



MOUNTAINS OF OPPORTUNITY
CRANBROOK

CITY OF CRANBROOK

Request for Proposals

Consulting Services Facilities

2025-2028

RFP: CRA2025-R-007

Issue Date:

Wednesday, July 9, 2025

Closing Time:

Thursday, July 31, 2025 @

2:00pm Mountain Standard Time

Closing Location:

BC Bid online submissions only

Attention: Tony Hetu
Director of Public Works
City of Cranbrook
Public Works
201 Cobham Ave.
Cranbrook, BC
V1C 4G3

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1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

i. Request for Proposals

The Corporation of the City of Cranbrook is requesting competitive proposals from experienced and qualified consultants for provision of professional services necessary to the tasks described herein.

The Request for Proposal is made up of the following primary services.

Part 1: General Engineering Consulting Services

Part 2: Construction Implementation

Proposals must be open for acceptance by the City for a period of 90 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.

ii. 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” has the meaning set forth in Section 5.9
- c) “BC Bid” means the BC Bid website located at www.bcbid.gov.bc.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;
- g) “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- h) “Contract” means the written agreement resulting from the RFP executed by the City and the successful proponent;
- i) “Contractor” means the successful proponent selected from this RFP who enters into a contract with the City;
- 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.

iii. Delivery of Proposals

Proposals MUST be in English and MUST be submitted using the submission method 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. Email and facsimile submissions will not be accepted.

Facsimile and hard copy submissions will not be accepted.

Proposals received after the Closing Time will not be accepted.

There will be no public opening for this RFP.

iv. Submission of Proposals

- a) Proposals MUST be submitted before the Closing Time to the Closing Location using the submission method 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.
- b) 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.
- c) 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.

- d) The City requires Proponents to use electronic submission to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.
- e) 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.

v. Proposal Submission Format and Checklist

- a) The following format and sequence should be followed 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.
- b) Part 1 – General Engineering Consulting Services (Max 10 Pages)
- c) Part 2 – Construction Implementation (Max 5 Pages)
- d) Part 3 – Resume and Experience of Proposed team members (Max 2 pages per Team Member)

vi. Contact

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

Tony Hetu, Director of Public Works

Phone: (250) 489-0252

Email: tony.hetu@cranbrook.ca

The cut-off for submitting any questions relating to this RFP will be 48 hours before the Closing Time. 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.

2. PROJECT OBJECTIVES AND SCOPE OF WORK

i. Background

The City of Cranbrook is looking for a qualified consultant to assist the city with various areas of engineering, site inspection, and contract administration relating to its facilities. We recognize the various areas of expertise that consulting groups can bring to the City of Cranbrook and are looking to hire a consultant based on their expertise with municipal buildings. The consultant will be providing various services on construction projects up to \$10 million in value.

The City is a growing and expanding community with many projects on the horizon for the next several years. To bring security and efficiency to the operation we are looking to hire a consultant under this RFP.

ii. Project Description

The City is looking for a consultant that can take different tasks for the contract term, ranging from capital works projects, design and construction implementation, and condition assessments related to city facilities. This RFP doesn't give exclusive use of the consultant and the City may alternatively procure other consultants for projects at its discretion.

This RFP covers the general services outlined below that will be implemented and utilized on various facility related projects with a maximum construction value of \$10 million.

iii. Information Provided by the City

The city will provide all record drawings and existing reports relevant for each project requested by the City.

iv. Part 1 – General Engineering Consulting Services

General Engineering & Consulting Services includes:

- Design Services for:
 - Architectural
 - Electrical
 - Mechanical
 - Structural
- General Consulting Questions and Enquiries related to facilities.
- Other Engineering Related Tasks as Required related to Facilities

2.iv.1 Design Services

2.iv.1.1 General Requirements – Design Services: General Facility Projects

This section will define the general requirements for the delivery of Design Services.

- i. The City of Cranbrook requires Design Services that are both effective and efficient in their delivery and incorporate energy efficient materials and construction methods into the design. Where possible, design scopes will be provided by the City, along with all other available information in order for the consultant to immediately undertake detailed design work. Where design scopes are not defined by the City, the Design Consultant shall submit a proposed design scope for review by the City prior to proceeding with the work. The design scope shall include any investigation or information gathering work that may be required.
- ii. The Design Services consultant will be responsible for reviewing, understanding, and incorporating all information provided by the City of Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.
- iii. The Design Services consultant will not be compensated for any extra or additional work undertaken because of errors or omissions due to failure to incorporate any information provided by the City of Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.
- iv. The Design Services consultant may not incorporate, add, affix, or include any disclaimers or qualifying statements to any drawings or submissions to the City of Cranbrook that would remove themselves from being professionally responsible for the work that they will undertake.
- v. The City of Cranbrook is the rightful owner of all designs, drawings, surveys, studies, models, documents and data created for the City for the City's benefit as a result of any work undertaken by the proponent for the City.

2.iv.1.2 Scope of Work – Design Services: General Facility Projects

This section will define the tasks and components required for the delivery of Design Services.

- i. Background and Scope review to assess the validity, accuracy, and applicability of the background documents, studies, modeling, and data provided that will be the basis for the detailed design.
 - Review of Studies and Reports on subject area
 - Review of Function, Condition and Capacity information;
 - Review of future demand for infrastructure capacity;
 - Detailed recommendations for any additional studies or data gathering required to fulfill scope of work;
- ii. Provision for Detailed Design Drawings and specifications signed and stamped for City Review/Revisions, then Issued for Tender/Construction. Drawings to include, but not be limited to:
 - Architectural;
 - Electrical;
 - Mechanical;
 - Structural;

2.iv.1.3 Project Team – Design Services: General Facility Projects

The team members included in delivering design services will depend on the nature and complexity of the project being delivered. As part of the work, he/she will attend the site prior to undertaking the work and be available to the site as required.

For each project request requiring design services, the proponent must submit information on the project team members and should include current references and contact information supporting their abilities and experience in proposed work plans when required.

For the purpose of this proposal reference, the team that would be used to complete a remove and remodel of the Western Financial Place Exterior Insulation Finishing System (EIFS walls, vestibule and perimeter landscaping).

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 the majority 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 for Part 1, Design Services. The Project Manager will be 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 10 years and 10 projects of similar size, scope, and value.

Project Architect/Design Lead – Responsible for leading the design process and ensuring all applicable design criteria is met. Experience must show a minimum of 5 years and 5 projects of similar size, scope, and value, with 2 similar EIFS projects of design. Must be a Professional Architect in good standing, registered in the Province of British Columbia. Can be the same person as the Project Manager.

Electrical Engineer – Responsible for leading the electrical engineering aspects of the project, including condition assessments, load requirements, future demands and electrical design and management of plans for project phasing. Experience must show a minimum of 5 years and 5 projects of similar size, scope. Must be a Professional Engineer in good standing, registered in the Province of British Columbia.

Mechanical Engineer – Responsible for leading the mechanical engineering aspects of the project, including condition assessments, HVAC requirements, future demands and mechanical design and management of plans for project phasing. Experience must show a minimum of 5 years and 5 projects of similar size, scope. Must be a Professional Engineer in good standing, registered in the Province of British Columbia.

Structural Engineer – Responsible for leading the structural engineering aspects of the project, including condition assessments and structural design and management of plans for project phasing. Experience must show a minimum of 5 years and 5 projects of similar size, scope. Must be a Professional Engineer in good standing, registered in the Province of British Columbia.

Design Support – Responsible for supporting the design delivery through technical skills; includes drafting and technical support staff. Experience must show a minimum of 5 years and 5 projects of similar size, scope, and value.

2.iv.2 General Requirements

2.iv.2.1 General Requirements – Facility Reviews

This section will define the general requirements for the delivery of Design Services and project administration requirements.

- i. The City of Cranbrook requires professional consulting services to design, manage, and oversee the delivery of multiple capital projects. In certain cases, consultants have already been engaged for preliminary assessments, planning, or design. The successful proponent will be expected to collaborate with these existing consultants to ensure continuity and successful completion of the planning, design, and construction phases
- ii. The City of Cranbrook requires Design Services that are both effective and efficient in their delivery, and incorporate energy efficient materials and construction methods into the design. Where possible, design scopes will be provided by the City, along with all other available information, in order for the consultant to immediately undertake detailed design work. Where design scopes are not defined by the City, the Design Consultant shall submit a proposed design scope for review by the City prior to proceeding with the work. The design scope shall include any investigation or information gathering work that may be required.
- iii. Design process will be starting immediately. Construction to commence as jointly determined by the city, consultant and construction manager and all project deliverables to be completed as defined by approved construction schedule.
- iv. The Design Services consultant will be responsible for reviewing, understanding and incorporating all information provided by the City of Cranbrook or made readily available by visiting and investigating the project site.
- v. The Design Services consultant will not be compensated for any extra or additional work undertaken as a consequence of errors or omissions due to failure to incorporate any information provided by the City of Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.

- vi. The Design Services consultant may not incorporate, add, affix or include any disclaimers or qualifying statements to any drawings or submissions to the City of Cranbrook that would remove themselves from being professionally responsible for the work that they will undertake.
- vii. The City of Cranbrook is the rightful owner of all designs, drawings, surveys, studies, models, documents and data created for the City for the City's benefit as a result of an

1. *Scope of Work – Develop Drawings*

Work with the city and / or construction managers to develop scope and drawings that will be used for accurate planning and budgeting of projects. Here is a typical scope for each project.

Phase I – Existing Conditions Assessment

- Work with the City and construction manager to determine project needs and objectives and schedules;
- Assess existing electrical and mechanical systems in order to determine system upgrades that are required;
- Determine structural and building envelope elements;
- Consult with the City staff and, and others as required.

Phase II – Plan Development

- Develop working construction drawings and review with the city manager, city staff and construction manager;
- Make any changes to demolition and construction plans as requested by the City;
- Recommend elements of the project which would have low energy consumption impacts and would be potentially eligible for energy conservation funding under various programs, if applicable.
- Upon final acceptance of the plans by the City, prepare the required final signed and sealed Issued for Tender/Construction drawings as required.
- Upon completion of the final designs, or upon request by the City, the Proponent must provide a copy of all electronic documents pertaining to the project design.
- Proponent must provide local resources for site measurements and verifications. The city will not provide resources for this.

Phase III – Contract Administration

- All activities from the creation of the Tender and Contract documents to the Final Inspections and Deliverable of all items, including:
 - Tender and Contract Preparation
 - Assembly of Tender Documents;
 - Pre-tender meeting, including site visit;
 - Provision of addendums as required;
 - Assembly of Supplementary Conditions required by City of Cranbrook; and
 - Review of Tender compliance and provision of Tender Summary.
 - Contract Administration & Construction Oversight
 - Proponents Project Manager attend the site meetings as required;
 - Attendance of scheduled project meetings held with construction Manager, City Staff and Subcontractors;
 - Provision of Progress Payment Certificates with monthly review between Project Manager and City of Cranbrook; and
 - Provision of Record Drawings within 90 days of Substantial Completion
- Provide monthly progress update of work completed;
- Oversee the construction ensuring completion of the project within the specified standards;
- Oversee the construction to ensure a high quality of execution of the work in accordance with the contract;
- Liaise with City staff for the coordination of project;
- Submit final record drawings in digital format to the City upon completion of the work.

viii. Timeline

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

| Event | Date |
|-------------------------------------|-----------------|
| Issue Date of RFP | July 9, 2025 |
| Deadline for Questions | July 24, 2025 |
| Deadline for Issuing Addenda | July 29, 2025 |
| Submission Deadline | July 31, 2025 |
| Selection of Preferred Proponent | August 21, 2025 |
| Contract Finalization and Execution | August 28, 2025 |

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 with a maximum number of pages as per part 1.5. 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.

3.2 Approach and Methodology

Proponents should provide a general overview of how they can offer good value and services to the city for general consulting and capital works projects. Proponents should outline experience of their team and type of services they can offer. (Max 5 pages)

3.3 Fees for Service

The proponent is required to provide a list of hourly unit rates for each team member included in the proposal. Proponents will be required to provide fee estimates for each project or task requested by the owner and team rates must conform to the hourly rate schedule submitted in this RFP.

Unit rates for team members will be reviewed at the start of each calendar year and updated and agreed upon by both parties.

4 EVALUATION CRITERIA

Evaluation of proposals will be completed by a committee formed by the City with a minimum of 3 employees 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; (5) Record of Communication & Teamwork. 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. | |
| The proposal must adhere to the 10-page length and formatting guidelines set out in section 1.5 of this RFP. | |
| The proposal must have a list of team unit rates as specified in section 3.3 of this RFP | |

4.2 Evaluation Criteria

Proposals meeting all mandatory criteria will be further assessed against the following weighted criteria. Detailed evaluation criteria are attached to this document (Appendix 1).

| Evaluated Items | Weight | Minimum Score |
|------------------------------------|--------|---------------|
| Qualifications & Experience | 30 | 17 |
| Approach & Methodology | 35 | 21 |
| Project Knowledge & Understanding | 45 | 25 |
| Record of Communication & Teamwork | 20 | 13 |
| Total | 130 | 76 |

In addition to the requirements indicated in this Request for Proposal, the Proponent may include additional information that will express its ability to undertake the specific deliverables for this specific 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 ninety (90) 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 Contractor 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 Contractor must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Contractor 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 Contractor, 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 Contractor, may terminate the Contract.

The Contractor agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Contractor 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 Contractor 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 Contractor 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 Contractor, its employees, or agents, in the performance by the Contractor of this RFP. Such indemnification must survive termination of the Contract.

The Contractor must provide to the City proof of \$2 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 coverage (which may include increasing the amount of coverage) required to be carried by the Contractor.

5.15 Compliance with Laws and Permits

The Contractor must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Contractor 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 Contractor 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.

Appendix A – Score Card

| |
|---|
| Document Number/Description: CRA2025-R-007 Consulting Services 2025-2028 |
| Proponent Name: |
| Evaluator Name: |

| Number | Evaluation Criteria | Criteria Addressed | Available Points | Proponent Score | Comments/Rationale for Score |
|-------------------------------|--|--------------------|------------------|-----------------|------------------------------|
| 4.1 Mandatory Criteria | | | | | |
| a) | The proposal must be received at the Closing Location before the Closing Time. | | | | |
| b) | The proposal must be in English. | | | | |
| c) | The proposal must be submitted using the submission method set out in Section 1.3 of this RFP. | | | | |
| d) | The Proposal must adhere to the length and formatting guidelines set out in section 1.5 of the RFP | | | | |
| e) | The proposal must have a list of team unit rates as specified in section 3.3 of this RFP | | | | |
| f) | Passed All Mandatories (Yes/No) | | | | |
| | | | | | |

NOTES FOR USING THIS EVALUATION HANDBOOK

The evaluation team may award points for related, valuable information provided in the proposal that is not included in the lists below. Evaluators may also award partial points (i.e. 1/2) if a criterion is mentioned or additional related and valuable information is included, but details are lacking for the evaluators to understand what is being offered.

In all cases, evaluators are expected to check those criteria that are fully met in the response, and to include comments to support how it is met if this is not obvious. Comments are also expected where only 1/2 points are given explaining the rationale for the award, and to fully describe any points given for additional information not included in the list.

| | | | | | |
|---|---|---|-----------|---|--|
| 4.2 Weighted Criteria - Part 1 Design Services | | | | | |
| 3.1 Qualifications & Experience | | | 30 | | |
| | Proponent has provided a description of their organization (size, services provided, areas of expertise and length of time in operation) | | | | |
| | Proponent has submitted information on the Project Team members and include current references and contact information supporting their abilities and experience | | | | |
| | Project Team has the experience necessary to complete the described tasks of the project. | | | | |
| | Project Manager/Design Lead – Responsible for leading the design process and ensuring all applicable design criteria is met. Experience must show a minimum of 5 years and 5 projects of similar size, scope and value. Must be a Professional Engineer in good standing, registered in the Province of British Columbia. | | | | |
| | Design Support – Responsible for supporting the design delivery through technical skills; includes drafting and technical support staff. Experience must show a minimum of 2 years and 2 projects of similar size, scope and value. | | | | |
| | Additional points awarded (if any) - justify in comments | | | | |
| | <i>Award 30 points if 5 criteria are met;</i> <i>Award 18 points if 3 criteria are met; and</i> <i>Award 0 points if no criteria are addressed</i> | 0 | 30 | 0 | |

| 3.2 Approach & Methodology | | 35 | | |
|---|---|-----|---|--|
| Proponent has provided an overview of their approach for this project as outlined in Section 2.4 Part 1 | | | | |
| Proponent has provided an overview of their approach for this project as outlined in Section 2.5 Part 2 | | | | |
| Approach and methodology meets the needs of the City as outlined in Section 2.4 and 2.5 | | | | |
| Additional points awarded (if any) - justify in comments | | | | |
| Award 35 points if 3 criteria are met; Award 12 points if 1 criteria is met; and Award 0 points if no criteria are addressed | 0 | 35 | 0 | |
| | | | | |
| | | | | |
| Project Knowledge & Understanding | | 45 | | |
| Proponent has included a statement of understanding of the work to be done in this part of the project. | | | | |
| Proponent has demonstrated they understand the design standards and infrastructure priorities in the City | | | | |
| Proponent has demonstrated they understand the purpose, objectives, tasks, risks and benefits related to the services of the project. | | | | |
| Additional points awarded (if any) - justify in comments | | | | |
| Award 45 points if 3 criteria are met; Award 15 points if 1 criteria is met; and Award 0 points if no criteria are addressed | 0 | 45 | 0 | |
| | | | | |
| | | | | |
| Record of Communication & Teamwork | | 20 | | |
| Proponent has a record of client satisfaction regarding internal and external communications | | | | |
| Proponent has demonstrated strong teamwork for the development of services for similar projects | | | | |
| Proponent has demonstrated strong teamwork for the implementation of services for similar projects | | | | |
| Additional points awarded (if any) - justify in comments | | | | |
| Award 20 points if 3 criteria are met; Award 7 points if 1 criteria is met; and Award 0 points if no criteria are addressed | 0 | 20 | 0 | |
| | | | | |
| | | | | |
| TOTAL SCORE FOR PROPONENT | | 130 | 0 | |

Appendix B – Draft Agreement

Dated the ____ day _____, 2025

BETWEEN:

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

(The "City")

AND:

XX Consultant
Address

(The "Consultant")

WHEREAS the City wishes to engage the Consultant to provide services in connection with the professional services as per RFP CRA2025-R-007

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 **Date and Year** 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 **XXXX XX, 20XX**, 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 and Unit Rates from Submitted Proposal

- 1.3 The following reference documents form part of this Agreement:

1. Response to Request for Proposal submitted by XXX
2. Request for Proposal Consulting Services, 2025-2028 Consulting Services RFP No. CRA20XX-R-007extension.

2.0 **SERVICES**

- 2.1 The City hereby retains the Consultant, as an independent professional engineering 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 and as required by the Engineers and Geoscientists Act (R.S.B.C 1996, c. 116 as it may from time to time be amended). The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's Staff and either be a member in good standing or under the direct supervision of a member in good standing with Engineers and Geoscientists British Columbia.
- 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 two (2) years 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: curtis.mummery@cranbrook.ca

Attention: Curtis Mummery ASCT, Manager Roads and Infrastructure

(b) The Consultant:

Consultant Info

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

DRAFT