



REGIONAL DISTRICT of Fraser-Fort George

FACILITIES CONDITION ASSESSMENT AND LIFE CYCLE REPORT #2 – Regional District Fire Halls

REQUEST FOR PROPOSALS DS-19-02

Prepared by:
Regional District of Fraser-Fort George



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REQUEST FOR PROPOSALS DS-19-02
FACILITY CONDITION ASSESSMENT AND LIFE CYCLE REPORT #2 - REGIONAL DISTRICT FIRE HALLS

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FACILITY CONDITION ASSESSMENT AND LIFE CYCLE REPORT #2 - REGIONAL DISTRICT FIRE HALLS

1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George seeks Proposals from experienced architectural and engineering professionals to complete Facility Condition Assessment and Life Cycle Reports for 12 Regional District owned Fire Hall facilities

The Regional District will accept Proposals submitted by mail or by direct delivery 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 August 21, 2019.

The Proponent will be competent and capable of undertaking the Project. The Proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

Request for Proposals Documents may be obtained on or after July 24, 2019:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca , or
- B) On the BCBid website @ www.bcbid.gov.bc.ca.

It is the sole responsibility of the Proponent to ascertain that they have received a complete copy of this RFP and any addendums. Upon submission of their Proposal, the Proponent will be deemed conclusively to have been in possession of a complete copy of this RFP and any addendums.

All inquiries relating to this RFP must be submitted by email no later than August 16, 2019 and must have a subject line reading "**RFP DS-19-02 Facility Condition Assessment and Life Cycle Report #2 - Regional District Fire Halls.**" **Inquiries are to be directed to:**

Blaine Harasimiuk, Manager of Inspection Services and Sustainability Practices
(Project Manager)
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Telephone: 250-960-4400

bharasimiuk@rdffg.bc.ca

2.0 PURPOSE, OBJECTIVE AND INTENTION

The Regional District of Fraser-Fort George (the Regional District) currently maintains approximately 70 facilities which include heritage, public safety, administration, solid waste, community and recreational buildings as well as public water and sewer systems. The facilities are currently maintained by the various departments that operate within them. The Regional District is in the process of implementing an Asset Management Program and has identified the need to undertake assessments of its assets. As an initial step the Regional District is looking for qualified Proponents to provide proposals on undertaking Facility Condition Assessment and Life Cycle Reports for 12 of our Regional District owned Fire Hall facilities. A brief description of the facilities is in Appendix B.

The Regional District seeks Proposals from experienced architectural and engineering professionals to complete this project.

These Reports will be used to develop future financial and operational plans for the maintenance, upgrade, repair and replacement of building components and to extend the life expectancy of building assets and will also form the foundation for future asset condition assessments.

Proposal submission will be evaluated on a best value basis so proponents are encouraged to provide proposals that demonstrate practical and cost effective solutions. As this is a Request for Proposal process the Regional District will also consider proposals that provide a range of solutions at a range of costing. Proponents choosing to provide a range of options should be prepared to describe the value proposition of each option presented.

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPONENTS

3.1 Discrepancies of Omissions

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part herein, should immediately request, in written form, either by mail or email, clarification from the Project Manager. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions, will be done at the Proponent's risk.

3.2 Proposal Submissions

The Regional District will accept Proposals submitted by mail or by direct delivery 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 August 21, 2019.

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 unopened to the Proponent.

Submissions directly delivered to the Regional District Main Office will be a Hard Copy. Hard Copy submissions should include three (3) complete Proposal copies. Direct deliveries must be sealed in an envelope/package marked “**RFP DS-19-02 Facility Condition Assessment and Life Cycle Report #2 - Regional District Fire Halls. - Attention General Manager of Financial Services.**” The responding organization or individual must have their name and full mailing address clearly marked on the outside of the proposal envelope/package and on the outside of the courier envelope. (if sending by courier).

Hard Copy Proposals are to be sent to:

General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George BC V2L 1P8

To be considered, proposals must be signed by an authorized signatory of the Proponent. By signing the Proposal, the Proponent is bound to statements made in response to this Request for Proposals (RFP). Any proposal received by the Regional District that is unsigned will be rejected.

The accuracy and completeness of the Proposal is the Proponent's responsibility. Should errors be discovered, they will be corrected by the Proponent at their expense.

Proposals not submitted in accordance with these instructions or not complying with the requirements in this RFP may be rejected.

3.3 Regional District's Right to Reject Proposal

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect, or fails in some way to comply with the requirements of this RFP which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect and accept the Proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

Proponents must disclose to the Regional District where it is known that a director, officer, principal, partner, senior management employee, shareholder or owner of the proponent (or 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 is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the discretion to reject any proposal submitted by a proponent, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent (or 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 is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any proposal submitted by a Proponent who is, or whose principals are, at the time of proposing, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

4.0 CLAIM FOR COMPENSATION

No proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a proposal, a proponent agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing their Proposal for matters relating to this RFP or in respect of the competitive proposal process, and the Proponent, by submitting a proposal, waives any claim for loss of profits if a contract is not entered into with the Proponent.

5.0 PROOF OF ABILITY

Only qualified and experienced professionals will be considered for the Project. The successful proponent will be expected to provide services in accordance with a standard care, skill and diligence maintained by a person or firm providing the services described herein.

Throughout the evaluation process, the Regional District, in its sole discretion, may request additional written clarification and/or supplemental information from proponents as part of the evaluation process.

5.1 References

Proponents should identify a minimum of three (3), preferably local government, clients for which the Proponent has provided similar services to in the last five (5) years, complete with the name of the organization's representative and contact information.

6.0 PAYMENT

6.1 Price

All prices for the Project, including supply and delivery, shall be stated in Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be included in the Proposal but are to be listed separately. The price must be open for acceptance for sixty (60) days.

6.2 Total All Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the work for the Project as described in this RFP. The Proponent's price is to contain the price for the Project as well as all direct and indirect costs including all reimbursable expenses.

In the event that invoices are rendered that are in excess of the fees quoted in the final signed Service Agreement, payment will not be made unless the additional deliverables have been negotiated with and accepted by the Regional District in advance of the completion of the work.

7.0 PROPOSAL FORMAT

Proponents are asked to format their Proposals in the following format and sequence with all pages consecutively numbered. This format is to be followed to provide consistency in proposals and to ensure each proposal receives full and complete consideration.

- a) Title page, including RFP title and number, Proponent's name and address, telephone number, fax number, email address, website (if applicable), and the name of the Proponent's representative.
- b) One page Letter of Introduction SIGNED by the authorized signatory of the Proponent which will bind the statement(s) made in the Proposal and includes a disclosure statement that the firm/individual is qualified to undertake the Work.
- c) Table of Contents including page numbers.
- d) An Executive Summary of the key features of the Proposal.
- e) Experience and qualifications for individual or individuals who will be involved in the Project.

- f) Three (3) references with complete contact information for the supply and delivery of a similar project. Proponents can include similar Reports that have been completed for other Local Governments.
- g) Methodology/Work Plan: The Proponent shall provide details on how the deliverables will be met. Alternate methodologies will also be considered.
- h) Schedule: Provide an implementation schedule with project tasks, sequence of tasks, milestones and details concerning implementation and completion of each task.
- i) Additional information that the Proponent may choose to provide.
- j) Schedule of Prices.

8.0 SERVICE AGREEMENT

8.1 Form of Service Agreement

Appendix "D" is the form of the Service Agreement the successful Proponent will be required to execute. RFP call documents, all appendices, amendments and addenda to the RFP and the accepted Proposal will be considered as included in the Service Agreement.

All Proponents will review and consider the requirements within the Service Agreement and will be required to meet those requirements if they are the successful Proponent. Proponents submitting a Proposal are agreeing that they will meet these requirements.

8.2 Award of Service Agreement

The successful proponent will be notified of acceptance of its proposal by notification, in writing, delivered to the address on the Proposal. No other communication will constitute acceptance of any proposal.

All proponents will be advised, in writing, as to the awarding of the Service Agreement.

9.0 LAWS OF BRITISH COLUMBIA

Any service agreement resulting from this RFP will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

10.0 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.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for unsuccessful proponents, upon request to review the unsuccessful proponent's submission, subject to the *Freedom of Information and Protection of Privacy Act*.

11.0 INTELLECTUAL PROPERTY RIGHTS

The Regional District will become the owner of the materials requested and provided as defined as deliverable under this RFP.



12.0 ACKNOWLEDGEMENT LETTER

Upon receipt of these documents, potential proponents are encouraged to sign, scan and email a copy of the Acknowledgement Letter (Appendix D) to the attention of Mr. Blaine Harasimiuk, Regional District of Fraser-Fort George. bharasimiuk@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 may not be provided or have access to any amendments or addenda to the RFP call.

13.0 PROJECT MANAGER

All questions concerning RFP are to be directed in writing to the Project Manager, Blaine Harasimiuk.

Email: bharasimiuk@rdffg.bc.ca

Questions will be entertained from July 24, 2019 to August 16, 2019.

APPENDIX A – 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 listed under Appendix B. 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 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 included 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 Uniformat II Level 3 system classification was used in developing the rating.

Consequence of Failure Rating	
Rating	Definition
Full Asset Shutdown/Closure	Failure of the system/component would result in a full asset shutdown or closure until repair or replacement is completed.
Partial Asset Shutdown/Closure	Failure of the system/component would result in a partial asset shutdown or closure until repair or replacement is completed.
Program Interruption	Failure of the system/component would result in an inability to deliver the 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

Element No.	Component Description	Asset	Project Name	Estimated Useful Life or Replacement Cycle (Yrs)	Remaining Useful Life (Yrs)	Quantity	Unit of Measurement	Unit Cost	Plan Type	Condition Rating	Consequence of Failure	2018	2019	2020
								\$				0	1	2
												Deferred	Deferred	Scheduled
A. SUBSTRUCTURE														
A20	BASEMENT CONSTRUCTION	A2020 Basement Walls_1981 Construction	Study by a structural engineer to check the water infiltration	100	63	1.00	EA	\$8,000.00	Engineering Study	Very Good	Partial Asset Shutdown/Closure	\$8,000		
A. SUBSTRUCTURE SUB-TOTALS:												\$8,000	\$0	\$0

Other Criteria

At the Proponents discretion.

Timelines

The desired schedule is as follows:

Issue RFP	July 24, 2019
Questions will be entertained until	August 16, 2019
Proposal due Date	August 21, 2019
Selection of Proponent	September 19, 2019
Completed reports delivered to RD	January 22, 2020

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.

APPENDIX B – FACILITY LIST

FACILITY	LOCATION	DISTANCE (KM) FROM PRINCE GEORGE
Bear Lake Volunteer Fire Department / Commission Office	353 Grizzly Ave, Bear Lake	74
Beaverly Fire Rescue	12615 Highway 16 W, Prince George	20
Buckhorn Volunteer Fire Department	5645 Buckhorn Lake Rd, Prince George	20
Ferndale/Tabor Volunteer Fire Department	16315 Giscome Rd, Prince George	18
McBride District Volunteer Fire Department	875 SW Frontage, McBride	208
Ness Lake Volunteer Fire Department	9770 Lakeside Dr, Prince George	34
Pilot Mountain Volunteer Fire Department	9070 Syms Rd, Prince George	16
Pineview Volunteer Fire Department	8535 Pooley Rd, Prince George	14
Red Rock/Stoner Volunteer Fire Department	4030 Red Rock E, Prince George	30
Salmon Valley Volunteer Fire Department	5155 Salmon Valley Rd, Prince George	28
Shell-Glen Volunteer Fire/Rescue Department	3985 Shelley Rd, Prince George	15
Valemount and District Volunteer Fire Department	1380 5th Ave, Valemount	290

APPENDIX C – EVALUATION OF PROPOSALS

All proposals will be evaluated by the Regional District to assess the qualifications and capabilities of proponents to meet the minimum standards specified in this RFP and to determine which proposal offers the best value to the Regional District.

The proposals will be evaluated on criteria which will include the Proponent's qualifications and experience, work plan, contract price, supply, delivery and dates. The Proposal should be clear, concise, and complete.

The following proposal evaluation methodology will be used to evaluate the proposals received:

	CRITERIA	WEIGHT	SCORE OUT OF 100	WEIGHTED SCORE
A.	Proponent's Qualifications and Experience <ul style="list-style-type: none"> • the length and quality of experience Qualified Professional undertaking the review and preparing recommendations • the firm's/individual's experience in doing similar projects • references 	25%		
B.	Proposed Methodology/Work Plan <ul style="list-style-type: none"> • 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 • timing of Project tasks outlined in the Project schedule 	40%		
C.	Project Budget <ul style="list-style-type: none"> • includes the amount of detail given to project relevant line items and the overall proposed project cost 	25%		
D.	Quality of Proposal: <ul style="list-style-type: none"> • including format and consistency with recommended form 	10%		
	TOTAL:	100%		

Throughout the evaluation process, the Regional District, in its sole discretion, may request additional written clarification and/or supplemental information from selected proponents as part of the evaluation process.

APPENDIX D - ACKNOWLEDGEMENT LETTER

Upon receipt of the RFP documents, potential proponents are encouraged to sign, scan and email a copy of the Acknowledgement Letter (Appendix D) to the attention of Mr. Blaine Harasimiuk, Regional District of Fraser-Fort George.

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 may not be provided or have access to any amendments or addenda to the RFP call.

The undersigned has received the RFP Document.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

We presently intend to _____ provide or _____ not provide a Request for Proposal.

Sign, scan and return in a PDF format to:

Blaine Harasimiuk, Manager of Inspection Services and Sustainability Practices
Regional District Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
bharasimiuk@rdffg.bc.ca

APPENDIX E – SERVICE AGREEMENT

**SERVICE AGREEMENT**
DS-19-02 Facility Condition Assessment and Life Cycle Report #2 –
Regional District Fire Halls

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE,
155 George Street,
Prince George BC V2L 1P8

(herein called the “REGIONAL DISTRICT”)

AND: **[PROPONENT NAME]**

(herein called “SERVICE PROVIDER”)

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:

1. **SCOPE OF SERVICES:** The REGIONAL DISTRICT requires Services as proposed by the SERVICE PROVIDER in their Proposal in response to Request For Proposal DS-19-02 FACILITY CONDITION ASSESSMENT AND LIFE CYCLE REPORT #2 – REGIONAL DISTRICT FIRE HALLS 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 Unifomat 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.
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 SERVICE PROVIDER.

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 October 30, 2017, 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the SERVICE PROVIDER in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the SERVICE PROVIDER 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 SERVICE PROVIDER will be compensated for its Services. See Schedule Below **(To be Completed as per the accepted Proposal)**

<u>SERVICE</u>	<u>AMOUNT (GST EXTRA)</u>
	\$

6.1 The REGIONAL DISTRICT shall pay to the SERVICE PROVIDER, within thirty (30) days of receipt of an invoice from the SERVICE PROVIDER, the amount owing for the Services performed to the date of the invoice. All invoices from the SERVICE PROVIDER must reference **DS-19-02 Facility Condition Assessment and Life Cycle Report #2 – Regional District Fire Halls**.

6.2 Where the REGIONAL DISTRICT has established a milestone date for the performance or completion of certain of the Services, and the SERVICE PROVIDER has not completed the Services in accordance with the milestone date, then the REGIONAL DISTRICT shall not be obligated to pay the SERVICE PROVIDER under this section until the SERVICE PROVIDER has completed the milestone event.

6.3 Where the REGIONAL DISTRICT is not satisfied with the Services provided by the SERVICE PROVIDER, 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 SERVICE PROVIDER will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the SERVICE PROVIDER'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 SERVICE PROVIDER shall be fully independent and shall not act as an agent or employee of the REGIONAL DISTRICT. The SERVICE PROVIDER shall be solely responsible for its employees, and any subcontracts the SERVICE PROVIDER lets, and for their compensation, benefits, contributions, and taxes, if any.
9. **INSURANCE:** The SERVICE PROVIDER 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 SERVICE PROVIDER) 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER is to be insured to its full insurable value. The SERVICE PROVIDER hereby agrees that the REGIONAL DISTRICT is not responsible for any costs for loss or repair of equipment used by the SERVICE PROVIDER other than those costs already provided in the Schedule of Prices herein.
- The SERVICE PROVIDER shall ensure that all sub-contractors forming from this Service Agreement meet and are bound by the insurance requirements outlined above.
10. **WORKSAFE:** The SERVICE PROVIDER will ensure that all work performed in British Columbia by the SERVICE PROVIDER is performed in compliance with the British Columbia *Workers Compensation Act* and regulations and guidelines under this *Act*. If the SERVICE PROVIDER does not comply with this requirement, the REGIONAL DISTRICT may terminate this Service Agreement for cause without prior notice to the SERVICE PROVIDER.

The SERVICE PROVIDER 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 the term of this contract and any subsequent extensions. It is the

responsibility of the SERVICE PROVIDER to determine their registration status. Prior to commencing the project, the SERVICE PROVIDER will be required to supply a Clearance Letter that the SERVICE PROVIDER 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 SERVICE PROVIDER has maintained its good standing through the Project period and payments are current.

When requested to do so by the REGIONAL DISTRICT, the SERVICE PROVIDER will provide an Occupational Health & Safety Plan and any supporting procedures and records pertaining to the Work under the Service Agreement.

11. **INDEMNITY:** The SERVICE PROVIDER 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 SERVICE PROVIDER's breach of this Agreement or the negligent acts or omissions of the SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER or, where the parties are unable to agree, as settled in accordance with the Dispute Resolution section of this Agreement.
13. **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 SERVICE PROVIDER 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:** Where the SERVICE PROVIDER's Services cannot be performed because of an act of God, an act of a legislative, administrative or judicial entity, an act of contractors other than contractors engaged directly by the SERVICE PROVIDER, fire, flood, labour disturbance or unusually severe weather (collectively "Force Majeure"), then the obligations of the SERVICE PROVIDER shall be suspended during the period of Force Majeure. The REGIONAL DISTRICT shall grant to the SERVICE PROVIDER a time extension for performance of any milestone dates required as part of the Services as may be agreed with the SERVICE PROVIDER or, if the REGIONAL DISTRICT and the SERVICE PROVIDER are unable to reach agreement, as determined by the dispute resolution process under the Dispute Resolution section of this Agreement. Where, as a result of Force Majeure, there is a material increase in the SERVICE PROVIDER'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 SERVICE PROVIDER under the Schedule of Prices section of this Agreement, as may be agreed by the SERVICE PROVIDER, or as determined under the Dispute Resolution section of this 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 SERVICE PROVIDER 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, then it shall compensate the SERVICE PROVIDER in accordance with the Notice of Default section of this Agreement.
15. **INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to the SERVICE PROVIDER by the REGIONAL DISTRICT will be returned to the REGIONAL DISTRICT upon completion of the Services. The SERVICE PROVIDER 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 furnished by the SERVICE PROVIDER under this Agreement are instruments of service. The SERVICE PROVIDER 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 SERVICE PROVIDER.
- 16.1 The REGIONAL DISTRICT shall release, indemnify, defend, and save the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and the REGIONAL DISTRICT agree first to try in good faith to settle the dispute by negotiations between senior management of the SERVICE PROVIDER and the REGIONAL DISTRICT. If such negotiations are unsuccessful, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 DS-19-02 and the SERVICE PROVIDER'S Proposal submission constitute the entire understanding and agreement of the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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.

The REGIONAL DISTRICT and the SERVICE PROVIDER have caused this Agreement to be executed by their respective duly authorized representatives.

REGIONAL DISTRICT OF FRASER-FORT GEORGE

Chair

Date

Corporate Officer

Date

[PROPONENT NAME]

Signature

Signature

Name

Name

Title

Title

Date

Date