



**Contract 2813P**

**Terms of Reference - Child Care Coordinator**  
**Part-Time, Temporary Contract**

**1. Introduction**

The City of Richmond proposes to engage the services of a consultant to coordinate the development of child care facilities in Richmond from March 2006 to December 31, 2006.

As demonstrated in the Richmond 2001 – 2006 Richmond Child Care Needs Assessment, and supported by recent statistics, there is a significant need in Richmond for additional child care spaces. With new funding available through the Provincial Child Care Targeted Major Capital Funding program, the coordination of all community, City and provincial stakeholder interests is required to help ensure that Richmond receives the maximum benefit from Provincial funding opportunities.

A coordinator is needed to work with child care providers, the Child Care Development Advisory Committee (CCDAC), City staff, the Province and other stakeholders to ensure a well-planned approach to the development of new spaces.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

**2. Submission Details**

Three (3) copies of proposals marked “**Contract 2813P Terms of Reference - Child Care Coordinator**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 4:30pm, Local time on Friday, February 17, 2006. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals shall be irrevocable until the City awards this Contract or cancels this Request for Proposals, whichever first occurs.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check BCBid and or the City of Richmond's Website to ensure that all available information has been received prior to submitting a bid.

### **3. Enquiries**

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Telephone: 604-276-4287

David Phipps

Supervisor, Purchasing

Purchasing Department

City of Richmond

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

3.2 Technical clarification shall be directed to:

Technical

Telephone: 604-276-4220

Lesley Sherlock

Social Planner

City of Richmond

E-mail: [lsherlock@richmond.ca](mailto:lsherlock@richmond.ca)

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

### **4. Project Background**

#### **4.1 Purpose**

The purpose of this document is to establish the Terms of Reference and a draft work program for the part-time, temporary Child Care Coordinator contract position with the City of Richmond from February 2006 to December 31, 2006.

#### **4.2 Background**

##### **Federal and Provincial Funding**

Increased federal funding for child care has the potential to significantly increase the availability of quality, universal, accessible, child care in Richmond. Through the provincial Targeted Major Capital Grants Program, the province is offering a 90% contribution to a maximum of \$500,000 for the development of licensed

group child care spaces in aboriginal and priority communities for children 0 – 5 years of age.

Major Capital Funding can be used for land, building, renovation, site development, equipment and furnishings.

Four Richmond communities have been identified as priorities (Cambie, City Centre, East Richmond, Thompson). Therefore, up to \$2 million (e.g., \$500,000 x 4 facilities) of the federal funding is theoretically available for Richmond.

Application deadlines announced to date are November 15, 2005, January 31, 2006 and April 30, 2006. On December 13, 2005, Linda Reid, Minister of State for Child Care, indicated her intention to issue further proposal calls throughout her term of government.

The January 23<sup>rd</sup>, 2006 Federal Election may affect the ability of the province to offer future capital grants programs. The Provincial Child Care Policy Branch, Ministry of Children and Family Development, indicated that they do not yet know if or how future Major Capital Grants child care funding programs will be affected by election results. They can only ensure that applications for the January 31, 2006 deadline will not be affected.

#### **4.3 Coordination Goals**

To maximize the benefit of federal and provincial child care funding, a temporary, part-time child care coordinator is needed to assist the Child Care Development Advisory Committee (CCDAC) and City Staff to coordinate:

##### 4.3.1 1<sup>st</sup> Priority:

- planning how a maximum of \$2,000,000 in provincial funding can best be used in Richmond, including identification of potential sites
- the planning, design and leasing of City and non-City child care facilities, and
- further funding opportunities that may arise from senior government monies.

##### 4.3.2 2<sup>nd</sup> Priority:

- further CCDAC 2006 Work Program implementation.

#### **4.4 Benefits of Coordination**

##### 4.4.1 Child care coordination will help to ensure that:

- the Richmond community receives provincial government funding for new child care spaces,
- new child care spaces are planned in a coordinated fashion,
- the child care sector is further supported through implementation of the CCDACs 2006 Work Program.

#### 4.4.2 Child Care Coordination will assist the City to achieve its:

- recommendations from the Needs Assessment to increase child care spaces in Richmond in a coordinated fashion,
- policy commitment of being an active partner with senior levels of government, parents, the private sector, and the community in the development and maintenance of a comprehensive child care system in Richmond,
- implementation strategy of determining whether any current City land holdings might be appropriate to make available for immediate use as child care facilities,
- vision of being the most appealing, livable, well-managed community in Canada, and
- vision of being the best place in North America to raise children and youth.

## 5. Project Scope

### 5.1 Coordinator Activities

Working under the direction of City Staff and advice from CCDAC, the child care coordinator will:

#### 5.1.1 1<sup>st</sup> Priority:

1. Coordinate the City response to child care providers applying for Provincial Targeted Major Capital Funding requests, develop recommendations regarding the provision of City land/buildings to child care providers, and coordinating other major capital funding opportunities that may arise, by:
  - Maintaining contact with child care providers applying for provincial targeted major capital funding
  - Applying CCDAC, Provincial and City criteria to evaluate child care operator requests for City assistance, assessing requests and making recommendations regarding which request(s) to support
  - Communicating regularly with the Province regarding the status of applications and future funding opportunities
  - Organizing and facilitating meetings with other stakeholders regarding potential child care sites
  - Working with a range of City staff (e.g., Parks, Recreation and Culture, Lands and Property, Facility Operations and Maintenance, Facility Planning & Construction, Policy Planning) to determine what property/buildings may be considered as sites for new child care centre(s)

- Preparing an inventory of possible sites for a new child care centre(s), possibly as part of a hub model of early childhood services, including City and stakeholder sites
- Coordinating and preparing a report for Council with recommendations regarding which requests to support, options regarding the provision of City land/buildings, and financial implications for the City
- If Provincial funding is received and the provision of City land/buildings is approved by Council, working with City staff to coordinate the renovation/construction of child care centre(s)
- Working with Parks, Recreation and Cultural Services staff and Community Associations regarding incorporating child care centres in future City Centre recreation and community service centres
- Submitting reports as required, including a year-end report in December 2006
- Performing all activities related to the project such as administration, research, coordination, strategy development, community consultation, analysis, etc.

5.1.2 2<sup>nd</sup> Priority:

2. As time permits, assisting the Child Care Development Board with implementing other aspects of its 2006 Work Program (attached).

## 6. Roles

### 6.1 Child Care Development Advisory Committee (CCDAC)

The CCDAC, advisory to Richmond City Council regarding child care development, will guide the work of the Child Care Coordinator, advising the City on consultant selection, work program, contract implementation and draft and final report(s) and recommendations.

### 6.2 Consultant

The Consultant will:

- perform services necessary to achieve the work set out in the proposed Work Program.

### 6.3 City Staff

Parks, Recreation and Cultural Services staff will:

- direct and manage the consultant contract
- at City expense:
  - provide central copying/printing service
  - make available meeting space
  - provide mail service
- make final decisions regarding terms of reference, consultant selection, etc.

Policy Planning staff will assist Parks, Recreation and Cultural Services staff in:

- providing policy direction and interpretation
- advising re: community consultation and analysis

## 7. Proposed Work Program

The following proposed work program may be modified by the City, in consultation with the consultant. Modification may arise due to federal funding to the province, provincial funding deadlines and decisions, child care provider requests of the City, stakeholder roles, and other factors.

<b>Proposed Work Program</b>		
<b>Phase</b>	<b>Primary Role*</b>	<b>Date, 2006</b>
<b>Preliminary</b>		
Call for Proposals	Staff, CCDAC	February
Proposal review; select and hire consultant	Staff, CCDAC	February
- Finalize work program	Staff, CCDAC, Consultant	March
<b>Phase 1 – Coordinating City Response to Requests of Land/Buildings</b>		
- Apply City criteria to requests of the City & make recommendations - Coordinate stakeholder meetings - Coordinate City staff to develop recommendations regarding the provision of land/buildings and outline financial implications	Consultant	March
<b>Phase 2 – Report to Council with Recommendations</b>		
- Prepare report for Council proposing City response to child care provider requests for City support and outlining financial implications - Assist in presentation of report	Consultant	April
<b>Phase 3 – Coordinating Further Funding Applications</b>		
Repeat phase 2 if required by further funding opportunities, child care need, and requests of the City	See Phase 2	Ongoing
<b>Phase 4 – Implementation of Successful Applications</b>		
If Provincial funding is received and the City provides land or buildings, work with City staff and child care provider(s) to develop child care facility	Consultant, Staff	May – December
<b>As time permits, during all phases (2<sup>nd</sup> priority):</b>		
- Assist CCDAC with implementing other aspects of their 2006 Work Program (attached)		
- Submit interim reports as required		
<b>Phase 5 – Final Report</b>		
- Prepare draft – summarize contract work achieved - Review and Finalize	- Consultant - CCDAC, Staff, Consultant	December

\*all work is under advisement of the CCDAC and direction of City Staff

## **8. Consultant Critical Skill Factors**

The consultant critical skill factors for this Study include:

- degree in child and youth care or equivalent post-secondary education preferred
- experience in developing child care centres from planning to construction
- familiarity with Richmond
- understanding of municipal processes
- knowledge of and experience in developing child care policies
- knowledge of federal and provincial child care initiatives
- ability to work collaboratively with diverse groups
- ability to work with different levels of government
- project coordination
- work program management
- report writing including developing recommendations
- community consultation experience
- community development experience
- group facilitation skills
- conflict resolution skills
- data analysis
- excellent English oral presentation and written skills
- knowledge of Cantonese would be an asset.
- other, as necessary.

## **9. Consultant Fees**

All Consultant costs (eg. fees, expenses, travel, etc.) shall not exceed \$45,000, not including GST.

## **10. Consultant Proposal Requirements**

For the proposal to be considered, it must include:

- 10.1 An understanding of the Role  
A statement of the proponent's understanding of the nature and scope of work
- 10.2 A Consultant Work Program  
A consultant work program indicating:
- how all the consultant requirements identified in the Terms of Reference and Work Program will be met
  - a projected schedule for the completion of all phases
- 10.3 Consultant Team (if more than one person)  
If a Consultant Team is proposed, indicate:
- the name of each team member
  - their respective skills
  - their work assignments for this proposal

- their detailed resumes, highlighting personal involvement in similar projects.

#### 10.4 A Consultant Budget

- Proposed total consultant budget with a breakdown of all budgeted costs for each component and stage of the work, to a maximum of \$45,000 (excluding GST).
- The proposal must include all costs that the proponent will incur in his/her work, including costs of telephone calls, paper, gas, applicable taxes, secretarial assistance and any other operating expenses, excluding GST.
- In addition, the proponent's bid should include the expenses for any other professional services should he/she wish to involve another consultant in completing the project.

#### 10.5 Proof of insurance, business license

#### 10.6 Contract

- The Consultant shall sign a standard City of Richmond Consulting Contract, similar in content to the one listed as attachment three to this document.
- The City of Richmond shall make payments based on work completed and invoices submitted only
- The contract will be reviewed if Provincial funding is not received.

### 11. Project Deliverable

A minimum of two reports are required:

- Report for Council with recommendations regarding which request(s) to support, options regarding the provision of City land/buildings, and financial implications for the City
- Final report describing contract work achieved

#### Draft Reports

- The consultant is expected to submit draft reports by e-mail.

#### Final Reports

- The Final Report will be submitted by e-mail and there should also be one camera-ready hard copy.
- Any information submitted on disk must be in Microsoft Word 2000 compatible format.
- The City retains the rights to the Final Report.

#### Recommendations

- Reports for Council will include recommendations regarding land, facilities, funding and child care projects

#### Prepare contracts, MOU's

- If required, contracts/MOU's with child care providers will be prepared.

## **12. Consultant Proposal Evaluation Criteria**

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- The consultant proposals will be evaluated by the Child Care Development Advisory Committee and City Staff after the closing date.
- Proponents are encouraged to develop innovative approaches, where appropriate.
- The following evaluation criteria will be used, and any other factors deemed relevant to make a selection:
  - Previous experience of the proponent
  - Meeting the consultant critical skill factors
  - The qualifications, availability and experience of team members, if applicable
  - The extent to which the proposal demonstrates an understanding of the scope of work required to complete the project
  - Clarity/presentation of proposal
  - Proposed costs
  - Ability to implement the Terms of Reference and draft Work Program, and conform to the evaluation criteria
  - Ability of the consultant to meet the project schedule.



**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.  
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender  
**No 2813P.**

**A Quotation/Proposal/Tender is not being submitted for the following reason(s):**

- |  |  |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services  | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications     | <input type="checkbox"/> Cannot meet delivery requirements                                       |
| <input type="checkbox"/> Specifications are not sufficiently defined               | <input type="checkbox"/> Cannot quote/tender a firm price at this time                           |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender.                              |
| <input type="checkbox"/> Quantity too small  | <input type="checkbox"/> We are unable to competitively quote/tender at this time.               |
| <input type="checkbox"/> Quantity too large  | <input type="checkbox"/> We do not have facilities to handle this requirement                    |
| <input type="checkbox"/> Quantity beyond our production capacity                   | <input type="checkbox"/> Licensing restrictions (please explain)                                 |
| <input type="checkbox"/> Cannot meet packaging requirements                        | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading                | <input type="checkbox"/> Other reasons or additional comments (please explain below)             |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	

## Attachment One

### **Child Care Development Advisory Committee 2006 Work Program**

#### **2006 Work Program**

1. Continue to work with the City Staff and Elected Officials to implement the goals of the City of Richmond's Commitment to Child Care "to be an active partner with senior levels of government, parents, the private sector, and the community in the development and maintenance of a comprehensive child care system in Richmond. This system shall provide quality programs which are accessible and affordable" with particular attention to the potential funding of a National Child Care System.
2. Request that the City of Richmond retain a consultant to act as Child Care Coordinator on a part-time contract basis. This position is necessary given the need to maximize the benefit of federal and provincial child care funding to the community, and to assist the Child Care Development Advisory Committee to implement its 2006 work program.
3. Advise the City of partnerships as they relate to Capital Initiatives from other levels of Government.
4. Prepare a report to propose ways in which City officials can encourage increased developer contributions to the Child Care Development Statutory Reserve.
5. Communicate information regularly to Mayor and City Council on important issues related to child care.
6. Participate in the Richmond Children First Initiative sponsored by the Ministry for Children and Family Development.
7. Facilitate a roundtable of stakeholders to discuss current issues surrounding childcare.
8. Seek out and work with all community partners in the City whose focus is children and families.
9. Host a reception for "May is Child Care Month" Child Care Open House Event as a way to raise the profile of CCDAC and network in the community, and partner with others to host additional Child Care Month events.
10. Print and distribute child care month information to Richmond Centre Mall and other appropriate locations.
11. Finalize the revised CCDAC Terms of Reference and the City's Child Care Policy.

## Attachment Two

### CRITERIA FOR EVALUATING THE SUBMISSIONS

#### **Child Care Capital Funding Program: Major Capital Funding for Creation of New Child Care Spaces.**

In 2005, Richmond City Council adopted a resolution stating that “Richmond is the best place to raise children in North America:” and is committed to an asset development approach.

In the City of Richmond Parks, Recreation and Cultural Services Master Plan there is a commitment by the City to a Relationship Based Approach. It states:

- To achieve Richmond’s vision, the tradition of citizens, organizations, government agencies and the City working together, cooperatively and collaboratively must be nurtured and expanded. Meeting the community’s current and future needs is beyond the capacity of the public sector, private sector or not-for-profit sector alone – all must work together to make this happen. All parties must accept and share responsibility for the community’s social, economic, environmental and cultural well-being.
- Building relationships between and among quality- of-life service providers is critical to the sustainable success of the system. These relationships will help ensure effective and efficient use of scarce resources and will lead to exciting new service delivery relationships for the community. Creating a strong, connected community depends on Richmond’s quality-of-life organizations working together.

#### **Criteria**

To facilitate applications, the City of Richmond has established assessment criteria for applications to City of Richmond for assistance. Preference will be given to those proposals that demonstrate the following:

1	The childcare spaces to be created are co-located with other children/family services (eg. community hubs).
2	An organization can provide a clear demonstration that the project provides much needed child care that is not currently available in the Community
3	An organization is a non-profit society in good standing with BC Corporate Registry.
4	An organization must prove that they are financially viable and have a solid business plan for operation of the child care facility
5	An organization has a proven record showing that they have the knowledge, skills and experience to undertake the project.
6	If currently licensed, are in compliance with the Assisted Living Act and Child Care Licensing Regulation, or if not yet operating, in the process of obtaining a license under the Community Care and Assisted Living Act.
7	Proposed facility is complementary to existing child care programs in the City
8	The child care facility will service families receiving Child Care Subsidy
9	The child care facility will service families with children with special needs requiring extra support
10	The organization will demonstrate a commitment to the principles of quality, affordable, accessible and developmentally appropriate early childhood programs.
11	Demonstrated support and partnerships from within the Richmond community for the proposed project.
12	Willing to be in a lease arrangement, operating contract or service agreement with the City of Richmond
13	Complies with City bylaws, relevant policies
14	Demonstrated how the service addresses the City’s resolution “ Richmond is the best place to raise children in North America” and how they will incorporate an asset development approach
15	Willing to participate and collaborate with other service providers to ensure top quality childcare.
16	Demonstrates that the relationship with the City is active and constructive and the organization will maintain a positive, cooperative relationship with the City.



**(Attachment Three)**  
**City of Richmond**

**(DRAFT)**  
**Agreement**

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**This Agreement** dated the 9 day of February, 2006, at the City of Richmond, in the Province of British Columbia

**Between:**

**City of Richmond**  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1

(the "City")

**And:**

9  
(the "Consultant")

**Whereas:**

- A. The City is 9 (the "Event or Project");
- B. The City requires a 9 the Event or Project;
- C. The City issued a Request for Proposal for the supply and delivery of 9;
- D. The Consultant is willing and prepared to deliver 9;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

**1. Responsibilities and Duties**

- 1.1. The Consultant shall be responsible for the following as per Request for Quotation/Proposal 9 and the Consultant's submission dated 9.
  - a) 9
  - b) 9
- 1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

**2. Compensation**

- 2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$9 plus GST per 9 for the duration of the term of this agreement, but total amount of payments not to exceed \$9 plus GST.

- 2.2. Once per month, commencing no sooner than 9, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of 9 (the "Statement of Account").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

### **3. Performance Standards**

- 3.1. The Consultant is responsible for meeting the following targets:
- 3.2. The Consultant agrees to comply with following project deadlines:
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating 9 what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

### **4. Benefits**

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

### **5. Independent Contractor**

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

### **6. Assignment And Subcontracting**

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

### **7. Indemnity**

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

## **8. Representation**

- 8.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the 9.

## **9. Ownership of Products**

- 9.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

## **10. Confidentiality**

- 10.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

## **11. Related Companies**

- 11.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

## **12. Term**

- 12.1. This agreement is valid for the period commencing 9 and ending 9 (the "Expiration Date"), or such later date as may be mutually agreed upon.

## **13. Termination**

- 13.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.
- 13.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the 9 the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

## **14. Notices**

- 14.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

**15. Feminine/Masculine**

15.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

**16. General**

16.1. This Agreement may be amended upon mutual agreement of the parties in writing.

16.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

16.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

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Consultant

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City of Richmond

## Distribution List

**Posted on:**

**BCBid  
City of Richmond's Website**