



Contract 3390P

Technical Assistance to the Richmond Citizens Airport Noise Advisory Task Force

1. Introduction

The City of Richmond proposes to engage the services of a Consultant to assist the City and the Richmond Citizens Airport Noise Advisory Task Force with:

- providing guidance and technical and regulatory insight on aeronautical noise issues and possible mitigating measures associated with airport operations at Vancouver International Airport (YVR) as they affect Richmond;
- assisting the public consultation process by attending public meetings hosted by the Task Force and City and compiling/analyzing public input;
- evaluating the technical feasibility of any public or Task Force recommendations to address identified aeronautical noise issues; and
- preparing a final report to the Task Force, through City staff, on feasible strategies and measures to address identified aeronautical noise issues.

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

Five (5) copies of proposals marked “**Technical Assistance to the Richmond Citizens Airport Noise Advisory Task Force - Contract 3390P**” 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 4:00pm, Local Time on Thursday, October 2nd, 2008. 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Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

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 Proponents to check with the City of Richmond's Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

3. Enquiries

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

Purchasing

Kerry Lynne Gillis
Buyer II - Contracting Specialist
Purchasing Section
City of Richmond

Telephone: 604-276-4135
E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Victor Wei, P.Eng
Director, Transportation
Planning & Development Dept
City of Richmond

Telephone: 604-276-4131
E-mail: vwei@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. Negotiations

4.1 The award of the contract is subject to negotiations with the lead proponent including, but not limited to, the following:

- a) Changes or work refinements in the service requirements or scope of work proposed by the proponent.
 - b) Price – if directly related to a change or refinement in the proposed scope of work proposed by the proponent.
 - c) Specific Contract details as deemed reasonable for negotiation by the City of Richmond.
- 4.2 If a written contract cannot be negotiated within 60 days of notification to the lead proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead proponent and either enter into negotiations with the next qualified proponent or cancel the RFP process and not enter into a contract with anyone.

5. Project Background and Scope

Richmond City Council (Council) approved the formation of the Richmond Citizens Airport Noise Advisory Task Force in April 2008 following citizen concerns regarding:

- aircraft noise during the day and night;
- aircraft flight path management;
- the extent of Vancouver Airport Authority (YVR) public consultation with respect to aeronautical noise; and
- the resulting YVR airport noise and land use impacts.

As such, the role of the Task Force will be focused on:

1. gathering information on daytime and night time airport and aircraft noise as well as aircraft flight path management;
2. holding public meetings,
3. summarizing the public issues,
4. compiling and evaluating airport and aircraft noise management strategies based on public input and technical advice; and
5. advising Council by providing information, options and recommendations.

The Task Force will better assist Council and the community in understanding issues, coordinating community interests, examining options, and recommending both short and long term solutions to address aeronautical noise issues in Richmond while adhering to the fundamental principle of sustainability to achieve social, environmental and economic benefits.

Council recognizes the value in retaining a Consultant to provide guidance and expertise to the Task Force in the areas of aeronautical noise issues, the planning and management of aircraft flight paths and related public consultation in order to expedite a tangible solution-based process.

6. Consultant Duties

The Task Force and City staff are to be assisted by a Consultant with expertise in aeronautical noise/aircraft flight path/aircraft ground operations management to provide technical advice with a Richmond focus by undertaking the following tasks:

1. provide an objective and factual overview of issues related to aeronautical noise at YVR airport;
2. clarify and summarize relevant regulations related to air traffic and the associated environmental impacts;
3. undertake research on best practices by airport industry and governments to address aeronautical noise issues;
4. review current aeronautical noise management policies and practices (including monitoring, reporting, public process, and mitigating measures) adopted and applied by YVR;
5. review the Noise Exposure Forecast (NEF) contours and the Transport Canada standardized index for the presentation of aeronautical noise as related to aircraft activities at YVR airport;
6. consult with stakeholders including but not limited to YVR, NAV Canada, Transport Canada, airline industry, pilots, ground run-up operators, other regional airport authorities, health and environmental authorities, and other municipalities / relevant stakeholders;
7. attend public meetings hosted by the Task Force and Committee/Council meetings to provide technical support and respond to questions on aeronautical noise issues and potential mitigating measures;
8. evaluate existing flight paths, aircraft composition, usage of runways (e.g., number of day and night flights) and airport operating procedures (e.g., ground run-up, take-off procedures, etc.) at YVR airport and the resulting impacts on Richmond vis-à-vis Vancouver;
9. estimate future air traffic pattern (including those of the draft YVR: Your Airport 2027 Master Plan projections and other sources) and noise implications;
10. review and make recommendations to enhance the current procedures for handling noise complaints and the formal public consultation process conducted by YVR to address community concerns regarding aeronautical noise;

11. summarize relevant issues to be addressed and feasible mitigating measures based on feedback from the Task Force and the public;
12. develop, evaluate and prioritize options for actions proposed by the Task Force and/or the public;
13. formulate a comprehensive set of recommendations on aeronautical noise management (including monitoring and reporting, mitigating measures, public consultation process, etc.) for actions by various jurisdictions, agencies, and stakeholders to address the summarized issues, and
14. present findings and recommendations to the Task Force and Committee/Council.

Study Roles

City Staff

The study shall be managed by the Director of Transportation (or his representative), referred to as the Project Manager hereafter.

Input into the Task Force process may also be provided by City Staff from other divisions such as Policy Planning, Development Applications, Environmental Programs, etc.

The Project Manager will:

- oversee the Consultant's work;
- manage the Consultant contract;
- provide available City data, reports and maps;
- provide limited copying/printing service;
- assist in preparing maps and graphics for presentation purposes;
- review, in conjunction with the Task Force, the findings and recommendations submitted by the Consultant; and
- other, as agreed.

Consultant

The Consultant will perform the Contract Work with input from the Task Force, and report to Council through City staff.

Key Stakeholders

During this study the City and Consultant will consult with the key stakeholders such as:

- YVR,

- NAV Canada,
- Transport Canada,
- the airline industry, including pilots, ground run-up operators,
- other regional airport authorities,
- health and environmental authorities;
- other municipalities and
- the community and other stakeholders, as deemed necessary by City staff and the Task Force within the Council approved budget.

7. Deliverables

The Consultant will document and prepare monthly progress reports of the Consultant's findings on each of the areas outlined in Section 6 for distribution, presentation and discussion with City staff and the Task Force; such documentation must be submitted in triplicate and one (1) electronic copy in original software format (not PDF;), and be required to attend a minimum of:

- ten (10) Task Force meetings;
- three (3) public meetings hosted by the Task Force;
- four (4) City Committee and Council meetings;
- various meetings with key stakeholders noted in Section 6 and
- regular City staff meetings, including at least two meetings between Task Force meetings related to the Task Force and the issue of aeronautical noise.

Upon completion of the contract work, the Consultant will submit to the City:

- a minimum of two formal presentations to the Task Force and Richmond City Council;
- a final report, including an Executive Summary and all relevant attachments, for the Task Force that identifies recommended feasible strategies and measures to address the identified aeronautical noise issues. This must be submitted as a formal report submitted as three (3) colour hard copies of the formal report and one (1) electronic copy in original software format (not PDF;)
- All background, research and resource lists, and any applicable database in original software format (unless otherwise mutually agreed), minutes of meetings and workshop results, survey summaries and analyses, etc.

8. City Provided Items

Documents as determined by the City, including:

Report to Council: *Richmond Citizens Airport Noise Advisory Task Force – Proposed Terms of Reference*, dated April 2008.

9. Budget

A budget of \$50,000.00 Canadian, including all applicable taxes, has been assigned to this project, including a final report and all associated costs.

10. Project Schedule

The project is to be completed by June 30, 2009, with work commencing as soon as possible in October, 2008. A project schedule is to be submitted with the proposal.

11. Proposal Submissions

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of experience that is relevant to the required services listed in this RFP.
- A description of the Consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- A detailed project methodology explaining each project task including what will be expected of both the Consultant and the City with respect to each task.
- Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.

- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a priced methodology complete with a time allotment for each identified task (correlated with the items of work set out in Section Six of this RFP) proposed to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- A minimum of three (3) client references from projects of a similar size and scope.

12. Working Agreement

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponent's submission and any modifications thereto.

Proponents may include their standard terms of engagement.

13. Evaluation Criteria

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

- Understanding of project objectives/outcomes and vision.
- Team Composition – Availability, Experience and Qualifications of those staff to be assigned to the project.
- Previous experience of the proponent, as related to the project requirements outlined in this RFP.
- Good clarity/presentation of proposal (includes plain language and organization of ideas).
- Suitability of proposed work program and methodology (s) to the project requirements outlined in this RFP.
- Proponent's ability to meet the work program objectives and conform to the evaluation criteria.
- Proponent's ability of the Consultant to meet the project schedule.
- Project Deliverables.
- Value for Money.
- References.
- Interview (if required).

Request for Proposal for Technical Assistance to the Richmond Citizens Airport Noise Advisory Task Force

		Richmond Citizens Airport Noise Advisory Task Force – Work Plan																																																						
Task #	Task Item	Sep-08				Oct-08				Nov-08				Dec-08				Jan-09				Feb-09				Mar-09				Apr-09				May-09				Jun-09																		
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4															
1	Task Force Meeting #1: Sep 11, 2008	T																																																						
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2	RFP for Aeronautical Consultant																																																							
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	2.3																																																							
3	Gather identified information / issue invites to stakeholders																																																							
	3.1																																																							
	3.2																																																							
4	Task Force Meeting #2: Oct 9, 2008																																																							
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	4.3																																																							
	4.4																																																							
5	Consultant carries out tasks and reports at next TF meeting																																																							
6	Task Force Meeting #3: Nov 13, 2008																																																							
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	16.1	• Present to General Purposes Committee: Feb 16, 2009																																															
	16.2	• Present to Council: Feb 23, 2009																																															
16		Task Force Meeting #7: Mar 12, 2009																																															
	16.1	• Further discussion of issues heard at public meeting																																															
	16.2	• Further discussion of draft strategies to address issues																																															
	16.3	• Finalize plans for 2nd public meeting to present draft strategies																																															
	16.4	• Review Consultant work program																																															
17		Consultant carries out tasks and reports at next TF meeting																																															
	17.1	• Assist staff in finalizing public meeting information																																															
18		2nd Public Meeting: late Mar 2009																																															
	18.1	• Confirm meeting logistics: location, attendance, format																																															
	18.2	• Prepare & place notices for City Board & website																																															
	18.3	• Prepare display boards & questionnaires																																															
19		Consultant prepares responses to public comments																																															
20		Task Force Meeting #8: Apr 9, 2009																																															
	20.1	• Review public comments and Consultant's response																																															
	20.2	• Present refined draft strategies to address issues																																															
	20.3	• Draft final report to Committee/Council																																															
	20.4	• Seek comments from stakeholders on draft strategies																																															
	20.5	• Planning for 3rd public meeting (if required)																																															
	20.6	• Review Consultant work program																																															
21		Consultant carries out tasks and reports at next TF meeting																																															
	21.1	• Consultant to present draft final report at May TF meeting																																															
22		Task Force Meeting #9: May 14, 2009																																															
	22.1	• Finalize draft strategies to address issues based on feedback																																															

		Richmond Citizens Airport Noise Advisory Task Force – Work Plan																																															
Task #	Task Item	Sep-08				Oct-08				Nov-08				Dec-08				Jan-09				Feb-09				Mar-09				Apr-09				May-09				Jun-09											
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	22.2	• Finalize report to Committee/Council																																															
	22.3	• Planning for 3rd public meeting (if required)																																															
	22.4	• Review Consultant work program																																															
23	Consultant carries out tasks and reports at next TF meeting																																																
	23.1	• Consultant to present final report at next TF meeting																																															
	23.2	• Assist staff in finalizing public meeting information (if required)																																															
24	3rd Public Meeting (if required): late May 2009																																																
	24.1	• Confirm meeting logistics: location, attendance, format																																															
	24.2	• Prepare & place notices for City Board & website																																															
		• Prepare display boards & questionnaires																																															
25	Consultant prepares responses to public comments (if required)																																																
26	Task Force Meeting #10: Jun 4 or 11, 2009 *																																																
	26.1	• Final review of revised final report																																															
27	Present Final Strategies to Committee/Council																																																
	27.1	• Present to General Purposes Committee: Jun 22, 2009																																															
	27.2	• Present to Council: Jun 29, 2009																																															

- T = Task Force Meeting
- P = Public Meeting
- = Consultant Duties (in liaison with City staff)
- = Tasks led by City Staff

* – If 3rd public meeting is required, Task Force Meeting #10 is held one week earlier than usual (first Thursday rather than second Thursday of the month) in order to meet the staff report deadline.



City of Richmond
Business & Financial Services Department

Notice of No Bid

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.

3390P

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	



This Agreement dated the ☉ day of September, 2008, 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:

☉

(the "Consultant")

Whereas:

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

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

2. Responsibilities and Duties

2.1. The Consultant shall be responsible for the following as per Request for Quotation ☉/Proposal ☉ and the Consultant's submission dated ☉.

- a) ☉
- b) ☉
- c) ☉
- d) ☉
- e) ☉
- f) ☉

- g) ✖
- h) ✖

2.2. 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.

3. Compensation

- 3.1. 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 \$✖ plus GST per ✖ for the duration of the term of this agreement, but total amount of payments not to exceed \$✖ plus GST.
- 3.2. Once per month, commencing no sooner than ✖, 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 ✖ (the "Statement of Account").
- 3.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 3.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 3.5. 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.

4. Performance Standards

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

5. Benefits

- 5.1. 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.

6. Independent Contractor

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

7. Assignment And Subcontracting

- 7.1. 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.
- 7.2. 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.

8. Indemnity

8.1. 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.

9. Insurance

- 9.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 9.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 9.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 9.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 9.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

10. Representation

10.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☉.

11. Ownership of Products

11.1. 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.

12. Confidentiality

12.1. 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.

13. Related Companies

13.1. 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.

14. Term

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

15. Termination

15.1. 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.

15.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

16. Notices

16.1. 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.

17. Feminine/Masculine

17.1. 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.

18. General

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

18.2. 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.

18.3. 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.

Consultant

City of Richmond