



4027P Consulting Services – Steveston North AC Watermain Replacement and Storm and Sanitary Sewer Upgrades

1. Introduction

- 1.1. The City of Richmond (the “City”) requires a Civil Consultant (the “Consultant”) to provide design services for the Steveston North AC Watermain Replacement and Sanitary Sewer Upgrade (the “Services”).
- 1.2. The objective of this request for proposal 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, interview and selection.

2. Submission Details

- 2.1. Proponents are requested to submit four (4) copies of their Proposal marked “**4027P - Steveston North AC Watermain Replacement and Sanitary Sewer Upgrade**” 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 12:00 Noon, local time, on September 30, 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. 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 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for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.
- 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 any 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 Lead Proponent;
 - ii. Price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead 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.

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.

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. Methodology /understanding of scope of work,
- ii. Previous relevant experience,
- iii. Capability, Company and Team experience & qualification,
- iv. Fees,
- v. Project Deliverables,
- vi. References.

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

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

- 8.1. In order to reduce maintenance costs, the City has a replacement program intended to replace watermains prior to failure. The watermains specified in this package are at or near the end of their life expectancy and will have to be replaced.
- 8.2. In addition to the watermain replacement, an assessment of the sanitary and storm systems in the North Steveston area was completed to identify the upgrades required to meet current demands as well as meet the needs of future developments in the area. These upgrades to the existing sanitary and storm gravity sewers are included in this package.

9. Project Schedule

9.1. The following is the targeted schedule for deliverables:

Preliminary Design Stage

- Preliminary Design Report – **December 10, 2010**
- Preliminary drawing indicating alignment and location of upgrades – **December 10, 2010**

Detail Design Stage

- Detail design drawings for approval – **January 28, 2011**
- Class 'A' construction cost estimate – **January 28, 2011**
- Final signed / sealed design drawings Issued for Tender – **February 17, 2011**

10. Project Scope

10.1. The scope of work for this project is summarized as follows:

- Approximately 6750 lineal meters of 200mm watermain replacement;
- Approximately 1650 lineal meters of 300mm watermain replacement;
- Approximately 45 lineal meters of proposed 900mm storm sewer upgrade;
- Approximately 250 lineal meters of proposed 250mm sanitary sewer upgrade.

10.2. The further details on the scope of work are shown in the attached map. Please note that the proposed watermain, storm sewer and sanitary sewer sizes are included in the map.

11. Consultant Duties

11.1. The Consultant duties shall include, but not limited to, the following items:

11.1.1. Background Information

- Review City Supplementary Specifications and Detail Drawings.
- Compile and review available hard copy record drawings.
- Inspect and become familiar with site conditions and constraints.
- Obtain all utility and service as-built information from the appropriate owners.
- Review City records.
- Review City Boulevard Bylaw #7174, Road Restoration Bylaw #7869 and Residential Access Bylaw #7222.
- Meet on-site with engineering and operations staff to review any potential conflicting utilities and general site restrictions.

11.1.2. Survey and Base Plan Preparation

- Perform a Total Station or GPS survey of the subject and surrounding areas picking up property pins, service connections, utility poles, edges of asphalt, driveways, parking areas, structures, property lines, trees, fences, ditches, legal data, etc...
- Prepare digital base plans showing all survey pickup in a neat readable manner.
- Transfer all hardcopy as constructed information to the plans.
- The City does not provide any legal or cadastral base plan information. The successful proponent is responsible for preparing a base plan using registered LTO plans and survey pickup.

11.1.3. Preliminary Design

- Prepare preliminary alignment for the proposed watermain replacements and the proposed storm and sanitary sewer upgrades detailed in the scope of work for City review.
- Provide Class 'C' preliminary cost estimate based on preliminary design alignments.

11.1.4. Detailed Design

- Upon City approval of **Preliminary Design**, prepare detailed drawings in accordance with City Design Specifications and drafting standards showing all works required for the watermain replacement, and the storm and sanitary sewer upgrades.
- Allow for a minimum of three sets of reviews, comments, and revisions of final completed detailed design drawings.
- Identify locations where pre-locating of utilities is required (The City will organize and pay for the actual pre-location services).
- Allow 2 weeks for each City review.
- Submit signed and sealed drawings once drawings are approved.
- Submit full set of drawings to City drafting standards on CD after final approval. Digital file review will occur prior to final payment. Identify and provide list of special provisions or specifications needed .Provide Class 'A' construction cost estimates for all projects based on Detailed Design ready for tendering and City budgeting.

11.1.5. Meeting with City Staff and Consultation with the Public

- Allow for sufficient meetings with City staff and outside agencies during preliminary design and detailed design process.
- Allow for site meetings with engineering and operations staff to review watermain alignments and particulars.
- Chair meetings at City Hall, and record and prepare all minutes.

11.1.6. Deliverables

11.1.6.1. Preliminary Design Stage

- Preliminary Design Report.

- A set of drawings indicating preliminary alignments and road restoration options.
- Class 'C' construction cost estimate.

11.1.6.2. Detail Design Stage

- Detail design drawings for approval.
- Class 'A' construction cost estimate.
- Final approved signed / sealed detail design drawings Issued for Tender and/or Issued for Construction.
- Digital files of all design drawings in CAD format.
- Provide a list of special provisions and specifications, where necessary.

11.1.7. Consulting Services during Construction Phase

- It is the intent of the City to tender this project, perform the construction inspection, and contract administration using City staff resources. However, the Consultant shall allow an additional 30 hours of time for Professional Engineering advisory services during the construction phase to address any design issues, issue drawing revisions, and provide clarifications needed by the City. Invoicing shall be based on actual time spent.

12. City Provided Items

- 12.1. The City will provide as-constructed information of City utilities in hard copy format only. The City of Richmond Drafting Standards – August 2002, Supplementary Specifications and Detail Drawings – June 2005, and Design Specifications – June 2008 are available at no charge to the successful consultant.

13. Proposal Submissions

- 13.1. All proponents are required to provide the following information with their submissions, and in the order that follows:

13.1.1.1. Methodology

Describe the methodology you propose to use to deliver this project: what the key features are, what challenges you perceive, etc.

Provide a description of your understanding of the project objectives/ outcomes and vision, and how these will be achieved. Given your understanding of this project, what is your proposed project schedule. Identify milestones, key activities, project meetings, draft reports, presentation to Council, final report.

13.1.1.2. Capability

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

Provide a list of relevant client references (at least 3, preferably public sector), including contact persons and telephone numbers. Relevant list should, if applicable, include at least 1 client in the municipal government sector. References to include owner's representative, contractor and client (i.e. Recreation) for each project listed.

Provide confirmation of your Project Team. Provide specific information regarding each team member's involvement. Provide a detailed listing of Project Lead's experience. Include relevant experience, qualifications, for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

13.1.1.3. Fee Schedules

Proponents are requested to include a Fee Schedule outlining the following:

- i. Fixed fee for the services outlined in Section 11 Consultant Duties. Include in the fee schedule, a time allotment and fee breakdown for each identified task you propose to employ to carry out the work.
- ii. Clearly identify those services that are not included in the Fixed Fee.
- iii. Include a schedule of hourly rates for all team members to be applied for additional services and changes to the scope of work through the duration of the project.
- iv. Include an estimated schedule of disbursements and applied administrative overheads.
- v. Additional fees for presentation materials including perspectives, models, etc.
- vi. The selected Proponent/Consultant will not be entitled to any additional or extra fees or disbursements without the expressed written approval, properly authorized in advance by the City of Richmond.

13.1.1.4. Schedule

A project schedule is to be submitted with the proposal detailing how the Consultant intends to reach the targeted milestones and deadlines. Please prepare the schedule based on award of the Contract three (3) weeks after submission. If you cannot reach the targeted milestones and deadlines, please provide a revised schedule.

13.1.1.5. Other

To aid in the consultant evaluation and selection process and to ensure that all information is considered, please consider and comment on the following topics, issues, statements or questions in your Proposals:

- i. Include an Executive Summary providing a brief summary of the key points in your Proposal.
- ii. A summary of the total survey hours and design hours shall be identified on the cover sheet of your Proposal.
- iii. Include 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 site studies.
- iv. Include a statement on contract compliance.

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. Currently, the City is reviewing the standard Master Municipal Construction Documents (MMCD) Consultants Agreement. The Successful Proponent will enter into a standard , slightly modified MMCD Consultants Agreement with the City based upon the information contained in this request for proposal and the successful proponents submission. Supplementary General Conditions of Contract will be included with this contract (please see Appendix A for these Supplementary General Conditions).

14.3. MMCD documents may be purchased at:

Master Municipal Construction Documents Association

c/o Support Services Unlimited

102-211 Columbia Street

Vancouver, B.C. V6A 2R5

Phone: 604-681-0295

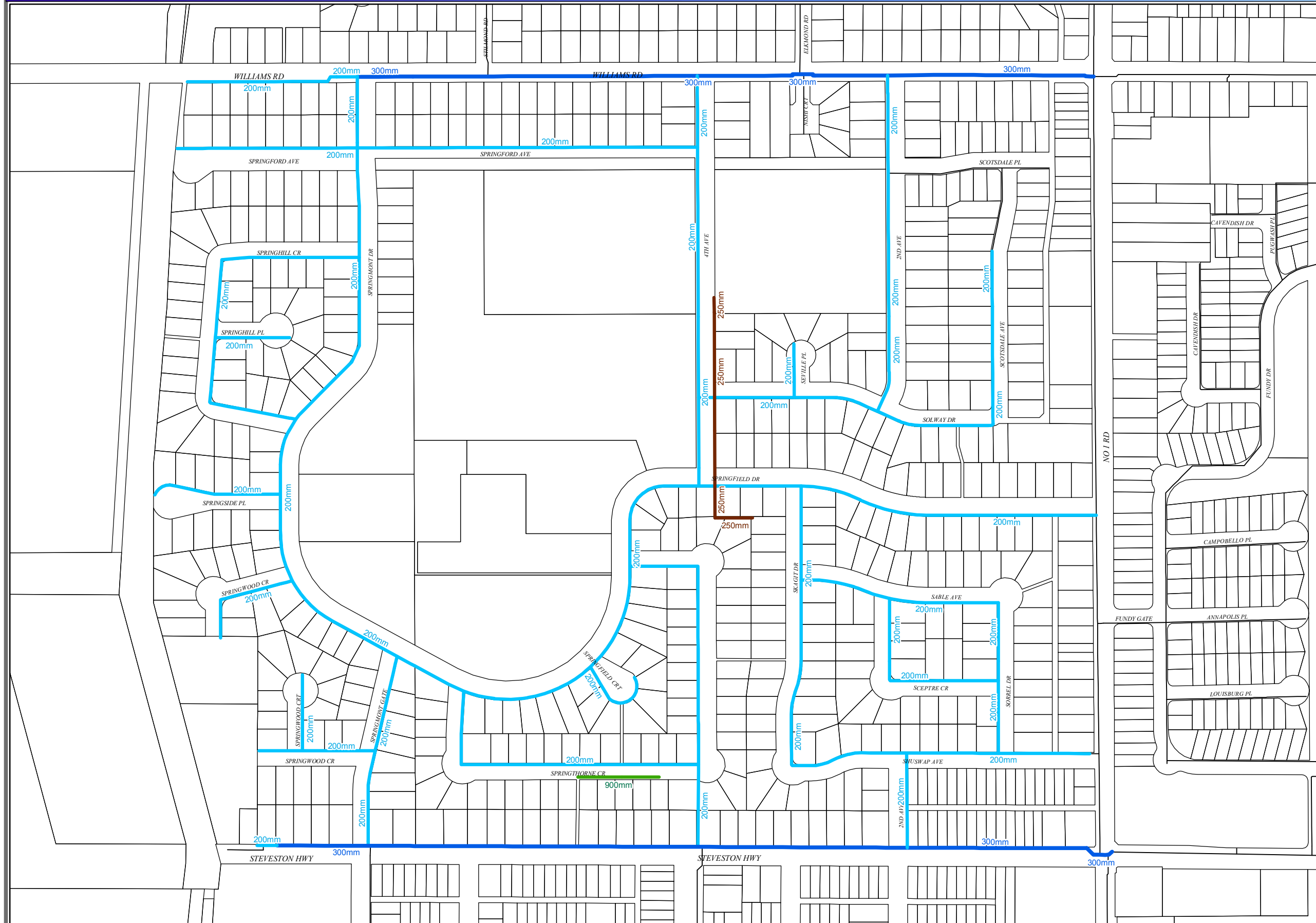
Fax: 604-681-4545

Appendix A

City of Richmond Supplementary Conditions of Contract

OWNERSHIP OF DOCUMENTS AND COPYRIGHT

1. All drawings, audiovisual materials, information, plans, models, designs, specifications, reports and other documents or products produced, received or acquired by the Consultant as a result of the provision of the Services (the “Material”) shall be the sole property of the City, and the City shall have the right to utilize all of the Material for its benefit in any way it sees fit without limitations.
2. The Material shall be delivered by the Consultant to the City forthwith following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request.
3. The Consultant hereby transfers title in and to the Material and assigns to the City sole copyright in the Material. The Consultant agrees that title to the Material is to be considered to have been transferred, and any copyright in the Material is to be considered to have been assigned by the Consultant to the City upon creation of the Material. The Consultant hereby irrevocably waives, in favour of the City, the Consultant’s moral rights in respect of the Material. The Consultant shall obtain in writing, from its personnel, its permitted consultants or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Material to the City.
4. The Consultant hereby represents and warrants that the portion of the Material produced by the Consultant will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.



Legend

- Existing Watermain
- Watermain Upgrade 200mm
- Watermain Upgrade 300mm
- Drainage Upgrade 900mm
- Sanitary Upgrade 250mm
- Parcels

Data Snapshot Date: September 3, 2010
 Map Created By: spang
 Print Date: September 3, 2010
 Printed By: spang

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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