

REQUEST FOR PROPOSALS FS-23-01

FACILITIES CONDITION ASSESSMENT AND LIFE CYCLE REPORT REGIONAL DISTRICT BUILDINGS & FACILITIES



Regional District of Fraser-Fort George 155 George Street, Prince George BC V2L 1P8 Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-563-7520 http://www.rdffg.bc.ca



TABLE OF CONTENTS

RFP [DOCUMENTS	3
DELI\	/ERY OF PROPOSALS AND CLOSING DATE	3
PROF	PONENTS MEETING	4
SUMN	MARY OF OPPORTUNITY	4
RFP F	PROCESS RULES	5
5.1	Definitions	5
5.3	Submission of Proposal	5
5.4	Errors, Omissions, Clarifications	6
5.5	Late Proposals	6
5.6	Changes to Proposals	6
5.7	Conflict of Interest	6
5.8	Sub-Contractors	7
5.9	Rejection of Proposal	7
5.10	Liability for Errors	8
5.11	Limitation of Liability	8
5.12	Ownership of Proposals and Freedom of information	8
5.13	Confidentiality	8
5.14	Obligation to Hold Prices	8
PROF	POSAL FORMAT	9
PROF	POSAL EVALUATION	10
7.1	Proposal Evaluation	10
7.2	Selected Proponent Negotiations	10
7.3	Termination of Negotiations and/or RFP Process	10
7.4	Compliance with RFP Requirements	10
SELE	CTION AND EVALUATION	10
8.1	Selection Criteria	10
8.2	Evaluation Criteria	11
SERV	/ICE AGREEMENT	11
9.1	Form of Contract	11
9.2	Notification	11
SERV	/ICE AGREEMENT PRICE	11
dix "A'	LIST OF SUB-CONTRACTORS	12
dix "B'	" ACKNOWLEDGEMENT LETTER	13
	DELIV PROF SUMM RFP I 5.1 5.1 5.1 5.1 5.1 5.10 5.11 5.12 5.13 5.14 PROF 7.1 7.2 7.3 7.4 SELE 8.1 8.2 SERV 9.1 9.2 SERV dix "C" dix "C" dix "F"	DELIVERY OF PROPOSALS AND CLOSING DATE PROPONENTS MEETING SUMMARY OF OPPORTUNITY RFP PROCESS RULES. 5.1 Definitions. 5.3 Submission of Proposal. 5.4 Errors, Omissions, Clarifications 5.5 Late Proposals. 5.6 Changes to Proposals. 5.7 Conflict of Interest. 5.8 Sub-Contractors. 5.9 Rejection of Proposal. 5.10 Liability for Errors. 5.11 Limitation of Liability 5.12 Ownership of Proposals and Freedom of information. 5.13 Confidentiality. 5.14 Obligation to Hold Prices. PROPOSAL FORMAT. PROPOSAL EVALUATION. 7.1 Proposal Evaluation. 7.2 Selected Proponent Negotiations and/or RFP Process. 7.4 Compliance with RFP Requirements. SELECTION AND EVALUATION. 8.1 Selection Criteria 8.2 Evaluation Criteria SERVICE AGREEMENT. 9.1 Form of Contract.



REQUEST FOR PROPOSALS FACILITIES CONDITION ASSESSMENT AND LIFE CYCLE REPORT – REGIONAL DISTRICT BUILDINGS & FACILITIES

RFP NUMBER: FS-23-01 Issue Date: January 31, 2023

1.0 RFP DOCUMENTS

RFP documents may be obtained on, or after the Issue Date as follows:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca; or
- b) on the BC Bid website at www.bcbid.gov.bc.ca.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

Acknowledgement Letter

Upon receipt of this RFP, a potential Proponent should complete and sign the Acknowledgement Letter at Appendix B, and email the signed Acknowledgement Letter to Rachael Ryder, Project Manager at rryder@rdffg.bc.ca. A Proponent who signs and returns the Acknowledgement Letter is not obligated to submit a Proposal.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and may be disqualified.

2.0 DELIVERY OF PROPOSALS AND CLOSING DATE

Proposals must be in English and must be submitted using one of the submission methods below, and must either:

- 1. include a copy of this cover page that is signed by an authorized representative of the Proponent; or
- 2. otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

The Regional District will accept Proposals submitted by email or by delivery directly to the Regional District main office. All Proposals must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on **Tuesday**, **February 28**, **2023**.

Proposals submitted by fax will **NOT** be accepted. Any Proposal received after the closing date and time will be considered disqualified and will be returned to the Proponent.



Submissions must be directly delivered to the Regional District in either:

- Email format with the Proposal attached to the email in a PDF, or equivalent, format and emailed to purchasing@rdffg.bc.ca. The subject line should read "FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Insert Proponent Name"; or
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent, format; or
- Hard copy format, including three (3) complete Proposal copies.

If submitting in a mail format (USB or hard copy), proponents should submit in a sealed envelope with the following information written on the outside of the envelope containing the Proposal, as well as on the outside of the courier envelope (if sending by courier):

- Attention: General Manager of Financial Services
 Regional District of Fraser-Fort George
 3rd Floor, 155 George Street, Prince George, BC V2L 1P8
- Request for Proposals
 FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities
- 3. Responding Proponent's name and address.

3.0 PROPONENTS MEETING

There will be no proponent's meeting for this RFP.

Questions relating to this RFP must be emailed directly to the Project Manager:

Rachael Ryder Corporate Sustainability Specialist rryder@rdffg.bc.ca

4.0 SUMMARY OF OPPORTUNITY

The Regional District of Fraser-Fort George is seeking to award a contract to an architectural and engineering professional who can demonstrate the ability to complete facility condition assessment and life cycle reports for four groups of buildings and facilities; Regional District Buildings, Regional District Parks (including one heritage building), Regional District Transfer Stations and Landfill, and the Huble Homestead Historical Site (including three heritage buildings), that meet or exceed the specifications contained within this Request for Proposal. A brief description of the facilities is provided in Appendix E.

These reports will be used to develop future financial and operational plans for maintenance, upgrade, repair, and replacement of building components. The reports will form the foundation for future asset condition assessments.

Further details as to the scope of this opportunity and the requirements can be found in Appendix C – Scope of Work of this RFP.



5.0 RFP PROCESS RULES

5.1 Definitions

"Addenda" or "Addendum"	means	all additional information regarding this RFP including amendments to the RFP.	
"BC Bid"	means	the BC Bid website located at www.bcbid.gov.bc.ca.	
"Board"	means	the Board of the Regional District.	
"Consultant"	means	the successful Proponent to the RFP who enters into a Service Agreement with the Regional District.	
"Closing Location"	means	includes the location or email address for submissions indicated on the cover page of this RFP, as applicable.	
"Closing Time"	means	the closing time and date for this RFP as set out on the cover page of this RFP.	
"Project Manager"	means	the Regional District's representative.	
"Proponent"	means	an individual or firm that submits, or intends to submit, a proposal response to this Request for Proposal.	
"Proposal"	means	a submission in response to this Request for Proposals.	
"Regional District" or "RDFFG"	means	the Regional District of Fraser-Fort George.	
"Request for Proposals" or "RFP"	means	the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits as may be modified in writing from time to time by the Regional District by Addenda.	
"Service Agreement"	means	the final agreement that comprises a completed set of the Proponent's RFP submission, this RFP and all documents, specifications, and addenda incorporated therein.	
"must"	means	a requirement that must be met in order for the Proposal to receive consideration.	
"should" or "may"	means	a requirement having a significant degree of importance to the objective of the request for Proposals, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.	

5.2 <u>Acceptance of Terms and Conditions</u>

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

5.3 Submission of Proposal

Proposals must be submitted before the Closing Time using one of the submission methods set out in Section 2.0 of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.



5.4 Errors, Omissions, Clarifications

It is the sole responsibility of the Proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their Proposal, the Proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part therein, should immediately request clarification from the Project Manager, by email to rryder@rdffg.bc.ca.

All requests for clarification or inquiries must be made by 5pm on Tuesday, February 21, 2023 in order that addendum(s), if necessary, are issued in time for all Proponents to complete their Proposal submission and have it delivered to the Regional District office prior to the Closing Time on the submission date.

If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of this RFP is required, then the Regional District will issue an addendum and the addendum will be posted on the Regional District's website and BC Bid.

It is the sole responsibility of the Proponent to check for addendums.

5.5 <u>Late Proposals</u>

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 late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Regional District at the Closing Location will prevail whether accurate or not.

5.6 Changes to Proposals

By submitting written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals.

5.7 Conflict of Interest

When submitting a Proposal, the Proponent must complete, sign and include with their Proposal a Conflict of Interest Disclosure Statement (Appendix G).

The Regional District may reject a Proposal based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Proposal where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Proponent, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or
- b. in the case of a Proposal submitted by a Proponent who is an individual person, where that individual is an officer, employee, or director of the Regional District, or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee, or director of the Regional District or a consultant involved in the procurement process.



5.8 <u>Sub-Contractors</u>

All sub-contractors, including affiliates of the Proponent, should be clearly identified in the Proposal as per the form attached as Appendix A.

A Proponent may not sub-contract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in this RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of this RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of this RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed sub-contractor might be in a conflict of interest, the Proponent should consult with the Project Manager 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, perceived or potential, in respect of this RFP.

5.9 Rejection of Proposal

The Regional District may, in its sole discretion, reject any and all Proposals, or accept the Proposal deemed most favourable in the interests of the Regional District. The lowest price, or any Proposal, will not necessarily be awarded.

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions contained in this RFP may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Proposals which are non-conforming because they do not contain the content or form required by this RFP, or for failure to comply with the process for submission set out in this RFP, whether or not such non-compliance is material.

The Regional District's intent is to enter into a Contract with the Proponent who has submitted the best value proposal. The Regional District reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the best value offered to the Regional District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Proposal which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Proposal submitted;
- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
- d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
- e. accept a Proposal which is not the lowest price Proposal; and
- f. cancel or reissue this RFP without any changes.

Without limiting any other provision of this RFP, the Regional District may, in its sole discretion, reject a Proposal submitted by a Proponent, if the Proponent or any officer or director of a corporate Proponent, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.



5.10 <u>Liability for Errors</u>

The Regional District will not be responsible for any costs incurred by Proponents as a result of the preparation or submission of a Proposal pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent's responsibility. If errors are discovered, they will be corrected by the Proponent at their expense.

Proponents acknowledge that the Regional District, in the preparation of this RFP, supply of oral or written information to Proponents, review of Proposals or the carrying out of the Regional District's responsibilities under this RFP, does not owe a duty of care to the Proponents.

5.11 Limitation of Liability

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Request for Proposal process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Proposal or otherwise breached or fundamentally breached the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.

5.12 Ownership of Proposals and Freedom of information

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

All documents, including Proposals, submitted to the Regional District become the property of the Regional District.

The Proponents acknowledge that certain details of the Proposals could be discussed at an open meeting of the Board.

5.13 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Proponents as a result of this RFP except insofar as such publication, release or disclosure is required by the laws of British Columbia.

5.14 Obligation to Hold Prices

In order to receive consideration, Proponents are required to hold their Proposal open for acceptance for five weeks following the Closing Time.

Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 9 of 33

6.0 PROPOSAL FORMAT

responses and to ensure each Proposal receives full and complete consideration. All pages should be consecutively numbered. Title page, including RFP number and title, Proponent's name and address, a. telephone number, email address, and contact representative. One-page letter of introduction SIGNED by the authorized signatory of the b. Proponent. C. Table of contents including page numbers. d. A summary of the key features of the Proposal. Completed Appendix A, List of Sub-Contractors. e. f. Completed and signed Appendix D, Schedule of Prices (All Proponents should use this form). Completed and signed Appendix G, Conflict of Interest Disclosure Statement. g. Workplan including start date, milestones, and completion date. h. Three (3) references that may be contacted for purposes of confirming your i. company's experience. All amendments and addenda, if any, issued for this RFP. Each amendment j. and addenda should be signed by the Proponent and should be included with

the Proposal and will form part of the Proposal and Contract.

The following format and sequence should be followed in order to provide consistency in



7.0 PROPOSAL EVALUATION

7.1 <u>Proposal Evaluation</u>

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP. Proposals will be assessed by a committee formed by the Regional District.

7.2 Selected Proponent Negotiations

The Regional District, in its sole discretion, may enter into contract negotiations with a selected Proponent, or Proponents, based only on the evaluation of the written Proposal(s), and/or an evaluation of the combination of the written Proposals and/or detailed discussions.

The Regional District may enter into negotiations with any Proponent without requiring any other Proponents to make any presentations or require any other Proponents to enter into detailed discussions with the Regional District.

7.3 <u>Termination of Negotiations and/or RFP Process</u>

The Regional District may terminate contract negotiations with any Proponent, and enter into contract negotiations with any other Proponent if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily completed in the best interests of the Regional District. The Regional District may, in its sole discretion, reject any or all Proposals at any time throughout the Proposal evaluation, Proponent selection, or contract negotiation process.

7.4 <u>Compliance with RFP Requirements</u>

All terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal.

All items in the Proposal that are **not** in full compliance, or that vary from the specific requirements, should be clearly identified in the Proposal as non-compliant and/or variant, and should include specific reference to the relevant section in this RFP and the precise nature of the variance or non-compliance. Non-compliance or variances with the specific RFP requirements will not necessarily result in rejection of a Proposal.

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, will be in the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter detailed discussions, or negotiations with the Proponent(s).

8.0 SELECTION AND EVALUATION

8.1 Selection Criteria

The following are the criteria and the percentage of the total score for each criterion that will be used by the Regional District to select a Proponent. The list of criteria is not in any particular order of priority. The Regional District, in its sole judgment, will base the selection of a successful Proponent on a combination of the criteria.



8.2 <u>Evaluation Criteria</u>

FS-23-01 – Facilities Condition Assessment and Life Cycle Report – Regional District Buildings & Facilities		
EVALUATION CRITERIA	WEIGHT	
Proponent's Qualifications and Experience	25	
 The length and quality of experience of Qualified Professional undertaking the review and preparing recommendations 		
Experience with Local Government facility condition assessments		
The Firm's/individual's experience in doing similar projects		
References		
Proposed Methodology/Work Plan	40	
Solutions presented to achieve project outcome		
 Thoroughness of the approach reflected in the Work Plan and Project schedule 		
 Level of effort reflected in total work hours of the team assigned to complete the Project; and 		
Time of Project tasks outline in the Project schedule		
Project Budget	25	
 Includes the amount of detail given to project relevant line items and the overall proposed project cost 		
Quality of Proposal	10	
 Including format and consistency with recommended form 		
Total	100	

9.0 SERVICE AGREEMENT

9.1 Form of Contract

The form of contract will be similar in form to the sample service agreement shown in Appendix F, subject to negotiation between the Regional District and the Proponent and will include this RFP, List of Sub-Contractors, Schedule of Prices, Conflict of Interest Disclosure Statement, all appendices, amendments and addenda, as well as the successful Proponent's submission.

9.2 Notification

Approval of a proponent and the award of a service agreement is expected to occur by March 23, 2023. The Regional District, in its sole judgment, may delay the award of Service Agreement date as deemed appropriate by the Regional District.

10.0 SERVICE AGREEMENT PRICE

Appendix D – Schedule of Prices must be completed, signed, and included in the Proposal submission. All prices for the work should be stated in Canadian dollars. Taxes should be shown as separate line items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Service Agreement Price.

Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 12 of 33

Appendix "A" LIST OF SUB-CONTRACTORS

The Contractor advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the Contractor's opinion, the sub-contractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate "not applicable" on this page if sub-contractors are not required and include it with your Proposal. Following acceptance of the Proposal, the sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor

Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 13 of 33

Appendix "B" ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP FS-23-01 – Facilities Condition Assessment and Life Cycle Report – Regional District Buildings & Facilities documents.

Authorized Signatory Signature	Name of Proponent
Name of Signatory (please print)	Address
Title	City, Province, Postal Code
Phone Number	Email
Date	
I/We presently intend \Box to provide / \Box not to provide a	Proposal.
Please return immediately by mail, hand delivery, or by en	nail to the Project Manager:

Rachael Ryder, Corporate Sustainability Specialist 3rd floor, 155 George Street, Prince George, BC, V2L 1P8 rryder@rdffg.bc.ca



Appendix "C" SCOPE OF WORK

Scope of Work

In general, the project is to inspect, analyze and provide a Facility Condition Assessment and Life Cycle Report for the existing buildings and facilities listed under Appendix E. The successful proponent will develop a report for each facility that is intended to be used by RDFFG staff as a guideline for equipment and structural replacement over time. The report will also make recommendations to upgrade existing structure, envelope, interior systems, electrical and mechanical of the facilities to improve efficiency, economy and effectiveness of the building in relation to its intended use in the short to long term.

Project Deliverables

A separate Facility Condition Assessment and Life Cycle Report (Report) will be completed for each facility and each Report will contain, at a minimum, the following:

- 1. A summary of the inspection and analysis.
- 2. ASTM Uniformat II Level 3 Classification for Building Elements will be used
- 3. A description of each item inspected will include the condition, the quantity, the replacement cost and the remaining useful life
- 4. Identification and inventory of facility equipment and infrastructure components:
 - a. a comprehensive 20-Year Probable Costs table for deferred and proposed capital renewals (Microsoft Excel xlsx format) describing facility infrastructure asset and equipment, indicating information, estimated useful life or replacement, remaining life, quantity, unit cost, plan type, condition rating, consequence of failure, replacement year and cost at current value. See example below.
- 5. An assessment of the existing deferred maintenance and deficiencies. For every deficiency identified in the Report, devise one or more method of correction.
- 6. For every correction project a prioritized schedule for the work and an estimate budget indexed for Prince George, BC.
- 7. Rank and prioritize all deficient conditions, associated correction projects and information concerning building systems and deficiency.
- 8. Provide digital photograph documentation of individual buildings and each identified deficiency that is linked to the building.
- 9. Establish a building component depreciation analysis to forecast renewal investment rates required to maintain facilities over time.
- 10. The assessment should generate a 5 Year Facility Condition Index (FCI), using the following point system analysis FCI for each building.
 - 0 to 10% Good Condition
 - 11% to 20% Fair Condition
 - 21% to 50% Poor Condition
 - >50% Prohibitive to Repair

Proponent shall supply an example of a Facility Condition Assessment and Life Cycle Report from past work or an example of what they see the format consisting of.

All documents related to the project will be provided to the Regional District in hard copy and an electronic format. Any drawings will be in an AutoCAD 2007 or higher format. All text documents will be in a Microsoft Word and PDF format. All table documents will be in a Microsoft Excel xlsx format.

Facility Condition Assessment and Life Cycle Report Layout

The Facility Condition Assessment and Life Cycle Report layout will be in a format as presented by the Regional District to the successful proponent in order to remain consistent with previous report formats.



The Condition Rating and Risk of Failure

Each recommendation in the Facility Condition Assessment will include a Condition Rating which will be based on the remaining useful life of the building system. To keep all of the Regional District's reports consistent, the following table will be used for rating and definitions:

Condition Rating (Risk of Failure)		
Rating	Definition	
Very Poor/Critical	Component has either failed or is at risk of failing imminently. Repair/replacement should be undertaken within the current year.	
Poor	Component exhibits significant deterioration/deficiencies and/or has significant issues reported by client/building staff. Repair or replacement is anticipated within 1 to 2 years.	
Fair	Component exhibits minor deficiencies and/or has issues reported by client/building staff. Additionally, items that have exceeded or will exceed their useful life during the evaluation period. Repair or replacement is recommended within 3 to 5 years.	
Good	Components that do not exhibit deficiencies and do not have significant issues reported by client/building staff. Repair or replacement is typically recommended in alignment with component lifecycle within 6 to 10 years.	
Very Good	Components that do not have significant deficiencies and do not have any lifecycle replacement events recommended within 10 years.	

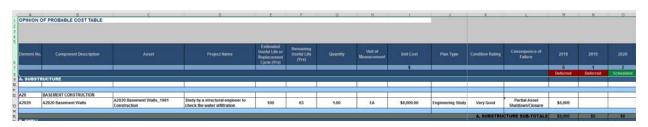
Consequence of Failure

To apply a consistent scoring across the entire Regional District portfolio, a Consequence of Failure rating for the systems assessed is to be used. The ASTM Uniformat II Level 3 system classification was used in developing the rating.

Consequence of Failure Rating		
Rating	Definition	
Full Asset	Failure of the system/component would result in a full asset shutdown or closure	
Shutdown/Closure	until repair or replacement is completed.	
Partial Asset	Failure of the system/component would result in a partial asset shutdown or	
Shutdown/Closure	closure until repair or replacement is completed.	
Program	Failure of the system/component would result in an inability to deliver the	
Interruption	expected program to users/occupants	
Nuisance	Failure of the system/component would result in a nuisance to users/occupants.	
None	No material impact associated with asset failure	

Probable Cost Table

To apply a consistency across the entire Regional District a portfolio, a 20-Year Probable Costs table is to be used. The format below is to be followed





Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 16 of 33

Other Criteria

At the Proponents discretion.

Timelines

The desired schedule is as follows:

Issue RFP

Questions will be entertained until

Proposal due Date

Selection of Proponent

Completed reports delivered to RD

January 31, 2023
February 21, 2023
February 28, 2023
March 23, 2023
July 31, 2023

The work plan is to include a schedule of the Proponents project tasks, milestones, sequence of tasks and details concerning implementation and completion dates for each task.

Reference Materials

Proponents will be fully responsible for determining, acquiring and reviewing resource and reference materials required to complete the work.

The Regional District will provide access to all available information, data and resources where available including:

- Staff knowledge;
- Technical support information, design drawings, equipment specifications;
- Existing building design drawings; and,
- Building Condition Assessment reports, where available.

Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 17 of 33

Appendix "D" SCHEDULE OF PRICES

SERVICE	AMOUNT (GST EXTRA)
Facility condition assessment & life cycle reports for all Buildings listed in Appendix "E"	\$
Facility condition assessment & life cycle reports for all Parks listed in Appendix "E"	
Facility condition assessment & life cycle reports for all Transfer Stations & Landfill listed in Appendix "E"	
Facility condition assessment & life cycle reports for Huble Homestead Historic Site listed in Appendix "E"	
TOTAL	



Appendix "E" FACILITY LIST

REGIONAL DISTRICT BUILDINGS

FACILITY	LOCATION	DISTANCE (KM) FROM RD OFFICE
Main Office Building	155 George Street	0
Public Safety Operations Building	2259 Quinn Street	5
Bear Lake Ambulance Station & Maintenance Building	330 Hart Lake Rd, Bear Lake	75
Bear Lake Community Hall	461 Hart Lake Rd, Bear Lake	75
Miworth Community Hall	13510 Flint Rd	21
Miworth Skating Rink	1225 Lindsay Rd	20
Nukko Lake Community Hall	24385 Chief Lake Rd	34
Sinclair Mills Community Hall	37832 Upper Fraser Rd	95
Huble Homestead Caretaker House	Mitchell Rd	44

Name:	Regional District Office Building
Location:	155 George Street, Prince George
Current Use:	Offices and Board Room
Approximate Size (SQ FT):	27,934
Year Built:	2000
Renovation:	2023



Name:	Public Safety Operations Building
Location:	2259 Quinn Street, Prince George
Current Use:	Backup Regional Fire Dispatch Centre
Approximate Size (SQ FT):	2,500
Year Built:	2021
Renovation:	N/A



Name:	Bear Lake Ambulance Station
Location:	330 Hart Lake Rd, Bear Lake
Current Use:	Ambulance Station
Approximate Size (SQ FT):	2,168
Year Built:	1997
Renovation:	



Name:	Bear Lake Maintenance Building
Location:	320 Hart Lake Rd, Bear Lake
Current Use:	Maintenance Building
Approximate Size (SQ FT):	878 + 240
Year Built:	1998
Renovation:	





Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 19 of 33

Name:	Bear Lake Community Hall
Location:	461 Hart Lake Rd, Bear Lake
Current Use:	Community Hall
Approximate Size (SQ FT):	4,272
Year Built:	1985
Renovation:	2007



Name:	Miworth Community Hall & Skating Rink
Location:	13510 Flint Rd, Prince George
Current Use:	Community Hall
Approximate Size (SQ FT):	2,048
Year Built:	1987
Renovation:	2021



Name:	Nukko Lake Community Hall
Location:	24385 Chief Lake Rd, Prince George
Current Use:	Community Hall
Approximate Size (SQ FT):	3,302
Year Built:	1997
Renovation:	2022



Name:	Sinclair Mills Community Hall
Location:	37832 Upper Fraser Rd, Prince George
Current Use:	Community Hall
Approximate Size (SQ FT):	2,165 + 2136
Year Built:	1992
Renovation:	2017



Name:	Huble Homestead Caretaker House
Location:	Mitchell Rd, Prince George
Current Use:	Unoccupied
Approximate Size (SQ FT):	784
Year Built:	1989
Renovation:	2017





REGIONAL DISTRICT PARKS

FACILITY	LOCATION	DISTANCE (KM) FROM RD OFFICE
Berman Lake Regional Park	Norman Lake Rd	48
Cedarside Regional Park	Little Cranberry Lake, Valemount	295
George Hicks Regional Park	Swift Creek, Valemount	291
Harold Mann Regional Park	Upper Fraser Rd	46
Koeneman Regional Park	McBride	210
Kristian Winther Regional Park	Hart Hwy, 97 North	26
McMillan Regional Park	Hoferkamp Rd	5
Ness Lake Regional Park	Chief Lake Rd	34
Wilkins Regional Park	Wilkins Rd	20



Regional District Parks – structures and equipment

	Berman Lake	Cedarside	George Hicks	Harold Mann	Koeneman	Kristian Winther	McMillan Creek	Ness Lake	Wilkins
Construction date	1979	1993	1984	1982	1982	2003	1986	1976	1979
Gate	2	1	n/a	1	n/a	1	n/a	1	1
Entrance Signage	✓	✓	✓	√	✓	✓	✓	✓	√
Picnic tables	8	5	5	8	11	5	1	11	15
Benches	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	7
Outhouses	3	2	2	2	3	2	3	2	4
Garbage Container	2	2	1	2	2	2	2	3	4
Recycling Container	2	1	1	1	1	1	1	1	2
Fire Pit	7	5	n/a	4	7	3	n/a	11	2
Firewood Corral	2	1	n/a	1	1	1	n/a	1	2
Change House	1	n/a	n/a	2	n/a	n/a	n/a	2	n/a
Log Rail Fence/Fence	5	2	1	1	1	2	1	3	13
Picnic Shelter	n/a	n/a	n/a	1	1	1	n/a	1	1
Wood Stove	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1
Parking Area	2	1	1	1	2	1	2	1	3
Canoe Launch	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Boat Launch	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1
Traffic Barriers	n/a	3	n/a	n/a	7	2	3	n/a	5
Wooden Bridge	3	n/a	2	n/a	n/a	n/a	n/a	n/a	4
Viewing Platform	n/a	n/a	2	n/a	n/a	n/a	n/a	n/a	n/a
Heritage Building	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a
Horse Corrals	n/a	n/a	n/a	n/a	2	n/a	n/a	n/a	n/a
Horse Ties	n/a	n/a	n/a	n/a	2	n/a	n/a	n/a	n/a



REGIONAL TRANSFER STATIONS AND LANDFILL

FACILITY	LOCATION	DISTANCE (KM) FROM RD OFFICE
Bear Lake Regional TS	Hall Rd, Bear Lake	75
Berman Lake Regional TS	Norman Lake Rd	47
Buckhorn Regional TS	Buckhorn Lake Rd	18
Chief Lake Regional TS	Ness Lake Rd	30
Cummings Rd Regional TS	Alpine Drive	18
Dunster Regional TS	Dunster Station Rd	237
Foothills Boulevard Regional Landfill	6595 Foothills Blvd	12
Hixon Regional TS	Hixon Creek Rd	63
Mackenzie Regional TS	Dump Rd, Mackenzie	181
McBride Regional TS	NW Frontage Rd, McBride	208
McLeod Lake TS	Hart Hwy, 97 North	134
Miworth Regional TS	Miworth Rd	17
Shelley Regional TS	Refuse Rd	13
Summit Lake Regional TS	Barney Rd, Summit Lake	46
Valemount Regional TS	Highway 5	289
Vanway Regional TS	Broddy Rd	9
West Lake Regional TS	Blackwater Rd	25
Willow River Regional TS	Upper Fraser Rd	35



Regional Transfer Stations and Landfill – structures and equipment

	Bear	Berman	Buckhorn	Chief	Cummings	Dunster	Hixon	Mackenzie	McBride
	Lake	Lake	0004	Lake	Rd	1007	1000	0004	0000
Construction date	2000	2000	2004	1997	2022	1997	1998	2021	2003
Swing Arm Gate	n/a	√	√	✓	√	n/a	n/a	√	n/a
Chain Link Gate	1	1	2	1	3	n/a	1	1 1	2
Rolling CL Gate	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1
Chain Link Fence	✓	✓	✓	✓	✓	n/a	✓	n/a	✓
Electric Fence	n/a	n/a	n/a	n/a	✓	n/a	n/a	✓	n/a
Entrance Signage metal	n/a	n/a	✓	n/a	n/a	✓	n/a	n/a	n/a
Transtor Bins	2	2	n/a	2	n/a	n/a	2	n/a	5
PL6 Bins	n/a	n/a	8	n/a	n/a	4	n/a	n/a	n/a
Roll Off Bins	1	n/a	n/a	n/a	7	n/a	1	n/a	2
Concrete Bin Wall	✓	✓	n/a	✓	✓	n/a	✓	n/a	✓
Bin Railings	n/a	n/a	n/a	n/a	✓	n/a	n/a	n/a	✓
Traffic Barriers	✓	✓	n/a	✓	✓	n/a	✓	✓	✓
Storage Shed	n/a	n/a	n/a	n/a	✓	n/a	n/a	n/a	✓
Used Oil Shed	n/a	n/a	n/a	n/a	✓	n/a	n/a	✓	✓
Swap Shed	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓	✓
Tool/Implement Shed	n/a	n/a	n/a	n/a	✓	n/a	n/a	✓	✓
Pole Shed Storage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Sea-Can Storage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Cardboard Compactor	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓	✓
Caretaker building	n/a	n/a	n/a	n/a	✓	n/a	n/a	n/a	n/a
Vehicle Scales	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓	n/a
Scalehouse	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓	n/a
Staff Trailer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Office Trailer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	√	√
Asphalt Pad	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Concrete Pad	n/a	n/a	n/a	n/a	n/a	n/a	n/a	√ 2	✓
Yard Lights	n/a	√	√	√ ·	√ · · · · · · · · · · · · · · · · · · ·	n/a	n/a	<u>−</u>	√
Swipe Card Kiosk	n/a	n/a	n/a	n/a	√	n/a	n/a	n/a	n/a
Payment Kiosk	n/a	n/a	n/a	n/a	√	n/a	n/a	n/a	n/a
LFG Extraction Plant	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LFG Lift Station	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a



	McLeod	Miworth	Shelley	Summit	Valemount	Vanway	West	Willow	Foothills
	Lake			Lake			Lake	River	Landfill
Construction date	2000	2001	1999	1999	1996	2001	1997	1998	1994
Swing Arm Gate	n/a	n/a	✓	n/a	✓	n/a	✓	✓	✓
Chain Link Gate	n/a	n/a	2	n/a	1	2	1	1	4-5
Rolling CL Gate	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1
Chain Link Fence	n/a	✓	✓	n/a	✓	✓	✓	✓	✓
Electric Fence	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Entrance Signage metal	n/a	✓	n/a	n/a	✓	n/a	n/a	n/a	✓
Transtor Bins	2	n/a	3	1	5	n/a	2	2	n/a
PL6 Bins	n/a	4	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Roll Off Bins	n/a	n/a	2	n/a	2	n/a	n/a	n/a	6
Concrete Bin Wall	✓	n/a	✓	✓	✓	✓	✓	✓	✓
Bin Railings	n/a	n/a	✓	n/a	✓	✓	n/a	n/a	✓
Traffic Barriers	✓	n/a	✓	✓	✓	✓	✓	✓	✓
Storage Shed	n/a	n/a	n/a	n/a	✓	✓	n/a	n/a	✓
Used Oil Shed	n/a	n/a	n/a	n/a	✓	✓	n/a	n/a	✓
Swap Shed	n/a	n/a	✓	n/a	✓	n/a	n/a	n/a	n/a
Tool/Implement Shed	n/a	n/a	n/a	n/a	✓	✓	n/a	n/a	✓
Pole Shed Storage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓
Sea-Can Storage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓
Cardboard Compactor	n/a	n/a	n/a	n/a	✓	n/a	n/a	n/a	n/a
Caretaker Building	n/a	n/a	✓	n/a	n/a	n/a	n/a	n/a	n/a
Vehicle Scales	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	√2
Scalehouse	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓
Staff Trailer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓
Office Trailer	n/a	n/a	n/a	n/a	✓	✓	n/a	n/a	✓
Asphalt Pad	n/a	n/a	n/a	n/a	n/a	✓	n/a	n/a	√ 2
Concrete Pad	n/a	n/a	n/a	n/a	n/a	below bins	n/a	n/a	below bins
Yard Lights	n/a	✓	√	n/a	✓	✓ ·	√	√	√
Swipe Card Kiosk	n/a	n/a	n/a	n/a	n/a	✓	n/a	n/a	n/a
Payment Kiosk	n/a	n/a	n/a	n/a	n/a	✓	n/a	n/a	n/a
LFG Extraction Plant	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	√
LFG Lift Station	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	√
Compost Lagoons	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	√
Lock Block Walls	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	✓



HUBLE HOMESTEAD HISTORICAL SITE

STRUCTURE	CONSTRUCTION DATE	HERITAGE DESIGNATION
Giscome Portage Animal Shelter	Circa 1915	Yes
Huble House & Kitchen	1912 & 1986	Yes
Salmon Valley Post Office	1920s	Yes
Seebach Cabin	1930s	n/a
Staff Cabin	1930s	n/a
Welcome Barn	1987	n/a
Animal Barn	1988	n/a
Warehouse	1988	n/a
Blacksmith Shop	1990s	n/a
Flat Roof Cabin	1993	n/a
Chicken / Rabbit Pens	1994 & 2022	n/a
Meat Cache	1994	n/a
General Store	1997	n/a
Lheidli T'enneh Fish Camp	2005	n/a
Root Cellar (rebuilt)	2009	n/a
Implement Shed	2014	n/a
Picnic Shelter	2014	n/a
4 pit privies	2021	n/a
Back Storage Shed	?	n/a



Giscome Portage Animal Shelter



Huble House & Kitchen



Salmon Valley Post Office



Seebach Cabin



Staff Cabin



Welcome Barn





Animal Barn



Warehouse



Blacksmith Shop



Flat Roof Cabin



Chicken / Rabbit Pens



Meat Cache



General Store



Lheidli T'enneh Fish Camp



Root Cellar



Implement Shed



Picnic Shelter



Pit Privy



Appendix "F" SAMPLE SERVICE AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local Government incorporated pursuant to the *Local Government Act* and having its business office located at: 155 George Street Prince George, BC, V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND

THE CONSULTANT

A company duly incorporated under the laws of British Columbia and having its business office located at: Street Address
City, Province, Postal Code

(hereinafter called the "Consultant")

OF THE SECOND PART

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

 SCOPE OF SERVICES: The Regional District requires Services as proposed by the Consultant in their Proposal in response to Request For Proposal FS-23-01 Facility Condition Assessment and Life Cycle Report – Regional District Buildings & Facilities that may include, but are not limited to, the following:

(To be finalized as per accepted proposal)

- 1. A summary of the inspection and analysis.
- 2. ASTM Uniformat II Level 3 Classification for Building Elements will be used
- 3. A description of each item inspected will include the condition, the quantity, the replacement cost and the remaining useful life
- 4. Identification and inventory of facility equipment and infrastructure components:
 - 4.1. a comprehensive 20-Year Probable Costs table for deferred and proposed capital renewals (Microsoft Excel xlsx format) describing facility infrastructure asset and equipment, indicating information, estimated useful life or replacement, remaining life, quantity, unit cost, plan type, condition rating, consequence of failure, replacement year and cost at current value. See example below.
- 5. An assessment of the existing deferred maintenance and deficiencies. For every deficiency identified in the Report, devise one or more method of correction.
- 6. For every correction project a prioritized schedule for the work and an estimate budget indexed for Prince George, BC.
- 7. Rank and Prioritize all deficient conditions, associated correction projects and information concerning building systems and deficiency.
- 8. Provide digital photograph documentation of individual buildings and each identified deficiency that is linked to the building.
- 9. Establish a building component depreciation analysis to forecast renewal investment rates required to maintain facilities over time.



Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 28 of 33

10. The assessment should generate a 5 Year Facility Condition Index (FCI), using the following point system analysis FCI for each building.

The terms of this Service Agreement will come into effect on the execution of the Service Agreement and will remain in force until the Work is completed. Services will commence upon award and signing of this Service Agreement. A start date for the commencement of the outlined services will be mutually agreed upon by the Regional District and the Consultant.

2. DELIVERABLES

The Regional District will become the sole owner of the materials provided as a deliverable of the Service Agreement. All documents related to the Service Agreement shall be provided to the Regional District in hard copy and an electronic format. All drawings will be in an AutoCAD 2007 or higher format. All text documents will be in a Microsoft Word and PDF format. All table documents will be in a Microsoft Excel xlsx format.

- 3. **DURATION OF SERVICE AGREEMENT:** The duration of the Service Agreement will be from 12:01 a.m., on the execution of the Service Agreement and will conclude upon completion of the project.
- 4. **TERM AND TERMINATION:** The term of this Agreement shall commence on March 23, 2023 and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The Consultant or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.
- 5. NOTICE OF DEFAULT: If the Consultant is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Consultant, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.
 - 5.1 The Regional District shall compensate the Consultant for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Consultant in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Consultant prior to the termination of the Agreement, will be provided to the Regional District within ten (10) business days of the termination date.
- 6. **SCHEDULE OF PRICES:** The Consultant will be compensated for its Services. See Schedule Below (To be Completed as per the accepted Proposal)

SERVICE	AMOUNT (GST EXTRA)
	\$

- 6.1 The Regional District shall pay to the Consultant, within thirty (30) days of receipt of an invoice from the Consultant, the amount owing for the Services performed to the date of the invoice. All invoices from the Consultant must reference FS-23-01 Facility Condition Assessment and Life Cycle Report Regional District Buildings and Facilities.
- 6.2 Where the Regional District has established a milestone date for the performance or completion of certain of the Services, and the Consultant has not completed the Services in accordance with the milestone date, then the Regional District shall not be obligated to pay the Consultant under this section until the Consultant has completed the milestone event.

Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 29 of 33

- 6.3 Where the Regional District is not satisfied with the Services provided by the Consultant, the Regional District may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the Regional District by other persons.
- 7. STANDARD OF CARE: The Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality under similar conditions. This includes ensuring that any Qualified Professionals have acquired sufficient knowledge of the work to be completed and are properly qualified to complete such work. All deliverables will include the seal, or equivalent, and signature of the Qualified Professional and include a disclosure statement that the individual(s) is qualified to undertake the Work.
- **8. INDEPENDENT CONTRACTOR:** The Consultant shall be fully independent and shall not act as an agent or employee of the Regional District. The Consultant shall be solely responsible for its employees, and any subcontracts the Consultant lets, and for their compensation, benefits, contributions, and taxes, if any.
- **9. INSURANCE:** The Consultant shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Service Agreement term, the following insurances with insurers licensed in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Consultant will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of this Service Agreement:
 - i. Commercial General Liability (CGL), written on an occurrence based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
 - Prior to execution of a Service Agreement, the Consultant will supply a Certificate of Insurance demonstrating coverage requirements as listed above.
 - ii. Where the Contractor requires the use of automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
 - iii. Equipment insurance on all equipment owned or rented by the Consultant is to be insured to its full insurable value. The Consultant hereby agrees that the Regional District is not responsible for any costs for loss or repair of equipment used by the Consultant other than those costs already provided in the Schedule of Prices herein.

The Consultant shall ensure that all sub-contractors forming from this Service Agreement meet and are bound by the insurance requirements outlined above.

10. WORKSAFE: The Consultant will ensure that all work performed in British Columbia by the Consultant is performed in compliance with the British Columbia *Workers Compensation Act* and regulations and guidelines under this *Act*. If the Consultant does not comply with this requirement, the Regional District may terminate this Service Agreement for cause without prior notice to the Consultant.

The Consultant must be registered and in good standing at all times with WorkSafeBC, or an equivalent Provincial Authority, if required or permitted under the Act and shall maintain such good standing during



Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 30 of 33

the term of this contract and any subsequent extensions. It is the responsibility of the Consultant to determine their registration status. Prior to commencing the project, the Consultant will be required to supply a Clearance Letter that the Consultant is in good standing with WorkSafeBC, or an equivalent Provincial Authority. The Regional District may request a Clearance Letter at the conclusion of the Project demonstrating the Consultant has maintained its good standing through the Project period and payments are current.

When requested to do so by the Regional District, the Consultant will provide an Occupational Health & Safety Plan and any supporting procedures and records pertaining to the Work under the Service Agreement.

- **11. INDEMNITY:** The Consultant shall release, indemnify, defend and save harmless the Regional District, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the Consultant's breach of this Agreement or the negligent acts or omissions of the Consultant or its employees, contractors or agents.
- 12. CHANGES: The Regional District may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the Consultant's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the Regional District shall increase the amount of the service fee payable under the Schedule of Prices section of this Agreement by an amount agreed upon by the Consultant or, where the parties are unable to agree, as settled in accordance with the Dispute Resolution section of this Agreement.
- **NOTICE:** Any notices related to this Agreement shall be in writing and either mailed or delivered to the address on Page 1 of this Agreement, or other such addresses that either the Regional District or the Consultant may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.
- 14. FORCE MAJEURE: if either the Consultant or the Regional District are prevented from performing their obligations under the Agreement, or where the Regional District's work in respect of which the Consultant is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Consultant and the Regional District under the Agreement shall be suspended for so long as the conditions constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Consultant a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Consultant or, if the Regional District and the Consultant are unable to reach agreement, as determined by the dispute resolution process under Section 18 of the Agreement. Where, as a result of Force Majeure, there is a material increase in the Consultant's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Consultant under Section 6 of this Agreement, as may be agreed by the Consultant or as determined under Section 18 of the Agreement. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Consultant is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Consultant in accordance with Section 5.1 of this Agreement.
- **15. INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to the Consultant by the Regional District will be returned to the Regional District upon completion of the Services. The Consultant may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or



Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 31 of 33

furnished by the Consultant under this Agreement are instruments of service. The Consultant may retain one (1) copy of all documents produced for the Regional District under this Agreement.

- **16. REGIONAL DISTRICT'S RESPONSIBILITIES:** The Regional District agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the Regional District with the Consultant.
 - 16.1 The Regional District shall release, indemnify, defend, and save the Consultant harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the Regional District's breach of this Agreement; (ii) the negligent acts or omissions of the Regional District or its employees, contractors, or agents.
- 17. ASSIGNMENT AND SUBCONTRACTING: This Agreement does not create any right or benefit in anyone other than the Regional District and the Consultant and shall not be assigned by either party without the prior written approval of the other party.
- 18. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the Consultant and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Consultant and the Regional District. If such negotiations are unsuccessful, the Consultant and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Consultant and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute can not be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.
- 19. WAIVER OF TERMS AND CONDITIONS: The failure of either the Consultant or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the Consultant or the Regional District of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
- **20. SEVERABILITY:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
- **21. GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
- **22. ENTIRE AGREEMENT:** The terms and conditions set forth herein and RFP FS-23-01 and the Consultant's Proposal submission constitute the entire understanding and agreement of the Consultant and the Regional District with respect to the Services and Work to be completed. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Consultant agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.
- 23. **RELATIONSHIP:** The legal relationship between the Consultant and the Regional District shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.
 - 23.1 This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.



Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 32 of 33

The Regional District and the Consultant have caused this Agreement to be executed by their respective duly authorized representatives.

REGIONAL DISTRICT OF FRASER-FORT GEORGE

General Manager of Financial Services	Date
[PROPONENT NAME]	
Signature	Signature
Name	Name
Title	Title
Date	Date



Request for Proposals FS-23-01 Facilities Condition Assessment and Life Cycle Report Regional District Buildings & Facilities Page 33 of 33

Appendix "G" CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

FS-23-01 – Facilities Condition Assessment and Life Cycle Report – Regional District Buildings and Facilities

Pr	oponent Name:
	e Proponent, including its officers, employees, and any person or other entity working on behalf of or conjunction with, the Proponent on this Procurement Process:
	is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
	has not, and will not, participate in any improper procurement practices that can provide the Vendor with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
	has an actual, perceived or potential conflict of interest regarding this procurement process as result of:
Sta	ate reason(s) for Conflict of Interest:
	signing below, I certify that all statements made on this form are true and correct to the best of my owledge.
Siç	gnature of Person Making Disclosure
Pri	int Name of Person Signing Disclosure Date Signed