

# City of Morden

## REQUEST FOR PROPOSAL FOR

---

### DEPLOYMENT OF PUBLIC ELECTRIC VEHICLE CHARGING STATIONS IN MORDEN, MANITOBA

Request for Proposal No. COM-PE-3-25  
Issued June 5, 2025

PROPOSAL SUBMISSION DEADLINE: 12:00PM LOCAL TIME, JUNE 24, 2025

## Contents

<b>PART A- Project Background and Description</b>	<b>3</b>
1. <b>Project Background</b>	<b>3</b>
2. <b>Project Description</b>	<b>3</b>
<b>PART B – Scope of Work</b>	<b>4</b>
1. <b>Access Event Center Charging Station</b>	<b>4</b>
1.1. Charging Station Deployment	4
1.2. Electrical Service	4
2. <b>500 Stephen Street Charging Station</b>	<b>4</b>
2.1. Charger Installations	4
2.2. Electrical Service upgrade	5
3. <b>Technical Standards and Compliance</b>	<b>5</b>
3.1. Regulatory and Performance Specifications	5
3.2. Data Reporting	5
3.3. Warranty	5
4. <b>Project Execution Requirements</b>	<b>5</b>
4.1. Phase 1 - Project Startup	5
4.2. Phase 2- Core Installation	6
4.3. Phase 3 - Commissioning	6
<b>PART C – Instructions to Proponents</b>	<b>7</b>
1. <b>Proponent Requirements</b>	<b>7</b>
1.1. Experience and Expertise	7
1.2. Project Team	7
1.3. Proposed Work Plan	7
1.4. Fee Proposal	7
2. <b>Submission Requirements</b>	<b>7</b>
2.1. Proposals Inclusions	7
2.2. Inquiries	7
2.3. Proposal Submission Requirements and Procedure	7
2.4. Proposal Format	8
2.5. Proposal Content	8
2.6. Licensing and Registration Qualifications	9
2.7. Evaluation Committee	10
2.8. Negotiations	10
2.9. Evaluation Process and Criteria	10
2.10. Acceptance of Proposal	11
<b>PART D – Form of Agreement for Works</b>	<b>13</b>
<b>PART E – EV Charger Station Location Map</b>	<b>23</b>

## **PART A- Project Background and Description**

### **1. Project Background**

The City of Morden, strategically located in the Pembina Valley region of southern Manitoba, continues its forward-thinking approach to sustainable infrastructure development with a population of approximately 9,929 as of the 2021 census. Building upon the city's proactive commitment to environmental stewardship and infrastructure modernization, this project represents the critical next phase in implementing Morden's public electric vehicle (EV) charging station network. The initiative directly supports the city's Climate Action Plan while enhancing regional connectivity along the vital Highway 3 transportation corridor.

The electrical infrastructure component of this EV charging deployment requires specialized expertise to ensure safe, reliable, and code-compliant installations that will serve the community for decades to come. This RFP addresses the technical complexity of integrating advanced charging equipment with existing electrical systems while preparing for future technological advancements, including vehicle-to-grid (V2G) integration and smart grid connectivity. The project's strategic importance extends beyond mere infrastructure installation, positioning Morden as a catalyst for regional economic development and the adoption of sustainable transportation.

### **2. Project Description**

The City of Morden seeks qualified EV Charger installation companies to supply, install and commission EV charging stations including installation of required electrical works to service the charging stations at two strategic locations within the community namely Access Event Center and the 500 Stephen Street as detailed in the scope of work. This project encompasses required electrical infrastructure upgrades, the supply and installation of EV charging station equipment, supply and install of software and hardware components for payment, control and monitoring and commissioning of the full system to support both immediate charging needs and future expansion capabilities. The work directly supports Morden's vision for sustainable transportation infrastructure while addressing identified gaps in EV charging availability throughout southern Manitoba.

## **PART B – Scope of Work**

### **1. Access Event Center Charging Station**

#### **1.1. Charging Station Deployment**

- 1.1.1. One Level 3 DCFC  
Supply, installation and commissioning of one minimum 200kW Level 3 DCFC with Dual Charging Dispensers (1 - CCS1 and 1 – SAEJ3400). Single Vehicle Charging output to be 200kW and dual simultaneous charging output to be 100kW
- 1.1.2. Two Level 2 EVSE  
Supply, installation and commissioning of two wall mounted minimum 19.2 KW Level-2 chargers with (SAEJ1772) connectors.
- 1.1.3. Mount 200 KW Charging Station on 6" reinforced concrete pad with vandal-resistant bollards. Mount 19.2 KW chargers on wall.
- 1.1.4. Charger stations to be equipped with dual authentication (RFID + mobile app) per OCPP 1.6
- 1.1.5. Integrated cable management with automatic retraction

#### **1.2. Electrical Service**

Electrical service may need to be upgraded to service the proposed charging stations. The scope of work is estimated as below.

- 1.2.1. Relocate existing 400-amp, 600-volt panel in old compressor room of COOP rink basement to adjacent furnace room. Old panel to be demolished and a new panel shall be provided.
- 1.2.2. Extend panel feeders and all branch circuits from old compressor room 400-amp, 600-volt panel to furnace room to tie into new 400-amp, 600-volt panel.
- 1.2.3. Supply and install of new transformer 600-480v for new 200KW charging station if the charging station requires 480V service.
- 1.2.4. Supply and install of new transformer 600-208v for new 19.2KW charging station if the charging station requires 208V service.
- 1.2.5. Transformers to tie into new 400-amp, 600-volt panel from exterior Southeast side of COOP Rink to the new panel through understairs and basement hallway approximately 40m in length. Supply and install new 600v breaker for transformers.
- 1.2.6. Proponent is free to propose alternative mode of providing the electrical service in their proposal.

### **2. 500 Stephen Street Charging Station**

#### **2.1. Charger Installations**

- 2.1.1. Supply, installation and commissioning of two wall mounted minimum 19.2 KW Level 2 chargers with (SAEJ1772) connectors.
- 2.1.2. Mount the chargers on exterior northeast wall with 18" snow line clearance
- 2.1.3. Integrate dynamic load balancing across dual ports

## **2.2. Electrical Service upgrade**

- 2.2.1. Upgrade existing 200-amp service to 400-amp service.
- 2.2.2. Install wall mount 400-amp JS4 or CSTE on exterior south of building.
- 2.2.3. Tie existing 200-amp panel back into new 400-amp service.
- 2.2.4. Supply and install new 3R 200-amp panel on south exterior of building to tie into new 400-amp service.
- 2.2.5. Supply and install 2 new breakers in new 200-amp panel for 2 new Artemis 19.2 Kw EV chargers.
- 2.2.6. Route cables from new 200-amp panel on south side of building to exterior northeast side of building, approximately 50 meters.
- 2.2.7. Mount new 19.2 Kw EV chargers on northeast exterior wall.

---

## **3. Technical Standards and Compliance**

### **3.1. Regulatory and Performance Specifications**

- 3.1.1. Charger Certifications
  - CSA C22.2 No. 280-16 EVSE compliance
  - UL 2202 certification for DC fast chargers
- 3.1.2. Environmental Ratings
  - NEMA 4X enclosures for exterior components
  - Operational range: -40°C to +40°C
- 3.1.3. All equipment and works must comply with all applicable Canadian Standards and all requirements for Supply Equipment for Electric Vehicles in North America.
- 3.1.4. It will be the responsibility of the Proponent to inform the city of any deficiencies in the these specifications, for under this RFP agreement Proponent shall be held responsible for the design, performance, reliability and safe and satisfactory operation of the units.

### **3.2. Data Reporting**

- 3.2.1. 5-year usage history storage with cellular backup
- 3.2.2. Real-time API integration for city EMS

### **3.3. Warranty**

- 3.3.1. A minimum 12-month warranty to be provided on all equipment and works performed under this RFP. If any equipment or part is found defective during the warranty period which is not due to the misuse by users, the proponent will have to replace the equipment or the part at without any cost to the city.

---

## **4. Project Execution Requirements**

### **4.1. Phase 1 - Project Startup**

- 4.1.1. Start up meeting with the City

- 4.1.2. Coordinate with Manitoba Hydro for service upgrades as required
- 4.1.3. Submit material safety data sheets for all components
- 4.1.4. Complete underground service locates

**4.2. Phase 2- Core Installation**

- 4.2.1. Undertake electric service work
- 4.2.2. Install all transformers and primary distribution
- 4.2.3. Complete of cable routing per approved shop drawings
- 4.2.4. Supply and install charging stations

**4.3. Phase 3 - Commissioning**

- 4.3.1. Conduct a 72-hour burn-in test for DCFC units
- 4.3.2. Complete device commissioning reports
- 4.3.3. Provide operator training with a competency checklist
- 4.3.4. OCPP 1.6 configuration & fault resolution
- 4.3.5. Winter maintenance protocols
- 4.3.6. Emergency stop system reset drills
- 4.3.7. As-built drawings in AutoCAD 2024 format

## **PART C – Instructions to Proponents**

### **1. Proponent Requirements**

#### **1.1. Experience and Expertise**

Proponents must demonstrate a proven track record in deploying EV charging infrastructure or similar projects within the past five years. Local experience is preferred but not mandatory.

#### **1.2. Project Team**

Provide details about the project team, including roles, qualifications, and relevant experience.

#### **1.3. Proposed Work Plan**

Include a detailed schedule outlining key activities such as equipment procurement, construction timelines, inspection milestones, and final commissioning.

#### **1.4. Fee Proposal**

Submit a separate fee proposal detailing costs for each major category of work (e.g., equipment supply, installation labour). Pricing should be quoted in Canadian dollars (CAD), and applicable taxes should be identified separately.

### **2. Submission Requirements**

#### **2.1. Proposals Inclusions**

- 2.1.1. Title Page and Letter of Transmittal signed by an authorized representative.
- 2.1.2. Technical Proposal detailing project understanding, deliverables, and team structure.
- 2.1.3. Proposed Work Schedule with milestone dates.
- 2.1.4. Professional Liability Insurance Certificate.
- 2.1.5. The fee proposal is submitted in a separate sealed envelope.

#### **2.2. Inquiries**

General enquiries may be directed to:

Jose Antonio Yanez Lopez  
Planning and Development Officer  
City of Morden  
Phone: (204) 822-4434. Ext 1106  
E-Mail: [jyanez@mymorden.ca](mailto:jyanez@mymorden.ca)

#### **2.3. Proposal Submission Requirements and Procedure**

- (a) The Submission Deadline is the date and time specified on the title page of this RFP.
- (b) Proposals must be submitted by hand, mail, or email ([jyanez@mymorden.ca](mailto:jyanez@mymorden.ca)).
- (c) The following is required for an utterly acceptable proposal:
  - i. Technical Proposal
  - ii. Proponent Information
  - iii. Proposed Work Schedule

- iv. Professional Liability Insurance Certificate
- v. Fee Proposal
- vi. Addenda Acknowledgements (if applicable)

#### 2.4. Proposal Format

- (a) Proponents are solely responsible for obtaining all information that may be necessary to understand the requirements of this RFP and submit a Proposal following the terms and conditions of this RFP. No allowance will be made for the failure of a Proponent to obtain such information or to make such investigations.
- (b) A Proponent should ensure that each provision in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are essential. The Proposal should include all the information and documents required under Sections 6 and 7 below and be organized in the same sequence. Proponents should avoid including extraneous or irrelevant information.
- (c) Proponents are advised to carefully review the evaluation criteria (see Section Part D) and mandatory requirements before preparing their Proposals in response to this RFP.

#### 2.5. Proposal Content

**Please note that the fee proposal must be in a separate envelope. If fees are included in the technical part of the proposal, the Proponent will be disqualified and receive no further consideration.**

The following format is requested for the:

a) **Technical Proposal**

- (a) Title Page
- (b) Letter of Transmittal
  - (i) Must be fully completed and signed by a representative of the Proponent with the authority to bind the Proponent.
- (c) Table of Contents
- (d) Introduction and Project Understanding:
  - (i) This should clearly describe the proponent's understanding of the project, including pertinent background information and the scope of services required. It should include an overview that condenses and highlights the contents of the Proposal so that the evaluation committee can evaluate the proponent's entire understanding of the project.
- (e) Technical:
  - (i) The Proposal should describe the specific technical proposing services and tasks that will be provided and include sufficient details to ensure the likelihood of success. Project milestones and deliverables should be summarized for each project task.

b) **Proponent Information**

- (a) Project Team



- (i) **Describe the project team organization, including a summary of each team member, complete with their respective project title, duties, education and relevant experience.** Project management will be evaluated by assessing the project manager's education, knowledge, and proposal management approach.
  - (b) **Proponent Profile**
    - (i) Describe the Proponent's business, including information about how the Proponent is organized to carry on business; its location(s) and any office(s) or facilities where the Services will be provided (i.e. location(s) in and outside of Manitoba, head office location, etc.).
    - (ii) Provide information about the Proponent's experience in providing services comparable to those requested in this RFP within recent years (within the last 5 years and local experience preferred).
    - (iii) Describe details of any sub-consulting arrangements proposed by the Proponent.
- c) **Proposed Work Schedule**
  - (a) The proposal shall include a detailed schedule indicating the date of completing the electric service upgrades, supply, installation and commissioning of the charging stations. City intends to have the charging stations fully commissioned and training provided to city staff by **November 30, 2025**.
  - (b) Indicate the amount of time required for various phases of the work in a **time chart** showing expected scheduling.
  - (c) Use **July 07, 2025**, as a notification date to develop a schedule.
- d) **Professional Liability Insurance Certificate**
  - (a) Provide a copy of current liability insurance coverage.
- e) **Fee Proposal**

The following format is suggested for the Fee Proposal:

  - (a) Provide a price breakdown summary in tabular form for each major item of work.
  - (b) Provide a Fee Matrix that lists the project tasks, individuals assigned to each task, their positions, charge-out rates, and hours per task. Include separate disbursement fees and other applicable costs.
  - (c) Prices shall be quoted in Canadian Funds (CAD) and remain firm for the duration of the Agreement.
  - (d) Applicable taxes must be identified separately.

## 2.6. Licensing and Registration Qualifications

- (a) The Proponent's project team must be comprised of individuals and/or firms who are licensed, certified, registered, or otherwise authorized to provide the scope of work included in this EFP

to the full extent that may be required by provincial law and professional associations in the Province of Manitoba at the time of the Submission Deadline. The successful Proponent shall be required to maintain such license and registration requirements for the duration of the Agreement.

- (b) The Proponent shall provide, on the request of the City of Morden, proof satisfactory to the Morden of such qualifications of the Proponent and of any proposed sub-consultant.

## **2.7. Evaluation Committee**

- (a) The evaluation committee will comprise the City of Morden representatives.
- (b) By submitting a Proposal, the Proponent agrees that all decisions on the degree to which a Proposal meets the evaluation criteria are solely within the purview and judgment of the evaluation committee. The decision of the evaluation committee is final.

## **2.8. Negotiations**

- (a) The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- (b) The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may deal with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such talks.
- (c) If, during negotiations pursuant to 9. (b), the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **2.9. Evaluation Process and Criteria**

Proposals will be evaluated using the following points system.

<b>Technical Evaluation Criteria</b>	<b>Points</b>
<b>1. Experience and Expertise</b>  The "Experience and Expertise" evaluation criterion assesses the proponent's ability to successfully deliver EV charging infrastructure projects by reviewing their track record in design, installation, commissioning, and maintenance. Proponents must provide examples of relevant projects completed within the last five years, particularly those involving public electric vehicle (EV) charging networks or similar infrastructure. Additionally, they should highlight the qualifications, certifications, and relevant experience of key team members involved in the project. Preference will be given to proponents with local knowledge or familiarity with Manitoba's regulatory environment, ensuring alignment with provincial standards and community needs.	<b>25</b>
<b>2. Project Understanding and Methodology</b>  The "Project Understanding" criterion evaluates the proponent's	<b>25</b>

comprehension of the project’s scope and their approach to achieving its objectives. Proponents must clearly understand Morden's goals, including sustainability, regional connectivity, and infrastructure modernization. Their methodology should outline detailed steps for site preparation, equipment installation, power supply upgrades, integration of smart charging features. The methodology should also include detailed training program. Additionally, innovative strategies to address challenges such as extreme weather conditions, accessibility requirements, or future scalability will be assessed favourably. This ensures that the proposed approach is practical, forward-thinking, and aligned with the City’s vision for sustainable transportation infrastructure.	
<b>3. Schedule</b>  The schedule must be realistic and achievable. The project must be completed by November 30, 2025	<b>10</b>
<b>4. Warranty</b>  A minimum 12-month warranty on all equipment and works is required. Longer warranty period will carry more points.	10
Technical Proposal Total:	<b>70</b>
<b>Fee Evaluation Criteria</b>	
<b>5. Total Price Proposal (fees and reimbursable expenses)</b>	<b>25</b>
<b>6. Detailed Price Breakdown</b>	<b>5</b>
Fee Proposal Total:	<b>30</b>

Proposals receiving less than a minimum score of 50 points for Technical Evaluation Criteria shall be disqualified and receive no further consideration.

Following the price evaluation, the Technical Proposal and Price Proposal scores will be combined, and the proposers will be ranked in order of highest to lowest total points.

The Evaluation Committee will report to the Council on the point system (total) rating results. The City will notify proponents after the selection has been made.

## **2.10. Acceptance of Proposal**

- If the City decides to accept a Proposal, it will accept the Proposal that, in the evaluation committee’s sole opinion, is the best overall Proposal when evaluated following the evaluation procedure and criteria. Should the city decide not to accept any Proposal, all Proponents will be given written notice of such a decision.
- If the City decides to accept a Proposal, the City will signify its conditional acceptance by preparing and forwarding to the Proponent two (2) copies of the Agreement for signing as identified in PART E – Sample Form of Agreement .
- The City’s acceptance is conditional on:

- (i) the City obtaining all necessary internal approvals. The City has no obligation to enter into the Agreement until this condition has been met.
- (ii) the Proponent will enter into an agreement with the city in a form.
- (d) Subject to the previous conditions having been met, the City will, in due course, sign the two (2) copies of the Agreement and return one fully signed copy for the Proponent's records.

## PART D – Form of Agreement for Works

### WORKS CONTRACT FOR “Morden EV Charging Stations project ”

**BETWEEN:**                      **City of Morden**

100-195 Stephen Street, Morden MB R6M1V39

(the “City”)

**AND:**                              **COMPANY**

address

(the “Contractor”)

GIVEN THAT the City wishes to engage the Contractor to provide certain Works to the City and the Contractor wishes to contract with the City to provide such Works to the City, THIS AGREEMENT is evidence that in consideration of good and valuable consideration, (the receipt and sufficiency each party acknowledges), the City and the Contractor agree as follows:

#### **1. Definitions**

In this Agreement, in addition to the words defined above,

- “Contractor’s Proposal” means **the Contractor’s** written proposal to the City for performance of the Works, dated , a copy of which is attached.
- “City Representative” means **Deputy City Manager** or such other person as the City may appoint in writing.
- “Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Works.
- “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- “Personnel” means any individuals identified by name in the Contractor’s Quotation and any individuals employed or otherwise engaged by the Contractor to perform the Works with the prior consent of the City;

- “RFP” means the Request for Proposals for the Works issued by the City dated June 05, 2025.
- “Works” means the Works and work described in the RFP, including all acts, Works and work necessary to achieve the objectives set out in the RFP.
- “Specifications” means the specifications and other requirements for the Works set out in the RFP.
- “Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Works, as they are in force from time to time or in the latest current version, as the case may be.

## 2. Contract documents

The following documents forms this agreement

- i. The “RFP”
- ii. The proponent’s “Proposal”
- iii. The “Agreement”

## 3. Contractor Works

The Contractor shall perform the Works and shall do so in accordance with the Specifications, and Standards and the terms of this Agreement.

### The Contractor shall:

- supply all labour, machinery, equipment, tools, supplies, material, labour and other Works and things necessary to perform the Works in accordance with this Agreement;
- obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- act as prime contractor for the purpose of implementing the Manitoba Workplace Safety and Health Regulation MR during the period of this Agreement.
- perform promptly and safely all of its obligations under this Agreement;
- be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the City and the City Representative;
- promptly pay amounts owing to the City under this Agreement when due; and

- pay all costs and expenses whatsoever associated with performing the Works and its other obligations under this Agreement.

### **3.1 Project Scope Modifications**

The contractor is advised that the City may modify elements of the project scope where these modifications are in the best interests of the City. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The City will ensure the contractors are paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the contractors work program, the contractor shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of City staff.

### **4. Term**

This Agreement shall commence on the date of last signature on this agreement and expire upon end of warranty period unless terminated in accordance with this agreement.

### **5. Contractor Personnel**

The Contractor will perform the Works using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the City Representative.

### **6. Warranty as to Quality of Works**

The Contractor represents and warrants to the City that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Works in accordance with this Agreement and the Contractor acknowledges and agrees that the City has entered into this Agreement relying on the representations and warranties in this section.

### **7. Remuneration & Reimbursement**

The City shall pay the Contractor for the performance of the Works as follows:

**[Identify fees/disbursements or reference schedule or Contractor's Quotation]**

### **8. Taxes**

The City shall be responsible for paying any goods and Works taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the Works to the City.

---

**9. Invoices & Payment**

Not more than once each month, the Contractor may deliver an invoice to the City, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Works performed in that preceding month. The City shall, to the extent the City is satisfied the fees and disbursements are for Works satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the City.

**10. Hold Back or Set Off**

The City may hold back payment or set off against payment if, in the opinion of the City acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

**11. City's Representative**

The City appoints the City Representative as the only person authorized by the City to communicate with the Contractor in respect of this Agreement. The City shall not be bound to the Contractor by communication from any person other than the City Representative.

**12. Indemnity**

The Contractor shall indemnify, and save harmless, the City, and its elected and appointed officials, employees, Contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, Contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement

**13. Workers Compensation**

The Contractor shall, at all times, in providing the Works and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (Manitoba) and all regulations and orders from time to time in force thereunder, including the Workplace Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

**14. Insurance Requirements**

The Contractor shall obtain and maintain during the currency of this Agreement commercial



general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Works in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the City Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the City and to:

- a) name the City as additional insured
- b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- d) be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is in excess coverage;
- e) not be cancelled or materially changed without the insurer providing the City with 30 days written notice stating when such cancellation or change is to be effective;
- f) be maintained for a period of this agreement;
- g) not include a deductible greater than \$5,000.00 per occurrence;
- h) include a cross liability clause; and
- i) be on other terms acceptable to the City Representative, acting reasonably.

## **15. Errors & Omissions Insurance**

The Contractor shall, at the Contractor's expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

### **Minimum Insurance**

- (a) Contractor Works for projects  
not exceeding \$500,000 in value----- \$1,000,000
- (b) Contractor Works for projects  
exceeding \$500,000 in value----- \$2,000,000

\*The Maximum deductible in all categories shall be \$50,000/\$100,000The Contractor accepts responsibility for the acts and omissions of all Sub-Contractors it may engage in rendering the Service on the Project.

The Contractor's professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the City with prior notice of changes and cancellations.

*"The Insurer and the Insured Contractor shall provide written notice to be delivered by hand, or sent by registered mail to the City at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy"*

#### **16. Insurance Certificates**

The Contractor shall provide the City with certificates of insurance confirming the placement and maintenance of the insurance, at the time of signing the agreement and any renewals thereafter.

#### **17. Termination at City's Discretion**

The City may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the City terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Works satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the City from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

#### **18. Termination for Default**

The City may terminate all or any part of, the Works by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- a) the Contractor breaches this Agreement, and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the City; or
- b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the City, if the City terminates part or all of the Works under this section, the City may arrange, upon such terms and conditions and

in such manner as the City considers appropriate, for performance of all or any part of the Works remaining to be completed, and the Contractor shall be liable to the City for any expenses reasonably and necessarily incurred by the City in engaging the Works of another person to perform those Works (including the amount by which the fees, disbursements and other costs payable by the City exceed those that would have been payable to the Contractor for completion of the Works under this Agreement). The City may set off against, and withhold from amounts due to the Contractor, such amounts as the City estimates shall be required to cover the City's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the City to complete all or any part of the Works.

## **19. Records**

The Contractor:

- a) shall keep proper accounts and records of its performance of the Works, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- b) shall keep reasonably detailed records of performance of the Works, which shall at all reasonable times be open to inspection by the City, which may make copies and take extracts from the records;
- c) shall afford facilities and access to accounts and records for audit and inspection by the City and shall furnish the City with such information as the City may from time to time require regarding those documents; and
- d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Works, expiry of this Agreement or termination of this Agreement, whichever applies.

## **20. Copyright & Intellectual Property**

The Contractor irrevocably grants to the City the unrestricted license for the City to use and make copies of for the City's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Works in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the City the unrestricted license for the City to use for the City's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Works. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

## **21. Agreement for Works**

This is an agreement for the performance of Works and the Contractor is engaged under this Agreement as an independent Contractor for the sole purpose of providing the Works. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its employees or Contractors is engaged by the City as an agent of the City or has any authority to bind the City in any way whatsoever.

## **22. Withholding Taxes**

The Contractor will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the City should the City be required to pay any remittances described above.

## **23. Assignment**

The Contractor shall not assign this Agreement or the benefit hereof without the prior written consent of the City, at its sole discretion.

## **24. Time of the Essence**

Time is of the essence of this Agreement.

## **25. Alternative Rights & Remedies**

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

## **26. Notice**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

### **a) To the City:**

The City of Morden 100-195 Stephen St,  
Morden MB R6M1V3

E-mail Address: \_\_\_\_\_

Attention: \_\_\_\_\_

**b) To the Contractor: (Name and Address)**

E-mail Address: \_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or Manitoba statutory holiday.

**27. Interpretation & Governing Law**

In this Agreement

- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- c) reference to any act, regulation or standard is a reference to that act, regulation, standard as amended, unless otherwise expressly provided;
- d) reference to a month is a reference to a calendar month; and
- e) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

**This Agreement is governed by, and is to be interpreted according to, the laws of Manitoba.**

**28. Binding on Successors**

This Agreement ensures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

**29. Entire Agreement**

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

**30. Waiver**

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

City of Morden by its authorized signatories:

\_\_\_\_\_  
City Manager

**CONTRACTOR**

Name of Contractor:

Signature of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Witness Name and Signature: \_\_\_\_\_

## PART E – EV Charger Station Location Maps

Figure 1. 111 Gilmour Street (Access Center).



Figure 2. 500 Stephen Street.

