of the Proposal documents, including the RFP and the following addenda:

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*(addenda, if any)*

and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

I/We confirm that this proposal is accurate and true to best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker’s Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor/contractor at the place(s) of the Services has been designated as the “prime contractor/contractor”, I/we will notify the RMOW immediately, and I/we will indemnify and hold the RMOW harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the RMOW in connection with any failure to so notify the RMOW.

This Proposal is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

I/We have the authority to bind the Supplier.

\_\_\_\_\_  
(Name of Supplier)

\_\_\_\_\_  
(Name of Supplier)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## 7 RMOW Contracting Services Agreement Contract Terms and Conditions Template

**MASTER CONTRACTING SERVICES AGREEMENT 2024 - 2025**

**PROVISION OF TYPE OF SERVICES**

**THIS AGREEMENT** is effective as of the 20<sup>th</sup> day of September 2024.

BETWEEN:

**The Resort Municipality of Whistler**, having an address at 4325  
Blackcomb Way, Whistler, B.C.V0N 1B4

(the "RMOW")

AND:

**CONTRACTOR.**

(the "Contractor")

**WHEREAS:**

- (a) The RMOW has accepted a proposal from the Contractor to provide type of services;
- (b) The Contractor is in the business of providing the services contemplated by this Contract;
- (c) RMOW wishes to engage the Contractor to provide the Services on the terms and conditions herein set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSES** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**2. INTERPRETATION**

**2.1 Definitions**

In this Contract unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) "**Business Day**" has the meaning given in Section 16.1 of this Contract;
- (b) "**Change Order**" means a change within the general scope of Work which may alter the Work, Contract Price or Contract Time.
- (c) "**Confidential Information**" means:
  - (i) any information, in whatever form (including written, oral or stored in any computer or other electronic, magnetic or optical storage system), which is non-public, confidential or proprietary in nature, whether marked as such or not, obtained directly or indirectly from RMOW and whether obtained by the Contractor before or after the date of this Contract, including without limitation, corporate records and employee records;
  - (ii) any information, in whatever form, designated by the RMOW in writing as confidential or proprietary or marked with words of like import when provided to the Contractor or any other Person;
  - (iii) information orally conveyed to any director, officer, employee or other representative of the Contractor, if RMOW states at the time of the oral conveyance or promptly thereafter that such information is confidential, and

provides specific written confirmation thereof to the Contractor within ten (10) days of the oral conveyance; and

- (iv) all Work Product as defined in this Contract, except as may be agreed in writing by the parties as falling outside the definition of Confidential Information;
- (d) **“Confidential Information”** does not mean:
  - (i) which was in the possession of the Contractor prior to disclosure by the RMOW;
  - (ii) which is already in the public domain or which subsequently becomes part of the public domain other than through disclosure by the Contractor;
  - (iii) which is independently developed or learned by the Contractor without use of any Confidential Information; and
  - (iv) which the Contractor receives from a third Person who was free to make such disclosure without breach of any legal obligation,
  - (v) provided that the Contractor can demonstrate to the satisfaction of RMOW that such information falls within the scope of the exclusions set forth above.
- (e) **“Contractor’s Representative”** has the meaning given in Section 18.1 of this Contract;
- (f) **“Contract”** means this agreement including the Schedules to this agreement as amended from time to time with the written approval of the parties;
- (g) **“Contract Price”** has the meaning given in Schedule B of this Contract;
- (h) **“Dispute”** means any difference between the RMOW and the Contractor, of any claim, or any dispute, relating to or arising out of the Work or the interpretation of the Contract, or any failure by the RMOW and the Contractor to agree where the Contract call for agreement;
- (i) **“Person”** means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, trust, or other entity or organization, including a government or an agency or instrumentality thereof;
- (j) **“Procurement Documents”** means the procurement documents attached hereto as Schedule F (if any);
- (k) **“Records”** has the meaning set out in Section 5.1 of this Contract;
- (l) **“RMOW Representative”** has the meaning given in Section 18.1 of this Contract;
- (m) **“Work”** has the meaning given in Schedule A to this Contract;
- (n) **“Work Product”** means all that which is prepared, produced or developed by the Contractor as a result of this Contract, whether in written or electronic form and all copies of same. Work Product includes but is not limited to reports, data (including recorded “personal information” about an identifiable individual), information, calculations, logs, working papers or finished copy documents or information of any kind prepared or acquired by the Contractor in connection with this Contract.
- (o) **“Term”** has the meaning given in Section 2.1 of this Contract

## **2.2 Headings**

The division of this Contract into articles and sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Contract.

## **2.3 Use of the Word “Including”**

The word “including” when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word “including” or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

## **2.4 Currency**

All transactions referred to in this Contract will be made in lawful currency of Canada.

## **2.5 Singular, Plural, Gender and Person**

Wherever in this Contract the context so requires the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender.

## **2.6 Statutes**

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

## **2.7 Schedules**

The following attached schedules (the “Schedules”) are incorporated in this Contract and are deemed to be part of this Contract:

Schedule A	-	Work to be Performed
Schedule B	-	Payment and Fees Schedule
Schedule C	-	Insurance
Schedule D	-	Approved Subcontractors
Schedule E	-	Contractor’s Submission
Schedule F	-	RMOW Procurement Documents

## **2.8 Order of Priority**

If there is a conflict between a provision in a Schedule to this Contract and any other provision of this Contract, the other provision of this Contract will prevail unless the provision in a Schedule expressly states that it will prevail over a conflicting provision of the Contract. If this Contract is a result of a competitive procurement process, the order of priority of documents from highest to lowest will be:

- (a) this Contract;
- (b) Schedules A, B, C, D, E and F;
- (c) the RMOW's purchase order for the Work (if any);
- (d) extracts from the Contractor's Submission respecting the Work, that are attached as a Schedule (if any); and
- (e) extracts from RMOW's Procurement Documents respecting the Work, that are attached as a Schedule (if any).

### **3. TERM OF CONTRACT**

#### **3.1 Term**

The term of this Contract (the "Term") will commence on September 20<sup>th</sup> 2024, and continue until September 20<sup>th</sup> 2025, subject to the following:

earlier termination in accordance with the terms of this Contract; and

renewal or extension of the Term on such terms as the parties agree to in writing. If the parties agree to an extension of the Term, then the following will apply:

the parties will mutually agree on a new Schedule B – Payment and Fees Schedule;

all other terms and conditions of this Contract not mutually amended will remain the same; and

the Term will be extended for the period(s) agreed to by the parties.

### **4. WORK TO BE PERFORMED**

#### **4.1 Performance of the Work**

The Contractor shall perform the Work described in Schedule A in accordance with this Contract.

#### **4.2 Approvals**

The Contractor shall procure and pay for all approvals necessary or advisable to perform its obligations under this Contract.

#### **4.3 Service Standards**

The Contractor will at all times during the Term of this Contract perform the Work using standards, practices, methods and procedures to a good commercial standard, in accordance with and conforming to all applicable law and exercising that degree of care, skill and diligence which would reasonably and ordinarily be expected from a qualified, skilled and experienced person in British Columbia providing Work similar in scope, nature and complexity to the Work.

#### **4.4 Supervision**

The Contractor shall ensure all persons employed or retained by the Contractor to perform the Work are competent to perform them, meet all professional qualifications, and are properly trained, instructed and supervised.

#### **4.5 RMOW Instructions**

RMOW may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the Work required to be performed. The Contractor shall comply with those instructions; however, the Contractor shall determine the manner in which the instructions are carried out.

#### **4.6 RMOW Facilities**

The RMOW may, but is not required, to provide any facilities (including but not limited to work space, office equipment, computer equipment, telephone or other communication devices, or secretarial support) or other technical, accounting, transportation or other support services to the Contractor. Any instruments or tools necessary to perform the Work are the responsibility of the Contractor and are provided at the sole risk and expense of the Contractor. For certainty, the RMOW's provision of any facilities shall be for the convenience of the parties only and shall not create or be deemed to create an employment, partnership, joint venture or agency relationship between the parties.



#### **4.7 Security Requirements**

Only the employees of the Contractor specifically assigned to perform the Work and will be allowed on site at any of RMOW's facilities. The Contractor will inform RMOW in advance of the names of the employees that will attend RMOW's facilities in order to perform the Work. RMOW will inform the Contractor of all applicable procedures related to security. The Contractor will comply with all applicable RMOW procedures relating to security that the Contractor has been thereby informed of.

#### **4.8 RMOW Procedures and Policies**

The Contractor and any of its employees performing the Work will comply with all RMOW policies or procedures, including with regard to security, fire and safety, conflict of interest, standards of business conduct, human rights, harassment, workplace conduct and other policies or procedures of a like nature, that it has been provided copies of or otherwise been made reasonably aware of.

#### **4.9 Representations and Warranties**

The Contractor covenants, represents and warrants to the RMOW that:

- (a) the Contractor is legally entitled to carry on its business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
- (b) the Contractor has the power and capacity to enter into this Contract and to comply with every term and condition of this Contract;
- (c) all necessary proceedings have been taken to authorize the Contractor to enter into this Contract and to execute and deliver this Contract;
- (d) this Contract has been properly executed by the Contractor and is enforceable against the Contractor in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made, furnished or given by the Contractor, its principals, partners, directors, officers or anyone acting on behalf of the Contractor, to the RMOW in connection with this Contract is materially correct and accurate;
- (f) the Contractor has no knowledge of any fact that materially adversely affects or, so far as can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Contract;
- (g) the Contractor has no knowledge of any claims against it that in either case would materially adversely affect either its financial condition or its ability to fulfill its obligations under this Contract;
- (h) the Contractor is in compliance with all tax, Workers' Compensation and other legislation, regulations and laws to which it is subject, and holds all permits, licences, consents and authorities required by law to conduct its business;
- (i) the Contractor's employees specifically assigned to perform the Work are suitably qualified to enable full and proper performance of the Work and ;
- (j) the Contractor accepts all risks within this Contract identified as being borne by the Contractor;
- (k) the Contractor will comply with all the requirements of this Contract and will perform all its obligations hereunder;
- (l) no partnership, joint venture or agency involving the RMOW is created by this Contract; and

- (m) all personnel hired, retained or engaged by the Contractor to provide the Work and are not the employees of the RMOW. The Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee between the Contractor and its employees specifically assigned to perform the Work

## **5. TERMS OF PAYMENT**

### **5.1 Payment**

RMOW will pay the Contractor, in full payment and reimbursement for performing the Work, the Contract Price and expenses set out in Schedule B and the Contractor hereby accepts the same as payment in full for all Work performed by the Contractor, including all profit and all costs of supervisions, labour, overhead, financing incurred in performing the Work. The Contractor will be responsible for determining whether the Work performed is subject to any applicable taxes.

### **5.2 Invoices**

Payments will be made on receipt of the Contractor's monthly itemized account or for such other periods as may be mutually agreed subject to verification by the RMOW that the Work has been satisfactorily performed. The Contractor's itemized account shall show the period the billing pertains to, specific time worked in the billing period, and work completed, and shall itemize all taxes as separate line items. Where required by the RMOW, the Contractor will deliver to the RMOW a written statement of any goods and services taxation and or business identification numbers in addition to any other billing information reasonably required by the RMOW.

### **5.3 Disbursements**

RMOW is not obliged to pay the Contractor any monies other than the Contract Price described in Schedule B. The Contractor is not entitled to reimbursement for any other expenses or disbursements of any kind except those that are necessarily and reasonably incurred due to a change in scope and have been approved in advance in writing by the RMOW or such other expenses or disbursements that have been approved in advance by the RMOW. Reimbursement is subject to submission of evidence of actual expenditures satisfactory to the RMOW and to applicable expenditure policies and procedures.

### **5.4 Non Resident of Canada**

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

### **5.5 Work Performed after Expiry of the Term**

No payment will be made for Work performed after the Term of this Contract, unless the Term has been renewed or extended in accordance with this Contract.

### **5.6 Withholding of Payments**

In the event that the Contractor fails to perform its obligations pursuant to the Contract on a timely basis the RMOW may at its discretion withhold any payments otherwise owed to the Contractor, pending performance of such obligations. No interest will be paid to the Contractor as a result of any such withholding. Any withholding of payments are in addition to and will not prejudice RMOW's other rights and remedies under this Contract.

### **5.7 Payment due Date and Method of Payment**

Payment by the RMOW shall be net thirty (30) days from the receipt of invoices provided by the Contractor in accordance with the terms of the Contract. Payment by the RMOW will be made by direct deposit, Contractor to fill out and submit RMOW Direct Deposit Form.

## **6. RECORDS**

### **6.1 Records**

The Contractor will keep complete books and records (the “**Records**”) relating to the performance of the Work including all performance and other reports, time records and books of account, invoices, receipts, vouchers of all expenses incurred in the form and content satisfactory to the RMOW acting reasonably and shall retain all such Records for two years following termination of the Contract, or for any longer period required by law.

### **6.2 Inform RMOW**

Upon the RMOW’s request, the Contractor shall fully inform the RMOW of all work done by the Contractor or an approved subcontractor in connection with providing the Work under this Contract.

### **6.3 Inspection**

The Contractor shall permit the RMOW at all reasonable times during the Term of this Contract and for a period of two (2) years thereafter (the “**Access Period**”), to inspect, review and copy all Work Product and other material that has been produced or received by the Contractor and any approved subcontractor as a result of this Contract including without limitation accounting records, findings, software, data, specifications, drawings, reports and documents whether complete or not (the “**Documentation**”). The RMOW may make a request for access to the Documentation beyond the Access Period in which case the Contractor will, to the extent that it (a) deems the access commercially reasonable in its sole discretion and (b) has copies of the requested Documentation in its possession or reasonably accessible, provide the RMOW with copies of, or access to, the requested Documentation.

### **6.4 Audit**

The RMOW shall have the right to audit the work performed by the Contractor during the Term of this Contract and for two (2) years following expiry of the Term or any extension thereof.

## **7. INDEPENDENT CONTRACTOR**

### **7.1 Independent Contractor**

The Contractor is at all times an independent contractor with control over the manner and means of the Contractor’s performance. The Contractor is not an employee, servant or agent of RMOW and nothing herein shall create or be deemed to create a partnership, joint venture or agency relationship between the parties. The Contractor is primarily responsible for performance of the Work and may not delegate or assign any work to any other person without the prior written consent of RMOW. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any directors, officers, servants, agents and employees.

### **7.2 No Entitlement to Benefits**

As an independent contractor, the Contractor is not entitled to any benefits or payments whatsoever over and above those specifically provided for in this Contract. Specifically the Contractor will not be entitled to any rights or privileges as are available from time to time to employees of RMOW including without limitation insurance benefits, health benefits, holidays and paid vacation.

### **7.3 Control and Direction of Employees**

The Contractor acknowledges that the Contractor is responsible for the control and direction of the Work and the control and direction of the Contractor’s employees.

#### **7.4 Statutory and Other Payments**

The Contractor shall be liable and responsible for payment to the proper authorities of all income tax payments, employment insurance premiums, Canada Pension Plan contributions and assessments, and all other employment expenses, statutory or otherwise in relation to the Work provided under this Contract.

#### **7.5 Workers Compensation**

The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for the Contractor and employees of the Contractor engaged in the Work;

The Contractor shall comply with and ensure that any Subcontractors comply with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers' Compensation Act* and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Work and pursuant to Section 118 of the *Workers' Compensation Act*.

The RMOW may, on twenty-four (24) hours written notice to the Contractor, but without notice in the event of an emergency, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the RMOW be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

#### **7.6 Termination**

If at any time Canada Revenue Agency or any other competent authority determines that the Contractor is an employee of RMOW then this Contract shall automatically terminate as of the date of such determination.

#### **7.7 Contractor's Costs of Tax Compliance**

It is clearly understood and agreed that the costs to the Contractor in complying with the preceding provisions are not subject to additional reimbursement over and above the amount provided for under the terms of this Contract.

#### **7.8 Risk of Liability**

The Contractor assumes all risk and liability for personal injury or damage to personal property caused by the Contractor's mishap, negligence or willful misconduct in carrying out the terms of this Contract and for which adequate levels of insurance coverage shall be obtained by the Contractor.

#### **7.9 No Agency**

The Contractor will not commit or purport to commit the RMOW to pay any money unless specifically authorized by this Contract.

### **8. BUSINESS PREMISES/LICENCE**

#### **8.1 Place of business**

Unless the RMOW will be providing facilities under Section 3.6 of this Contract, the Contractor, at its own expense, will establish and maintain during the Term, a proper place of business at a lawful place that allows for reasonable commute or accessibility to the Project site from which the business and supervision of this Contract will be carried out.

#### **8.2 Business Licence**

If the Contractor maintains a place of business within the municipal boundaries of the RMOW, or generates revenue from business activity within the municipal boundaries of the RMOW, the Contractor will at all times

during the Term be in possession of a valid and subsisting business licence issued to it by the RMOW and authorizing it to carry out and perform the Work required to be performed under this Contract.

## **9. OWNERSHIP**

### **9.1 Work Product**

The Work Product, any Confidential RMOW Information and any property provided by the RMOW to the Contractor is RMOW's exclusive property. The copyright in the Work Product belongs exclusively to the RMOW and the Contractor hereby waives any moral rights in such Work Product and confirms the vesting of copyright in such Work Product in RMOW.

### **9.2 Assignment of Rights in Work Product**

The Contractor hereby irrevocably assigns to the RMOW all right, title and interest worldwide in and to all Work Product. In the event the Contractor has any rights in the Work Product which cannot be assigned, the Contractor agrees to waive enforcement worldwide of such rights against RMOW and, at the request of RMOW, to grant RMOW an exclusive perpetual, fully paid up license without royalty in and to such Work Product worldwide with the right to sublicense. The Contractor shall take all actions and execute all documents as may be requested by the RMOW from time to time to fully vest in RMOW all right, title and interest worldwide in and to such Work Product. RMOW agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost directly attributable to the negligent misuse or incorrect use of the Work Product by the RMOW.

### **9.3 Copyright Infringement**

The Contractor agrees that it will not infringe any third party's intellectual property rights in creating Work Product pursuant to this Contract. The Contractor agrees to indemnify RMOW from and against any loss, damage or liability for the infringement of any patent, trade mark, trade secret or copyright by RMOW arising from or in connection with RMOW's usage of the Work Product. The Contractor agrees it shall defend, settle or compromise at its own expense any action for patent, trade mark, trade secret or copyright infringement brought against RMOW or the Contractor. The Contractor warrants and represents that all Work Product provided to RMOW pursuant to this Contract do not infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere.

### **9.4 Surrender of Documents and Materials**

The Contractor shall not at any time or in any manner unless otherwise agreed to in writing by the RMOW, make or cause to be made copies, pictures, duplicates, facsimiles or other reproductions or recordings of any type, or any abstracts or summaries of any Work Product, reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers or materials of RMOW, or which relate in any manner to the present or prospective operations of RMOW, except as may be necessary in the performance of the Work under this Contract. The Contractor shall have no interest in any of these materials and agrees, subject to its professional obligations, to surrender any of these materials which may be in the Contractor's possession to the RMOW immediately upon termination of this Contract at the request of RMOW or at any time prior to termination at the request of RMOW.

## **10. CONFIDENTIALITY**

### **10.1 Confidentiality**

The Contractor will at all times during the Term and thereafter treat as confidential all Confidential Information and other reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers, materials and documents supplied to or obtained by the Contractor as a result of this Contract. The Contractor shall not at any time during the Term or thereafter permit the publication, release or disclosure of the same without the prior written consent of RMOW except as required by applicable law.

The RMOW will at times during the Term and thereafter treat as confidential and maintain the confidentiality on all information, reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers, materials and documents provided by the Contractor, orally or in writing as confidential in nature. Except as required by law, including under the *Freedom of Information and Protection of Privacy Act*, as amended, or unless the Contractor provides its written consent, the RMOW shall not at any time during the Term or thereafter permit the publication, release or disclosure of such confidential information to any third parties.

#### **10.2 Non-Disclosure**

The Contractor will not, at any time either during the Term or thereafter, disclose to or discuss with anyone other than an authorized RMOW employee or representative, any Confidential Information of RMOW or its elected officials, officers or employees. The Contractor will use such Confidential Information and knowledge only for RMOW purposes unless the Contractor has obtained RMOW's prior express written authorization to do otherwise.

#### **10.3 No Use of Information**

The Contractor shall not use Confidential Information or any other information relating to the affairs of RMOW for the Contractor's own benefit or purposes or for the benefit or purpose of any other Person whether before or during the Term or after the expiry of the Term.

#### **10.4 Survival**

The provisions of this confidentiality clause shall survive termination of the Contract.

### **11. CONFLICT OF INTEREST**

#### **11.1 No Conflict of Interest**

The Contractor represents and warrants to the RMOW that the Contractor does not have an interest, directly or indirectly either individually or in conjunction with another entity in any firm, association, syndicate, company, corporation or other business enterprise which could benefit or otherwise be affected by any decision likely to be made by the RMOW in reliance on or as a result of the Work provided by the Contractor under this Contract. RMOW shall provide to the Contractor its conflict of interest and standards of business conduct procedures. The Contractor shall comply with RMOW's conflict of interest and standards of business conduct procedures as provided notwithstanding the Contractor is an independent contractor and not an employee of RMOW.

#### **11.2 No Conflict with Other Relationships**

The Contractor will not, during the Term, perform a service for or provide advice to any person, firm or corporation if in the reasonable opinion of RMOW, such performance will give rise to a conflict of interest between the Contractor and RMOW, and the Contractor shall take all steps to ensure the avoidance of all direct or indirect conflicts of interest (either actual or potential) between the interests of the Contractor and its directors, officers, servants, agents and employees, and those of RMOW.

#### **11.3 Disclosure of Conflict of Interest**

The Contractor will immediately disclose all conflicts of interest and potential conflicts of interest to the RMOW as soon as any real or perceived conflict of interest arises.

#### **11.4 Good Faith**

The Contractor will discharge the Contractor's obligations to the RMOW in all dealings and transactions relating to the Work in the utmost good faith.

## **12. INDEMNIFICATION**

### **12.1 General Indemnity**

The Contractor shall indemnify and save harmless the RMOW, its elected officials, officers, employees, servants and agents from and against any and all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs and expenses the RMOW may sustain or incur at any time, either before or after the expiration or termination of this Contract, arising directly or indirectly by reason of negligent acts, errors, or omissions or wilful misconduct of the Contractor or any agent, employee, director or officer of the Contractor in connection with this Contract including any injury to or death of any person or any damage to any and all persons or property, whether deliberate, accidental or through negligence except to the extent that any such claim arises solely from the negligence of RMOW, its other Contractor(s), assigns(s) or authorized representatives.

### **12.2 Survival**

The provisions of this indemnity clause will survive termination of the Contract.

## **13. TERMINATION**

### **13.1 Default of Contractor**

Notwithstanding any other provision of this Contract, if the Contractor is not performing the Work to the satisfaction of the RMOW or fails to perform the Work as and when reasonably requested by RMOW, or is in breach of any provision of this Contract, the RMOW may, at its option, either:

- (a) issue written notice to the Contractor requiring that such default be corrected. If within 5 Business Days after receipt of such notice such default shall not have been corrected or reasonable steps taken to correct such default, then at the sole discretion of the RMOW, the RMOW may give a further written notice to the Contractor immediately terminating this Contract, or:
- (b) terminate this Contract giving 5 Business Days' notice of termination to the Contractor.

In the event the RMOW exercises its option to terminate, the RMOW may withhold payment of any amount owing to the Contractor under this Contract for the performance of the Work, set-off any damages suffered by the RMOW against any amounts owing to the Contractor under this Contract for performance of the Work and pursue other remedies to recover damages from the Contractor for any losses caused to the RMOW as a result of the Contractor's performance under this Contract.

### **13.2 Termination Without Cause**

Notwithstanding any other provision of this Contract, the RMOW or the Contractor may terminate this Contract for any reason upon giving not less than ten (10) days written notice of termination to the other party. The Contract may also be terminated in a shorter period of time as may be mutually agreed upon in writing by the parties. In the event that notice of termination is given pursuant to this section, the RMOW will pay the Contractor that portion of the fees and expenses described in this Contract which equals the portion of the Service that was completed to the RMOW's satisfaction before termination. Such payment will discharge the RMOW from all further liability under this Contract. Concurrently with termination by the RMOW pursuant to this Section, all obligations of the Contractor to perform the Work will terminate, excepting those performance obligations set out at Section 12.5 herein.

### **13.3 Default of RMOW**

If the RMOW fails to make payment to the Contractor in accordance with this Contract, then the Contractor may, by written notice to the RMOW, require that such default be corrected. If within 5 Business Days after receipt of such notice such default shall not have been corrected, or reasonable steps taken to correct such default, the Contractor may, without limiting any other right or remedy it may have, give a further written notice to the RMOW to immediately terminate this Contract.

### **13.4 Limitation of Liability**

The Contractor agrees that notwithstanding anything herein or any duty, principle, term or rule of law to the contrary, whether express or implied, RMOW shall not be liable to the Contractor for any loss or damage of any nature whatsoever flowing from early termination of this Contract, including without limitation any special, incidental, direct, indirect or consequential damages arising out of such early termination nor shall RMOW be under any obligation to the Contractor save and except for the payment for such Work as may have been performed in accordance with the terms of this Contract up to the date of termination.

### **13.5 Warranties to continue**

If for any reason the whole or any part of this Contract is terminated, the Contractor's obligations in this Contract as to quality, correction and warranty will continue in force after such termination with respect to the Work performed by the Contractor up to the time of termination.

## **14. CHANGES IN THE WORK**

### **14.1 Right to Make Changes**

The RMOW reserves the right to request changes at any time as a result of requirements, site conditions, emergencies, government regulations or any other reasonable cause and:

- (a) The RMOW will notify the Contractor in writing as soon as reasonably possible when a change in the Work is proposed or required.
- (b) Where a proposed change in Work requires an adjustment to the Contract Price and or Contract Time, agreement to the adjustment between both parties must be recorded in a Change Order.
- (c) The RMOW shall make payment of a Change Order within 30 days of execution of the Change Order by the RMOW and completion of the changed Work.
- (d) The Contractor shall not perform any changes in the Work without written authorization from the RMOW.
- (e) The RMOW will not make any payment for changes not agreed to in an executed Change Order.

## **15. INSURANCE**

### **15.1 Maintain Insurance**

The Contractor agrees that they shall maintain and pay for insurance on the terms, including coverage, amounts and deductibles outlined in Schedule C.

The Contractor acknowledges that any requirements of the RMOW as to the amount of coverage under any policy of insurance will not constitute a representation by the RMOW that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Contractor from responsibility for any amounts for which the Contractor may be legally liable which may exceed these limits.

### **15.2 Evidence of Insurance**

Upon the request of RMOW, the Contractor shall provide the RMOW with evidence of insurance in a form satisfactory to the RMOW.



### 15.3 Waiver of subrogation

The Contractor hereby waives all rights of recourse against the RMOW for loss or damage to the Contractor's property.

### 15.4 Notice of Claims

If at any time during the performance of the Work the Contractor becomes aware of a claim or potential claim against any insurance policy that the Contractor has, pursuant to this Contract, indicated to the RMOW may apply to the Work then the Contractor will immediately advise the RMOW in writing of such claim, including particulars.

## 16. ASSIGNMENT AND SUBCONTRACTING

### 16.1 Consent Required

The Contractor will not assign this Contract or any part thereof without the prior written consent of the RMOW. The Contractor will not subcontract any of the Contractor's obligations under this Contract to any Person other than the Persons listed in Schedule D (if any) without the prior written consent of the RMOW. No assignment or subcontract, whether approved or not, shall relieve the Contractor of its obligations under this Contract except to the extent those obligations are in fact properly performed. In the event the RMOW approves a subcontractor, the Contractor shall secure compliance and enforce at its own expense for the benefit of the RMOW, each of the Contractor's contracts with subcontractors. Nothing contained in this Contract shall create any contractual relationship between the subcontractor and the RMOW. The Contractor agrees to bind every subcontractor to the terms and conditions of this Contract which are appropriate and applicable to the work to be performed by the subcontractor and the Contractor shall be fully responsible to the RMOW for the acts and omissions and errors of all subcontractors and of persons directly employed or contracted by them.

## 17. NOTICES

### 17.1 Notices

All notices, requests, demands and other communications required or permitted to be given under this Contract shall be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as follows:

If to the RMOW:

Blake Carter  
1135 Cheakamus Lake Road, V8E 0A8  
[bcarter@whistler.ca](mailto:bcarter@whistler.ca)

If to the Contractor:

CONTRACTOR\_

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "**Business Day**"), or on the next Business Day if such facsimile or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

## 18. DISPUTE RESOLUTION

### 18.1 Order of proceedings

If there is any Dispute regarding the interpretation, performance or an alleged breach of this Contract, either party may give written notice of Dispute to the other party and the Contractor and the RMOW will meet within three (3) Business Days after the notice of Dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties. If the parties cannot resolve the Dispute within ten (10) Business Days after they first meet, or if the parties fail to meet within 10 (ten) Business Days of the first request for a meeting, then with the consent of both parties the matter shall be submitted to mediation. Both parties agree not to make a request for arbitration or to commence litigation without first seeking agreement through the mediation process. The mediator shall be appointed by agreement of the parties. If the parties cannot resolve the dispute within 30 calendar Days following the mediation, then with the consent of both parties, the Dispute may be referred for determination through arbitration under the Arbitration Act (British Columbia), and in the event that both parties do not so consent then either party may commence litigation to have the Dispute settled. If a Dispute is submitted for arbitration, the arbitration will be governed by the British Columbia International Commercial Arbitration Centre in accordance with its Domestic Commercial Arbitrations Rules of Procedure ("BCIAC Rules"). The arbitration shall be conducted by a single arbitrator appointed in accordance with BCIAC Rules in Vancouver, British Columbia and the award of the arbitrator including any award as to costs will be final and binding on the parties. The reference to arbitration will not preclude a party from applying to a British Columbia court of competent jurisdiction for interlocutory or interim relief.

### 18.2 Performance to continue during dispute

The Contractor will continue performance of this Contract during all Disputes with the RMOW, and notwithstanding any dispute the Contractor will comply with all written directions from the RMOW Representative relating to the performance of the Work without prejudice to the Contractor's right. The timely performance of the Work may not be delayed or postponed pending resolution of any Dispute.

## 19. COMMUNICATION

### 19.1 Representatives

Each party will maintain communication with the other party in accordance with their respective obligations under this Contract. In particular:

- (a) the Contractor will appoint a representative (the "**Contractor's Representative**") who will have the duty of instituting and maintaining communication with the RMOW as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the Contractor's Representative; and
- (b) the RMOW will appoint a representative (the "**RMOW Representative**") who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the RMOW Representative.

### 19.2 Representative's Authority

Each party's representative will have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor's Representative and the RMOW Representative may be held by telephone with the consent of all parties participating in such meetings.

### **19.3 Change of Representation**

The Contractor shall obtain written approval from the RMOW prior to changing a representative(s) or any team members by submitting a written request with resumes of each newly requested individual. The RMOW is required to approve any costs for any such un-approved Contractors or sub-contractors or other representatives. The RMOW may change its representative or alternative representative by written notice to the Contractor at any time it deems necessary.

## **20. DELAYS IN PERFORMANCE**

### **20.1 Force Majeure**

A party is excused from performing its obligations under this Contract if, to the extent that, and for so long as:

- (a) such party's performance is prevented or delayed by an act or event (other than economic hardship, changes in market conditions, insufficiency of funds, or unavailability of equipment and supplies) that is beyond its reasonable control and could not have been prevented or avoided by its exercise of due diligence; and
- (b) such party gives written notice to the other party, as soon as practicable under the circumstances, of the act or event that so prevents such Party from performing its obligations.

By way of illustration, and not by limitation, acts or events that may prevent or delay performance (as contemplated by this Section) include: acts of God or the public enemy, acts of civil or military authority, acts of terrorism, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods and abnormal weather conditions where the Work is being performed (as determined by comparison to the ten (10) year average conditions indicated by Environment Canada for the area in which the Work is being performed).

## **21. GENERAL**

### **21.1 Right of Set Off**

In addition to any other set-off provisions in this Contract, RMOW shall be entitled to set off against a reasonable amount due or owing to the Contractor by the RMOW and for which RMOW is liable by virtue of the Contractor's failure to comply with any statutory or regulatory requirement, duty or obligation arising out of the Work under this Contract, an amount sufficient to satisfy any indemnity obligations of the Contractor in relation to such obligation as set out herein. RMOW shall also have the right to withhold any payment which relates to that portion of the Work which have not been provided by the Contractor in accordance with the terms of the Contract. When RMOW is satisfied that the Work has been performed in accordance with the terms and conditions of this Contract, RMOW will cause to be paid to the Contractor, any amount held back by the RMOW.

### **21.2 Successors and Assigns**

This Contract enures to the benefit of and binds the parties and their respective successors and permitted assigns.

### **21.3 Written Waivers**

No indulgence or forbearance by either party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other party; and any such waiver must be in writing and signed by the waiving party and then such waiver shall only be effective in a specific instance and for the specific purpose for which it is given.

#### **21.4 Further Assurances**

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Contract.

#### **21.5 Remedies Cumulative**

The rights and remedies under the Contract are cumulative and are not in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

#### **21.6 Amendment**

This Contract may not be amended except by a written instrument signed by the RMOW and the Contractor.

#### **21.7 Entire Contract**

This Contract and all documents contemplated by or delivered under or in connection with this Contract constitute the entire agreement between the parties and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, or otherwise.

#### **21.8 Governing Law**

This Contract and any dispute arising out of or in connection with this Contract shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Contract.

#### **21.9 Attornment**

The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Contract.

#### **21.10 Independent Legal Advice**

The Contractor confirms it has had an opportunity to obtain independent legal advice in entering into this Contract.

#### **21.11 Severability**

Each provision of this Contract is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision shall be severed from this Contract and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Contract.

#### **21.12 Time of Essence**

Time shall be of the essence of this Contract.

#### **21.13 No derogation.**

The parties acknowledge and agree that nothing contained or implied in this Contract will be construed as limiting or prejudicing the rights and powers of RMOW in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Contract had not been entered into.

#### **21.14 Counterparts**

This Contract may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.

#### **21.15 Survival**

All obligations of each of the parties which expressly or by their nature survive termination or expiration of this Contract, will continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

**IN WITNESS WHEREOF** this Contract has been executed and delivered by the parties as of the day and year first above written.

**RESORT MUNICIPALITY OF WHISTLER**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**CONTRACTOR**

Per: \_\_\_\_\_  
Authorized Signatory

## **SCHEDULE "A"**

### **WORK TO BE PERFORMED**

- 1) The Contractor is responsible for supplying and delivering the Polymer in 1060 kg totes to the RMOW Wastewater Treatment Plant, as well as, retrieving the totes in when requested. The work must be performed in accordance with the Proposal submitted in response to the RMOW's RFP 2024 WWTP Polymer Procurement or performed as outlined in this Agreement.
- 2) Product Performance:
  - If during the Contract term, if the polymer is found to be losing its' effectiveness and/or product dosage increases to a level that is unacceptable to the RMOW, the Supplier will make every effort to improve such performance within 10 working days of notification.
  - Any product substitution suggested by the supplier will perform equal to and/or better than the initial full-scale evaluation or baseline performance. Additionally, any product substitution will be formally pre-approved by the RMOW and supplied at the unit price in effect at the time of contract issuance.
  - If the substitute cannot be supplied at the same cost or a more effective polymer cannot be found, the RMOW will have the right to terminate the contract
- 3) See the following schedules
  - a) SCHEDULE B – Payment and Fee Schedule
  - b) SCHEDULE C – Insurance
  - c) SCHEDULE D - Contractors Submission
  - d) SCHEDULE E – RMOW Procurement Documents
- 4) The RMOW shall provide the Contractor with unrestricted access to all locations the Contractor requires for the performance of the Work.

**SCHEDULE "B"**

**PAYMENT AND FEES FOR WORK**

Contract Price

1. In consideration of the Contractor satisfactorily performing the Work, the RMOW will pay the Contractor the following sums plus goods and services tax (the "**Contract Price**"):

<b>Product</b>	<b>Order Size</b>	<b>Price</b>	
Polymer	1060 kg totes		

**Canadian funds as stated in each individual proposal with rates as per the accepted Schedule of Fees shown below. Exclusive of GST.**

2. Separate invoices per delivery shall be sent to the RMOW's accounts payable.
3. All taxes are additional to the price in the above table.
4. All deliveries must be coordinated with the WWTP staff.
5. Contractor to fill out and submit RMOW Direct Deposit Form.



**SCHEDULE "C"**

**INSURANCE**

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances:

<b>Type of Insurance</b>	<b>Contractor</b>
<i>Commercial General Liability (CGL)</i>	\$5 million per occurrence
<i>Automobile Liability</i>	\$5 million per occurrence
<i>Umbrella or Excess Liability</i>	To bring CGL or auto liability to \$5 million

**General**

- a) The foregoing insurance shall be primary and not require the sharing of any loss by any coverage provider and/or insurer of RMOW.
- b) The CGL insurance policy must be extended to cover the Contractor/Contractor's Blanket Contractual liability and contain a cross liability naming the RMOW and its officials, officers, employees, servants and agents as "Additional Insured."
- c) All required insurance shall provide RMOW with 30 days advance written notice of cancellation on a best efforts basis.
- d) The Contractor hereby waives all rights of recourse against RMOW with regard to damage to the Contractor's property.
- e) Maintenance of such insurance shall not relieve the Contractor of liability under the indemnity provisions set forth in this Contract.
- f) Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the RMOW.

**SCHEDULE "D"**

**APPROVED SUBCONTRACTORS**

(as per each individual approved proposal)

**SCHEDULE "E"**

**CONTRACTOR'S SUBMISSION**

(Individual proposals will be submitted by Contractor for each project)

**SCHEDULE "F"**

**RMOW PROCUREMENT DOCUMENTS**

(Relevant procurement documents or email correspondence accepting proposals)

## Appendix A – Jar Testing Report

### Sample Report

<b>Dose</b>		
<b>Settling Time</b>		
<b>Vessel Material</b>		

**Pictures:**

**Dose:**

5 Minutes:

10 Minutes:

30 Minutes:

**Optimal Dose:**

**Settling Time:**

## Appendix B – Pricing Form

### Schedule of Quantities and Prices

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Supply and Delivery of Dewatering Flocculating Agent Polymer in 1060 kg totes	KG	

**Note:** All unit prices should include all delivery and pickup incidentals.

## Appendix C – Existing Equipment

Figure 1: Full Delivery System



Figure 2: Polymer Tote Hookup



Figure 3: Polymer Tote Hose Line Hookup





Figure 4: ProMinent ProMix – S

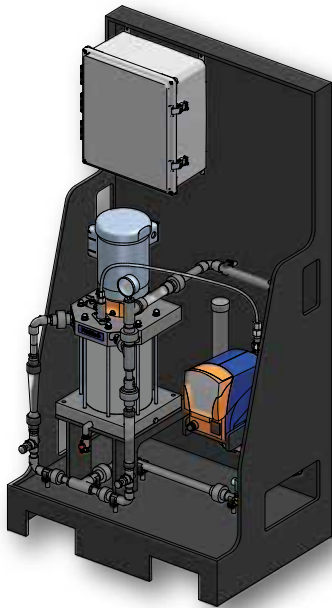


Figure 5: ProMinent ProMix – M

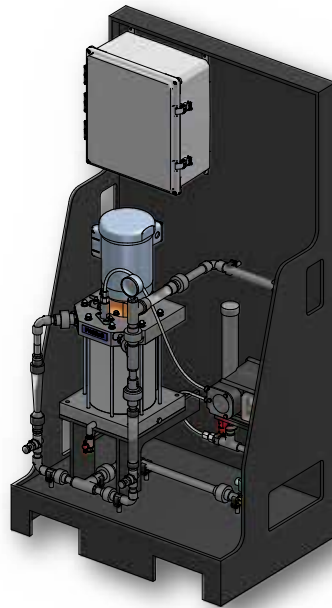


# ProMix™-S Polymer Blending System

New - Updated Design!



**Diaphragm Metering Pump System**



**Peristaltic Tube Pump Systems**

The **ProMinent® ProMix™** is a pre-engineered polymer mixing system made for the water and wastewater markets. Designed as an in-line unit, the ProMix™ can be customized to meet most liquid polymer applications utilizing tubing or diaphragm pump technologies depending on the application requirement or customer preference. The unique mixing chamber allows for complete makedown of the neat or diluted polymer to guarantee a problem-free injection.

## Features & Benefits

- Open design for easy maintenance
- True multi-zone mixing regime for proper polymer activation
- Unique injection check valve with easy access for cleaning
- Adjustable auto flush settings
- System protection against loss of water flow
- Precise activated polymer solution delivery
- Remote start/stop
- LCD display with touchpad control
- 4-20 mA input to pace pump
- General alarm contacts

- Twist lock fittings for easy maintenance of polymer and water connections
- Selectable start/stop and 4-20 mA control from the control panel
- Adjustable neat polymer pump for flooded suction or suction lift applications

## Applications

- Emulsion, dispersion or Mannich polymer activation
- Coagulant or solution polymer feed
- Water and wastewater treatment
- Clarification
- Sludge dewatering

# ProMix™-S Polymer Blending System

## Specifications

- Water Inlet: 3/4" FNPT
- Polymer Inlet: 1/2" FNPT
- Product Outlet: 3/4" FNPT
- Drain Connection: 1/4"
- Max. Chamber Pressure rating: 150 PSIG
- Max. Operating Pressure: 100 PSIG
- Power Supply: 120 VAC, 1 Phase, 60Hz
- Current Load: 15 Amp
- Motor: 1/2 hp, 115/230 VAC, 1 Phase, TEFC, 1725 rpm
- Dimensions: 24" x 34" x 66" (L x W x H)
- Neat Polymer Pump: Peristaltic or Diaphragm design

## Technical data for Peristaltic Tube Pump Systems

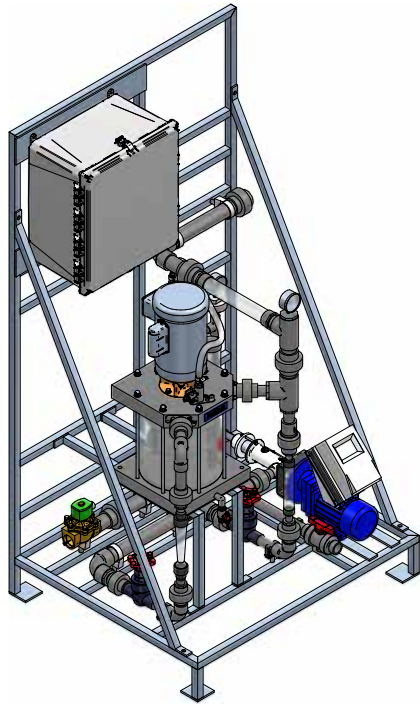
ProMix™-S					
Part Number P/N	Model Number M/N	Primary Dilution gph	Post Dilution gph	Neat Polymer Pump gph	Max. Pump Pressure psig
<b>Peristaltic Tube Pump Systems</b>					
1048346	60x1-0.22TA	60	-	0.22	65
1048347	60x2-0.95TA	60	60	0.95	65
1048348	120x2-0.95TA	120	120	0.95	65
1048349	120x2-2.00TA	120	120	2.00	65
1048351	300x2-2.00TA	300	300	2.00	65
1048352	300x2-3.73TA	300	300	3.73	50

## Technical data for Diaphragm Metering Pump Systems

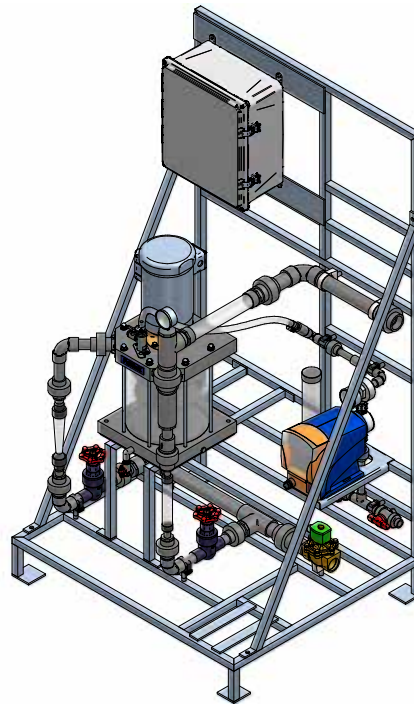
ProMix™-S					
Part Number P/N	Model Number M/N	Primary Dilution gph	Post Dilution gph	Neat Polymer Pump gph	Max. Pump Pressure psig
<b>Diaphragm Metering Pump Systems</b>					
1048353	60x1-1.01DA	60	-	1.01	100
1048354	60x2-1.01DA	60	60	1.01	100
1048355	120x2-1.01DA	120	120	1.01	100
1048356	120x2-2.30DA	120	120	2.30	100
1048357	300x2-2.30DA	300	300	2.30	100
1048358	300x2-3.70DA	300	300	3.70	100

# ProMix™-M In-line Controls

Updated Design!



Progressive Cavity Pump Systems



Diaphragm Metering Pump Systems

The **ProMinent® ProMix™** is a pre-engineered polymer mixing system with intuitive controls. Designed as an in-line or makedown unit, the **ProMix™** is engineered to meet most liquid polymer applications utilizing diaphragm or progressive cavity pump technologies. The unique mixing chamber delivers a highly activated polymer solution to every application with optimum performance.

## Features & Benefits

- LCD display with touchpad control
- 4-20 mA input to pace pump
- Remote start/stop
- General alarm contacts
- Adjustable flush settings
- True multi-zone mixing chamber that delivers a tapered energy profile for proper polymer activation
- Unique injection check valve with easy access for cleaning
- Diaphragm and progressive cavity pump options
- System protection against loss of water flow
- Precise activated polymer solution delivery

- Open design for easy maintenance
- Suction lift or flooded suction
- Twist lock fittings
- Selectable emulsion or Mannich polymer

## Applications

- Emulsion, dispersion or Mannich polymer activation
- Coagulant or solution polymer feed
- Water and wastewater treatment
- Clarification
- Sludge dewatering

# ProMix™-M In-line Controls

## Specifications

- Water Inlet: 1-1/2" FNPT
- Polymer Inlet: 1/2" or 1" FNPT
- Product Outlet: 1-1/2" FNPT
- Drain Connection: 1/4"
- Max. Operating Pressure: 100 psig
- Power Supply:
  - DA Models 120 VAC, 1 ph, 60 Hz, 20 Amp
  - PA Models 220 VAC, 1 ph, 60 Hz, 20 Amp
- Motor: 1.5 hp, 115/230 VAC, 1 PH, TEFC, 1725 rpm
- Dimensions: 40" x 34" x 72" (L x W x H)

## Technical data for Diaphragm Metering Pump Systems

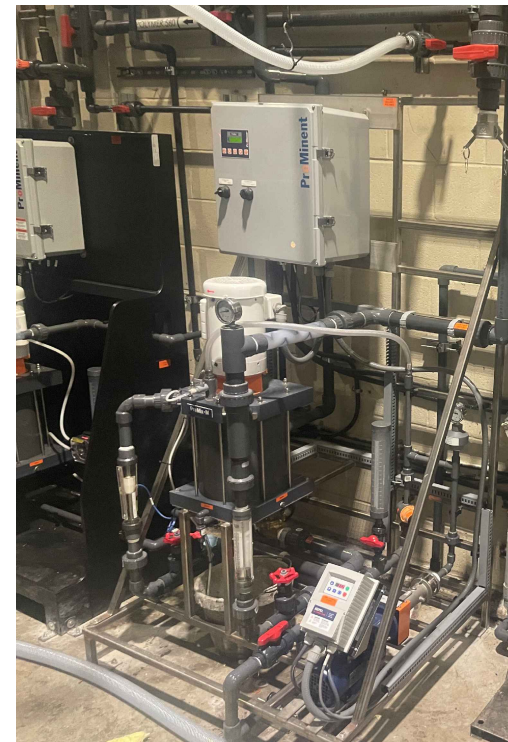
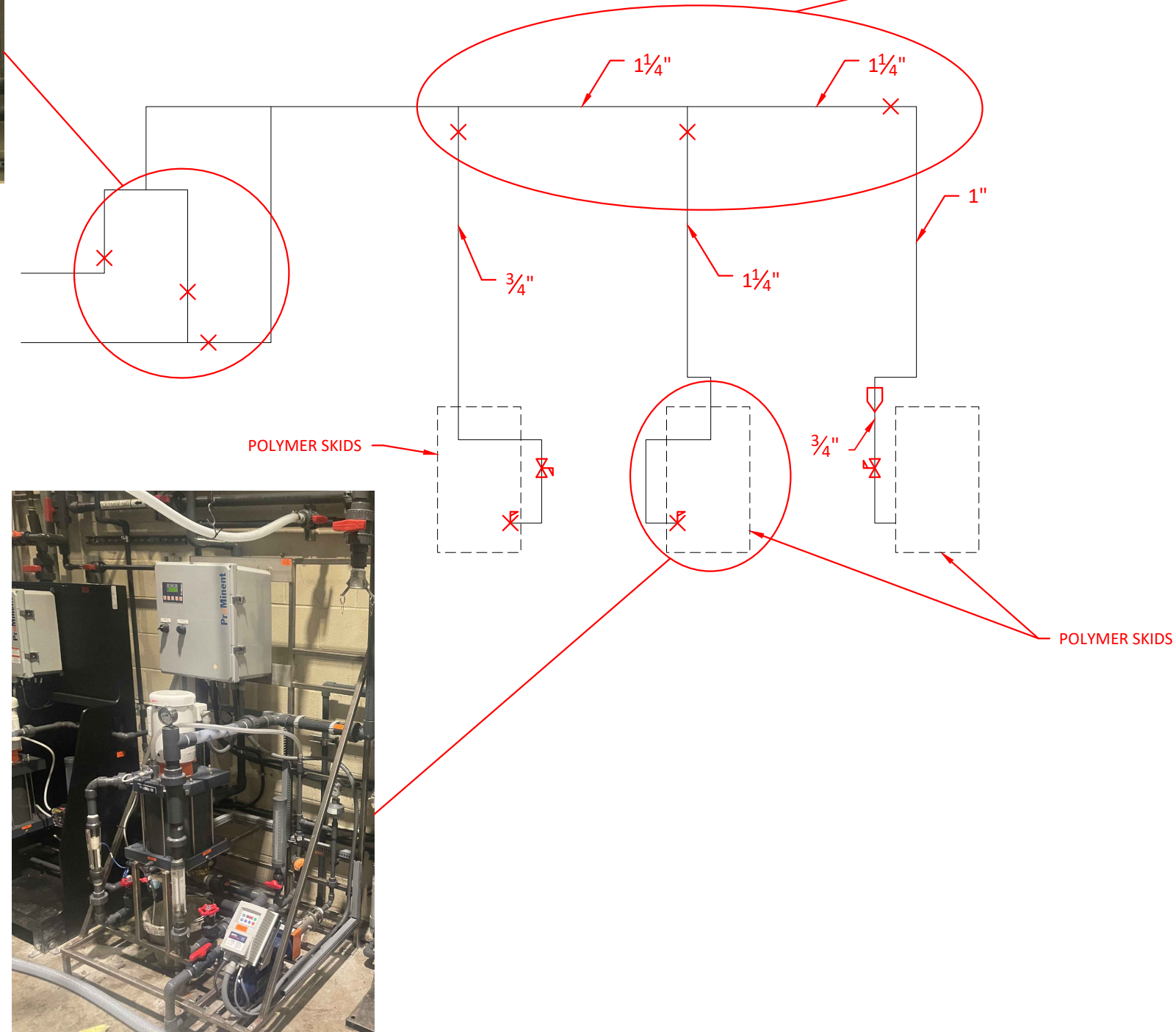
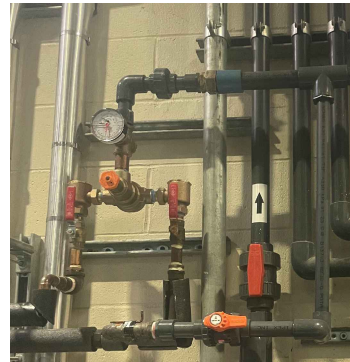
ProMix™-M					
Part Number P/N	Model Number M/N	Primary Dilution gph	Post Dilution gph	Neat Polymer Pump gph	Max. Pump Pressure psig
<b>Diaphragm Metering Pump Systems</b>					
1048367	300x2-2.3DA	300	300	2.3	100
1048368	600x2-3.8DA	600	600	3.8	100
1048369	600x2-6.2DA	600	600	6.2	100
1048370	600x2-10.3DA	600	600	10.3	58
1048371	1200x2-6.2DA	1200	1200	6.2	100
1048372	1200x2-10.3DA	1200	1200	10.3	58
1048373	1500x2-6.2DA	1500	1500	6.2	100
1048374	1500x2-10.3DA	1500	1500	10.3	58

## Technical data for Progressive Cavity Pump Systems

ProMix™-M					
Part Number P/N	Model Number M/N	Primary Dilution gph	Post Dilution gph	Neat Polymer Pump gph	Max. Pump Pressure psig
<b>Progressive Cavity Pump Systems</b>					
1048375	300x2-5.0PA	300	300	5.0	100
1048376	600x2-5.0PA	600	600	5.0	100
1048377	600x2-10.0PA	600	600	10.0	100
1048378	1200x2-10.0PA	1200	1200	10.0	100
1048379	1200x2-24.0PA	1200	1200	24.0	100
1048380	1500x2-10.0PA	1500	1500	10.0	100
1048381	1500x2-24.0PA	1500	1500	24.0	100

**LEGEND**

- ✕ PVC TRUE UNION BALL VALVE
- ✕ BRASS PRESSURE REDUCING VALVE
- ✕ BRASS SOLENOID VALVE
- ⌋ FEMALE CAMLOCK FITTING
- ◊ REDUCER COUPLING
- ≡ UNION



No.	DATE:	REVISION	BY



**DRAKE EXCAVATING (2016) Ltd.**  
 #211 - 20285 STEWART CRESCENT  
 MAPLE RIDGE, BC, V2X 8G1  
 Tel: 604-457-1992

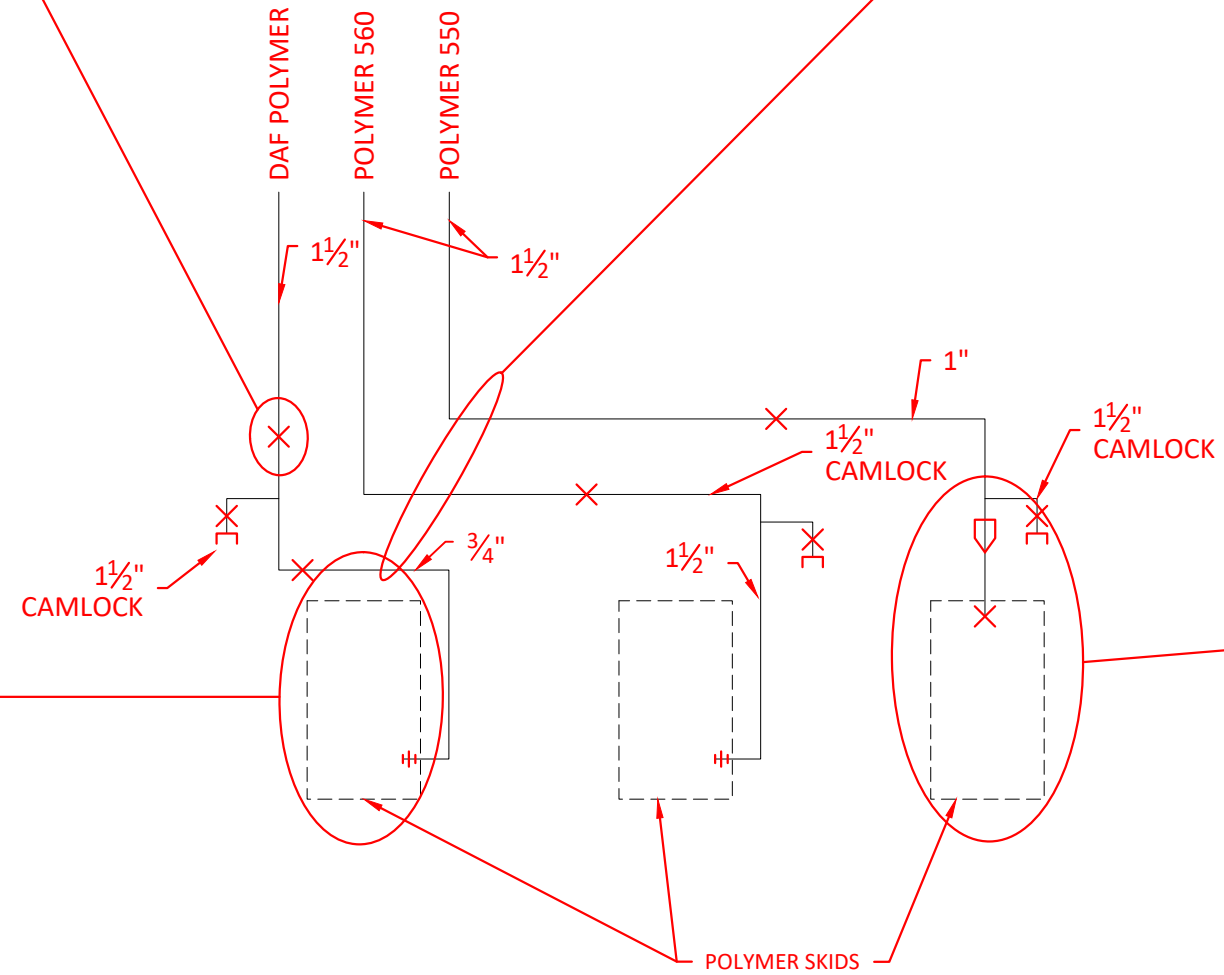
DRAWN BY:	AP
SCALE:	N.T.S
DATE:	JAN 28, 2022

DRAWING TITLE:	POLYMER SYSTEM REPLACEMENT-SCHEMATIC
PROJECT:	SOLIDS HANDLING POLYMER SYSTEM REPLACEMENT WHISTLER, BC

SHEET No:	01
DRAWING No:	01

**LEGEND**

- ✕ PVC TRUE UNION BALL VALVE
- ✕ BRASS PRESSURE REDUCING VALVE
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**DRAKE EXCAVATING (2016) Ltd.**  
 #211 - 20285 STEWART CRESCENT  
 MAPLE RIDGE, BC, V2X 8G1  
 Tel: 604-457-1992


DRAWN BY: AP  
 SCALE: N.T.S  
 DATE: JAN 28, 2022

DRAWING TITLE: POLYMER SYSTEM REPLACEMENT-SCHEMATIC  
 PROJECT: SOLIDS HANDLING POLYMER SYSTEM REPLACEMENT  
 WHISTLER, BC

SHEET No: 02  
 DRAWING No: 01



## Appendix D – Safety Data Sheet

		Page: 1
<b>SAFETY DATA SHEET</b>		Revision Date: 11/26/2020
		Print Date: 12/07/2020
		SDS Number: R1201191
WES-FLOC 7810		Version: 1.2
881354		

## SECTION 1. IDENTIFICATION

### Product identifier

Trade name : WES-FLOC 7810

### Recommended use of the chemical and restrictions on use

Use of the Substance/Mixture : Flocculating agent

<p><b>Details of the supplier of the safety data sheet</b>  Solenis Canada ULC  942 Brant St.  Burlington, ON L7R 3X8  Canada</p> <p>RegulatoryRequestsNA@solenis.com</p>	<p><b>Emergency telephone number</b>  1-844-SOLENIS (844-765-3647)</p> <p><b>Product Information</b>  Contact your local Solenis representative</p>
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## SECTION 2. HAZARDS IDENTIFICATION

### GHS classification in accordance with the Hazardous Products Regulations

Skin irritation : Category 2

Eye irritation : Category 2B

### GHS label elements

Hazard pictograms :




Signal word : Warning

Hazard statements : H315 + H320 Causes skin and eye irritation.

Precautionary statements :

**Prevention:**  
P264 Wash skin thoroughly after handling.  
P280 Wear protective gloves.

**Response:**  
P302 + P352 IF ON SKIN: Wash with plenty of water.  
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

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<b>SAFETY DATA SHEET</b>		Revision Date: 11/26/2020
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881354		

P332 + P313 If skin irritation occurs: Get medical advice/attention.  
P337 + P313 If eye irritation persists: Get medical advice/attention.  
P362 + P364 Take off contaminated clothing and wash it before reuse.

**Other hazards**

None known.

---

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**

Substance / Mixture : Mixture

**Components**


Chemical name	CAS-No.	Concentration (% w/w)
Hydrotreated petroleum distillates	64742-47-8	>= 20 - < 30
Alcohols, C11-14-iso-, C13-rich, ethoxylated	78330-21-9	>= 1 - < 1.5

Actual concentration or concentration range is withheld as a trade secret

---

**SECTION 4. FIRST AID MEASURES**

- General advice : Move out of dangerous area.  
Show this safety data sheet to the doctor in attendance.  
Do not leave the victim unattended.
- If inhaled : If breathed in, move person into fresh air.  
If unconscious, place in recovery position and seek medical advice.  
If symptoms persist, call a physician.
- In case of skin contact : Remove contaminated clothing. If irritation develops, get medical attention.  
If on skin, rinse well with water.  
First aid is not normally required. However, it is recommended that exposed areas be cleaned by washing with soap and water.  
Wash contaminated clothing before re-use.
- In case of eye contact : Flush eyes with water as a precaution.  
Remove contact lenses.  
Protect unharmed eye.  
If eye irritation persists, consult a specialist.
- If swallowed : Do not give milk or alcoholic beverages.  
Never give anything by mouth to an unconscious person.  
If symptoms persist, call a physician.

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<b>SAFETY DATA SHEET</b>		Revision Date: 11/26/2020
		Print Date: 12/07/2020
		SDS Number: R1201191
WES-FLOC 7810		Version: 1.2
881354		


Most important symptoms and effects, both acute and delayed : Causes skin and eye irritation. Signs and symptoms of exposure to this material through breathing, swallowing, and/or passage of the material through the skin may include:  
 stomach or intestinal upset (nausea, vomiting, diarrhea)  
 irritation (nose, throat, airways)  
 Lung irritation  
 confusion  
 irregular heartbeat  
 Convulsions  
 Inhalation of high concentrations of this material, as could occur in enclosed spaces or during deliberate abuse, may be associated with cardiac arrhythmias. Sympathomimetic drugs may initiate cardiac arrhythmias in persons exposed to this material.  
 This material is an aspiration hazard. Potential danger from aspiration must be weighed against possible oral toxicity when deciding whether to induce vomiting.

Notes to physician : No hazards which require special first aid measures.

---

## SECTION 5. FIREFIGHTING MEASURES

- Suitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.  
 Water spray  
 Foam  
 Carbon dioxide (CO2)  
 Dry chemical
- Unsuitable extinguishing media : High volume water jet
- Specific hazards during firefighting : If product is heated above its flash point it will produce vapors sufficient to support combustion. Vapors are heavier than air and may travel along the ground and be ignited by heat, pilot lights, other flames and ignition sources at locations near the point of release.  
 Do not allow run-off from fire fighting to enter drains or water courses.
- Hazardous combustion products : Carbon monoxide  
 Carbon dioxide (CO2)  
 Nitrogen oxides (NOx)  
 Hydrocarbons
- Specific extinguishing methods : Product is compatible with standard fire-fighting agents.
- Further information : Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
- Special protective equipment : In the event of fire, wear self-contained breathing apparatus.

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for firefighters

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## SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed.  
Comply with all applicable federal, state, and local regulations.
- Environmental precautions : Prevent product from entering drains.  
Prevent further leakage or spillage if safe to do so.  
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).  
Keep in suitable, closed containers for disposal.

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## SECTION 7. HANDLING AND STORAGE


- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.  
Do not smoke.  
Container hazardous when empty.  
Smoking, eating and drinking should be prohibited in the application area.  
For personal protection see section 8.  
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.  
Containers which are opened must be carefully resealed and kept upright to prevent leakage.  
Electrical installations / working materials must comply with the technological safety standards.
- Recommended storage temperature : 5 - 25 °C
- Further information on storage stability : No decomposition if stored and applied as directed.

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## SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible	Basis

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			concentration	
Hydrotreated petroleum distillates	64742-47-8	TWA	200 mg/m3 (total hydrocarbon vapor)	CA BC OEL
		TWA	200 mg/m3 (total hydrocarbon vapor)	CA AB OEL
		TWA (Mist)	5 mg/m3	CA AB OEL
		STEL (Mist)	10 mg/m3	CA AB OEL
		TWAEV (Mist)	5 mg/m3	CA QC OEL
		STEV (Mist)	10 mg/m3	CA QC OEL
		TWA	525 mg/m3	CA ON OEL

**Engineering measures** : Provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

**Personal protective equipment**

Respiratory protection : In the case of vapour formation use a respirator with an approved filter.

Filter type : Type A

Hand protection  
Material : nitrile rubber

Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Wear chemical splash goggles when there is the potential for exposure of the eyes to liquid, vapor or mist.


Skin and body protection : Wear as appropriate:  
Impervious clothing  
Safety shoes  
Choose body protection according to the amount and concentration of the dangerous substance at the work place.  
Discard gloves that show tears, pinholes, or signs of wear.  
Wear resistant gloves (consult your safety equipment supplier).

Hygiene measures : Wash hands before breaks and at the end of workday.

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**SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES**


Appearance : emulsion

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Colour : white  
 Odour : hydrocarbon-like  
 Odour Threshold : No applicable information available.  
 pH : ca. 4  
 Melting point/freezing point : No data available  
 Boiling point/boiling range : ca. 100 °C  
 Flash point : > 100 °C

Method: ASTM D92: Standard Test Method for Flash and Fire Points by Cleveland Open Cup.  
 No flash point - Measurement made up to the indicated temperature, pilot light extinguishes.

Evaporation rate : No data available  
 Flammability (solid, gas) : Not classified as a flammability hazard  
 Self-ignition : does not ignite  
 Upper explosion limit / Upper flammability limit : No data available  
 Lower explosion limit / Lower flammability limit : No data available  
 Vapour pressure : The product has not been tested.  
 Relative vapour density : No data available  
 Relative density : No data available  
 Density : ca. 1.0 g/cm<sup>3</sup> (20 °C)  
 Solubility(ies)  
     Water solubility : dispersible  
     Solubility in other solvents : No data available  
 Partition coefficient: n-octanol/water : No data available  
 Decomposition temperature : No data available  
 Viscosity  
     Viscosity, dynamic : 1,000 - 1,500 mPa.s  
     Viscosity, kinematic : > 20.5 mm<sup>2</sup>/s ( 40 °C)

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The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

- Explosive properties : Not explosive
- Oxidizing properties : The substance or mixture is not classified as oxidizing.

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## SECTION 10. STABILITY AND REACTIVITY

- Reactivity : No decomposition if stored and applied as directed.
- Chemical stability : Stable under recommended storage conditions.
- Possibility of hazardous reactions : Product will not undergo hazardous polymerization.
- Conditions to avoid : Heat, flames and sparks.
- Incompatible materials : Strong oxidizing agents  
strong reducing agents
- Hazardous decomposition products : Carbon monoxide  
Carbon dioxide (CO<sub>2</sub>)  
Nitrogen oxides (NO<sub>x</sub>)  
Hydrocarbons

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## SECTION 11. TOXICOLOGICAL INFORMATION

### **Acute toxicity**

Not classified based on available information.

### **Product:**


- Acute oral toxicity : LD<sub>50</sub> (Rat): > 2,000 mg/kg  
Remarks: Information given is based on data obtained from similar substances.

### **Components:**

#### **Hydrotreated petroleum distillates:**

- Acute oral toxicity : LD 50 (Rat): > 5,000 mg/kg
- Acute inhalation toxicity : LC 50 (Rat, male and female): > 5.28 mg/l  
Exposure time: 4 h  
Test atmosphere: vapour  
Method: OECD Test Guideline 403  
Assessment: No adverse effect has been observed in acute inhalation toxicity tests.
- Acute dermal toxicity : LD 50 (Rabbit): > 2,000 mg/kg



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Assessment: No adverse effect has been observed in acute dermal toxicity tests.

**Alcohols, C11-14-iso-, C13-rich, ethoxylated:**

Acute oral toxicity : LD50 (Rat): Expected > 300 - 2,000 mg/kg

**Skin corrosion/irritation**

Causes skin irritation.

**Product:**

Species : Rabbit  
 Method : OECD Test Guideline 404  
 Result : irritating  
 GLP : yes

**Components:**

**Hydrotreated petroleum distillates:**

Result : Mildly irritating to skin

**Serious eye damage/eye irritation**

Causes eye irritation.

**Product:**

Species : Rabbit  
 Result : Mild eye irritation

Remarks : Unlikely to cause eye irritation or injury.

**Components:**

**Hydrotreated petroleum distillates:**

Result : Mildly irritating to eyes

**Alcohols, C11-14-iso-, C13-rich, ethoxylated:**

Result : Corrosive to eyes

**Respiratory or skin sensitisation**

**Skin sensitisation**

Not classified based on available information.

**Respiratory sensitisation**


Not classified based on available information.

**Germ cell mutagenicity**

Not classified based on available information.

**Carcinogenicity**

Not classified based on available information.

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**Reproductive toxicity**

Not classified based on available information.

**STOT - single exposure**

Not classified based on available information.

**STOT - repeated exposure**

Not classified based on available information.

**Aspiration toxicity**

Not classified based on available information.

**Components:**

**Hydrotreated petroleum distillates:**

The substance or mixture is known to cause human aspiration toxicity hazards or has to be regarded as if it causes a human aspiration toxicity hazard.

**Further information**

**Product:**

Remarks : No data available

**SECTION 12. ECOLOGICAL INFORMATION**

**Ecotoxicity**

**Product:**

Toxicity to fish : LC50 (Oncorhynchus mykiss): 10 - 100 mg/l  
 Exposure time: 96 h  
 Remarks: Information given is based on data on the components and the ecotoxicology of similar products.

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia (water flea)): 10 - 100 mg/l  
 Exposure time: 48 h  
 Test Type: static test

**Components:**

**Hydrotreated petroleum distillates:**

**Ecotoxicology Assessment**

Acute aquatic toxicity : No toxicity at the limit of solubility


Chronic aquatic toxicity : No toxicity at the limit of solubility

**Alcohols, C11-14-iso-, C13-rich, ethoxylated:**

**Ecotoxicology Assessment**

Acute aquatic toxicity : Acute aquatic toxicity Category 2

Chronic aquatic toxicity : Not classified based on available information.

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### Persistence and degradability

#### Product:

Biodegradability : Remarks: At natural pHs (>6), the polymer degrades due to the hydrolysis to more than 70% in 28 days.

Physico-chemical removability : Remarks: The product can be eliminated from water by abiotic processes, e.g. adsorption on activated sludge.

### Bioaccumulative potential

No data available

### Mobility in soil

No data available

### Other adverse effects

#### Product:

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.  
Toxic to aquatic life.

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## SECTION 13. DISPOSAL CONSIDERATIONS

### Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.

The product should not be allowed to enter drains, water courses or the soil.  
Do not contaminate ponds, waterways or ditches with chemical or used container.  
Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.  
Dispose of as unused product.  
Empty containers should be taken to an approved waste handling site for recycling or disposal.  
Do not re-use empty containers.

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## SECTION 14. TRANSPORT INFORMATION


### International Regulations

#### **IATA-DGR**

Not regulated as a dangerous good

#### **IMDG-Code**

Not regulated as a dangerous good

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**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code**

Not applicable for product as supplied.

**National Regulations**

**TDG**

Not regulated as a dangerous good

**Special precautions for user**

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

**SECTION 15. REGULATORY INFORMATION**

**The components of this product are reported in the following inventories:**

- TCSI : On the inventory, or in compliance with the inventory
- TSCA : All substances listed as active on the TSCA inventory
- AICS : On the inventory, or in compliance with the inventory
- DSL : All components of this product are on the Canadian DSL
- ENCS : Not in compliance with the inventory
- KECI : On the inventory, or in compliance with the inventory
- PICCS : On the inventory, or in compliance with the inventory
- IECSC : On the inventory, or in compliance with the inventory

**Canadian lists**

No substances are subject to a Significant New Activity Notification.


**SECTION 16. OTHER INFORMATION**

**Further information**

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**Full text of other abbreviations**

- CA AB OEL : Canada. Alberta, Occupational Health and Safety Code (table 2: OEL)
- CA BC OEL : Canada. British Columbia OEL
- CA ON OEL : Ontario Table of Occupational Exposure Limits made under the Occupational Health and Safety Act.
- CA QC OEL : Québec. Regulation respecting occupational health and safety, Schedule 1, Part 1: Permissible exposure values for

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airborne contaminants

CA AB OEL / TWA : 8-hour Occupational exposure limit  
CA AB OEL / STEL : 15-minute occupational exposure limit  
CA BC OEL / TWA : 8-hour time weighted average  
CA ON OEL / TWA : Time-Weighted Average Limit (TWA)  
CA QC OEL / TWA EV : Time-weighted average exposure value  
CA QC OEL / STEV : Short-term exposure value

AICS - Australian Inventory of Chemical Substances; ANTT - National Agency for Transport by Land of Brazil; ASTM - American Society for the Testing of Materials; bw - Body weight; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; n.o.s. - Not Otherwise Specified; Nch - Chilean Norm; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NOM - Official Mexican Norm; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; SADT - Self-Accelerating Decomposition Temperature; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TDG - Transportation of Dangerous Goods; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative; WHMIS - Workplace Hazardous Materials Information System

#### Sources of key data used to compile the Safety Data Sheet


Key literature references and sources of data

SOLENIS Internal data

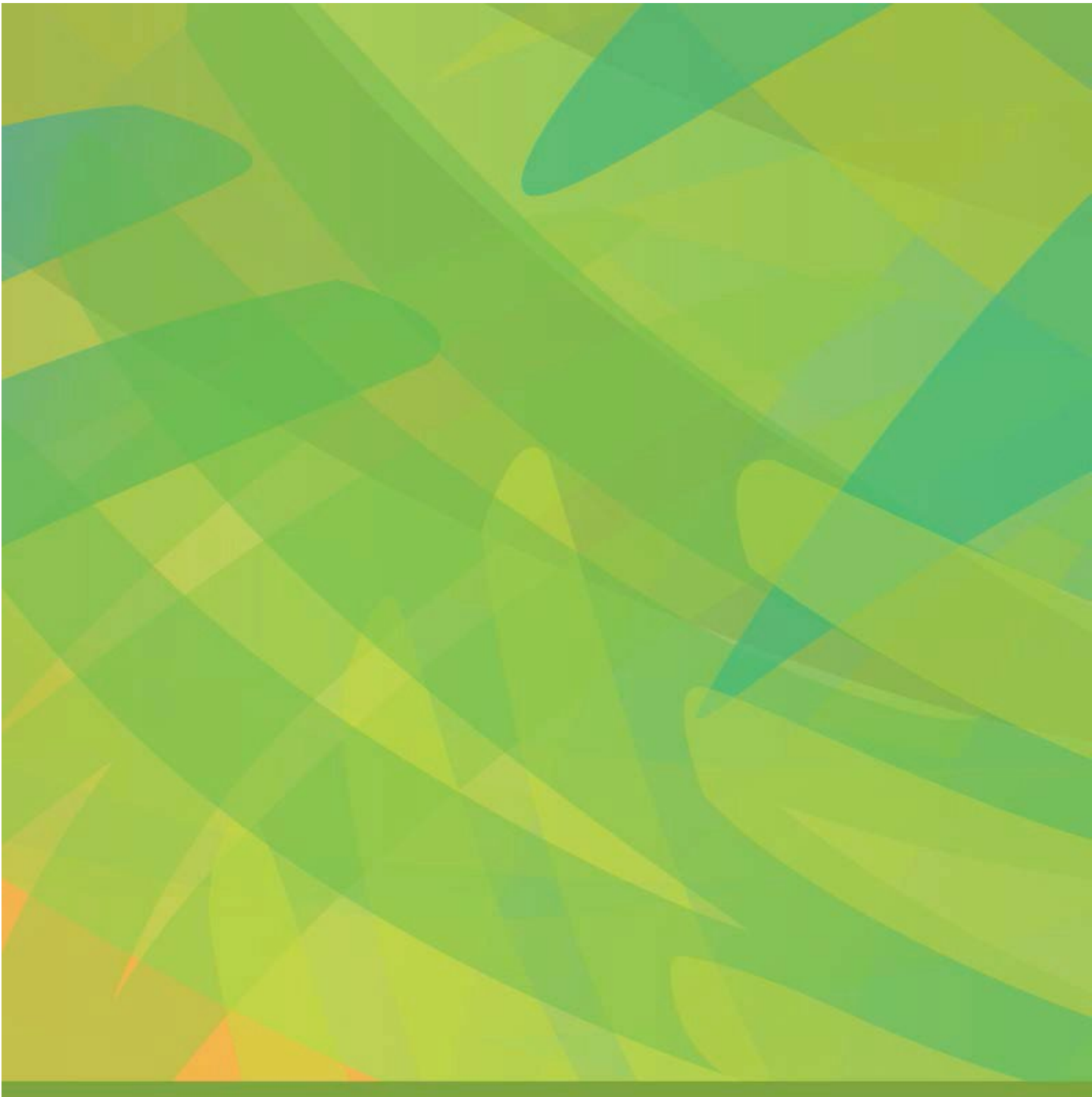
SOLENIS internal data including own and sponsored test reports

The UNECE administers regional agreements implementing harmonised classification for labelling (GHS) and transport.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. This SDS has been prepared by the Solenis Environmental Health and Safety Department.

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