



Contract 4625P

Consulting Services - Engineering Design Services for Multi-Family Water Metering

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of an Engineering Consultant to design, and potentially manage the construction of, water metering installations for existing multi-family dwellings.
- 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) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - d) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this RFP;
 - e) “Consultant” means the Successful Proponent, individual, partnership, corporation or combination thereof, including joint venturers to this Request for Proposal who is awarded and enters into a written Contract with the City to perform and to oversee the Work;
 - f) “Contract Documents” means the purchase order, the Consultant’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

- g) “Contract” means the agreement formed between the City and the Consultant as resulting from this Request for Proposal, executed by the City and the Consultant and evidenced by the purchase order issued to the Consultant by the City;
- h) “Delivery Date” means the date the City requires the Consultant to deliver the goods to the City’s Delivery Site;
- i) “HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- j) “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;
- k) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- l) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- m) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- n) “Vendor” 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;
- o) “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;
- p) “Proposal” means a proposal submitted by a Proponent in response to this Request For Proposal;
- q) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- r) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the Owner;

- s) Successful Proponent” means the same as “Consultant” and
- t) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

3. Submission Details

- 3.1 Three (3) copies of proposals marked **“Engineering Design Services for Multi-Family Water Metering - Contract 4625P”** addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, **until 2:00 pm, Local Time on Thursday, February 23, 2012.** Submissions received after this time will be returned to the sender.

4. Pre-Submission Meeting

- 4.1 Intentionally omitted.

5. Enquiries

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

Purchasing

Daianna Panni

Buyer I

Purchasing Section

City of Richmond

E-mail: purchasing@richmond.ca

Deadline for enquires: **Thursday, February 9, 2012 12:00pm**

- 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 person identified in section 5.1 to ensure that all available information has been received prior to submitting a proposal.

6. Terms of this Request for Proposal

- 6.1 Proposals shall be open for acceptance for sixty (60) 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 their 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) specific contract details as deemed reasonable for negotiation by the City of Richmond.
- 7.2 If a written contract cannot be negotiated within sixty (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 The City of Richmond has a volunteer water metering program for multi-family dwellings. Information on the program is available at www.richmond.ca/savewater.
- 8.2 Engineering designs are required for these water meters, which range in size from one point five (1.5) inch to eight (8) inch, for both domestic-only and combined services. Water metering designs are required at two stages: seventy percent (70%) for final cost estimating, and one hundred percent (100%) for permit submission and construction. Design drawings issued for construction are required to be engineer signed and sealed. The Successful Proponent shall investigate existing site conditions and develop designs as per the metering strategy specified by the City. The Successful Proponent may also be required to propose a metering strategy that accurately measures the water consumption, while resulting in minimal capital and operating costs.
- 8.3 Water meter installations may be located either on-site or within City right-of-ways. This will be determined by the City. If the meter is located on-site, designs must also comply with the BC Building/Plumbing Code. In general, designs must comply with the Master Municipal Construction Documents (MMCD), City of Richmond Engineering Design Specifications and City of Richmond Supplementary Specifications and Detailed Drawings.
- 8.4 Various metering strategies may be implemented, as determined by the City. Some examples include:
- a) Master meter installed on-site, near the property line, downstream of the supply valve.
 - b) Master meter installed off-site, near the property line, upstream of the supply valve (e.g. on sidewalk, driveway, or City boulevard).

- c) Separate building connections on private main relocated and re-plumbed to downstream of fire hydrant, and master meter installed immediately after fire hydrant.
- d) Meters installed at each building connection from the private main.
- e) Master meter installed in building mechanical room. Existing plumbing may need to be modified in this case.

8.5 The Successful Proponent must determine the size of the water meter in the design in such way that ultra-low flows are measured as accurately as possible and sufficient pressure is maintained and delivered to the complex.

8.6 The Successful Proponent may also be responsible for field inspections and the construction management of these water meter installations.

9. Project Scope

9.1 The Consultant is responsible for providing design drawings for either final cost estimating or for permit submission and construction. Designs must be completed and provided to the City within four (4) weeks of receiving the request from the City. If there are multiple overlapping designs, the four (4) week turnaround for both 70% and 100 % designs is still required. There may be a maximum of four (4) designs at a time. The Consultant may also be responsible for the construction management of the water meter installations.

9.2 There may be up to an estimated \$80,000 worth of design work in 2012. This may vary, depending on the number of existing complexes that participate in the program.

10. City Provided Items

10.1 At request of the Consultant, the City shall provide plans of site, if available.

11. Project Schedule

1.1. Intentionally Omitted.

12. Proposal Submissions

12.1 All Proposals should be limited to twenty (20) pages and should include the following information:

- a) A Corporate profile of their firm outlining its history, philosophy.

- b) A detailed listing of both on-site and off-site servicing and water meter installation design experience.
- c) A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- d) A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- e) 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.
- f) A complete definition of the process that will be employed to meet the objectives of this project, e.g., feasibility approach to be taken.
- g) A detailed schedule of all activities, including a time-line/milestones, project meetings, interim reports and progress reports required for this project
- h) Provision of a priced methodology that includes an hourly rate for providing the Work required. This priced methodology should also include a statement of the estimated level of involvement for each team member identified. The hourly rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed. . In addition to the pricing requirement, proponents may itemize pricing for construction management. A suggested breakdown includes tender, field reviews and contract administration.
- i) A minimum of three (3) client references from projects of a similar size and scope.
- j) The successful Respondent shall have previously provided services in a similar size and type of organization within North America. The successful Respondent shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this RFP.

13. Review of Proposals

- 13.1 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.
- 13.2 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.

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

- a) Understanding of project objectives/outcomes and vision.
- b) Project Methodology.
- c) Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- d) Project Deliverables.
- e) Value for Money.
- f) References.

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

14. Non-Conforming Applications

14.1 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.

15. RFP Process

15.1 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.

15.2 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.

16. Working Agreement

16.1 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. Information Disclaimer

17.1 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.

17.2 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.

17.3 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 9 day of 9, 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:

9

(the "Consultant")

Whereas:

- A. The City requires engineering design services for multi-family water metering (the "Services");
- B. The City requires a Consultant to complete and deliver the Services;
- C. The City issued a Request for Proposal 4625 for the provision of Engineering Design Services for Multi-Family Water Metering;
- D. The Consultant is willing and prepared to deliver the Services in accordance with this agreement;

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

2. Responsibilities and Duties

2.1. The Consultant shall be responsible for the following as per Request for Quotation 9/Proposal 9 and the Consultant's submission dated 9.

- a) 9
- b) 9
- c) 9

- d) 9
- e) 9
- f) 9
- g) 9
- h) 9

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

3. Compensation

3.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the basic amount of \$9.00 plus HST for the duration of the term of this agreement according to the following Fee Schedule:

Project Phase	Basic Consulting Fees
Phase 1 – 9	\$9.00
Phase 2 – 9	\$9.00
Phase 3 – 9	\$9.00
Phase 4 – 9	\$9.00
Total basic fees for Phases 1 – 9	\$9.00

3.2. The total amount of payments shall not exceed the total upset amount of \$9, plus HST, for the completion of Phases 9 through 9 inclusive.

3.3. The fees for Phase 9 tasks will be compensated as required by the development of the Project. Phase 9 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 9 – 9	\$9.00

3.4. The total amount of payments shall not exceed the total upset amount of \$9.00 plus HST, for the completion of Phase 9 tasks.

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

Position	Rate
9	\$900, not to exceed \$9.00 per hour
9	\$9.00, not to exceed \$9.00 per hour
9	\$9.00, not to exceed \$9.00 per hour

- 3.6. Every month, commencing no sooner than 9, 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").
- 3.7. The Statement of Account must show the amount of HST charged and include the Consultant's HST registration number and City Purchase Order number.
- 3.8. The City agrees to make payments to the Consultant within Thirty (30) working days of receipt of the Consultant's Statement of Account.
- 3.9. 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.

4. Performance Standards

- 4.1. The Consultant is responsible for meeting the following 9 targets:
9
- 4.2. The Consultant agrees to comply with following project deadlines:
9
- 4.3. The Consultant shall prepare a report to the City on a monthly basis indicating 9 what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

5. Benefits

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

6. Independent Contractor

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

7. Assignment And Subcontracting

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

8. Indemnity

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

9. Insurance

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

10. Representation

10.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the 9.

11. Ownership of Products

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

12. Confidentiality

12.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant

acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

13. Related Companies

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

14. Term

14.1. This agreement is valid for the period commencing 9 and ending 9 (the "Expiration Date"), or such later date as may be mutually agreed upon.

15. Termination

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

15.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the 9, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

16. Joint and Several Liability

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

17. Severability

17.1. 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.

18. Non-Resident Withholding Tax

18.1. 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.

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

19. Notices

19.1. 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.

20. Feminine/Masculine

20.1. 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.

21. General

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

21.2. 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.

21.3. 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