



Infrastructure Services

**Request for Proposals
No. 2025-IS-05**

**Chemainus Rd Sanitary System
Civil Engineering Services**

For further information please contact:

Michele Gill, ASCT
Senior Engineering Technologist
250-245-6442
mgill@ladysmith.ca

RFP Issue Date: May 29, 2025
RFP Closing Date: **June 19, 2025 1:30 pm,**
RFP Opening: **June 19, 2025 1:45 pm,**
Location of Bid Opening: **Ladysmith City Hall**



1. Introduction

The Town of Ladysmith is seeking proposals from qualified consultants (proponent) in accordance with these Request for Proposal (RFP) documents. The proposals will be evaluated for the selection of a consultant with the intent to enter a contract to provide the services described in Appendix A.

As part of the submission review process, proponents may be required to present their proposal and approach to the Town staff. Proposals will be reviewed and evaluated by a committee comprised of Town staff. During the evaluation process any or all of the proponents may be asked for clarification by telephone or email.

2. Required Project Deliverables

Although all deliverables for this project are not able to be known, the following deliverables are anticipated:

- Provide conceptual options for replacing the Sandy Beach sanitary sewer system;
- Provide two concept design options with class 'D' estimates with advantages and disadvantages for each;
- Prepare phasing plan for the selected option;
- Prepare permits for provincial and or federal agencies (as required);
- Preliminary design of Phase 1; and
- Class A or B cost estimate of Phase 1.

More detail regarding deliverables can be found in Appendix A – Project Description.

3. Response Content

All respondents should include the following information in their proposal

- Project understanding;
- Proposed scope of work;
- Schedule to complete the work;
- Cost estimate, including a breakdown of costs; and
- List of staff who will work on the project with experience and rates.

As part of the submission review process, proponents may be required to present their proposal and approach to the Town staff. Proposals will be reviewed and evaluated by a committee comprised of Town staff. During the evaluation process any or all of the proponents may be asked for clarification by telephone or email.

4. Enquiries

All enquiries related to this “Request for Proposal” are to be directed to:

Michele Gill, ASCT
mgill@ladysmith.ca
250-245-6442

5. RFP Addenda

It is the responsibility of the proponents to check periodically for any addenda that may be issued by the Town of Ladysmith. Addenda will be posted on the Town of Ladysmith website (www.ladysmith.ca/city-hall/bid-opportunities) and on BC Bid.

6. Proposal Submission

Proponents are requested to submit their proposals **no later than 1:30 pm on June 19, 2025**, to the attention of:

Sue Bouma, Manager of Corporate Services
Town of Ladysmith
410 Esplanade – PO Box 220
Ladysmith, BC V9G 1A2

Proposals must be submitted in person or by mail or courier. All submissions must be clearly marked “Request for Proposals 2025-IS-05 – Sanitary Sewer Modelling Services”

The successful bidder will be required to obtain and provide proof of the following:

- A current business license for operating in the Town of Ladysmith
- A Clearance Letter from WorkSafe BC that confirms they are registered and in good financial standing with WorkSafe BC
- Minimum \$5 million liability insurance with the Town of Ladysmith named as additional insured
- Federal, provincial and municipal permits when and where applicable

Submissions in response to this RFP will be opened privately at the Town of Ladysmith City Hall on **June 19, at 1:45 pm**.

7. Proposal Evaluation

The Town will evaluate proposals based upon but not limited to, the following:

- Quality of the proposal
- Fee quote
- Principles of best value (see below)
- Demonstrated proven experience
- Accessibility and responsiveness
- Past performance of firm and staff including cost and scheduling control as determined from the Town and references.

The Town reserves the right to accept or reject any or all proposals either whole or in part at any time, or waive formalities in, or accept a proposal either whole or in part which is deemed most favourable in the interest of the Town. The Town will be under no obligation to proceed further with any submitted proposal and, should it decide to abandon some, it may, at any time, invite further proposals for the supply of the services described or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the Town.

The lowest or any submission in response to this RFP will not necessarily be accepted. The bids will be considered on their merits and it is not the intention of the Municipality to buy on price alone.

The Town of Ladysmith Purchasing Policy entails the following Principles of “Best Value”:

- Procure the goods and services requirements of all departments in an efficient, timely and cost-effective manner while maintaining the necessary controls.
- Engage in an open bidding process wherever practical.
- Ensure maximum value is obtained during the acquisition of goods and services. Where applicable, the total cost of the goods and services purchased should be taken into account. Total cost may include but not be limited to acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact.
- Take into account wherever practical the commitment to protection of the environment, and energy conservation.
- Ensure the acquisition of goods and services meets the requirements of applicable legislation and trade agreements, including the New West Partnership Trade Agreement, and the Agreement on Internal Trade.
- Ensure that maximum value is realized when disposing of surplus goods, materials and equipment.
- Up to five (5) percent of the evaluation score will be allocated based on the proposal's contribution to the following community benefits:
 - *Economy*

- Demonstrate job creation within the local area, which is defined as the Cowichan Valley Regional District and the Regional District of Nanaimo;
 - Contribute to a stronger local economy (buy local);
 - Increase training and apprenticeship opportunities;
 - Provide work experience and employment opportunities for youth aged 15 to 24;
 - Ensure that a Living Wage for the local area is paid
- *Public Spaces*
 - Enhance community recreation, arts and/or culture infrastructure
 - Improve and enhance public spaces
 - Improve access to public spaces for people living with disabilities
- *Environment*
 - Demonstrate that work undertaken exceeds requirements for environmental standards

8. Ownership of Proposals

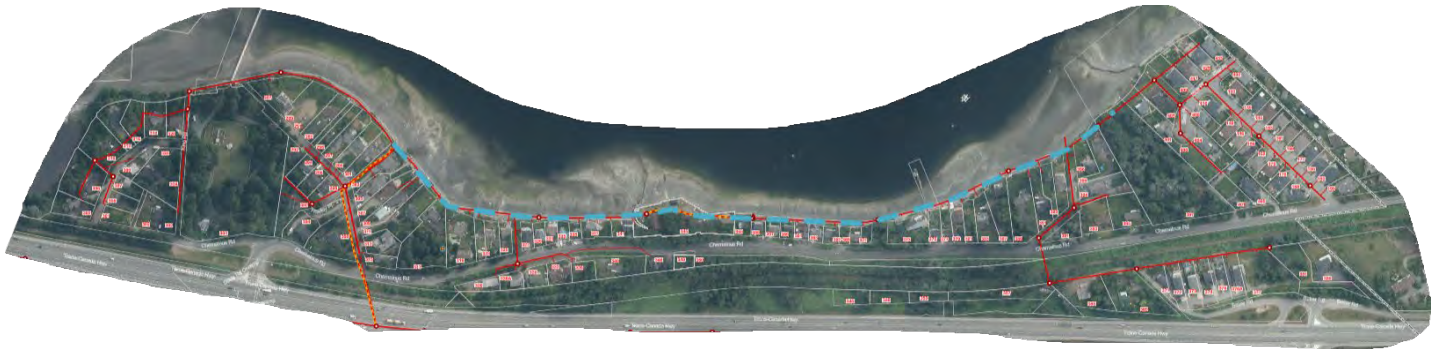
All Proposals and subsequent information materials shall become the property of the Town of Ladysmith after the closing date and time and will not be returned.

The Proposals will be held in confidence by the Town subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. This Request for Proposals and all associated documentation is the property of the Town of Ladysmith and shall not be copied or distributed without the prior written approval of the Town.

APPENDIX A – PROJECT DESCRIPTION

1. Background

The Chemainus Road sanitary system is located east of the Trans-Canada Highway in the south end of town. All mains in this system flow to the Gill Road Pump Station which pumps via a force main under the highway to the Town's trunk main. A significant portion of the mains are located in the foreshore on Sandy Beach below Mean High Water. The system services approximately 133 parcels directly to the beach mains or through mains leading to the beach mains with the assistance of the Sandy Beach Lift Station. See below for a photo of the system and see Item 7 (Page 9) for a large map.



The existing beach mains (highlighted in blue above) are in poor condition and are due for replacement along with the Sandy Beach Lift Station. The beach mains are asbestos cement, and pipe videos show that there is significant infiltration through the joints and holes. Sampling from the lift station and wastewater treatment plant indicates that infiltration includes sea water, which is accelerating corrosion of the pump stations' works.

The overall project is anticipated to be a relatively costly project for the Town. Phasing will be required to keep costs and risk managed. Phases would likely be approximately \$2 million each and would proceed as funding is available. This would likely be every 2 years making the overall project relatively long term.

2. Existing Infrastructure

Infrastructure in the Chemainus Road sanitary system includes the following:

- Gravity sewer mains = 6 km
- Sewer force mains = 0.26 km
- Sewer lift station = 1
- Sewer Pump Stations = 1
- Service laterals = 148

- Sewer manholes = 30

Approximately 90% of the manholes (nodes) have inverts and pipes (conduits) have slope, size and material.

Limited public access in GIS is available at <https://www.ladysmith.ca/business-development/bylaws-maps>.

Sewer data includes the following for a majority of the assets in .DWG format:

- Sewer mains
 - o Elevations
 - o Diameter
 - o Material
 - o Length
 - o Slope
- Sewer manholes
 - o Rim elevation
 - o Invert elevation
- Sewer service laterals

3. Scope

The primary objective of this project is to evaluate options for the replacement of the 1.3 kilometers of sanitary sewer main that are in the foreshore of Sandy Beach, including the pump station, lift station, and ancillary force main. Provide two or more recommendations for concept replacement and the advantages and disadvantages for each option. Prepare a concept design(s) for presentation to Council. Provide a phasing plan and provide detailed design based on the phasing plan. Prepare and submit any provincial or federal permits on the Town's behalf. Provide cost estimate for the option to expand the scope of work to include tendering and contract management.

Town staff should be involved in all the above steps for guidance.

The consultant should include project management within their scope to adequately track progress, meet with Town staff, invoice the Town, manage sub-consultants, and other relevant project management duties.

The Town encourages consultants to present opportunities to add value to the project; however, financial information should consider the scope described above so that all proposals can be evaluated equally.

4. Communications

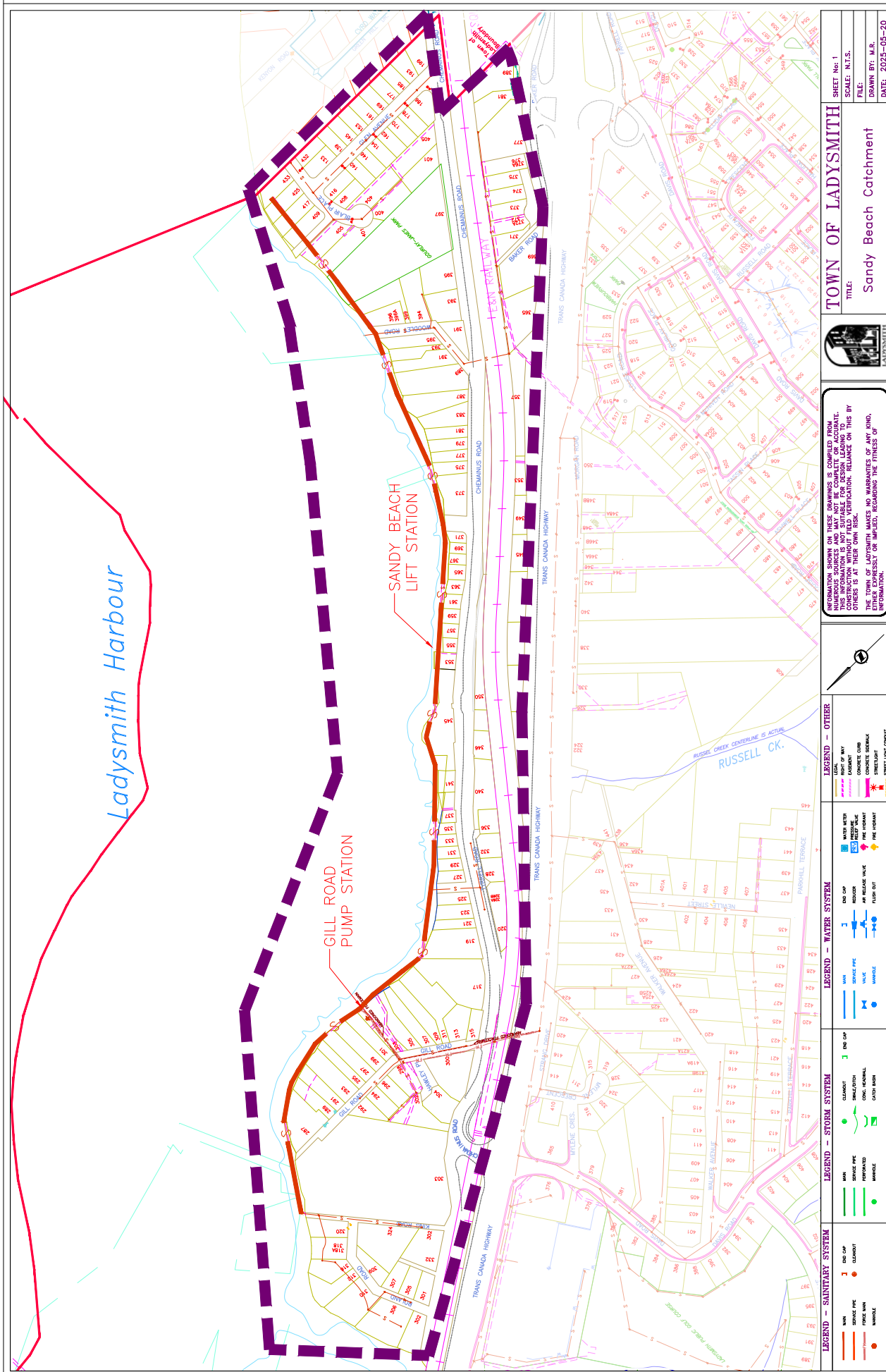
The Consultant will organize meetings with Ladysmith staff at regular intervals to present and discuss key findings and draft design work. Ladysmith's project manager will accept requests for information and send requests to appropriate internal stakeholders. On occasion, the Consultant may be asked to present findings or answer questions of Ladysmith's Council in a Council or Committee of the Whole meeting. These meetings are typically held outside regular business hours.

5. Required Project Deliverables

1. Review the site, record drawings, and other relevant site information. This area of Town is older and there are limited record documents. The Town does have some recent information including upgrades to the Gill Road pump station and pipe videos completed in 2024 along Sandy Beach;
2. Prepare conceptual options with pros and cons for staff to review and consider;
3. Design conceptual layouts and prepare class D estimates for a minimum of two options. Staff will prepare the report and make recommendations using these options for Council consideration;
4. Identify various permits that may be required for the options proposed and provide a rough timeline anticipated for the completion of these permits. These may also be included in the staff report for item 3;
5. Create a phasing plan for the preferred concept that maximizes value and meets Town financial constraints;
6. Advance Phase 1 to preliminary design and detailed design. Allow time in the schedule for staff review and consultation;
7. Cost estimate Phase 1 for presentation to Town Council and use in future budgeting; and
8. Prepare a tender package and provide construction administration services (option item).

6. Schedule

The Town does not have a firm completion date for this project and recognizes that the project is a multi-step process that may change as information is gathered. Proponents should include a schedule of estimated milestones and target dates for the work, including a final date for all deliverables. The schedule will be used by the Town's project manager and the consultant to ensure the project is on track and matches the agreed scope of work. The schedule will be considered during evaluation (see Appendix C).



APPENDIX B – FORM OF PROPOSAL

To facilitate fair evaluation, proposals should be organized as follows:

1. Project Understanding – Describe the site and project requirements and goals.
2. Approach – The consultant’s scope of services and work task break down. Include deliverables and plans;
3. Project Team – Provide team member information, organization, and qualifications. Include reporting structure and project manager communication with the Town;
4. Experience – Firm experience on related projects;
5. References (Optional) – Proponents may provide references. The Town may request references if the proponent is short-listed;
6. Schedule – Include key milestones and deliverables that match the scope. The schedule should be easy to follow. Include 2 weeks for Ladysmith staff to review documents at each review stage; and
7. Fees – Tabulate costs and level of effort for all tasks and include subcontractors and subconsultants where applicable. Total the costs with all applicable taxes.

Proponents may expand on the above and provide any information that demonstrates their qualifications while maintaining a clear and concise proposal. The list is only for guidance so that each proposal can be examined without difficulty.

APPENDIX C – EVALUATION

TECHNICAL EVALUATION

Proposals will be evaluated by a minimum of two Ladysmith staff. The scoring criteria shown below will be used to assist in the evaluation; however, the highest scoring proposal will not necessarily be selected. Other evaluation criteria may impact the selection, such as an interview, reference checks, or value-added services.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and reimbursable expenses will be considered in the proposal evaluation. Points will be awarded based on a combination of rates, proposed budget relative to scope, suitable budget allocation to tasks, and value.

MINIMUM TECHNICAL SCORE

Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed. Technical portions of proposals must achieve a score of at least 70% to be considered “technically qualified”.

SCORING

The table below describes the scoring that will be used to evaluate all proposals.

THE METHOD	40
General Approach	8
Proposed list of activities and reporting	10
Understanding of objectives	12
Proposed level of effort	10
FIRM PROFILE	10
Experience with similar projects	5
Location of the firm	2
Practices and/or policies within the organization governing its work with First Nations	3

THE PERSONNEL	15
Project Manager - How will they support the delivery of services by the firm? - What is their experience with similar projects on Vancouver Island and within BC? - Provide details on times when they challenged conventional wisdom and/or engineering standards in order to provide the best solution for the client.	5
Project Members - Provide a half-page bio of why each key staff member is suited for this role. Include project examples showcasing experience, qualifications, and local knowledge.	5
Team Organization	5
PRESENTATION	10
Quality - clear and concise	5
Content -relevant information provided without redundancies	5
PRICE PROPOSAL	25
Cost	15
Breakdown of costs	10
TOTAL SCORING	100

Proposals will be evaluated and ranked according to the table above. The evaluation will be based on a 0 to 10 scale.

INTERVIEWS AND REFERENCES

The Town may request an interview and/or reference check with any or all shortlisted firms. An interview format has not been determined and would likely focus on areas of a proposal that are unclear to the evaluation team. The outcome of an interview would be used in the evaluation. If an interview is requested, an in-person or Microsoft Teams online meeting would be made available.

APPENDIX D – PRO FORMA CONTRACT FOR SERVICES

1. CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of ___, 202__
BETWEEN:

2. Town of Ladysmith

410 Esplanade
PO Box 220
Ladysmith, BC V9G 1A2

("Ladysmith", "the Town", "we",
"us" or "our" as applicable)

OF THE FIRST PART

AND:

3. [CONTRACTOR NAME]

[ADDRESS]

City, BC,
X#X #X#

("Consultant", "you" or "your" as applicable)

OF THE SECOND
PART

4. WHEREAS:

- A. The Town of Ladysmith called for proposals for the provision of consulting services for [CONTRACT NUMBER] [NAME OF PROJECT] (the "**Project**"), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the request for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedule "D" to this Agreement.
- B. The Town has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Town in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Town and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the “Agreement”), agree as follows:

5. CONSULTANT’S OBLIGATIONS:

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule “A” or, if no time limit is specified in Schedule “A”, you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule “A” to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the Town to any person other than representatives of the Town duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the Town any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the “**Intellectual Property**”) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.

6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising from an error, omission or negligent or willful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule “B” to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the Town arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be, our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this

Agreement.

6. PAYMENT

1. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule “A”. Where you are specifically authorized in Schedule “A” to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule “A” as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
2. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

7. TERMINATION AND SUSPENSION

1. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
2. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
3. **Suspension** If your Services are suspended by the Town at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the Town to terminate this Agreement upon giving written notice thereof to the Town. In such an event, you shall be paid by the Town for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
4. **With Notice** If we are unwilling or unable to proceed with the Project we may

terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

8. GENERAL

1. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the Town, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the Town's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the Town 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, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the Town's responsibilities under this Agreement.
2. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
3. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
4. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
5. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the Town or the Consultant shall constitute a waiver of any right or duty afforded either 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.

6. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the Town and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the Town and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the Town and the Consultant.
7. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
8. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
9. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the Town of Ladysmith alone and never refer to the combination of the Consultant and Town. The combination of the Town and the Consultant is referred to as “the parties”.
10. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
11. **Interpretation** 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.
12. **Time** Time is of the essence in this Agreement.
13. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

9. DISPUTE RESOLUTION

1. **Arbitration** All matters in dispute under this Agreement which are not first

resolved between the parties acting reasonably may, with the concurrence of both the Town and the Consultant, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.

2. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Town or the Consultant.
3. **Nominees** 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.

10. DESIGNATED REPRESENTATIVES

1. **Town Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the “Town Representative”) and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the Town Representative in the place and stead of any person previously designated.
2. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the “Project Manager”) and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

11. NOTICE

1. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, 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 means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

Town of Ladysmith by its
authorized signatories:

Mayor

Corporate Officer

XXXXXXXXXX by its authorized
signatories:

Name

Name