



TOWN OF OLIVER

REQUEST FOR PROPOSALS

for

HIGHLIFT PUMP STATION DESIGN AND ADMINISTRATION

OLIVER-26-DEVELOPEMENT

TOWN OF OLIVER
REQUEST FOR PROPOSALS
[HIGHLIFT PUMP STATION DESIGN AND ADMINISTRATION]

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August 10th, 2026

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TOWN OF OLIVER
REQUEST FOR PROPOSALS
HIGHLIFT PUMP STATION DESIGN AND ADMINISTRATION

1. INTRODUCTION

1.1. PURPOSE

The Town of Oliver “Town” is seeking Proposals from qualified Proponents to undertake the detailed design, tendering support, and construction administration services for the Project described in this Request for Proposal “RFP”. All services shall be completed in accordance with the requirements of this RFP and the terms of the resulting Agreement.

This RFP is a request for proposals and is not a 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 in accordance with the evaluation criteria set out herein. The Proponent selected as the Preferred Proponent will be invited to enter into negotiations with the Town to finalize an Agreement for the 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

The Highlift Station, located at 5971 Sawmill Road, contains aging infrastructure that is critical to the Town's sanitary sewer system. The existing electrical infrastructure has reached the end of its service life and can no longer be reliably maintained without significant upgrades.

As outlined in this RFP, the successful Proponent will be responsible for providing civil and other related consulting services required for the Project. The successful Proponent will also be responsible for the construction of the new infrastructure, including quality control and quality assurance management throughout the Project.

The site contains several existing utilities and infrastructure constraints that must be considered during design and construction. Overhead power lines are located adjacent to the site, and

underground electrical infrastructure exists around the perimeter of the property. Underground irrigation infrastructure is present throughout the site. In addition, multiple underground utilities are located in the vicinity of the Highlift Station.

1.3. SUPPORTING DOCUMENTATION

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

B508-5-202-R – The Village of Oliver – Oliver Effluent Irrigation Project – Effluent Equalization Basin – Site Plan – Details and Sections.

B508-5-209 – The Village of Oliver – Oliver Effluent Irrigation Project Pumphouse Electrical Layout.

306-1121-05-2 – High Lift Station Electrical Plan and Details.

To receive these documents and reports, please email works@oliver.ca and kmercerc@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: KMercerc@oliver.ca**

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

TIME: 1:30 PM local time
DATE: October 2nd, 2026

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.

2.4. SITE MEETING

Consultants wishing to submit a proposal for this work are recommended to attend the Site Meeting

to be held at 5971 Sawmill Road on Monday, August 24th, 2026, at 1:30pm.

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 people 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. 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.

3.6. 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.

3.7. 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.

3.8. 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.

3.9. 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, nor 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

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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 provision of all professional engineering and related consulting services required for the complete design, tendering, construction administration, and project close-out of the Project, as well as all materials, labour, equipment, and services necessary for the successful completion of the construction works described in this RFP and the Agreement.

At a minimum, the Work shall include the preparation of engineered drawings, technical specifications, installation details, cost estimates, stakeholder communications, tendering services, construction administration services, field reviews, material testing, and record drawings for all Project-related works.

For proposal purposes, the Work shall be organized into the following phases:

- Design Phase
- Construction Phase
- Post-Construction / Close-Out Phase

The items listed herein represent the Town's minimum expectations and are not intended to be an exhaustive list of all services, activities, or deliverables required to complete the Project.

The Consultant shall provide pre-design investigations, detailed design, preparation of tender-ready engineering drawings and specifications, tendering support services, and construction administration services for the Highlift Pump Station Upgrades Project.

Design Phase

The design phase shall include, but not be limited to, the following:

- Design of a permanent bypass arrangement on Pine Avenue for the existing 350 mm ductile iron forcemain.
- Design of piping upgrades within the Highlift Pump Station.
- Preparation of construction cost estimates at key design milestones.
- Preparation of all required drawings, specifications, and tender documents.

Construction Phase

The construction phase shall include, but not be limited to, the following:

- Supply and installation of the permanent bypass arrangement on Pine Avenue.
- Removal and disposal of existing piping.
- Supply and installation of upgraded internal piping systems.
- Removal and disposal of the existing flow meter.
- Installation of a new supplied flow meter.
- Provision of temporary bypass pumping for the duration of construction activities.
- Construction administration, field reviews, contract management, quality assurance, and testing services.

Post-Construction / Close-Out Phase

The post-construction phase shall include, but not be limited to, the following:

- Preparation of record drawings (as-constructed drawings).
- Completion of deficiencies and final inspections.
- Submission of operation and maintenance documentation.
- Warranty period support, as required.
- Project close-out documentation and certification.

The scope of the Project also includes the requirements outlined in Sections 5.1.1 through 5.1.6.

5.1.1. PROJECT MANAGEMENT

The Consultant shall provide project management services throughout all phases of the Project in coordination with the Town's Project Manager. At a minimum, the Consultant's project management responsibilities shall include the following:

- The Consultant shall closely manage the Project schedule, resources, scope, and budget throughout all phases of the Work. To support effective project management, the Consultant shall establish key project milestones, develop action plans, identify critical path activities, set target completion dates, monitor progress against established milestones, and implement

budget control measures.

- Deliverable: The Consultant shall provide regular written progress reports to the Town. Reports shall summarize progress against the baseline schedule, identify project constraints and risks, provide updates on key deliverables and anticipated completion dates, identify outstanding issues requiring resolution, report on project budget status, and outline any corrective actions proposed or implemented to maintain the approved schedule and budget.
- The Consultant shall identify any long-lead equipment, materials, or components for which advance procurement or pre-purchase by the Town may be recommended to support the Project schedule and mitigate supply chain risks.

5.1.2. PRE DESIGN PHASE

1. Gather and review all available information required to complete the Project, including previous reports, utility information, proposed works from adjacent developments and their engineering consultants, provincial mapping data, Town bylaws, development servicing requirements, applicable standards, and other relevant documentation.
2. Conduct all survey work required to support the design and layout of the Project.
 - Liaise with the Town's Engineering Department to confirm required survey deliverables and data formats for final submission.
3. Identify all permits, approvals, and authorizations required for the Project. Prepare all necessary documentation and applications for submission by the Town to regulatory agencies, approval authorities, and third-party utility providers.
4. Prepare a Pre-Design Report outlining:
 - Existing conditions.
 - Design criteria and recommended design approach.
 - Key assumptions and constraints.
 - Preliminary construction staging considerations.
 - Class D cost estimate.
 - Decisions required from the Town prior to proceeding with detailed design.

5.1.3. DETAILED DESIGN PHASE

1. Following approval of the Pre-Design Report, prepare detailed design drawings and specifications in accordance with the Town's standards, specifications, and requirements, and submit them to the Town and its technical advisors for review and comment. Revise the documents as required.
 - Design work shall comply with all applicable legislation, codes, standards, and guidelines, and shall reflect accepted engineering practices, including the Town of Oliver Standard Drawings.

2. Submit drawings, specifications, and cost estimates at the following stages for review:
 - 60% Design – Class D Estimate.
 - 90% Design – Class A Estimate.
 - At each review stage, provide electronic copies and two full-size hard-copy drawing sets to the Town.
3. Prepare final design drawings, specifications, and tender documents suitable for construction tendering.
 - All final drawings, specifications, schedules of quantities and prices, and supporting documents shall be provided to the Town in electronic editable format.
4. All final design documents shall be signed and sealed by the Engineer of Record in accordance with EGBC requirements.
5. Prepare a detailed pre-tender construction cost estimate based on the Schedule of Quantities and Prices, including appropriate contingencies reflecting project risks, market conditions, and identified uncertainties.
6. Update the proposed construction services budget, where required, if construction duration or other schedule-related factors differ materially from the original Proposal.
7. Prior to commencement of construction, prepare a comprehensive photographic and video recording of existing site conditions within the work area.

5.1.4. TENDERING SERVICES PHASE

Tender documents shall define all construction requirements, including specifications, workmanship standards, construction schedules, quality control requirements, testing and reporting requirements, commissioning procedures, and all responsibilities associated with any pre-purchased equipment.

Tender documents shall also include appropriate provisions addressing contractor performance, project schedule requirements, and operational considerations, as determined in consultation with the Town during the design phase.

Tendering services shall include, but not be limited to, the following:

1. Submit draft tender documents to the Town for review and comment.
2. Revise tender documents based on comments received from the Town.
3. Prepare final tender documents suitable for advertisement.

- The Town will be responsible for advertising the tender opportunity.
4. Provide one complete digital set and five hard copy sets of the final tender documents to the Town.
 - The Town will be responsible for issuing tender documents and receiving tender submissions.
 5. Chair and facilitate a mandatory pre-tender meeting at the Project site.
 6. Provide tender administration services, including:
 - Responding to bidder inquiries.
 - Preparing and issuing addenda.
 - Reviewing bids for compliance.
 - Preparing a tender evaluation memorandum and award recommendation.
 7. Prepare contract documents for execution by the Town and the successful Contractor.

5.1.5. CONSTRUCTION SERVICES PHASE

Provide all construction-related services required for successful delivery of the Project, including contract administration, field review, inspection, commissioning support, and project close-out activities.

Services shall include, at a minimum:

- Administer the construction contract in accordance with the contract documents and applicable industry standards.
- Coordinate execution of the Contract beginning with issuance of the Notice to Proceed.
- Conduct and chair a pre-construction meeting with the Town, Contractor, and project team.
- Chair bi-weekly construction meetings and distribute meeting minutes, action items, and responsibilities within 48 hours.
- Provide advisory services regarding interpretation of the Contract and monitor contractor performance and schedule compliance.
- Review and recommend progress payment applications.
- Coordinate activities among the Town, Contractor, utility providers, regulators, and other

stakeholders.

- Ensure compliance with applicable Town standards and industry standards, including AWWA requirements for materials, installation procedures, testing, and commissioning.
- Provide quality assurance field reviews and inspection services during construction.
- Assist with commissioning, testing, and startup activities as required.
- Provide a proposed fee schedule, including estimated hours and rates for contract administration and inspection services based on the assumed construction duration.

The Town recognizes that the construction schedule and level of effort required for construction services may change as the Project develops.

For proposal purposes:

- Assume an approximate three-month construction period.
- Assume part-time inspection services are required.
- Any adjustments resulting from design refinements or schedule changes will be reviewed with the Town prior to tendering.

5.1.6. POST-CONSTRUCTION / CLOSEOUT PHASE

- Prepare and submit record drawings and service cards based on actual construction within one month of Total Completion.
- Conduct a final project review and close-out meeting with the Town.
- Assist in resolving outstanding deficiencies and warranty-related matters, as required.
- Submit all project close-out documentation, including testing records, commissioning documentation, and final certifications.

The phases and tasks described in Sections 5.1.2 through 5.1.6 are intended to identify the Town's minimum requirements and are not exhaustive. The Consultant shall include all additional services, tasks, and deliverables that, in the Consultant's professional opinion, are necessary to successfully complete the Work.

The Town reserves the right to negotiate the scope of services, deliverables, schedule, and fees with the preferred Consultant prior to execution of the Agreement.

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 September 21st 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.

Task	Completion Date
Award to consultant	October 13, 2026
30% Design submission	November 15, 2026
60% Design submission	January 15, 2027
90% Design submission	February 28, 2027
Tendering	March 15, 2027
Tendering Award	April 30, 2027
Construction Start	May 17, 2027
Construction Completion	August 9, 2027

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.

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

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 Proposal shall include a lump-sum fee covering the preparation of tender documents, tender administration, bid evaluation, recommendation of award, and preparation of contract documents. The cost of advertising the tender shall be the responsibility of the Town.

Construction services shall be provided as a separate fee estimate and shall include a detailed breakdown of anticipated hours, personnel classifications, equipment charges, and associated rates.

The Proposal shall include a schedule of hourly rates for all personnel, equipment, and reimbursable expenses, including transportation costs. The rates submitted in the Proposal shall remain fixed for the duration of the design and tendering phases of the Project.

HIGHLIFT PUMP STATION DESIGN AND ADMINISTRATION
REQUEST FOR PROPOSALS
August 10th, 2026

Any adjustments to hourly rates for services provided during the construction and post-construction phases may only be negotiated prior to the completion of the tendering phase and commencement of construction. Following award of the construction contract, no increases to the approved hourly rates will be considered for the remainder of the Project.

All fees shall be quoted in Canadian dollars. Applicable taxes shall be included in the Proposal price and identified as separate line items.

The Town's obligations under the Builders Lien Act (British Columbia) shall apply to payments made under the Agreement, where applicable.

APPENDIX “A”

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: HIGHLIFT PUMP STATION 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		
Addendums acknowledged			
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	10	
	Methodology	15	
	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	

HIGHLIFT PUMP STATION DESIGN AND ADMINISTRATION
REQUEST FOR PROPOSALS
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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) 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?
- (iv) 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?
- (v) 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 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 its 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.