



Request for Proposals

Village of Cumberland

Perseverance Creek Flood Risk Assessment RFP VoC 26-02

ISSUED: Wednesday April 1st, 2026

Closing Location

Proposals must be submitted by email to:

Purchasing@cumberland.ca

Submissions by other methods will not be accepted.

Closing Date and Time

3:00 pm Pacific Daylight Time

Thursday April 23rd, 2026

Questions Closing Date and Time

3:00 pm Pacific Daylight Time

Wednesday April 15th, 2026

Questions will be accepted by email to:

purchasing@cumberland.ca

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A. PURPOSE AND BACKGROUND

The Corporation of the Village of Cumberland (“The Village”) is seeking proposals from qualified, licensed, professional consulting firms to undertake the development of a Risk Assessment for the Perseverance Creek Floodplain and downstream critical infrastructure and culturally sensitive sites as set out in Part D, Scope of Work, of this RFP.

The Risk Assessment is in response to the January 30th, 2026 flood event that resulted in the Comox Valley Regional District declaring a state of emergency in response to flooding in the area. Specifically in the Village of Cumberland, the flood event resulted in built up debris (trees, a washed out wooden bridge, and sediment) creating a partial blockage of Perseverance Creek in the Cumberland Community Forest Park. This blockage is currently re-directing flows via a new eroded channel. This channel leads the water, through other channels/spillways, overland flow, and across a developed piece of parkland within Coal Creek Historic Park into a wetland complex beyond.

The blockage, and subsequent flow diversion, is upstream of critical infrastructure including a Village drinking water supply well, a culvert on Comox Lake Road, and the intake pipe for the Comox Valley Regional District water supply system in Comox Lake. Additionally, adjacent and downstream culturally sensitive sites may also be at risk (see figure 1. next page).

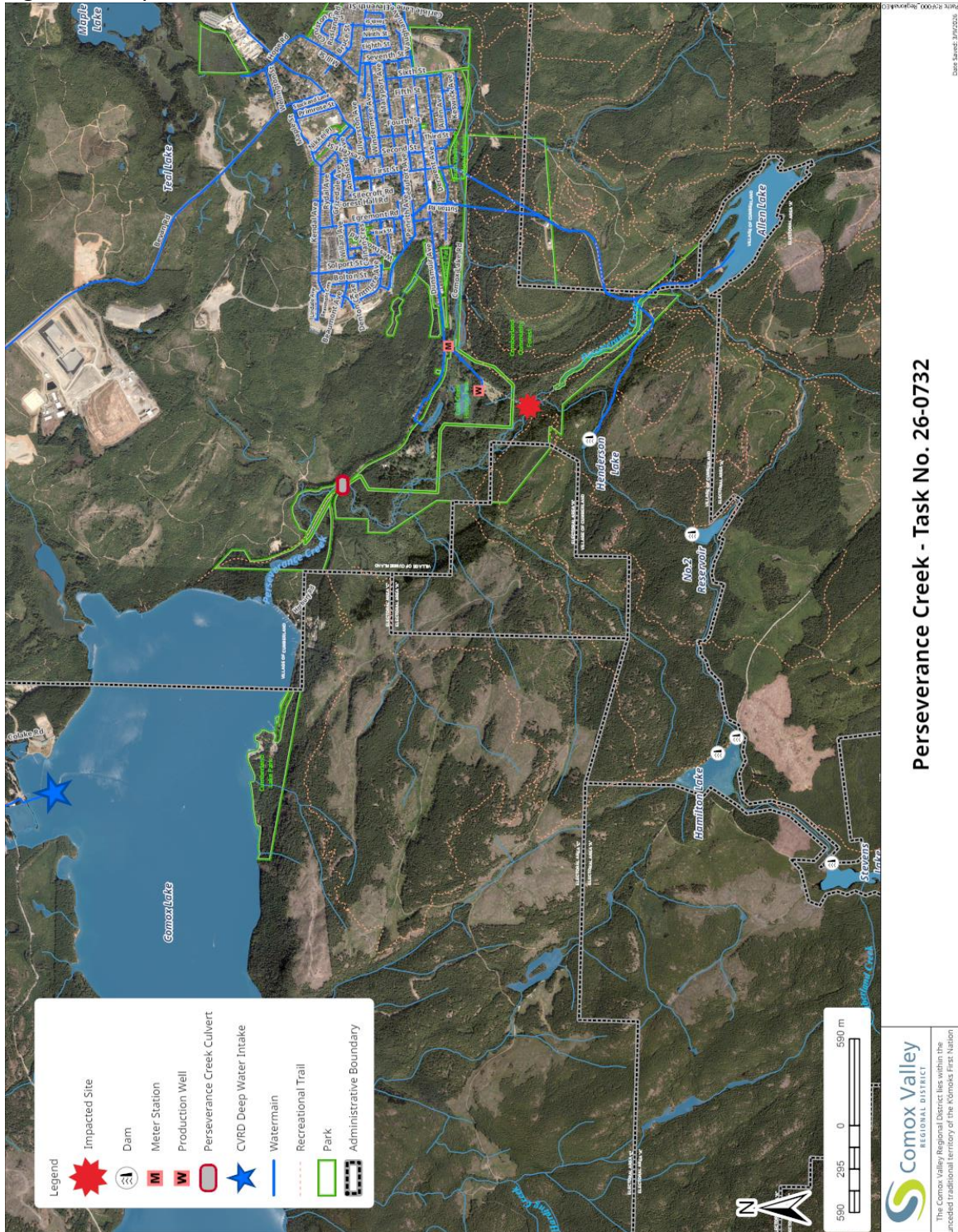
The Risk Assessment will form Phase 1 of a multi-phase Village led project that aims to take a holistic approach to the management of critical infrastructure, environmental restoration and parks planning within the Perseverance Creek floodplain. (At time of the flood, a Village parks planning project was underway for the Cumberland Community Forest Park with conceptual trail planning and design work intended to be part of the scope of the park plan.) The areas of focus of the Risk Assessment are broken down in Section D – Scope of Work. The outcomes of the Risk Assessment will inform any immediate works required to respond to the flood emergency, as well as inform future planning efforts.

Funding for the Risk Assessment is through the Province of BC’s Ministry of Emergency Management and Climate Readiness (EMCR) under an Expense Authorization Form per the EMCR’s *Financial Assistance Standards for Emergency Response and Short-Term Recovery*.

Due to the complex and dynamic nature of this project, the Village, via this RFP, is seeking to engage a multidisciplinary team to complete the Risk Assessment and inform/support future phases, as required.

The successful proponent will work closely with the Village staff and representatives, and the Comox Valley Regional Emergency Program, as required.

Figure 1. Map of area



Perseverance Creek - Task No. 26-0732



B. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1.0 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Proposal executed by the Village and the Consultant.

“Consultant” means the successful Proponent to this Request for Proposal who enters into a written Contract with the Village.

“Council” means the Council of the Village.

“must”, “shall” or “mandatory” means a requirement that must be met.

“Proponent” means an individual or a company that has been requested to and submits, or intends to submit, a proposal in response to this Request for Proposal.

“Proposal” means a submission in response to this Request for Proposal.

“Request for Proposal” and **“RFP”** means this Request for Proposal.

“Village” means as the context requires, the Corporation of the Village of Cumberland or the area within the boundaries of the Village of Cumberland.

2.0 TERMS AND CONDITIONS

The following terms and conditions apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the Village.

3.0 CHANGES TO PROPOSALS

Proponents may amend their proposals prior to the Closing Date & Time by submitting an amended proposal by email to purchasing@cumberland.ca.

4.0 PROPONENTS’ EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal. If the Village elects to reject all Proposals, the Village will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened Proposals, or any matter whatsoever.

5.0 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the closing.

6.0 FIRM PRICING

- a) Proponents shall base their Proposal on furnishing everything required to complete the consulting services, including all labour, materials, tools, equipment, travel costs and incidentals.
- b) Proposals must include a Proponent maximum fee including sub-consultants to complete this project.
- c) Prices will be firm for the entire Contract period unless this RFP states otherwise.

7.0 CURRENCY AND TAXES

Prices quoted will be in Canadian Dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST and other taxes which shall be shown separately as applicable.

8.0 SUB-CONTRACTING

- a) Using a sub-consultant (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by a Proponent and sub-consultant who have no formal corporate links. However, the Proponent must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Village's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
- c) Where applicable, the names of approved sub-consultants listed in the Proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the Village.

9.0 SOCIAL PROCUREMENT

The Village's procurement is guided by its social procurement framework which may be viewed at cumberland.ca/social-procurement, and the evaluation of proposals takes Social Procurement into consideration. See the evaluation and selection criteria matrix for points assigned to social procurement.

As part of any submission the Proponent is required to identify to the Village how they may contribute to the following key social, employment and economic goals as outlined in the Village's Social Procurement Framework.

- Contribute to a stronger local economy for the Village of Cumberland;
- Promote the Living Wage and fair employment practices;

- Increase the number of local jobs that support young working families within the Village of Cumberland;
- Increase social inclusion, by improving contract access for equity-seeking groups, such as social enterprises;
- Increase training and apprenticeship opportunities;
- Enhance community arts and culture infrastructure within the Village of Cumberland;
- Improve and enhance public spaces within the Village of Cumberland;
- Help move people out of poverty, providing increased independence and sustainable employment for those in need;
- Improve opportunities for meaningful independence and community inclusion for citizens living with disabilities; and
- Stimulate an entrepreneurial culture of social innovation for the Village of Cumberland.

10.0 ACCEPTANCE OF PROPOSALS

- a) This RFP must not be construed as an agreement to purchase goods or services. The Village is not bound to accept the lowest priced or any Proposal of those submitted. The Village is under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- c) The Village reserves the right to reject any Proposal and to accept any Proposal notwithstanding any non-compliance with this RFP. The Village may select any Proposal for acceptance or negotiation with the Proponent by selecting the Proposal which the Village, in its sole unrestricted discretion and on the basis of such criteria as it considers appropriate, deems to be in the best interests of the Village.
- d) If a proposal contains a defect or fails to comply with the requirements of the proposal documents, which in the sole discretion of the Village is not material, the Village may waive the defect and accept the proposal.
- e) No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, whether in respect of Proposal preparation costs, loss of anticipated profit, or any other matter

whatsoever, and by submitting a Proposal each Proponent shall be deemed to have irrevocably waived any such claim.

- f) The Village reserves the right to cancel this RFP at any time and for any reason, and in so doing to reject all Proposals, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.
- g) The Village reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.
- h) The Village reserves the right to select one or more Proponents for further consideration following the initial proposal evaluation process. The Village may require in-person presentations or interviews with Proponents selected for final consideration, prior to negotiating a contract.
- i) The acceptance of any Proposal is subject to funding and may require approval of the Council.
- j) After acceptance by the Village, the successful Proponent will be issued a written Notice of Award.

11.0 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the Village and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Contract with the Village within fifteen (15) days of the date of the Notice of Award based on this RFP, the Contract included in Part G of this RFP, the accepted Proponent's Proposal, addenda and any subsequent clarifications, the totality of which will constitute the Contract.

12.0 LIABILITY FOR ERRORS

While the Village has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

13.0 MODIFICATION OF TERMS

The Village reserves the right to modify the terms of the RFP at any time prior to the Closing Date and Time at its sole discretion. All modifications will be communicated to all Proponents through formal addenda.

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents, including Proposals, submitted to the Village become the property of the Village. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the Village is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the Village cannot guarantee that any such information provided to the Village will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

15.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Village obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Village.

C. PROPOSAL SUBMISSION REQUIREMENTS

1.0 PROPOSAL SUBMISSION

Proposals must be submitted by email to: purchasing@cumberland.ca

Submissions by other methods will not be accepted.

Proposals must be submitted and finalized prior to the Closing Date & Time.

Requested Documents:

Name	Type	# Files	Requirement
Technical Proposal	File Type: PDF (.pdf)	Multiple	Required
Proposal Form	File Type: PDF (.pdf)	1	Required
Fee Breakdown	File Type: PDF (.pdf)	1	Required

- a) Proposals are to include the following sections:
- i) An introductory cover letter and the proposal form included in this RFP.
 - ii) Firm Profile: this section must include:
 - A corporate overview of your firm including number of employees, office locations, years in business, and markets/sectors served. Proponents are required to also provide this information for Subconsultants and demonstrate the extent to which the proposed firms have worked together before, including a description of the type of work.
 - An organization chart, detailing the lines of responsibility within the firm and in coordinating work with the Village project team.
 - A description of why your firm wants to work with the Village.
 - A description of your understanding of the current situation created by the January 30th flood event, the critical infrastructure to be assessed, and the Village's desire to engage a multi-disciplinary team to complete the Risk Assessment (Phase 1) and inform/support future phases, as required.
 - A description of your team's breadth of expertise, and ability to provide consulting services required by the scope of work outlined in Section D "Scope", and inform/support future planning works as required (future phases).
 - The identification of key staff members assigned to this project, including the staff member responsible for your firm's relationship with the Village, explaining why they are well suited for their proposed role and summarizing their relevant experience.
 - The educational and professional qualifications of each individual to be assigned. Include a summary of each individual's work experience with related projects and a brief description of experience and relevant qualifications. Resumes may be included as an appendix.
 - A demonstration of previous experience providing similar deliverables to those described in 'Section D -Scope of Work' for at least three (3) municipal projects in the last three (3) years. Experience within Vancouver Island is preferred.
 - The ways in which the Project Manager will contribute to the successful delivery of projects under this contract.
 - An example of how your firm challenged conventional practices and provided innovative or creative solutions for a client

iii) Methodology: this section should address:

- the proponent's knowledge and understanding of the Village's needs and provide details of the proponent's approach to the Scope of Work.
- The proponent should outline processes and systems for how they intend to engage Village staff, rightsholders, and stakeholders
- Description and proposed schedule of the phases and tasks to be undertaken and the methodologies to be used by the Proponent and an accompanying Gantt chart showing timelines and deadlines to complete the assignment.
- The lead, team members, and any sub-consultants, and a breakdown of hours contributed by each.

i. Fee Breakdown:

- This section must include a fee breakdown following the work schedule's key tasks of all fees and disbursements, subconsultant fees (if applicable), billable rates for staff assigned to this project, and any other expenses as required under the Scope of Work. Prices quoted are to be in Canadian dollars.

ii. References:

This section must include references from a minimum of three (3) clients who have engaged the Proponent to complete similar projects, including the name, address and phone number of references; and,

iii. Assurance that the Proponent and any proposed sub-consultants are not in a position which may be perceived as a conflict of interest with respect to undertaking this project.

b) Proposal format:

- i) Proposals submitted after the proposal Closing Date & Time will be rejected.
- ii) Proposals that are conditional; illegible; obscure; contain arithmetical errors; erasures, alterations, or irregularities of any kind; may, at the discretion of the Village, be declared disqualified.
- iii) The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form provided herein. Unsigned Proposals will be declared disqualified and returned.
- iv) Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The Village will accept no responsibility for documents delivered to Village facilities or to any other

delivery method other than what has been prescribed within and at the discretion of the Chief Administrative Officer may be declared disqualified.

2.0 RFP CONTACT

- a) To contact the Village in relation to this RFP, proponents must email: purchasing@cumberland.ca.
- b) Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Village, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

3.0 ADDENDA

- a) Any questions that are received by the Village that affects the Request for Proposal process will be issued as addenda by the Village.
- b) Addenda will be published through BC Bid. It is the responsibility of the proponent to monitor the website to check for updates. All addenda become part of the RFP document and must be considered when responding to this RFP.
- c) Verbal answers are binding only when confirmed by written addenda.

4.0 DISCLAIMER

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Village makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Village will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

5.0 EVALUATION AND SELECTION CRITERIA

Evaluation of Proposals will be by the Village according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria listed below. During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals.

The Village reserves the right to contact any person or organization to determine the reputation of the proponent.

Mandatory Criteria
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.
Submission of a completed Fee Breakdown.
Proposal must be received via the delivery method specified in this RFP by the specified Closing date and time.

Point-Rated Criteria	Weighting (Points)
Firm Profile, Key Personnel, Experience, Qualifications and local knowledge of the Perseverance Creek Watershed	45
Methodology – detailed method and work program	30
Cost to the Village including disbursements	20
Social Procurement	5
Total Points	100

6.0 REFERENCE CHECK

The Village may conduct reference checks on the Proponent and the resources proposed by the Proponent.

The Proponent, on request by the Village, will provide references for itself and for each proposed resource that corroborates the relevant work experience.

References need to be from a party that is not the Proponent.

Failure to provide the references may result in the Proponent and resource failing the reference check. Reference checks will be conducted, on a pass-fail basis, on the Proponent and resource. The Village reserves the right to reject the Proponent and any resource whose references, in the Village’s sole opinion, are deemed to be unsatisfactory.

In addition, the Village reserves the right to contact and use references pertaining to the Proponent and resource that are not among those references provided to the Village

(including obtaining a substitute referee from the same reference company) by the Proponent.

The Village reserves the right, on a pass-fail basis, to reject any Proponent if any of these other references, in the Village's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the Village, including any reservation of rights set out above in Section B.10.0 of this RFP.

7.0 COMMITMENT BY THE VILLAGE

- a) The Village will make available, upon request and at no cost to the successful Proponent, any existing Village maps, plans, reports and copies of relevant background information, including hard copies that are not posted on the Village website.
- a) The successful Proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to Village information.
- b) Village meeting rooms, when available, may be used at no charge to the Consultant and are to be arranged through Village administration.

D. SCOPE OF WORK

1.0 INTRODUCTION AND BACKGROUND

The Risk Assessment is in response to the January 30th 2026 flood, a rain-on-snow event that resulted in approximately 150-200mm of rainfall in the Perseverance Creek watershed over a period of approximately 36 hours. High flows in Perseverance Creek resulted in a debris dam (logjam) in the Cumberland Community Forest Park just downstream of the confluence of Cumberland Creek and Perseverance Creek at the location of a recreational trail bridge installed in about 2006. Per data collected from a trail counter at the site, approximately 22,000 trail users crossed this bridge in 2025; the bridge is now unpassable and trails in the vicinity are significantly damaged and eroded. The debris dam is currently re-directing most of Perseverance Creek through an eroded channel and into an adjacent spillway believed to be excavated in the 1980's or 90's (pre-park establishment), an excavation hypothesized to have been to organize/formalize a natural channel into a wetland complex within the broader floodplain. This channel now leads into a developed area of the flood plain in Coal Creek Historic Park; during the January flood event, it overflowed gravel berms causing further erosion in the park, including to a drinking water supply well access road.

The eroded channel and debris dam is upstream of critical infrastructure including a Village drinking water supply well in Coal Creek Historic Park, the Perseverance Creek culvert on Comox

Lake Road, and the intake pipe for the Comox Valley Regional District water supply system in Comox Lake. Additionally, there may be risks to adjacent and downstream culturally sensitive sites identified in a 2025 K'òmoks First Nation Cultural Values Report commissioned by the Village.

The scope of work for this RFP consists of the completion of a Risk Assessment related to damages caused during the January 2026 flood event and associated risks.

Future phases may include:

- Implementation of immediate risk mitigation requirements, such as taking specific management actions at the debris dam and recreational trail bridge, and/or channel dredging;
- Detailed planning, design and construction of new, improved, or replaced infrastructure and/or stream channel works to mitigate future debris/log jams that may lead to life safety risks and downstream impacts to critical infrastructure;
- Scoping, planning and restoration works to the stream channel(s) and adjacent riparian areas of Perseverance Creek;
- Recreational trail infrastructure planning, design and construction for related parks infrastructure at and in the vicinity of the impacted area.

Per EMCR's *Financial Assistance Standards for Emergency Response and Short Term Recovery* (available online at https://www2.gov.bc.ca/assets/gov/public-safety-and-emergency-services/emergency-preparedness-response-recovery/local-government/response-operations/emcr_financial_assistance_standards.pdf), the assessment aligns with category 5. *Site Costs*, 5.1 "Assessment" of the detailed eligibility table. Future phase works may be recoverable expenses subject to eligibility as defined in the Standards.

Accordingly, via this RFP, the Village is seeking to engage a multidisciplinary team to both complete Phase 1- Risk Assessment, and provide consulting support for future phases, that may include the following qualified professionals:

- Geotechnical Engineer;
- Civil Engineer;
- Hydrologist;
- RP Biologist;
- Tree Risk Assessment Qualified Arborist;
- Landscape Architect

Future work as an outcome of this Risk Assessment may be requested via a scope change request under the current agreement should funding be available.

2.0 OVERVIEW OF RISK ASSESSMENT AND CRITICAL INFRASTRUCTURE

- a. Completion of a professional field and desktop assessment of site and downstream risk associated with the debris dam and potential downstream impacts to critical infrastructure:
 - i. Debris dam and adjacent channels in the Cumberland Community Forest Park and Coal Creek Historic Park
 - ii. Village ground water source well in Coal Creek Historic Park
 - iii. Comox Lake Road – Perseverance Creek culvert (emergency access and egress route)
 - iv. Cumberland Community Forest Park infrastructure and trails (Ground Search and Rescue emergency access and egress route)
 - v. Cultural values identified in May 2025 Cultural Values Report by Jesse Morin, PhD (Archaeology)
 - vi. Comox Lake – turbidity risks to regional drinking water supply
- b. Assessment of mitigation requirements, including identification of immediate and longer term measures needed to reduce risk (e.g. clean up and debris removal, tree assessments)
- c. Assessment of downstream impacts to critical infrastructure, including any event-related vulnerabilities or damage.

3.0 SUPPORTING INFORMATION

The selected proponent will be provided with the following documents in support of the risk assessment:

- KFN Cultural Values Report for the Cumberland Community Forest Park (2025)
- Wetland and Stream Restoration Assessment of Perseverance Creek and Boundary Wetlands (2019)
- No. 2 Dam and North Branch Perseverance Creek Rehabilitation Design – Hydrology Assessment (contains hydrological data for the Perseverance Creek basin). 2026
- LiDAR, delivered as follows:
 - Data is provided in 1km x 1km tiles:
 - Ground/NonGround LiDAR [las]
 - Rasters – 1m DEM/DSM/CHM/Hillshade/Slope/Aspect [tif]
 - Density (First Returns) Raster – 20m [geotiff]

4.0 DELIVERABLE

Preparation of a professional report summarizing risk assessment findings and describing mitigation options:

- a. Critical Infrastructure risk assessment: summary and discussion of findings, and immediate and longer-term measures needed to reduce risk.

- b. Recommendations for immediate management of the debris dam, eroded channels, and existing recreational trail bridge, including TRAQ certified arborist assessment of trees in the vicinity; consideration of site access and egress (i.e. for equipment and personnel); and public safety
- c. List of options /considerations for new or replacement infrastructure and/or stream channel works to mitigate future debris/log jams that may lead to life safety risks and downstream impacts to critical infrastructure (no design work, just list of options)
- d. Consideration of additional costs to assess impacts to culturally sensitive sites including KFN permits and/or requirements for support/guidance from KFN resources (Guardians, Treaty dept, etc.)

5.0 PROJECT TIMELINE

The forecasted schedule for the project is as follows:

DATE	MILESTONE
Late April	RFP evaluation, preferred proposal selection, and confirmation of provincial funding
Early May	Contract award
May	Field Work
June	Reporting
Early July	Submission of draft final report
Mid July	Submission of final Risk Assessment report

This schedule may enable initial stream works to proceed in late summer when the creek channels are typically dry, if required.

6.0 PROJECT BUDGET AND REMUNERATION

- a. The project is being funded by the Province of BC under an Expense Authorization Form in support of provincial Emergency Response and Recovery Costs associated with the January flood event. As such, a set Village budget for the project has not been established.
- b. Reasonable administrative support will be provided by Village staff including the provision of background reports, as well as leading a field tour to flood-affected sites as part of a start up meeting with the selected proponent.
- c. Invoices will be paid by the Village up to 80% of the contract value until receipt of the accepted final report and deliverables, upon which the remaining 20% will be paid.
- d. A summary report with each invoice shall include details of the work performed, the number of hours worked per employee, the disbursements expended, and the totals for the period.
- e. Payment of monthly invoices by the village shall be made within thirty (30) days after receipt by the village.

E. PROPOSAL FORM

Village of Cumberland
PERSEVERANCE CREEK FLOOD RISK ASSESSMENT

CLOSING: 3:00 PM PACIFIC DAYLIGHT TIME ON THURSDAY APRIL 23RD, 2026

This form must be completed, signed and included with the submission.

The undersigned confirms that their submission is in response to the Request for Proposals RFP VoC 26-02 for the Village of Cumberland Perseverance Creek Flood Assessment, and the Proponent acknowledges receipt of addenda # _____ through addenda # _____ .

Name of Firm: _____

Address: _____

Phone: _____

Email: _____

Contact Name: _____

Position : _____

Phone: _____

Email: _____

Authorized Signature

Name and Title

Date

F. VILLAGE OF CUMBERLAND SERVICES CONTRACT



Corporation of the Village of Cumberland

THIS PROFESSIONAL SERVICES AGREEMENT is dated the XXth day of XX 2026

BETWEEN:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
2673 Dunsmuir Avenue
Cumberland, BC V0R 1S0

(Hereinafter called "**Village**") OF THE FIRST PART

AND:

CONSULTANT
Street Address
City, Postal Code

(Hereinafter called the "**Consultant**") OF THE SECOND

PART

WHEREAS:

- A. The Village issued Request for Proposals No. RFP VoC XX-XX, which is attached to this Agreement as Schedule "A";
- B. The Consultant in reply to the RFP submitted a proposal dated XXth, XX 2026, the Perseverance Creek Flood Risk Assessment Proposal, a copy of which is attached to this Agreement as Schedule "B", which the Village has accepted under the terms set out herein;
- C. The Village has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the Village in respect of the Services on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the Village and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings:
- 1.1.1 **“Agreement”** means this agreement for services, including its recitals, and the following schedules attached to and forming a part of this agreement:
 - 1.1.1.1 Schedule “A” – The RFP;
 - 1.1.1.2 Schedule “B” – The Proposal;
 - 1.1.1.3 Schedule “C” – Insurance;
 - 1.1.1.4 Schedule “D” – Occupational Health and Safety Agreement;
 - 1.1.2 **“Business Day”** means any Day except Saturday, Sunday, or a statutory holiday as defined in the *Interpretation Act* (British Columbia).
 - 1.1.3 **“Change Notice”** means a change notice issued by the Village in accordance with section 10.1.
 - 1.1.4 **“Day”** means a calendar day.
 - 1.1.5 **“Event of Default”** means any of the following:
 - 1.1.5.1 an Insolvency Event;
 - 1.1.5.2 the Consultant fails to perform any of the Consultant’s obligations under this Agreement;
 - 1.1.5.3 any representation or warranty made by the Consultant in this Agreement is untrue or incorrect.
 - 1.1.6 **“Insolvency Event”** means any of the following:
 - 1.1.6.1 an order is made, a resolution is passed or a petition is filed, for the Consultant’s liquidation or winding up;
 - 1.1.6.2 the Consultant commits an act of bankruptcy, makes an assignment for the benefit of the Consultant’s creditors or otherwise acknowledges the Consultant’s insolvency;
 - 1.1.6.3 a bankruptcy petition is filed or presented against the Consultant or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Consultant;
 - 1.1.6.4 a receiver or receiver-manager is appointed for any of the Consultant’s property; or
 - 1.1.6.5 the Consultant ceases, in the Village’s reasonable opinion, to carry on business as a going concern.
 - 1.1.7 **“Personal Information”** has the meaning assigned in the *Freedom of Information and Protection of Privacy Act*.
 - 1.1.8 **“Services”** means the Consultant’s duties and responsibilities to the Village as described in Schedule “A”.

- 1.1.9 **“Term” means the** term of this Agreement as set out in section 1.5.
- 1.2 The captions or headings appearing in this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of any provision in it.
- 1.3 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 1.4 In this Agreement, unless expressly provided otherwise, in the event of any conflict or inconsistency between or among the provisions of this Agreement and any other documents forming a part of this Agreement, the documents shall govern and take precedence in the following order:
- 1.4.1 Change Notices, with the most recent taking precedence;
 - 1.4.2 this Agreement;
 - 1.4.3 Schedule “A”
 - 1.4.4 Schedule “C”
 - 1.4.5 Schedule “D”
 - 1.4.6 Schedule “B”
- 1.5 Subject to earlier termination in accordance with this Agreement, the term of this Agreement shall commence on DATE XXth, XX 2026, and expire upon final submission and acceptance of project deliverables, unless future work requested via a scope change.

2. CONSULTANT’S DUTIES AND RESPONSIBILITIES TO THE VILLAGE

- 2.1. The Consultant must render the Services to the Village under this Agreement with that degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in the RFP and the Proposal, and ensure that all persons employed or retained by the Consultant to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 2.2. The Consultant must charge for the performance of all of the Services only the fees and disbursements authorized under this Agreement. Unless the Village agrees otherwise in writing, the Consultant must supply and pay for all labour, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Services.
- 2.3. The Consultant must perform the Services to be provided under this Agreement within the time limits specified in the RFP and the Proposal or, if no time limit is specified for a particular component of the Services, the Consultant must perform such component of the Services promptly, it being acknowledged and agreed that time is of the essence of this Agreement.

- 2.4. The Consultant must comply with any reasonable instructions given to the Consultant (in writing or otherwise) by the Village from time to time with respect to the performance of the Services.
- 2.5. The Consultant must obtain and maintain throughout the Term the insurance required under Schedule "C" of this Agreement.
- 2.6. Without limiting the generality of section 2.5, the Consultant must comply with, and must ensure that any permitted sub-consultants comply with, all applicable occupational health and safety laws in relation to the Services, including the Workers Compensation Act and regulations thereunder. The Consultant must, prior to the commencement of the Services, execute and deliver to the Village an Occupational Health and Safety Agreement in the form set out in Schedule "D". If the Consultant is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act, the Consultant must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Consultant's expense if such personal optional protection insurance is available for the Consultant from WorkSafeBC or other sources.
- 2.7. The Consultant must perform the Services in compliance with all applicable laws.
- 2.8. The Consultant shall indemnify and hold harmless the Village, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers (collectively, the "Village Parties") from and against any and all liability, loss, claims, actions, causes of action, legal proceedings and expenses, including but not limited to legal expenses (collectively, "Claims"), suffered, sustained or incurred by the Village Parties or any of them to the extent such Claims arise as a result of any errors, or willful, or negligent acts or omissions, or breach of any terms of this Agreement by the Consultant, the Consultant's officers, directors, employees, sub-consultants, agents, representatives or volunteers (collectively, the "Consultant Parties") in the course of providing services pursuant to this Agreement.
This indemnity shall survive the termination, completion, or expiry of this Agreement. Any risk that Claims against the Village may be made after the termination, completion, or expiry of this Agreement is assumed entirely by the Consultant.

Without limiting the foregoing, the Consultant shall indemnify and hold harmless the Village from and against, and shall pay to the Village promptly on demand any amount in respect of, any loss or damage to the Village's property and facilities that arises as a result of the use of the property or facilities by the Consultant Parties under the terms of this Agreement.
- 2.9. If one or more individuals are specified as "Key Personnel" of the Consultant in the Proposal, the Consultant must cause those individuals to perform the

Services on the Consultant's behalf, unless the Village otherwise approves in writing, which approval must not be unreasonably withheld.

- 2.10. The Consultant must obtain and maintain throughout the Term a valid Village of Cumberland Business Licence and must provide evidence of the same upon request by the Village.

3. VILLAGE'S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT

- 3.1. Village must make available to the Consultant all relevant information or data pertinent to the Services which is in the hands of the Village and is required by the Consultant and instruct the Consultant to the extent of the Village's ability as to the Village's total requirements in connection with the Services. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the Village, except where it is stated otherwise or unreasonable to do so.
- 3.2. Where the Village has provided an instruction under section 2.4 other than in writing, and the Consultant has requested written confirmation, the Village must give written confirmation of the instruction to the Consultant as soon as reasonably practicable. A request for written confirmation by the Consultant shall not relieve the Consultant from complying with the instruction at the time the instruction is given.
- 3.3. Upon the request of the Consultant, the Village will authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.4. The Village must give reasonably prompt consideration to all draft reports, drawings, proposals and other documents relating to the Services provided to the Village by the Consultant, and, whenever prompt action is necessary, where possible, inform the Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.

4. FEES & EXPENSES

- 4.1. The Village shall pay to the Consultant for the Services rendered under this Agreement fees, at the hourly rate indicated in Schedule "B". The upset fee for each distinct work assigned or project to be performed by the Consultant under this Agreement (each a "Project") will be indicated in a separate proposal excluding GST and including expenses and disbursements. Each Project will be confirmed with a Purchase Order.
- 4.2. The Consultant will be paid for the Services on a monthly basis. The Village's payment policy is to pay within thirty (30) Days from the date of receipt of invoice. Invoices issued by the Consultant must be in a form satisfactory to the Village. Final payment will be made upon the submission of completed works including reports, contract documents, drawings, etc. The invoices submitted shall indicate the person hours expended on the Services in each category with other costs

detailed as appropriate. Final billing must be received within thirty (30) days of the completion of the Services.

- 4.3. Without limiting section 2.8, the Village may withhold from any payment due to the Consultant an amount sufficient to indemnify, in whole or in part, the Village, its officers, employees, servants, agents and contractors against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Village to the Consultant upon the basis for withholding the amount having been fully resolved to the satisfaction of the Village.
- 4.4. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 4.5. Except as provided in this Agreement, or as otherwise agreed in writing, the Village shall not be liable to pay or reimburse the Consultant for any costs incurred or expenditures made or purported to be made by the Consultant on behalf of the Village.
- 4.6. The Consultant must, for a period of not less than seven (7) years following the expiry or earlier termination of this Agreement, keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, including without limitation all wages paid to the Consultant's employees, and these shall at all times be open to audit and inspection by the authorized representative of the Village.
- 4.7. The Consultant must submit monthly statements and vouchers to the Village to verify all Disbursements.
- 4.8. Disbursements incurred by the Consultant in rendering the Services may include the following:
 - 4.8.1 All the Consultant's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries and duties, long distance telephone charges, telecopies and other normal disbursements necessarily incurred by the Consultant in connection with the performance of this Agreement.
 - 4.8.2 Travel, Subsistence, Lodging – will NOT be allowed for this engagement.

5. DEFAULT AND TERMINATION

- 5.1. On the happening of an Event of Default, or at any time thereafter, the Village may, at its option, elect to do any one or more of the following:
 - 5.1.1. by written notice to the Consultant, require that the Event of Default be remedied within a time period specified in the notice;
 - 5.1.2. pursue any remedy or take any other action available to it at law or in equity; or

- 5.1.3. by written notice to the Consultant, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 5.1.1.
- 5.2. In addition to the Village's right to terminate this Agreement under section 5.1.3 on the happening of an Event of Default, the Village may terminate this Agreement for any reason by giving at least 10 Business Days' written notice of termination to the Consultant.
- 5.3. If the Village terminates this Agreement under section 5.2:
 - 5.3.1. the Village must, within 30 Days of such termination, pay to the Consultant any unpaid portion of the fees and expenses described in the Proposal which corresponds with the portion of the Services that was completed to the Village's satisfaction before termination of this Agreement; and
 - 5.3.2. the Consultant must, within 30 Days of such termination, repay to the Village any paid portion of the fees and expenses described in the Proposal which corresponds with the portion of the Services that the Village has notified the Consultant in writing was not completed to the Village's satisfaction before termination of this Agreement.
- 5.4. The payment by the Village of the amount described in section 5.3.1 discharges the Village from all liability to make payments to the Consultant under this Agreement.
- 5.5. If the Consultant becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Consultant must promptly notify the Village of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Consultant proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Consultant proposes to take to prevent the occurrence of the anticipated Event of Default.

6. DISPUTE RESOLUTION

- 6.1. If requested in writing by either the Village or the Consultant, the Village and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) Days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to the Arbitration Act (British Columbia).
- 6.2. No one shall be nominated to act as an arbitrator who is in any way financially interested in the provision of the Services or in the business affairs of either the

Village or the Consultant.

- 6.3. If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4. The award of the arbitrator shall be final and binding upon the parties.
- 6.5. Costs of the arbitration must be divided equally between the parties.

7. CONFIDENTIALITY AND OWNERSHIP

- 7.1. The Consultant must not disclose any information, data or secret of the Village to any person other than representatives of the Village duly designated for that purpose, in writing, by the Village and must not use for the Consultant's own purposes or for any purpose other than those of the Village, any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement. These obligations of confidentiality shall not apply to information which was or is already public or which is required to be disclosed by law or court order.
- 7.2. The Consultant must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3. All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials which are produced under this Agreement, and all intellectual property and proprietary rights whatsoever therein, including without limitation all copyright, are and will remain the property of the Village even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies of maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, software, programs, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the Village.
- 7.4. Upon termination of this Agreement, the Consultant must turn over to the Village, an original copy of all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials produced under this Agreement.
- 7.5. The parties to this Agreement recognize that a breach by the Consultant of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the Village and that the Village could not adequately be compensated for such damages by monetary award. Accordingly, the Consultant agrees that, in the event of any such breach, in addition to all other

remedies available to the Village at law or in equity, the Village shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.

- 7.6. It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

8. NOTICES

- 8.1. Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, sent by facsimile to or delivered at the address of the other party set forth in section 8.2 or 8.3, as applicable, or at such other address as the other party may from time to time direct, in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.
- 8.2. The address for service for the Village is as follows:
2673 Dunsmuir Ave.
Cumberland, BC V0R 1S0
Fax: 250-336-2321
- 8.3. The address for service for the Consultant is as follows:
Street Address
City, Province Postal Code
Email: Email Address
Attention: Main Contact for Consultant Name

9. PERSONAL INFORMATION SECURITY AND CONFIDENTIALITY

- 9.1. The Consultant, which for purposes of this Article 9 includes any sub-consultant and employee of the Consultant, must, in relation to personal information comply with the requirements of the Freedom of Information and Protection of Privacy Act (the "Act") applicable to the Consultant as a service provider, including any applicable order of the Commissioner under the Act, and any direction given by the Village under this Agreement.
- 9.2. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to the Consultant as a service provider, and understands the obligations set out in Article 9 of this Agreement.
- 9.3. The Consultant must treat as confidential all personal information in the material

provided by the Village and all other information accessed or obtained by the Consultant, whether verbally, electronically or otherwise, as a result of this Agreement, and not permit its disclosure or use without the Village's prior written consent.

- 9.4. Unless the Village otherwise directs, the Consultant may only use personal information provided to it by the Village or otherwise obtained by the Consultant as a result of this Agreement, if that use is for the performance of the Consultant's obligations as required under this Agreement and is in accordance with the Act.
- 9.5. Unless otherwise directed and authorized by the Village, the Consultant may only collect or create personal information that is necessary for the performance of the Consultant's obligations specified in this Agreement, and such collection or creation must be in accordance with the Act.
- 9.6. In relation to records in the Consultant's possession that contain personal information provided by the Village, or otherwise obtained by the Consultant as a result of this Agreement, unless the Agreement otherwise specifies, the Consultant must dispose of them or deliver them as directed by the Village.
- 9.7. In response to access requests to the Village under the Act for records in the Consultant's possession, either obtained or produced by the Consultant as a result of this Agreement, unless the Agreement otherwise specifies, the Consultant must co-operate with the Village and deliver the relevant records as directed by the Village. For the purposes of this section 9.7, "record" has the meaning assigned in the Act.
- 9.8. The Consultant must at all times ensure the confidentiality and security of the personal information in its custody and make reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal, including any security arrangements expressly set out in the Agreement.
- 9.9. The Consultant must not disclose personal information to any person other than the Village. If the Contactor receives a request for access to personal information from a person other than the Village, the Consultant must promptly advise the person to contact the Village.
- 9.10. If the Consultant knows there has been unauthorized disclosure of personal information in its custody or under its control, the Consultant must immediately notify the Village.
- 9.11. The Village may, at any reasonable time, and on reasonable notice to the Consultant, enter on the Consultant's premises to inspect any personal information in the possession of the Consultant or any of the Consultant's information management policies or practices relevant to its management of personal information and the Consultant must permit, and provide reasonable assistance to, any such inspection.

10. CHANGE NOTICES

10.1. The Village may issue to the Consultant a Change Notice to make changes to the Services, omit part of the Services, or require additional Services. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The Village and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) Days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

11. NO DUTY OF CARE

11.1. The Consultant acknowledges that the Village, in the preparation of the contract documents, supply of oral or written information to Consultants, or the carrying out of the Village's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the Village in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, or carrying out of the Village's responsibilities under this Agreement, with the exception of fraud on the Village's part.

12. WAIVER

12.1. Except as may be specifically agreed in writing, no action or failure to act by the Village or the Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

13. RELATIONSHIP

13.1. The legal relationship between the Consultant and the Village arising pursuant to this Agreement is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Village to be that of employee and employer. The Consultant must not do anything that would result in personnel hired or used by the Consultant or a sub-consultant in relation to providing the Services being considered employees of the Village.

14. VALIDITY

14.1. If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

15. LAW

15.1. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of British Columbia.

15.2. Nothing in this Agreement shall prejudice or impair the Village in the exercise of any of its rights, powers and privileges under any law, bylaw, order or regulation or in equity all of which may be fully and effectively exercised by the Village as if this Agreement had not been made by the parties, provided that the foregoing shall not restrict the rights and remedies of the Consultant arising from a breach of this Agreement by the Village.

16. EXECUTION

16.1. Each of the parties must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

17. TRANSFER OF INTEREST

17.1. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. The Consultant must not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Village.

18. REPRESENTATIONS AND WARRANTIES

18.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Consultant represents and warrants to the Village as follows:

18.1.1. All information, statements, documents and reports furnished or submitted by the Consultant to the Village in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;

18.1.2. The Consultant has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Consultant to fully perform the Services;

18.1.3. The Consultant holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Consultant's obligations under this Agreement;

18.1.4. This Agreement has been legally and properly executed by, or on behalf of, the Consultant and is legally binding upon and enforceable against the Consultant in accordance with its terms; and

18.1.5. If the Consultant is not an individual, the Consultant has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Consultant.

19. PERFORMANCE STANDARDS

19.1. At the conclusion of the Contract, the Consultant may be evaluated on their Contract performance. In addition, if requested, a debriefing meeting with the Consultant may be arranged.

20. ENTIRE AGREEMENT

20.1. This Agreement constitutes the entire Agreement between the Village and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Village and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the Village and the Consultant.

IN WITNESS WHEREOF the Village and the Consultant have executed this Agreement.

THE CORPORATION OF THE VILLAGE OF CUMBERLAND on the ____ day of _____, 2026)
by its Authorized Signatory)

Authorized Signature)

Title)

Printed Name)

CONSULTANT COMPANY TITLE)
on the ____ day of _____, 2026)
by its Authorized Signatory)

Authorized Signature)

Title)

Printed Name)

Witness

Printed Name

)
)
)
)
)
)

SAMPLE

SCHEDULE "A"

SAMPLE

**REQUEST FOR PROPOSAL RFP VoC 26-02
PERSEVERANCE CREEK FLOOD RISK ASSESSMENT**

SAMPLE

SCHEDULE "B"

ACCEPTED PERSEVERANCE CREEK FLOOD RISK ASSESSMENT PROPOSAL

SAMPLE

SCHEDULE “C”

INSURANCE

1.0 The Consultant shall, at its own expense, provide and maintain until the completion of the Services the following insurance in a form acceptable to the Village with an insurer licenced in British Columbia:

1.1	Commercial General Liability per occurrence	\$2,000,000.00
1.2	Professional Liability	\$1,000,000.00
1.3	Automobile Insurance (owned and non-owned)	\$2,000,000.00

Commercial General Liability policies shall name the Village as an Additional Insured and include a cross liability or severability of interests clause such that the Consultant and the Village are insured as if separate policies had been issued to each. Commercial General Liability policies shall require the insurer to provide thirty (30) Days written notice to the Village of cancellation or any material change in coverage.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Village.

2.0 The Consultant shall provide the Village with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

3.0 Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnify provisions set forth in this Agreement.

SCHEDULE “D”

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

In any case where the Consultant or the Consultant’s employees shall be working alongside, interacting with or working in the vicinity of Cumberland employees in the performance of the contract, the Consultant shall ensure that all its employees are familiar with and comply with the following Village policies:

- Bullying and Harassment Policy
- Communicable Disease Policy
- Workplace Violence Policy
- Occupational Health and Safety Policy

SAMPLE