Transport Canada / Transports Canada

Harbours and Ports
Western Region
Suite 540 - 800 Burrard Street
Vancouver, BC V6Z 2J8
Tel. (604) 666-2607
Fax: (604) 666-2692

Your file Votre référence

Our file Notre référence
TMH 7712-779

January 27, 1998

RECEIVED
JAN 30 1998
ISLANDS TRUST

Mr. Gordon McIntosh
Bowen Island Local Trust Committee
200-1627 Fort Street
Victoria, BC
V8R 1H8

Dear Mr. McIntosh:

Re: Pre-Negotiation Contribution Agreement

Please find enclosed a fully executed photocopy of the Contribution Agreement regarding Horseshoe Bay and Snug Cove. We have forwarded same document to Ottawa for registration.

Should you need any information on this subject, do not hesitate to call Marion Davis at 666-2578.

Yours truly,

Michèle Charbonnier
Divestiture Assistant
Harbours & Ports
Pacific Region

Enc.

Canada

PRE-TRANSFER CONTRIBUTION AGREEMENT

TABLE OF CONTENTS

PRE-NEGOTIATION CONTRIBUTION AGREEMENT

THIS AGREEMENT made as of the 26TH day of JANUARY, 1998.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** (hereinafter called **"Her Majesty"**), represented by the Minister of Transport (hereinafter called the **"Minister"**),

OF THE FIRST PART

AND: **THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, and THE BOWEN ISLAND TRUST ~~COUNCIL~~** COMMITTEE RP RB.
(hereinafter called the "**Recipient**"),

OF THE SECOND PART

WHEREAS Her Majesty desires to implement the National Marine Policy which, in provides for the transfer of regional/local ports to local entities;

AND WHEREAS the Minister and the Recipient are desirous of entering into this Agreement for a contribution towards efforts to conduct a Port Transfer Feasibility Study on Horseshoe Bay and Snug Cove (Bowen Island).

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto covenant and agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions

1.01.01 In this Agreement:

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

"Chart" means the table below:

COLUMN 1 DATE OF PAYMENT	*COLUMN 2* AMOUNT
January 6, 1998	$ 17,500
February 6, 1998	$ 8,200
March 6, 1998	$ 6,800
April 8, 1998	$ 7,500

"Contribution" means a payment for a specified purpose which is subject to being accounted for and audited pursuant to this Agreement;

"Independent external accredited accountant" means a person who is a licensed public accountant and is independent of either party to this Agreement;

"Year" means a period of twelve consecutive months commencing on December 1, 1997, unless there is something in the subject matter or context inconsistent therewith.

Section 1.02 Accounting Terms and Principles

1.02.01 All accounting and financial terms used in this Agreement shall, except where otherwise provided either expressly or by necessary implication in this Agreement, be interpreted and applied in accordance with generally accepted accounting principles and generally accepted auditing standards in Canada as they exist from time to time.

Section 1.03 Business Day

1.03.1 If the day on which any act or payment is required to be done or made under this Agreement is a day which is not a Business Day, then such act or payment shall be duly performed or made if done on the next following Business Day.

Section 1.04 Schedules

1.04.01 The document attached hereto as Schedule **"A"** forms an integral part of this Agreement as fully as if it were set forth herein in its entirety.

Section 1.05 Statutes, Regulations and Rules

1.05.01 Any reference in this Agreement to all or any part of any statute, regulation or rule shall, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Section 1.06 Governing Law

1.06.01 This Agreement shall be interpreted in accordance with the laws in force in the Province of British Columbia, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.

Section 1.07 Construed Covenants

1.07.01 All of the provisions and each obligation or agreement of this Agreement, even though not expressed as a covenant, are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

ARTICLE 2 - APPROPRIATION

Section 2.01 Appropriation

2.01.01 Nothing herein contained shall obligate Her Majesty to make any payment under this Agreement unless and until the necessary funds have been voted by Parliament in that behalf.

ARTICLE 3 - TERM

Section 3.01 Term of Agreement

3.01.01 This Agreement shall come into effect on the 16th day of October, 1997 and shall terminate on the 31st of January, 1998 unless sooner terminated in accordance with the provisions hereof.

ARTICLE 4 - CONTRIBUTION

Section 4.01 Contribution

4.01.01 Subject to the terms and conditions of this Agreement, Her Majesty agrees to provide, during the term of this Agreement, to the Recipient a Contribution in the amount set out in Column 2 of the Chart on the corresponding date set out in Column 1 of the Chart.

4.01.02 Payments on account of the Contribution shall not be required to be made unless the Recipient has complied with all the requirements of this Agreement.

ARTICLE 5 - VERIFICATION

Section 5.01 Verification

5.01.01 The Recipient shall, on or before ninety (90) days after the end of the Year, deliver to the Minister in respect of that Year, a certificate of an Independent external accredited accountant, certifying that the Contribution paid to the Recipient in that Year has been applied solely towards Allowable Expenses.

ARTICLE 6 - ALLOWABLE EXPENSES

Section 6.01 Allowable Expenses

6.01.01 The Contribution shall be only in respect of an expense directly related to the purpose(s) contemplated in this Agreement which may include but is not limited to those items listed in Schedule "A" (hereinafter called an "Allowable Expense").

Section 6.02 Ineligible Expenses

6.02.01 An expense shall not qualify as an Allowable Expense if it is any expenditure incurred or paid prior to the commencement of this Agreement.

ARTICLE 7 - ACCOUNTING RECORDS, FINANCIAL REPORTS AND AUDIT

Section 7.01 Contribution Kept in Separate Account

7.01.01 The Recipient shall maintain the funds provided on account of the Contribution in a separate account exclusively dedicated for them.

Section 7.02 Accounting Records

7.02.01 The Recipient shall, during the term of this Agreement, keep records in accordance with generally accepted accounting principles, and shall keep such records separately from any other accounts and records.

Section 7.03 Audit and Inspection

7.03.01 Anything directly related to this Agreement shall be open for audit and inspection during business hours by the Minister, and the Minister may take copies and extracts therefrom.

7.03.02 The Recipient shall furnish to the Minister such information as may be required in connection with the audit and inspection referred to in Subsection 7.03.01.

7.03.03 The requirements referred to in Subsections 7.03.01 and 7.03.02 shall continue to be met for six (6) months after the date of the termination of this Agreement.

ARTICLE 8 - FINAL SETTLEMENT

Section 8.01 Early Termination

8.01.01 Where this Agreement is cancelled by the mutual agreement of both parties hereto or is terminated for cause prior to the end of the term specified in Article 3, the Recipient shall remit to the Minister an amount equal to the product which is obtained by multiplying the Contribution set out in Column 2 of the Chart for that quarter* as prorated over the said quarter, by the number of days remaining in that quarter and an amount equal to the interest on the product at the current Bank of Canada prime lending rate applied over the number of days expired in that quarter.

Section 8.02 Final Settlement

8.02.01 The final settlement of the Contribution shall be made within six (6) months after the date of termination of this Agreement. Any amount as determined in accordance with Section 8.01, any unexpended balance or ineligible expense and any amount of the Contribution repayable to Her Majesty shall constitute a debt due to the Crown, and the Recipient shall repay all such unexpended balance or ineligible expense, and any such amount, forthwith. The Minister may, in his sole and unfettered discretion, in addition to any other remedies available to him, set off such unexpended balance or ineligible expense and any such amount against any monies payable to the Recipient by Her Majesty.

8.02.02 The rights of the Minister under Subsection 8.02.01 shall survive the termination of this Agreement.

ARTICLE 9 - DEFAULT

Section 9.01 Default

9.01.01 If, during the term of this Agreement, the Recipient:

(a) fails to apply the Contribution on account of Allowable Expenses,

(b) becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time relating to bankrupt or insolvent debtors, or is required to wind up or dissolve by any order or resolution, or is unable to meet its liabilities as they become due,

(c) is convicted of any offence against the law, order or regulation of Canada or duly constituted authority thereof or the conditions of any licence, or of being an accessory to any such offence,

and if such offence is committed in connection with the purpose(s) contemplated in this Agreement; or

(d) is in default of any provision of this Agreement and such default shall continue for a period of ninety (90) days after notice by Her Majesty to the Recipient specifying the nature of the default and requiring the default to be remedied,

the Minister may, in addition to any other remedies available to the Minister,

(i) terminate any obligation of the Minister under this Agreement by giving ninety (90) days notice in writing to the Recipient, and

(ii) require the Recipient to repay, forthwith, all or any unearned portion of the Contribution as computed in accordance with Article 8.

ARTICLE 10 - NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Section 10.01 No Partnership, Joint Venture or Agency

10.01.01 Her Majesty and the Recipient expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of Her Majesty or the Recipient shall constitute or be deemed to constitute Her Majesty and the Recipient as partners, joint venturers or principal and agent in any way or for any purpose. The Recipient shall not represent or hold itself out to be an agent of Her Majesty. No party hereto shall have any authority to act for or to assume any obligations or responsibility on behalf of the other party hereto.

10.01.2 The Recipient hereby agrees to indemnify Her Majesty for any liability that Her Majesty incurs by virtue of being found to be liable with the Recipient as a partner of, joint venturer with, or principal of the Recipient. For greater certainty, the foregoing indemnity shall not apply to any claim or liability arising as a result of the act or omission of Her Majesty or Her agent other than those specific acts or omissions that are the basis for the finding that Her Majesty or Her agent is a partner of, joint venturer with, or principal of the Recipient.

ARTICLE 11 - INDEMNITY

Section 11.01 Indemnity

11.01.01 The Recipient shall at all times indemnify and save harmless Her Majesty or any of Her officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suites or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the gross negligence of any officers, servants, employees, or agents of Her Majesty while acting within the scope of their duties or employment.

ARTICLE 12 - ARBITRATION

Section 12.01 Arbitration

12.01.01 Any claim or dispute arising out of or in connection with this Agreement, other than any claim or dispute pertaining to a question of Public Law, shall be submitted by the parties hereto to binding arbitration pursuant to the federal ***Commercial Arbitration Act***. The party requesting such arbitration shall do so by written notice to the other party. The costs of the arbitration and fees of the arbitrator(s) shall be borne equally by the parties. The arbitration shall take place in (City/Town), (Province), before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit to arbitration, then the parties shall each choose an arbitrator who in turn will select a third.

Section 12.02 Arbitration Proceedings

12.02.01 The parties hereto may determine the procedure to be followed by the arbitrator(s) in conducting the proceedings, or may request the arbitrator(s) to do so. The arbitrator(s) shall issue a written award within thirty (30) days of completion of the hearing. The award shall be in such form that it may be entered for judgment in any court having jurisdiction.

ARTICLE 13 - GENERAL PROVISIONS

Section 13.01 Entire Agreement

13.01.01 This Agreement sets forth the entire agreement between the parties hereto concerning the subject matter hereof and supersedes and revokes all negotiations, arrangements, communications, and representations pertaining to the contribution conveyed, (either oral or written) between the parties hereto or their representatives or any other person purporting to represent the Minister or the Recipient. No representation or warranty expressed, implied or otherwise is made by Her Majesty to the Recipient or by the Recipient to Her Majesty except as expressly set out in this Agreement. The Recipient agrees that:

(a) it has not been induced to enter into this Agreement by any representations not set forth in this Agreement;

(b) it has not relied on any such representations;

(c) it has conducted its own due diligence examinations in order to satisfy itself of the full, true and plain disclosure of the facts;

(d) no such representations shall be used in the interpretation or construction of this Agreement; and

(e) no claims, including loss of profits and consequential damages arising as a result of, or from any such representations shall accrue to or be pursued by it and Her Majesty shall have no liability for any such claims.

Section 13.02 House of Commons

13.02.01 No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Section 13.03 Time of Essence

13.03.01 Time shall in all respects be of the essence of this Agreement.

Section 13.04 Notice

13.04.01 All notices or other communications necessary for the purposes of this Agreement shall be in writing and shall be delivered personally or by courier, or shall be sent by registered mail or by prepaid post or sent by facsimile, addressed,

(a) in the case of Her Majesty, to:

Regional Director
Harbours and Ports
Transport Canada

Attention: Loretta Bemister

Telephone: (604) 666-2607
Facsimile: (604) 666-2692

or to such other address or facsimile number or addressed to such other person as the Minister may, from time to time, designate in writing to the Recipient; and

(b) in the case of the Recipient, to:

Name: Erik Lees
Title: Manager of Planning, Parks & Recreation
Address: The Corporation of the District of West Vancouver
750 - 17th Street
West Vancouver, B.C.
V7V 3T3

Telephone: (604) 925-7139
Facsimile: (604) 925-7140

or to such other address or facsimile number or addressed to such other person as the Recipient may, from time to time, designate in writing to the Minister.

13.04.02 Any notice or other communication will be considered to have been received:

(a) in the case of facsimile, on actual receipt, and

(b) in all other cases, on the date of delivery.

If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

Section 13.05 Amendment

13.05.01 This Agreement may be amended by a written agreement signed by both the Minister and the Recipient at any time during the term of this Agreement.

13.05.02 No amendment, variation, addition, deletion (which term includes lining out), rider or other change to this Agreement shall have any force or effect unless it is in writing and unless it is signed by both the Minister and the Recipient.

Section 13.06 Waiver

13.06.01 The failure by any party hereto to insist in any one instance upon the strict performance by the other party hereto of Her or its obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect.

13.06.02 No covenant or condition of this Agreement may be waived by any party hereto except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition and until performed or waived in writing that party shall be entitled to invoke any remedy available to that party under this Agreement or by law, despite the forbearance or indulgence.

Section 13.07 Severability

13.07.01 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties hereto, is to any extent held or rendered invalid, void, illegal or unenforceable for any reason whatsoever, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement, and all the other provisions of this Agreement shall nevertheless continue in full force and effect.

Section 13.08 Assignment, Successors and Assigns

13.08.01 Notwithstanding any other provision of this Agreement,

(a) the Recipient shall not assign its rights or obligations hereunder without providing to Her Majesty prior to such assignment, an agreement executed by the proposed assignee, in a form satisfactory to Her Majesty, acting reasonably, whereby the proposed assignee agrees directly with Her Majesty to be bound by all of the terms, covenants and conditions contained in this Agreement as if such proposed assignee had executed this Agreement, and

(b) the Recipient shall be and remain jointly and severally liable for all obligations to Her Majesty notwithstanding any assignment.

13.08.02 This Agreement shall be binding upon and shall enure to the benefit of Her Majesty and Her successors and assigns and the Recipient and its successors and permitted assigns.

13.08.03 No rights shall enure to the benefit of any transferee or assignee of the Recipient unless the transfer or assignment is permitted or consented to by Her Majesty.

13.08.04 Nothing expressed or implied in this Agreement is intended to or shall be construed to confer on or to give any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Witness

per: Minister of Transport

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER

per: Witness

[N.B. Print name and Title of Authorized Signing Officer pursuant to a Resolution of the Council of The Corporation of the District of West Vancouver attached hereto.]

THE BOWEN ISLAND TRUST ~~COUNCIL~~ COMMITTEE

Per: **Witness**

GORDON MCINTOSH
EXECUTIVE DIRECTOR

[N.B. Print name and Title of Authorized Signing Officer pursuant to a Resolution of the Council of The Bowen Island Trust ~~Council~~ attached hereto.] Committee

CONDUCTING OF THE VOTE

FOR A

SECTION 26 RESOLUTION WITHOUT MEETING

SECTION 26 RESOLUTION WITHOUT MEETING NO. BO-06-98 (Staff to complete)

January 20, 1998

DATE Calling of the Vote Received (Staff to complete)

It was MOVED and SECONDED

THAT the Bowen Island Local Trust Committee authorizes the Executive Director of the Islands Trust to sign the Agreement for the Provision of Consultant Services Agreement and Pre-Transfer Contribution Agreement for the Snug Cove Port Transfer Feasibility Study.

All members of the Local Trust Committee informed of motion: January 20, 1998

(Date faxed to Trustees)

Please vote on the above motion by completing the ballots below:

[X] IN FAVOUR	[X] IN FAVOUR	[ ] IN FAVOUR
[ ] OPPOSED	[ ] OPPOSED	[ ] OPPOSED
Tracy Chambers	Erik Sherlock	
Signature/Phone Approval	Signature/Phone Approval	Signature/Phone Approval
January 20, 1998	January 20, 1998	
Date	Date	Date

Signature of Staff Recording Vote (If Applicable)

RECORDING OF THE VOTE FOR A SECTION 26 RESOLUTION WITHOUT MEETING

1. RECEIVED BY THE ISLANDS TRUST SECRETARY THIS 20 DAY OF January ,1998

SECRETARY'S or DESIGNATE'S Signature

2. LOCAL TRUST COMMITTEE MEMBERS NOTIFIED THIS 21 DAY OF January ,1998

PLANNING CLERK'S Signature

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the Bowen Island Local Trust Committee on the 20th day of January, 1998.

Linda Prowse, Deputy Secretary

F:\WORD\LTC\BOWEN\RWMS\SNUGSTUD.LP

THE CORPORATION OF THE
DISTRICT OF WEST VANCOUVER
750 - 17TH STREET, WEST VANCOUVER, B.C. V7V 3T3

MEMORANDUM

Date:	1997 March 04	Our File: 0160-T1-02
To:	File	See also 1135-6533
Cc:	J. Douglas Allan, Municipal Manager	
From:	M. K. Warwick, Municipal Clerk	
RE:	**Transport Canada Wharf - Horseshoe Bay**	

For the record, this will confirm that at the 1997 February 17 meeting of Council, the report dated 1997 February 10 from the Municipal Manager re Transport Canada Wharf - Horseshoe Bay was received.

A discussion ensued and it was resolved that the Municipal Manager be authorized to enter into a Letter of Intent with Transport Canada and that the Finance Committee of Council work with the Municipal Manager and other staff through this process.

It was further resolved that, once Transport Canada has so agreed, the matter be brought forward for public receipt

MKW/blg

SCHEDULE "A"

ALLOWABLE EXPENSES

This is Schedule "A" to the Contribution Agreement made by Her Majesty the Queen in right of Canada and The Corporation of the District of West Vancouver, and The Bowen Island Trust ~~Council~~ Committee LP as of the 26TH day of JANUARY, 1998.

LB.

Allowable Expenses are defined as per the Transfer Feasibility Study Proposal submitted by the Contractor, namely, Schmidt & Associates, October 24 1997 hereto attached.

AGREEMENT FOR THE PROVISION OF Consultant SERVICES

THIS AGREEMENT made this 19 day of January, 1997

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 - 17th Street
West Vancouver, B.C. V7V 3T3

and

ISLANDS TRUST

(hereinafter called the "Client")

OF THE FIRST PART

AND:

SCHMIDT & ASSOCIATES
1624 Roxbury Place
North Vancouver, B.C. V7G 1Z1

(hereinafter referred to as the "Consultant")

OF THE SECOND PART

WHEREAS

The Consultant submitted a proposal to the Client to undertake a Port Divestiture Study (hereinafter called the "Study"); and the Client agrees to sign a contract and engage the Consultant to carry out the Study,

NOW THEREFORE the parties agree as follows:

1. Term of the Agreement

The agreement shall take effect from the date of this agreement and will remain in effect until such time as the Client advises Consultant of acceptance of the final report, and all invoices related to the charges described herein have been paid in full.

If the Study results indicate that a port transfer is feasible, the Consultant agrees that the Memorandum of Understanding will be submitted to Transport Canada within 100 calendar days of the award of the consulting assignment subject to extensions granted by the Local Steering Committee and by the Regional Manager of the Divestiture Program of Transport Canada.

2. General Duties and Responsibilities of The Consultant

The Consultant will act as the prime contractor and will be responsible for the proper execution of the Study.

The Consultant designates Sandra Schmidt as the Project Manager for the Study.

The Consultant will enable Sandra Schmidt to supervise all administrative and contractual matters pursuant to the Study. The Consultant will provide a team of Consultants (Project Team) to undertake the Study.

The Consultant and the Project Team will undertake the activities and study steps described in the proposal submitted by the Consultant and entitled Snug Cove / Horseshoe Bay - Port Transfer Feasibility Study and dated October 24, 1997.

3. Contract Amount

The Client agrees to pay total fees and expenses, excluding GST, up to an amount of $40,000 to the Consultant for the undertaking of the Study.

The Consultant certifies that the price/rate is not in excess of the lowest price/rate charged anyone else, including the Consultant's most favored customer, for like quality and quantity of service and is subject to verification by government audit, at the Client's discretion, before or after payment is made to Consultant under terms and conditions of the contract. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor shall make repayment to the Client in the total amount found to be in excess.

No increases in the total liability of the Client or in the price of the Work or Services resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Consultant unless such design changes, modifications or interpretations shall have been approved by the Client prior to incorporation into the Work or Services.

4. Milestone Payments

The Consultant will submit invoices indicating when the Study milestones have been completed. The Client will pay the following amounts (including GST) upon completion of each milestone:

No.	Milestone	Amount To Be Paid By Client
#1	Interim Report #1	$ 12,500
#2	Interim Report #2	12,500
#3	Phase 2: Memorandum of Understanding	7,500
#4	Phase 3: Port Transfer Proposal	7,500

Subject To Contribution Agreement Between Department Of Transport And The Client:

The invoices sent by the Consultant to the Client will describe the milestone completed and the amount of payment requested. The invoices will be sent to:

Erik Lees
Manager of Planning
Parks and Recreation
The District of West Vancouver
750 - 17th Street
West Vancouver, B.C.
V7V 3T3

5. General Conditions

The terms and conditions of this contract are subject to the terms and conditions of the proposal dated October, 1997 submitted to the Client by the Consultant. No charges in this contract may be made without the written consent of the Consultant and the Client.

6. Ownership of Product

All products and materials provided to perform the work and any modifications made by the Consultant shall be the property of the Client.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and executed the Agreement the day and year first written above.

SCHMIDT & ASSOCIATES	Witness
S. Schmidt	Norma A. Dallas.
THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER	Witness
ISLANDS TRUST	Witness

SCHEDULE C

REQUEST FOR PROPOSAL

Request for Proposal
Snug Cove - Horseshoe Bay
Port Transfer Feasibility Study

ATTACHMENTS

Appendix A: Statement of Work
Appendix B: Study Area
Appendix C: Description of Port
Appendix D: Draft Memorandum of Understanding / Letter of Intent

STATEMENT OF WORK

The Consultant shall perform the Work as outlined in the Statement of Work, and in accordance with its technical proposal.

PERIOD OF CONTRACT

The Service(s) will be provided during the period November 1, 1997 to March 31, 1998 inclusive.

SUBMISSION OF PROPOSALS

The Bidder is invited to submit a proposal, in seven (7) copies, to fulfill all the requirements of this Request for Proposal ("RFP"). When responding, **3 copies of the proposal are to be submitted to:**

Mr. Peter Frinton
Port Transfer Feasibility Study
Snug Cove Port Divestiture Steering Committee
Bowen Island Parks & Recreation Commission
c/o M7 - 741 Carter Road
Bowen Island, B.C. V0N 1G0

5 copies of proposal to:
Marion Davis, Divestiture Coordinator, Transport Canada, Harbours & Ports, 500 - 800 Burrard Street, Vancouver, B.C., V6Z 2J8

PROPOSAL DEADLINE

Proposals are due by 4:00 p.m., October 24, 1997. Late proposals will not be accepted.

BUDGET

Any resulting Contract for Phase 1 and Phase 2 shall be limited to a maximum budget of $25,000 (GST extra), including travel expenses. Phase 3 shall be limited to a maximum of $15,000. As the level of effort in Phase 3 is dependent on the number of Memorandums of Understanding ("MOU") negotiated, consultants may submit a variable cost estimate for this phase. **Proposals that exceed the overall budget of $40,000 will not be considered for award.**

For budgeting purposes, the consultant should assume no more than two days of public consultations per port including travel (e.g., open houses or public meetings).

The Proposal must include a price breakdown including hourly/daily rates, direct expenses, subcontracts (if applicable), internal costs (e.g., computer usage charges), travel costs, and any other applicable costs.

Also included in your Proposal should be a Payment Schedule. The Payment Schedule should be based on the milestones achieved. The Bidder should include a budget for each milestone to demonstrate that the payment for the milestone is commensurate with its anticipated cost.

The Goods and Services Tax (GST) is to be in addition to the price(s)/rate(s) quoted.

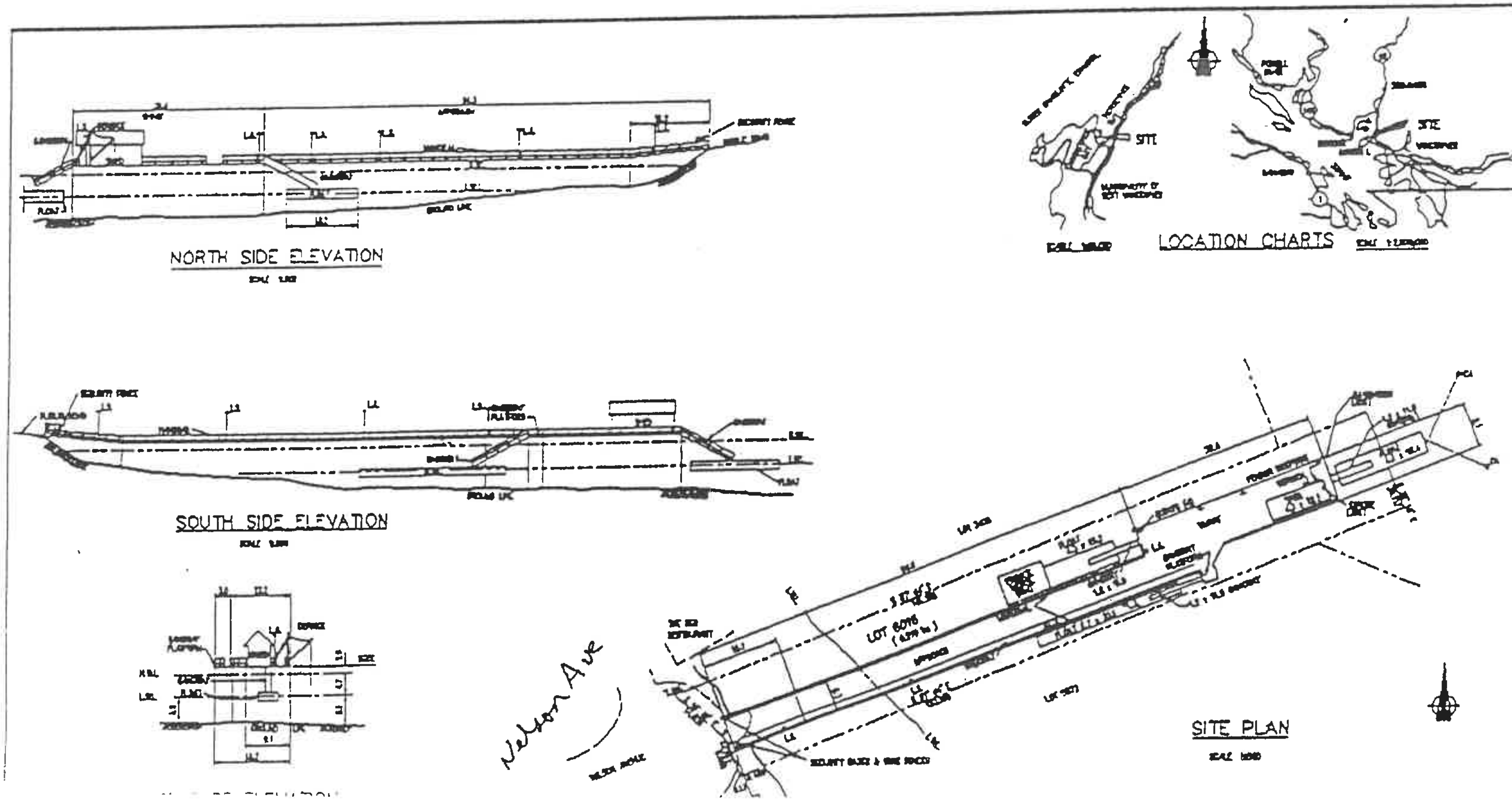
Travel costs will be reimbursed at actual costs incurred, based on rates not in excess of federal Treasury Board Travel Guideline Rates in effect at the time of travel.

Other chargeable costs (external costs) will be reimbursed at cost without mark-up.

REPORTING REQUIREMENTS

The Port Feasibility Study Local Steering Committee (the "Local Steering Committee") consists of the following:

6015?



DESCRIPTION

A. THE STRUCTURE IS LOCATED AT HORSESHOE BAY B.C. ABOUT 17 KM N W OF VANCOUVER.

LATITUDE : [illegible]
LONGITUDE : [illegible]

LOT [illegible] GROUP 1 NEW WESTMINSTER DISTRICT, HORSESHOE BAY, B.C.

B. THE STRUCTURE CONSISTS OF AN APPROACH WITH SECURITY GATES AND WHARF.
A GANGWAY GIVES ACCESS TO A FLOAT SOUTH OF THE APPROACH. TWO GANGWAYS FROM THE WHARF GIVE ACCESS TO FLOATS, ONE EAST OF THE WHARF AND ONE NORTH OF THE APPROACH.
FLOATS ARE MOORED BY DOLPHINS, CONCRETE ANCHORS AND CHAINS.

C. THE ACCESS TO THE STRUCTURE IS FROM A PUBLIC ROAD.

D. THE APPROACH AND WHARF ARE SERVICED WITH LIGHTING, ELECTRICAL AND A FIRE PROTECTION SYSTEM. THERE IS A 2,700 kg DERRICK, A NAVIGATION LIGHT AND A FREIGHT SHED.

E. THE STRUCTURES ARE NOW IN ORDER TO BE USED FOR PUBLIC TRAFFIC.

F. THE LIMITING LOADS ARE:
APPROACH [illegible] AXLE LOAD [illegible]
WHARFHEAD [illegible] AXLE LOAD [illegible]
FLOATS [illegible]

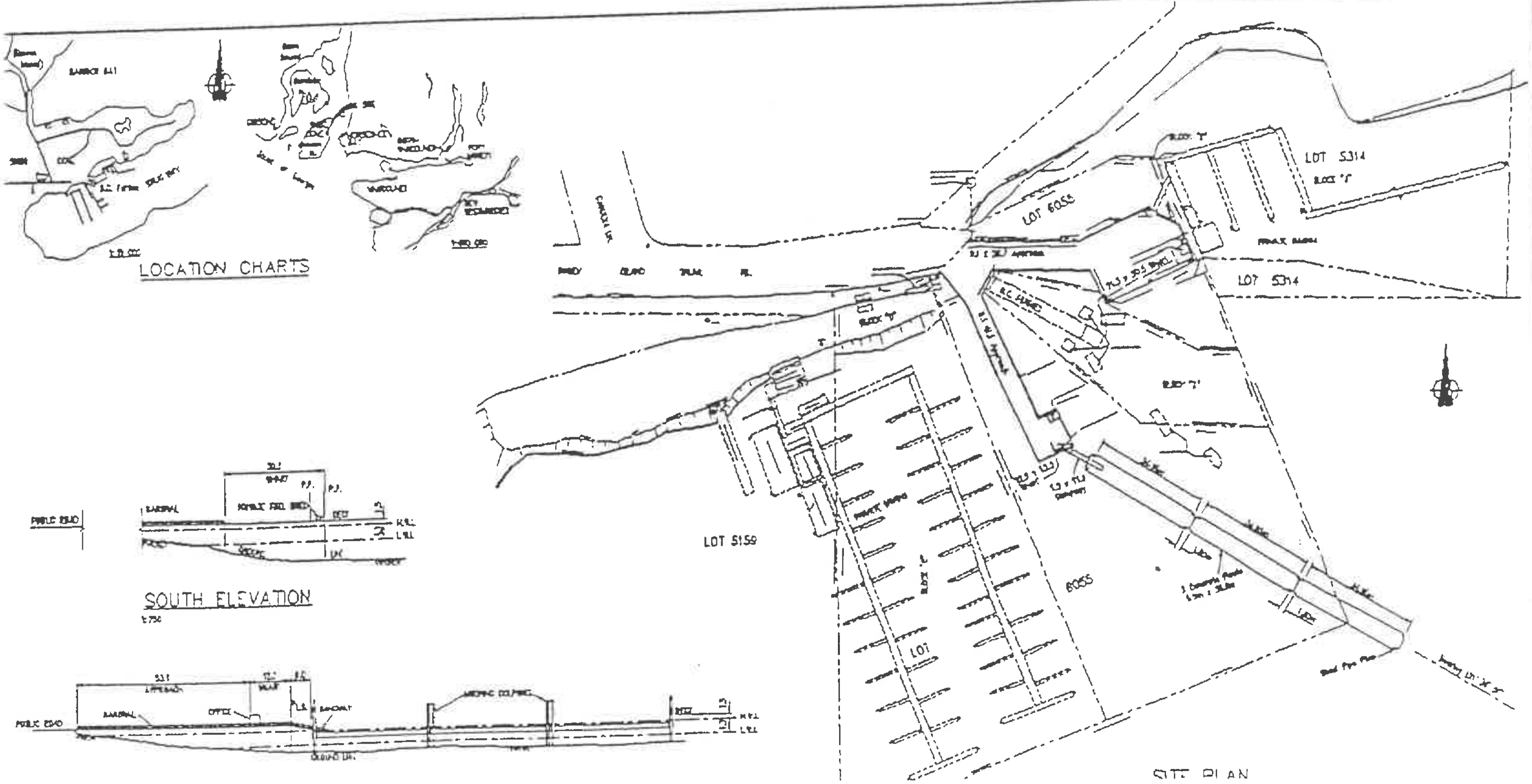
G. COMPLETION DATE : [illegible]
MAJOR REPAIRS - WHARF 1979
FLOATS - 1971
FLOATS - 1987

H. O.I.C. [illegible] APRIL 18, 1947
P.C. [illegible] APRIL 12, [illegible]
P.C. [illegible] AUG.17, [illegible]
O.I.C. [illegible] SEPT.18, [illegible]

REVISION C	DATE [illegible]	REV. BY [illegible]
REVISION C	DATE [illegible]	REV. BY [illegible]
REVISION B	DATE [illegible]	REV. BY
REVISION A	DATE [illegible]	REV. BY
SCALE AS NOTED	DATE [illegible]	DRAWN BY [illegible]
COST CODE [illegible]	FILE No. [illegible]	

TRANSPORT CANADA
HARBOURS AND PORTS
WESTERN REGION

HORSESHOE BAY, B.C.
WHARF AND FLOATS
PLAN & DESCRIPTION



DESCRIPTION

A. THE STRUCTURES ARE LOCATED IN SNUG COVE AT THE END OF PUBLIC ROAD ON THE EAST COAST OF BOWEN ISLAND, HOWE SOUND, B.C.
LONGITUDE 123° 19' 40" W
LATITUDE 49° 22' 47" N
LOT 6055, GROUP 1, NEW WESTMINSTER DISTRICT.

B. THE STRUCTURES CONSIST OF AN IRREGULAR AND A REGULAR SHAPED WHARF AND 2 APPROACHES. A GANGWAY ON THE WEST SIDE WHARF GIVES ACCESS TO 3 FLOATS SECURED IN PLACE BY MOORING DOLPHINS.

C. THE ACCESS TO THE STRUCTURE IS FROM A PUBLIC ROAD.

D. THERE EXISTS ON THE STRUCTURES ELECTRICITY, A GANGWAY LIGHT, A WHARFINGER'S OFFICE, THE PRIVATE FUEL LINES AND A PRIVATE FUEL STORAGE SHED.

E. THE STRUCTURES ARE NOW IN ORDER TO BE USED FOR PUBLIC TRAFFIC.

F. THE LIMITING LOADS ARE
EAST APPROACH: CS-341, AXLE LOAD 103kN
EAST WHARFHEAD: CS-427, AXLE LOAD 128kN
SOUTH APPROACH: CS-341, AXLE LOAD 103kN
SOUTH WHARFHEAD: CS-410, AXLE LOAD 113kN

G. COMPLETION DATE: BEFORE 1911
MAJOR REPAIRS: WHARVES 1960, 1977
FLOATS 1967, 1982, 1986

H. O.I.C. 942, MAY 14, 1946
O.I.C. 27, JAN. 2, 1953
P.C. 1953-18/376, MAR. 1953
O.I.C. 1941, JULY 20, 1956
P.C. 1956-46/1441, SEPT 27, 1956
O.I.C. 777, APRIL 1, 1958
P.C. 1962-NOV 4, 1962

REVISION E	DATE OCT. 11, 1990	REV. BY CH
REVISION D	DATE SEP. 30, 1982	REV. BY CK & [illegible]
REVISION C	DATE JAN. 22, 1982	REV. BY
REVISION B	DATE FEB. 21, 1984	REV. BY
REVISION A	DATE JULY 1986	REV. BY
SCALE AS NOTED	DATE MAR. 1, 1984	DRAWN BY HCR
COST CODE [illegible]	FILE No. 1984-7017	

TRANSPORT CANADA
HARBOURS AND PORTS
WESTERN REGION

SNUG COVE, B.C.
WHARVES & FLOATS
PLAN & DESCRIPTION

7. Letter of Intent Support: We will support the proponent through the necessary stages until the signing of the Letter of Intent (LOI) or until the LOI deadline has passed. Through our work on other port divestiture studies we are well acquainted with the LOI process which will be discussed with the Steering Sub-Committee.

PHASE 3 - PORT TRANSFER PROPOSAL SUPPORT

8. Port Transfer Proposal The consultant will assist the proponent(s) to determine the initial negotiating position/offer with Transport Canada. The preliminary transfer plans from Step 6, above, will be transformed into an official Port Transfer Proposal which will contain an economically viable business plan along with the recommended governance model.

This scheduling of tasks will enable us to achieve the following deadlines (also see Attachment 2):

- Interim Report #1 by December 12, 1997;
- Interim Report #2 (the Business Case) by January 16, 1998;
- the Letter of Intent by February 6, 1998; and
- the Port Transfer Proposal by March 6, 1998, 1997.

In summary, through a process of on-going client communications, public meetings and the preparation of final documents, we can ensure that the study remains on track, and that you have the necessary reference documents to use to assess the feasibility of transfer options for the Snug Cove and Horseshoe Bay port facilities. Next we outline our estimated fees and disbursements for the assignment.

PROFESSIONAL FEES

Based on the tasks outlined in the previous section, our estimated fees for Phases 1, 2 and 3 of this project are $38,000, which is exclusive of disbursements and GST (a summary of consulting days and schedule of fee estimates for the three phases of the project appears below). We have varied the budget breakdown between Phase 1 & 2 and Phase 3 slightly from the RFP ($32,500/$7,500 instead of $25,000/$15,000) to more closely reflect the best use of consulting effort, dollars and time required for each phase. We have found from our experience on other port transfer feasibility studies that a thorough effort on creating the business case, financial projections and governance model for the future of the port facilities is where the most focus is required.

CONSULTING DAYS AND BUDGET			
Project Phase	**Days**	**Budget (Fees)**	**Invoice Dates**
Phase 1 - Demand Assessment & Business Case			
Study Initiation	2.0	$1,400	
Port Site Consultations & Facilities Assessment	10.0	6,700	
Port Demand Assessment. & Public Policy Issues	9.0	6,100	Dec. 12
Business Case	11.0	7,700	Jan. 16
Phase 2 - Letter of Intent			
Governance Model Options	3.0	2,100	
Transfer Plans (including public consultation)	7.0	4,900	
LOI Support	3.0	2,100	Feb. 6
Phase 3 - Port Transfer Proposal			
Port Transfer Proposal	10.0	7,000	Mar. 6
Total	55.0	$38,000	

The budget estimate includes provision for four meetings with the Steering Committee, as indicated in the time line (Attachment 2). It also includes provision for two public meetings near the end of Phase 2 of the study to assist the Steering Committee with the dissemination of the study's findings to each of the local community.

DISBURSEMENTS

Total disbursements are estimated at $2,000 (exclusive of GST).

	EXPENSE CATEGORY	COST ESTIMATE
1	Travel Expenses (i.e. ferry, mileage, etc.)	$300
2	Miscellaneous Office (i.e., secretarial, long distance telephone, fax, courier services, etc.)	1,000
3	Printing and Photocopying	700
	Total Estimated Disbursements	**$2,000**

All charged disbursements will be substantiated by receipts for actual expenses incurred and will be charged at cost. A detailed account of disbursements will be submitted with all invoices.

Photocopying/printing expenses include provision for printing 25 copies of each of the interim and final reports. Furthermore, it is assumed that presentation equipment (i.e. overhead projector, screen) will be available at meetings (when required) and that a reasonable supply of maps and planning reports (OCPs, zoning), financial information, etc. will be available from the District of West Vancouver, the Regional District, Islands Trust and Transport Canada at no direct expense to the project.

CONCLUSION

In conclusion, we have assembled a top notch team with extensive experience in the key areas required. With the team's intimate knowledge of the port divestiture process and a good appreciation for the range of issues pertinent at these locations, we are confident we can add a significant level of depth and understanding to the study. Thus, we are confident we can produce a high-quality product for you.

Should you wish to contact us for any reason during the proposal review process, I may be reached at 929-8797 or Derek may be contacted at 731-0596. We look forward to the opportunity to work with you on this important project.

Best regards,

S Schmidt

Sandra Schmidt
PLANISTICS/SCHMIDT CONSULTING

Attachments
1 - Work Plan
2 - Time Line
3 - Consulting Team Experience Profile and Resumes

SCHEDULE B

CONTRACT BETWEEN

RECIPIENT AND CONSULTANT

APPENDIX C

DESCRIPTION OF PORTS

DESCRIPTION OF PORTS

Horseshoe Bay

Important Facts:
Population: n/a
Wharfinger: Mr. Joseph Chrisolm
Harbour Master: Mr. William A. Lord
Lat: 49°22'36''N
Long: 123° 16' 25''W
Chart: CHS #3481
Real Property: 0.28 ha - Provincial Waterlot
Tenure: Order in Council (from the Province of B.C. to Canada) #726, dated Apr. 15, 1947; #2944, dated Sept. 19, 1967

Horseshoe Bay is located about 17 km northwest of Vancouver.

The structure consists of an approach trestle 94.5m x 6.7m which leads to an irregularly-shaped wharf with a maximum dimension of 39.6m x 9.1m, the shorter dimension being the outer face of the wharf. Three floats are connected to the wharf. A gangway of 11.0m x 1.2m leads from the north rear side of the wharf to a float of 15.2m x 4.3m lying parallel to the approach. From a gangway platform on the south side of the wharf, a gangway of 11.0m x 1.2m leads to a float of 30.5m x 2.7m lying parallel to the south side of the approach trestle. A third gangway of 11.0m x 1.2m leads from the outer face of the wharf toa float of 18.4m x 4.3m which extends along the same axis as the wharf. There is a shed of 12.2m x 4.3m on the wharf and a 2.7 ton crane.

Snug Cove

Important Facts:
Population: 1,450 (1986 Census)
Wharfinger / Harbour Master: **Richard King**
Lat: 49°22'47''N
Long: 123°19'48''W
Chart: CHS#3526
Real Property: 1.01 ha Provincial Waterlot
Tenure: Order in Council #942, dated May 14, 1948; #1841, dated July 20, 1956; #777, dated April 1, 1958 from the Province of BC to Canada

Snug Cove Harbour is located on Bowen Island which is situated to the west, off the coast of B.C. mainland at West Vancouver in Howe Sound. Bowen Island is approximately 3.8 km west of Horseshoe Bay.

The structure consists of two wharves between which lies the BC Ferries Corporation slip. There is a common access to all three facilities. The east wharf has an approach of 27.6m x 9.1m and the slightly irregularly shaped wharf is 30.5m x 21.3m. The west wharf has an approach of 41.1m x 6.1m and a wharf of 12.2m x 12.2m. The gangway of 11.0m x 1.2m leads from the west wharf to three new concrete floats in a straight line measuringa total of 109.8m x 5.5m in total.

APPENDIX D

MEMORANDUM OF UNDERSTANDING / LETTER OF INTENT

REGIONAL/LOCAL PORTS - CONTINUED PORT OPERATIONS - COMMON LAW

LETTER OF INTENT

(insert date)

Minister of Transport
(insert address)

Attention: (insert name and title of Regional Director, Harbours and Ports)

Dear Minister:

Re: (insert name of Port)

In keeping with the National Marine Policy which was released by Transport Canada on December 14, 1995 and which provides for the transfer of regional/local ports to local entities, (insert name of Sender) is desirous of arranging a transfer of the above-mentioned Port (the "Port"), with a view to providing: services that are more cost-effective; local operations that are more responsive to local needs; and levels of service that more closely match local demands.

Recognizing that further discussions and negotiations must now take place before an agreement for such a transfer of the Port (the "Transfer Agreement") could be made, it is understood that the following principles would be applicable in the process:

(a) Port users and local community groups are pivitol to the decision-making process and would be involved in consultations, with a view to achieving a smooth transition in the management, operation and maintenance of the Port;

(b) the Minister would transfer or cause to be transferred, to the local entity, upon such terms and conditions as the Minister and the local entity may agree

(i) the real property (including any ownership interest in such property) or the right to use real property, which real property or right belongs to Her Majesty the Queen in right of Canada ("Her Majesty") and of which Her Majesty has the power to dispose and which real property is

(ii) whatever interest Her Majesty has in the chattels and consumable stock used in the management, operation or maintenance of the Port, and of which interest Her Majesty has the power to dispose, in the condition in which such chattels and consumable stock may be on the date of transfer;

(c) the local entity would comply with all laws and regulations, now or hereafter in force, applicable to the local entity and to the management, operation and maintenance of the Port;

(d) the local entity, entirely on its own behalf and not on behalf of Her Majesty or the Minister would manage, operate and maintain the Port as a regional/local port open to the public, for an agreed period of time after the date of transfer; in accordance with the Transfer Agreement;

(e) the local entity would honour any and all contracts (including but not limited to leases, licences and permits), in respect of the Port, which are in effect on the date of transfer;

(f) the Minister would keep the local entity informed, on a timely basis, through the Regional Director of Harbours and Ports or his/her nominee, with regard to all major contracts, in respect of the Port, that would be entered into or amended after the day on which receipt of this Letter of Intent is acknowledged by the Minister or his authorized representative; and

(g) the Transfer Agreement would set out the legal rights and obligations of Her Majesty, the Minister and the local entity.

This Letter of Intent is non-binding and does not create any enforceable legal or equitable rights or obligations.

No provision in this Letter of Intent will be construed as creating a partnership, joint venture, or principal-and-agent relationship.

The Transfer Agreement will not be binding upon Her Majesty, the Minister, or the local entity, until such time as it has been reduced to writing and has been executed by their duly authorized representatives.

(insert name of Sender) acknowledges that, if it acts to its detriment in reliance on this Letter of Intent or any part thereof, or in reliance on any representations by Her Majesty, the Minister, or any of their officers, employees or agents, it does so without recourse to Her Majesty, the Minister, or their officers, employees or agents.

This Letter of Intent will be valid for a period of twelve (12) months after the day on which its receipt is acknowledged by the Minister or his authorized representative; however, at the sole discretion of either (insert name of Sender) or the Minister, this Letter of Intent may be terminated before the expiry of such twelve (12) month period through a written notice to that effect given by the one to the other.

All notices or other communications necessary for the purposes of this Letter of Intent will be in writing and will be delivered personally or by courier or will be sent by registered mail or by prepaid post, or sent by facsimile, addressed,

(a) in the case of Her Majesty, or the Minister, to:

Regional Director
Harbours and Ports
(insert address)

Telephone: (insert number)
Facsimile: (insert number)

or to such other address or facsimile number, or addressed to such other person, as the Minister may, from time to time, designate in writing to (insert name of Sender) and

(b) in the case of (insert name of Sender), to:

(insert appropriate name and address)

Telephone: (insert number)
Facsimile: (insert number)

or to such other address or facsimile number, or addressed to such other person, as (insert name of Sender) may, from time to time, designate in writing to the Minister.

Any notice or communication will be considered to have been received:

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(b) in all other cases, on the date of delivery.

If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice will be delivered personally or by facsimile.

(insert name of Sender) looks forward to pursuing this matter.

(insert name of Sender)

(insert name and title of person signing)

Receipt of an original of this Letter of Intent
is hereby acknowledged on behalf of Her Majesty
the Queen in right of Canada by the Minister of Transport
or his authorized representative, this (insert date).

(insert name and title of person signing)

REGIONAL/LOCAL PORTS - WITHOUT OPERATING OBLIGATIONS - COMMON LAW

LETTER OF INTENT

(insert date)

Minister of Transport
(insert address)

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Recognizing that further discussions and negotiations must now take place before an agreement for such a transfer (the "Transfer Agreement") could be made, it is understood that the following principles would be applicable in the process:

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(ii) whatever interest Her Majesty has in the chattels and consumable stock situate at the Port, and of which interest Her Majesty has the power to dispose, in the condition in which such chattels and consumable stock may be on the date of transfer;

(c) the local entity would comply with all laws and regulations, now or hereafter in force, applicable to the local entity;

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(insert name of Sender)

(insert name and title of person signing)

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or his authorized representative, this (insert date).

(insert name and title of person signing)

Snug Cove - The Bowen Island Local Trust Committee of the Gulf Islands Trust Council
Draft Memorandum of Understanding / Letter of Intent

REGIONAL/LOCAL PORTS - CONTINUED PORT OPERATIONS - COMMON LAW

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(ii) whatever interest Her Majesty has in the chattels and consumable stock used in the management, operation or maintenance of the Port, and of which interest Her Majesty has the power to dispose, in the condition in which such chattels and consumable stock may be on the date of transfer;

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(a) in the case of facsimile, on actual receipt, and

(b) in all other cases, on the date of delivery.

If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice will be delivered personally or by facsimile.

(insert name of Sender) looks forward to pursuing this matter.

(insert name of Sender)

(insert name and title of person signing)

Receipt of an original of this Letter of Intent is hereby acknowledged on behalf of Her Majesty the Queen in right of Canada by the Minister of Transport or his authorized representative, this (insert date).

(insert name and title of person signing)

Appendix A: Statement of Work

PURPOSE

Consulting services are required to undertake a **Port Transfer Feasibility Study** for two (2) ports located within the Study Area (see Appendix B for maps of the study area and Appendix C for relevant ports). The ports are currently under the jurisdiction of Transport Canada's Harbours and Ports Directorate. The study should enable interested parties to make informed decisions concerning the assumption of responsibility for the ports in the Study Area. The study will be conducted in three phases. The objectives of each phase are as follows:

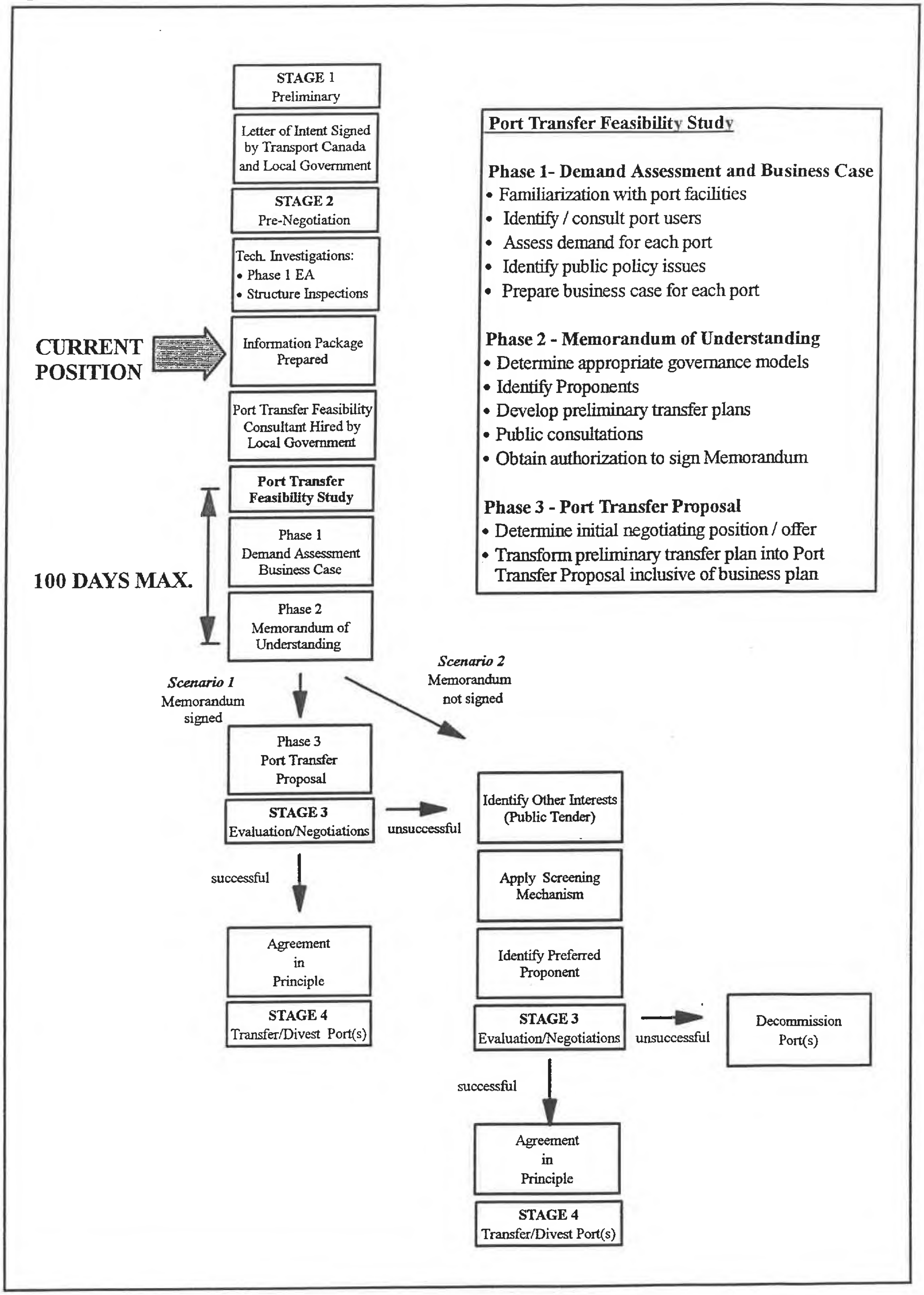
- Phase 1 - The objectives are to: assess the demand for the ports and to identify the most likely future operating scenarios for each port taking into account the local interests, public policy issues and long-term financial viability.
- Phase 2 - The objectives are to establish the interested parties as a Proponent or Proponents for the ports and to gain public acceptance for the preliminary transfer plans. If Phase 2 is successful, Proponent(s) will have signed a **Memorandum of Understanding** ("MOU") which will reference the Proponent's preliminary transfer plans and commit the Proponent to providing Transport Canada with a **Port Transfer Proposal /** opening negotiation position within a fixed amount of time (see Appendix D for a draft MOU).
- Phase 3 - The objectives are to prepare the Proponent(s) for negotiations and to finalize the Port Transfer Proposal.

BACKGROUND

The National Marine Policy ("NMP") announced by the Minister of Transport in December, 1995 is a major component of the federal government's program to modernize and commercialize the Canadian transportation system, while reducing the burden on the taxpayers of Canada.

Implementation of the NMP as it pertains to the port system will allow the federal government to more clearly focus on the federal role on a small number of ports that are of importance to Canada's national and international trade objectives and on those ports which serve basic community needs in isolated communities. The remaining ports, while not performing a national transportation role, may nevertheless be important for local and

Figure 1 - Pacific Region Port Divestiture Process



regional services. This is the basis for the three categories of ports under the NMP, namely: Canada Port Authorities ("CPAs"); Remote sites; and Regional/Local ports.

Regional/Local ports will be transferred to provincial governments, municipal authorities, community organizations, private interests, other groups and, in some cases, other federal departments over a six-year period. In some cases, ports will be transferred as operating ports; in other cases, the sites will be transferred for mixed or other purposes.

In British Columbia, there are 67 Regional/Local ports. These ports are comprised of wharves, floats and other marine structures owned by the federal government and are typically located on a provincial water lot reserved for use for a public port facility under the jurisdiction of Harbours and Ports government. The transfer of these ports as going concerns will involve the divestiture of these physical assets to a local entity. In addition, the operating entity will need to apply to the Province of British Columbia for a Crown land tenure.

The divestiture process initiated by Transport Canada in the Pacific Region is defined in the flow chart presented in Figure 1 (following page).

CONTEXT

There is one public port facility under the management of Transport Canada's Harbours and Ports Directorate in the The Bowen Island Local Trust Committee's region, and one port facility in in the District of West Vancouver, which are to be included in the proposed feasibility study. Some other ports are also managed by the Department of Fisheries and Oceans' Small Craft Harbours Program and by BC Ferries. This terms of references deals with the divestiture of the Transport Canada facilities only.

The Transport Canada port facilities located on Bowen Island and West Vancouver are identified in Appendix C. These ports have been classified by Transport Canada as Regional/Local ports and therefore will be divested based on the NMP.

The Bowen Island facility is used by cruise vessels and other chartered vessels including water taxis to transport passengers to and from the Island. There is a transportation core which operates year-round at the facility, however, the dominant volume of traffic is seasonal. Ninety percent of the float capacity is reserved for emergency services by B.C. Ambulance Service and RCMP patrol boats. Snug Cove harbour is the only means for transportation access to Bowen Island by residents, tourists, and the vehicles providing the goods and services consumed by the Island. B.C. Ferries provides regularly scheduled passenger and vehicular services to the island.

Some of the existing uses of the West Vancouver facility include loading of general cargo, and the floats are used by pleasure craft and water taxis, in part for access to Bowen, Keats and Gambier Islands. The floats are occasionally used by tugs and fishboats.

Since February 25, 1997, a letter of intent has been signed by The Bowen Island Local Trust Committee of the Gulf Islands Trust Council (The BILTC); March 14, 1997 for the Corporation of the District of West Vancouver.

This initiated the process to explore the possibility of community groups assuming responsibility for the port facility in the District. In this way the port would be kept in the public domain and be accessible to the general public.

SCOPE OF WORK

The Port Transfer Feasibility Study will be conducted in three phases. Proceeding to the Phase 2 will be dependent on the outcome of Phase 1. Likewise, proceeding to Phase 3 will be dependent on the outcome of Phase 2.

Phase 1 - Demand Assessment and Business Case

1. The Consultant will become familiar with the port facilities identified in Appendix C by reviewing an information package prepared by Transport Canada, meeting with the Steering Committee and reviewing other relevant documentation. The Consultant will **identify and consult with the port site communities and primary users** of the port facilities and other relevant stakeholders (as identified by or to the Local Steering Committee and the Transport Canada Divestiture Coordinator) to determine the needs and concerns of the local communities and the demand for the facilities both as a going concern and if modified to accommodate other potential uses.

2. The Consultant will apply his/her knowledge of the local economy, demographics, marine traffic projections (including BC Ferry Corporation) and other relevant factors to **assess the demand for each port facility** both as a going concern and if modified to accommodate other potential uses.

3. The Consultant will work with the Local Steering Committees and other local officials to **identify public policy issues** which impact the port facilities under local ownership, whether they continue as a going concern or they are modified to accommodate other potential uses. The Consultant will assist the Local Steering Committees in defining which of the "other potential uses" are acceptable from a public policy perspective (e.g., consistency with Official Community Plans and input obtained from the Ministry of Environment, Lands and Parks and from First Nations). The Consultant will also identify potential job creation and workforce adjustment issues. The Consultant will present findings to the Local Steering Committees in the form of **Interim Report #1**.

4. The Consultant will **prepare a business case for each port facility** based on local ownership if it is operated as a going concern or it is modified to accommodate other "acceptable" potential uses. The business case would describe the services provided and operation requirements of the port as well as preliminary revenue and expense projections. The Consultant will present findings to the Local Steering Committee in the form of **Interim Report #2**. This report should include a clear recommendation on whether or not to proceed to the next phase (i.e., declaring the port transfer as either feasible or not feasible, while noting the consequences and likely future of the port).

Phase 2 - Memorandum of Understanding

5. The Consultant will, while availing him/herself of research provided by Transport Canada on port administration models in other jurisdictions, **determine appropriate governance models** to be considered by the Local Steering Committees. The Consultant will present this information to the Local Steering Committee and assist it in **identifying a logical ownership/administrative group or "Proponent"** for each port. Transport Canada would encourage a single Proponent to emerge for each port.

6. The Consultant will support each Proponent with the **development of preliminary transfer plans**. These plans would address issues of concern to the local community such as hours and type of operation, potential modifications to the facility and services and mechanisms to recover operational costs. These plans would not include information regarding the Proponent's initial negotiating position/offer. The Consultant will assist the Proponent with **public consultations** to gain public support for the preliminary transfer plans.

7. The Consultant will support each Proponent through the necessary stages to sign an MOU. The MOU will identify the Proponent and reference preliminary transfer plans. The MOU will commit the Proponent to providing Transport Canada with an opening negotiation position within a fixed amount of time. The Consultant will **work with each Proponent until the MOU is signed** or the MOU deadline passes.

Phase 3 - Port Transfer Proposal

8. For each signed MOU, the Consultant will assist the Proponent to determine the initial negotiating position/offer and transform the preliminary transfer plans into an official Port Transfer Proposal. The proposal will contain a business plan for each facility.

APPENDIX A

STUDY AREAS

Snug Cove Steering Committee

- Elected Representatives from Islands Trust
- Elected Representatives from the CVRD
- Representatives from community/stakeholders of Snug Cove

Horseshoe Bay Steering Committee

- Elected or Appointed Representatives from the District of West Vancouver
- Staff representation from the Corporation of the District of West Vancouver
- Representatives from community/stakeholders of West Vancouver

Resource People: (non-voting members of Committee)

- Marion Davis, Divestiture Coordinator, Transport Canada (TC)
- Mark Hodgson, Coopers & Lybrand Consulting (Business Consultants to TC)

Each Local Steering Committee will work with the Consultant to ensure local community interests and relevant information are identified and reflected in the investigations being undertaken.

In addition to the required deliverables in the study, the Consultant shall, on a bi-weekly basis, provide a one-page report of progress to the Local Steering Committee.

SCHEDULE

The MOU(s) must be submitted to Transport Canada within 100 calendar (14 weeks) days of the award of the consulting assignment subject to extensions granted by the Local Steering Committee and by the Regional Manager of the Divestiture Program of Transport Canada. Tentative milestone dates are as follows:

- Contract Award: November 14, 1997
- Interim Report #1 Deadline: December 12, 1997
- Interim Report #2 Deadline: January 16, 1998
- Memorandum of Understanding Deadline: February 6, 1998
- Port Transfer Proposal Deadline: March 6, 1998

SELECTION CRITERIA

The Local Steering Committee together with the Transport Canada Divestiture Coordinator will evaluate all submissions received in response to this RFP strictly in accordance with the following weighted selection criteria:

1	**Proposed Approach** • understanding of scope and objectives • overall approach to the work • feasibility of the size of the consulting team • workplan and schedule • realistic estimation of the level of effort required	**30%**
2	**Experience and Relevant Expertise** • demonstrated experience in public consultation • demonstrated experience in working with local governments • demonstrated experience in group facilitation • knowledge of marine infrastructure and port operations • knowledge of marine tourism and local demographics • knowledge of land use planning and municipal zoning • knowledge of First Nations issues • knowledge and demonstrated experience in business planning • knowledge and demonstrated experience in municipal governance	**45%**
3	**Budget** • your firm's fixed price for Phase 1 and Phase 2 and the variable price per MOU in Phase 3	**25%**
	Total	**100%**

In order to be considered for Contract award, proposals must score a minimum of 70% of the maximum points available. Proposals that fail to score the minimum 70% will be declared non-responsive and will not be considered further.

REPLACEMENT OF PERSONNEL

Any resulting Contract will contain the following:

The Consultant shall provide the services of those person(s) identified in its proposal, and any additional employees necessary to perform the Work and provide the services required under this Contract, unless the Consultant is unable to do so for reasons beyond the control of the Consultant.

Should the Consultant, at any time, be unable to provide the employees named above, the Consultant shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Local Steering Committee. In such cases, the Consultant shall notify in writing the Local Steering Committee and provide:

- the reason for the removal of the named employee(s) from the Work;
- the name of the proposed replacement(s);
- an outline of the qualifications and experience of the candidate(s); and
- accepted security clearance certification(s), as applicable.

Such notice shall be sent at least thirty (30) days in advance of the date on which any replacement is to commence work. Any change to the terms and conditions of this Contract which results from a replacement of personnel shall be effected by a contract amendment.

Notwithstanding the foregoing, the Consultant is required to perform the Work and provide the services in accordance with the terms of this Contract.

VALIDITY OF BID

It is requested that proposals submitted in response to this RFP:

- be valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP;
- be signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

PROPOSAL COSTS

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

APPLICABLE LAWS

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in British Columbia and Canada.