



100 Jensen Avenue East  
Parksville, BC V9P 2H3  
Telephone: 250 951-2484  
[engineering@parksville.ca](mailto:engineering@parksville.ca)

## **REQUEST FOR PROPOSAL NO. 5600-13 WAT**

### **WATER UTILITY SYSTEM MASTER PLAN**

The City of Parksville is requesting proposals from qualified Consultants/Consulting firms to complete a Water Utility System Master Plan.

Attached are the Terms of Reference, Submission and Evaluation Criteria, and Instructions to Proponents which are to be used as the basis for your submission.

ISSUED BY: City of Parksville, Engineering Department

CONTACT PERSON: Shawn Boven, Director of Engineering & Technology Systems

ISSUE DATE: November 10, 2022

CLOSING DATE: **Responses must be received prior to 3 pm Pacific Standard Time, Tuesday, December 13, 2022**

Four (4) complete hard copies and one (1) digital copy prepared in PDF format submitted on a USB key required. Digital copies of the proposal received by the closing date with hard copy to follow is acceptable.

\*Please note, the office is closed from 12 - 1 pm.\*

CLOSING LOCATION: City of Parksville, Civic & Technology Centre  
Engineering Reception Desk, Second Floor  
100 Jensen Avenue East  
PO Box 1390  
Parksville, BC V9P 2H3

Proposals will not be opened publicly. The City appreciates all proposal responses; however, only short-listed or successful candidates will be contacted.

## TERMS OF REFERENCE

### **INTRODUCTION**

The City of Parksville is requesting proposals from qualified Consultants/Consulting firms to complete a comprehensive water utility system master plan.

### **BACKGROUND**

The City of Parksville is a mid-sized municipality located on the east coast of Vancouver Island. The City's population at the last census was 13,642. The surrounding unincorporated areas include an additional 16,500 people. The area is experiencing population growth and Parksville's Council has stated a strong desire to attract young families to the City.

The previous Water System Master Plan was completed in 2013. The previous plan did not include financial modelling, nor an asset management plan.

Of relevance, the City is currently completing a Sanitary Sewer Utility Master Plan and will also be issuing an Request for Proposal for the completion of a Stormwater Utility Master Plan in January 2023.

### **PROJECT GOALS**

Upon completion of this project the City desires the following:

- An accurate computerized model of our water distribution system capable of undertaking analysis at an engineering level while considering the effects of climate change;
- A report or technical memorandums with recommendations for capital replacements and/or improvements over the next 20 years;
- An asset management plan for the water utility infrastructure;
- A financial model that informs us with respect to utility rate setting and funding of the utility in perpetuity and that reviews our DCC rate structure.

### **SCOPE OF WORK**

The Consultant will develop a master plan that accounts for the following key activities:

#### **Project Familiarization**

All relevant members of the Consultant's project team are to familiarize themselves with all pertinent reports, documents, drawings, existing sites and facilities, computer

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programs, and Engineering, Operations, Finance, and Planning Department file information.

The Team must be able to work with members of our Engineering, Planning, Operations and Finance Departments.

### **Meetings**

The Consultant will be required to host and chair a project start-up meeting with City staff.

During this project, the Consultant will be required to meet with the Engineering, Operations, Planning, and Finance Departments to review model development, undertake facility visits and field calibration, and assess existing and future needs. Subsequent meetings are to be held throughout the project to use the knowledge available from City staff and the consultant.

The Consultant will host a roundtable discussion session with City Staff to review the draft report and present the recommended upgrading program and costs.

### **Water Modelling**

The consultant is expected to address the following items as they relate to the water utility modelling:

Recommend a suitable water modeling software capable of containing the entire city water network with room for expansion. In making the recommendation regarding the choice of software the consultant is to consider the ability to use it as an asset management tool linked to GIS. The City does not intend on purchasing the software necessary to run the model at this time.

Review existing reports and water records and determine appropriate water input data such as ADD, MDD, and PHD figures. Account for seasonal variations.

Build the water model to include water pipes, pipe type, pipe age and C values, water reservoirs, pump stations, booster stations, PRV's and control valves. The model should include calibrated pump curves and C values based on age, material type and field calibration. The model should also include a subroutine that will allow the City to simulate fire flows, under various run conditions i.e. ADD, MDD etc, at a selected point and a subroutine that inserts each and every hydrant in the system, calculates the fire flow, under various run conditions i.e. ADD, MDD etc, and prints a table with hydrant number, fire flow and run condition. The water model should be parcel based, fully field calibrated, capable of extended period simulation and yield results accurate enough to undertake analysis to an engineering design level.

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## **Water System Evaluation**

The consultant is expected to undertake an evaluation of the existing water utility system and develop recommendations complete with cost estimates that address 5, 10 and 20 year requirements.

The evaluation should consider growth as described in the latest version of Parksville's Official Community Plan.

The Consultant's evaluation is expected to address the major components of the City's water system including but not limited to:

- Water demands for the various water supply zones;
- Placement of zonal water flow meters;
- Water reduction strategies;
- Reservoir management strategies;
- Maintaining chlorine residual levels;
- Water pump stations, capacity and emergency power;
- Transmission mains and capacity (domestic and fire);
- Distribution mains and capacity (domestic and fire);
- Reservoir size (fire and emergency storage requirements) and location;
- Review of maintenance practices;
- Rate structure for service delivery and system renewal into the future; and
- Other issues as identified by the Consultant (or others) with effort being shifted within the proposal in consultation with the Director of Engineering & Technology Systems.

## **Financial Modelling**

Create a financial model in Microsoft Excel that informs us with respect to utility rate setting and funding of the utility in perpetuity and reviews our DCC rate structure.

## **Asset Management Plan**

It is anticipated that future grant funding will be contingent on having an asset management plan in place. Parksville currently does not have an asset management plan for our water utility, and we intend to use this master plan to fulfill this requirement.

## **Reports**

The Consultant will be required to provide five (5) copies of a draft report and five (5) copies of the final report. Before writing begins on the draft report, the Consultant will

prepare and submit for City approval a draft Table of Contents. Allow two (2) weeks for City review and approval of each submission. The report should include maps using the 2022 digital ortho photo underlying the existing/proposed sewer infrastructure.

The final report is to be submitted under the seal of a Professional Engineer registered in the Province of British Columbia.

### **OBJECTIVE**

The objective of this request for proposal is to provide the City with an innovative and efficient Consultant who is effective in working in a multi-disciplinary team-based environment to coordinate several technical assessments and provide critical recommendations. Upon selection of the successful proponent, a detailed Contract will be required confirming the deliverables for each assessment.

### **REPORTING STRUCTURE**

The project will be led by the Engineering Department, with Shawn Boven acting as the overall Project Manager. The Project Manager will be the primary point of contact for the Consultant.

### **KEY STAKEHOLDERS**

The following individuals are key contacts for this project:

Shawn Boven	Director of Engineering	<a href="mailto:sboven@parksville.ca">sboven@parksville.ca</a>
Joe Doxey	Manager of Infrastructure	<a href="mailto:idoxey@parksville.ca">idoxey@parksville.ca</a>
Ayla Defoor	Engineering Technologist	<a href="mailto:adefoor@parksville.ca">adefoor@parksville.ca</a>
Deanne Dieleman	Administrative Assistant	<a href="mailto:ddieleman@parksville.ca">ddieleman@parksville.ca</a>
Randy Hall	GIS Specialist	<a href="mailto:rhall@parksville.ca">rhall@parksville.ca</a>
Lindsey Janik	GIS Technician	<a href="mailto:ljanik@parksville.ca">ljanik@parksville.ca</a>
Belinda Woods	Director of Operations	<a href="mailto:bwoods@parksville.ca">bwoods@parksville.ca</a>
Heidi Cao	Manager of Utilities	<a href="mailto:hcao@parksville.ca">hcao@parksville.ca</a>
Scott Churko	Chief Operator	<a href="mailto:schurko@parksville.ca">schurko@parksville.ca</a>
Blaine Russell	Director of Planning	<a href="mailto:brussell@parksville.ca">brussell@parksville.ca</a>
Jedha Holmes	Director of Finance	<a href="mailto:jholmes@parksville.ca">jholmes@parksville.ca</a>
Marlie Boven	Manager of Finance	<a href="mailto:mboven@parksville.ca">mboven@parksville.ca</a>
Mike Denton	Capital Asset Accountant	<a href="mailto:mdenton@parksville.ca">mdenton@parksville.ca</a>

### **CITY RESPONSIBILITIES**

The City Legal Base, existing maps, as-built drawings GIS data, and 2022 ortho photos will be provided digitally for the consultant as requested. The City will also make work space available for the consultant's staff to work on site during the preparation of the water model. This should make it easier to access City as-built data, details on

infrastructure, and City staff. Please note that it is not a requirement that the consultant work in a City office.

The City is committed to providing the Consultant with information in a timely fashion and has dedicated resources to this project. Technical submissions will be reviewed as required, and feedback will be submitted in writing.

### **BUDGET**

The City has established a total budget of up to \$150,000 for consultant services to complete this work, which will be inclusive of all costs, excluding GST. The scope of work may have to be adjusted to ensure that the cost of the work remains under budget. The Consultant should identify possible changes in the scope of work proposed, if necessary, in order to keep this assignment within budget. These scope changes should be priced separately.

### **DELIVERABLES**

The key deliverables include, but are not limited to:

- An appropriately sized water model including all City water infrastructure;
- Four (4) copies of a draft table of contents;
- Four (4) copies of the draft report and;
- Four (4) copies of the final report bound with a USB containing an electronic version of all text, tables and drawings in a form that can be manipulated.

Deliverables may vary as the project proceeds, and greater or lesser needs or levels of effort are identified with respect to issues are examined.

### **TIMELINE**

The project shall be completed no later than twelve (12) months after award, or the proponent shall provide a schedule of dates based on interim deliverables.

### **FUTURE WORKS**

The City reserves the right to engage the Consultant chosen from this Request for Proposal for future work related to this project. Future work may consist of updating the model annually and analyses of proposed development projects as the need arises.

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## SUBMISSION AND EVALUATION CRITERIA

### PROPOSAL SUBMISSION

Four (4) hard copies of the proposal and one digital copy on a USB key will be accepted up to **3 pm, Pacific Standard Time, on Tuesday, December 13, 2022.**

The proposals are to follow the following format:

1. LETTER OF INTRODUCTION
2. DISCUSSION OF THE PROJECT AND RELEVANT ISSUES
3. METHODOLOGY
4. PERSONNEL PROPOSED AND THEIR SPECIFIC ROLES
5. SCHEDULE - Day one to be the award of the work to the successful Consultant. The schedule is to contain sufficient detail for the City to see how the Consultant intends to address the items discussed.
6. FEES
7. Appendix A - EXPERIENCE - Reference information for each project completed by your firm's proposed personnel similar to the task at hand. The Project Information is to be submitted on a separate page for each project in the following format:
  - a) PROJECT Title (and year completed)
  - b) CLIENT Name & Telephone Number
  - c) CONTACT PERSON Name/Position & Telephone Number
  - d) PROJECT MANAGER
  - e) DESCRIPTION OF PROJECT AND GENERAL COMMENTS
8. APPENDIX "B" - RESUMES OF PROPOSED PERSONNEL
9. APPENDIX "C" - CORPORATE INFORMATION
10. APPENDIX "D" - PROOF OF INSURANCE

Should you require clarification, additional information, or would like to schedule a meeting to discuss this project and your proposed scope of work, please contact:

**Shawn Boven, MBA, ASCT**

**Director of Engineering & Technology Systems**

**City of Parksville**

**PHONE:** 250 954-4651

**EMAIL:** [sboven@parksville.ca](mailto:sboven@parksville.ca)

### EVALUATION CRITERIA

The following items should be included in your proposal submissions and ***will be the basis for evaluation***. Information should be provided sequentially as shown:

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.

Cover Letter

0 points

Your proposal should include a Cover Letter containing the following information:

- Should identify the Prime Consultant and any subconsultants that make up the team.
- Should contain company name, address, website, telephone number, email address, and primary contact person.
- Signed by the person or persons authorized to sign on behalf of the company.
- Should acknowledge any addendums issued for this Request for Proposal.

Qualifications

20 points

- Provide qualifications and resume for the Project Manager who has the overall responsibility for the project. The Project Manager should designate the backup person to act on their behalf during holidays, sickness, etc.
- Provide qualifications and resume of the key staff or any key sub-consultants in each discipline who will be involved in the project; their duties, their role in the project and percentage of their time devoted to this project.

Knowledge and Experience

35 points

- The proposal shall demonstrate the knowledge and experience of the individual proposed as Project Manager as well all required specialists and experts that may be necessary to complete the work.
- Teams must demonstrate they have expertise and experience in projects of similar scope, size and complexity (please provide a sample final report which the City will maintain in confidence) and are familiar with challenges of the project.



- Provide a matrix with a minimum of three (3) projects for each team member, highlighting their previous experience in their area of specialty.
- Provide a minimum of three (3) references from clients that the Proponent has served, highlighting similar previous experience.

Project Understanding and Methodology

35 points

- Proponents shall outline an approach to the project reflecting a clear understanding of the Scope of Work.
- Demonstrate your understanding of the project by describing key issues and potential resolutions that are appropriate for the Parksville context.
- Outline your abilities to use creative solutions, innovations, methodology or other traits that will allow your firm to successfully complete this project.
- Proponents should provide their methodology and work plan to achieve the program objectives and timelines.
- Provide cost control procedures and the Proponent's method for monitoring the project timeframe, quality of work and budget.

Fee Proposal

5 points

Proponents should provide a fee proposal, preferably in an Excel styled spreadsheet, including a detailed explanation of the makeup of the total cost for this project including:

- breakdown of project tasks, personnel responsible, number of hours, total number of staff hours, hourly rates and total proposal costs;
- submit a schedule of hourly rates should additional services be required;
- list of expected expenses, disbursements and any other probable costs; and
- all applicable value-added taxes.

Sustainability

5 points

The City of Parksville, in support of our community and corporate goals, is committed to ensuring our purchasing decisions achieve best value by seeking supply and service arrangements which provide the optimum combination of quality, service, price, and sustainability considerations. Our objective is to

integrate economic, social, and environmental considerations into our procurement development and award processes.

**EVALUATION CRITERIA – GENERAL NOTES**

This Request for Proposal asks proponents to provide information about their internal efforts that align with the City’s goals.

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one Proponent’s proposal to another Proponent’s proposal. The Evaluation Committee will not be obligated to select the proposal that offers the lowest price or cost or any proposal at all.

The weighting listed above with the evaluation criteria indicate the relative weighting anticipated by the City and is shown to give general guidance to Proponents in the preparation of proposals. The evaluation criteria will be applied to all proposals fairly and without bias to any Proponent or Proposal and the same criteria and weightings will be applied to all proposals.

The Evaluation Committee reserves the right to not complete a detailed evaluation of a proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the proposal, that the Proponent or proposal as compared to all the proposals is not in contention to be the selected proposal.

## INSTRUCTIONS TO PROPONENTS

### 1.0 SUBMISSION REQUIREMENTS

- 1.1 Please submit four (4) copies of your Proposal up to **3 pm, Pacific Standard time, Tuesday, December 13, 2022 (the “Closing Time”)**.

**By Mail: City of Parksville  
PO Box 1390  
Parksville BC V9P 2H3**

**By Courier: City of Parksville  
100 Jensen Avenue East  
Parksville BC V9P 2H3**

Attention: Shawn Boven, Director of Engineering & Technology Systems

Proposals must have the project name clearly marked on the outside of the envelope. **Facsimile or email** submissions will not be accepted.

- 1.1 Proposals received and not conforming to Item 1.1 above, will be returned (unopened) to Proponent(s) without consideration.
- 1.2 Proposals, rather than tenders, have been requested in order to afford proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the City's needs in a more cost-effective manner. Proposals should be based on these Instructions and the attached Terms of Reference.
- 1.3 Any addenda to this Request for Proposal will be posted on the BC Bid Portal located [here](#). **It is the sole responsibility of each proponent to make sure that it is in receipt of all addenda prior to the Closing Time and acknowledge receipt of all addenda on their cover letter accompanying its proposal.**
- 1.4 Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.
- 1.5 After the Closing Time all proposals received by the City become the property of the City.
- 1.6 Your proposal must be irrevocable and capable of acceptance for a period of ninety (90) days after the Closing Time.
- 1.7 This Request for Proposal is subject to the City's Purchasing Policy which may be viewed [here](#) and the laws of the *Province of British Columbia*.
- 1.8 This Request for Proposal is subject to the terms and conditions of the New West Partnership Trade Agreement (NWPTA) and the Canadian Free Trade Agreement (CFTA).

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## 2.0 DEFINITIONS

- 2.1 The Corporation of the City of Parksville is referred to as the “City”.
- 2.2 The entity submitting a proposal is referred to as the “Proponent”.
- 2.3 The successful Proponent is referred to as the “Consultant”.

## 3.0 CONFIDENTIALITY

- 3.1 The City recognizes the importance to Proponents that their ideas and plans remain confidential; otherwise, they may be reluctant to disclose such information. The City will endeavour to respect and protect the confidentiality of such information and will treat it as supplied in confidence within the meaning of section 21 of the *Freedom of Information and Protection of Privacy Act*.
- 3.2 By submission of a proposal the Proponent agrees to maintain in confidence all information provided by the City in relation to the Request for Proposal. The contents of the Request for Proposal and any information provided by the City or its consultants in relation to this Request for Proposal may not be used or disclosed by a Proponent for any purpose other than in relation to the proposed or actual submission of a proposal.

## 4.0 COPYRIGHT OR OWNERSHIP

- 4.1 All documents, reports, working papers or other materials submitted to the City shall become the sole and exclusive property of the City, in the public domain, and not the property of the Consultant. The Consultant will be required to assign any and all copyright to the City. The City will have exclusive rights to copy, edit, publish and re-use all material in connection with this project and as reference material for future works at the City without further compensation to the Consultant.

## 5.0 PRICING

- 5.1 Your proposal should identify the "Net Total Cost" (which must include materials costs, labour costs, expenses/disbursements, subconsultant(s) fees and expenses and any other charges), **excluding applicable taxes**, so as to be the final cost to the City for the proposed services.
- 5.2 The activities or tasks listed in the attached Terms of Reference are minimum requirements to be undertaken. Proponents may also provide separate pricing on additional requirements they feel would benefit the City in meeting its goal.

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5.3 All prices proposed should be in Canadian funds.

**6.0 INVOICES**

6.1 All invoices paid as a result of this Request for Proposal will be paid as per the City's standard payment terms – net 30 Days.

6.2 All invoices, quoting the City's Purchase Order Number, should be submitted electronically to ap@parksville.ca.

**7.0 INDEMNIFICATION**

7.1 In carrying out these works the Consultant, and/or their subconsultant(s) will act as an independent Consultant(s). The Consultant must agree to keep the City indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the Consultant or its' employees who shall be and remain at all times and for all purposes, the servants or employees of the Consultant or their subconsultant(s), save and except to the extent that such claims action or demands arise from or relate to the negligence, wrongful act or omission of the City, or any of its officers or employees.

**8.0 CONFLICT OF INTEREST**

8.1 Proponents must ensure that they are not in a position that may be perceived as a conflict of interest.

**9.0 COMPLIANCE WITH LAW**

9.1 The Consultant shall comply with, and observe, all applicable laws and relevant regulations of any federal, provincial or municipal government or authority applicable to the supply of the service.

**10.0 BUDGET**

10.1 Acceptance of any proposal may be subject to budget considerations and available funding.

**11.0 CANCELLATION**

11.1 The City reserves the right to cancel this Request for Proposal at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

11.2 The City reserves the right to cancel the Contract, at its sole and absolute discretion, with 30 days' written notice to the Consultant, and the Consultant will have no rights or claims against the City. The Consultant

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will be entitled to be paid for all authorized work and expenses to termination date. Cancellation would not, in any manner whatsoever, limit the City's right to bring action against the Consultant for damages for breach of contract.

**12.0 PROPONENT'S EXPENSES**

12.1 Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

**13.0 LIMITATION OF DAMAGES**

13.1 No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Proposal, or as a result of the City's rejection of that Proponent's proposal, or as a result of the City's award of a Contract to another Proponent or no Proponent and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

**14.0 RESPONSIBILITY OF PROPONENTS**

14.1 Each Proponent is responsible for informing themselves as to the contents and requirement of this proposal. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the proposal and to prepare and submit their proposal. The City will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this proposal, or as a result of any misunderstanding or misinterpretation of the terms of the proposal on the part of any Proponent.

14.2 If a Proponent is in doubt as to the true meaning of any part of this Request for Proposals, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the Project Manager and, if deemed necessary by the City, an addendum will be issued in accordance with section 1.3. This procedure also applies should the City, of its own accord, wish to expand or delete any part of this Request for Proposal.

**15.0 ACCURACY OF INFORMATION**

15.1 The City makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information

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contained in or referred to in this Request for Proposal or any record or document associated with it.

**16.0 SOLICITATION**

16.1 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City shall be entitled to reject the Proposal.

**17.0 PUBLICITY**

17.1 The Consultant shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals or resulting Contract to the media or any member of the public without the prior written authorization of the City.

17.2 All publicity relating to this project is subject to the approval of the City and no mention of the Project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the City.

**18.0 EVALUATION PROCESS**

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

18.2 The City reserves the right to conduct pre-selection meetings with Proponents. The City further reserves the right to conduct post-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the selection committee.

18.3 The Proponent acknowledges that the City shall have the right to reject any and all proposals for any reason or to accept any Proposal which the City in its sole unrestricted discretion deems most advantageous to itself, including any Proposal that does not contain the content or form required by this Request for Proposal, or for failure to comply with the process for submission noted in this Request for Proposals. By submitting a proposal, the Proponent acknowledges the City's right under this clause and absolutely waives any right of action against the City for the City's failure to accept the Proponents' proposal whether or not such right of action arises in contract, negligence or any other cause of action.

18.4 The lowest or any proposal will not necessarily be accepted.

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**19.0 CONTRACT AWARD AND EXECUTION**

- 19.1 The Request for Proposal and proposal of the selected Proponent shall become part of any contract initiated by the City. The selected Proponent shall be expected to enter into a contract that is substantially the same as the sample contract included. In no event should a Proponent submit its own standard contract terms and conditions as a response to this Request for Proposal. The Proponent should submit with its proposal any exceptions or contract deviations that its firm wishes to negotiate.
- 19.2 The Consultant will be required to enter into a written contract, in a form approved by the City Solicitor. The attached Appendix A – Sample Professional Services Agreement will form the basis of the contract from this Request for Proposal.

**20.0 INQUIRIES**

- 20.1 All inquiries regarding this Request for Proposal must be directed in writing to Shawn Boven, Director of Engineering & Technology Systems, via email to [sboven@parksville.ca](mailto:sboven@parksville.ca). All questions should be received at least five (5) days prior to the closing time and date. **Please note that Shawn Boven will be out of the office, but my email is being forwarded to Joe Doxey, Manager of Infrastructure [jdoxey@parksville.ca](mailto:jdoxey@parksville.ca) and he will be responding to inquiries and issuing an addendum, if required.**
- 20.2 The City will not be responsible for, and the Proponent shall not rely upon, information, instructions or clarifications given to a Proponent other than in the form of a written addendum issued by the City. Without limiting the foregoing, any verbal representations, promises, statements or advice made by any employees of the City shall not be relied upon.



**Appendix A**  
**Sample Professional Services Agreement**



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**PROFESSIONAL SERVICES AGREEMENT**

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**for the  
Completion of a Water Utility Master Plan**

**THIS AGREEMENT** dated the \_\_\_\_ day of \_\_\_\_\_, 2022\_\_.

**BETWEEN:**

**CITY OF PARKSVILLE**

PO BOX 1390

100 JENSEN AVENUE EAST

PARKSVILLE, BC V9P 2H3

(The “**City**”)

**AND:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the “**Consultant**”)

**WHEREAS:**

- A.** The City wishes to engage the Consultant for the provision of services described in this Agreement; and
- B.** The Consultant has agreed to perform the said services in accordance with the terms and conditions set out in this Agreement.

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

## **1.0 SERVICES**

### **1.1 Services**

The City hereby retains the Consultant to provide the services for the project as described in the Terms of Reference in **Exhibit “A”**, which is attached hereto and incorporated herein, for the fulfillment and completion of this Agreement (the “Services” and the “Project”, respectively). **Exhibit “A”** shall include, but is not limited to: a brief project description, objectives, identification of key employees and subconsultants, project phases (if applicable), and task descriptions.

### **1.2 Amendment of Services**

The City may, from time to time, by written notice to the Consultant, make changes to the Services, and the Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The fees and/or schedule shall be increased or decreased by written amendment to this Agreement (an “Amendment”), signed by the City and the Consultant, prior to commencement of any such changes to the Services. All other terms of this Agreement shall apply to any changes of the Services. The City shall not be liable to pay additional compensation to the Consultant for any additional services performed without prior written authorization of such additional services in the form of an Amendment.

### **1.3 Supplemental and On-Call Services**

The Consultant shall, if requested in writing by the City, perform additional, supplemental services, including on-call, as-needed services, at the hourly rates shown in **Exhibit “B,”** which is attached hereto and incorporated herein. The Consultant shall not provide any supplemental or on-call, as-needed services in excess of the scope of Services unless previously authorized in writing by the City. All other terms of this Agreement shall apply to any supplemental or on-call services.

### **1.4 Standard of Care**

The Consultant shall perform the Services: (a) with the degree of care, skill, and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered; (b) in accordance with current professional practices and industry standards; and (c) in conformance with all applicable laws, rules, regulations, ordinances, codes, and orders of

governmental bodies, agencies, and courts having jurisdiction applicable at the time the Services are rendered.

## **2.0 AGREEMENT TERM**

### **2.1 Delivery Schedule**

Services shall be completed by the Consultant in accordance with the delivery schedule shown in **Exhibit “C”** (the “Delivery Schedule”), which is attached hereto and incorporated herein. The parties may from time to time, by Amendment, alter the Delivery Schedule. The Consultant acknowledges that time is of the essence with respect to the provision of Services, and accordingly, the Consultant shall provide the Services pursuant to the Delivery Schedule or any applicable Amendment.

### **2.2 Recovery Schedule**

If at any time the Consultant discovers that the Delivery Schedule cannot be met, the Consultant shall immediately advise the City in writing and provide a revised Delivery Schedule for the City’s review and approval.

### **2.3 Authorization to Proceed**

Upon receipt of all documentation required by this Agreement to be provided by the Consultant to the City, the City shall issue a purchase order to the Consultant (the “Purchase Order”). Issuance of the Purchase Order authorizes the Consultant to proceed with the Services, and the Consultant shall not proceed with any Services unless they have received a Purchase Order from the City.

### **2.4 Agreement Term**

Unless previously terminated, this Agreement shall expire three months from the date that the City makes final payment to the Consultant for Services rendered, except for provisions in this Agreement that shall survive the termination or completion of this Agreement.

### **2.5 Supplemental and On-Call Services**

The Consultant shall perform any supplemental and on-call services as set out in Section 1.3 in a timely manner or in accordance with agreed-upon completion dates or time periods.

## **3.0 FEES FOR SERVICES**

### **3.1 Maximum Authorized Expenditure**

In consideration of the performance of the Services, the City shall pay the Consultant a maximum total fee, not to exceed \$\_\_\_\_\_, which

amount includes disbursements but excludes applicable federal and provincial taxes, (the "Maximum Authorized Expenditure"), as detailed in **Exhibit "B"** which is attached hereto and incorporated herein. Progress payments shall be based on work completed to date, based on tasks outlined in the Services identified in **Exhibit "A."**

### **3.2 Adjustment of Fees**

The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement. Should the Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of Services, the Consultant shall so advise the City's Project Representative, in writing, within ten (10) days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees or disbursements to the Consultant.

### **3.3 Hourly Rates**

Unless noted otherwise in this Agreement, payment for all professional services (labour), including payment for supplemental and on-call, as-needed services, shall be made by the City to the Consultant in accordance with the hourly rates included in **Exhibit "B."**

### **3.4 Subconsultants and Disbursements**

For this Agreement, all reimbursable expenses are included with the Maximum Authorized Expenditure as set out in **Exhibit "B."** Unless noted otherwise in **Exhibit "B,"** invoices for Subconsultant services and disbursements shall be paid by the City to the Consultant at actual cost without mark-up. The Consultant shall be solely responsible for payment to Subconsultants and vendors of disbursement goods and services, and the City shall not be responsible or liable for any payments to Subconsultants and disbursement vendors.

## **4.0 APPLICATION FOR PAYMENT**

### **4.1 Invoicing Frequency**

The Consultant shall submit invoices to the City on or before the twentieth (20<sup>th</sup>) day of each month for services performed in the preceding month. If the City approves the amount of such invoices, the City shall pay such invoices within thirty (30) days from the date the invoice is received by the City.

### **4.2 Invoice Components**

As a minimum, each invoice submitted by the Consultant shall include:

- 
- (a) Purchase Order number;
  - (b) Brief status report summarizing Services completed during the preceding month;
  - (c) Budgeted amount for each task outlined in the Services per **Exhibit "A"**;
  - (d) Budgeted amount for each additional task included in approved Amendments, if any;
  - (e) Costs incurred for each task outlined in **Exhibit "A"** in the preceding month;
  - (f) Amount earned and invoiced to date for each task, including total amount;
  - (g) Amount paid to date for each task, including total amount;
  - (h) Percentage of amount of invoice divided by the Maximum Authorized Expenditure;
  - (i) Percentage of amount earned to date divided by the Maximum Authorized Expenditure;
  - (J) Total amount payable for the current invoice, including Subconsultants, disbursements, and applicable taxes;
  - (k) Copies of invoices from Subconsultants; and
  - (l) Copies of invoices or receipts for Disbursements.

#### **4.3 Payment in Proportion to Completed Services**

The City shall not be obligated to pay the Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage complete based on invoice components provided for in Section 4.2.

#### **4.4 City Review of Invoices**

The City shall not be responsible for any interest on any amount of the Consultant's invoice where payment is delayed because the City wishes to review, audit, or otherwise seek clarification concerning the Consultant's invoices.

#### **4.5 Withholdings**

The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by applicable federal or provincial statutes for the Consultant, its employees, and Subconsultants.

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#### **4.6 Inspection and Audit**

The Consultant shall preserve all books, payrolls, accounts, and other records with respect to any time and expenses which the City is or has been required to pay as a result of performance of the Services, including but not limited to, hours worked, details of all disbursements, and percentage of work completed, and shall make the same available for inspection and audit by the City's representatives during the Term of this Agreement and for two years thereafter. The City shall have the right to attend at the Consultant's office and audit the Consultant's files and records in respect of the Project and Services upon forty-eight (48) hours advance written notice, during normal business hours. Any error in a claim for payment or the amount of a payment disclosed on audit shall be adjusted between the parties.

### **5.0 CONSULTANT'S EMPLOYEES**

#### **5.1 Qualified Employees**

The Consultant shall provide only professional employees and Subconsultants who have the qualifications, experience, and capabilities to perform the Services.

#### **5.2 Listed Employees and Subconsultants**

The Consultant shall perform the Services using only the key employees and Subconsultants listed in **Exhibit "A."**

#### **5.3 Substitution of Employees or Subconsultants**

- (a) The Consultant shall not dismiss or substitute any key employee or Subconsultant listed in **Exhibit "A"** without the prior written approval of the City, such approval not to be withheld unreasonably. The City shall not approve removal or substitution of employees or Subconsultants for the reason that the Consultant or its affiliates has called on such individual to perform services for another client of the Consultant.
- (b) If, at any time, the City reasonably objects to the performance, experience, qualifications, or suitability of any of the Consultant's employees or Subconsultants, then the Consultant shall, on written request from the City, replace such employee or Subconsultant. The Consultant shall, subject to scheduling and staffing considerations make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- (c) Regardless of whether or not the City consents to or requests a substitution of any employee or Subconsultant of the Consultant, the City shall not be liable to pay additional compensation to the Consultant for any replacement or substitution.

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**5.4 Sub-agreements with Subconsultants**

The Consultant shall incorporate the terms and conditions of this Agreement into all agreements with Subconsultants in respect of the Services as necessary to preserve all rights of the City under this Agreement. The Consultant shall be fully responsible to the City of all acts and omission of Subconsultants and of persons employed by any Subconsultant or by the Consultant.

**5.5 Not an Agent of the City**

Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of the Consultant, or the employer of anyone working for the Consultant, and the Consultant must not do anything that would result in anyone working for the Consultant being considered an employee of the City. The Consultant is not, and must not claim to be, an agent of the City.

**5.6 Independent Contractor**

The Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods, or processes by which the Consultant performs the Services. The Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. The Consultant shall be solely liable for the work quality and conditions of any partners, employees, and Subconsultants.

**6.0 INDEMNIFICATION AND INSURANCE**

**6.1 Indemnity**

The Consultant shall indemnify and save harmless the City, its elected officials, appointed officers, employees, agents, and contractors from and against all claims, costs, losses, damages, actions, causes of action, and expenses arising from an error, omission, or negligent or wilful act of the Consultant in the performance of the Services by the Consultant or its employees, agents, or Subconsultants, or from a breach of this Agreement by the Consultant.

**6.2 Survival of Indemnity**

The indemnity described in Section 6.1 shall survive the termination or completion of this Agreement and, notwithstanding such termination or completion, shall continue in full force and effect for the benefit of the City, its elected officials, appointed officers, employees, agents, and contractors.



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### **6.3 Consultant's Insurance Policies**

Without limiting the effect of the foregoing provisions, the Consultant shall, at all times during the continuance of this Agreement, maintain insurance with an insurer(s) satisfactory to the City and licensed to work in British Columbia in accordance with the following terms:

- (a) Comprehensive General Liability insurance in the amount of two million dollars (\$2,000,000) inclusive per occurrence for bodily injury and property damage.
- (b) Automobile Public Liability and Property Damage insurance in the amount of two million dollars (\$2,000,000) per occurrence per owned, non-owned, or hired vehicle.
- (c) Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000) in the aggregate for all claims per year.
- (d) Ensure that the Services are carried out in conformity with the *Worker's Compensation Act*, R.S.B.C. 996, c. 492, as regards to employee coverage, benefits, and safety regulations.
- (e) Be responsible for any deductible amounts under the policies.

### **6.4 Insurance Certificates**

Prior to receiving a Purchase Order from the City, the Consultant shall provide Certificate(s) of Insurance to the City which satisfies the City that the insurance required herein has been obtained and is in force. The City shall be named as an Additional Insured on all Certificates. The policies shall also contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation or material change in the policies.

### **6.5 Survival of Insurance Provisions**

It is understood and agreed that the covenants contained in Sections 6.1 through 6.4, inclusive, shall survive the expiry or earlier termination of this Agreement, and that those Sections are severable for such purpose.

## **7.0 CITY BUSINESS LICENSE**

Prior to receiving a Purchase Order from the City, the Consultant shall obtain and maintain a valid City of Parksville Business License for the duration of the Agreement. Costs associated with the license are the responsibility of the Consultant.

## **8.0 WORKSAFE BC COVERAGE**

### **8.1 WorkSafe BC Compliance**

The Consultant agrees that it shall procure in British Columbia and carry and pay for, full WorkSafe BC coverage for itself and all workers, employees, servants, and others engaged in or upon any work or Service which is the subject of this Agreement. The Consultant agrees that the City may deduct any unpaid premiums, assessments, or penalties for such WorkSafe BC coverage from any monies owing by the City to the Consultant, where the Consultant fails to make such payments on demand by the City. The City shall have the right to withhold payment under this Agreement until WorkSafe BC premiums, assessments, or penalties in respect of the Services performed in fulfilling this Agreement have been paid in full.

### **8.2 WorkSafe BC Registration**

Prior to receiving a Purchase Order from the City, the Consultant shall provide the City with the Consultant's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Consultant is registered in good standing with WorkSafe BC, and that all premiums and assessments have been paid to the date thereof.

### **8.3 WorkSafe BC Indemnity**

The Consultant shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties, and proceedings arising out of or in any way related to unpaid WorkSafe BC premiums, assessments, or penalties owing from any person or corporation engaged in the performance of Services under this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations, and practices of WorkSafe BC.

## **9.0 CITY INFORMATION AND RESOURCES**

### **9.1 Available Information**

The City shall make available to the Consultant all relevant information, plans, maps, reports, specifications, standards, and data pertinent to the Project which is in the hands of the City and is required by the Consultant to perform the Services. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable to do so.

### **9.2 City Resources**

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The City acknowledges that the Consultant's ability to provide the Services in accordance with this Agreement shall be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by the Consultant. To the extent that the City fails to provide City resources, the Consultant shall not be liable for any resulting delay in the Services or failure to meet the Delivery Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall the Consultant be entitled to extra compensation for same.

### **9.3 Obligations of Consultant**

No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of the Consultant, and all responsibility related to the performance of the Services shall be and remain with the Consultant.

## **10.0 OWNERSHIP AND USE OF MATERIALS**

### **10.1 Ownership of the Materials**

All reports, designs, sketches, drawings, plans, specifications, calculations, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, other documents or products produced by the Consultant under this Agreement (collectively, "the Material") are and shall remain the property of the City even though the Consultant or another party has physical possession of them. The Consultant hereby waives, in favour of the City, any moral rights the Consultant, its employees, or Subconsultants may have in the Material. Until the expiry or earlier termination of this Agreement, the Consultant may retain copies, including reproducible copies, of the Material.

### **10.2 Delivery and Use of Material**

All Material shall be transferred and delivered by the Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request. Materials created electronically must be submitted in a format and medium acceptable to the City. The Material may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

### **10.3 Survival of Ownership and Use Provisions**

It is understood and agreed that the covenants contained in Sections 10.1 through 10.2, inclusive, shall survive the expiry or earlier termination of this Agreement, and that those Sections are severable for such purpose.

## **11.0 CONFIDENTIALITY**

### **11.1 No Disclosure**

The Consultant shall keep confidential and shall not disclose, publish, or release any information, data, or secret of the City to any person other than representatives of the City duly designated for that purpose, in writing by the City, and shall not use for the Consultant's own purposes, or for any purpose other than those of the City, any information, data, or secret the Consultant may acquire as a result of the performance of the Services.

### **11.2 Freedom of Information and Protection of Privacy Act**

The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and agrees to any disclosure of information by the City as required by law. The Consultant further acknowledges that they may have access to personal information as defined under FIPPA, and the Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

### **11.3 Advertising**

The Consultant shall submit to the City any proposed advertising or publicity by the Consultant, referring to the City, the Project, or performance of the Services, for written approval prior to issue.

## **12.0 ASSIGNMENT**

The Consultant shall not assign this Agreement, in whole or in part, except with the prior written consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned. Any attempt to assign this Agreement without such consent shall be void and of no effect. However, the Consultant shall be permitted to assign this Agreement to any entity into, by, or with which the business or assets of the Consultant have been merged, acquired, consolidated, or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided that the Consultant first provides the City with reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction), and a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform the Services of this Agreement.

## **13.0 TERMINATION OF AGREEMENT**

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### **13.1 Termination for Cause or Default**

The City reserves the right to immediately cancel all or any part of this Agreement if the Consultant or any Subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such cancellation shall be in writing, may be without notice, and shall not result in any penalty or other charges to the City. Without limitation, the Consultant is in default of its obligations contained in this Agreement if the Consultant, or any Subconsultant:

- (a) Fails to supply sufficient, properly skilled workers or proper workmanship, products, materials, tools, and equipment to perform the Services;
- (b) Fails to observe or comply with all laws or ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, provincial, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertains to;
- (c) Fails to observe or comply with the City's reasonable instructions;
- (d) Breaches the Conflict of Interest provisions of this Agreement; or
- (e) Otherwise violates any provision of this Agreement.

### **13.2 Termination for Convenience**

The City may, at its option, terminate this Agreement at any time during the Agreement Term, and, if such option is exercised, then this Agreement shall terminate fifteen (15) business days after the date such written notice is received, or deemed received, by the Consultant.

### **13.3 Steps after Termination**

Upon termination of this Agreement by the City, the City shall pay the Consultant for the Services rendered and disbursements incurred by the Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from the Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

### **13.4 Force Majeure**

Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed, prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or

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Services to be supplied hereunder is reduced or eliminated by any course, except financial, for reasons beyond its control, including but not limited to: fire, explosion, war, riots, strikes, labour disputes, and governmental laws, orders, or regulations.

## **14.0 APPLICABLE LAWS AND BY-LAWS**

### **14.1 Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the Courts of Nanaimo, British Columbia and agree that any action under this Agreement be brought in such courts.

### **14.2 Codes and By-Laws**

The Consultant shall provide the Services in compliance with all applicable federal, provincial, regional, and municipal codes, by-laws, and regulations.

### **14.3 Interpretation of Codes**

The Consultant shall, as a qualified and experienced professional, interpret codes, by-laws, and regulations applicable to the performance of the Services.

### **14.4 Licenses and Registrations**

During the term of this Agreement, the Consultant and all Subconsultants shall possess and maintain licenses, registrations, and permits where required by legislation to perform the Services.

## **15.0 CONFLICT OF INTEREST**

### **15.1 Conflict of Interest**

The Consultant, the Consultant's employees, and Subconsultants:

- (a) Shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring the impartiality of the Consultant or its employees into question;
- (b) Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision might further their private interests;
- (c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit

connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

(d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, the Consultant shall promptly declare it to the City, and;

(e) Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligations of the Consultant to such other person, firm, or corporation.

### **15.2 Breach of Conflict of Interest**

A breach of the conflict of interest clauses of this Agreement constitutes grounds for termination of the Agreement, should the City deem such action appropriate.

## **16.0 DISPUTE RESOLUTION**

### **16.1 Dispute Resolution Procedures**

The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement (“Dispute”) using the Dispute Resolution Procedures set out in this Section.

### **16.2 Negotiations**

First, the City’s Project Representative and the Consultant’s Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City’s Chief Administrative Officer, or designee, and the Consultant’s Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

### **16.3 Arbitration**

If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the first negotiation, either party may, by notice to the other party, submit the Dispute for resolution under the *Commercial Arbitration Act*. Within seven (7) days of delivery of such notice, the parties shall jointly appoint a single arbitrator.

The cost of the arbitration (including fees of arbitrators) shall be borne equally by the parties, and each party shall bear its own costs of participating in arbitration. The arbitration shall take place in the Parksville, British Columbia area. The award of the arbitrator shall be final and binding upon the parties.

## **17.0 PROJECT REPRESENTATIVES AND NOTICES**

### **17.1 City's Project Representative**

The City appoints the person named below as the City's Project Representative for the purposes of this Agreement (the "City's Project Representative").

### **17.2 Consultant's Project Manager**

The Consultant appoints the person named below as its Project Representative for the purposes of this Agreement (the "Consultant's Project Manager").

### **17.3 Communications and Notices**

All communications between the City and the Consultant regarding this Agreement, including the performance of the Services, shall be between the City's Project Representative and the Consultant's Project Manager. Any notice, report, or other documents that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, or if by mail, five (5) calendar days after posting.

The addresses for delivery shall be as follows:

#### **City of Parksville**

Project Representative: \_\_\_\_\_

P.O. Box 1390

Parksville, B.C. V9P 2H3

Telephone No.: (250) \_\_\_\_\_

Email Address : \_\_\_\_\_



**The Consultant**

Project Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**18.0 GENERAL**

**18.1 Headings**

The heading or captions appearing in this Agreement are inserted for convenience.

**18.2 Amendment**

This Agreement may be amended only by written Amendment to this Agreement, signed by both parties.

**18.3 Validity of Provisions**

If any provision of this Agreement is invalid or unenforceable, it shall be severed from the Agreement and shall not affect the enforceability or validity of the remaining provisions of the Agreement.

**18.4 Conflict between Agreement and Exhibits**

In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall prevail.

**18.5 Legally Binding Agreement**

This Agreement shall benefit and be legally binding on the parties and their successors and permitted assigns.

**18.6 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations, and agreements shall be a waiver of any subsequent breach or of any other covenant, obligation, or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**18.7 Entire Agreement**

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the terms, conditions, and Services and supersedes all earlier proposals, understandings, communications, representations, and agreements, whether oral or in writing. Any Amendment to this Agreement shall prevail over any other provision of this Agreement, in the event of an inconsistency between them.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the day and year first above written.

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Parksville, in the Province of British Columbia.

**CITY OF PARKSVILLE**

**CONSULTANT**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Signing Officer

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Legal Name of Consultant

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Address (City, Province, Postal Code)

**Attachments to Appendix 1:**

**Exhibit "A" Terms of Reference (Project and Services)**

**Exhibit "B" Hourly Rates and Fees for Services**

**Exhibit "C" Delivery Schedule**