



Contract 4062P

Consulting Services for a Remediation Plan for Westminster Highway

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a Consultant to develop a remediation plan for a piece of City land that has been contaminated by hydrocarbons.
- 1.2 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

- 2.1 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, 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 Vendor for the Work;
 - d) “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;
 - e) “Proposal” means a proposal submitted by a Proponent in response to this Request For Proposal;
 - f) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
 - g) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the Owner;

- h) “Submission” means a proposal submitted by a Proponent in response to this RFP;
- i) “Successful Proponent” means the same as “Vendor”
- j) “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 and
- k) “Work” means the provision of all labour, services, material and equipment, and any action as necessary for the Preferred Proponent to complete and perform its obligations in accordance with the terms and conditions of the Contract.

3. Submission Details

- 3.1 Four (4) copies of proposals marked “**Consulting Services for a Remediation Plan for Westminster Highway – Contract 4062P**” 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 Wednesday, November 15, 2010 (the “Closing Date”). Submissions received after this time will be returned to the sender.

4. Site Familiarity

- 4.1 Proponents should visit the site of the work to make allowances in their Submissions for such conditions as in the sole opinion of the Proponent are warranted. The City makes no representations as to the conditions of the work site. No consideration will be given to requests for compensation for conditions that would have been evident during a reasonable search of the conditions that will affect the Contract.

5. Enquiries

- 5.1 All questions and any 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

E-mail: purchasing@richmond.ca

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

5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City of Richmond Staff that affect the Proposal Process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the following websites to ensure that all available information has been received prior to submitting a proposal:

- a) City of Richmond: <http://www.richmond.ca/busdev/tenders.htm>
- b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

6. Terms of this Request for Proposal

- 6.1 Proposals shall be irrevocable and open for acceptance for ninety (90) days following the submission closing date.
- 6.2 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 its own discretion.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.

- 6.8 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.
- 6.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

7. Negotiations

- 7.1 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) other specific contract details as deemed reasonable for negotiation by the City.
- 7.2 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.

8. Project Background

8.1 Project Background

- 8.1.1 A portion of the Westminster Highway in East Richmond is contaminated by hydrocarbons that migrated onto City lands from an adjacent gas station. The “person(s) responsible” for remediation under the Environmental Management Act completed remediation on the source property in 1997, but failed to complete off-site remediation on City property.
- 8.1.2 A contractor performing utility works on City property in 2009 uncovered hydrocarbon-contaminated soils, presumed to be related to the original contamination issue at the gas station. At that time, some investigation was performed to delineate the contamination within the utility work area, and to characterize the soils impacted by utility works for appropriate disposal. Currently, the contamination in soil and groundwater is only partially delineated, but is presumed to include approximately 500 square meters of City property.

8.1.3 The relatively flat and shallow water table and the numerous in-ground utility corridors increase the uncertainty of the scale and shape of the contaminant plume.

8.1.4 The City is considering completing remediation of the area to manage the potential risk to infrastructure and the environment. As part of this strategy, the City requires that a Remedial Plan be prepared. The City is proposing to engage the services of a consultant to perform the required investigations to complete delineation and characterization of the contaminants, and subsequently prepare a Remediation Plan complete with cost and timing estimates.

8.2 Technical Background

8.2.1 The City is aware of some previous environmental investigations on the City property, and the following is an overview of the City's understanding of the Site conditions and extent of contamination. This information relies on previous reporting, some on behalf of the City and some completed for third parties. As such, the information is incomplete and may potentially be erroneous, and is provided only to assist the proponents in preparing cost estimates. The City makes no warranty for the accuracy of the following information, and any reliance on the information is wholly at the Proponent's risk.

8.2.2 Site Condition

- a) The site is located in East Richmond, and is generally flat – for a visual context, please see the aerial photo of the site appended to this document. The majority of the surface is covered with asphalt (Westminster Highway) or concrete (sidewalk). The paved portion of the road at the location is approximately 16m in width (although marked for only two lanes of traffic). The soils conditions under the asphalt generally comprise 0.6m – 2.2m of road base (crushed sand and gravel), underlain by compact silty peat soils or organic-rich clays to at least 4m depth, except where utility corridor fills (generally sand and gravel) are present.
- b) Local groundwater is generally found within in the road base materials, and has been previously measured between 0.6 and 1.3m below ground level. Groundwater flow direction and rate have not been determined. Presumably, utility corridors running the length of the road significantly influence the groundwater flow. Utility corridors running parallel to the traffic flow under the road include: an abandoned 300mm steel storm drainage line; a 900mm RCP storm drainage pipe; a 114mm steel gas distribution pipe; a Telus telecommunications conduit; a 300mm PVC water supply pipe,

and a second 1000mm concrete storm drain pipe. There may be other in-ground utilities, active or abandoned, in the investigation area. Notably, the north end of the inferred investigation area is crossed by a 1.5m x 1.3 m square concrete box culvert (conveying Queens Canal under Westminster Highway) and other underground utilities crossing Westminster Highway.

- c) Overall flow is presumably towards the adjacent Queens Canal. As this watercourse connects through a pump station directly to the Fraser River approximately 400m north of the investigation area, it should be treated as potential fisheries habitat under provincial and federal law. To the City's best knowledge, there are no domestic drinking water or agricultural production wells in the investigation area to the Queens Canal. The shallow groundwater in the area is naturally oxygen-depleted and enriched in dissolved metals (especially iron) due to the peaty nature of the soils in the area. These conditions may cause challenges to in situ remediation techniques, while consultation with the Ministry of Environment may be required in regards to updated TG6 requirements.

8.2.3 Contamination

- d) Contamination identified on site is presumed to be associated with incomplete remediation on an adjacent gasoline retail site. The adjacent site was remediated by excavation in 1997, at which time the known off-site contaminants were listed as benzene, ethyl-benzene, toluene, and xylenes. Subsequent investigation in 2003 found concentrations exceeding (then) MELAP standards for benzene, ethyl-benzene, xylenes, and volatile petroleum hydrocarbons (VPH) in soils, and xylenes, VPH and light extractable petroleum hydrocarbons (LEPH) in water.
- e) The most recent investigations of the site were during utility works in December 2009. Contaminants found in soil included benzene (21 µg/g), ethyl-benzene (28 µg/g), xylenes (177 µg/g) and VPH (300 µg/g). In this limited investigation, groundwater was found to contain VPHw to a maximum concentration 5,800 µg/l.
- f) The maximum areal extent of the contaminants has not been delineated in soils or groundwater. Investigations have been limited to the northbound lane (i.e. that closest to the presumed source property). Soils contamination has been recently (2009) identified over as many as 60 linear metres of roadway within this lane, and at least locally to include the entire road lane (5 m width). As such, 300 m² should be considered the minimum investigation area.

8.3 Goals of the Remediation Plan

The City's remediation goals for the site are to complete due diligence for the protection of human health and the environment, and to protect the integrity of the in-ground infrastructure of the area.

8.4 Scope of Work

8.4.1 The City requires that an environmental investigation be completed to delineate and characterize the contaminants in City lands to the extent required to develop a viable Remediation Plan, and that the Remediation Plan be developed.

9. Project Scope

9.1 Consultant Duties

9.1.1 Investigation

This investigation should fulfil many of the requirements of a Detailed Site Investigation as defined in the Contaminated Sites Regulations, however limited to the single Area of Environmental Concern outlined above in Section Eight (8), (hydrocarbon contamination related to migration from the adjacent gasoline retail site). Reporting should include, but is not necessarily limited to, the following:

- a) A summary of previously reported data on the site conditions (provided by the City), including an evaluation of data quality and potential data gaps;
- b) Detailed investigation methodology, including comprehensive logs for all boreholes and/or monitoring wells installed, details on sample collection methods and QA/QC measures, and tabulated results from analyses of samples collected;
- c) A detailed description of soil types and soil depths, including representative cross sections;
- d) An evaluation of site hydrogeology, including hydrostratigraphic units, water table depth, groundwater flow conditions and preferential pathway evaluation;
- e) Delineation (within City lands) of the identified contamination in soils and groundwater, including the approximate area and volume of impacted soils, and the approximate area of impacted groundwater; and

f) Evaluation of the relative mobility of identified contaminants.

9.1.2 A draft report in electronic form (.pdf or other similar format) should be delivered to the City's Environmental Sustainability Unit by (March 1st, 2010) for review. Once review has been completed by the City, two (2) hard copies of the report should be signed and stamped by a qualified Environmental Professional, and delivered to the City along with a digital copy of the final report.

9.1.3 Remediation Plan

a) A Remediation Plan report will be completed, relying on data collected during the investigation, but reported under a separate cover. The Remediation Plan will assess one or more remedial approaches available to the City to address the City's concerns on the site.

b) As the City is not the person(s) responsible for contamination under the EMA, and the land to be remediated is non-titled road dedication, the securing of a Certificate of Compliance or other instrument from the Ministry of Environment should not be the primary goal of the remedial plan. Instead, the City is concerned about performing due diligence in the protection of the public and the environment, in providing greater security in the protection of the City's built infrastructure, and limiting the City's liability in regards to third party infrastructure and property. As such, the remedial plan should seek cost-effective approaches to stop the spread of any contamination to third party properties or environmental receptors, limit or eliminate the impacts of contamination on underground utilities, and address the risks posed by residual contamination to utility workers, road crews, or the general public.

c) Given limited information, the current remedial approach preferred by the City is excavation and disposal of impacted soils, however the evaluation of other approaches (in situ remediation, risk assessment and mitigation, etc.) should form the backbone of the remediation plan. For each approach evaluated, there should be comparative analysis of:

- i. One-time and longer-term costs related to remediation and monitoring;
- ii. The timeline to remediation, or ongoing monitoring timeframes;

- iii. The technical, financial or legislative challenges presented by each approach; and
- iv. The confidence in successful completion of the suggested approach, on time and on budget (business risk).
- v. A draft report in electronic form (.pdf or other similar format) should be delivered to the City's Environmental Sustainability Unit by (March 31st, 2011) for review. Subsequent to City review, two (2) hard copies of the report should be signed and stamped by a qualified Environmental Professional, and delivered to the City along with a digital copy of the final report.

9.1.4 Ministry Reporting Requirements

- a) As part of the professional services offered by the successful proponent, the contractor will assist the City in fulfilling its legislative requirements under the Contaminated Sites Regulations of the Environmental Management Act. This may include the completion of required Notices of Offsite Migration, Notices of Independent Remediation, Sites Risk Classification, or any other documents required under the EMA related to the investigation of a contaminated site or to the handling of wastes generated during investigations.
- b) At this time, the City is not seeking a Ministry instrument for the Site. However, complete documentation of activities is required as the City may, at a future date, attempt cost recovery from the person(s) responsible under the EMA.

10. Project Initiation Requirements

10.1 The Consultant shall coordinate work start with the City's Environmental Sustainability and Engineering Planning contacts, and will be required to fulfil specific requirements for Traffic Control, Pollution Prevention and Clean-up Bylaw, Noise Bylaw, etc. Permit requirements for the above cannot be waived, however City staff will facilitate the timely completion of permits as needed.

11. City Provided Items

Technical reports and information relevant to the scope of work will be provided to the successful Proponent.

12. Project Schedule

The project is to be completed by April 2011, with work commencing as soon as possible in November 2010.

13. Proposal Submissions

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

1. A corporate profile of its firm outlining its history, philosophy and target market.
2. A detailed listing of successfully completed projects that demonstrate the Proponent's experience with conducting environmental site assessments and developing remediation plans for contaminated sites, as well as with implementation of projects of a similar size/scope outlined in this RFP.
3. A description of the Proponent's understanding of the project objectives/outcomes and vision, and how these will be achieved.
4. A detailed project methodology explaining each project task including what will be expected of both the Proponent and the City with respect to each task.
5. 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.
6. A detailed proposal of what will be delivered, including the expected outcome and benefits to the City.
7. 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.
8. A detailed project schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
9. 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.
10. A minimum of three (3) client references, including government clients if available, from projects of a similar size and scope.

14. Review of Proposals

- 14.1 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.
- 14.2 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.
- 14.3 The City, in its sole discretion and without having any duty or obligation to do so, may elect to short list some of the Proposals and require short listed Proponents to provide additional information or details, including making a presentation, supply samples, demonstrations, and/or additional technical literature.
- 14.4 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) Team Composition – experience and qualifications of those staff to be assigned to the project. The Successful Proponent will have firm, demonstrated experience with conducting environmental site assessments and contaminated sites remediation projects.
 - c) Project Methodology and Schedule.
 - d) Project Deliverables.
 - e) Value for Money.
 - f) References.
- 14.5 Proponents may be scheduled for an interview at the discretion of the City.

15. Non-Conforming Proposals

- 15.1 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.

16. RFP Process

- 16.1 The City may unilaterally take the following actions, and shall not be liable for any such actions:
- a) 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;
 - b) reject or accept any or all Submissions;
 - c) cancel the RFP process at any time and reject all submissions; or
 - d) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.
- 16.2 The Proponent 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 Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

17. Working Agreement

- 17.1 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.
- 17.2 Proponents may include their standard terms of engagement with the Proposals.

18. Information Disclaimer

- 18.1 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 any Proponent pursuant to this RFP.
- 18.2 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.
- 18.3 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.



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

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

☼

(the "Consultant")

Whereas:

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

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

1. Responsibilities and Duties

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

- a) ☼
- b) ☼
- c) ☼
- d) ☼
- e) ☼

- f) ✖
- g) ✖
- h) ✖

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

2. Compensation

2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the basic amount of \$✖.00 plus HST for the duration of the term of this agreement according to the following Fee Schedule:

Project Phase	Basic Consulting Fees
Phase 1 – ✖	\$✖.00
Phase 2 – ✖	\$✖.00
Phase 3 – ✖	\$✖.00
Phase 4 – ✖	\$✖.00
Total basic fees for Phases 1 – ✖	\$✖.00

2.2. The total amount of payments shall not exceed the total upset amount of \$✖, plus HST, for the completion of Phases 1 through 3 inclusive.

2.3. The fees for Phase 4 tasks will be compensated as required by the development of the Project. Phase 4 tasks will be completed by the Consultant only with written authorization of the City and according to the following fee schedule:

Project Phase(s)	Basic Consulting Fees
Phase ✖ – ✖	\$✖.00

2.4. The total amount of payments shall not exceed the total upset amount of \$✖.00 plus HST, for the completion of Phase ✖ tasks.





2.5. Any additional consulting services would be charged at the following hourly rates for the respective services:

Position	Rate
✖	\$✖00, not to exceed \$✖.00 per hour
✖	\$✖.00, not to exceed \$✖.00 per hour
✖	\$✖.00, not to exceed \$✖.00 per hour

2.6. Every 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 Project (the “Statement of Account”).

- 2.7. The Statement of Account must show the amount of HST charged and include the Consultant's HST registration number and City Purchase Order number.
- 2.8. The City agrees to make payments to the Consultant within Thirty (30) working days of receipt of the Consultant's Statement of Account.
- 2.9. Every month, the Consultant shall submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following  targets:

- 3.2. The Consultant agrees to comply with following project deadlines:

- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating  what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

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

6. Assignment And Subcontracting

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

7. Indemnity

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly

arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

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

9. Representation

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

10. Ownership of Products

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

11. Confidentiality

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

12. Related Companies

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

13. Term

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

14. Termination

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

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

15. Joint and Several Liability

15.1. Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.

16. Severability

16.1. In the event that any provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

17. Non-Resident Withholding Tax

17.1. If the Consultant is, at any time during the Term, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended (the “Act”), then the City shall deduct from all monies payable under this Agreement and remit to Canada Customs and Revenue Agency sums required to be withheld and remitted by the Act.

17.2. The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding.

18. Notices

18.1. 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.

19. Feminine/Masculine

19.1. 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.

20. General

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

20.2. 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.

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

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

Consultant

City of Richmond





City of Richmond

November 5, 2010
File: 02-0775-50-4062/Vol 01

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

Attention: To All Proponents

Dear Sir/Madame:

Re: Request for Proposal 4062P – Consulting Services for a Remediation Plan for Westminster Highway – Addendum One

This Addendum includes items of clarification, forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in the preparation of your Proposals:

I. Clarification to Closing Date for this Request for Proposal

Please be advised that the Closing Date for this Request for Proposal (RFP) is **Monday**, November 15th. As such, please replace the following section of the RFP:

3. Submission Details

- 3.1 Four (4) copies of proposals marked “**Consulting Services for a Remediation Plan for Westminster Highway – Contract 4062P**” 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 Wednesday, November 15, 2010 (the “Closing Date”). Submissions received after this time will be returned to the sender.

with the following:

3. Submission Details

- 3.1 Four (4) copies of proposals marked “**Consulting Services for a Remediation Plan for Westminster Highway – Contract 4062P**” 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 Monday, November 15, 2010 (the “Closing Date”). Submissions received after this time will be returned to the sender.

II. Questions and Answers

- Q.1 In relation to site visits for this RFP, has a set time been agreed (i.e. with City representatives) or do proponents make their own arrangements?
- A.1 Proponents are welcome to visit the site, making their own arrangements for same.
- Q.2 The figure included in the RFP package referees to soil quality only. Is there a similar site plan summarizing groundwater quality at the site? Also, which of the boreholes are completed as monitoring wells?
- A.2 There are currently no monitoring wells installed on City property, and the status of monitoring wells on the adjacent (source) property is not known. There were no groundwater investigations performed on the City's behalf. The groundwater hydrocarbon plume has not been delineated vertically or horizontally, and there is no drawing available of current groundwater quality. Previous investigations (1999-2003) which included groundwater monitoring were not completed by the City or on the City's behalf, and were of uncertain quality. These investigations showed hydrocarbon contamination present in groundwater within a similar footprint as the identified soil impacts. A small area had NAPL-indicating concentrations of hydrocarbons did exist on City lands near the centre of the investigation area. Peripheral to the NAPL zone, the maximum concentrations detected in groundwater were in the order of: LEPHw = 8,000ppm; VPHw = 5,000ppm; benzene = 400ppm; toluene = 25ppm; ethylbenzene = 200ppm; xylenes = 400ppm.
- Q.3 Can you provide any further details as to the source site (owner, etc.); are there any reports available to review?
- A.3 The source property is inferred to be the gasoline retailer at 22940 Westminster Highway, based on reporting from 1990s of identified on-site and off-site contamination at the property, and completion of on-site remediation in 1999. The current owner of the property was not the owner at the time of the remediation work. The current property owner is also not the business owner on the site (there is a lease agreement between the business and the owner). The business owner markets Shell Gasoline, but the City's understanding is that the business owner is in a marketing/lease agreement with Shell Canada (i.e. Shell Canada is not listed currently or historically in the City's records as either the owner of the land or the operator of the retail business).
The City has copies of some previous reporting on the property, including some preliminary soil sampling completed for the City in 1993 by Golder Associates (notably before on-site remediation was completed). Other reports completed on the site including a remedial closure report (Norecol Dames & Moore, 1997), and a Remedial Action Plan (CanAsia Environmental, 2003) were not prepared for the City, but for third parties without reliance for the City. These reports will be made available to the successful proponent, for their review, but should not be relied upon by the City or the proponent.
- Q.4 Could you provide a bit more context as to the objective of the work – is it to remediate the City's property, or just protect potential receptors. If the DSI does not identify an open groundwater pathway, then would the City's objective just be to protect construction workers (i.e., development of a soil/vapour mgmt plan as opposed to a plan with active remediation)?
- A.4 The City's objective is to perform it's due diligence in the protection of human health and the environment, and to identify other potential risks (infrastructure damage, increased costs related to road maintenance, etc.). Currently the City does not have sufficient information to plan or budget a remediation approach, or to even determine whether remediation is necessary. If the DISC-level investigation does not identify an open groundwater pathway, the City may still consider active remediation to remove identified contaminants, in order to protect it's build

infrastructure and to address unforeseen future liabilities related to the contamination. It is anticipated that the Remediation Plan will be developed in collaboration between the City and the successful proponent, based on the results of the investigation.

Q.5 Referring to section 9.1.2 of the Request for Proposal, the date for submission of the draft report is specified as March 1st, 2010. Would this be March 1st, 2011?

A.5 Yes, this is March 1st, 2011. As such, please replace the following subsection 9.1.2 of the RFP:

9.1.2 A draft report in electronic form (.pdf or other similar format) should be delivered to the City's Environmental Sustainability Unit by (March 1st, 2010) for review. Once review has been completed by the City, two (2) hard copies of the report should be signed and stamped by a qualified Environmental Professional, and delivered to the City along with a digital copy of the final report.

with the following:

9.1.2 A draft report in electronic form (.pdf or other similar format) should be delivered to the City's Environmental Sustainability Unit by (March 1st, 2011) for review. Once review has been completed by the City, two (2) hard copies of the report should be signed and stamped by a qualified Environmental Professional, and delivered to the City along with a digital copy of the final report.

Proponents must sign and include this Addendum with their submission.

Signature, Name and Title

Yours truly,



Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

pc: Patrick Johnstone, GIT, Environmental Coordinator
Lesley Douglas, B.Sc., R.P.Bio., Manager, Environmental Sustainability



City of Richmond

November 8, 2010
File: 02-0775-50-4062/Vol 01

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Attention: To All Proponents

Dear Sir/Madame:

Re: Request for Proposal 4062P – Consulting Services for a Remediation Plan for Westminster Highway – Addendum Two

This Addendum includes items of clarification, forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in the preparation of your Proposals:

I. Questions and Answers

Q.1 (Referring to subsection) 9.1.1. a) (of the Request for Proposal), how many previous reports will be provided for review? Who conducted the previous reports? Please give a general indication of the type of each report i.e. Phase II ESA, monitoring report...

A.1 Currently, the City has copies of a Remediation Closure Report on the source property, produced by Norecol, Dames and Moore (NDM) in 1997, and a Remedial Action Plan report for the off-site area (City lands) completed by CanAsia Environmental Consultants in 2003. The NDM report includes investigation typical of a Phase 2 ESA, prior to remediation. Although both of these reports contain some information about the historic types and scope of contamination adjacent to the City lands, they were not performed for the City, and the City cannot provide any assurance of the accuracy of this historic reporting. These reports were also produced prior to some utility works in the area, and are unlikely to accurately describe the current conditions on the City property. They do provide some general description of soil and groundwater conditions in the area, as outlined in the Request For Proposal (RFP).

Soils quality data was collected from boreholes at several locations along the road in 2009 (see drawing included with RFP), but these samples were collected prior to utility works that included excavations at the borehole locations and, again, are unlikely to reflect current conditions.

Q.2 (Referring to subsection) 9.1.4 b) of the Request for Proposal, please clarify "complete documentation". Are you looking for an investigation report that satisfy's the Ministry's requirements for Ministry submission in the future? Or simply providing field work documentation such as borehole logs, and well purge forms to allow for future reporting to Ministry standards.

A.2 The latter. The City is unlikely to apply for a Ministry instrument for the site, and therefore does not require reporting to specifically support any application. However, the City requires that all

field practices, documentation, and data reporting meet industry and Ministry standards so that unanticipated future ministry reporting requirements or legal action may be supported.

II. Deadline for Inquiries

Please be advised that the deadline for inquiries about this Request for Proposal is Tuesday, November 9, 2010 at 12:00 noon, local time. The City will not answer any inquiries received after this deadline.

Proponents must sign and include this Addendum with their submission.

Signature, Name and Title

Yours truly,



Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

pc: Patrick Johnstone, GIT, Environmental Coordinator
Lesley Douglas, B.Sc., R.P.Bio., Manager, Environmental Sustainability