

REQUEST FOR PROPOSAL "RFP" NO. PS20120740

FACILITY CONDITION ASSESSMENT SERVICES

QUESTIONS AND ANSWERS NO. 3

Issued August 24, 2012

Q1	<p>Industry trends are leaning towards facility condition assessments being conducted by independent 3rd party professionals to ensure that any potential bias of the outcome is removed. This is evidenced by recent RFP's released publically by the Province of British Columbia and the Canadian Navy.</p> <p>Will the City of Vancouver permit vendors to conduct the assessment work if the same vendor is consequently positioned to have a market advantage to providing remediation services?</p>
A1	<p>The scope of the engagement resulting from this RFP will be <u>ONLY</u> for facility condition assessment services.</p> <p>If remediation services are required, it will under a separate procurement process to ensure that there is no advantage given to the provider of assessment services.</p>
Q2	<p>The City requests that the assessment include a basic seismic review in section 3.2 on page F2. Then on page C-14 in section 3.9.6, it describes an optional service for a Level 1 Basic seismic assessment which sounds very similar to the required item on page F2. Can the City clarify if the basic seismic assessment is a requirement or should be treated as an optional service?</p>
A2	<p>The City is looking to leverage the condition assessment process to better understand and quantify the seismic risks associated with its building portfolio. The basic assessment should include an high level determination of the building's seismic capacity as a % of current building code as identified on page F2.</p> <p>Optionally, the City may be interested in pursuing a methodology that would start to identify and quantify work to remedy specific types of deficiencies as laid out in the example on page C-14.</p>
Q3	<p>The City requests that the assessment identify repairs or replacements to address mandatory code requirements, on page F-2 in section 3.2. Is the City expecting a full code review of every facility?</p>
A3	<p>In selecting a partner, the City is seeking the benefit of the vendor's knowledge of industry best practice. It is anticipated that some of the deficiencies the</p>

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	assessment will identify will be associated with code non-compliance. The scope of code compliance deficiencies that will be identified should be stated and if a more fuller code compliance assessments is available its scope and costing should be proposed as an optional services.
Q4	Can the City provide more detail regarding the requirements to be a "prime contractor" (page C-14, Section 4.1)?
A4	Please see the attached "Prime Contractor Agreement Form" for more detail.
Q5	Can the City clarify what it is looking for regarding Environmental sustainability on page C-1, Section 1.4, bullet point (h)?
A5	Please refer to page C-9, Section 3.6 - Sustainability for more detail.
Q6	With reference to section 2.2.1(a), please clarify the following: a. The Form of Agreement Schedule 1 - Does this Refer to Schedule 1 - Certificate of Professional liability Insurance? b. The Form of Agreement Schedule 2 - Does this Refer to Schedule 2 - General Certificate of Insurance? c. The Form of Agreement Schedule 3 - Does this Refer to Schedule 3 - List of facilities in the Spreadsheet? We did not see any Schedule 3 in the form of agreement.
A6	Yes to Parts a, b and c. As the Schedule 3 - "List of Facilities" in the spreadsheet contains multiple pages, it is only referenced via the link for download. Please note the link is now <a href="http://former.vancouver.ca/fs/bid/bidopp/RFP/documents/PS20120740-RFPspreadsheet-Revised.xls">http://former.vancouver.ca/fs/bid/bidopp/RFP/documents/PS20120740-RFPspreadsheet-Revised.xls</a>
Q7	We are unable to open the link for revised spreadsheet in Amendment 2? Please provide a new link.
A7	There was an issue with the link has been corrected. The link is: <a href="http://former.vancouver.ca/fs/bid/bidopp/RFP/documents/PS20120740-RFPspreadsheet-Revised.xls">http://former.vancouver.ca/fs/bid/bidopp/RFP/documents/PS20120740-RFPspreadsheet-Revised.xls</a>  Please note that it is the sole responsibility of your company to regularly check the City of Vancouver website for Amendments, Questions/Answers and Addendums related to this RFP.

## 1.0 DEFINITIONS

- a) "OH&S Regulation" means the Occupational Health & Safety Regulation (British Columbia Regulation 296/97) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- b) "Owner" means City of Vancouver;
- c) "Place of the Work" means the work site at **[LOCATION ADDRESS OF THE WORK SITE REQUIRED]**;
- d) "Prime Contractor" means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- e) "Project" means **[INSERT DESCRIPTION OF THE PROJECT]** at **[INSERT STREET LOCATION]**, as contemplated by the Contract Documents, and includes all the Work;
- f) "WCA" means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) "WCB" means the Worker's Compensation Board of British Columbia; and
- h) "WCB Legislation" means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- i) "WorkSafeBC" means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

All other capitalized terms used in this Prime Contractor Agreement have the meanings given to them in the Contract Documents of which this Prime Contractor Agreement is a part, as applicable.

## 2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

### Proof of Qualification to act as Prime Contractor

- The Prime Contractor is to provide a current copy of its WorkSafeBC "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the Owner prior to commencement of the Work.
- The Prime Contractor is to notify the Owner of any changes of status with WorkSafeBC or the WCB during the course of the Project.

After the Prime Contractor has been designated and before Work has commenced, the Prime Contractor shall:

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- Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
- Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
- Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
- Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorkSafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
- Review and complete a "Pre-Job Meeting Form" if the Owner requests.
- For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorkSafeBC at least twenty-four (24) hours before construction commences.
- Comply with Section 20.2 of the OH&S Regulation in respect of the Notice of Project.
- Identify and set expectations for each subcontractor's safety contact.
- Coordinate all safety-related activities, from site orientations to safety committee meetings and toolbox talks, to inspections and incident reviews.
- Inform employers and workers of the workplace hazards associated with the Place of the Work.
- At the Place of the Work, provide the information listed in Section 20.3(4) of the OH&S Regulation.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

**Throughout the term of the Project, the Prime Contractor shall:**

- Ensure that all hazards are promptly and appropriately identified and addressed.
- Ensure the health and safety of the workers on the Project.
- Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
- Ensure provision of first aid equipment and services as required by the OH&S Regulation.
- Coordinate all occupational health and safety activities for the Project.
- Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the people who work outside regular hours and the types of emergencies that may arise. This plan should also describe subcontractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project, this emergency response plan must be updated as appropriate.

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- Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
- On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

**Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:**

- Comply with all requirements listed in Section 20.3(3) of the OH&S Regulation and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
- Coordinate all health and safety activities for the Project.
- Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' "Qualified Persons" are.
- Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

### **3.0 DESIGNATION AS PRIME CONTRACTOR**

By signing this Prime Contractor Agreement, the undersigned Contractor accepts all responsibilities of a **Prime Contractor** as outlined above and in the Owner's Contractor Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorkSafeBC.

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorkSafeBC requirements, the OH&S Regulation and Part III of the WCA.

Any violation of a requirement of WCB Legislation by the Prime Contractor may be considered a breach of the Contractor's Contract with the Owner resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.

Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, are the sole responsibility of the Prime Contractor, as set out in the Contract.

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I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as an authorized representative of the Contractor to accept all responsibilities of the **Prime Contractor** for this Project.

Date \_\_\_\_\_

Contract # \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Qualified Coordinator's Name \_\_\_\_\_ (Construction Only)

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

Print Name and Title \_\_\_\_\_

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