



# City of Richmond

August 18, 2010  
File: 02-0775-50-4011/Vol 01

**Business & Financial Services  
Department  
Finance Division**  
Telephone: 604-276-4218  
Fax: 604-276-4162

**Attention: To All Proponents**

Dear Sir/Madame:

**Re: Request for Proposal 4011P – Design, Supply and Construct a Climbing Wall for the Richmond Olympic Oval – Addendum Five**

## **Introduction**

The content of Addendum Five, that modifies the RFP, is as set out below. **Please note particularly that the Closing Date has been extended to**

**Wednesday, 12:00 Noon, local time, August 25, 2010.**

Also note that draft supplementary general conditions modifying CCA 14 are also attached, and by way of Addendum Five, are included in the RFP.

For ease of reference only, attached is a blacklined version of the RFP highlighting the amendments made in Addendum Five. The blackline version does not form part of Addendum Five.

Finally, please note that we have received the following inquiry:

Q.1 Can you advise on the cost of a building permit (for the work required under this RFP)?

A.1 Please contact the City's Building Approvals/Permits department at 604-276-4285.

## **Addendum Five: Amendments to the Request for Proposal 4011P**

1. In section 2.1 delete the words "Thursday 12:00 Noon, local time, on August 19, 2010" and replace it "Wednesday, 12:00 Noon, local time August 25, 2010".
2. Delete section 2.7 in its entirety and insert the following:

"The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP."

3. In section 3.1, in the first line delete “any Proponent” and insert “the preferred Proponent”.
4. In section 3.1(i) and section 3.1(ii) delete “Lead Proponent” and insert “preferred Proponent”.
5. In section 3.2 insert at the end immediately before the period the following: “and proceed in the work in any manner the City may decide”.
6. Delete section 4.1 in its entirety and insert the following:

“The City will evaluate Proposals by applying the evaluation criteria set out in section 4.3 to identify the Proposal that, in the judgment of the City, will be most advantageous to the City. The City may consider any options included in a Proposal in the evaluation of that Proposal. Fixed Fees and total project budget estimate will be important in the evaluation of Proposals but the City expressly reserves the right to select a Proposal which is not the lowest price. Weightings are not assigned to the evaluation criteria but the City will evaluate all Proposals in the same manner.”

7. Delete section 4.3 in its entirety and insert the following:
  - i. The quality of the design for the climbing wall and the extent to which it satisfies the Owner’s Statement of Requirements;
  - ii. Methodology/understanding of Owner’s Statement of Requirements and the scope of work;
  - iii. Previous experience in the design and construction of climbing walls or comparative projects;
  - iv. Proposed project schedule for delivery of the project;
  - v. Financial information, including Fixed Fee, and total project budget.”

8. Insert a new section 4.5:

“4.5 The City may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal to determine the Proposal which will be most advantageous to the City.”

9. Change the title of Section 8 to read “Owner’s Statement of Requirements”.

10. Insert the following sentence immediately before section 8.1:

“The City wishes to enter into a contract for the design, supply, installation and construction of a new climbing wall to be installed into the Richmond Olympic Oval, having regard for the following list of requirements (it being acknowledged by the City that the final design for the climbing wall may not strictly satisfy all such requirements).”

11. In section 10 delete the second sentence in its entirety.

12. Delete section 11 in its entirety and insert the following:

“11. Scope of Work

The scope of the work for this contract is set out in Schedule “A” – Scope of Work to the draft contract as amended by the Supplementary General Conditions which are attached to this RFP as Appendix B.”

13. Delete section 12 in its entirety and insert the following “[Intentionally deleted.]”.

14. Delete the first two lines of section 13.1 and insert the following:

“Proponents should provide the following information in their Proposals in the order set out:”

15. Delete section 13.1.3.1 in its entirety and insert the following:

“Proponents should include a Fixed Fee Schedule in the format set out in Appendix A describing the following:

.1 Clearly identify all services that are included in the Fixed Fee; and

.2 Clearly identify all services required for the complete project that are not included in the Fixed Fee.

In the above identify all required subcontractors and sub-consultants such as professional engineers.”

16. Add a new Section 13.1.4 and 13.1.5 as follows:

“13.1.4 Preliminary Design Concept

13.1.4.1. Provide a preliminary design concept for the climbing wall, including sketches or drawings as appropriate.

13.1.5 Proposed Budget

13.1.5.1 Provide a breakdown of the proposed total project costs based on the Proponent’s preliminary design concept for the climbing wall.

13.1.6 Alternative Proposals

13.1.6.1 Proponent’s may at their election include options which vary Owner’s Statement of Requirements or the scope of work in order to provide benefits to the City, including:

(a) description of the option;

(b) justification for the option;

(c) price adjustment (to the Proponent’s Fixed Fee and to the project budget) for the option.”

17. In section 14.2 insert the following at the end: “as modified by the Supplementary General Conditions which are attached to this RFP as Appendix B.”

18. At the end of the document on a new page insert the title: “Appendix B – Supplementary General Conditions” and below that “[See attached.]”.

Yours truly,



FOR:

Sumita Dosanjh  
*Buyer II - Contracting Specialist*

SD:kg

## APPENDIX B:

### RFP 4011P Richmond Olympic Oval Climbing Wall Project

#### SUPPLEMENTARY GENERAL CONDITIONS

##### GENERAL

1. These Supplementary Conditions form an integral part of, and must be read in conjunction with, the Design-Build Stipulated Price Contract based on CCA-CSC-RAIC Document 14 – 2000 including the General Conditions contained therein.

##### AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

2. Add the following as Article 4.6:

“The *Contract Price* will be the entire compensation payable by the *Owner* to the *Design-Builder* for performing the *Work* and will be subject to adjustment only as expressly provided in the *Contract Documents*.”

##### DEFINITIONS

3. Delete the definition of “*Construction Documents*” in its entirety and replace with the following:

“The *Construction Documents* consist of the drawings and specifications required for the purposes of *Construction* that are prepared by the *Design-Builder* and that are accepted and signed by the *Owner* and the *Design-Builder*.”

4. In the definition of “*Contract Documents*”, in the second line insert the word “written” immediately before the word “amendments”.

5. Delete the definition of “*Design Services*” in its entirety and replace with the following:

“The *Design Services* means the professional design and construction administration services required to perform and complete the *Construction* in accordance with the requirements of the *Contract Documents*.”

##### GENERAL CONDITIONS OF THE CONTRACT

6. Delete GC 1.10 in its entirety and substitute the following:

“1.10 If there is a conflict within the *Contract Documents*:

- .1 the order of priority of documents, from highest to lowest, will be:
  - Agreement between *Owner* and *Design-Builder*;
  - Supplementary General Conditions;
  - Definitions of the Design-Build Stipulated Price Contract;
  - Schedule “A” Scope of Work;
  - *Owner’s Statement of Requirements* (Section 8 of the RFP entitled “4011P – Design, Supply and Construct a Climbing Wall for the Richmond Olympic Oval);
  - *Construction Documents*, after they have been accepted by the *Owner*; and

- General Conditions of the Design-Build Stipulated Price Contract;”
7. In line 3 of GC 1.1.14, after the words “occupancy of the *Work*”, add the words “, including for any renovations, additions or alterations thereto”.
  8. Delete GC 1.1.15 in its entirety and insert the following:
 

“The *Owner* will not use the *Consultant’s* (or any other consultant’s) instruments of service with respect to another facility without a written agreement with the *Consultant* (or other consultant as applicable) permitting such use.”
  9. Delete GC 1.2 in its entirety and insert the following:
    - “1.2.1 The *Design-Builder* and the *Consultant* may not rely on the accuracy or completeness of any information as provided by the *Owner* unless the *Owner* specifically approves of such reliance in writing. For greater certainty, the *Owner’s Statement of Requirements* is not intended to specify requirements or specifications for all aspects of design and construction and the *Owner* makes no representation whatsoever as to the accuracy or completeness of any of the information contained in the *Owner’s Statement of Requirements*.
    - 1.2.2 The *Design-Builder* shall review the *Owner’s Statement of Requirements* and promptly report and material errors, inconsistencies or omissions.
    - 1.2.3 The review by the *Design-Builder* under GC 1.2.2 shall be to the standard of a design-builder that is experienced in designing and building projects similar in size and complexity to the *Project*.
    - 1.2.4 If the *Design-Builder* discovers any material error, inconsistency or omission in the *Owner’s Statement of Requirements*, the *Design-Builder* will not proceed with the work affected until the *Design-Builder* and the *Owner* have agreed how the information will be corrected or supplied.”
  10. Insert the following at the end of GC 1.6.1 immediately before the period: “or as required by applicable law”.
  11. Delete the first sentence of GC 2.1.1 and insert the following: “The *Design-Builder* will engage the *Consultant* to perform or cause the performance of and to coordinate all the *Design Services* which will, without limitation, include:”
  12. Delete GC 2.1.5 in its entirety and Insert the following:
 

“The *Design-Builder* represents and warrants that the *Consultant*, and any other consultants retained by the *Design-Builder* or the *Consultant* to provide any of the *Design Services*, has the experience, qualifications and expertise of a professional qualified to undertake the *Design Services*.”
  13. Delete GC 3.3.2.2 in its entirety.
  14. Delete GC 3.4.1 in its entirety and insert the following:
 

“within 7 days execution of this *Contract*, prepare and submit to the *Owner* a schedule for the *Work* that it accurately reflects the timing and major activities of the *Work* and provides sufficient detail of the critical events and their interrelationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;”

## 15. Add the following GC 3.4.2:

"The *Design-Builder* will perform the *Work* in compliance with the schedule for the *Work*. If, for any reason, the *Work* falls behind the schedule for the *Work* the *Design-Builder* will as part of the *Work* either:

- (a) if in accordance with the *Contract Documents* the delay entitles the *Design-Builder* to a time extension the *Design-Builder* will forthwith prepare and deliver to the *Owner* a revised schedule for the *Work* to the reasonable satisfaction of the *Owner* indicating the revised dates for the remaining activities of the *Work*; or
- (b) if in accordance with the *Contract Documents* the delay does not entitle the *Design-Builder* to a time extension then the *Design-Builder* will take such steps as required to bring the *Work* back into conformity with the schedule for the *Work*.

Failure to comply with the requirements of this section shall be deemed to be a default under the *Contract* to which the provisions of GC 7.1.2 apply."

## 16. Delete GC 3.5.1 in its entirety and insert the following:

"3.5.1 The *Design-Builder* will be, and assume the responsibilities of, the "prime contractor" in connection with the *Work* for the purposes of the Workers Compensation Act, and as such the *Design-Builder* acknowledges its responsibilities for coordinating safety for the *Place of the Work*, including its own workers as well as those of subcontractors and all other parties performing work on or entering on the *Place of the Work*. The *Design-Builder* will initiate, maintain and supervise all safety precautions and programs in connection with the *Work* and will ensure that all persons under its control or direction have received adequate and appropriate health and safety training. The *Owner* may at any time require the *Design-Builder* to provide evidence of compliance with all health and safety requirements.

3.5.2 Prior to commencing the *Work*, the *Design-Builder* will provide the *Owner* with evidence of the *Design-Builder's* Worker's Compensation Board registration number, coverage, and a letter of good standing issued by the Worker's Compensation Board with respect to the *Design-Builder*."

17. Add at the end of GC 3.6.1 the phrase "and upon notice to the *Owner* and upon the prior written consent of the *Owner*, which consent will not be unreasonably withheld".

## 18. In GC 3.7.1.3 delete "; and" and insert it at the end of GC 3.7.1.4 in place of the period.

## 19. Add the following GC 3.7.1.5

"maintain good order and discipline among the *Subcontractor's* employees engaged on the *Work* and will ensure that the *Subcontractor* will not employ on the *Work* anyone not skilled in the task assigned."

20. Amend GC 3.8.2 by adding the words "that required by the *Contract Documents*, the intended use and design of the *Project* and" immediately after the words "consistent with" in line two.

## 21. Add the following GC 3.8.4:

"Immediately upon receiving from the *Owner* a written notice stating the *Owner's* reasonable objection to the work conduct of any of the *Design-Builder's* employees or subcontractors on the

*Place of the Work*, including without limitation any superintendent or foreman, the *Design-Builder* will remove such persons from the *Place of the Work*.”

22. In GC 3.9.1, immediately after the words “*Contract Documents*,” in the first line, insert “reviewed shop drawings,”.

23. Add the following at the end of GC 3.10.2:

“The shop drawings provided by the *Design-Builder* will be complete and show the entire extent of the relevant portion of the *Work*.”

24. Add the following GC 3.10.7:

“Upon *Substantial Performance of the Work*, the *Design-Builder* will submit all reviewed and revised shop drawings to the *Owner* as a permanent record of the *Work*. As of the date of issuance of a final certificate for payment, the shop drawings will be retained by the *Owner* as the *Owner’s* property.”

25. Add the following GC 3.10.8:

“The *Design-Builder* will not proceed with the *Work* to which a shop drawing applies before the *Consultant* has reviewed and approved the shop drawing as provided by GC 3.10.3.”

26. Delete GC 3.14.1.

27. In GC 4.1.4 replace “a” with “the total of the”; and replace “allowance” with “allowances”.

28. In GC 4.1.5 replace “each” with “the”; and replace “allowance” with “allowances”.

29. Delete GC 5.1 in its entirety.

30. Add the following at the end of GC 5.2.4:

“The *Design-Builder* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order* or *Change Directive*.”

31. Add the following at the end of GC 5.2.6:

“The *Design-Builder* may claim payment for any *Product* delivered to the *Place of the Work* but not yet incorporated into the *Work* only if title to that *Product* has already passed to the *Owner* or will pass to the *Owner* directly upon payment by the *Owner*.”

32. Add the following GC 5.3.3:

“The *Owner* may set off from payments owing to the *Design-Builder* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Design-Builder’s* wrongful or negligent act or omission, or which the *Owner* incurs on the *Design-Builder’s* behalf.”

33. Add the following GC 5.3.4:

“The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days written notice to the *Design-Builder*, pay such

amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Design-Builder*, without interest.”

34. Add the following GC 5.4.5:

“In addition to builders lien holdbacks, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* estimates as the total cost to complete the deficiencies.”

35. Add the following GC 5.4.6:

“The *Design-Builder's* application for *Substantial Performance of the Work* will constitute a waiver by the *Design-Builder* of all claims except those then previously made in writing to the *Owner*.”

36. Delete GC 5.5.3 in its entirety.

37. Add the following GC 5.7.4:

“The issuance of a final certificate for payment in no way relieves the *Design-Builder* from correcting defects or deficiencies not apparent at the time the certificate is issued.”

38. In GC 5.8.1 replace the word “If” with “Subject to applicable lien legislation, if”.

39. In GC 6.1.3, delete the words “an allowance for overhead and profit” in the first line and substitute “an allowance of 10% for overhead and an allowance of 5% for profit shall be included”.

40. Add the following GC 6.1.7:

“Whenever the *Owner* delivers a written request to the *Design-Builder* for a quotation of a possible change, the *Design-Builder* will within 10 days after receiving such request provide to the *Owner* in writing a quotation of the value of the contemplated change (increase or decrease) and a statement of the effect, if any, of the contemplated change on the schedule of the *Work*. The *Design-Builder's* written quotation and statement will be interpreted to include all costs, including any indirect or “impact” effects, and all effects on the schedule of the *Work*. The *Design-Builder* will not be entitled to claim on account of any cost or effect not included specifically in the quotation and statement unless the quotation and statement specifically itemize and describe such indirect effects.”

41. Add the following at the end of GC 6.5.4:

“No claim for additional payment arising from a delay will be payable to the *Design-Builder* unless the *Design-Builder* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

42. Add the following GC 6.5.6:

“The *Owner* may, at any time, give written direction to the *Design-Builder* for the *Design-Builder* to accelerate the *Work*, in which event the *Design-Builder* will use reasonable best efforts to proceed with the *Work* more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the *Owner* the *Design-Builder* is behind the approved schedule of the *Work* due to a cause within the control of the *Design-Builder*, then the cost of such acceleration will be borne by the *Design-Builder*. If at such time the *Design-Builder* is not behind the approved schedule, or is not behind due to a cause within the *Design-Builder's* control, then the cost of such acceleration will be for the account of the *Owner*.”

43. Add the following GC 6.5.7:

"If, for any reason, the *Design-Builder* deems it necessary to accelerate the *Work*, then the *Design-Builder* will provide the *Owner* with written notice of its intention to accelerate at least 24 hours prior to doing so."

44. Add the following GC 6.5.8:

"In the event of a delay which results in a stoppage of the *Work*, the *Design-Builder* will take all reasonable steps to protect the *Work* for the entire period of the delay. The cost of such protection shall be paid as follows:

- (i) the *Owner* will pay if GC 6.5.1 or GC 6.5.2 applies, or if GC 6.5.3 applies and the cause of the delay is a strike or other labour disruption by the *Owner's* employees;
- (ii) the *Design-Builder* will pay if GC 6.5.3 applies and the cause of the delay is other than a strike or other labour disruption by the *Owner's* employees."

45. In GC 7.1.1, after the words "the *Design Builder's* right to continue with the *Work*" in the fourth line, add "or terminate the *Contract*".

46. Delete GC 7.2.3.1 in its entirety.

47. In GC 7.2.4 replace "5" with "15".

48. Delete GC 8.2.6 in its entirety and insert the following:

"If both parties consent in writing to settle the dispute by arbitration then either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided by CCDC 40 in effect as of the date of the *Contract*. The arbitration will be conducted in British Columbia. If the parties do not both consent to arbitration then either party will be free to enforce its rights by litigation."

49. Add the following at the end of GC 9.1.1:

"Notwithstanding the foregoing the *Design-Builder* is not relieved from its own negligence or the negligence of those for whom the *Design-Builder* is at law responsible nor for any breach of the *Contract* by the *Design-Builder*."

50. In GC 9.2.4, immediately after the word "costs," in the second line, insert "and posting security in an amount and in a form reasonably satisfactory to the *Owner*,".

51. Delete GC 9.3.2, 9.3.3 and 9.3.4 in their entirety.

52. In GC 9.3.5 delete the words "which were not disclosed by the *Owner*, as required under paragraph 9.3.2, or which were disclosed but have not been dealt with as required under paragraph 9.3.4,".

53. In GC 9.3.5.3 immediately after the words "stopping the *Work*" in the first line, insert "if necessary".

54. In GC 10.1.2 add the following at the end: "The *Design-Builder* will not be entitled to overhead and profit mark-up due to any such increase. The *Design-Builder* must provide a detailed breakdown of additional taxes if requested by the *Owner*, in a form satisfactory to the *Owner*."

Profit and overhead will not be included in the increase or decrease of costs incurred by the *Design-Builder* due to changes in the aforementioned taxes and duties.”

55. Delete the first sentence of GC 10.2.4.

56. In GC 10.2.5 delete the words “knowing it to be” from the second line.

57. Add the following GC 10.2.6:

“This *Contract* will be construed according to the laws of British Columbia. The *Design Builder* will undertake all *Work* in full compliance with all applicable building, environmental and other laws, including without limitation applicable building codes, regulations and bylaws.”

58. Delete GC 12.1 in its entirety and insert the following:

“12.1.1 Notwithstanding the provision of coverage and insurance by the *Owner*, the *Design-Builder* will indemnify and save harmless the *Owner*, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (“claims”) that the *Owner* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Contract*, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the *Design-Builder* or of any agent, employee, officer, director or *Subcontractor* of the *Design-Builder* pursuant to this *Contract*, excepting always liability arising out of the independent negligent acts of the *Owner*, and provided that such claims are made in writing within a period of 2 years from the date of *Substantial Performance of the Work*.

12.1.2 GC12.1—INDEMNIFICATION shall govern over the provisions of paragraph 1.4.1 of GC1.4—RIGHTS AND REMEDIES or GC9.2—DAMAGES AND MUTUAL RESPONSIBILITY.”

59. Delete GC 12.2.1 in its entirety.

60. In GC 12.3.1 delete the phrase “one year” and insert “three years”.

## SCHEDULE "A" – SCOPE OF WORK

The scope of *Work* generally includes providing all labour and materials necessary to design, supply, install and construct the climbing wall in the Richmond Olympic Oval, except as specifically set out otherwise in this Agreement, including the following:

1. Finalize the preliminary design concept as set out in the *Design-Builder's* proposal, having regard for the *Owner's Statement of Requirements*.
2. Consult with Richmond Olympic Oval staff to allow them to share ideas and provide comments and input prior to the conceptual design.
3. All necessary concept design services.
4. Frequent communication and close contact with the *Owner*, including attending meetings and making presentations to senior staff as requested.
5. Cost estimates for development and recommendations for total project budget.
6. Design development and construction schedule.
7. Presentation drawings suitable for marketing.
8. Final concept drawings and shop drawings, including digital copies in the latest version AutoCAD.
9. Operation and maintenance manuals.
10. Code compliance report.
11. Obtain the building permit for the performance of the *Work*.
12. Comprehensive training of Richmond Olympic Oval staff on the use, operation and maintenance of the climbing wall.



**4011P – Design, Supply and Construct a Climbing Wall for the  
Richmond Olympic Oval**

**1. Introduction**

- 1.1. The City of Richmond (the “City”) requires a firm to design, supply and construct a climbing wall in the south west corner of the Richmond Olympic Oval located at 6111 River Road in Richmond, BC. Attached to this document is an architect’s perspective of what a climbing wall could look like in this location.
- 1.2. The objective of this RFP is to provide the City with responses from qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, potential interview and selection.

**2. Submission Details**

- 2.1. Proponents are requested to submit three (3) copies of their Proposal marked “4011P- Design, Supply and Construct a climbing wall for the Richmond Olympic Oval” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

~~Thursday~~Wednesday 12:00 Noon, local time, on August ~~19~~25, 2010

- 2.2. All questions relating to this RFP must be directed to Sumita Dosanjh, Buyer II – Contracting Specialist by email to [purchasing@richmond.ca](mailto:purchasing@richmond.ca). Inquiries and responses relating to this RFP will be distributed by email to the invited proponents. It is the sole responsibility of each Proponent to ensure that they have received all amendments and addenda related to this RFP.
- 2.3. 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.
- 2.4. 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.
- 2.5. Proposals shall be open for acceptance for ninety (90) days following the submission closing date.
- 2.6. 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 (<http://www.richmond.ca/busdev/tenders.htm>), and/or BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) to ensure that all available information has been received prior to submitting a proposal.

- 2.7. ~~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 Owner and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.
- 2.8. 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.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. All Proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

### 3. Negotiations

- 3.1. The award of any contract is subject to negotiations with anythe preferred Proponent. Such negotiations may include, but are not limited to, the following:
- i. Changes or work refinements in the service requirements or scope of work proposed by the Leadpreferred Proponent;

- ii. Price – if directly related to a change or refinement in the proposed scope of work proposed by the **Lead preferred** Proponent; and
  - iii. Specific contract details as deemed reasonable for negotiation by the City of Richmond.
- 3.2. If a written contract cannot be negotiated within sixty (60) days of notification to the preferred Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the preferred Proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety and proceed in the work in any manner the City may decide.

#### 4. Review of Proposals

- 4.1. The City will ~~review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.~~ evaluate Proposals by applying the evaluation criteria set out in section 4.3 to identify the Proposal that, in the judgment of the City, will be most advantageous to the City. The City may consider any options included in a Proposal in the evaluation of that Proposal. Fixed Fees and total project budget estimate will be important in the evaluation of Proposals but the City expressly reserves the right to select a Proposal which is not the lowest price.
- 4.2. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 4.3. Proposals will be reviewed on the following criteria:
- i. The quality of the design for the climbing wall and the extent to which it satisfies the Owner's Statement of Requirements;
  - ii. ~~i-~~ Methodology / understanding of Owner's Statement of Requirements and the scope of work;
  - iii. ~~ii-~~ Previous experience in with the design and construction of climbing ~~wall, innovative designs~~ walls or comparative projects;
  - iv. ~~iii-~~ Proposed project schedule for delivery of the project;
  - iv. **Capability, company and team lead experience;**
  - v. **Fees.** Financial information, including Fixed Fee, and total project budget.

4.4. Proponents may be scheduled for an interview at the discretion of the City.

[4.5. The City may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal to determine the Proposal which will be most advantageous to the Owner.](#)

## 5. Non-Conforming Applications

5.1. Proposals which fail to conform to the Format Requirements or which fail to conform to any other requirement of this RFP may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFP, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to Closing Time.

## 6. RFP Process

6.1. The City may unilaterally take the following actions, and shall not be liable for any such actions:

- i. amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- ii. reject or accept any or all Submissions;
- iii. cancel the RFP process at any time and reject all submissions; or
- iv. cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

6.2. The Respondent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

## 7. Information Disclaimer

7.1. The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to the Serviced provider pursuant to this RFP.

7.2. The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City.

The information contained in this RFP is provisional and will be superseded by other agreement documents.

7.3. The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

#### 8. ~~Project Background~~ Owner's Statement of Requirements

The City wishes to enter into a contract for the design, supply, installation and construction of a new climbing wall to be installed into the Richmond Olympic Oval, having regard for the following list of requirements (it being acknowledged by the City that the final design for the climbing wall may not strictly satisfy all such requirements).

- 8.1. The City's intention is to construct a new unique, state-of-the-art climbing wall that will draw not only the beginner but professional climbers located in the region, country and the world to the Richmond Olympic Oval.
- 8.2. The climbing wall will be located in the southwest corner of main activity level. The intention is that the wall will complement and enhance the building's architecture, and also incorporate the large window in this part of the room
- 8.3. The climbing shall be "a functional piece of art". The climbing wall shall be aesthetically pleasing and eye catching, but functional;
- 8.4. The climbing wall shall be designed to look like a mountain;
- 8.5. The climbing wall shall have multiple routes for climbing (as many as possible);
- 8.6. The climbing wall shall include cracks and a bouldering component;
- 8.7. The climbing wall shall include belaying and rappel ledges;
- 8.8. The climbing wall shall incorporate Oval's Olympic history into the design and look of the wall;
- 8.9. The climbing wall shall have a durable climbing surface with a realistic feel and look;
- 8.10. The climbing wall shall have adjustable and variable hand holds;
- 8.11. The climbing wall shall have the ability to be re-configured

#### 8.12. Space dimensions of the climbing wall are:

- 8.12.1. The climbing wall shall be as tall as possible (40+ feet);
- 8.12.2. The climbing wall shall encompass 3,000 sq ft + of wall space;
- 8.12.3. The climbing wall shall have a separate and moveable bouldering wall;
- 8.12.4. The climbing wall must not interfere with track activities.

#### 8.13. Program Content:

- 8.13.1. The climbing wall shall be used as a training and recreational tool for serious and accomplished climbers;
- 8.13.2. The climbing wall shall be used as a training and recreational tool for those who are serious about bouldering;
- 8.13.3. The climbing wall shall be used as a teaching device for novice climbers of all ages;
- 8.13.4. The climbing wall shall be used as a cross training tool for athletes; and
- 8.13.5. The climbing wall shall be used as a rescue training tool for fire fighters and emergency services personnel (i.e.: rappel training).

### 9. Project Schedule

- 9.1. The climbing wall must be completed prior to the end of 2010. The site is currently available and accessible.

### 10. Estimated Project Budget

- 10.1. The initial estimated total project budget for the Climbing wall is approximately \$250,000 inclusive of all soft costs such as consulting fees, building permits, and any applicable taxes.—  
~~The successful proponent is asked to review the total project budget and if this budget is not adequate for the scope of work described then a revised or options should be provided to the city for their consideration.~~

### 11. ~~Project~~ Scope of Work

- ~~11.1.~~ The scope of the work for this contract ~~may include but is not limited to the following areas of involvement:~~ is set out in Schedule "A" – Scope of Work to the draft contract as amended by the Supplementary General Conditions which are attached to this RFP as Appendix B.

~~11.1.1. Finalize the climbing wall concept;~~

~~11.1.2. Consultant with Richmond Olympic Oval staff to allow them to share ideas and provide comments and input prior to the conceptual design;~~

~~11.1.3. Concept design services for the climbing wall;~~

~~11.1.4. Frequent communication and close contact with the City;~~

~~11.1.5. Cost estimates for development and recommendations for total project budget;~~

~~11.1.6. Develop a project schedule;~~

~~11.1.7. Provide digital concept drawings and shop drawings in the latest version AutoCAD;~~

~~11.1.8. Attend meetings and make presentations to senior staff as requested;~~

~~11.1.9. Minimum 3-year warranty;~~

~~11.1.10. Staff training.~~

## **12. Deliverables**

~~12.1. The Proponent will be responsible to provide complete engineering and design services to build a climbing wall that will be either free standing or attached to the Richmond Olympic Oval structure.~~

### **The overall Project:**

- ~~1. Concept design;~~
- ~~2. Final design and shop drawings;~~
- ~~3. Code Compliance Report;~~
- ~~4. Recommended total project budget;~~
- ~~5. Development and relocation schedule;~~
- ~~6. Presentation drawings suitable for marketing;~~
- ~~7. Building permit;~~
- ~~8. Protection of work;~~
- ~~9. Site construction supervision and on-site First Aid;~~

~~10. Supply of material and labour to construct the climbing wall; and~~

~~11. Operation and maintenance manuals;~~

12. ~~Minimum 3-year warranty;~~ [\[Intentionally deleted.\]](#)

~~13. Staff training.~~

### 13. Proposal Submissions

13.1. ~~All proponents are required to provide the following information with their submissions, and in the order that follows:~~ [Proponents should include a Fixed Fee Schedule in the format set out in Appendix A describing the following:](#)

#### 13.1.1. Methodology

13.1.1.1. Describe the methodology you propose to use to deliver this project: what the key features are, what challenges you perceive, how you would involve various stakeholder groups, fit with the site, etc.

13.1.1.2. Describe your design philosophy and working relationships with your sub-consultants, the client group, and stakeholders. Include your experience with other projects including.

13.1.1.3. Given your understanding of this project, what is your proposed project schedule. Identify milestones.

#### 13.1.2. Capability

13.1.2.1. Provide a brief history of your organization, including date founded, ownership, and any subsidiary relationships or relationships with other.

13.1.2.2. Provide a list of relevant client references (at least 3), including contact persons and telephone numbers. Relevant list should, if applicable, include at least 1 client in the municipal government sector.

13.1.2.3. Provide confirmation of your Project Team. Provide specific information regarding each team member's involvement in related concept design. Include their role, the firm they were engaged with at the time, the timeframe of the project.

13.1.2.4. Describe your capacity and procedures to deliver the project by December 2010.

### 13.1.3. Fee Schedules

13.1.3.1. Proponents ~~are requested to~~should include a Fixed Fee Schedule in the format ~~provided~~set out in Appendix A ~~outlining~~describing the following:

13.1.3.1.1. Clearly identify ~~those~~all services that are included in the Fixed Fee; and

13.1.3.1.2. Clearly identify all services required for the complete project that are not included in the Fixed Fee.

In the above identify all required subcontractors and sub-consultants such as professional engineers.

### 13.1.4. Preliminary Design Concept

13.1.4.1. Provide a preliminary design concept for the climbing wall, including sketches or drawings as appropriate.

### 13.1.5. Proposed Budget

13.1.5.1. Provide a breakdown of the proposed total project costs based on the Proponent's preliminary design concept for the climbing wall.

### 13.1.6. Alternative Proposal

13.1.6.1. Proponent's may at their election include options which vary Owner's Statement of Requirements or the scope of work in order to provide benefits to the City, including:

(a) description of the option;

(b) justification for the option;

(c) price adjustment (to the Proponent's Fixed Fee and to the project budget) for the option.

## 14. Working Agreement

14.1. 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 proponents submission and any modifications thereto.

- 14.2. Form of Agreement will be the Canadian Standard Form of Contract – Standard Construction Document 14 ( design build stipulated price) [as modified by the Supplementary General Conditions which are attached to this RFP as Appendix B.](#)



**[Appendix B – Supplementary General Conditions](#)**

**[\[See Attached.\]](#)**