



CORPORATION OF THE VILLAGE OF POUCE COUPE

Request for Proposals 2025-10-01 for Municipal Engineering and Consulting Services

The Corporation of the Village of Pouce Coupe (the 'Village') is seeking qualified consultants to provide Engineering and Consulting Services specific to municipal infrastructure assets and municipal planning services. The intention is to enter into a three-year contract (with three opportunities to extend for one year) with qualified professionals that have expertise in the areas stipulated within this Request for Proposals (RFP).

All contract documents are available through BC Bid. The Proponent is solely responsible for ensuring any addenda are downloaded, reviewed, and included in their proposal. Questions regarding specifications can be directed to dmalkinson@poucecoupe.ca.

Proposals will be accepted up to 2:00 p.m. (local time), November 28, 2025 and may be submitted only by e-mail in PDF format to dmalkinson@poucecoupe.ca. Proposals received at any other email address will not be considered as received by the Village.

If proposals exceed the permitted email size of the sender or the Village, Proponents should send the proposal in multiple emails indicating on each email the total number of emails being sent.

The Village of Pouce Coupe will not be liable for any delay or non-receipt of emails for any reason including technological delay or issues by either party's network or email program. The Village of Pouce Coupe accepts no responsibility for proposals that fail for any reason to enter into the Village of Pouce Coupe's system by the closing time. As email transmission can be delayed due to high volumes of internet traffic, file transfer size, transmission speed etc., it is the submitter's responsibility to submit their documents sufficiently in advance of the closing time to allow for receipt by the Village of Pouce Coupe. Parties submitting via email near the deadline do so at their own risk.

It is the sole responsibility of the Proponent to ensure that its proposal is received at the above location and by the time stipulated. Proposals received after the stipulated time will be rejected and returned to the proponent unopened. Faxed proposals are not acceptable and will be rejected.

The Village of Pouce Coupe reserves the right to accept or reject all or any proposals and to waive any informality, incompleteness or error in any proposal. Proponents must refer to the

Request for Proposal documents for the terms governing the proposal process. All costs incurred by proponents in the preparation and presentation of their proposal will be at their own expense.

1. INTRODUCTION

The Village of Pouce Coupe is a welcoming community of 869 residents, just 10 km from Dawson Creek in Northeastern BC. The Village is surrounded by rolling hills, farms, and yellow fields of canola, with outstanding four-season recreation—skiing, hiking, ATV riding, and snowmobiling. Rich in history and community pride, the Village of Pouce Coupe is a beautiful corner of the Peace Region with untapped economic potential.

The Corporation of the Village of Pouce Coupe (Village) is seeking qualified consulting firms to provide Engineering and Consultant Services related to community infrastructure, local planning, and general municipal operations. The Village intends to enter into a three-year (with three opportunities to extend for one year) Master Servicing Agreement (MSA) with one or more qualified firms with expertise in engineering (civil, water, landfill, transportation, etc.), land use planning, landscape architecture, economic development, and other municipal services.

The successful Proponent(s) will be required to work closely with Village staff and stakeholders and become familiar with local conditions, community priorities, and regional planning frameworks. The Village reserves the right to retain other consultants outside this agreement if required. For proponent reference, in prior years, annual Village actual engineering expenses have approached \$250,000.

2. PROPOSAL REQUIREMENTS

Interest

Please explain why your firm is interested in the Village of Pouce Coupe as a client.

Approach

Please describe how your firm will approach providing services to the Village of Pouce Coupe (how will you manage projects across remote communities; how does your firm report or communicate progress?).

Commitment of Resources

What staffing resources will your firm commit to in providing services to the Village of Pouce Coupe?

Please describe your team in terms of the following:

- Names of the individuals who will be providing services to the Village
- Their relevant experience
- Their knowledge of, and relationship to the Pouce Coupe community

This RFP is anticipated to be awarded by Village Council by January 14, 2026. The successful proponent must be able to start work for the Village of Pouce Coupe by February 2026.

References

Please provide no less than three (3) references from other clients that we can contact regarding your firm's experience and quality of service reflective of the Village of Pouce Coupe's expectations.

Proposal Format

Proponents must limit their proposal to 15 pages, excluding Resumes, Title Page, and Appendix page. Any additional material beyond this number will not be considered.

Proposals shall include a proposed rate schedule for:

- Professional services proposed;
- Travel to and from site;
- Participation in bi-weekly virtual meetings to discuss active work;

This schedule will form Schedule 2 of the Master Services Agreement. The Village of Pouce Coupe expects rates to be fixed for the first year of the term, with inflationary adjustments thereafter as described in the Draft Master Services Agreement.

Scope of Services Sought

- Proponents must indicate their willingness to provide consulting services in any or all of the following areas: Engineering, Planning, Water Treatment, Landfill operations, Capital Project Management, Mapping, Economic Development, Surveys, Marketing, Governance.
- Funding application assistance and coordination
- Local and regional strategic planning in capacity development and economic growth
- Facilitate joint initiatives with neighboring First Nation communities
- Broad approaches to cross project coordination
- Coordination and overseeing involvement of specialist consultants as required

3. PROCESS & TIMING

Timing Requirements

Timeline	
RFP Release	November 1, 2025
Deadline for Questions	November 14, 2025
Proposal Submission Deadline	November 28, 2025 (2:00 PM)
Proposal Review Complete	December 5, 2025
Interviews Complete	December 19, 2025
Contract Award Recommendation to Council	January 14, 2026

- Please submit any questions regarding this RFP to dmalkinson@poucecoupe.ca prior to November 14, 2025.
- Please provide your completed proposal, no later than November 28th, 2025 in a single Portable Document Format (PDF) digital file to dmalkinson@poucecoupe.ca.
- Proposals will be evaluated and shortlisted. Interviews may be held with short-listed firms. Selection and notification is expected to be completed no later than January 14, 2026
- Please direct all communications or requests for information to:
Duncan Malkinson, Interim Chief Administrative Officer
dmalkinson@poucecoupe.ca
Phone: (250)-786-5794

4. CONDITIONS OF THIS RFP

- The Village reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion.
- The Village reserves the right to accept a proposal other than the highest evaluated score without stating reasons.
- By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the Village to accept or reject any proposal in its sole and unfettered discretion.
- The Village reserves the right to reject any or all proposals that do not comply with the requirements of this RFP.
- The Village may consider any factor in addition to the above listed its evaluation. This consideration is the sole and unfettered discretion of the Village.
- This Request for Proposal does not commit the Village to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at a meeting with Village staff.
- The successful proponent will be required to enter into a Master Servicing Agreement (MSA) with the Village and provide:
 - Commercial General Liability Insurance (\$5 Million);
 - Professional Liability Insurance (\$5 Million); and
 - Workers Compensation coverage (WorkSafeBC).

5. EVALUATION

- Proposals will be evaluated using a qualifications-based selection process to facilitate the selection of professional consultants based on their qualifications, economic competitiveness, experience and competence in the services sought.
- Evaluations will be based on the following criteria:

Criteria	Point Weighting
Economic Competitiveness	35
Project team & expertise in comparable communities	20
Local context (knowledge of / experience in the area)	15
Scope of service requirements	20
Quality of the proposal	10

Schedule "A" – Draft Master Service Agreement

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT dated for reference this _____, 2026 is:

BETWEEN:

Village of Pouce Coupe
5011 – 49 Ave
Pouce Coupe, BC
V0C 2C0

(the "**Village**")

AND:

[Name of consultant]

[Address]

[Address]

(the "**Consultant**")

GIVEN THAT:

- A. the Village wishes to obtain certain services on an as-needed basis over a period of three years;
- B. the Consultant responded to the Village's procurement solicitation and was selected by the Village, and
- C. the parties wish to enter into this agreement which will provide the contractual framework for the provision of services by the Consultant to the Village,

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this agreement agree as follows:

1.0 Interpretation

In this agreement, the following terms have the meanings set out after each:

- (a) "**Claims**" has the meaning described in section 22.1;
- (b) "**Confidential Information**" has the meaning described in section 14.1;
- (c) "**Force Majeure**" means an extraordinary event of nature, an act of a public enemy, war, unforeseen and materially significant impacts from epidemic or pandemic, labour disruptions and other extraordinary causes not reasonably within the control of the Consultant or the Village;
- (d) "**Indemnified Party**" has the meaning described in section 22.1;
- (e) "**Indemnifying Party**" has the meaning described in section 22.1;
- (f) "**Intellectual Property**" means all discoveries, inventions, know-how, improvements, developments, processes, technology, compositions, designs, techniques, methods, industrial designs, compositions, prototypes, models, literary

work, research, drawings, software and trade secrets whether or not capable of patent, industrial design, copyright or trademark protection, or any other type of protection;

- (g) **"Intellectual Property Rights"** means all rights available at common law, equity and statute, relating to Intellectual Property;
- (h) **"MSA"** means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time;
- (i) **"Services"** means any or all of the services set out in Schedule 1 or services similar to those set out in Schedule 1; and
- (j) **"Task Order"** has the meaning described in section 3.3;
- (k) **"Term"** has the meaning described in section 2.1;
- (l) **"Work Product"** means all documents, data, drawings, sketches, calculations, specifications, models, renderings, drafts, and reports in any medium or electronically prepared by or on behalf of the Consultant in the performance of the Services and includes all related Intellectual Property and Intellectual Property Rights.

2.0 Term

- 2.1 This MSA takes effect immediately upon execution by all the parties and will be in effect for a period of three years thereafter ("**Term**") with three mutually held options to extend for one year.
- 2.2 The Consultant acknowledges that certain consulting services may be in progress at the commencement of this Agreement and agrees to coordinate with any outgoing consultants, as directed by the Village, to support an orderly transition and continuity of project execution.

3.0 Task Order Process

- 3.1 Upon identifying a need for Services during the Term:
 - (a) the Village will provide in writing a description of the required Services to the Consultant;
 - (b) the Consultant will, within five business days, provide its estimated time for completing the Services and, if applicable, the estimated 'not to exceed' price; and
 - (c) the parties will negotiate performance time, compensation and any other conditions applicable to the Services in good faith.
- 3.2 The rates provided in Schedule 2 shall remain fixed for the first year of the Term. For each subsequent year of the Term, the rates may be adjusted annually by an amount not exceeding the lesser of four percent (4%) or the annual percentage change in the Consumer Price Index (CPI) for British Columbia (all-items, not seasonally adjusted), as published by Statistics Canada for the 12-month period ending September 30 of the previous year.
- 3.3 Upon reaching agreement, the Village and the Consultant will execute a document substantially in the form provided in Schedule 3, which will then constitute a "**Task Order**".
- 3.4 In the event of conflict between the terms herein and terms in a Task Order, the former shall prevail unless explicitly stated.

4.0 Services

- 4.1 Upon execution of a Task Order, the Consultant will provide the Services set out therein in accordance with the terms set out in this MSA and in the Task Order.
- 4.2 The Consultant will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.
- 4.3 The Consultant will supply and pay for all labour and materials necessary or advisable to provide the Services.
- 4.4 The Consultant will be responsible for all applications, permits or other approvals necessary or advisable to provide the Services unless agreed to otherwise in the Task Order.
- 4.5 The Consultant will, upon request, fully inform the Village of all work done in connection with providing the Services. Works performed must not exceed written authorizations.
- 4.6 The Consultant will, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and will ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.7 All workers hired by the Consultant to perform the Services will be the employees or contractors of the Consultant and will not be the employees or contractors of the Village. The Consultant will refrain from doing anything that would result in workers hired by the Consultant being considered the employees of the Village.
- 4.8 The Consultant will comply with all Village bylaws and all other applicable enactments in connection with this MSA and the delivery of the Services.

5.0 Compensation

- 5.1 The Village will pay the Consultant in arrears for the Services delivered pursuant to any Task Order as per the particulars of compensation set out in the Task Order. For certainty, no compensation is payable by the Village to the Consultant except pursuant to a Task Order.
- 5.2 The Consultant will submit monthly written invoices to the Village in relation to Services provided under any Task Order. Each invoice should reference the date of the Task Order and particulars of the Services performed including names of personnel, time spent, hourly rate and brief description of Services performed.
- 5.3 The Village will pay the Consultant the invoiced amount (to the extent it is in accordance with this MSA and the applicable Task Order) within 30 calendar days of the delivery of the invoice.
- 5.4 The Village will not pay the Consultant for any fees or expenses unless agreed to by the parties in the Task Order.
- 5.5 Any expense claims provided by the Consultant to the Village will be supported by proper receipts, except where expressly not required.

5.6 The Consultant will be responsible for the payment of all income and other taxes attributable to any payments made under this MSA. The Consultant agrees to indemnify and save harmless the Village from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Consultant under this MSA.

5.7 The Consultant will apply for and, immediately upon receipt, remit to the Village any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this MSA.

5.8 The Consultant will maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the Village and all in accordance with Public Sector Accounting Standards as applicable in British Columbia.

6.0 Conflict of Interest

6.1 The Consultant will not provide services to any other person or organization where doing so could reasonably give rise to a conflict of interest with respect to the Consultant's duties under this MSA.

7.0 Subcontracting

7.1 The Consultant will not subcontract any obligation under this MSA, other than to persons or firms that the Consultant has proposed to the Village and the Village has approved the same in writing.

7.2 The Village may, for reasonable cause, object to the use of a proposed subcontractor and require the Consultant to retain another qualified subcontractor.

7.3 No subcontract, whether consented to or not, will relieve the Consultant of any obligations under this MSA.

7.4 The Consultant will ensure that any subcontractor fully complies with this MSA when performing the subcontracted Services.

8.0 Non-Compliance

8.1 If the Consultant fails to observe, perform, or comply with any provision of this MSA, then the Village may, at its sole discretion:

- (a) allow the Consultant to continue to provide the Services with a time limit for compliance, rectification or both; or
- (b) suspend all or part of the Services, including payments in whole or in part, and give the Consultant a time limit for compliance, rectification or both.

8.2 If the Village has set a time limit for compliance, rectification or both and believes that the Consultant has failed to meet the time limit, the Village may employ whatever means necessary to rectify that non-compliance, including performance of the Consultant's obligations on the Consultant's behalf and/or termination of this MSA, and the Consultant will pay an amount equal to all costs reasonably incurred by the Village in rectifying the non-compliance.

9.0 Termination

- 9.1 The Village may terminate this MSA at any time, and without cause, by giving 30 calendar days' written notice of termination to the Consultant and paying the Consultant any amount owed under this MSA up to the effective date of termination. That payment will discharge the Village from all liability to the Consultant under this MSA.
- 9.2 The Village may terminate this MSA if the Consultant fails to comply with any of the terms, covenants and agreements that the Consultant must observe or perform under this MSA and that failure continues for 14 calendar days after receipt by the Consultant of notice in writing from the Village specifying the failure.
- 9.3 Provided there are no active Task Orders in existence at the time, the Consultant may terminate this MSA for any reason by providing 120 calendar days' written notice of termination to the Village.

10.0 Information and Intellectual Property

- 10.1 The Village will make available to the Consultant all information in its possession that the Village considers relevant to the Consultant's performance of the Services.
- 10.2 Subject to any rights, title or interests expressly granted by this MSA, neither party shall acquire any right, title, or interest in or to any Intellectual Property of the other party. Notwithstanding the foregoing, to the extent that the Work Product incorporates the Intellectual Property of the Consultant, the Village and any entity controlled by the Village shall have an irrevocable, royalty free, non-transferable license to use the Work Product.

11.0 Materials and Equipment

- 11.1 Any material or equipment that the Village provides to the Consultant, or to a subcontractor hired by the Consultant, will remain the exclusive property of the Village.
- 11.2 The Consultant will deliver to the Village any material or equipment provided to the Consultant or the Consultant's subcontractor immediately following expiration or termination of this MSA, or as requested by the Village, and the material or equipment will be returned in the same condition that it was supplied to the Consultant, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.

12.0 Safety

- 12.1 The Consultant will comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and will indemnify and save harmless the Village, its employees and agents, from and against any such fines, levies, penalties and assessments.

- 12.2 The Consultant will take reasonable measures to maintain safe work conditions for its employees and contractors performing the Services.
- 12.3 If applicable and unless otherwise permitted by the Village, the Consultant shall be designated as the prime contractor for site investigations and shall have overall responsibility for health and safety on any worksite in connection with the Services.

13.0 Insurance

- 13.1 The Consultant will, at its own expense, maintain at all times during the term of this MSA, the following insurance coverage at its own expense and in form and substance acceptable to the Village:
- (a) professional liability in an amount not less than \$5,000,000.00 per any one occurrence and \$5,000,000.00 in the aggregate for all occurrences insuring the Consultant's liability resulting from errors and omission in the performance of professional services under this agreement; and
 - (b) comprehensive general liability in an amount not less than \$5,000,000.00 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under contract.
- 13.2 The Consultant will make reasonable efforts to ensure that all policies of insurance required to be maintained under this MSA provide the Village with thirty calendar days' advance written notice of cancellation or material change.
- 13.3 The Consultant will provide the Village with evidence of all required insurance in a form acceptable to the Village on demand.
- 13.4 The Village will be an additional insured on any insurance policies obtained or maintained under section 13.1(b).
- 13.5 The Consultant will apply to WorkSafeBC for coverage for the Consultant and any workers or other persons engaged by the Consultant to perform the Services during the term of this MSA.

14.0 Confidentiality

- 14.1 The Consultant acknowledges that in the performance of its responsibilities hereunder, the Consultant may have access to confidential information and records and the Consultant will maintain strict confidentiality concerning any information, data, reports, instructions or directions received from or delivered by the Village in connection with the providing of any Services under this MSA (the "**Confidential Information**").
- 14.2 Statements or materials related to the Services will not be released by the Consultant to the public without the prior written approval of the Village.
- 14.3 During and after the term of this MSA, the Consultant will not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:

- (a) as required in the course of performing the Services and then only to staff of the Village on a need-to-know basis; or
 - (b) with the prior written consent of the Village.
- 14.4 All Confidential Information which the Consultant will prepare or use or come in contact with will be and remains the Village's sole property and will not be disclosed.
- 14.5 Subject only to the Consultant's professional obligations, the Consultant agrees to return to the Village all the Confidential Information provided by the Village.
- 14.6 The Consultant agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Consultant will be liable to the Village for any breach of any such agreement by the worker.
- 14.7 The Consultant agrees that, upon request of the Village, or in the event that the Consultant ceases to require use of the Confidential Information, or upon expiration or termination of this MSA, the Consultant will turn over to the Village all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Consultant that:
 - (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - (b) is connected with or derived from the Consultant's Services to the Village.
- 14.8 The Consultant agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this MSA cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the Village. Accordingly, the Consultant agrees that the Village is entitled to, in addition to all other rights and remedies available at law or in equity, an injunction restraining the Consultant and any agents of the Consultant, from directly or indirectly committing or engaging in any act restricted by this MSA in relation to the Confidential Information.

15.0 Notices

- 15.1 Any notice permitted or required to be given by a party hereunder will be given in writing, and may be delivered by hand, sent by email or sent by registered mail to the addresses set forth below, or to such other addresses as may from time to time be provided by the parties in writing. Any notice delivered by hand or email will be deemed to be given and received at the time of sending. Any notice that is sent by registered mail will be deemed to have been received by the party to whom it is addressed on the fourth business day (Saturdays, Sundays and statutory holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four business days thereafter, in which case the notice will only be effective once it is actually delivered.
- 15.2 Notices under this MSA are to be delivered as follows:

To the Village:
[Name of individual to be noticed]
Village of Pouce Coupe
5011 – 49 Ave
Pouce Coupe, BC
V0C 2C0
Email: [email]

To the Consultant:
[Name of individual to be noticed]
[Name of consultant]
[address]
[address]
Email: [email]

or such other persons or addresses as the parties may advise in writing.

16.0 Dispute Resolution

- 16.1 In the case of any dispute arising between the Village and the Consultant, a party to this MSA may give the other party notice of the dispute, and if the matter cannot be resolved, the parties may by mutual agreement submit the dispute to mediation and/or arbitration by a single arbitrator in accordance with the *Arbitration Act* (British Columbia), as amended.

17.0 Force Majeure

- 17.1 If a party is rendered unable, wholly or in part, by Force Majeure to perform its obligations under this MSA, the suffering party will deliver notice of the Force Majeure to the other party as soon as reasonably possible, and to the extent that the noticing party's performance is impeded by the Force Majeure it will not be in breach of its obligations under this MSA.
- 17.2 The parties acknowledge and agree that during an event of Force Majeure, the suffering party's obligations pursuant to this MSA will be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by that party to resume its obligations.

18.0 No Assignment

- 18.1 The Consultant may not assign any of its rights or interests in this MSA without the written agreement of the Village.
- 18.2 The Consultant acknowledges and agrees that any change in corporate control or ownership of Consultant constitutes an assignment that will require approval of the Village in accordance with section 18.1.

19.0 Binding on Successors

- 19.1 This MSA inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

20.0 Cumulative Remedies

- 20.1 No reference to or exercise of any specific right or remedy by the Village prejudices or precludes the Village from any other remedy, whether allowed at law or in equity or expressly provided for in this MSA. No such remedy is exclusive or dependent upon any other such remedy, but the Village may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Village is entitled to commence and maintain an action against the Consultant to collect any sum not paid when due or in respect of any breach of this MSA, without exercising the option to terminate this MSA.

21.0 Waiver

- 21.1 Waiver by the Village of any breach of any term, covenant or condition of this MSA by the Consultant is not a waiver of any subsequent default by the Consultant. Failure by the Village to take any action in respect of any breach of any term, covenant or condition of this MSA is not a waiver of such term, covenant or condition.

22.0 Indemnity

- 22.1 If a negligent act, wrongful act or omission by a party ("**Indemnifying Party**") results in liabilities, actions, damages, claims, losses, orders, fines, penalties, costs or expenses ("**Claims**") being brought against, or suffered or incurred by the other party, its officials, officers, employees, agents, contractors, successors and assigns ("**Indemnified Parties**"), the Indemnifying Party will indemnify, release and save harmless each of the Indemnified Parties to the extent the Claim arises from the negligence, wrongful act or omission of the Indemnifying Party.
- 22.2 Section 22.1 will survive termination of this MSA.

23.0 General

- 23.1 Time is of the essence of this MSA.
- 23.2 The parties may by written agreement amend this MSA.
- 23.3 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- 23.4 Wherever the singular or masculine or neuter is used in this MSA, the same will be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- 23.5 Unless otherwise specified in this MSA, all references to currency are in Canadian dollars.
- 23.6 The headings included in this MSA are for convenience only and do not form part of this MSA and will not be used to interpret, define or limit the scope or intent of this MSA.
- 23.7 This MSA will be construed in accordance with the laws of the Province of British Columbia.

23.8 If any portion of this MSA is held invalid by a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this MSA.

23.9 The provisions in this MSA, including any schedules attached hereto, constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this MSA.

24.0 Schedules Incorporated

24.1 The following are schedules to, and form an integral part of, this MSA:

Schedule 1 – Potential Scope of Services

Schedule 2 – Rates

Schedule 3 – Task Order (Template)

IN WITNESS WHEREOF the parties hereto have executed this MSA.

CORPORATION OF THE VILLAGE OF POUCE COUPE

by its authorized signatories:

_____	)	
	)	
	)	Date: _____
<i>[Authorized Signatory Name]</i>	)	
	)	

[NAME OF CONSULTANT],

by its authorized signatories:

_____	)	
	)	
	)	Date: _____
<i>[Authorized Signatory Name]</i>	)	
	)	