



**Contract 3866P**

**DETAILED DESIGN OF SANITARY SEWER PUMP STATION AND RELATED PIPE  
WORKS FOR HAMILTON AREA**

**1. Introduction**

The City of Richmond proposes to engage the services of an Engineering Consultant to provide detailed design for the proposed Sanitary Pump Station, that will be located at #23811-Thompson Gate. In addition to the proposed pump station, a gravity sanitary sewer will be required to serve the Translink development in East Richmond and a forcemain will be required to connect the proposed pump station to the existing Metro Vancouver East Richmond Pump Station.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

**2. Definitions**

Throughout this Request for Proposal the following definitions apply:

- a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at [www.bcbid.ca](http://www.bcbid.ca), or any replacement website;
- b) “City” means the City of Richmond, British Columbia;
- c) “Contract” means the written agreement resulting from this Request for Proposal executed by the City and the Contractor for the Work;
- d) “Consultant” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the City to perform and to oversee the Work;
- e) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- f) “Proposal” means a proposal submitted by a Proponent in response to this Request For Proposal;

- g) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- h) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the Owner;
- i) “Shall” and “Must” means a requirement that must be met in order for a Proposal to receive consideration;
- j) “Should” or “May” means a requirement having a significant degree of importance to the objectives of the Request for Proposal which will be considered in analysing the Proposals;
- k) “Submission” means a proposal submitted by a Proponent in response to this RFP;
- l) “Successful Proponent” means the same as “Consultant” and
- m) “Work” means the provision of all labour, services, material and equipment, and any action as necessary for the Consultant to complete and perform its obligations in accordance with the terms and conditions of the Contract.

### 3. Submission Details

Four (4) copies of proposals marked “**Detailed Design of Sanitary Sewer Pump Station and Related Pipe Works for Hamilton Area - Contract 3866P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 2:00 pm, Local Time on Thursday, March 25<sup>th</sup>, 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.

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 Proponents 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 proposal.

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.

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

Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.

A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.

The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.

All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

#### **4. Enquiries**

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

Purchasing

Kerry Lynne Gillis  
Buyer II - Contracting Specialist  
Purchasing Section  
City of Richmond

Telephone: 604-276-4135  
E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

4.2 Technical clarification shall be directed to:

Technical

Elena Paller, P. Eng.  
Acting Project Engineer  
Engineering and Public Works  
City of Richmond

Telephone: 604-276-4023  
E-mail: [epaller@richmond.ca](mailto:epaller@richmond.ca)

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

## 5. Negotiations

5.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
- c) specific contract details as deemed reasonable for negotiation by the City of Richmond.

5.2 If a written contract cannot be negotiated within 60 days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

## 6. Project Background and Scope of Work

A new Translink development is proposed in the Hamilton Area of East Richmond that requires sanitary service. Currently, Hamilton Area north of Gilley Road and east of Westminster Hwy does not have sanitary sewer infrastructure. The City is proposing to provide sanitary service to Translink development in the East Richmond and to build sanitary sewer infrastructure to meet the current zoning needs and to support the future high-density population growth forecast under the 2021 Official Community Plan.

Due to the nature of the soils in the Hamilton area of East Richmond, the high ground water table and physical constraints (ground contours, highway structures, utilities

conflicts, right of ways requirements) there are constraints that have to be addressed for the design and construction of the sanitary infrastructure such as: minimal sanitary sewer pipe slopes, maximum depth of installation, power availability, construction cost and etc. The City has analysed several sanitary sewer servicing options for Hamilton Area. It has been determined that the most beneficial option is to service the area with three (3) sanitary pump stations that will discharge into the forcemain that will be connected to the Metro Vancouver East Richmond pump station. Pump station No.1 and related pipe works as shown on the attached Hamilton Sanitary Servicing Area Option 1B is the first phase of this works and is the subject of this request for proposals.

Metro Vancouver approval will be required for the forcemain connection to the East Richmond pump station. MOTH approval will be required for the forcemain location on their land and for the highway crossings. Right-of-way will be required for the pump station located at #23811-Thompson Gate. A power supply must be obtained from BC Hydro.

Design flows and gravity sewer pipe sizes have been determined by the City. The Consultant will be required to size the forcemain and pump station components for the ultimate and interim development scenarios. Geotechnical soil and ground water investigation and recommendations will also be required for the design and construction of this project. The detailed design for the pump station should include but not be limited to civil, mechanical, structural, electrical, geotechnical and any other design necessary. Coordination with the Translink development's civil works Consultant will be required to design gravity sewer to service their site.

The City would like to explore innovative construction methods and technologies to reduce the construction time, minimize the impact to the MOTH lands, road right-of-ways, existing utilities and private properties in the affected areas, reduce the carbon footprint and possibly reduce the overall construction cost. Trenchless pipe rehabilitation technologies should be considered to re-use the existing Hwy 91A pipe crossing as a carrier pipe for the proposed forcemain. The Consultant will be required to provide drawing and specifications to repair existing crossing using Cured in Place Pipe (CIPP) products or equivalent methods. Trenchless pipe installation methods such as horizontal directional drilling (HDD) should be considered for the deep gravity sewer installation on Thompson Gate. HDD method could also be considered for Westminster Highway crossing on Boundary Road. The impact of the method chosen on the pipe gradient should be considered.

Due to the grant availability to build the sanitary infrastructure, time is the critical factor for the design and construction of this project (see the attached design & construction schedule). This project must be completed before March 31, 2011. However, because of the ground condition, completion of the excavation part of the work in the dry season is required.

### 6.1 Project Scope

The Engineering Consultant shall dedicate an experienced efficient team capable of undertaking the variety of tasks within the allotted time frame.

The scope of work shall include, but not be limited to the following items (see attached map Hamilton Sanitary Servicing Area Option 1B):

A	Design Item Description	Base/Optional
1	Provide pre-design report that should include but not be limited to the sizing of the forcemain and various sanitary pump station components including pump sizing recommendations for the ultimate and interim development scenarios. Class C cost estimates should also be provided.	Base
2	Detailed design of sanitary pump station at #23811-Thompson Gate for interim and ultimate development scenario (Preliminary design parameters: peak flow contribution from the sub-catchment based on OCP scenario is 54 l/s). Detailed design should include civil, mechanical, electrical, geotechnical, structural and any other design required. The SCADA programming will be provided by the City.	Base
3	Detailed design of the forcemain from #23811-Thompson Gate pump station to the East Richmond Pump Station (approx. 710m of 250mm diameter and 220m of 350 mm diameter) including Hwy 91 A crossing. Detailed design should include geotechnical design component.	Base
4	Detailed design of the gravity mains from Translink Development at 3951-Boundary Road to the pump station at #23811-Thompson Gate including MOTH crossing at the intersection of Boundary Road with Westminster Hwy (approx. 390m of 250mm diameter and approx. 130 m of 300mm diameter). Detailed design should include geotechnical design component.	Base
5	Detailed design of the gravity mains on Thompson Road to the pump station at #23811-Thompson Gate (approx. 200m of 150mm diameter and 270m of 200mm diameter). Detailed design should include geotechnical design component.	Base
6	Detailed design of the gravity mains on Boundary Road from #4551 to Thompson Gate (approx. 200m of 150mm diameter and 100m of 200mm diameter). Detailed design should include geotechnical design component.	Base
7	Provide detail design drawing and specifications for CIPP rehabilitation for the existing MOTH crossing Hwy 91 A to be re-used as the forcemain crossing carrier pipe. (approx. 67 m of	Base

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	500mm diameter ACCSP pipe). The video inspection of the existing crossing pipe and condition report should also be provided.	
8	Obtain MOTH permit to construct Works within Highway Right-of-Way for gravity sewer and the forcemain.	Base
9	Provide required information to Metro Vancouver to get approval to connect to the East Richmond Pump Station.	Base
10	Provide drawings required to obtain right of way for the pump station at #23811-Tompson Road.	Base
11	Obtain power source from BC Hydro.	Base
<b>B</b>	<b>Tender</b>	
12	Provide drawings and technical specifications for the City to pre-purchase Pump Station Components (wet well, electrical kiosk, pumps and appurtenances, hatch, flow meter). Answer technical inquiries during pre-purchasing tender periods for pump station components. Review Suppliers quotations and provide recommendations. Review shop drawings where required.	Base
13	Prepare Class A Construction Estimates, Construction Schedule of Quantities and Prices, Construction Contract Special Provisions and Specifications, and Measurement of and Payment for Work Section of the Construction Contract.	Base
14	Answer Technical Enquiries during Tendering Period for Construction Contract.	Base
15	Evaluate Tender Submissions and Provide Recommendations Report to Award Construction Contract.	Base
<b>C</b>	<b>Construction Project Management</b>	
16	Contract Administration	Optional
17	Field Inspection	Optional
18	Provide P.Eng. sealed as-constructed Drawings and Operation & Maintenance (O&M) Manual for the pump station including necessary site visits.	Optional

The City will provide ultimate and interim development flows and gravity sewer pipe sizes to the successful proponent under Task 1 (see the attached map Hamilton Sanitary Servicing Area Option 1B).

**A. Design Tasks should include but not limited to:**

1. compile and review available record drawings and reports;
2. inspect and become familiar with site conditions and constraints;
3. confirm scope of work, pump station location, sub-catchment boundaries and etc.;

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4. provide site survey and prepare base plans;
5. pre-locate existing utilities along new forcemain and gravity lines if necessary (excavation to be provided by the City, supervision, survey and drafting to be provided by Consultant);
6. provide solutions to resolve utilities conflicts where required;
7. provide geotechnical investigation to determine soil condition, ground water levels and ground water quantities to be expected during excavation and dewatering, and ground water quality. For proposal evaluation purposes only, the cost of drilling should be based on the ten (10) test holes requirement. The Consultant will be responsible to determine the actual number of test holes required for the design purposes. The cost of additional test holes if required will be covered by the City;
8. provide geotechnical recommendations for the pump station/pipeworks design and construction methods to minimise short term and long term differential settlements;
9. provide structural design to minimise short term and long term differential settlements for the pump station, gravity pipes and forcemain;
10. develop system curves for the interim and ultimate design conditions and provide pump recommendations. The Consultant shall consider and advise the City if a transient analysis is warranted;
11. select the required size of the sanitary pumps and well for the interim and ultimate development scenario. Pump selection should be based on the life cycle cost analysis;
12. design electrical kiosk for the interim and ultimate development scenario;
13. confirm the ROW requirements and provide required information to the City staff for ROW acquisition;
14. determine working easement requirements and provide required information to the City staff to obtain working easement if required for construction purposes;
15. provide recommendations for the proposed alignments for the gravity sewers and the forcemain;
16. provide video inspection of the existing MOTH crossing Hwy 91 A pipe and condition report and include related cost in the consultant fees;
17. provide pre-design report that would summarize but not be limited to all of the above tasks and include recommended options for the detailed design stage;
18. provide detailed design for the new pump station located at #23811-Thompson Gate and related pipe works. Design must minimize impacts on private properties as much as possible. The pump station lid must withstand occasional H-20 traffic loading;

19. provide detail design for CIPP rehabilitation for the existing MOTH crossing Hwy 91 A to be re-used as the forcemain crossing carrier pipe;
20. tie-in proposed pump station into the proposed gravity sewer mains and design the connection points for future sanitary sewer gravity mains to connect all future gravity lines in the respective sanitary sub-catchment areas;
21. tie-in proposed pump station into the proposed sanitary sewer forcemain and design indicated connections points for the proposed sanitary sewer forcemains to connect future pump stations;
22. provide detailed design for the tie-in of the proposed forcemain to the East Richmond pump station;
23. Gravity Sewer Mains, Forcemain and Pump Station will require separate drawings;
24. provide the design for City utilities relocations where necessary. Each City utility (water, storm, sanitary, street lighting) will require separate drawing;
25. coordination, permits, and approvals as required from utility companies, provincial agencies and any other organizations having jurisdiction will be the responsibility of the Consultant. Any application or permit fees required to process the application or permit will be paid by the City;
26. coordination with the developer's consultant for Translink development for the pump station/pipe works proposed will be the responsibility of the Consultant;
27. review City of Richmond Design Specifications, June 2008; City of Richmond Supplementary Specifications and Detail Drawing Standards, June 2005 and current Master Municipal Construction Document standards in context of recommendations;
28. allow for sufficient meetings and discussions with the City staff (minimum 6 meetings: project initiation meeting, pre-design report review meeting, site meeting to confirm alignments for gravity sewers and forcemain, detailed design review, final design review, tender submission review).

**B. Tender Tasks should include but not limited to:**

1. provide drawings and technical specifications for pre-purchase tenders including pump station tank, control kiosk, pumps, hatch and flow meter;
2. answer technical inquiries during pre-purchasing tender periods for pump station components (pump station tank, control kiosk, pumps, hatch and flow meter);
3. provide pre-purchase tender evaluation and recommendations for pump station components (pump station tank, control kiosk, pumps, hatch and flow meter);

4. provide review of shop drawings for pre-purchased pump station tank, control kiosk, pumps, hatch and flow meter;
5. shop testing will be required for the completed electrical kiosk;
6. prepare Class A Construction Cost Estimate, Schedule of Quantities and Prices (using City template), Special Provisions and Specifications and Measurement of and Payment for Work Sections of the Construction Contract to City standards for the pump station and related pipe works;
7. administration of the tender for the pump station and related pipe works construction contract including preparation of response/addenda to inquiries, evaluation and recommendation of tender award;

**C. Construction Project Management Tasks should include but not limited to (Optional):**

1. contract administration in accordance with the MMCD and certification of payment in accordance with the latest version of the Builder Lien Act for the pump station and related pipe works;
2. provide quality control during construction, including inspection and coordination of all testing required. Contractor will be responsible for the cost of material testing:
  - i. Consultant should allow 240 hours inspection time for pump station (based on 4-hour inspection time per day for 12 weeks) during construction period;
  - ii. Consultant should allow 150 hours inspection time for gravity mains installation from Translink development at 3951-Boundary Road to the pump station at #23811-Thompson Gate (based on 4-hour inspection time per day for 7.5 weeks);
  - iii. Consultant should allow 100 hours inspection time for forcemain installation from #23811-Thompson Gate pump station to the East Richmond Pump Station (based on 4-hour inspection time per day for 5 weeks);
  - iv. Consultant should allow 100 hours inspection time for gravity mains installation on Thompson Road to the pump station at #23811-Thompson Gate (based on 4-hour inspection time per day for 5 weeks).
3. coordinate and attend bi-weekly progress meetings, as necessary, during construction;
4. prepare and certify monthly progress payments and all necessary change orders;
5. consultant to arrange for commissioning of the pump station with City and Consultant in attendance;

6. Consultant will be responsible for proactive contract administration to ensure that project is delivered on time and on budget.

## **6.2 Deliverables**

Upon project completion, the Consultant will submit to the City the following, in original software format (not PDF):

1. pre-design report;
2. geotechnical report;
3. digital base plans showing all survey pickup in a neat readable manner;
4. all existing hardcopy as constructed information transfer on the survey plan;
5. all drawings in AutoCAD format complying with the City of Richmond Drafting Standards, August 2002;
6. signed/sealed detailed design drawings (two (2) sets each) and all other deliverables ready for requesting quotations from suppliers (for the purchase of the fibreglass tank, kiosk, electrical components, hatch, flow meter and the pumps). Shop drawings to be reviewed and approved by Consultant with copy sent to the City;
7. signed/sealed detailed design drawings (two (2) sets each) and all other deliverables ready for tendering the installation package for the #23811-Thompson Gate pump station and related pipe works;
8. draft Supplementary Special Provisions and Specifications for Pump Station and Related Pipe Works Installation Contract for the pump station;
9. Class A Construction Cost Estimate,
10. Schedule of Quantities and Prices (using the City's template);
11. Measurement of and Payment for Work Section of the Construction Contract;
12. a minimum of two sets of design drawings and reports for reviews, comments, and revisions per each stage of the project: pre-design, detailed design, final design, issued for tender and issued for construction;
13. cost estimates with each submission including a detailed class "A" construction cost estimate with tender submission documents;
14. draft Operation & Maintenance (O&M) Manual to the City for the pump station;
15. revised final O&M Manual for the pump station based on review by City and commissioning;
16. as constructed record drawings with digital files submitted to the City of Richmond upon final approval.

**7. City Provided Items**

The City will provide to the Consultant, the following items:

1. as-constructed information in hardcopy (digital format could be provided if available);
2. a map which specifies the proposed sanitary catchment areas for Hamilton Area, along with the locations for the proposed forcemains and gravity lines (Hamilton Sanitary Servicing Area Option 1B);
3. ultimate and interim development sanitary flows;
4. City of Richmond's drawings for typical sanitary pump station and electrical kiosk;
5. Schedule of Quantities and Prices documents template;
6. RFP 3866P Project Schedule (preliminary).

The City of Richmond Drafting Standards, August 2002; the City of Richmond Design Specifications, June 2008 and Supplementary Specifications and Detail Drawings, June 2005 may be purchased at the City's Front of House for \$100.00 each.

**8. Budget**

Construction scope will be determined based on the detailed Class A Construction Cost Estimates and tender prices for each system component. The City will build as much infrastructure as possible to utilize the grant money available for this project.

**9. Project Schedule**

The design project is to be completed as per project schedule, with construction commencing in July 2010. A preliminary pump station design & construction schedule is attached. The consultant's project schedule is to be submitted with the proposal.

**10. Proposal Submissions**

All Proponents should provide the following information with their submissions:

- a. A Corporate profile of their firm outlining its history, philosophy and target market.
- b. A detailed listing of sanitary sewer gravity mains, forcemain and pump station experience preferably in ground conditions similar to East Richmond.
- c. Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this

project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

- i. The proposed inspector who will be assigned to this Work must have experience with sanitary pump station installations in addition to experience with trenchless pipe installations and rehabilitation.
- d. A description of the Proponent's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- e. A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- f. A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- g. A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- h. A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- i. Provision of a priced methodology complete with a time allotment for each identified task proposed to employ to carry out the work, this shall form the basis for payments to the successful Proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
  - i. The schedule of fees should also include pricing for base Work items and optional Work items listed separately.
- j. A minimum of three (3) client references from projects of a similar size and scope.

## **11. 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.

Proponents should include their standard terms of engagement with their proposals.

## **12. Evaluation Criteria**

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

- a. Understanding of project objectives/outcomes and vision.
- b. Project Methodology.

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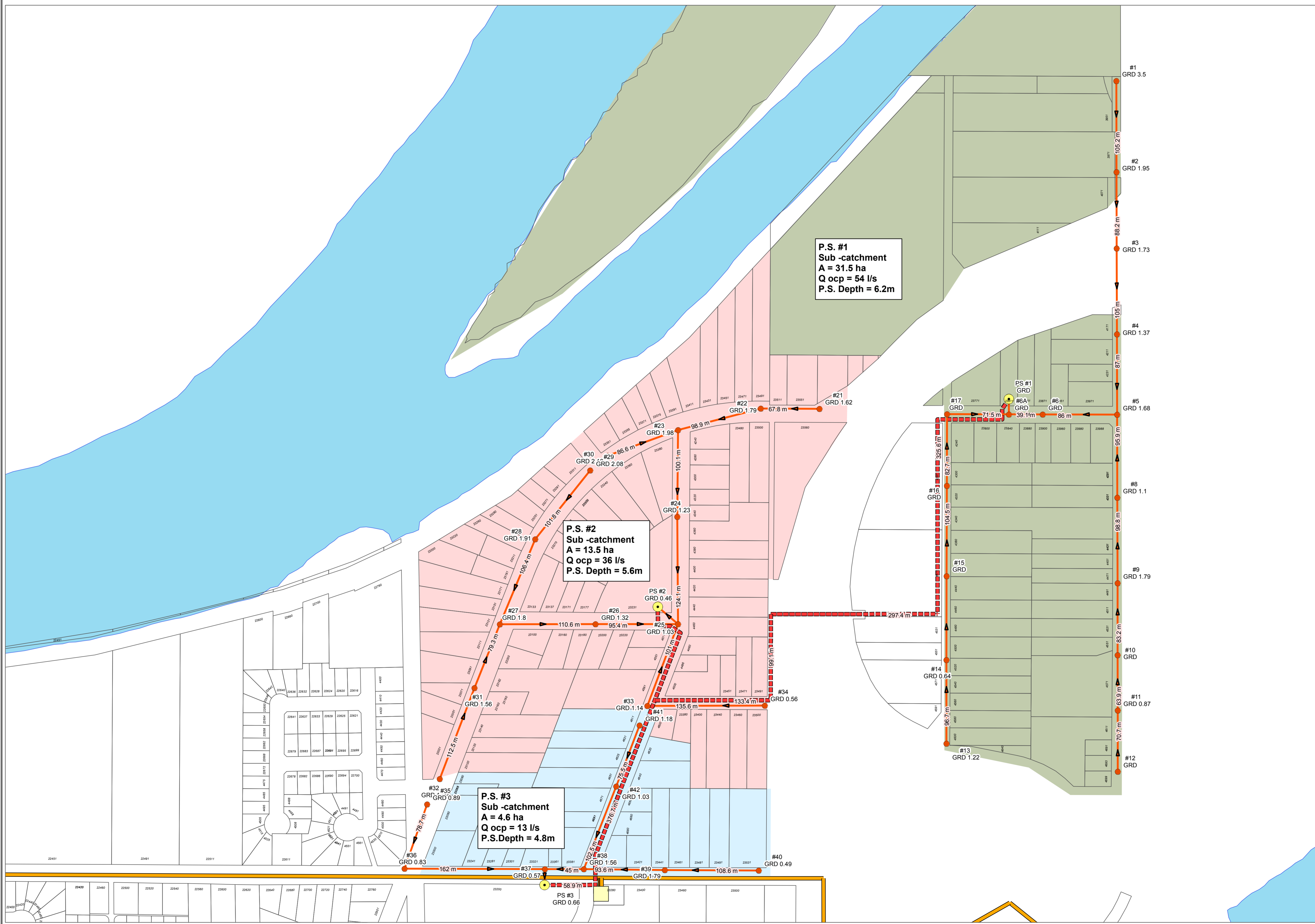
- c. Project Deliverables.
- d. Project Schedule.
- e. Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- f. Innovative Approaches for Project Delivery.
- g. Value for Money.
- h. References.
- i. Interviews (if required).

RFP 3866P Project Schedule (preliminary)  
Detailed Design of Sanitary Sewer Pump Station and Related Pipe Works for Hamilton Area

ID	Task Name	Duration	Start	Finish
1	RFP Process	9 days	Mon 15/03/10	Thu 25/03/10
2	Review Consultants Proposals and Provide Award Recommendations	4 days	Fri 26/03/10	Wed 31/03/10
3	Design Contract Award	1 day	Thu 01/04/10	Thu 01/04/10
4	Preliminary Design	20 days	Fri 02/04/10	Thu 29/04/10
5	Detailed Design	20 days	Fri 30/04/10	Thu 27/05/10
6	Pre-purchasing of Equipment Tenders Out	15 days	Tue 11/05/10	Mon 31/05/10
7	Tender for Pump Station Installation and Related Pipe Works	15 days	Fri 28/05/10	Thu 17/06/10
8	Review Contractor's bid submissions and provide Recommendations for Tender Award	5 days	Fri 18/06/10	Thu 24/06/10
9	Construction Contract Award	6 days	Fri 25/06/10	Fri 02/07/10
10	Construction	120 days	Mon 05/07/10	Fri 17/12/10
11	Receive Grant Money	74 days	Mon 20/12/10	Thu 31/03/11

## Legend

- Manholes
- Pump Stations
- GVS&DD Pump Station
- Gravity Mains
- - - Force Mains
- Trunk Sewers



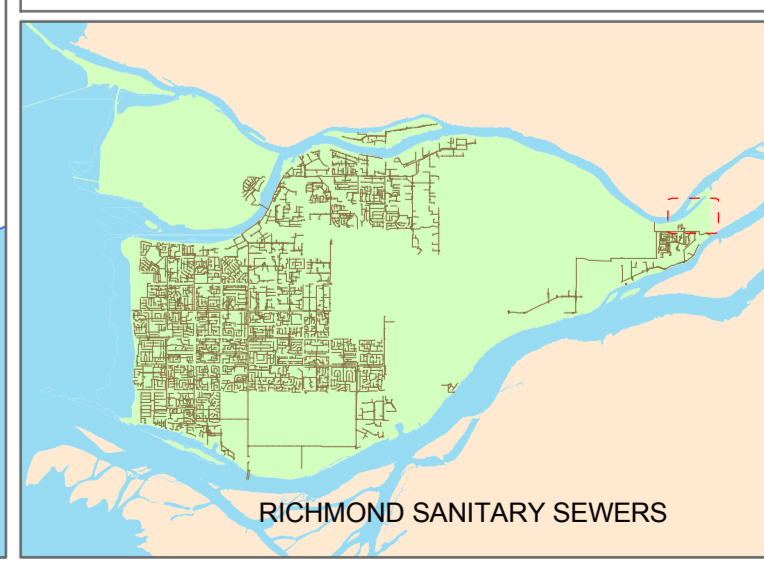
Data Snapshot Date: February, 2010  
 Map Created By: Julie Haman  
 Printed By: jhaman

Note:  
 The information shown on this map is compiled from various sources and the City makes no warranties, expressed or implied, as to the accuracy or completeness of the information.  
 Users are reminded that lot sizes and legal description must be confirmed at the Land Title office in New Westminster.  
 This IS NOT a legal document, and is published for information and convenience purposes only.  
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Meters  
0 50 100

1:2,125

City of Richmond





**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.

Quotation/Proposal/Tender No.

**3866P**

**A Quotation/Proposal/Tender 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 <span style="float: right;">Postal Code</span>
		Telephone Number



**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:

**2. Responsibilities and Duties**

2.1. 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) ✖

2.2. 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.

### 3. Compensation

- 3.1. 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.
- 3.2. 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").
- 3.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 3.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 3.5. 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.

### 4. Performance Standards

- 4.1. The Consultant is responsible for meeting the following ✖ targets:
  - ✖
- 4.2. The Consultant agrees to comply with following project deadlines:
  - ✖
- 4.3. 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.

### 5. Benefits

- 5.1. 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.

**6. Independent Contractor**

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

**7. Assignment And Subcontracting**

- 7.1. 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.
- 7.2. 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.

**8. Indemnity**

8.1. 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.

**9. Insurance**

- 9.1. 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.
- 9.2. 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.
- 9.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 9.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 9.5. 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.

**10. Representation**

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

**11. Ownership of Products**

11.1. 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.

**12. Confidentiality**

12.1. 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.

**13. Related Companies**

13.1. 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.

**14. Term**

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

**15. Termination**

15.1. 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.

15.2. 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.

**16. Notices**

16.1. 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.

**17. Feminine/Masculine**

17.1. 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.

**18. General**

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

18.2. 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.

18.3. 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.

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Consultant

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City of Richmond



# City of Richmond

6911 No. 3 Road  
Richmond, BC V6Y 2C1  
www.richmond.ca

## City of Richmond

March 22, 2010

File: 10-6340-20-P.10601/Vol 01

### Engineering

Telephone: (604) 276-4289

Fax: (604) 276-4197

TO THOSE WHO HAVE RECEIVED COPIES OF 3866P

Dear Sir/Madam:

**Re: Contract 3866P  
Addendum No. 1  
Detailed Design of Sanitary Sewer Pump Station and Related Pipe Works for  
Hamilton Area**

This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. The costs of all work contained herein shall be included in the Contract Price. The following revisions supersede the information contained in the original Contract Document to the extent referenced and shall become part thereof.

Consultant shall acknowledge receipt of this addendum by:

1. **Providing statement in their proposal that indicates its number and date.**
2. **Project Scope Changes and Clarifications**

### 2.1. Project Scope Changes

2.1.1. At the completion of pre-design report consultant should allow for Public Consultation Open House that should include but not limited to the following:

- arrangement of the venue for the event;
- public notification;
- producing and supply of three (3) information boards;
- consultant attendance of the public consultation event;
- technical presentation and answering the public inquiries at the event.

2.1.2. Detailed design stage should include obtaining of the Railway Crossing Permit for the gravity sewer extension to the south property line of the Tree Island Industries Ltd. located at #3933-Boundary Road.

## **2.2. Project Scope Clarifications**

2.2.1. Detailed design should include provision of the sewer connections for the adjacent properties.

2.2.2. Access to the existing 500mm diameter ACCSP pipe crossing Highway 91A for the video inspection will be provided by the City.

2.2.3. Record drawings for the recent pump station and electrical kiosk installation are available for viewing at City Hall as per consultant's request. To arrange viewing, please contact Elena Paller at 604 276-4023.

Yours truly,



Elena Paller, P.Eng.  
*Acting Project Engineer*  
EP:ep