



CULTUS LAKE PARK BOARD
VILLAGE CENTER PLANNING AND DEVELOPMENT
COMMITTEE MEETING AGENDA

FRIDAY, MARCH 28, 2025

8:00 AM

CULTUS LAKE PARK OFFICE BOARDROOM
4165 COLUMBIA VALLEY HIGHWAY, CULTUS LAKE, BC

(1) CALL TO ORDER

(2) APPROVAL OF AGENDA

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- (a) **THAT** the Cultus Lake Park Board Village Center Planning and Development Committee approve amending the Agenda for the Meeting of March 28, 2025;

THAT the Cultus Lake Park Board Village Center Planning and Development Committee remove and replace Section (3) Approval of Committee Minutes dated February, 21, 2025; and

THAT all delegation, reports, correspondence and other information set to the Agenda be received.

(3) APPROVAL OF COMMITTEE MINUTES

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THAT the Cultus Lake Park Board Village Center Planning and Development Committee approve the Minutes for the Meeting of February 21, 2025.

(4) CORRESPONDENCE

(5) REPORTS BY STAFF

(6) NEW BUSINESS

Page 7

(a) **Village Center Development**

- Village Center Development Request for Proposal

(7) PUBLIC QUESTION PERIOD

(8) NEXT MEETING

(9) ADJOURNMENT

THAT the Cultus Lake Park Board Village Center Planning and Development Committee Meeting held March 28, 2025, be adjourned.



CULTUS LAKE PARK BOARD
VILLAGE CENTER PLANNING AND DEVELOPMENT COMMITTEE
MEETING MINUTES

FRIDAY, FEBRUARY 21, 2025
CULTUS LAKE PARK OFFICE BOARDROOM
4165 COLUMBIA VALLEY HIGHWAY, CULTUS LAKE, BC

- Present Committee Members** Commissioner K. Dzaman – Chair
Commissioner J. Beesley – Vice Chair
E. Vance – via Zoom
P. Vander Helm
J. Enns
G. Campbell – via Zoom
K. Weiher
L. Wykpis
G. Twyford-Miles
- Staff** Chief Administrative Officer – J. Lamb
Administrative Assistant, Communications & Events Coordinator – H. Hill
- Board Members** Commissioner E. Jartved
- Regrets** C. Rogozinski

(1) CALL TO ORDER

The Chair called the meeting to order at 8:04 am and acknowledged that we are gathered on the traditional, ancestral and unceded territory of the Th’ewa’li First Nations. We are grateful for the hospitality to live, work and play on these lands.

(2) APPROVAL OF AGENDA

Moved by: L. Wykpis Seconded by: K. Weiher

THAT the Cultus Lake Park Board Village Center Planning and Development Committee approve the Agenda for the Meeting of February 21, 2025; and

THAT all delegations, reports, correspondence and other information set to the Agenda be received.

(3) CORRESPONDENCE

(4) REPORTS BY STAFF

(5) NEW BUSINESS

(a) Committee Member Welcome and Introductions

(b) **Committee and Board Policies, Procedures and Bylaws for Reference**

- Village Center Planning and Development Committee Terms of Reference
- Board Committee System Policy
- Board Procedures Bylaw No. 1233. 2023

Chair Dzaman discussed the added importance for new committee members to familiarize themselves with the PlanCultus document that can be found on the Cultus Lake Park's website and at the link below:

<https://www.cultuslake.bc.ca/wp-content/uploads/2019/01/PlanCultus.pdf>

Chair Dzaman also discussed with committee members the relationship with the Cultus Lake Park Board Commissioners who do not form part of the committee and asked that they be allowed to enter into discussions on committee items with the following recommendation per Section 2.2 of the Cultus Lake Park Board Committee System Policy:

Moved by: J. Enns Seconded by: G. Twyford-Miles

***THAT** the Cultus Lake Park Board Village Center Planning and Development Committee allow all Cultus Lake Park Board Commissioners to enter into discussions on committee meeting related items, however, it will remain that they shall not have the right to vote on committee motions.*

CARRIED

(c) **Village Center Development**

- Village Center Development Request for Proposal (RFP), dated February 1, 2025

The committee members discussed the parameters for the Village Center Development Request for Proposal. The key elements agreed upon are listed below in Section (5) (d).

(d) **Next Steps**

- Staff to confirm the type and definition of the Strata for commercial and residential leases;
- It was determined to leave the document named Request for Proposal (RFP);
- Remove any reference to 'Agreement' to reflect 'negotiated Agreement', 'Agreement' to be added at a later phase with the selected candidates;
- Clarify the scope of the RFP by moving Section 5.0 to Section 3.0;
- Clearly state the references pertaining to development and density to the documents in Appendix A;
- Include language that the **consultant** will be responsible for providing the terms of the Agreement for the financial structure breakdown for both development and construction phases; and
- Extend the timeline of the RFP to a period of six (6) months with a possible start date of April 1, 2025.

(6) PUBLIC QUESTION PERIOD

No public questions.

(7) NEXT MEETING

The next meeting will be scheduled for Friday, March 28, 2025, at 8:00 am.

(8) ADJOURNMENT

Moved by: L. Wykpis Seconded by: P. Vander Helm

***THAT** the Cultus Lake Park Board Village Center Planning and Development Committee meeting held on February 21, 2025, be adjourned at 9:56 am.*

CARRIED

CULTUS LAKE PARK BOARD
REQUEST FOR PROPOSALS



Cultus Lake Park Village Centre
Redevelopment

March 21, 2025

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Glossary

For the purposes of this RFP, capitalized terms used in this RFP have the following meanings:

“**Addendum**” and “**Addenda**” mean any change(s) to this RFP communicated in writing by the Park Board pursuant to this RFP.

“**Closing Location**” has the meaning set out in Section 1.0 of this RFP.

“**Closing Time**” has the meaning set out in Section 1.0 of this RFP.

“**Consultant**” means the entity, representing the Preferred Proponent, that will negotiate an agreement with the Park Board.

“**Contact Person**” means the Park Board’s representative in connection with this RFP as set out in Section 1.0 of this RFP.

“**FVRD**” refers to the Fraser Valley Regional District.

“**MOTT**” refers to the British Columbia Ministry of Transportation and Transit.

“**Park Board**” means the Cultus Lake Park Board, a corporation continued under *The Cultus Lake Park Act* (British Columbia).

“**PlanCultus**” means Cultus Lake Park Plan Bylaw No. 1080, 2016.

“**Preferred Proponent**” means the Proponent which has been selected by the Park Board pursuant to this RFP to finalize and enter into a negotiated agreement.

“**Project**” has the meaning set out in Section 2.0 of this RFP.

“**Proponent**” means each entity providing a Proposal in response to this RFP.

“**Proposal**” means a submission by a Proponent in response to this RFP.

“**Request for Proposals**” and “**RFP**” means this RFP and all Addenda issued by the Park Board in respect of the Project.

“**Village Centre Plan**” means Cultus Lake Park Village Centre Plan, 2024.

“**Work**” mean any and all action required under the negotiated agreement to fulfill the obligations of the Consultant.

“**Zoning Bylaw**” means Fraser Valley Regional District Cultus Lake Park Zoning Bylaw No. 1375, 2016.

1.0 Summary of Key Information

Title	The title of this RFP is: CULTUS LAKE PARK VILLAGE CENTRE REDEVELOPMENT Please use this title on all correspondence.
Contact Person	Joe Lamb Chief Administrative Officer / Project Manager Cultus Lake Park Board Email: joe.lamb@cultuslake.bc.ca Please direct all enquiries by email, to the Contact Person. No telephone or fax enquiries please.
Closing Time	4:30 pm (PDT) on September 30, 2025
Closing Location	For Proposals delivered electronically: joe.lamb@cultuslake.bc.ca For Proposals delivered in hard copy: Cultus Lake Park Board Main Reception Desk 4165 Columbia Valley Highway Cultus Lake BC V2R 5B5 Attention: Joe Lamb

2.0 Development Opportunity

Purpose

The Park Board is seeking Proposals from qualified Proponents for the redevelopment of the Village Centre site in Cultus Lake Park (the “**Project**”). The Village Centre site spans about five hectares within the Cultus Lake Park boundary and is located southeast of the Columbia Valley Highway and Sunnyside Boulevard intersection.

The Park Board and the Cultus Lake Park community envision the Village Centre site as a future community hub that supports mixed-use development including multi-family residential, local commercial and community uses as documented in PlanCultus and the Village Centre Plan. This RFP presents a unique development opportunity to provide for a full-time community and growing number of seasonal visitors to Cultus Lake Park.



Figure 1: Village Centre site

Background

PlanCultus designates the Village Centre site for redevelopment to support local commercial, multi-family residential, and community uses. In summer 2022, the Park Board engaged a consultant to conduct a planning and engagement process for the Village Centre site and prepare the Village Centre Plan. The intent of this process was to explore the potential for additional commercial, residential, and community uses at the Village Centre site to support the needs of a full-time community and growing number of summer visitors to Cultus Lake Park. The Village Centre Plan was developed over the course of a two-year collaborative planning process that engaged the Village Centre Planning and Development Committee, Cultus Lake Park community members and local stakeholders. Informed by technical assessments, best practices and community input, the Village Centre Plan is intended to serve as a practical tool for developers and outlines a future vision for the Village Centre site, guiding principles, and policies to guide the Village Centre site redevelopment process.

Community Overview

Cultus Lake Park is located on the unceded territory of the Ts'elxwey'éqw Tribe, a Tribe of Stó:lō-Coast Salish, Halq'eméylem speaking Peoples. Cultus Lake Park is within Electoral Area “H” of the Fraser Valley Regional District. Chilliwack River lies to the north of the park and the Vedder mountains lie to the west. Cultus Lake Park is 90 kilometers east of the City of Vancouver and 10 kilometers south of the City of Chilliwack. There are approximately 700 year-round residents living within the Cultus Lake Park boundary, growing to 1,750 residents in the summer months. Cultus Lake Park’s ample tourist attractions, recreational activities and high ecological value draw over one million visitors to the park each year – many from the Metro Vancouver and Fraser Valley regions.

People

The average age of the Fraser Valley region skews older, and more people aged 50 or over live year-round in the Cultus Lake Park community than compared to the Fraser Valley Regional District Electoral Area H overall. There are approximately 500 single family dwellings in Cultus Lake Park, and as the population grows and ages, a wider variety of housing options may be required within the community.

Lands

The City of Chilliwack and the Corporation of the City of Chilliwack are the registered joint owners in trust for park purposes of the land known as Cultus Lake Park.

Under *The Cultus Lake Park Act* (British Columbia), the Park Board has a mandate for the use, regulation, protection, management, maintenance and improvement of Cultus Lake Park and assigns Residential Building Site Leases which can be held for up to 21 years in perpetuity. Commercial business leases are offered with renewal terms as set out by the Park Board. The ownership, leasing and taxation structures reflect the unique governance model of the Park Board.

Site Overview

The Village Centre site is bounded by Columbia Valley Highway to the north, forested greenspace to the east, Cultus Lake Community School to the south, and Sunnyside Boulevard to the west. Cultus Lake Waterpark and Th'ewa':li First Nation community lands (Soowahlie IR 14) lie immediately to the north of the Village Centre site, with Cultus Lake Adventure Park northwest of the Village Centre site. Cultus Lake Park's residential area, primary lakefront access, and marina are located west and south of the Village Centre site.

Existing Uses

The Village Centre site currently provides a limited selection of commercial uses that support the Cultus Lake Park community and visitors on a seasonal basis. These uses include food and beverage establishments, general convenience, and specialty businesses and services. All commercial uses are concentrated on the northern portion of the Village Centre site with direct access from Columbia Valley Highway. This portion of the Village Centre site also includes approximately 120 above ground parking spaces.

The eastern and southern portions of the Village Centre site are currently used for public and institutional uses including the Cultus Lake Fire Department and Public Works maintenance yard. One of Cultus Lake Park's three community septic fields is located underground in the Village Centre site and will be required to be decommissioned as a new septic system is under construction. Most of the Village centre site is currently undeveloped and functions as a dog park. Occasionally, community events and a farmers' market are held at the plaza.

Zoning

The Village Centre site is currently zoned as C-1 (Local Commercial), P-1 (Local Park and Recreation) and P-4 (Institutional Service and Management) in the Zoning Bylaw. The Zoning Bylaw does not permit comprehensive, mixed-use development that supports local commercial, multi-family residential, and community uses at the Village Centre site as designated through PlanCultus. A formal rezoning process to amend the Zoning Bylaw will be required to accommodate redevelopment of the Village Centre site.

Site Access

The primary access to Cultus Lake Park is via Columbia Valley Highway. This is also the primary access to the Village Centre site, located immediately south of the two-lane highway at the intersection of Sunnyside Boulevard. Additional access points to the Village Centre site include local roads and trails located to the west of the Village Centre site.

Congestion during the peak summer season and emergency access to Cultus Lake Park is an ongoing concern for the community. BC Transit provides service to Cultus Lake Park during the summer months but there are no year-round services to or within the community. Residents are largely vehicle dependent. There are no sidewalks and separate bike lanes on either Columbia Valley Highway or Sunnyside Boulevard. Class A and B trails connect the southern portion of the Village Centre site to other areas of Cultus Lake Park.

Infrastructure and Servicing

Cultus Lake Park is serviced by a community water system and a community sewer system, both of which are owned and operated by the FVRD. These systems provide residents, businesses, and visitors to Cultus Lake Park with access to safe, clean drinking water and ensure the sustainable disposal of waste. The effective and efficient operation of both systems is critical to the long-term health and sustainability of the public and the natural environment.

Both systems' infrastructure is aging, operating at capacity, and cannot accommodate new development at the Village Centre site. The FVRD is currently building a new community sewer system to address critical capacity deficiencies of the existing system in the interim. In addition to the water and sewer system, all infrastructure needed to support future development at the Village Centre site will need to be reevaluated when a development application is being prepared.

Geotechnical Assessment

A preliminary geotechnical assessment for the Village Centre site was completed by Thurber Engineering Ltd. in 2024. A copy of the report has been linked in Appendix A.

Future Vision

The Village Centre Plan presents the following vision for the Village Centre site:

The Village Centre is a vibrant, sustainable community hub that seamlessly integrates multi-family residential, commercial, and recreational uses into the park environment. Modern, well-designed mixed-use development supports a growing full-time population by offering a variety of housing options. Commercial services and amenities are available year-round offering convenience and access for residents and visitors alike. Opportunities for social gathering exist through both the formal programming of events and activities as well as informal recreation at the site's greenspaces.

The fundamental key values of the Village Centre Plan are to foster a community with a strong sense of place which provides its residents with the quality of life that they desire. The protection and enhancement of the following unique community characteristics form the basis for achieving this principle: proximity to and interaction with surrounding natural environment, conserve and manage forest areas, beaches, nearby parks and recreation with a goal to protect and preserve. Establishing this through engagement, to continue to create a diverse and accessible community that offers an abundance of year-round, high-quality opportunities to enjoy a healthier and sustainable lake environment.

Guiding Principles

The Park Board is committed to ensuring that the redevelopment of the Village Centre site is shaped by the core values of the community members who reside, work, and recreate in Cultus Lake Park. The Village Centre site planning and engagement process identified seven guiding principles for preserving and advancing community values through the redevelopment of the

Village Centre site. It is expected that interested Proponents will plan development to align with these principles, as further defined in the Village Centre Plan:

- Preserve and Enhance Community Character
- Respect the Cultural History and Identity of Cultus Lake
- Champion Environmental Protection and Sustainability
- Promote Safe and Accessible Connections
- Support Small, Local Businesses
- Foster Social Interactions Through Community Gathering Spaces
- Ensure Long-Term Financial Sustainability

3.0 Proposal Requirements

Proposal Content

Proposal submissions must contain the following information to be considered complete:

1. Proposal Offer Letter

- A completed Proposal Offer Letter in the form attached as Schedule 1 to this RFP signed by an authorized representative of the Proponent.

2. Qualifications & Experience

- A brief description of the Proponent's background, areas of expertise, and demonstration of the Proponent's capability and capacity to undertake the Work.
- At least three project abstracts that clearly outline previous projects with similar services to the Work that have been successfully completed within the past ten years.

3. Project Team

- A brief resume for each member of the Proponent's Project team who would be directly involved in the Project, indicating relevant experience, qualifications, credentials, and notable achievements relevant to the Work.
- A description of any partnerships with other private, non-profit and/or public service agencies for the performance of the Work.
- A Project organization chart and table clearly indicating what role and responsibility each Project team member will play, the anticipated hours of each, and the total Project hours by role.
- Any subcontractors or sub-consultants the Proponent intends to contract with for the performance of any portion of the Work.

4. Financial Capacity

- Adequate demonstration of the financial capacity of the Consultant to undertake the Project and the Work for the Proponent. Proponents must include:
 - i. A letter from the Consultant's accounting firm or financial institution stating the Consultant is financially capable of undertaking a development of the magnitude of the Project; and
 - ii. A summary, certified by the Consultant's accounting firm, of the financial viability of previous projects in which the Consultant has been involved.

5. Development Concept

- A development concept that demonstrates how the Proponent would achieve the vision and guiding principles outlined in the Village Centre Plan. Generally, the Proponent's development concept should illustrate each of the following:
 - i. Integration of residential, commercial, recreational and community uses on the Village Centre site, including a description of the anticipated form of development (i.e., built form, estimated density, estimated commercial space, anticipated parking requirements, etc.);

- i. Integration of residential, commercial, recreational and community uses on the Village Centre site, including a description of the anticipated form of development (i.e., built form, estimated density, estimated commercial space, anticipated parking requirements, etc.);
 - ii. Potential layout of buildings, pedestrian connections and vehicular access points;
 - iii. Appropriate interfaces with adjacent existing uses;
 - iv. Amenities and services to be offered (if any); and
 - v. Description of general standards to be applied in the design and construction of housing units,
 and including a description of how the Proponent envisions collaborating with the Park Board in the redevelopment of the Village Centre site.
 - While the Park Board does not expect detailed designs or plans at this stage, the Proponent is encouraged to provide clear and legible drawings with sufficient detail to allow the Park Board to clearly understand the Proponent's development concept.
 - The Proponent is encouraged to use innovation when developing its Development Concept, including suggesting revisions or alternatives to the Work as described in this RFP as are considered beneficial to the Project.

6. References

- The names, position titles and contact telephone and/or e-mail of three persons who can provide references for the Proponent's project abstracts. The Park Board reserves the right to conduct reference checks.

7. Schedule

- A realistic Project schedule showing a chronological progression of the work with time estimates for major activities and an overall time length for completion. The Project schedule should identify Project milestones.

8. Financial Plan

- An estimated cost breakdown for all design and construction costs associated with the Proposal, including developer requested financial contributions from the Park Board.
- The Park Board has not approved a budget for the Project and will consider all Proposal costs as presented. It is anticipated through the negotiations of an agreement with the Consultant that costs will be allocated through the annual budget approval process for which the year(s) the Project is expected to be undertaken.
- The Park Board will consider any applicable grant(s) that a Proponent may incorporate as part of its Proposal. Proponents must indicate in their proposal the specified grant(s) they wish the Park Board to pursue and indicate the year in which the grant would need to be approved.
- The Propionate should include a base line proposal for how and agreement should be structured financially to meet the requirements to complete the project. The Park Board is the landowner but cannot dispose of the land by way of a freehold transfer,

the Propionate should consider this in their review and provide ideas for a long term lease agreement for the land and developable area.

4.0 Overview of Project Responsibilities

General

The preferred proponent will negotiate an agreement that will set out the rights and obligations of the Consultant and the Park Board in respect of the Project and will set out the scope of the Work to be provided by the Consultant. The following description of the responsibilities is provided for convenience only.

Responsibilities of the Consultant

Scope of Work

The Consultant responsibilities, as set out in the future agreement, will include:

- All responsibilities related to design, construction, environmental protection and quality control required in respect of the Project, including:
 - Completion of supporting studies and documents, including:
 - Archaeological overview assessment;
 - Phase 1 environmental site assessment;
 - Environmental impact assessment;
 - Geotechnical assessment;
 - Traffic impact assessment / transportation demand management plan;
 - Topographic survey; and
 - Other studies as necessary
 - Preparation of a development proposal for the Village Centre site that conforms to the vision, guiding principles and policies of the Village Centre Plan, including:
 - Architectural drawings, including a site plan, elevations and renderings
 - Landscape plan
 - Parking plan
 - Servicing plan (water, sanitary, stormwater, utilities, etc.)
 - Construction and project management
 - Construct the new development including all utility servicing in accordance with the conditions of the building permit;
- Securing all governmental approvals and permits required for the Project from those agencies having jurisdiction over the Village Centre site, unless provided otherwise negotiated in the agreement, including completion of all required processes with the FVRD and MOTT and including:
 - Rezoning;
 - Development permits; and
 - Building permits;
- As per Section 2.0 of this RFP, the negotiation of land tenure proposals with the Park Board, including:

- Undertaking a leasehold subdivision application to satisfy the requirements of the *Land Title Act* (British Columbia) as it relates to the terms of the lease(s); and
- Any subsequent subdivision, development permit or building permits required as a result of developing the land; and
- Facilitation of a community engagement program to present the development proposal, including:
 - A minimum requirement of two in-person open house meetings with residents and stakeholders; and
 - Engagement with First Nations.

Prime Contractor and Safety Program

Under the negotiated agreement, the Consultant will be required to act as the prime contractor for the Village Centre site during the performance of the Work and in that capacity must ensure that the activities of employers, workers, and other persons at the workplace relating to occupational health and safety are coordinated and must do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the *Workers Compensation Act* (British Columbia) and the *Occupational Health and Safety Regulations* (British Columbia).

The Consultant will also be required to develop, maintain, implement and supervise, for the duration of the negotiated agreement, a comprehensive safety program that will effectively incorporate and implement all safety precautions required by all applicable laws, ordinances, rules, regulations and orders and general operation practices for the safety of persons or property, including any general safety rules and regulations under the *Workers Compensation Act* (British Columbia), the Workplace Hazardous Waste Materials Information System or other Occupational Health and Safety legislation or regulations that may be applicable.

Deliveries Prior to Commencement of Work

Within 14 days of the execution of the negotiated agreement and prior to commencement of any Work on the Village Centre site, the Consultant will be required to obtain and deliver to the Park Board:

- a) a copy of a current clearance certificate from WorkSafeBC certifying that the Preferred Proponent is registered with WorkSafeBC and is not in arrears in any payments of assessments; and
- b) proof of insurance in accordance with the negotiated agreement.

Responsibilities of Park Board

Under the negotiated agreement, the Park Board will monitor the Consultant's performance and may perform quality audits to verify the Consultant's delivery of the Work in accordance with the negotiated agreement.

Additional responsibilities of the Park Board in respect of the Project pursuant to the negotiated agreement will include the following:

- The Park Board will work with the Consultant on the development proposal for the Village Centre site to ensure it aligns with the vision, guiding principles and policies of the Village Centre Plan;
- The Park Board will work with the Consultant to facilitate the community engagement program and coordinate outreach to First Nations;
- The Park Board will work with the Consultant and the FVRD to draft a Comprehensive Development Zone customized to the Consultant's Proposal; and
- The Park Board will work with the Consultant through the required development approval processes and liaise with the FVRD and MOTT.

For clarity, nothing in this RFP creates any contractual or other legal obligation on the Park Board. The negotiated agreement, when executed, will be the sole source of any contractual or other obligation on the Park Board with respect to the Project.

Performance Evaluation

Pursuant to the negotiated agreement, the Park Board will monitor and evaluate the Consultant's performance in the delivery of the Work. This information may be used by the Park Board as a reference should the Consultant participate in future Park Board procurements.

5.0 Instructions to Proponents

Purpose

The purpose of this RFP is to solicit Proposals from qualified Proponents to enter into negotiations for an agreement for the Project.

RFP Schedule

The anticipated schedule for the RFP process is as follows:

Action	Anticipated Date
RFP Issued to Proponents	May 1st, 2025
General Proponent Meeting for all Proponents	June 3rd, 2025
Last Date for Questions or Requests for Clarification	July 3rd, 2025
Closing Time	September 30, 2025, 4:30 pm (PDT)
Selection of Preferred Proponent	November 30, 2025
Execution of Agreement	TBD

This schedule is subject to change and the Park Board reserves the right to modify any and all dates at its sole discretion.

Receipt of Complete RFP

It is the Proponent’s responsibility to ensure that it has received a complete RFP as listed in the Table of Contents and all Addenda. The submission of a Proposal constitutes representation by a Proponent that it has verified receipt of a complete RFP including any and all Addenda, and each Proposal will be deemed to be made on the basis of the entire RFP, including any and all Addenda issued prior to the Closing Time.

Intent to Submit

Any Proponent that intends to submit a Proposal should provide notice of such intention to the Contact Person and provide to the Contact Person email contact information for such Proponent. Only Proponents who have provided such notice and contact information will receive Addenda and notices of questions and clarification requests and responses from the Contact Person.

Submission Requirements

Proposals must address each of the requirements outlined in Section 3.0.

The Park Board will accept both electronic and hard copy Proposal submissions for this RFP, as follows.

Electronic Submissions:

Proposals submitted electronically must be received by the Contact Person at the applicable Closing Location no later than the Closing Time. Electronic submissions shall be deemed to be

successfully received when displayed as new email in the in-box at the applicable Closing Location.

Maximum email submission size is 10MB. If a Proponent's email submission is larger than 10MB, the Proponent shall submit its Proposal in multiple emails, all of which emails must be received at the applicable Closing Location no later than the Closing Time.

The Park Board will not be liable for any delay in the delivery of the electronic submission of all or any part of a Proposal for any reason, including technological delays or issues by either the Park Board's or the Proponent's network or email program, and the Park Board will not be liable for any damages associated with Submissions not received.

Hard Copy Submissions:

Proposals submitted by hard copy must be delivered to the Contact Person at the applicable Closing Location no later than the Closing Time. The clock at the main reception desk at the applicable Closing Location is the official clock.

Each Proponent should ensure that its Proposal is clearly marked on the outside as follows:

“RFP – Cultus Lake Park Village Centre Redevelopment”

Cultus Lake Park Board
4165 Columbia Valley Highway,
Cultus Lake BC V2R 5B5
Attention: Joe Lamb, Chief Administrative Officer /
Project Manager
CONFIDENTIAL – DO NOT OPEN

The Park Board will assume no responsibility for timely receipt of any Proposal submitted by hard copy.

Late Proposals

Proposals received after the Closing Time will not be considered and will be returned unopened. It is the sole responsibility of the Proponent to ensure that its Proposal is received at the Closing Location by the Closing Time.

Revisions to Proposals Prior to Closing Time

Proponents may make changes to their Proposals after the submission of their Proposals provided each revision is submitted in a sealed envelope and is received at the Closing Location, or submitted electronically in a separate file to the Contact Person, in each case before the Closing Time, and clearly indicating the revisions made. Revisions must be signed by an authorized signatory of the Proponent.

Revisions received after the Closing Time will not be considered and will be returned unopened.

Withdrawal of Proposal Prior to Closing Time

A Proponent may withdraw its Proposal at any time before the Closing Time, by submission of a written notice from a duly authorized representative of the Proponent to the Contact Person that clearly and unequivocally states the Proponent's intention to withdraw its Proposal.

Questions and Requests for Clarification

Any questions and requests for clarification related to this RFP must be transmitted by email to the Contact Person. Unless otherwise expressly permitted by the Contact Person in writing, all such questions and requests for clarification must be received by the Contact Person no later than ten days before the Closing Time.

The Contact Person will distribute copies of all questions and requests for clarification received and the corresponding responses to all Proponents.

By submitting a Proposal, the Proponent accepts the entire RFP and all Addenda, and waives any further right to clarify any aspect of this RFP.

Addenda

Written Addenda are the only means of changing, amending or correcting this RFP. The Contact Person may change, amend, or correct this RFP by issuing an Addendum and distributing the Addendum to all Proponents.

No Other Information

Information pertaining to this RFP that is provided by or obtained from sources, other than the Contact Person by way of written responses to questions and requests for clarifications or by way of Addenda is not official, may be inaccurate, and must not be relied on in any way by any Proponent for any purpose associated with this RFP.

Conflict of Interest and Restricted Parties

A Proponent is subject to disqualification, and its Proposal will not be considered, if, in the Park Board's sole discretion, the current or past corporate or other interests of any person named in the Proposal might, in the Park Board's sole opinion, give rise to an actual potential or perceived conflict of interest in connection with the Project, unless a suitably qualified alternative person is nominated by the Proponent within five days of the Proponent being notified by the Park Board of the potential disqualification of the Proponent due to the perceived, actual or potential conflict of interest.

Restricted Parties are those parties (including their former and current employees) who have participated or are currently involved in the planning or preparation of this RFP and who may provide a material unfair advantage or confidential information to a Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

Restricted Parties are not eligible to advise any Proponent in regard to this RFP and must not participate as an employee, advisor, consultant, or member of any Proponent. Should any

Proponent have concern as to the eligibility of any person involved in its Proposal, that Proponent should contact the Contact Person for clarification.

Confidentiality and Freedom of Information and Protection of Privacy

All documents and other records pertaining to the Project that are in the custody of or under the control of the Park Board are subject to the *Freedom of Information and Protection of Privacy Act* and other applicable legislation.

Subject to the terms of the *Freedom of Information and Protection of Privacy Act* and this RFP, all documents and other records submitted by a Proponent in response to this RFP will be considered confidential.

The Park Board will, subject to all applicable legislation, including the *Freedom of Information and Protection of Privacy Act*, and except as may be otherwise required or necessary to enable the review and evaluation of Proposals and the administration of the RFP process, use reasonable efforts to maintain the confidentiality of Proposals.

By submitting a Proposal, the Proponent represents and warrants to the Park Board that the Proponent has complied with all applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Park Board as part of the Proposal for the purposes of this RFP.

By submitting a Proposal, the Proponent agrees that it will not make any public comment or carry out any activities to publicly promote its Proposal or interest in the Project without the prior written consent of the Park Board.

The Park Board may publicly disclose the names of the Proponents.

The Negotiated Agreement, excluding those portions that may be severed pursuant to the *Freedom of Information and Protection of Privacy Act*, will be disclosed publicly following its execution.

Reservation of Rights

This RFP is a request for proposals and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the Park Board by this RFP or by submission of any Proposal or by consideration of, or failure or refusal to, consider any Proposal by the Park Board. Further, the Agreement, when executed, will be the sole source of any contractual obligation of the Park Board with respect to the Project.

Ownership and Use of RFP Documents

The Park Board and its staff and professional advisors have prepared this RFP, including all Schedules and Appendices hereto and thereto. The RFP documents contain intellectual property which is owned by the Park Board and protected by copyright. This RFP are to be used by Proponents solely for the purpose of preparing their Proposals.

Proponent's Expenses

Proponents are solely responsible for their own costs and expenses in preparing and submitting Proposals, responding to requests for clarifications or further information, and for any meetings, negotiations or discussions with the Park Board or its representatives and consultants, relating to or arising from this RFP.

No Reliance on Information

The Park Board makes no representation, warranty, guarantee or endorsement, and has no liability, obligation or responsibility whatsoever in contract, tort or otherwise, with respect to the scope, quality, timeliness, accuracy, reliability, appropriateness, sufficiency, relevance or completeness of any information provided in connection with this RFP or the Project.

Any and all use of or reliance upon, in any way whatsoever, any information provided in connection with this RFP or the Project will be the Proponents' sole risk and without recourse of any kind whatsoever against the Park Board.

Proponent's Investigation

By submitting a Proposal, a Proponent is deemed to have:

- a) investigated and satisfied itself of every condition affecting the Work, including but not limited to the Village Centre site conditions, labour supply conditions, equipment, and resources to be provided;
- b) based its investigation on its own examination, knowledge, information, and judgement, and not upon any statement, representation, or information made or given by or on behalf of the Park Board other than information contained in this RFP;
- c) assumed all risks regarding conditions affecting the Work; and
- d) been provided with the opportunity to request any additional information it may have required in order to prepare its Proposal.

Access to Village Centre Site

For the purposes of conducting inspections, testing, or investigations of the Village Centre site prior to the Closing Time, the Park Board will, to the best of its ability, allow Proponents to have access to the Village Centre site.

Proponents must not engage in any physical activities on the Village Centre site without the prior approval of the Park Board. If the Proponent wishes to conduct any testing or sub-surface investigation, written requests for access to the Village Centre site must be received by the Park Board a minimum of two days prior to the requested date(s) stating the details of the requested access.

As a condition of entering the Village Centre site, Proponents irrevocably accept full responsibility for any and all events arising from the Proponent's access to the Village Centre site and the Proponent will be solely liable for any injury or damage caused to any person or property arising out of the Proponent's actions or operations on the Village Centre site.

The Proponent assumes full responsibility for obtaining and holding any and all rights, permits, licenses, consents, approvals, and authorities issued by any level or agency of government or private party that are required to conduct any investigation on the Village Centre site prior to the Closing Time.

Commercial in Confidence Meeting(s)

Proponents may request, in writing, commercial in confidence meeting(s) to be held prior to the Closing Date for the purpose of discussing in private the viability of their Proposal with the Park Board prior to its submission, and for the purpose of discussing any other commercially sensitive issues relating to their Proposal.

Proponents should submit written questions to the Contact Person at least three days in advance of the scheduled commercial in confidence meeting(s). These questions should be clearly marked "Commercial in Confidence" and will not be distributed to all Proponents. The Park Board will not distribute minutes of any commercial in confidence meeting. The Park Board does however reserve the right to issue copies of any commercial in confidence questions and responses to all Proponents, provided that before such issuance the Proponent will be entitled to withdraw its commercial in confidence question to avoid having the response be provided to all Proponents.

Commercial in confidence meetings will be held at the sole discretion of the Park Board.

Evaluation of Proposals

Proposals will be evaluated by the Park Board in accordance with Section 6.0 of this RFP.

Notification of Preferred Proponent

The Park Board expects to advise Proponents of the selection of the Preferred Proponent in accordance with Section 6.0 of this RFP within 30 days of the Closing Time.

Negotiation of Agreement

By submitting a Proposal, a Proponent agrees that, if selected as the Preferred Proponent, the Proponent will cause the negotiation of an agreement by the Consultant within 30 days of the notification that it has been selected as the Preferred Proponent.

If the Preferred Proponent does not cause the negotiation of the agreement by the Consultant within 30 days of the notification that it has been selected as the Preferred Proponent, the Park Board may, at its sole discretion, replace the Preferred Proponent with the next highest ranked Proponent, or may terminate the RFP process.

Right to Cancel

The Park Board reserves the right to cancel this RFP, either before or after the Closing Time, and to reject any or all Proposals. If the Park Board decides in its sole and absolute discretion that it does not for any reason wish to continue with this RFP process and cancels this RFP, the Park Board reserves the right to call for tenders or call for proposals for the same or similar Work.

Limitation of Damages

Notwithstanding any other provision of this RFP, the Park Board will have no responsibility, obligation or liability whatsoever whether in contract, tort or otherwise, for or in respect of any claims, actions, losses (including direct and consequential losses), damages, compensation, costs, expenses, liabilities (including those relating to or arising out of loss of opportunity or loss of anticipated profit), rights and demands whatsoever by any person, including any Proponent, any member of any Proponent team or prospective member of any Proponent Team, or any other persons associated with any of them, for any matter whatsoever arising out of, in connection with, or relating in any way to this RFP, the Project, and the process for the selection of a Consultant to enter into the agreement.

No Collusion

Proponents will not discuss or communicate with one another the preparation of their Proposals. Each Proponent will ensure that its participation in the RFP process is conducted without collusion or fraud. Failure to comply with this requirement may lead to disqualification without further notice or warning.

No Lobbying

All Proponents are expressly forbidden from lobbying any staff of the Park Board, including elected Park Board Commissioners regarding this proposal call. Failure to comply with this requirement may lead to disqualification without further notice or warning.

7.0 Evaluation Process and Criteria

Evaluation Committee

The Park Board will assemble an evaluation committee as part of its evaluation process. Members of the evaluation committee may consist of employees, advisors and contractors or the Park Board or other third parties, at the Park Board’s sole discretion.

The Park Board and the evaluation committee may also consult with others, including Park Board staff members and third-party consultants, as the evaluation committee may, in its discretion, decide are required, including appointing specialist evaluation teams to consider and make recommendations with respect to specific issues.

Evaluation Process

The Park Board will evaluate the Proposals by way of the following evaluation process:

- Undertake a completeness review
- Undertake the evaluation of Proposals according to the evaluation criteria described below

Completeness Review

The Proposal submissions will be reviewed to ensure they meet all the mandatory requirements as follows:

- (a) Proposal received at the applicable Closing Location prior to the Closing Time; and
- (b) Proposal submission containing all the requirements outlined in Section 5.0.

Initial Evaluation

Following the completeness review, the Park Board will conduct an initial evaluation of all Proposals which meet the mandatory requirements to determine if the Proposal generally describes a complete workable solution prepared in accordance with good industry practice. Where Proposals require clarification or confirmation in order to make such determination, questions will be sent to the respective Proponent with a time-sensitive due date. If a Proposal is found to not generally describe a complete workable solution prepared in accordance with good industry practice, that Proposal will not be further evaluated.

Evaluation Criteria

Following the initial evaluation, the Park Board will evaluate those Proposals which satisfied the initial evaluation on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another to determine the most advantageous Proposal for the Park Board. Proposals will be evaluated based on the information provided by the Proponent in response to Section 5.0 of this RFP using the evaluation criteria, scoring and weighting set out below:

Proposal Offer Letter	Pass/Fail
Qualifications & Experience	20%

<ul style="list-style-type: none"> • Related background, prior experience and capability of the company to undertake the Work • Suitability of project examples referenced 	
Project Team <ul style="list-style-type: none"> • Related experience, capability, and professional standing of the principal contact and each key participant on Proponent’s team 	20%
Financial Capacity <ul style="list-style-type: none"> • Adequate demonstration of the Proponent’s financial capacity to undertake the project 	Pass/Fail
Development Concept <ul style="list-style-type: none"> • Alignment with the guiding principles and future vision for the Village Centre site as documented in the Village Centre Plan 	40%
References	5%
Schedule	5%
Financial Plan	10%

Additional Information

The Park Board may, in its discretion, request clarifications and additional information from any or all of the Proponents with respect to any or all of, or the information in any or all of, the Proposals. The Park Board is not required to request the same clarifications from all Proponents. The Park Board may consider such clarifications and additional information in evaluating a Proposal. If, in the opinion of the Park Board, the Proponent does not sufficiently clarify its Proposal so it is complete and meets the purpose, intent and requirements of this RFP, that Proposal will not be further evaluated.

Interviews

The Park Board may, in its discretion, invite some or all of the Proponents to meet with the Park Board to provide clarifications of their Proposals. In such event, the Park Board will be entitled to consider the answers received in evaluating the Proposals.

Selection of Preferred Proponent

The Park Board will select as the Preferred Proponent the Proponent with the Proposal that is determined to be most advantageous to the Park Board in accordance with this RFP.

Schedule 1 – Form of Proposal Offer Letter

FORM OF PROPOSAL OFFER LETTER
(Proponent’s Letterhead or name and address)

Attention: Cultus Lake Park Board (the “**Park Board**”)

Re: Request for Proposals, Cultus Lake Park Village Centre Redevelopment (the “**RFP**”)

The undersigned Proponent, on its own behalf and on behalf of all members of its team referenced in its Proposal (together, the “**Proponent Team Members**”) hereby submits its Proposal and unconditionally and irrevocably represents, warrants, and certifies as follows:

- 1) This Proposal Offer Letter, and the Proposal submitted by the Proponent herewith, has been duly authorized by all Proponent Team Members and validly executed by the Proponent;
- 2) All Proponent Team Members have received, carefully read and understood the entire RFP including any and all Addenda issued by the Park Board, and this Proposal Offer Letter;
- 3) The Proponent and all Proponent Team Members have complied with, and agree to, all terms and conditions of the RFP including any and all Addenda;
- 4) The enclosed Proposal is submitted in response to the RFP and contains confidential information about the competitive position of the Proponent and the Proponent Team Members, including trade secrets and commercial, financial, labour relations and technical information;
- 5) The contact of the Proponent listed in the Proposal has full authority to represent the Proponent and all Proponent Team Members in any and all matters related to this Proposal, including but not limited to, providing clarifications, rectifications and additional information that may be requested in association with the Proposal;
- 6) The Proponent and all Proponent Team Members will be bound by all offers, statements and representations made in the Proposal including any and all clarifications, inquiries, rectifications and additional information that may be provided in association with the Proposal;
- 7) The Proposal has been prepared, based and delivered solely and exclusively in reliance on independent due diligence independently undertaken by the Proponent and the Proponent Team Members and that the Proponent and the Proponent Team Members considered necessary to satisfy themselves as to all aspects of the Proposal, the Project and the Agreement, and not in reliance on information provided through or in connection with the RFP;
- 8) The Consultant named in the Proposal is qualified to enter into negotiations for an agreement with the Park Board and to perform the Work in strict accordance with the

negotiated agreement, and the Proponent will cause the Consultant to execute the agreement substantially in the form attached to the RFP in accordance with the RFP; and

- 9) All prices quoted in the Proposal will be honoured for a period of not less than 90 days from the Closing Time.

Unless otherwise expressly defined, the capitalized terms used in this Proposal Offer Letter have the meanings given to them in the RFP.

Dated as of the 30th day of September, 2025.

(Name of Proponent)

(Date)

(Signature of Authorized Representative)

(Name of Authorized Representative)

(Title of Authorized Representative)

Appendix A – Reference Documents

The following reference documents are available on the Cultus Lake Park website (<https://www.cultuslake.bc.ca/village-center-plan/>):

- Village Centre Plan: Cultus Lake Park Village Centre Plan, 2024
- What We Heard Community Engagement Summary Reports
- Cultus Lake Park Village Centre Market Assessment
- Village Centre Plan FAQs
- Cultus Lake Park Village Center Plan Conceptual Drawings

Additional reference documents include:

- PlanCultus: [Cultus Lake Park Plan Bylaw No. 1080, 2016](#)
- Zoning Bylaw: [FVRD Area H Cultus Lake Zoning Bylaw No. 1375, 2016](#)
- Preliminary geotechnical assessment (2024)

Appendix B – Reference Maps

- Cultus Lake Park Village Centre Location
- Cultus Lake Park Future Land Use
- Cultus Lake Park Zoning



Figure 2: Cultus Lake Park Village Centre Location

Cultus Lake Park Board
Request for Proposals
Cultus Lake Park Village Centre Redevelopment

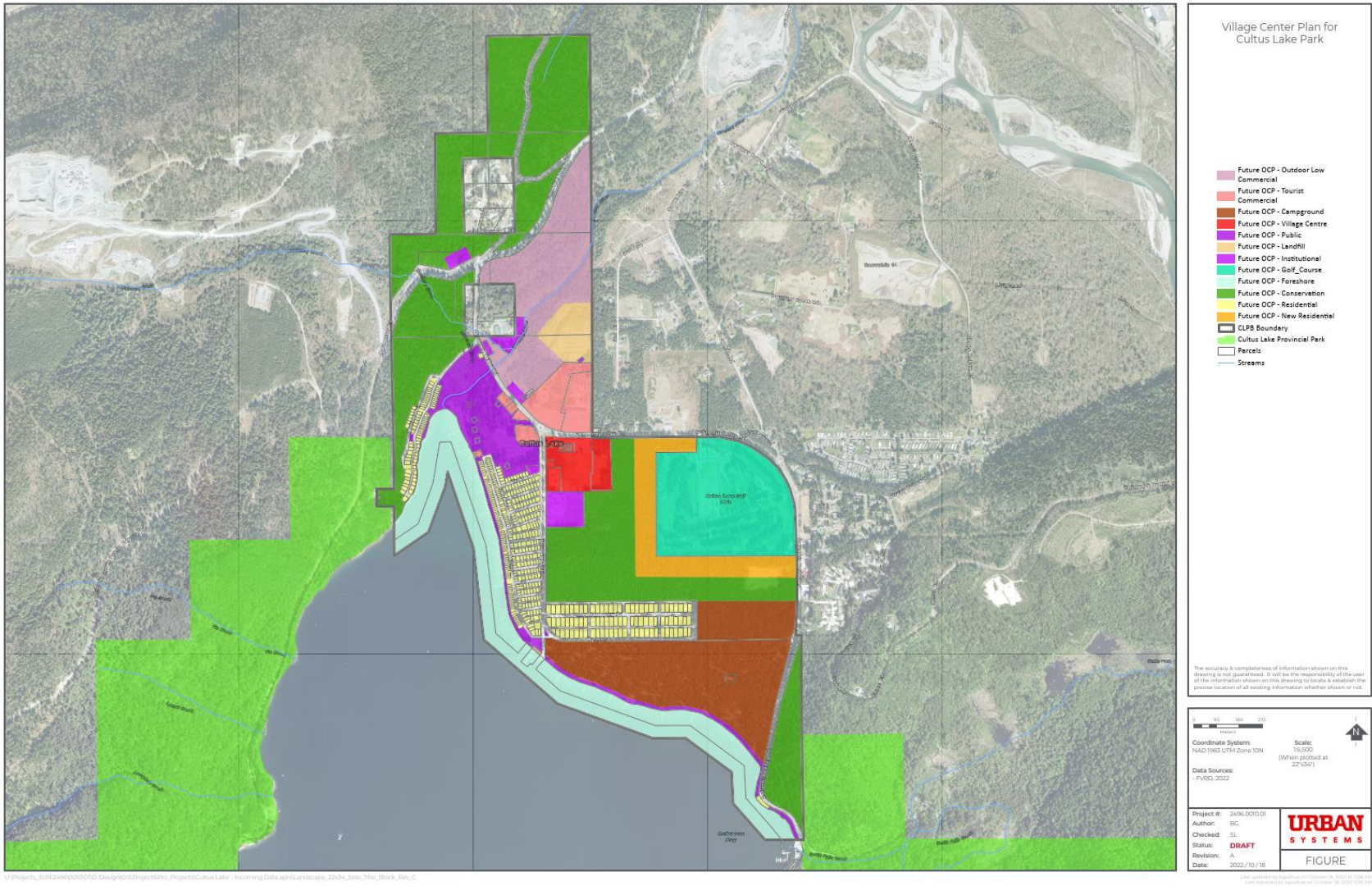


Figure 3: Cultus Lake Park Future Land Use

Cultus Lake Park Board
 Request for Proposals
 Cultus Lake Park Village Centre Redevelopment

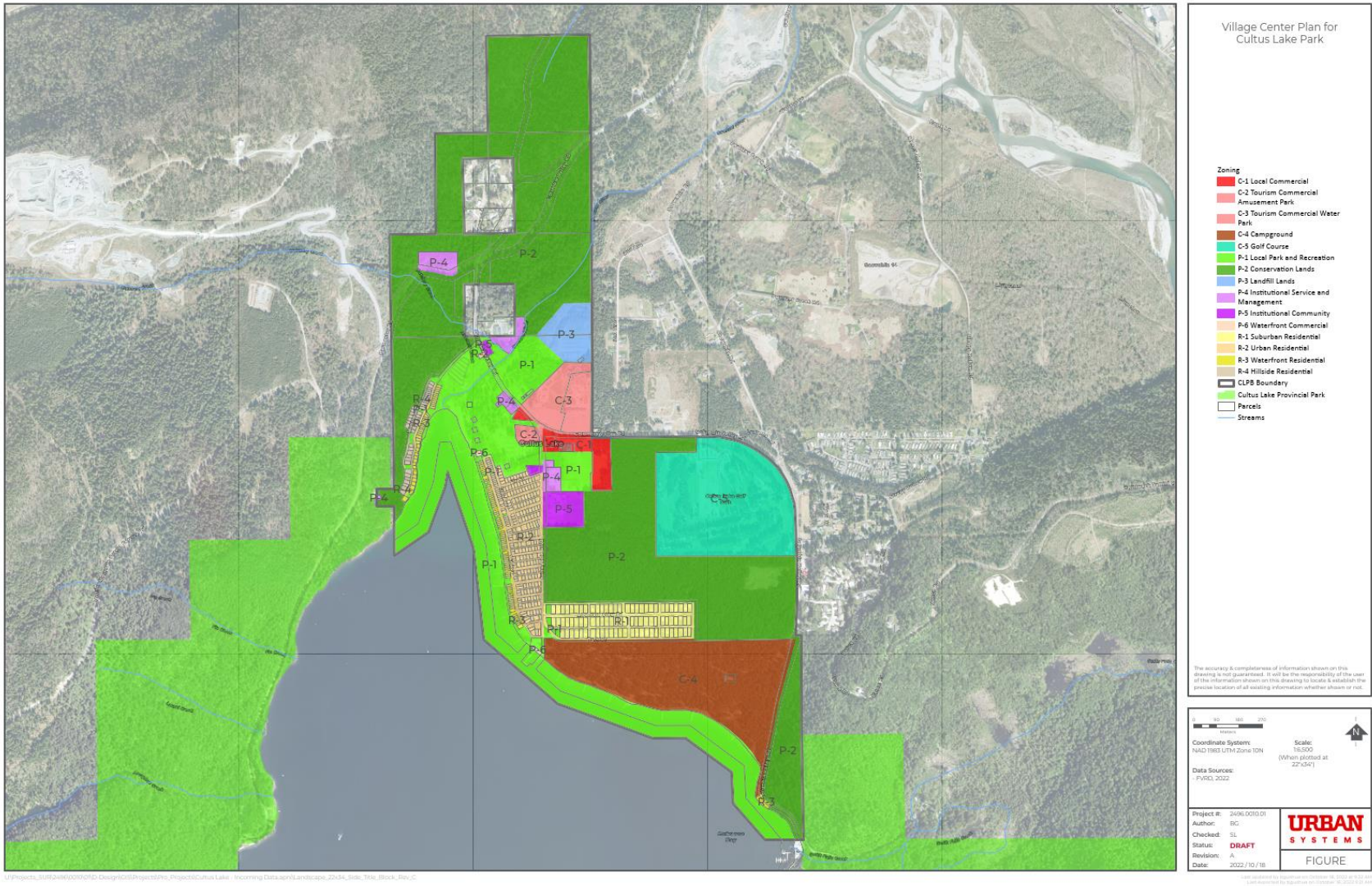


Figure 4: Cultus Lake Park Zoning

Cultus Lake Park Board
Request for Proposals
Cultus Lake Park Village Centre Redevelopment

