



**TOWN OF OLIVER**  
**REQUEST FOR PROPOSALS**  
**for**  
**CO-OP AVENUE DESIGN AND ADMINISTRATION**  
**OLIVER-23-DEVELOPEMENT**

**TOWN OF OLIVER**  
**REQUEST FOR PROPOSALS**  
**[CO-OP AVENUE DESIGN AND ADMINISTRATION]**

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**TWON OF OLIVER**  
**REQUEST FOR PROPOSALS**  
**CO-OP AVENUE DESIGN AND ADMINISTRATION**

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**1. INTRODUCTION**

**1.1. PURPOSE**

The Town of Oliver (Town) is requesting submission of Proposals from qualified Proponents to design and provide construction administration of the Project as described in this RFP and to carry out all work in accordance with this RFP and the terms of the Agreement.

This is a Request for Proposals and is not a contract tender call. No Contract A or any other contractual, tort or other legal obligations are created or imposed on the Town by this RFP or by submission of any Proposal or by considerations of, or failure or refusal to, consider any Proposal by the Town. Further, the Agreement, when executed, is the sole source of any contractual obligation on the Town with respect to the Project.

All Proposals received in response to this RFP will be evaluated and the Proponent judged to be the Preferred Proponent will be selected to enter into negotiations leading to be the Preferred Proponent will be selected to enter into negotiations leading to an Agreement with the Town for this Project.

By submitting a Proposal, a Proponent agrees that if selected as the Successful Proponent, the Proponent will execute the Agreement generally in the form included in Appendix B of this RFP. The Successful Proponent's Proposal or any portion thereof, if accepted by the Town, will form a part of the Agreement.

**1.2. BACKGROUND**

Co-op Avenue from Main Street to Sawmill Road has infrastructure that is critical to the Town's sanitary transmission and drainage network. The water infrastructure located within the project boundaries is critical for surrounding business. The road structure has been deteriorating and requires full reconstruction.

A local business is covering the replacement of half the road structure in front of their business along Co-op Avenue. The local business is making improvements only to the road structure and installing a sidewalk and curb along their frontage.

**1.3. SUPPORTING DOCUMENTATION**

The following material is available as attachments to this RFP document to assist in the preparation of Proposals.

CO-OP AVENUE DESIGN AND ADMINISTRATION  
REQUEST FOR PROPOSALS  
October 31<sup>st</sup>, 2023

Geotechnical report from local business

Design of the local business road improvements

To receive these documents and reports, please email [works@oliver.ca](mailto:works@oliver.ca) and [kmercer@oliver.ca](mailto:kmercer@oliver.ca)

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1. SUBMISSION OF PROPOSALS**

By delivery of a Proposal, the Proponent is deemed to have received, accepted, and understood the entire RFP including any and all Addenda.

Proposals may be submitted by hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address set out above by the Closing Time.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Kelly Mercer, ASCT  
Director of Operations  
Town of Oliver  
5971 Sawmill Road  
Oliver, B.C. V0H 1T0  
Email: KMercer@oliver.ca**

Proposals must be received on or before the **Closing Time** of:

**TIME: 1:30 PM local time**  
**DATE: November 20<sup>th</sup>, 2023**

The Proponent bears all risk associated with delivering its Proposal by electronic submission, including

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy as above.

It is also the Proponent's sole responsibility to ensure their revisions were received, at the e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated

### **2.2. Openings of the Proposals**

There will be no public opening of the Proposals.

### **2.3. INQUIRIES**

All inquiries related to this RFP are to be directed, in writing, to the following person Kelly Mercer. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum at the Town's option

Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Kelly Mercer  
250-485-6216  
kmercerc@oliver.ca

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations, which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Town. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Town directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Town shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Town.

### **3. GENERAL TERMS OF PROPOSAL PROCESS**

#### **3.1. DEFINITIONS**

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“Agreement”** or **“Contract”** means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Town.;

**“Consultant”** means the person(s), firm(s) or corporation(s) appointed by the Town to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

**“must”** or **“mandatory”** or **“shall”** means a requirement that must be met in order for the proposal to receive consideration;

**“Proponent”** means the responder to this RFP with the legal capacity to contract;

**“Proposal”** means a written response to the RFP that is submitted by a Proponent;

**“Town”** means the Town of Oliver;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Town;

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“should”** or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement

**“Work”** means and includes anything and everything required to accomplish the project in accordance with this RFP and Proposal.

### **3.2. ACCEPTANCE OF TERMS AND CONDITIONS**

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A person authorized to sign on behalf of the Proponent must sign the Proposal.

### **3.3. PROPOSAL PREPARATION COSTS**

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Town, or any of its member municipalities, will be accepted. The Town shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

### **3.4. PROPOSAL EVALUATION**

The Town recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore the Town may prefer a Proposal with a higher price, if it offers greater value and better serves the Town’s interests, as determined by the Town, over a Proposal with a lower price.

Appendix A contains the information regarding how Proposals will be evaluated.

The Town, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,



- request points of clarification to assist the Town in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

### **3.5. PROPOSAL PRESENTATION**

The Town reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Town, to make an oral presentation to the Town.

### **3.6. NO CONTRACT**

This RFP is not a tender and does not commit the Town in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Town by this RFP or submissions prior to the completed execution of a formal written Contract.

### **3.7. NO OBLIGATION TO PROCEED**

The Town fully intends at this time to proceed with the proposed project, however the Town is under no obligation to proceed to award of the Contract. The receipt by the Town of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Town.

There is no guarantee by the Town that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the Town for the purchase of the equipment, service, or project.

### **3.8. NEGOTIATION WITH PREFERRED PROPONENT**

The Proponent that submits the most advantageous Proposal may be awarded the Contract. The Town reserves the right to accept or reject all or parts of the Proposal; however, the Town is not precluded from negotiating with the preferred Proponent to modify its Proposal to best suit the needs of the Town.

The Town will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Town considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the Town is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

### **3.9. ACCEPTANCE OF PROPOSAL**

Following acceptance of the Proposal, the agreement that the successful Proponent will be expected to execute with the Town will contain terms similar to those provided in Appendix B.

### **3.10. LIABILITY FOR ERRORS**

While the Town has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Town, not is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work

### **3.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION**

All submissions become the property of the Town and will not be returned to the Proponent. The Town will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Town is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

### **3.12. CONFLICT OF INTEREST**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town, its elected or appointed officials or employees, any property ownership direct or indirect in the project area. The Town may rely on such disclosure.

### **3.13. NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

### **3.14. NOT AN EMPLOYEE**

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Town or is in

any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Town under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the *Employment Standards Act* of British Columbia (as amended from time to time), the *Workers Compensation Act* of British Columbia (as amended from time to time), the *Employment Insurance Act* of Canada (as amended from time to time), health pay contributions or otherwise.

### **3.15. LITIGATION**

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Town in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

#### **4. GENERAL PROPOSAL CONTENT**

##### **4.1. CONSULTANT INFORMATION**

- **COMPANY INFO:** Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager who will be the single point of contact, and responsible for direct interaction with the Town. Describe the work to be performed by the project manager and his/ her qualifications and substantive experience directly related to the proposed Work.
- **PROPOSED PROJECT TEAM:** The Proposal shall list key individuals including the project manager and sub-consultant(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of education and substantive experience directly related to the proposed Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed

The Proposal shall include the following endorsement:

*“Identified Key Project Team members shall only be replaced with written approval of the Town.”*

- **REFERENCES:** The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.
- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Consultant and project team. It is the Proponent’s responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule and budget.

##### **4.2. SUBCONTRACTORS AND SUBCONSULTANTS**

The Proposal shall include the company name of all subcontractors and subconsultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors and subconsultants listed in the Proposal may not be changed without the written consent of the Town. If the Town so requires, the Proponent shall be prepared to confirm to the Town the competence of subcontractors and subconsultants prior to acceptance of the Proposal.

##### **4.3. METHODOLOGY**

The Proposal shall contain an outline of strategies and skills that will be used to manage the project’s expectations, resources, budget and to ensure quality control. The methodology must discuss how the Work will be completed that is listed in Scope of Work. Include other items identified and what

services or interaction is required from/ with the Town.

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project, specifically an understanding of the project critical issues and fixed budget.

#### **4.4. SCHEDULING**

The Proposal shall contain a proposed work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings.

#### **4.5. FEES AND DISBURSEMENTS**

The Proposal shall contain a breakdown of fees by task.

#### **4.6. PROPOSAL CONTENT & INNOVATION**

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject.

#### **4.7. SAFETY REQUIREMENTS**

During completion of the work, the Consultant is required to meet or exceed at all times, any requirements as detailed at the place of Work, which includes but not limited to all OHS regulations or standards. Prior to any onsite work, the successful Consultant will provide their Health and Safety Manual to the Town and participate in a site orientation with the Town.

#### **4.8. WORKERS COMPENSATION ACT**

The Proponent, and any proposed subcontractors and subconsultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

## **5. PROJECT WORK**

While the Town has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

The selected Consultant will meet with the Town to determine a finalized work plan and discuss any proposed optional items. This will include a review of responsibilities, expectations, and establishment of timelines for the various stages of the project.

While the Town has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

### **5.1. SCOPE OF PROJECT WORK**

The scope of the Work includes the provisions of the full and complete design and all materials and performance of all work necessary and appropriate for the construction of the Project as described in this Section and provided in the Agreement.

At a minimum, the work will be expected to include engineered design drawings, specifications, installation details, estimated cost, communications, tendering, construction services, field reviews, material testing, lot service cards and as-constructed drawings for all work within the project. Group specific work items together into main components of the work – Design Phase, Construction Phase and Post-Construction/Close-out Phase. The items listed below are minimum expectations but are not an exhaustive list of all tasks required.

The Consultant is to provide a pre-design, detailed design, tender ready package of engineering design drawings and specifications, and construction services for the construction activities on Co-op Avenue.

The design should consist of road grading, water infrastructure, sanitary infrastructure, drainage infrastructure, plan and profiles but not limited to the following design objectives (to be confirmed during the predesign phase):

## 5.2. SCHEDULING

The Proposal shall contain a work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverable for each of the required tasks, including any proposed meetings.

It is anticipated that the award of the project will occur after approval is received at the December 5<sup>th</sup> Town Council meeting.

The Town has established the following preliminary baseline schedule for the project. Any advancement of the times indicated are desirable and would be welcomed by the Town.

| <b>Task</b>             | <b>Completion Date</b> |
|-------------------------|------------------------|
| Award to Consultant     | December 5, 2023       |
| Topo Survey             | December 15, 2023      |
| 30% Design Submission   | December 22, 2023      |
| 60% Design Submission   | January 5, 2024        |
| 90% Design Submission   | January 15, 2024       |
| Tendering               | January 24, 2024       |
| Tender Award            | February 7, 2024       |
| Construction Start      | February 19, 2024      |
| Construction Completion | June 30, 2024          |

The Proponent should plan their work to conform to this or their improved schedule. The Town will provide information and responses to the Consultant in a timely manner so as not to impact the schedule.

## 5.3. PROJECT MANAGEMENT

Provide project management services throughout all project phases in cooperation with the Town project manager. Items required during the performance of the work include the following, at a minimum:

- The Consultant shall manage the project schedule, resources and budget very closely through all phases of this Work. To facilitate Project Management, the Consultant shall identify specific milestones, generate action plans, set completion dates of the various milestones, track the progress of each task and indicate how budget control is to be exercised.
- Deliverable: The Consultant shall provide written reports to the Town summarizing the progress to date in comparison to the baseline schedule, project constraints, delivery dates, outstanding items, project budget, and any corrective actions that will be implemented to maintain the approved schedule.
- Consultant shall identify any equipment for which pre-purchase by the Town would be

recommended to meet the schedule requirements.

#### **5.4. PRE DESIGN PHASE**

1. Gather and review all available information required to complete this project from past reports, other utilities, proposed works from business's engineering firm, specific provincial mapping details, Town development procedures bylaws and the like.
2. Conduct any survey work as required for design and layout.
  - Liaise with the Town's Engineering Department to ensure the required data formats are received at the end of the project.
3. Identify all permits and approvals that must be applied for and prepare the necessary applications for submission by the Town to any and all regulatory agencies and third party utilities for approvals.
4. Prepare a pre-design report of design approach and cost estimate. Include details on any decisions required by the Town prior to proceeding to detailed design.

#### **5.5. DETAILED DESIGN**

1. After approval of the Pre-design report, prepare detailed design drawings following Town's specifications and submit to the Town and any technical advisors for review and comment. Make all revisions as required.
  - The design work shall be in accordance with all applicable codes and standards and shall reflect good engineering practices and procedures. Along with, Town of Oliver Standard Drawings.
2. Drawings, specifications and estimates should be provided at the 60% (Class D estimate) and 90% (Class A Estimate) stages for review.
  - Electronic and two full size hardcopy sets of drawings shall be provided for review by the Town at each stage.
3. Finalize design drawings and specifications suitable for tendering.
  - All final drawings, specifications and schedule of quantities and prices sheet shall be provided in electronic editable format to the Town.
4. Final documents to be sealed by the Engineer-of-Record per EGBC requirements.
5. Provide a detailed pre-tender cost estimate based on the Schedule of Quantities and Prices reflecting the form of contract and including appropriate contingency allowances reflecting



known risks, the nature of the project and uncertainties.

6. Provide an updated estimate for construction services, if needed, for the Consultant's tasks if construction time or other items influencing scheduling vary from the original Proposal.
7. Prior to construction, prepare a complete video and photographic log of the work areas.

#### **5.6. TENDERING PERIOD SERVICES**

The tender documents are to provide all specifications, schedule, workmanship, testing & reporting requirements and all other requirements including the protocol for the assumption of responsibility for any pre-purchased equipment and the commissioning of the finished project.

The tender documents shall also address the issue of contractor performance, which shall be based upon discussion and agreement with the Town during the design process and shall consider operational risks and/or additional costs to the Town in the event of late completion.

Tendering services will be provided as follows:

1. Submission of appropriate draft tender documents to the Town for review and comment.
2. Complete edits to the tender document as required from the reviews.
3. Preparation of document for tender advertisement. The Town will post the advertisements.
4. Provide a complete set of final tender documents in digital format plus 5 hard copy sets to the Town for tendering of the project.
  - a. The Town will manage the issue of tender documents and will also receive and record tender submissions.
5. The Consultant will chair a mandatory pre-tender meeting for the project at the project site.
6. Provide tender administration services including, but not limited to, responding to tender questions, issuing addenda, and preparing tender evaluation memo for award recommendation.
7. Preparation of contract documents for the Town and the successful Contractor.

#### **5.7. CONSTRUCTION PHASE**

Provide all construction services as required including, but not limited to, contract administration and inspection services. Provide all necessary supervision to successfully conclude the project and bring the new Works into service.

#### **Construction Services**

- Contract Administration following the signed contract documents and terms.
- Coordinate execution of the Contract commencing with issue of the notice to proceed.
- Hold a pre-construction meeting with the Owner, Contractor and Engineering team.
- Chair weekly construction meetings and record and distribute minutes within 48 hours complete with action items and responsibilities.
- Provide advisory services with respect to interpretation of the Contract and oversee schedule and performance.
- Review and make recommendations on progress draws.
- Coordinate with the Town and the Contractor and external agencies.
- Follow Town and industry standards (AWWA) throughout the project for materials supply, installation procedures and testing of materials and facilities.
- Provide an estimate of hours and rates for the above contract administration services proposed to be provided for the given 5-month construction period. Actual payment will be based upon a pro-rated weekly payment commencing on date of issue of the notice to proceed and concluding on the date on which total performance is achieved.
- The Town understands that estimating a construction period timeframe and amount of work required is difficult at this stage of the project.
  - For the purposes of the Proposal assume construction will require approximately 5 months and will require a part-time inspector services.
  - Any updates required after design completion due to variations will be discussed prior to tendering of the construction contract(s).

#### **5.8. POST-CONSTRUCTION / CLOSEOUT PHASE**

- Prepare all record drawings and service cards based on actual construction within one month of Total Completion of the construction works.
- Complete project close-out, including a debrief meeting to review project as a whole.

The above list of phases and tasks presented in the last three sections are not all inclusive of items required for completion of the Work. Any items not listed, but are required based on your expertise; please ensure they are included in the Proposal.

Town may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing an Agreement.

## **6. REPORTING REQUIREMENTS**

Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, project management information and tracking, assessments and other documents created for the purpose of this project, will be provided on a usb stick to the Town. Some specific reporting requirements are detailed in the following sections.

### **6.1. DOCUMENTS**

Biweekly written status updates to the Town project manager will be required throughout the entire project through email or memo. At critical points in the project, the updates may be required weekly.

The Town will require fully editable electronic copies of the draft and final packages in formats that are compatible with the software available at the Town (i.e. Microsoft Word, Excel, CAD, and PDF files). The files will not be password protected.

All finalized reports must be submitted in two hard copies as well as provided electronically. Draft reports can be reviewed electronically and do not require hard copies.

Security settings on all final documents/drawings must not prevent copying text or graphics or extracting/adding pages. The files will not be password protected.

### **6.2. DRAWINGS**

Data in a GIS format (file geodatabase or shapefile) with required attributes populated. A list of attributes will be determined for each feature type during design.

Drawings shall meet standards acceptable to the Town's Geographical Information Systems (GIS) department and be prepared and presented in SI units and use Geodetic datum and UTM Nad 83 coordinates.

All drawings shall also be drawn, saved and provided in DWG and PDF format.

All drawings shall be reviewed and approved by a Professional Engineer registered in the Province of British Columbia.

Two paper copies of the record drawings shall be provided in large-scale format.

### **SAFETY PROCEDURES**

Prior to the start of the project, the successful Proponent is required to supply the Town with their safety procedure manuals. At this time the Proponent will also be informed of the Town's safety requirements. During the progress meetings, safety issues must be discussed and addressed and included in the meeting minutes.

## **7. FEES AND DISBURSEMENTS**

The Proposal shall specify a maximum or upset fee up to and including the completion of field reviews. The maximum costs or upset fees will include all taxes, labour, equipment, sub-consultant expenses, permits, approvals and disbursement costs.

Any costs incurred by the Consultant above the submitted maximum cost will be the sole responsibility of the Consultant unless pre-approved by the Town.

An estimate of cost for tendering services and construction services shall be identified in the proposal. Include identification of all work that would be required by the Town.

For tendering services, the estimate shall include a lump sum amount for tender document preparation and the entire tendering process up to recommendation of award and contract document preparation. Advertising costs for tendering will be the responsibility of the Town.

Construction services estimate should be provided in a hourly breakdown format that includes all appropriate staff and equipment fees.

A schedule of hourly rates for all personnel, equipment and disbursement rates (includes transportation expenses) for the project shall be included in the Proposal. The rates provided in the Proposal shall remain at these set rates through the entire design and tendering phases.

Any increase in the hourly rates provided for work during the construction and close-out phases of the project can only be negotiated prior to the end of tendering, at the beginning of the construction phase. Once the tender has been awarded, no consideration will be given to an increase in hourly unit rates for the remaining project work.

Fees must include all applicable taxes, but show taxes as separate items. All prices quoted to be in Canadian dollars.

The obligations of the Town to the Builder's Lien Act of British Columbia will be applied to the payment for the Work as required.

**APPENDIX “A”**

**REQUEST FOR PROPOSALS EVALUATION FORM**

|   |  |                 |        |
|---|--|-----------------|--------|
| Proponent’s Name: _____                               |  |                 |        |
| Project Title: CO-OP AVENUE DESIGN AND ADMINISTRATION |  |                 |        |
| Evaluation Date: _____                                |  |                 |        |
| Evaluator: _____                                      |  |                 |        |
| Step 1:   |  | YES             | NO     |
| Mandatories   | Proposal received prior to closing   |                 |        |
|   | Subconsultant list submitted   |                 |        |
|   | Project Manager identified   |                 |        |
|   | Proposed schedule included   |                 |        |
|   | Reference List   |                 |        |
|   | Hourly rates provided  |                 |        |
|   | Maximum or upset fee included  |                 |        |
|   | Complete proposal as requested   |                 |        |
| Step 2:   |  | Assigned Points | Points |
| Proponent (15-30 points)                              | Qualifications of firm and project team members  | 10              |        |
|   | Experience of firm and project team members  | 10              |        |
|   | Past Performance / References  | 5               |        |
|   | Resources  | 5               |        |
| Proposal (30-50 points)                               | Scope  | 5               |        |
|   | Methodology  | 15              |        |
|   | Environmental Performance  | 5               |        |
|   | Scheduling   | 10              |        |
|   | Project Team - Level of Effort   | 5               |        |
|   | Clarity of Proposal  | 10              |        |
| Price (20-50 points)                                  | Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight) | 20              |        |
| Total Score   | Proponent + Proposal + Price Scores  | 100             |        |

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

### **Proponent Evaluation**

- (i) **Qualifications of Firm and Project Team Members**  
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) **Experience of Firm and Project Team Members**  
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) **Past Performance**  
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) **Resources**  
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

### **Proposal Evaluation**

- (i) **Scope**  
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) **Methodology**  
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) **Environmental Performance [see criteria below]**  
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?
- (iv) **Scheduling**  
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference) Are problems or delays accounted for? Is timing realistic for the project?
- (v) **Project Team**  
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) **Clarity of Proposal**  
Is the Proposal clear, concise, and logical?

### **Price Evaluation**

- (i) **Total Price**

4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each

CO-OP AVENUE DESIGN AND ADMINISTRATION  
REQUEST FOR PROPOSALS  
October 31<sup>st</sup>, 2023

Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.



## APPENDIX "B"

### SAMPLE CONSULTING SERVICES AGREEMENT TERMS

#### *SECTION 1. INTERPRETATION*

1.1 For purposes of this Agreement, except as otherwise expressly provided:

- (a) Section—all references in this Agreement to a designated "section" or other subdivision or to a Schedule is to the designated section or other subdivision of, or Schedule to, this Agreement;
- (b) Whole Agreement—the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision or Schedule;
- (c) Headings—any headings have been inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (d) Non-limiting—the singular of any term includes the plural, and vice versa; the use of any term referable to a particular gender is equally applicable to any gender and, where applicable, a body corporate; the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language, such as "without limitation" or "but not limited to" or words of similar import is used with reference thereto).

#### *SECTION 2 CONSULTANT'S DUTIES*

- 2.1 The Consultant shall provide and has agreed to provide to the Town of Oliver (Town) all Services set out in the Request for Proposal (attached hereto as Schedule "A") and the Consultant's Proposal (attached hereto as Schedule "B"), both of which form part of this agreement (hereinafter collectively called the "Services"). The Services shall be provided within the times specified in Schedules A and B.
- 2.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Town and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 2.3 It is agreed that in awarding the professional Services encompassed within this agreement to the Consultant, the has relied upon the Consultant's representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the Services under this agreement, the Consultant shall designate those key staff and subconsultants specified in Schedule "B" to carry out and provide the Services to be provided by the Consultant as referred to herein
- 2.4 The Consultant shall request of the Town any information or data contained in Town files which

the Consultant requires in order to perform the Services. The Town is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Town without independent verification.

- 2.5 To ensure that the Project is processed in a timely manner, the Consultant and the Town will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Town will be returned within 24 hours;
  - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
  - c) Meetings will be scheduled within 5 working days from date of request;
  - d) Review comments for material submitted by the Consultant will be processed by the Town within 14 days of receipt.
- 2.6 Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Town without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Town.
- Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Town.
- 2.7 The Consultant shall submit to the Town regular progress reports, as requested from time to time, and such additional reports as may be reasonably required.

### *SECTION 3 FEES AND DISBURSEMENTS*

- 3.1 The Consultant shall receive from the Town for the performance of the Services the compensation referred to in \_\_\_\_\_
- 3.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Town, and shall be delivered to the Town of Oliver, 5971 Sawmill Road, Oliver, British Columbia, V0H 1T0. Invoices shall be payable in full by the Town within thirty (30) days of receipt.
- 3.3 The Consultant shall provide all necessary and sufficient substantiation to the Town in order to verify any invoice upon request. If the Town is unable to verify any invoice within the said period, any payment by the Town either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 3.4 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Town at the time of a later payment. If the Town is shown to have overpaid, the Town may deduct the amount from any other sums due to the Consultant from the Town or the Consultant shall pay the amount to the Town within thirty (30) days of the amount being agreed upon or otherwise established.
- 3.5 The Town may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

*SECTION 4 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS*

4.1 The Consultant acknowledges that in the performance of the Consultant's responsibilities hereunder, the Consultant may have access to confidential information, records and customer lists of the Town (the "Confidential Information"). During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose such Confidential Information to any person or use any such Confidential Information, except:

- (a) as required in the course of performing such Services and then only to staff of the Town on a need-to-know basis; or
- (b) with the prior written consent of the Town;

and all Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remain the Town's sole property and shall not be removed from the Town's premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.

4.2 The Consultant agrees that all base materials, research results, computer programs, computer files, drawings, documents and notes and materials of any type whatsoever developed or prepared by the Consultant (hereinafter called the "Documents") in the performance of the Services shall vest and become the absolute property of the Town, including copyright of such Documents and upon completion of the Services or termination of this Agreement, all copies of Documents shall be delivered by the Consultant to the Town. The Consultant may retain one copy of it's materials for record purposes.

4.3 The Consultant agrees that all restrictions in this Section 4 are reasonable, fair and valid in all the circumstances and, to the fullest extent permitted by law, hereby waives all defences to the strict enforcement thereof by the Town.

4.4 The Town acknowledges and agrees that the Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Town or third parties shall be at the Town's sole risk and responsibility.

*SECTION 5 SPECIAL TOOLS AND EQUIPMENT*

5.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Town specifically authorizes the purchase of a specific item at the Town's expense.

5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Town during performance of the project shall be considered to be within the overhead of the Consultant.

- 5.3 If the Town specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Town then such items shall become the property of the Town. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Town. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Town.

#### *SECTION 6 SUB-CONSULTANTS AND SUB-CONTRACTORS*

- 6.1 The Consultant may, with the prior written approval of the Town, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.
- 6.2 The sub-Consultants and sub-contractors shall agree in writing prior to their participation in the Project to be bound by duties and obligations arising out of this Agreement between the Consultant and the Town.
- 6.3 The Consultant shall be responsible to the Town for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Consultant.
- 6.4 The Consultant shall be responsible to the Town for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Consultant.

#### *SECTION 7 TERMINATION AND SUSPENSION*

##### *By the Town:*

- 7.1 If the Consultant is in default in the performance of any of his material obligations set forth in this agreement, then the Town may, by written notice to the Consultant, require such default to be remedied. If, within seven (7) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Town may, without limiting any other right or remedy the Town may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the Services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.
- 7.2 The Town may terminate this Agreement upon seven (7) days' prior written notice in the event the Consultant:
- (a) fails to complete the Services or any portion thereon within the time specified by this Agreement;
  - (b) becomes insolvent;
  - (c) commits an act of bankruptcy;
  - (d) assigns this Agreement without the required written consent of the Town;
  - (e) fails to adhere to or perform any of the provisions of this Agreement;
  - (f) has any conflict of interest which may, in the opinion of the Town, adversely affect any

project for which the Services are being provided; or

- (g) there is a change in the personnel referred to in Schedule "B" herein without the prior written approval of the Town.

- 7.3 Notwithstanding anything herein to the contrary, the Town may, for whatever reason, terminate this Agreement on One (1) months' prior written notice to the Consultant, in which case the term of this Agreement shall expire upon the effective date set out in the aforesaid notice, and the Town shall have no further obligation to the Consultant for the balance of the term of this Agreement save and except as may exist on the termination date.

Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the project.

In such event, the Consultant shall be paid by the Town for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination. On said payment the Town shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this agreement.

- 7.4 The Consultant shall, upon termination, forthwith provide to the Town a reproducible copy of all materials used by the Consultant or prepared by the Consultant in regards to the Services.
- 7.5 The Consultant agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Consultant from any obligation under this agreement or imposed upon the Consultant by law in respect of the Services or any portion of the Services that the Consultant has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.

*By the Consultant :*

- 7.6 If the Town is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Consultant may, by written notice to the Town, require such default to be corrected.

If, within seven (7) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant shall be paid by the Town for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 7.7 If the Consultant's Services are suspended by the Town at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Town, to terminate this agreement upon giving written notice thereof to the Town.

In such event, the Consultant shall be paid by the Town for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date

of such suspension.

### *SECTION 8 INSURANCE AND INDEMNITY*

- 8.1 The Consultant shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Consultant’s Certificate Form** as provided by the Town. This form must be completed by the Consultant’s insurance broker and returned to the Town.:
- 8.2 The Consultant shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Consultant based on the following:
1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
  2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
  3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
  4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$2,000,000 per claim.
- 8.3 The Consultant’s Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of Services (i.e., submission of Final Report, as approved in writing by the Town).
- The Consultant will provide 30 days written notice in advance of cancelation of any policies.
- 8.4 General liability insurance must be obtained on an occurrence basis for the Consultant with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided Standard Contractor’s Certificate Form.
- 8.5 The Consultant shall at all times indemnify, defend, release, hold harmless and forever discharge the Town, and the Town elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Consultant or its employee.

### *SECTION 9 ARBITRATION*

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Town and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the *Arbitration Act* shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the

project or in the affairs of either the Town or the Consultant.

#### *SECTION 10 INDEPENDENT CONTRACTOR*

10.1 Nothing in this agreement or the Consultant's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Town and is not authorized to create obligations on the part of the Town to third parties.

#### *SECTION 11 WAIVER*

11.1 Any failure of the Town at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

#### *SECTION 12 RECORDS AND AUDIT*

12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Town may request in advance and in writing.

12.2 The Consultant shall permit the Town to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

#### *SECTION 13 SUCCESSORS AND ASSIGNS*

13.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns, as the case may be.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

#### *SECTION 14 COMPLIANCE WITH LAWS*

14.1 The Consultant shall comply with all applicable bylaws and regulations of the Town and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Town shall supply proof that all assessments have been paid.

14.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

#### *SECTION 15 TERM*

15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be from \_\_\_ to \_\_\_.

#### *SECTION 16 ENTIRE AGREEMENT*

16.1 This agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Consultant by the Town.

*SECTION 17 NOTICE*

17.1 Except in the case of emergency, when notice may be given by telephone with later confirmation in writing, any notice, request, approval, demand or other communication which may be or is hereby required or permitted to be given under this agreement shall be in writing and either delivered by hand or sent by facsimile transmission addressed as follows:

- (a) if to the Town of Oliver:  
5971 Sawmill Road, Oliver, BC, V0H 1T0  
and
- (b) if to the Consultant:  
(TO BE COMPLETED);

or at such other address or facsimile number, which notice has been given as provided in this section. Any notice which is delivered by hand will be deemed to have been given on the first day on which it is delivered. Any notice which is sent by facsimile transmission will be deemed to have been given on the first day after it is transmitted, provided that the sender obtains written confirmation of successful transmission. If a party will promptly give notice of its new address or facsimile number, or both, to such other parties provided in this section, whereupon such notice to such party will thereafter be sent to such new address or facsimile number.

*SECTION 18 TIME OF THE ESSENCE*

18.1 Time shall remain of the essence with respect to this Agreement.

*SECTION 19 EXECUTION*

19.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and the counterparts together from a valid and binding agreement which may be sufficient evidence by any one such original counterpart.

19.2 In the event this agreement is executed by two or more persons, the covenants and agreements herein shall be deemed to be joint and several covenants.

*SECTION 20 ELECTRONIC MAIL*

20.1 This agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this agreement.