



**CITY OF CRANBROOK**

**Request for Proposals**

**Operator – Mount Baker RV Campground**

**RFP NO.: CRA2024-R-008**

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**Issue Date:**

**Thursday, March 14, 2024**

**Closing Time:**

**Wednesday, April 10, 2024 by 2:30 PM  
Mountain Time (MT)**

**Closing Location:**

**City Hall**

**Attention: Melissa Smith, Financial Services Manager  
40-10th Ave S, Cranbrook, BC V1C 2M8**

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## **1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS**

### **1.1 Request for Proposals**

The Corporation of the City of Cranbrook requests proposals from interested parties for the operation of the Mount Baker RV Campground, located at 1501 1<sup>st</sup> Street South, Cranbrook, BC, for a one year term commencing April 30, 2024 to March 31, 2025 with the option for one year extensions at the discretion of the City to a maximum of three years.

### **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) “BC Bid” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);
- c) “City” means the Corporation of the City of Cranbrook;
- d) “Closing Location” includes the location indicated on the cover page of this RFP or BC Bid, as applicable;
- e) “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- f) “Contract” means the written agreement resulting from the RFP executed by the City and the successful proponent;
- g) “Contract Administrator” means the City staff member who has been duly hired by the City of Cranbrook to fulfill the duties of that position or his/her designated representative;
- h) “Contractor” or “Consultant” means the successful proponent selected from this RFP who enters into a contract with the City;
- i) “Must”, “mandatory”, or “required” means a requirement that must be met in order for a proposal to receive consideration;
- j) “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
- k) “Proposal” means a written response to the RFP that is submitted by a Proponent;
- l) “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;
- m) “Should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the RFP; and

### 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](http://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 as outlined in Section 1.4 (f) 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**

- a) 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.
- 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 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.
- 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.
- f) 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.

(TO HELP IDENTIFY YOUR SUBMISSION, WE ASK THAT YOU PLEASE CUT OUT THE LABEL BELOW AND AFFIX THIS LABEL TO THE OUTSIDE OF YOUR PROPOSAL SUBMISSION)

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 MOUNTAINS OF OPPORTUNITY <b>CRANBROOK</b> City of Cranbrook 40 10 <sup>th</sup> Avenue South Cranbrook, BC V1C 2M8	
Attention: <b>Melissa Smith, Financial Services Manager</b>	
<b>REFERENCE NUMBER:</b>	CRA2024-R-008
<b>PROJECT NAME:</b>	Operator – Mount Baker RV Campground
<b>CLOSING DATE:</b> Wednesday, April 10, 2024	<b>CLOSING TIME:</b> 2:30:00 P.M. MOUNTAIN 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.

- a) Title Page, showing Proponent's name, contact person and title, address and contact information;
- b) Completed *Summary Form of Proposal* (**Mandatory Form - signature required**) as described in Fee Structure Section 3.4;
- c) Service Offering as described in Section 3.1;
- d) Market Analysis as described in Section 3.2;
- e) General Requirements as described in Section 3.3; and
- f) Qualifications and Experience as described in Section 3.5.

### 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 who will respond if time permits before the Closing Time. 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.

Melissa Smith, Financial Services Manager  
Phone: (250) 489-0265  
Email: [melissa.smith@cranbrook.ca](mailto:melissa.smith@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.

### 1.7 **Mandatory Site Visit**

There will be a mandatory site visit at Mount Baker RV Campground, 1501 1<sup>st</sup> Street South, Cranbrook, BC on Thursday, March 28, 2024 at 1:00 p.m. MST.

### 1.8 **Environmental Considerations for Proposal Delivery:**

The City encourages Proponents to consider submitting an electronic proposal. When submitting in hard copy, the City encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re-use), and/or be made of post-consumer recycled content.

## **2. PROJECT OBJECTIVES AND SCOPE OF WORK**

### **2.1 Background**

Mount Baker RV Campground is a green space in the heart of Cranbrook BC, adjacent to Mount Baker Park and Joseph Creek, and close to the City's downtown and many residential neighborhoods.

Mount Baker RV Campground has 63 sites with tall trees and with a portion of the Rotary Trail running through it. The adjacent Mount Baker Park is a favorite spot for picnicking in the summer months, and with an outdoor public rink in winter, it's usually busy year-round. The park was named for Colonel James Baker, an early settler in the Cranbrook area.

At the end of 2020, the previous campground operator was closing their business, and the RV campground site needed extensive repairs. Prior to issuing a request for proposals for a new operator, Staff conducted a review of the site and infrastructure. As a result of the review, Staff recommended the campground be closed as the facility required major repairs from \$80,000 up to \$1.3M depending on the level of restoration desired. The campground was also producing minimal revenue for the City (\$30,000 per year) as a full hookup campground (water, sewer and power available to individual camp pads), which did not justify the cost for a full rebuild of the services. Shortly after, in January 2021, Council directed administration to close the Mount Baker RV Campground for the 2021 season and to share that direction to residents and visitors.

In late 2023, prior to the paving of 2nd Street South between 14th Avenue and Victoria, Staff reviewed all the services entering the RV campground grounds. At that time, an existing unused watermain stub was activated as part of the road work which could be used in the short-term to service the campground. A water service line will be installed from that mainline stub through the RV campground area to the wash building and the sani-dump, allowing those two parts of the former campground services to become operational again for a reasonably low cost to the City.

**This repair project to reconnect the water service will need to be completed by the City in the spring of 2024 prior to the campground becoming operational.**

#### **2.1.1 Additional Information**

The total gross revenues generated by the campground in prior years are as follows:

April – October 2020	\$100,115
April – October 2019	\$141,230
April – October 2018	\$139,256
April – October 2017	\$157,165
April – October 2016	\$139,620

## **2.2 Project Description**

The goal is to operate the Mount Baker RV Campground as a no-service campground. Services will be limited to a wash building and sani-dump, with no individual site water or sewer services. Power hookups are available at most sites. The campground would also have restrictions on the length of stay. Short stays in this location may allow visitors to choose to stay inside Cranbrook and access downtown at minimum, to benefit small business and provide some tourism opportunities.

## **2.3 Scope of Work**

The City of Cranbrook is seeking proposals from interested and qualified proponents for the operation of the Mount Baker RV Campground. Services to be provided by the operator include, but are not limited to:

### **2.3.1 Minimal Period of Operation**

The campground will remain open, at a minimum, from May 1 until after Thanksgiving weekend each year. The first year of operation would commence after the water service has been restored as described in Section 2.1. The Contractor may choose to operate the campground year round. During the operation of the campground, the Contractor will provide campground security 24 hours a day, 7 days a week, and ensure that a person is on site at all times to deal with security issues.

Previously, there were no limitations on the length of stay by visitors. Proponents shall include a proposed maximum length of stay in their proposal. As a no-service campground, the City is recommending shorter stays (ex. maximum of 7 consecutive days) and will consider other suggestions by Proponents. All recreational vehicles must be removed from the campground during the winter months the campground is not open for use (i.e. November to March).

### **2.3.2 Office Management**

The Contractor shall at all times, administer an office operation that will allow a high operational standard for the campground and public relations that will enhance the image of the City of Cranbrook.

The Contractor shall provide sufficient personnel to operate the campground and, at a minimum, employ at least two part-time staff members for hours equivalent to that of one full-time employee to assist with office management, cleaning, grounds-keeping, and security services and to assist campground users as necessary during operational times.



### 2.3.3 **Office Facilities**

The Contractor shall provide office facilities that include:

- An office open to campground users at a minimum between the hours of 7 a.m. to 10 p.m. on each day of the months of June, July and August.
- Maintaining a phone number and email address for making reservations, and a website approved by the City;
- A sign-in, sign-out book in the office with space to record comments; and
- Site maps, rules for campground users, information about emergency services, local businesses, area attractions, and recreational opportunities.

### 2.3.4 **Washroom Buildings/Laundry Facilities**

The Contractor shall ensure that all facilities are always in a good working, clean and presentable condition for campground users. The Contractor is responsible for all costs, ensuring that facilities are fully stocked and operating properly.

### 2.3.5 **Noise**

The Contractor shall take steps to prevent and remedy nuisance or hazardous behaviors by campground users, and in particular, ensure that noise is kept to a minimum between the hours of 10 p.m. to 7 a.m.

### 2.3.6 **Grounds Maintenance**

The Contractor is to provide all necessary grounds equipment to ensure that the grounds are maintained regularly and kept in a safe and aesthetic condition suitable for the use intended. The Contractor is also responsible for disposing of all debris, clippings, etc. The Contractor shall not cut or remove any trees, bushes, etc. without receiving written permission from the City. Individual site fire pits are not allowed. One community fire pit will be permitted. It is the Contractor's responsibility to provide clean firewood, and to obey all local and municipal bylaws and fire permit regulations.

### 2.3.7 **Garbage/Recycling**

The Contractor shall provide waste containers of a suitable size, type, and number to accommodate each site being used and any other expected and actual use of the campground. The Contractor will be responsible for the removal of all garbage generated or otherwise associated with the operation of the campground. Method of handling and disposing of garbage will be subject to City approval. The Contractor shall provide a recycling program, including bins for recycling bottles, cans, and paper products.

#### 2.3.8 **Irrigation**

The Contractor shall provide equipment to irrigate the entire campground area on a regular basis to ensure the greening of the campground. The Contractor will abide by any watering restrictions that may be imposed by the City from time to time.

#### 2.3.9 **Fertilizer and Weed Control**

The Contractor shall be responsible for all equipment and materials for fertilizing and weed control in accordance with good turf management. The Contractor will abide with all federal and provincial statutes and City bylaws that may direct application of fertilizer, weed, and pest control substances.

#### 2.3.10 **Capital Improvements/Other**

- At the sole discretion of the City of Cranbrook, the City may conduct capital improvements at the campground. All efforts will be made to limit disruption to the regular operation of the campground.
- Capital improvements considered by the Contractor are subject to written approval from the City prior to the start of any construction activity;
- Any capital improvements constructed by the Contractor shall become the property of the City; without any reimbursement.
- Picnic tables and benches provided by the Contractor will be the property of the Contractor and will be the Contractor's responsibility to maintain and remove at the end of the contract.

#### 2.3.11 **Building/Facility Repairs**

The Contractor shall be responsible for all repairs or the replacement of any building and or contents therein, similar and to the satisfaction of the City. The Contractor shall be responsible for the repairs of any vandalism responsible and/or pay for the repairs.

#### 2.3.12 **Concession Store**

The Contractor may choose to operate a concession store during hours to be set by the Contractor. The City is not responsible for any issues that may arise from the operation of the concession.

#### 2.3.13 **Utilities**

All utility fees will remain in the name of the Contractor for the duration of the contract. All utility costs including but not limited to electricity, natural gas, telephone, cable, and internet will be the responsibility of the Contractor for the duration of the contract.

#### 2.3.14 **General**

The Contractor shall provide all equipment, materials, supplies, and labour for the work specified herein. In carrying out the required services, the Contractor will adhere to all local and municipal bylaws.

### 3. **PROPOSAL**

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 3.1 – 3.5 **MUST** be included. They represent the criteria against which the Proposal will be evaluated.

#### 3.1 **Service Offering**

The services covered in this contract include any and all services that are required to operate the campground. Provide your proposal for operating the Campground in a manner that will enhance the image of the campground itself and the City of Cranbrook.

Refer to the *Project Objectives and Scope of Work* in Section 2 for an outline of services to be provided. The listing represents a minimum level of requirements. Please feel free to include any additional services that you think would enhance the experience for the visitor or elevate the campground's profile within the City.

#### 3.2 **Market Analysis**

Provide a market analysis of operations at similar campgrounds within the region. This shall include an analysis of camping fees for comparable levels of service.

#### 3.3 **General Requirements**

##### 3.3.1 **Reporting**

The City requires detailed reporting annually, where the following information is disclosed:

- The number of visits for the year;
- The average number of daily visits;
- The number of days the campground was open;
- The gross campground revenue collected for the year;
- Major repairs and/or maintenance carried out;
- Major incidents involving citizens and/or campers.

Proponents shall confirm that they will report on the information above on an annual basis and provide any additional information to be included in their report.

Within 30 days after the end of each operating year of the campground, the Contractor shall provide to the City a statement in writing, setting out the total gross receipts for that operating year. The statement must be signed and verified by the Contractor and certified by the accountant of the Contractor, who shall be a Chartered Professional Accountant or other accredited public accountant acceptable to the City.

### **3.3.2 Insurance and Related Requirements**

The successful proponent must carry and maintain for the duration of the contract the following:

- All-perils insurance;
- General Liability Insurance – minimum of \$5 million per occurrence with the City of Cranbrook listed as additional insured;
- Mandatory motor vehicle insurance public liability and property damage, minimum of \$2 million;
- City of Cranbrook Business License; and
- Letter of good standing with the Workers Compensation Board of BC.

Proponents shall state the specific type(s) of insurance (including coverage limits) and related policies/requirements held. Proponents shall state if they are willing to obtain and maintain the above coverage and requirements.

### **3.3.3 Staffing**

Staffing may be required to meet the obligations under the contract. Proponents shall state if they plan on employing any staff members, the number of staff, and the duties they will perform.

### **3.3.4 Garbage and Recycling**

The successful proponent will be responsible for the removal of all garbage and recycling generated or otherwise associated with the operation of the campground. The method of handling and disposing of garbage and recycling will be subject to City approval.

Proponents shall state the method they intend to use to dispose of the garbage and recycling, including any temporary storage considerations.

### **3.3.5 Concession**

The successful proponent is permitted, but not required, to operate a concession stand to serve the visitors to the campground.

Proponents shall state if they plan to operate a concession and if so, provide a brief outline of those operations, including hours of operation and goods to be sold.

### **3.3.6 Value-Added Services**

Proponents shall provide details of any value-added services for consideration by the City. Examples include City beautification – flowerbed preparation and maintenance.

### **3.4 Fee Structure**

Proponents must complete the Fee Structure and Payment Schedule on the *Summary Form of Proposal* included with this RFP

Proponents shall provide details about their proposed fee structure in relation to operation of the campground. The proposed fee structure should be in line with local market conditions. An example of a previous fee structure includes payment to the City of a percentage of gross revenue derived from campground fees collected by the Contractor. As outlined in Section 2.3.13 all utility costs will be the responsibility of the Contractor for the duration of the contract.

### **3.5 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) A minimum of three (3) references for whom they have provided similar services. Please include the name, email, and telephone number of the principal client contact.

## **4. EVALUATION CRITERIA**

Evaluation of proposals will be by a committee formed by the City and may include employees and contractors of the City and other appropriate participants.

The City's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including all Mandatory and Weighted Criteria.

### **4.1 Mandatory Criteria**

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

<b>Mandatory Criteria</b>
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 one of the submission methods set out in Section 1.3 of this RFP.
d) Hard copy submissions must be received in a sealed envelope.
e) The proposal must include a signed copy of the <i>Summary Form of Proposal</i> .

#### 4.2 **Evaluation Criteria**

Proposals meeting all of the Mandatory Criteria outlined in 4.1 will be further assessed against the following Weighted Criteria.

<b>Weighted Criteria</b>	<b>Weight</b>	<b>Minimum Score</b>
Service Offering and Operations Plan (Section 2.3 and Sections 3.1 – 3.3)	45	20
Fee Structure (Section 3.4)	30	10
Qualifications and Experience (Section 3.5)	25	10
<b>TOTAL</b>	<b>100</b>	<b>40</b>

#### 4.3 **Price Evaluation**

Only proposals that meet all mandatory requirements and minimum scores will be evaluated. The highest overall payment to the City will be awarded all the points allocated to price. All other proposals will be evaluated using the following formula:

$$\frac{\text{This Proposal's Overall Price}}{\text{Highest Overall Price}} \times \text{Maximum points available}$$

### 5. **TERMS AND CONDITIONS**

#### 5.1 **Acceptance of Terms and Conditions**

Submitting a proposal indicates acceptance of all of 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 the City's website and 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**

Hourly rates 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. Upon Closing Time, all proposals become irrevocable. 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 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract.

#### **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 waive any non-material irregularity, defect or deficiency in a proposal;
- d) 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;
- e) 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;
- f) at any time, to reject any or all proposals; and
- g) 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 Contract**

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the City.

Written notice to a Proponent that is has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the good or services until the occurrence of both such events.

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.



#### **5.13 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the successful proponent will not be an exclusive contract for the provision of the goods or services described in Section 2 of this RFP. The City may contract with others for goods or services the same as or similar to those described in Section 2 or may obtain such goods or services internally.

#### **5.14 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.

#### **5.15 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 on City property.

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.

#### **5.16 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 \$5 million General Liability Insurance with the City named as an additional insured party. 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.

#### **5.17 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.

#### **5.18 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.

#### **5.19 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.

#### **5.20 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.

#### 5.21 **Intellectual Property**

All drawings, plans, models, designs, specifications, maps, images, data, reports and other documents, including both digital and hard copy documents, commissioned by the City of Cranbrook as a result of this RFP, shall remain the property of the City of Cranbrook into perpetuity.

**CITY OF CRANBROOK**

**SUMMARY FORM OF PROPOSAL**

**RFP NO:** **CRA2024-R-008**

**NAME OF PROJECT:** **OPERATOR – MOUNT BAKER RV CAMPGROUND**

---

**DESCRIPTION**

**A. Fee Structure:**

Provide details of the proposed fee structure. The fee structure must be in line with local market conditions.

**B. Payment Schedule:**

Provide details of the payment schedule to the City of Cranbrook. (ie. monthly)

**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  
SAMPLE PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT**

**FOR**

**OPERATION, MANAGEMENT & MAINTENANCE  
MOUNT BAKER RV CAMPGROUND**

**MEMORANDUM OF AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

**-BETWEEN-**

**THE CORPORATION OF THE CITY OF CRANBROOK**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**[SUCCESSFUL PROPONENT]**

WHEREAS the proponent intends to provide OPERATION, MANAGEMENT & MAINTENANCE  
Of the MOUNT BAKER RV CAMPGROUND

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in  
connection therewith;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and  
the Consultant mutually agree as follows:

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**ARTICLE 1 - GENERAL CONDITIONS**

**1.01      Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**1.02      Services**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

**1.03      Compensation**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.X.X.

**1.04      Staff and Methods**

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the *\_(for example - Engineers' and Geosciences Act)\_*. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

**1.07      Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

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**1.08 Changes and Alterations and Additional Services**

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

**1.09 Suspension or Termination**

Either Party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

**1.10 Indemnification**

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

**1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) as the limit of liability of the Consultant and its employees for the Client's damages.

a) **Commercial General Liability and Automobile Insurance**

The Insurance Coverage shall be no less than \$2,000,000 per occurrence and in the aggregate for General Liability and \$2,000,000 per occurrence and in the aggregate for products and completed operations with respect to Commercial General Liability and no less than \$2,000,000 per occurrence for Automobile Insurance. Prior to commencement of the project, the Consultant shall provide the Client with proof of Comprehensive General Liability and when requested, Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

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2. The City shall not be liable nor responsible, directly or indirectly, for any death or injury to persons who may be on or within the Campground, or for any loss of or damage or injury to property belonging to the Consultant or any other person unless such death, injury, loss or damage, is due to the City's negligence or default or the default of those for whom the City is responsible.
3. The Consultant shall indemnify and hold harmless the City, its employees, agents and contractors from any and all claims, demands, losses, damages, injuries, charges, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Consultant, its employees, or agents, in the performance by the Consultant of this License for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death):
  - a. to any person or property, directly or indirectly arising out of, resulting from or sustained by reason of the occupation or use of the Campground, or any operation in connection therewith or fixtures or chattels thereon, or
  - b. to any person while on adjoining lands of the City in the course of that person's entry onto or exit from the Lands.

Such indemnification shall survive termination of this Agreement.

4. Proof of the insurance required under this License must be provided to the City prior to or on the date that this License becomes effective and every year following the renewal of insurance.

**1.12 Independent Employer**

1. The Consultant agrees to carry out the performance of this License and any obligations, duties, functions or services under it, as an independent Consultant and not as an agent of the City.
2. The Consultant acknowledges that he is not an employee of the City and is not entitled to any of the rights of benefits afforded to employees of the City.
3. The Consultant acknowledges that he is an employer as defined in the *Workers' Compensation Act*, and that he will, as a condition of this License, comply with that Act and any regulations under it. Upon demand by the City, or the Manager, the Consultant shall produce and deliver evidence of certification from the Workers' Compensation Board ("Board") showing that the Consultant is registered and in good standing with the Board. The City will not be liable for any costs or fines levied against the Consultant by the Board for failure to comply with any regulation of the *Workers' Compensation Act*.
4. The Consultant shall be responsible for payment of all costs and benefits payable by or on behalf of its employees, including, but not restricted to, if applicable, holiday pay, sick time allowance, unemployment insurance, Workers' Compensation, Canada Pension or any other pension plan contributions, Health Care Insurance Premiums, Liability Insurance, or Group Life Insurance.

**1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or



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review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

**1.17 Sub-Consultants**

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

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**1.21 Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The provisions of Commercial Arbitration Act, R.S.B.C. 1996. c. 55.as amended shall apply.

**1.22 Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**1.23 Estimates, Schedules and Staff List**

**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

**1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

**1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

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**ARTICLE 2 - SERVICES**

**The proposal submitted by the proponent will be attached and form part of this contract.**

**2.1 Term and Condition of Campground**

The City grants the Consultant the non-exclusive use of and residence within the Campground for the purposes hereinafter set forth, for a period of one (1) year, commencing April 1, 2024 and expiring March 31, 2025 (the "Term"). This Term is renewable by mutual agreement of the City and the Consultant on a one-year to one-year basis, or until a different Term is renegotiated. The first year of operation will start once the contract is in place and the City water system is repaired.

**2.2 Operation and Management**

The Consultant accepts the Campground in the condition existing as of the date of this Agreement and will not call upon the City to do or pay for any work or supply any equipment to make the Campground more suitable for the proposed use by the Consultant hereunder.

The Consultant covenants and agrees to do the following, at the Consultant's own expense:

- (a) For the Consultant's own use, provide portable accommodations of a type and at a location on the site that is approved by the City, and to assume responsibility for any and all utility fees that are incurred; Ensure the Campground is open for use by recreational vehicles and tent campers from at least April 1<sup>st</sup> to October 31<sup>st</sup> each year. The City reserves the right to determine the number of campsites available and the services at each site;
- (b) Provide all resources, equipment, materials and supplies necessary to operate, manage, supply and maintain the Campground safely, efficiently, in accordance with this License and in compliance with all applicable laws and enactments;
- (c) Provide sufficient personnel to operate the Campground in accordance with this License and, at a minimum, employ at least two (2) part-time staff members for hours equivalent to that of one full-time employee to assist with office management, cleaning, grounds-keeping, and security services and to assist Campground users as necessary during operational times;
- (d) Provide security for the Campground 24 hours per day, seven days per week and without limitation, ensure that during operational times a person is on site at all times to deal with security issues;
- (e) Ensure that Campground washrooms, buildings, equipment and other facilities are supplied and maintained in good working order, repaired as necessary, including vandalism, and made presentable and available to Campground users during operational times;
- (f) Maintain, repair and replace as necessary utility outlets, including without limitation, electrical, gas, telephone, and cable services, and to pay all rates, fees, and other charges that are billed for such services, year round, for the term of the Agreement. The City is responsible for city utilities, including water and sewer;
- (g) To provide a picnic table for each camping site, at the request of the camper using that site, and a sufficient amount of clean firewood for use at the community fire pit by campers who indicate a desire to use the community fire pit;
- (h) Provide waste containers of a suitable size, type and number to accommodate each site being used and any other expected and actual use of the Campground;
- (i) On a daily basis, collect garbage from each camping site being used, and on a regular basis, remove from the Campground and dispose of all garbage, litter, refuse, or loose or objectionable material generated within the Campground or associated with its operation in a manner that is approved by the City;
- (j) Provide a recycling program, including bins for recycling bottles, cans and paper products; use recycled paper in washrooms, and environmentally friendly cleaning products;

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- (k) On a regular basis, irrigate the entire Campground area to ensure the grass remains green, remove pine needles and tree debris, fertilize as necessary, and control the growth of weeds in accordance with federal and provincial laws and City bylaws;
- (l) Maintain the appearance of the Campground and facilities and the equipment thereon in a neat, clean and well-kept manner appropriate to the condition of the land in the surrounding area;
- (m) Enhance the appearance of the Campground by planting flowers, in pots or in the ground, at the entrance of the Campground and at the location of the Campground office, and to paint at least two of the storage buildings in a colour to be approved by the City;
- (n) Ensure that no trees or bushes are removed, or material changes or capital improvements are made to the Campground, without prior written approval by the City;
- (o) Take steps to prevent and remedy nuisance or hazardous behaviours by Campground users, and in particular, ensure that noise is kept to a minimum between the hours of 10 p.m. to 7 a.m.;
- (p) Provide management and administrations services in a manner that ensures a high operational standard;
- (q) Without limiting paragraph (q), provide office facilities that include:
  - (i) An office open to Campground users at a minimum between the hours of 7 a.m. and 10 p.m. on each day of the months of July and August;
  - (ii) Maintaining a phone number and email address for making reservations, and a website approved by the City;
  - (iii) A sign-in, sign-out book in the office with space to record comments;
  - (iv) Site maps, rules for Campground users, information about emergency services, local businesses, area attractions and recreational opportunities;
- (r) Ensure that staff, personnel and service providers are sufficiently trained and qualified to perform their functions and provide services effectively and in a manner that promotes safe use of the Campground and good relations between and among Campground users and staff, and that enhances the public image of the City;
- (s) Keep records of Campground operations and activities including, without limitation, the following information:
  - (i) The number of visits by Campground users;
  - (ii) The average number of daily visits;
  - (iii) The number of days the Campground was open for Campground users;
  - (iv) Monthly Campground revenue;
  - (v) The number of Campground users who stayed longer than 2 weeks;
  - (vi) Information on the residence of Campground users by province, state or country if outside Canada and USA;
  - (vii) Significant maintenance and repairs, improvements, and utility servicing;
  - (viii) Special events;
  - (ix) Major incidents and significant concerns;

and provide them to the Trades Manager ("Manager") for the City or a person designated to act in the absence of the Manager, on a monthly basis; and

- (t) Advise the Manager or a person designated to act in the absence of the Manager of any problems related to grounds, facilities, buildings, hazards, nuisance activity, or other issues that may seriously affect the Campground and its operations, and cooperate with the City in resolving any problems.

### 2.3 Proposal

The Consultant agrees to carry out the promises, terms and conditions set out in its written proposal, including Appendices 1 through 4, attached to and forming part of this Agreement, submitted in response to the City's Request for Proposals for an Operator of Mount Baker RV Campground, issued March 2024 ("Proposal").

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Terms and conditions of the Proposal may be additional to the requirements of this License, and where there is any inconsistency or conflict between the Proposal and this License, the Proposal shall be interpreted as subordinated to this License.

## 2.4 Length of Stay

Length of stay will be as set out in the proposal but at no time will a stay beyond two (2) weeks maximum, or what is agreed to by proposal, be permitted. All recreational vehicles must be removed from the Campground during the winter months the Campground is not open for use (i.e. November to March).

## 2.5 Capital Improvements

The City may carry out capital improvements at the Campground in consultation with the Consultant. Any capital improvements made by the Consultant must be approved in advance by the City in writing and shall become the property of the City, except that picnic tables and benches provided by the Consultant shall remain the property of the Consultant and is the duty of the Consultant to maintain them.

## 2.6 Compliance with Permits and Laws

The Consultant shall obtain and maintain, at the cost of the Consultant, any and all other licenses and permits that may be required for the lawful operation of the Campground, including a City of Cranbrook Business License.

The Consultant shall comply with any laws, regulations and enactments of British Columbia and Canada as well as any bylaws of the City or Regional District that may apply, expressly or by implication, to his use, management, and operation of the Campground.

The City may, by its employees, officials or representatives, enter on the Campground at any time to inspect and determine whether the provisions of this License are being met and to remedy any default that the Consultant has failed to remedy within a time period established by the City.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

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Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2 Basis of Payment (STRIKE OUT INAPPLICABLE PARAGRAPHS)**

**3.2.1 Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Consultant fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

**CALCULATION OF FEE**

TYPE OF SERVICE	PERCENTAGE
_____	_____
_____	_____
_____	_____

**3.2.2 Fees Calculated on a Time Basis**

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification:                      Hourly Rate:

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

**3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

**3.2.3 Lump-Sum Fee / Negotiated Fee**

**3.2.3.1 Lump-Sum Fee Basis**

- (a) Fees for the scope of work covered under this Agreement will be on a Lump-Sum Fee Basis, inclusive for labour and reimbursable expenses.
- (b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of \_\_\_% per annum. The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- (c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.
- (d) GST will be added to the Lump-Sum Fee.

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**3.2.4 Reimbursable Expenses**

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.4.1 Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$\_\_\_\_ per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.

3.2.4.2 Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of \$\_\_\_\_ per labour hour expended. The assessment shall include in-house costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmissions.

**3.3 Payment**

**3.3.1 Fees Calculated on a Time Basis**

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of \_\_\_\_ percent (\_\_\_\_ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

**3.3.2 Fees Calculated on a Percentage of Cost Basis**

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Consultant's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Consultant will be paid the amount of the fee so invoiced. Interest at the annual rate of \_\_\_\_ percent (\_\_\_\_ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultants' invoice.

(b) On Award of Contract

Following the award of the contract for the construction of the Project, the Consultant shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment made to the Consultant.

(c) Delay of Award of Contract

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SAMPLE PROFESSIONAL SERVICES AGREEMENT

In the event the contract for construction of the Project is not awarded within \_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the \_\_\_\_ months will be undertaken on a time basis.

(d) On Completion of the Work

Following Completion of the Work, the Consultant shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment to the Consultant.

**3.3.3 Lump Sum Fee/Negotiated Fee**

(a) Compensation

The Client will compensate the Consultant in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of \_\_% per annum.

Any notice forwarded by prepaid registered mail shall be deemed to have been received on the fourth day following mailing thereof.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

Per: \_\_\_\_\_ Title  
Consultant  
(I have the authority to bind the Consultant)

\_\_\_\_\_  
Chief Administrative Officer

City of Cranbrook			
Approved		Date	Ini.
Municipal Clerk	Legal & Form		
Chief Administrative Officer	Principle		
Department Head	Content		