

CITY OF RICHMOND
REQUEST FOR PROPOSAL – 2677P

TERMS OF REFERENCE

Sanitary Sewer Assessment for the City Centre Study Area Phase 2

1. INTRODUCTION

The City of Richmond (the City) proposes to engage the services of a Civil Engineering Consultant (the Consultant) to:

1. Assess the condition of the sanitary sewers in the City Centre Study Area Phase 2.
2. Recommend remediation or replacement techniques based on the assessed condition of the sanitary sewers in City Centre Study Area Phase 2.

2. SUBMISSION DETAILS

Three (3) copies of proposals marked “**Contract 2677P – Sanitary Sewer Assessment for the City Centre Study Area Phase 2**” 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 March 14, 2005. Submissions received after this time will be returned to the sender.

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

Proposals shall be irrevocable until the City awards this Contract or cancels this Request for Proposal, whichever occurs first.

All prices to be in Canadian funds.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

INQUIRIES

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

David Phipps- Supervisor, Purchasing Section
City of Richmond - Finance Division
Phone (604) 276-4287 Fax (604) 276-4162
E-mail: purchasing@city.richmond.bc.ca

Technical inquiries are to be directed to:

Lloyd Bie, P.Eng. Project Engineer
City of Richmond - Engineering Department
Phone (604) 276-4385 Fax (604) 276-4197
E-mail: lbie@city.richmond.bc.ca

Inquiries on matters that affect the nature of this document will be conveyed to all parties receiving this document.

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

4. PROJECT DESCRIPTION

Background

The City Centre Study Area is located in the heart of Richmond (see attached map). The Phase 2 study area includes approximately 38.3 km's of sanitary gravity sewers in 12 sanitary catchments within the City Centre Study Area.

Conventional open cut construction for sanitary sewer rehabilitation may prove expensive or excessively disruptive to residents in the City Centre Area. The City of Richmond prefers a remediation strategy that combines open cut, alternate sewer alignments, and/or trenchless solutions for sewer repair and construction that can be demonstrated to be cost effective and less disruptive than open cut sewer repairs alone.

Scope of Work

The Consultant will report on the condition of the sanitary sewer systems in the City Centre Study Area Phase 2. The Consultant will dedicate an experienced, efficient team capable of undertaking the variety of tasks within the allotted timeframe.

The Consultant will familiarize him/herself with the current condition of the project sites and the surrounding areas, review the attached information and note the impact to adjacent properties and services.

The Consultant's services include, but are not limited to the following:

- compile and review available hard copy record drawings;
- inspect and become familiar with site conditions and constraints;
- interview relevant City staff for background information;
- notify all residents within work areas at least 1 week in advance of cleaning and CCTV activity.
- notify affected residents prior to accessing sewers in easements;
- regulate traffic in working areas;
- provide a sanitary sewer bypass where necessary, with prior approval from the City (see CCTV Standard Supplementary Specifications);
- flush and clean the entire sanitary sewer system within the subject catchments as per Sewer Cleaning Standard Supplementary Specifications;
- perform root and solid debris cutting as part of the cleaning process.
- perform CCTV inspection using WRc standard codes with an operator certified by the North American Association of Pipeline Inspectors (NAAPI) and the WRc (see CCTV Standard Supplementary Specification);
- assess the condition of the pipe systems;
- locate all manholes
- assess manhole conditions (as per Manhole Inspection Standard Supplementary Specifications);
- assess rehabilitation required to address structural defects and infiltration concerns;
- allow for sufficient meetings and discussions with City staff; and
- signed / sealed reports and drawings (4 sets).

All drafting is to comply with the City of Richmond Drafting Standards, January 2000.

All work must comply with the attached supplementary specifications.

All work must comply with applicable bylaws and codes. This includes, but is not limited to, WCB regulations and the City's Public Health Protection Bylaw.

Note that only City forces shall operate City fire hydrants. The Consultant will be required to apply for hydrant use permits, however, the City will waive the permit fee.

5. CONSULTANT DUTIES

The sanitary sewer inspection work is to be presented to the City of Richmond in the form of a CCTV inspection report (4 copies) complete with one set of Mpeg 2 format DVDs, and a CD-ROM of digital photographs and digital data output files in a Microsoft Access database (.mdb) format. This report will include the Consultants recommendations for remediation of appropriate pipe segments.

A manhole inspection report with photographs will be submitted in a separate report (4 copies) along with a CD-ROM of the digital photographs and the digital output files in a Microsoft Access database (.mdb) format.

6. CITY PROVIDED ITEMS

The City will provide the following items:

- As constructed information in hardcopy format only.
- Sanitary Sewer section maps for the City Centre Study Area Phase 2
- CCTV Standard Supplementary Specifications
- Sewer Cleaning Standard Supplementary Specifications
- Manhole Inspection Standard Supplementary Specifications
- Sanitary sewer size requirements

7. PROPOSAL SUBMISSIONS

The submissions must include, but is not limited to, the following sections:

7.1 Work Plan

The Consultant shall present a detailed methodology to the undertaking of the project. The methodology shall be comprehensive, demonstrating to the City that the consultant has reviewed the Terms of Reference in detail and has a thorough understanding of the project scope and complexity.

The Consultant shall allow for an adequate number of meetings with the City for all stages of the project.

A list of staff comprising the project team, their relevant experience, level of effort, schedule of fees, and qualifications to this project shall be outlined in detail. The schedule shall list the level of effort in man-hours allowed for each task including inspection services. The schedule of fees shall form the basis for

adjustments to the value of the contract in the event the scope of work varies from that proposed. The City must approve any changes to the project team once the project has commenced.

Any refinements to the Terms of Reference proposed by the consultant must be clearly outlined separately from the Terms included herein.

7.2 Schedule

A detailed schedule shall be included in the proposal. The schedule shall include a realistic time frame for all major tasks and identify milestone dates. The following project milestone date has been set:

- Report Submission: July 29, 2005

7.3 Consultant Fees

The fee summary shall be tabulated in spreadsheet format, presenting each task complete with the level of effort from each team member. The fee summary shall be all inclusive listing all disbursements and subconsultant costs.

The Consultant shall monitor costs throughout the project. The upset maximum prices for this project will not be increased unless the scope of work is amended to include additional consulting services. Any increase in fees for additional consulting services must be confirmed in writing by the City prior to undertaking the extra work.

The length of sanitary sewer to be inspected is approximate and the consultant will be paid for the actual length inspected. Therefore, the Consultant's proposal should be structured in a manner that facilitates unit rate payment for CCTV inspection services.

8. WORKING AGREEMENT

The successful proponent will enter into a contract for services (see attached) with the City based upon the information contained in this request for proposal and the successful proponent's submission and any modifications thereto.

9. EVALUATION CRITERIA

Evaluation of the proposals shall be based on, but not limited to, the following criteria¹:

- methodology of work plan proposed;
- experience and qualifications of the proponent's project team;
- proposal fees;
- reference checks of the proponent's firm;
- compliance with the Request for Proposal document;
- understanding of project scope; and
- interviews (if required)

¹ Note: the evaluation criteria are not presented in any particular order.



This Agreement dated the ☉ day of February, 2004, 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 amount of \$⊕ plus GST per ⊕ for the duration of the term of this agreement, but total amount of payments not to exceed \$⊕ plus GST.
- 2.2. Once per month, commencing no sooner than ⊕, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of ⊕ (the "Statement of Account").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

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 named insured under both the Consultants' professional liability insurance and 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. Notices

15.1. 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.

16. Feminine/Masculine

16.1. 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.

17. General

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

17.2. 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.

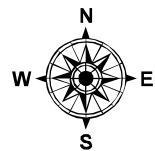
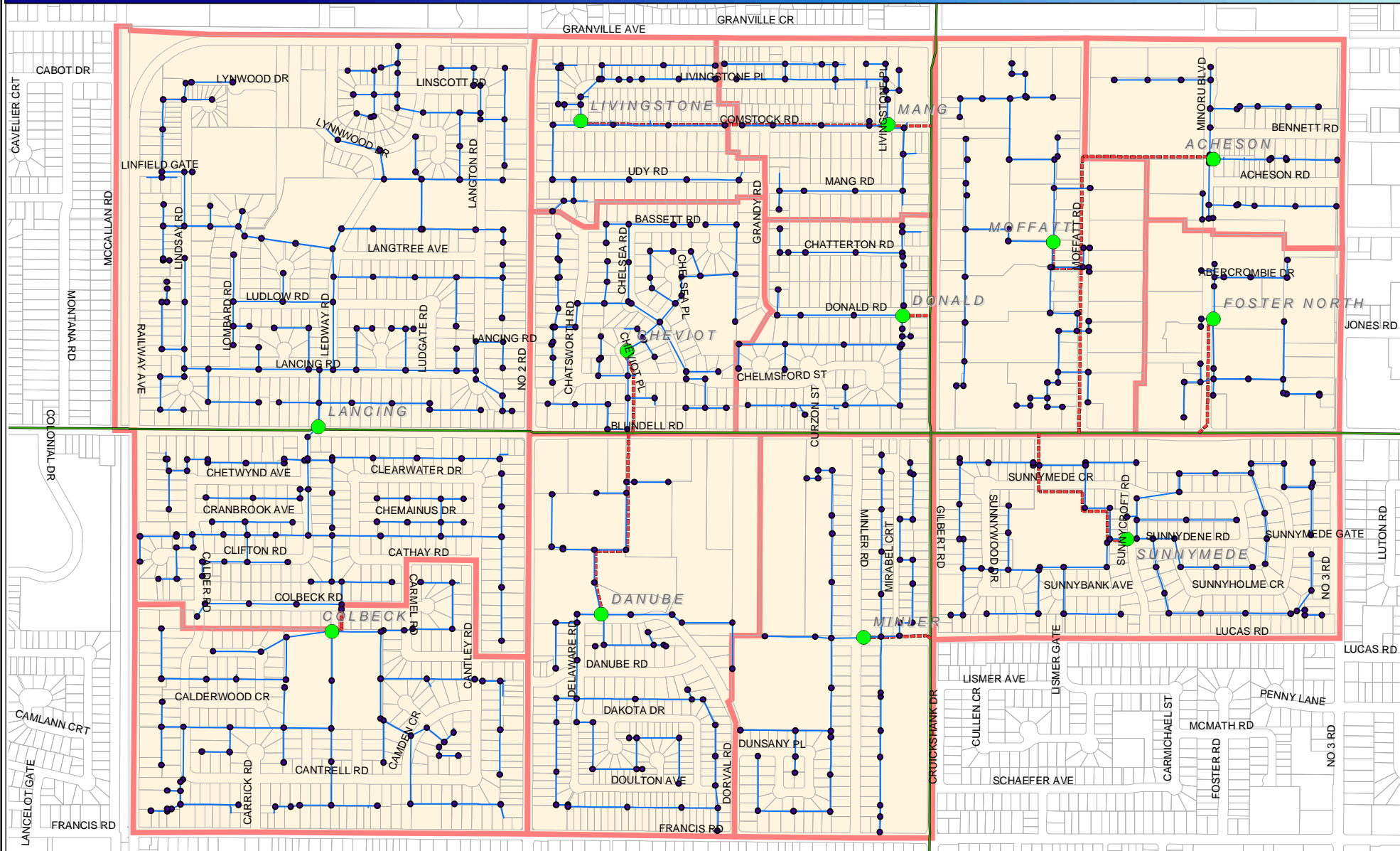
17.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

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

Consultant

City of Richmond

City Centre Phase 2 Sanitary Sewer Assessment



January, 2004

- PUMPSTATIONS
- MANHOLES
- MAIN LINES
- - - FORCEMAINS
- TRUNK SEWERS
- CATCHMENT AREAS

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 map IS NOT a legal document, and is published for information and convenience purposes only.
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