



Contract 3862P
Integrated Rainwater Resource Management Strategy

1 INTRODUCTION

The City of Richmond (the City) proposes to engage the services of an Engineering Consultant to complete a comprehensive Integrated Rainwater Resource Management Strategy.

2 SUBMISSION DETAILS

Three (3) copies of proposals marked “**Integrated Rainwater Resource Management Strategy 3862P**” addressed to the Purchasing Section, will be received at the Front of House, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 3:00 pm PST, on Wednesday, March 24, 2010. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

3 INQUIRIES

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Sumita Dosanjh

Telephone: 604-276-4097

Buyer II - Contracting Specialist

E-mail: purchasing@richmond.ca

Purchasing Department

City of Richmond

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4 PROJECT BACKGROUND

The City recognizes the importance of sustainability in the areas of rainwater management. Although the City of Richmond has some unique drainage challenges due to its “Island Community” nature, the City recognizes that rainwater is also a resource. To date, the City has implemented some sustainability initiatives, such as the Green Roof Bylaw and drainage hydraulic modeling to facilitate infrastructure upgrades in an opportunistic approach. The City endeavours to develop and implement a comprehensive and holistic approach to rainwater management for the entire community.

5 SCOPE OF WORK

The Consultant shall dedicate an experienced and efficient team capable of undertaking the following overall tasks:

- Develop an Integrated Rainwater Resource Management Framework;
- Develop an Integrated Rainwater Resource Management Strategy;
- Develop an Integrated Rainwater Resource Management Implementation Strategy;

5.1 Phase 1: Integrated Rainwater Resource Management Framework

The Consultant shall develop a framework for a Richmond specific Integrated Rainwater Resource Management Strategy. The overarching principles of the strategy shall include, but not be limited to:

- Supporting environmental stewardship, social responsibility and economic sustainability;

- Promoting rainwater as a resource that may provide economic benefits, while recognizing the ecologic and community value of a healthy and functioning open drainage network; and
- Fostering a holistic approach, which addresses the individual and integrated objectives of a:
 - a) Watershed Management Plan that defines a flood routing plan for extreme rainfall events;
 - b) Neighbourhood Management Plan that supports community based solutions for major rainfall events; and
 - c) Local Area Management Plan that promotes rainfall-capture source controls for daily minor rainfall events.

The framework shall outline the specific objectives of the strategy and include discussions on how these objectives can be achieved through the development of the watershed, neighbourhood, and local area management plans. The Consultant shall undertake all necessary tasks required to develop the framework including, but not limited to, the following:

- Discuss the significance of an Integrated Rainwater Resource Management Strategy and how it differs from the City's Flood Plain Management Strategy;
- Research existing Federal, Provincial, and Regional regulatory requirements and initiatives that the strategy supports (e.g., Regional Liquid Waste Management Plan, Provincial Stormwater Guidebook, Riparian Areas Regulation, etc.);
- Identify external stakeholders and outline how they will be involved in developing the strategy;
- Consult with all City stakeholders (e.g., Engineering, Environmental Sustainability, Parks, etc.) that will contribute to the development and implementation of the strategy and incorporate their comments accordingly;
- Research overall challenges specific to the City of Richmond from a drainage (e.g., pumping during high tide), geotechnical, topographic perspective, etc.;
- Discuss the significance of an integrated three-tiered (i.e., watershed, neighbourhood, and local area management plans) approach that addresses the spectrum of rainfall events;
- Identify the resource value of rainwater within the various management plan levels;
- Discuss how the management of rainwater runoff may impact the quality of water in the City's watercourses;
- Identify the ecological and community value of the City's watercourses, and opportunities to support and enhance these values, including the application of ecological principles to watercourse design in order to increase storage capacity, improve water quality, and protect aquatic/terrestrial habitat;
- Identify how the strategy can support environmental stewardship, social responsibility and economic sustainability;

- Identify opportunities to work with the development community to achieve the goals through development applications as well as incorporation of policies into the City's Official Community Plan (OCP); and
- Provide an overview of the tasks and schedules required to develop each management plan.

The Consultant shall determine the number of meetings necessary to complete this task and make the necessary arrangements with City staff. The Consultant shall prepare all meeting agendas and minutes. The Consultant shall summarize their findings in a City of Richmond Integrated Rainwater Resource Management Framework report. A draft report shall be submitted to the City for review prior to finalizing the report. This report may be presented to Council and/or at a public open house.

Deliverables

The Consultant shall submit ten (10) hard copies and digital copy on CD or DVD of the City of Richmond Integrated Rainwater Resource Management Framework.

5.2 Phase 2: Integrated Rainwater Resource Management Strategy (May be deleted)

5.2.1 Watershed Rainwater Management Plan

The Consultant shall develop a Watershed Management Plan that is specific to the City of Richmond and supports the overall goals of the Integrated Rainwater Resource Management Strategy. The Consultant shall undertake all works required to develop the plan which shall consist of, but not limited to, the following activities and considerations:

Environmental Assessment

- Evaluate watershed health from an ecosystem servicing perspective and impacts of development on the environment;
- Identify specific benefits, opportunities, and locations for rainwater re-use on a watershed level;
- Develop rainwater quality benchmarks and propose cost-effective and efficient monitoring schemes;
- Identify key city-wide changes in Best Management Practices or policies that may reduce infrastructure maintenance costs or alleviate the need for increasing engineered capacity; and
- Interview and collaborate with various City departments (e.g., Environmental Programs, Operations, Property Management, and etc.) as necessary.

Flood Route Mapping

- Develop a flood routing plan for extreme rainfall events (not flooding from the Fraser River) that minimizes impacts to emergency response routes,

Riparian Management Areas (RMAs), Environmentally Sensitive Areas (ESAs), properties, and other significant infrastructure;

- Identify hydraulic needs (i.e. conveyance, storage, pumping requirements, and etc.) for existing and OCP conditions using the City's DHI Mike Urban drainage models;
- Identify impacts, if any, to emergency response transportation corridors, RMAs, ESAs, and other significant infrastructure;
- Identify land acquisition requirements, if any;
- Estimate costs associated with the proposed infrastructure works; and
- Interview and collaborate with various City departments (e.g., Environmental Programs, Operations, Property Management, and etc.) as necessary.

The Consultant shall outline the overall tasks, schedule, and resources (personnel and financial) required to implement the watershed management plan.

The Consultant shall determine the number of meetings necessary to complete this task and make the necessary arrangements with City staff. The Consultant shall prepare all meeting agendas and minutes. The Consultant shall summarize their findings in a Watershed Management Plan chapter of the Integrated Rainwater Resource Management Strategy.

Deliverables

The Consultant shall submit three (3) hard copies and digital PDF of the draft Watershed Management Plan.

5.2.2 Neighbourhood Rainwater Management Plan

The Consultant shall develop a Neighbourhood Management Plan that is specific to the City and supports the overall goals of the Integrated Rainwater Resource Management Strategy. The Consultant shall undertake all works required to develop the plan which shall consist of, but not limited to, the following activities and considerations:

- Develop a management plan for major rainfall events at the neighbourhood level that supports environmental stewardship, social responsibility and economic sustainability;
- Develop a management plan with an emphasis on initiatives to improve overall rainwater quality, contribute to aquatic and terrestrial habitat, and provide recreational opportunities;
- Evaluate opportunities for neighbourhood-scale watercourse enhancement, including specific opportunities to increase connectivity between existing RMA's and ESA's;

- Identify neighbourhood areas featuring high-risk or high-value watercourses where targeted enhancement measures would provide significant community benefits;
- Evaluate ecological approaches to watercourse design (sinuous, planted, shaded, etc.) compared to traditional engineered maintenance techniques;
- Identify regions within integrated network where opportunities exist to isolate drainage during regular (non-flood) events, with long-term goal to provide viable aquatic habitat to limited areas;
- Identify specific opportunities and locations for rainwater re-use on a neighbourhood level;
- Identify hydraulic needs (i.e. conveyance, storage, pumping requirements, and etc.) for existing and OCP conditions using the City's DHI Mike Urban drainage models;
- Develop a management plan that optimizes existing infrastructure for existing and OCP development conditions;
- Identify land acquisition requirements, if any;
- Estimate costs associated with the proposed infrastructure works including land acquisition where required;
- Evaluate the engineering costs and ecological values of open watercourses compared to closed infrastructure;
- Interview and collaborate with various City departments (e.g., Environmental Sustainability, Operations, Property Management, etc.) as necessary; and
- Outline the overall tasks, schedule, and resources (personnel and financial) required to implement the neighbourhood management plan.

The Consultant shall determine the number of meetings necessary to complete this task and make the necessary arrangements with City staff. The Consultant shall prepare all meeting agendas and minutes. The Consultant shall summarize their findings in a Neighbourhood Management Plan chapter of the Integrated Rainwater Resource Management Strategy.

Deliverables

The Consultant shall submit three (3) hard copies and digital PDF of the draft Neighbourhood Management Plan.

5.2.3 Local Area Rainwater Management Plan

The Consultant shall develop a Local Area Management Plan that is specific to the City of Richmond and supports the overall goals of the Integrated Rainwater Resource Management Strategy. The Consultant shall undertake all works required to develop a management plan that captures minor rainfall events and retains the rainfall at the source. Some of the activities and considerations shall include, but not limited to, the following:

City Right-of-way (ROW) Best Management Practices (BMPs)

- Identify BMPs that are suitable within the City ROW;
- Provide brief descriptions of each BMP;
- Collaborate with various City departments (i.e. Environmental Sustainability, Operations, Transportation Planning, etc.) to address their concerns and needs;
- Prepare a matrix to evaluate the BMPs (capital and O&M cost, effectiveness, water quality benefits, etc.);
- Identify how and in what situations (e.g. commercial or residential neighbourhoods) specific BMPs can be implemented within the City ROWs; and
- Consider a combination of BMPs (system) that collectively is more effective, for example:
 - Innovative roadway designs that incorporate curb and gutters that direct runoff to infiltration swales;
 - Infiltration swales in City boulevards with perforated overflow pipe system underneath; and
 - Tree planting in conjunction with infiltration swales so that the infiltration swales can provide immediate reduction of runoff while allowing the trees that provide effective rainfall interception to mature.

On-site BMPs

- Identify BMPs that are suitable within the City of Richmond for each land use type (i.e., industrial, commercial, residential, etc.);
- Provide brief descriptions of each BMP;
- Consider BMPs such as green roofs, rain barrels, infiltration swales/galleries, oil grit separators, bio-retention facilities, pervious pavement, absorbent landscaping, etc.;
- Collaborate with various City departments (i.e. Environmental Programs, Operations, Property Management, Building Approvals, etc.) to address their concerns and needs; and
- Prepare a matrix to evaluate the BMPs (capital and O&M cost, effectiveness, water quality benefits, lot size requirements, etc.).

The Consultant shall outline the overall tasks, schedule, and resources (personnel and financial) required to implement the local area management plan.

The Consultant shall determine the number of meetings necessary to complete this task and make the necessary arrangements with City staff. The Consultant shall prepare all meeting agendas and minutes. The Consultant shall summarize their findings in a Local Area Management Plan chapter of the Integrated Rainwater Resource Management Strategy.

Deliverables

The Consultant shall submit three (3) hard copies and digital PDF of the draft Local Area Management Plan.

5.2.4 Final Submission of Integrated Rainwater Resource Management Strategy

Upon the City's review of the draft reports, the Consultant shall amalgamate all the management plans into one comprehensive Integrated Rainwater Resource Management Strategy. The Consultant shall incorporate the City's comments accordingly into the final report. This report, or parts thereof, may be presented to Council and/or used for public open houses.

Deliverables

The Consultant shall submit ten (10) hard copies and digital PDF of the final report. All digital files shall be submitted on one CD or DVD.

5.3 Phase 3: Integrated Rainwater Resource Management Implementation Strategy (May be deleted)**5.3.1 Watershed Management Implementation Plan**

The Consultant shall develop a Watershed Management Implementation Plan that will facilitate the implementation of the City of Richmond's Watershed Management Plan. The Consultant shall undertake all works required to develop the plan which shall consist of, but not limited to, the following tasks:

- Outline in detail the tasks required to implement the plan;
- Consider tasks such as developing a land acquisition strategy, developing a sequenced infrastructure upgrade plan, developing a sustainable financial strategy, developing policies, amending bylaws, etc.;
- Categorize tasks into short, medium and long term goals and prioritize the tasks within each category, including opportunities for "quick gains" or pilot projects;
- Outline the schedule required to implement each task;
- Identify the critical path and task dependencies;
- Identify the financial resources for each task;
- Identify tasks to be undertaken by specific City departments; and
- Identify opportunities to be undertaken by the development community or others.

The Consultant shall determine the number of meetings necessary to complete this task and make the necessary arrangements with City staff. The Consultant shall prepare all meeting agendas and minutes. The Consultant shall summarize their findings in a

Watershed Management Implementation Plan chapter of the Integrated Rainwater Resource Management Implementation Strategy.

Deliverables

The Consultant shall submit three (3) hard copies and digital PDF of the draft Watershed Management Implementation Plan.

5.3.2 Neighbourhood Management Implementation Plan

The Consultant shall develop a Neighbourhood Management Implementation Plan that will facilitate the implementation of the City of Richmond's Neighbourhood Management Plan. The Consultant shall undertake all works required to develop the plan which shall consist of, but not limited to, the following tasks:

- Outline in detail the tasks required to implement the plan;
- Consider tasks such as developing a land acquisition strategy, developing a sequenced infrastructure upgrade plan, developing a sustainable financial strategy, developing policies, amending bylaws, etc.;
- Categorize tasks into short, medium and long term goals and prioritize the tasks within each category, including opportunities for "quick gains" or pilot projects;
- Outline the schedule required to implement each task;
- Identify the critical path and task dependencies;
- Identify the financial resources for each task;
- Identify tasks to be undertaken by specific City departments; and
- Identify opportunities to be undertaken by the development community or others.

The Consultant shall determine the number of meetings necessary to complete this task and make the necessary arrangements with City staff. The Consultant shall prepare all meeting agendas and minutes. The Consultant shall summarize their findings in a Neighbourhood Management Implementation Plan chapter of the Integrated Rainwater Resource Management Implementation Strategy.

Deliverables

The Consultant shall submit three (3) hard copies and digital PDF of the draft Neighbourhood Management Implementation Plan.

5.3.3 Local Area Management Implementation Plan

The Consultant shall develop a Local Area Management Implementation Plan that will facilitate the implementation of the City of Richmond's Local Area Management Plan. The Consultant shall undertake all works required to develop the plan which shall consist of, but not limited to, the following tasks:

- Outline in detail the tasks required to implement the plan;
- Consider tasks such as developing a land acquisition strategy, developing a sequenced infrastructure upgrade plan, developing a sustainable financial strategy, developing policies, amending bylaws, etc.;
- Categorize tasks into short, medium and long term goals and prioritize the tasks within each category, including opportunities for “quick gains” or pilot projects;
- Outline the schedule required to implement each task;
- Identify the critical path and task dependencies;
- Identify the financial resources for each task;
- Identify tasks to be undertaken by specific City departments; and
- Identify opportunities to be undertaken by the development community or others.

The Consultant shall determine the number of meetings necessary to complete this task and make the necessary arrangements with City staff. The Consultant shall prepare all meeting agendas and minutes. The Consultant shall summarize their findings in a Local Area Management Implementation Plan chapter of the Integrated Rainwater Resource Management Implementation Strategy.

Deliverables

The Consultant shall submit three (3) hard copies and digital PDF of the draft Local Area Management Implementation Plan.

5.3.4 Final Submission of Integrated Rainwater Resource Management Implementation Strategy

Upon the City’s review of the draft reports, the Consultant shall amalgamate all the implementation plans into one Integrated Rainwater Resource Management Implementation Strategy. The Consultant shall incorporate the City’s comments accordingly into the final report. This report, or parts thereof, may be presented to Council and/or used for public open houses.

Deliverables

The Consultant shall submit ten (10) hard copies and digital PDF of the final report. All digital files shall be submitted on one CD or DVD.

5.4 Meetings

In addition to the meetings identified by the proponent to successfully complete the project, the Consultant shall arrange a minimum of six (6) meetings with the City project manager throughout the project.

5.4.1 Phase 1 Meetings

These meetings shall occur with the following milestones:

- Project initiation
- After completion of the draft Integrated Rainwater Resource Management Framework

5.1.2 Phase 2 and 3 Meetings (May be Deleted)

These meetings shall occur with the following milestones:

- After completion of Phase 1 (Task 5.1) prior to the initiation of Phase 2 (Task 5.2)
- After completion of the draft Integrated Rainwater Resource Management Strategy (Task 5.2.3)
- After completion of Phase 2 (Task 5.2) prior to the initiation of Phase 3 (Task 5.3)
- After completion of the draft Integrated Rainwater Resource Management Implementation Strategy (Tasks 5.3.3)

Deliverables

The Consultant shall create a distribute meeting agendas and minutes. The agendas shall be distributed prior to date of meeting. Minutes shall be distributed within one (1) week of meeting date.

6 CITY PROVIDED ITEMS

The City shall provide the following:

- City's GIS cadastral information in ESRI compatible format;
- DHI's Mike Urban Drainage Model;
- 2494P – Drainage Pump Station Condition Assessment and Pump Data, 2003;
- Various tabulated pump station information;
- Emergency routes, RAR and ESA locations available on City website;
- City bylaws available on City website

7 SITE MEETING

City staff shall be available on Monday, March 8, 2010, 10:30 am at the City of Richmond City Hall, Room M.1.002 to answer questions. The City strongly encourages all potential Bidders to attend this session. No other sessions will be organized or arranged for this Request for Proposal.

8 PROPOSAL SUBMISSIONS

The submissions shall include, at a minimum, the following sections:

8.1 Corporate Profile

The proponent is required to present a Corporate profile of their firm outlining its history, philosophy and target market.

8.2 Project Understanding

The proponent is required to describe the proponent's understanding of the project objectives/outcomes and vision, and how these will be achieved.

8.3 Methodology

The proponent is required to outline in detail the proposed methodology to successfully complete the project including expectations of the both the Consultant and the City with respect to each task.

8.4 Project Team

The proponent is required to provide a list of the project personnel along with their relative work experience, qualifications and proposed involvement in the project. The proponent must include reference information for at least three (3) projects of similar size and scope undertaken by key members of the project team.

The proponent shall also provide a list of proposed sub-Consultants and their relevant work experience.

8.5 Consultant Fees

The proponent is required to provide a cost break down for the tasks identified as per Appendix A and shall form the basis for payments to the successful proponent. The overall proposed cost must reflect both consulting and sub-consulting fees. Note that Phase 2 and 3 may be deleted in it's entirety or revised as a result of the findings from Phase 1.

In addition, the proponent must provide a schedule of fees that will form the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed. The City must approve any changes to the project team once the project has commenced.

8.6 Project Schedule

The City requires that Phase 1 (Integrated Rainwater Resource Management Framework - Task 5.1) of the project be completed within two (2) months of project initiation. A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for Phase 1 of the project. If in the proponent's opinion that more time is required to achieve the specified objectives, this should be clearly indicated in the proposal.

The proponent shall submit a proposed schedule for delivery of Phase 2 (Integrated Rainwater Resource Management Strategy) and Phase 3 (Integrated Rainwater Resource Management Implementation Strategy).

9 WORKING AGREEMENT

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponent's submission and any modifications thereto.

10 EVALUATION CRITERIA

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Understanding of project objectives/outcomes and vision
- Project Methodology
- Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- Project Deliverables
- Value for Money
- References
- Interview (if required)

11 NO PROMOTION OF RELATIONSHIP WITH THE CITY, THE OLYMPIC OVAL OR THE 2010 OLYMPIC AND PARALYMPIC WINTER GAMES

The Successful Proponent shall not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Successful Proponent to perform the Successful Proponent's obligations under the terms of this Agreement).

Furthermore, the Successful Proponent undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as "VANOC"). Without limiting the generality of the foregoing, the Successful Proponent shall not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", "Venue City", "Olympic", "Olympic Oval" or "Olympics", and shall not use any official emblem, logo or mascot of the 2010

Games, the City or the Richmond Olympic Oval in any Communications, without the express prior written consent of the City, which may be withheld.



City of Richmond
Business & Financial Services Department

Notice of No Bid

Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form. Please remember to include Quotation/Proposal/Tender No. at right.

Proposal No.
3862P

A Proposal is not being submitted for the following reason(s):

- | | | | |
|--------------------------|---|--------------------------|---|
| <input type="checkbox"/> | We do not manufacture/supply the required goods/services | <input type="checkbox"/> | Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> | We do not manufacture/supply to stated specifications | <input type="checkbox"/> | Cannot meet delivery requirements |
| <input type="checkbox"/> | Specifications are not sufficiently defined | <input type="checkbox"/> | Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> | Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> | Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> | Quantity too small | <input type="checkbox"/> | We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> | Quantity too large | <input type="checkbox"/> | We do not have facilities to handle this requirement |
| <input type="checkbox"/> | Quantity beyond our production capacity | <input type="checkbox"/> | Licensing restrictions (please explain) |
| <input type="checkbox"/> | Cannot meet packaging requirements | <input type="checkbox"/> | Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> | Cannot handle due to present plant loading | <input type="checkbox"/> | Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	

Appendix A – Summary of Fees

Tasks		Personnel			Subtotal		Total Cost
		Name	Name	Name	Hours	Disbursements	
		Hourly Rate	Hourly Rate	Hourly Rate			
5.1	Phase 1: Integrated Rainwater Resource Management Framework	# hrs	# hrs	# hrs			
5.2	Phase 2: Integrated Rainwater Resource Management Strategy (May be Deleted)						
5.2.1	Watershed Rainwater Management Plan	# hrs	# hrs	# hrs			
5.2.2	Neighbourhood Rainwater Management Plan	# hrs	# hrs	# hrs			
5.2.3	Local Area Rainwater Management Plan	# hrs	# hrs	# hrs			
5.2.4	Final Submission of Integrated Rainwater Resource Management Strategy	# hrs	# hrs	# hrs			
	Subtotal – Phase 2						
5.3	Phase 3: Integrated Rainwater Resource Management Implementation Strategy (May be Deleted)						
5.3.1	Watershed Rainwater Management Implementation Plan	# hrs	# hrs	# hrs			
5.3.2	Neighbourhood Rainwater Management Implementation Plan	# hrs	# hrs	# hrs			
5.3.3	Local Area Rainwater Management Implementation Plan	# hrs	# hrs	# hrs			
5.3.4	Final Submission of Integrated Rainwater Resource Management Implementation Strategy	# hrs	# hrs	# hrs			
	Subtotal – Phase 3						
5.4	Meetings						
5.4.1	Phase 1 Meetings	# hrs	# hrs	# hrs			
5.4.2	Phase 2 and 3 Meetings (May be Deleted)	# hrs	# hrs	# hrs			
	Subtotal – Meetings						



City of Richmond

Agreement

This Agreement dated the ☼ day of March, 2010, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond

6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

☼

(the "Consultant")

Whereas:

- A. The City is ☼ (the "Event or Project");
- B. The City requires a ☼ the Event or Project;
- C. The City issued a Request for Quotation☼ for the supply and delivery of ☼;
- D. The Consultant is willing and prepared to deliver ☼;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

1.1. The Consultant shall be responsible for the following as per Request for Quotation☼/Proposal ☼ and the Consultant's submission dated ☼.

- a) ☼
- b) ☼
- c) ☼

-
- d) ★
 - e) ★
 - f) ★
 - g) ★
 - h) ★

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Compensation

- 2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$★ plus GST per ★ for the duration of the term of this agreement, but total amount of payments not to exceed \$★ plus GST.
- 2.2. Once per month, commencing no sooner than ★, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of ★ (the “Statement of Account”).
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant’s GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant’s Statement of Account.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following ★ targets:
 - ★
- 3.2. The Consultant agrees to comply with following project deadlines:
 - ★
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating ★ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The

Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

6. Assignment And Subcontracting

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Representation

9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☒.

10. Ownership of Products

10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

11. Confidentiality

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

12. Related Companies

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

13. Term

13.1. This agreement is valid for the period commencing ☒ and ending ☒ (the "Expiration Date"), or such later date as may be mutually agreed upon.

14. Termination

14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☒, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

15. Notices

15.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

16. Feminine/Masculine

16.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

17. General

17.1. This Agreement may be amended upon mutual agreement of the parties in writing.

17.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

17.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

Consultant

City of Richmond