



CITY OF CRANBROOK

Request for Proposals

Shared Micromobility (E-Scooter) Pilot Program

RFP NO.: CRA2024-R-007

Issue Date:

Tuesday, March 12th, 2024

Closing Time:

**Wednesday, April 10th, 2024
by 2:00 PM Mountain Standard Time**

Closing Location:

**Attention: Katelyn Pocha
City of Cranbrook
40 – 10th Avenue South
Cranbrook, BC V1C 2M8**

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1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

1.1 Request for Proposals

The City of Cranbrook is participating in the Province of British Columbia's electric kick scooter pilot project, and is interested in increasing sustainable transportation options to its residents and visitors. In order to evaluate the safety and efficacy of these devices, the City is requesting competitive proposals from experienced and qualified firms/teams to provide a dockless micromobility (E-scooter) sharing system ("Pilot Program") for a term of approximately 4 years, ending on April 5, 2028.

The selected proponent will be allowed to design, implement, own, operate and maintain a Pilot Program that will provide the City ample time and information to study the usage, public safety of, and potential public desire for an e-scooter program.

Proposals must be irrevocable and open for acceptance by the City for a period of 60 days after the Proposal Closing Time even if another Proposal is accepted by the City.

The City of Cranbrook reserves the rights to accept or reject any or all proposals and to waive any informality in the proposals received, in each case without giving any notice. The City of Cranbrook reserves the right to accept the proposal which it deems most advantageous.

This RFP is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Notice in writing to a proponent that it has been identified as a successful Proponent will not constitute a contract. Only if a Proponent and the City enter into a subsequent, full written contract, will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

Any Contract with the selected Proponent will be in accordance with the Terms and Conditions of the City of Cranbrook Agreement for Professional Consulting Services.

Request for Proposal documents are available on-line at BC Bid at www.bcbid.gov.bc.ca.

1.2 Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Addenda" means all additional information regarding this RFP including amendments to the RFP;
- b) "Agreement" means the sample agreement in Appendix 2 for the services identified in Section 2.4 of the RFP.
- c) "BC Bid" means the BC Bid website located at www.bcbid.ca;
- d) "Business Day" means a standard day for conducting business in British Columbia, Excluding government holidays and weekends;
- e) "City" means the Corporation of the City of Cranbrook;
- f) "Closing Location" includes the location indicated on the cover page of this RFP or BC Bid, as applicable;

- g) “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- h) “Consultant” means the successful proponent selected from this RFP who enters into a contract with the City;
- i) “Contract” means the written agreement resulting from the RFP executed by the City and the successful proponent;
- j) “Must”, “mandatory”, or “required” means a requirement that must be met in order for a proposal to receive consideration;
- k) “Proponent” means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP;
- l) “Proposal” means a written response to the RFP that is submitted by a Proponent;
- m) “Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda;
- n) “Should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the RFP.

1.3 Delivery of Proposals

Proposals **MUST** be in English and **MUST** be submitted using one of the submission methods below:

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal. Use of an e-bidding key is effective as signature.

Hard Copy Submission: Proponents may submit two (2) hard-copies of their proposal, with a copy on a USB drive, as outlined in Section 1.4 of this RFP.

Email and facsimile submissions will not be accepted.

All proposal submissions **MUST** include a completed and signed *Summary Form of Proposal* plus the information required as described in Section 1.5 of this RFP.

Proposals received after the Closing Time will not be accepted.

There will be no public opening for this RFP.

1.4 Submission of Proposals

Proposals **MUST** be submitted before the Closing Time to the Closing Location using one of the submission methods set out in Section 1.3 of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the City receives a complete proposal, including all attachments or enclosures, before the Closing Time.

For BC Bid electronic submissions, the following applies:

- i. File uploads are limited to 500 MB per file. There are an unlimited number of attachments;
- ii. Proponents submitting by electronic submission are solely responsible for ensuring that any attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses, malware or corrupted attachments.
- iii. The closing time on BC Bid is shown in Pacific Time (PT). The City's Closing Time in this RFP is in Mountain Time (MT). Proponents must ensure their submission is uploaded and completed prior to the Closing Time.

Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact the BC Bid Helpdesk at 1-800-663-7867 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.

The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and BC Bid.

Hard copy submissions **MUST** be received in a sealed envelope at the Closing Location by registered mail, courier, or hand delivery before the Closing Time.

1.5 Proposal Submission Format and Checklist

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered.

- Title Page, showing Proponent's name, contact person and title, address and contact information;
- Completed Summary Form of Proposal (**signature required**);
- Qualifications and Experience
- Approach and Methodology
- Fee Schedule

1.6 Contact

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person:

Katelyn Pocha, Project Manager
Phone: (250) 489-0217
Email: katelyn.pocha@cranbrook.ca

All questions relating to this RFP must be received by the City Contact no later than 4:00pm local time on **Wednesday, April 3rd, 2024**. Questions received after this time may not be answered. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and on the City website.

1.7 Proponents' Meeting

A proponents' meeting will not be held.

2. PROJECT OBJECTIVES AND SCOPE OF WORK

2.1 Background

The City of Cranbrook is participating in the Province of British Columbia's electric kick scooter pilot project. In order to evaluate the safety and efficacy of these devices, the City is requesting competitive proposals from experienced and qualified firms/teams to provide a dockless micromobility (E-scooter) sharing system ("Pilot Program").

The selected proponent will be allowed to design, implement, own, operate and maintain a Pilot Program that will provide the City ample time and information to study the usage, public safety of, and potential public desire for an e-scooter program.

This Pilot Program is for an approximate 4-year term, ending on April 5, 2028. Further scope details are described in Section 2.4.

2.2 Project Description

The City intends to enter into a Pilot Program Agreement with one firm or team that provides "turn-key" services to implement and operate a successful dockless micromobility system pilot program. The program should utilize information technology to operate electric kick scooters that may be rented for short periods of time by the general public, providing a transportation alternative to motor vehicle trips for Cranbrook's residents and visitors.

Micromobility devices deployed through the Pilot Program will only include electric kick scooters, as defined by *Province of British Columbia in the Motor Vehicle Act*. Electric kick scooters are permitted to operate within the City in accordance with the *Province of British Columbia's Electric Kick Scooter Pilot Project Regulation*. This prohibits the use of electric kick scooters on sidewalks unless a traffic control device within the City permits the operation of an electric kick scooter on the sidewalk. The City will work with the successful Proponent to amend any City Bylaws to permit the use of electric kick scooters on multi-use pathways and active transportation corridors and ensure any parking and sign locations are in accordance with City Bylaws.

The Consultant will be responsible for defining the desired operating area for the system, but this must be approved by the City under the Pilot Program Agreement. The City anticipates that the operating area will support the City Centre, central neighbourhoods, and major attractions such as the College of the Rockies, Rotary Way, Canadian Museum of Rail Travel/Cranbrook History Centre, Shopping Centers, and Western Financial Place. The

ability to implement geo-fenced control measures, such as slow zones in areas of high pedestrian volume, is expected.

The Consultant shall provide and own all system equipment. The cost for all design, installation, operating, maintenance, and promotional responsibilities will be borne and insured by the Consultant. The City anticipates the Consultant will collect user fees and generate other revenue streams to cover the Pilot Program capital and operating costs. The City will not provide any funding or financial support for the Pilot Program or related costs. Proposals requesting or relying on funding from the City will not be considered.

The City will enter into a Pilot Program agreement with the Consultant to allow the placement of micromobility devices and other approved system infrastructure on sidewalks and other City-owned property. The Consultant may also allow for Pilot Program equipment to be placed on private property with the property owner's written approval.

The City anticipates working with the Consultant on an ongoing basis to monitor and adjust program elements as needed to ensure the success of the Pilot Program. The City is required to report the results of the Pilot Program to the Provincial government on an annual basis and will require regular reports from the Consultant pertaining to system usage, complaints, and safety.

The City anticipates that the Pilot Program can **be planned and launched within sixty (60) days** of contract signing; Proponents may propose an alternative timeline for launch if this is not sufficient to ensure Pilot Program success. Phased approaches will be accepted.

2.3 Information Provided by the City

The following documents are attached as a part of this RFP:

- Appendix 1 – Map of City's Active Transportation Network
- Appendix 2 – Sample Agreement

The following is a list of resource material that will be provided to the successful proponent by the City in order to undertake the Work, assuming all documents can be obtained.

1. GIS database for City of Cranbrook transportation networks and landmarks.
2. Relevant City Bylaws

Should additional information, clarification or confirmation of provided information be necessary to complete the work, the Consultant shall notify the City in writing immediately.

All information is provided on an as-is basis, and although the City of Cranbrook has compiled and reviewed the information for general accuracy and correctness, the City offers no guarantees that the information or any portion thereof is correct and will not retain any liability as a result of its use.

2.4 Micromobility Pilot Program Services

2.4.1 General Requirements

This Section will define the general requirements for the delivery of the Pilot Program services. Proponents must include concise descriptions of their approach and capability to provide the following scope of work for a Shared Micromobility (E-Scooter) Pilot Program.

2.4.2 Scope of Work

A. Program Development, Design, and Installation

- i. Describe your proposed service area.
- ii. Describe your ability to implement geo-fenced controls, such as slow zones, no riding zones, and no parking zones, and any proposed or potential areas where these zones could be implemented.
- iii. Describe your proposed fleet size.
- iv. Describe your general pricing scheme for customers
- v. Provide a project schedule that describes your intended launch of the Pilot Program and any other relevant milestones. Phased approaches will also be considered.
- vi. The Pilot Program must comply with the *Electric Kick Scooter Pilot Project Regulation*

B. System Infrastructure and Technology

- i. Provide detailed specifications of the micromobility devices. Include details on the motors, top speed the scooter may achieve, branding, any onboard technology, lighting, safety features, and all other amenities. All micromobility devices must comply with the *British Columbia Motor Vehicle Act*.
- ii. Provide details on any proposed system infrastructure or equipment, if applicable, including any docking stations or other temporary, semi-permanent, or permanent infrastructure necessary to support the program. Details should include space requirements, marking/signage, electrical requirements, and operations & maintenance requirements.
- iii. Provide details on plan to provide helmets that meet all applicable safety standards and regulatory requirements in the Province of BC.
- iv. Describe your system for reserving micromobility devices through mobile and web-based platforms.

C. Operations and Maintenance

- i. Describe maintenance plans for both regular service intervals as well as emergency repairs to all Pilot Program equipment to ensure safe and working conditions at all times. Descriptions should include procedures and protocol for extreme weather, emergencies, special events, and public maintenance (e.g. snow and trash removal) for parking & infrastructure zones.
- ii. Describe your intended dates of operations during the Pilot Program, including any ceases during winter months.
- iii. Propose your hours of operation for use of the electric kick scooters.
- iv. Describe your process for regular collection and rebalancing of micromobility devices and charging, if applicable.

- v. Describe your customer service protocols, complaint response protocols, and your expected response times to customer service and complaint issues.
- vi. Describe how rides are tracked, e.g. GPS, user's phone, etc.

D. Marketing, Education and Community Engagement.

- i. Describe your plan to publicize and market the Pilot Program.
- ii. Describe any pricing options for low income users and diverse payment options that reduce barriers for non-smartphone users.
- iii. Describe your plan to encourage rider safety and your system for educating riders on safety protocols, safe riding, parking, and rider compliance with local laws and regulations.

E. Team Experience

- i. Describe your team and its members. Include experience, qualifications, and success in providing micromobility share programs or similar services.
- ii. Clearly identify which team members will perform the functions detailed in your proposal, including any subcontractors.

F. Data Sharing & System Access

- i. Describe your approach to sharing information with the City about program functionality, usage, and safety, including what data is collected and will be reported, and how your team will respond to data requests. Personally identifiable information must not be shared with the City. The City will require regular reports regarding performance of the Pilot Program including but not limited to:
 - Trip, fleet, parking and incident data
 - Device location and distribution
 - Public feedback
 - Safety statistics/reported injuries
- ii. The City reserves the right to remove or repark micromobility devices that are parked in contravention of any City Bylaws or in contravention of the Pilot Program Agreement (i.e.: found outside of the approved operating area), or are creating a hazard or threat to public safety. Describe what system access would be provided to the City to manage infractions or hazards should they arise.

G. Other

- i. Describe any further services or add-ons that can be provided to further benefit the City and/or end users of the micromobility products.

H. Fee Schedule

- i. An infrastructure fee will be charged annually to build device infrastructure and cover costs associated with the City working with the companies to support program design, installation, operations and maintenance. The Proponent must identify their proposed infrastructure fee. The infrastructure fee must be at least \$25.00 per device per year.
- ii. Selected Contractors must provide a security deposit of \$15 per device, up to a maximum of \$5,000, refundable less any deductions at the end of the Pilot Program. The City will deduct costs associated with the removal of equipment or devices that have been abandoned or pose a threat to public safety from this deposit.

2.5 Project Team

The Proponent must submit information on the Project Team members and should include current references and contact information supporting their abilities and experience. The Proponent must submit references for similar sized projects undertaken by the Project Manager.

The Consultant will appoint a Project Team as per the titles, roles, experience, and abilities as specified below. These team members will be directly responsible for their roles and will be the individuals directly undertaking most of their work as it is defined. The Consultant shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

Project Manager – Will be ultimately responsible for the delivery of the General Requirements and Scope of Work. The Project Manager is responsible to manage and supervise all consulting staff and subconsultants. This person will be the main point of contact for the City for any changes or submissions related to the Project scope, costs, or terms of the Client/Consultant Agreement. Experience must show a minimum of 5 years and 5 projects of similar size, scope, and value.

Project Support Staff (Optional) – Responsible for supporting the Project Manager and supporting the delivery of the project through technical skills.

Subcontractors (Optional) – Responsible for supporting the Project Manager and supporting the delivery of the project.

2.6 Timeline

To further assist respondents, the following target dates are provided for information purposes only, and are subject to change based on circumstances:

| Event | Date |
|-----------------------------------|----------------|
| Issue Date of RFP | March 12, 2024 |
| Deadline for Questions | April 3, 2024 |
| Deadline for Issuing Addenda | April 4, 2024 |
| Submission Deadline | April 10, 2024 |
| Selection of Preferred Proponent | April 22, 2024 |
| Contract Finalization & Execution | April 26, 2024 |

The RFP timetable is tentative only and may be changed by the City at any time.

3. PROPOSAL

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 3.1 – 3.3 **MUST** be included. They represent the criteria against which the Proposal will be evaluated.

3.1 Qualifications and Experience

Proponents should provide information regarding their qualifications and experience including the following:

- a) A brief description of the Proponent's organization, size, services provided, areas of expertise, and length of time in operation.
- b) The Proponent should submit information on the Project Team members as specified in Section 2.5.
- c) Proponents should be able to demonstrate experience and expertise in implementing sustainable micromobility programs.

3.2 Approach and Methodology

Proponents should provide a general overview of how they intend to undertake the development, design and installation of a shared micromobility pilot program. At a minimum, this should include:

- A statement of the understanding of the work to be done (identified in Section 2.4);
- The approach and methodology proposed for Scope of Work (identified in Section 2.4.2); and
- The schedule for performing the work, with milestones or timelines for implementation.

3.3 Fee Schedule

Proponents should provide a complete infrastructure fee schedule that will be paid by the successful Proponent to the City. This must be a minimum of \$25.00 per device per year. This infrastructure fee will be valid for the duration of the agreement.

4. EVALUATION CRITERIA

Evaluation of proposals will be completed by a committee formed by the City who have expertise in the RFP subject matter and experience with procurement.

The selection will be based on five factors: (1) Mandatory Criteria; (2) Qualifications and Experience; (3) Approach and Methodology; (4) Project Knowledge and Understanding; and (4) Fee schedule. Provided the applicable Proponent has received a "pass" for (1) Mandatory Criteria, the City will continue to assign a weighted score to each Proposal as set out below.

The City's desire is to enter into an Agreement with the Proponent who has met all mandatory criteria and minimum scores (if applicable), and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

4.1 Mandatory Criteria (pass/fail)

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

| Mandatory Criteria | Pass / Fail |
|--|--------------------|
| The proposal must be received at the Closing Location before the Closing Time. | |
| The proposal must be in English. | |
| The proposal must be submitted using the submission method set out in Section 1.3 of this RFP. | |
| Hard copy submissions must be received in a sealed envelope. | |
| The proposal must include a signed copy of the <i>Summary Form of Proposal</i> . | |

4.2 Evaluation Criteria

Proposals meeting all mandatory criteria will be further assessed against the following weighted criteria.

| Criteria | Weight | Minimum Score |
|--|---------------|----------------------|
| Schedule – Program Implementation Date | 5 | 3 |
| Qualifications & Experience | 30 | 18 |
| Approach & Methodology | 40 | 24 |
| Project Knowledge & Understanding | 20 | 12 |
| Fee Schedule | 5 | n/a |
| Total | 100 | 57 |

In addition to the requirements indicated in this Request for Proposal, the Proponent may include additional information that will help to express its ability to undertake the specific deliverables for this project.

5. TERMS AND CONDITIONS

5.1 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

5.2 Additional Information

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

5.3 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked late and not

considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not.

5.4 Proposal Validity

Proposals will be open for acceptance for at least sixty (60) days after the Closing Time.

5.5 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

5.6 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Consultant at no additional charge.

5.7 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

5.8 Liability for Errors

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

5.9 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including the costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

5.10 Agreement and Contract

This RFP is not an Agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute an Agreement. Only if a Proponent and the City enter into a subsequent full written and executed Agreement will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

Any Agreement with the selected Proponent will be in accordance to the Terms and Conditions of the Sample Agreement (See Appendix 2).

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

5.11 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to accept the proposal in total or in part;
- d) to waive any non-material irregularity, defect or deficiency in a proposal;
- e) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- f) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;
- g) at any time, to reject any or all proposals; and
- h) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

5.12 Solicitation

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor or representative of the City, including members of the evaluation committee and any elected or appointed officials of the City, or with the media, may result in disqualification of the Proponent.

5.13 Workers Compensation Act

The Consultant must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Consultant must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be working on the project.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Consultant, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist

that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Consultant, may terminate the Contract.

The Consultant agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services.

5.14 Indemnity and Liability Insurance

For the purpose of any Contract the City may enter into with the successful Proponent, the Consultant must indemnify and hold harmless the City, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Consultants, its employees, or agents, in the performance by the Consultant of this RFP. Such indemnification must survive termination of the Contract.

The Consultant must provide to the City proof of \$5 million General Liability Insurance with the City named as an additional insured party and proof of Professional Liability Insurance (errors and omissions coverage) with minimum \$500,000 per claim and \$1,000,000 aggregate. The City reserves the right to modify the type of insurance coverage and amount of coverage (which may include increasing the amount of coverage) required to be carried by the Consultant.

5.15 Compliance with Laws and Permits

The Consultant must apply and pay for all necessary permits or licenses required for the execution of the work. The Consultant must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of the public health. The Consultant must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

5.16 Trade Agreements

This RFP has been issued in compliance with the City of Cranbrook Purchasing Policy No. 40-501 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

5.17 Freedom of Information

Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Proponent or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the City in relation to this RFP, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to this RFP, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

5.18 Conflict of Interest

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

A Proponent must disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees. The City has the right to reject any proposal submitted by a Proponent who in the City's determination, has, or if awarded the Contract would have, an actual, perceived or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

**CITY OF CRANBROOK
SUMMARY FORM OF PROPOSAL**

RFP NO: CRA2024-R-007

NAME OF PROJECT: **SHARED MICROMOBILITY (E-SCOOTER) PILOT PROGRAM**

ACKNOWLEDGEMENT OF ADDENDA

We acknowledge receipt of the following addenda which become part of this RFP:

| | |
|----------|--|
| ADDENDUM | |
| ADDENDUM | |
| ADDENDUM | |

CONFIRMATION OF THE PROPONENT'S INTENT TO BE BOUND:

The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its Proposal.

Proponent Name (please print): _____

Name & Title of Authorized Representative (please print): _____

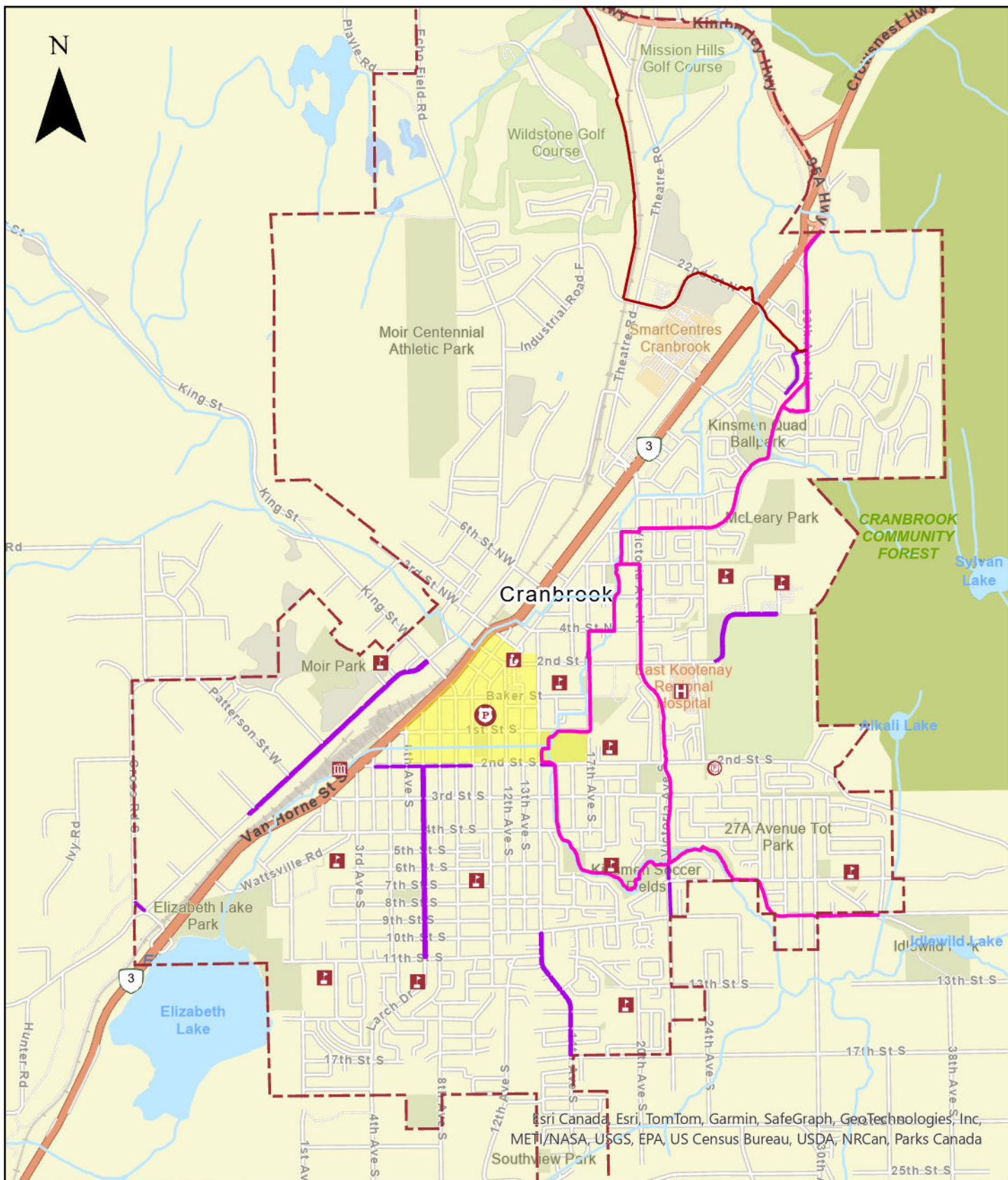
Signature of Authorized Representative: _____

Address: _____

Telephone: _____ **Email:** _____

Executed this _____ **day of** _____, **20** _____

Appendix 1 – Map



Cranbrook Active Transportation Network

Date: 3/11/2024

File: Documents\ArcGIS\Projects\Public Works\
Active Transportation



0 0.5 1 Km

Legend
Points of Interest



School

Trails

NorthStar Rails 2 Trails

Rotary Way Bike/Walk Path

Bike Lane

City Boundary

Cranbrook Downtown Area

Cranbrook
Esri, TomTom,
FAO, NOAA,
USGS, NRCan,
Esri, USGS

Appendix 2 – Sample Agreement

Dated the ____ day _____, 2024

BETWEEN:

CITY OF CRANBROOK
CITY HALL
40-10th AVENUE SOUTH
CRANBROOK, BC V1C 2M8

(The "City")

AND:

Proponent

Address

Address

(The "Consultant")

WHEREAS the City wishes to engage the Consultant to design, implement, own, operate and maintain a Pilot Program that will provide the City ample time and information to study the usage, public safety of, and potential public desire for an e-scooter program

NOW THEREFORE the City and the Consultant agree as follows:

1.0 DEFINITIONS, SCHEDULES AND REFERENCE DOCUMENTS

1.1 In this Agreement:

- (a) "**Commencement Date**" means **XXXX, X, 2024** or such other date as the parties may agree in writing;
- (b) "**Dispute**" means any dispute, claim, or controversy Agreement or related to this Agreement;
- (c) "**Fees**" means the amounts payable for the Services by the City to the Consultant under section 3.0;
- (d) "**Indemnified Parties**" means the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents;
- (e) "**Services**" means the responsibilities and duties defined in the reference documents in section 1.3, including Request for Proposal and Submitted Proposal, as well as anything and everything required to be done by the Consultant to fulfill and complete this Agreement;
- (f) "**Term**" means the period of time commencing on the Commencement Date and ending on **April 5, 2028**, subject to the earlier termination or any extension under this Agreement.

- 1.2 The following attached Schedule is a part of this Agreement:
Schedule 1 – Fees from Submitted Proposal

- 1.3 The following reference documents form part of this Agreement:
1. Response to Request for Proposal submitted by Proponent
 2. Request for Proposal Consulting Services, Shared Micromobility (E-Scooter) Pilot Program CRA2024-R-007 dated March 12, 2024.

2.0 SERVICES

- 2.1 The City hereby retains the Consultant, as an independent professional consulting company to provide the Services during the Term on the terms and manner set out in this Agreement and the Consultant hereby accepts agrees to provide the Services.

3.0 CONTRACT PRICE AND PAYMENT

- ~~3.1 In return for the satisfactory performance of the Services, the City will pay the Consultant fees not to exceed the fee proposal as provided and Attached as Schedule 1.~~
- ~~3.2 Payment by the City for the services will be based on monthly invoices submitted by the Consultant in the form of total cost of Labour, Equipment and Materials expended that month as set out in the Unit Rates in Schedule 1.~~
- ~~3.3 Payment for Services shall be made within 30 days of receipt of a satisfactory invoice that adheres to the requirements of this agreement.~~

4.0 ADDITIONAL WORK

- 4.1 The Consultant will, if requested in writing by the City, perform work that is in addition to the Fees if additional budget is available or special circumstances arise.
- 4.2 Any Additional Work must be requested by the City in writing in advance. ~~The City will pay for such Additional Work in accordance with the unit rate(s) set out in Schedule 1 to this Agreement.~~
- 4.3 Except as set out in this Section 5.0, the terms of this Agreement will apply to any Additional Work.
- ~~4.4 Payment for Additional Work shall be made within 30 days of receipt of a satisfactory invoice that adheres to the requirements of this agreement.~~

5.0 MATERIALS AND SUPPLIES

- 5.1 The Consultant must provide, at its own expense, the vehicles, tools and equipment necessary (including all parts, materials, fuel and lubricants for such vehicles and equipment) to provide the Services efficiently.
- 5.2 The Consultant is responsible paying for:
- (a) any wages, benefits, statutory deductions and other costs payable to its employees and independent contractors;
 - (b) office supplies and materials; and
 - (c) travel expenses.

6.0 STAFF AND METHODS

- 6.1 The Consultant shall perform the services under this agreement with that degree, skill and diligence normally provided in the performance of such services as completed by the agreement at the time such services are rendered. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's Staff.
- 6.2 The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services and will abide by any standards set out in applicable standards and legislation.

7.0 DRAWINGS AND DOCUMENTS

- 7.1 Subject to section 1.0, drawings and documents or copies thereof required for the Services shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the City, including record drawings, may be used by the City, for the Services herein described. In accordance with section 13.0, the City indemnifies the Consultant for unauthorized use of the documents and deliverables.

8.0 INTELLECTUAL PROPERTY

- 8.1 All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Services, or which are otherwise developed or first reduced to practise by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.
- 8.2 The City shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Services and for no other purpose or product.

9.0 PUBLICATION

- 9.1 The Consultant agrees to obtain consent in writing of the City before publishing or issuing information regarding the Services.

10.0 LIMITED AUTHORITY

- 10.1 The Contractor is an independent consultant, not an agent or employee of the City and this Agreement does not create a partnership or a joint venture between the Consultant and the City.
- 10.2 The Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services must identify the Consultant by name and telephone number.
- 10.3 The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as may be agreed by the City in writing.
- 10.4 The Consultant will determine the number of days and hours of work required to properly and completely perform the Services.

11.0 RECORDS AND INFORMATION

- 11.1 During the Term and for a period of ten years after the end of the Term, the Consultant must keep proper books of account and records arising from its provision of the Services. The City, its agents, solicitors or auditors may, at any time during regular business hours, inspect and review copies of the books of account, records, source documents, reports, computerized records, contracts, subcontracts and other documents of the Consultant relating to the Services.
- 11.2 In addition to providing hard copies of the information, reports and data required as part of the Services, the Consultant must also provide them in electronic form compatible to be loaded by or on behalf of the City into .PDF, Microsoft Word and Excel.

12.0 CITY RESPONSIBILITIES

- 12.1 The City will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, reports or historical data the City has in its possession or control that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if the information is complete and accurate.

The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as may be necessary with written permission from the City.

-
- 12.2 The City will, in a timely manner:
- (a) make all decisions required;
 - (b) examine documents submitted; and
 - (c) respond to all requests for approval
- by the Consultant pursuant to this Agreement.
- 12.3 If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Consultant's performance of the Services.

13.0 INDEMNIFICATION

- 13.1 The Consultant will indemnify and save harmless the Indemnified Parties from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage, destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnified Parties may incur, suffer or be put to as a result of or in connection with the Services, any obligation under this Agreement or any wrongful or negligent act or omission of the Consultant.
- 13.2 The indemnity described in this section will survive the Term and continue in full force and effect for the benefit of the Indemnified Parties.

14.0 INSURANCE

- 14.1 The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term the following insurance in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) The Consultant shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence. The Automobile Liability Insurance shall be maintained continuously until the work is completed. Upon request, the Consultant shall promptly provide the City with a certified copy.
 - (b) Commercial General Liability Insurance acceptable to the City and subject to the limits of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including the loss of use thereof. The City shall be named as an Additional Insured and the policy shall also cover as unnamed insured all Subcontractors and anyone employed directly or indirectly by the Consultant or his Subcontractors.
 - (c) Professional Liability Insurance shall be in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000) per claim and in the aggregate.

The policies shall provide that no material change, termination or cancellation shall be effective without thirty (30) days prior written notice to the City by the insurance company(ies) or authorized representative. All such insurance shall be with Insurers satisfactory to the City. In addition to providing Certificates of Insurance, the Consultant shall furnish certified copies of the insurance policy(ies) to the City at their request.

- 14.2 The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits must not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.
- 14.3 The Consultant must place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 14.4 The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property arising from or in connection with the performance of the Services.

15.0 OCCUPATIONAL HEALTH AND SAFETY AND WORKERS' COMPENSATION BOARD (WCB)

- 15.1 The Consultant must, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others hired by the Contractor or otherwise engaged in the performance of the Services. With respect to the Services, if the Consultant fails to pay any Workers' Compensation Board premiums, assessments or penalties then the City will have the right to withhold payment of the Fees under this Agreement unless and until the Workers' Compensation Board premiums, assessments or penalties have been paid in full.
- 15.2 The Consultant agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Consultant will have a safety program in place that meets the requirements of the workers' compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services. This requirement does not apply when a prime contractor has otherwise been designated through a construction contract.
- 15.3 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board. The Consultant must maintain good standing throughout the Term.
- 15.4 The Consultant will ensure compliance with and conform to all occupational health and safety laws, rules, codes and regulations including, but not limited to, the workers compensation Act and attendant regulations by anyone engaged in the

performance of the services including any subcontractors, workers and material men.

- 15.5 Without limiting the generality of any other indemnities granted by the Consultant in this Agreement, the Consultant will indemnify and save harmless the Indemnified Parties from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnified Parties may incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

16.0 AGREEMENT RENEWAL

- 16.1 Prior to the end of the Term, this Agreement may be renewed for a maximum of one (1) year with the same Conditions.

17.0 TERMINATION WITHOUT CAUSE

- 17.1 The City may at any time and for any reason by thirty (30) days written notice to the Consultant terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Despite any other provision of this Agreement, if the City terminates this Agreement before end of the Term, the City will pay to the Consultant any amounts owing under this Agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in an amount to be determined by the City in its sole discretion, acting reasonably. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant and, for certainty, no amount will be owing on account of lost profits relating to any portion of the Services not performed or other profit opportunities.

18.0 TERMINATION FOR CAUSE

- 18.1 The City may terminate this Agreement for cause as follows:
- (a) If the Consultant becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors, is adjudged bankrupt, otherwise acknowledges its insolvency, or if a receiver is appointed by or on behalf of a creditor or a bankruptcy petition is filed or presented against the Consultant, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or
 - (b) If the Consultant is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant further written notice.

-
- 18.2 If the City terminates this Agreement as provided by this section, then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any Fees owing to the Consultant under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the City against any Fees owing to the Consultant under this Agreement and, at the completion of the Services, pay to the Consultant any balance remaining, and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

19.0 RIGHT TO REMEDY DEFAULT

- 19.1 If the Consultant is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any Fees owing to the Consultant. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

20.0 APPLICABLE LAWS, CODES AND REGULATIONS

- 20.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
- 20.2 The Consultant will provide the Services in full compliance with all applicable laws, codes and regulations.

21.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 21.1 The Consultant will treat any information supplied or obtained as a result of the performance of the Services and this Agreement as confidential and will not, without the prior written consent of the City, publish, release, disclose or permit the disclosure of any such information to any other person or corporation except as reasonably required to perform the Services or except as may be required by law.
- 21.2 Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Consultant or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Consultant acknowledges that any information provided to the City in relation to the Project, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to the

Project, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

22.0 USE OF WORK PRODUCT

- 22.1 The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.
- 22.2 The Consultant may retain copies of the work product.

23.0 DISPUTE RESOLUTION

- 23.1 The parties will make reasonable efforts to resolve any Dispute using the dispute resolution procedures set out in this section.
- 23.2 The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 23.3 If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of such notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia international Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Cranbrook, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 23.4 If within ninety (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

24.0 JURISDICTION AND COUNCIL

- 24.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

25.0 CONTRACTING FOR CONSTRUCTION

- 25.1 Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Services or have an interest either directly or indirectly in the construction of the Services

26.0 ASSIGNMENT AND CONSENTS

- 26.1 The City or the Consultant shall not assign this Agreement, in whole or in part, to a third party, without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 26.2 In the event of an assignment, the terms and provisions of this Agreement shall be read as if the name of the assignee were substituted for the name for the assignor.
- 26.3 The assigning party shall obtain a separate agreement (an "Accession Agreement") from the assignee acknowledging and acceding to the terms of this Agreement and agreeing to be bound by the same, as if they were the assignor, as a condition of the assignment and as a condition of the approval of the City or the Consultant; and an original copy of the Accession Agreement shall be provided by the assignor to the other party to this Agreement before such assignment shall take effect.

27.0 NOTICES

- 27.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on transmission, or if by mail, five calendar days after posting. The addresses for delivery are as follows:

- (a) To the City:

CITY OF CRANBROOK
City Hall 40 -10th Avenue South
Cranbrook, BC V1C 2MB
Email: katelyn.pocha@cranbrook.ca
Attention: Katelyn Pocha, Project Manager

- (b) The Consultant:

Company
Address
Address
Email:
Attention:

28.0 INTERPRETATION

- 28.1 Time is of the essence with respect to the provision of the Services.
- 28.2 This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

-
- 28.3 In the event that the Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.
- 28.4 The Consultants obligations to perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.
- 28.5 The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.
- 28.6 If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.
- 28.7 The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
- 28.8 Wherever the singular, plural, masculine, feminine or neuter is used in this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
- 28.9 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 28.10 This Agreement:
- (a) may be amended only by agreement in writing, signed by both parties;
 - (b) may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax transmission, and
 - (c) will enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

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

CITY OF CRANBROOK

by its authorized signatories:

Per: _____

Name:

Title:

CITY OF CRANBROOK

by its authorized signatories:

Per: _____

Name:

Title:

CONSULTANT by its authorized signatories:

Per: _____

Name:

Title:

| City of Cranbrook | | | |
|-------------------|--------------|------|------|
| Approved | | Date | Sig. |
| Municipal Clerk | Legal & Form | | |
| Department Head | Content | | |

SCHEDULE 1
FEES AND UNIT RATES FROM SUBMITTED PROPOSAL