



Contract 3158P

**CONSULTING SERVICES – FEASIBILITY STUDIES FOR PARKS, RECREATION
AND CULTURAL SERVICES (PRCS) CITY CENTRE FACILITIES (COMMUNITY
CENTRE, OLDER ADULTS CENTRE AND AQUATIC CENTRE)**

1. Introduction

The City of Richmond proposes to engage the services of a consultant to facilitate and document detailed feasibility studies for new city centre facilities - a community centre, older adults centre, and aquatic centre.

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. Submission Details

Six (6) copies of proposals marked “**Contract 3158P – Feasibility Studies for PRCS City Centre Facilities**” addressed to the Manager of Purchasing and Risk, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 4:00 pm on Monday, February 4, 2008. 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Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for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.

Proposals shall be open for acceptance for 90 days following the submission closing date. All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

3. Enquiries

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

Purchasing

Kerry Gillis
Contracting Specialist
Purchasing Section
City of Richmond

Telephone: 604-276-4135
E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Lucy Tompkins
Planner, Parks, Recreation and Cultural Services
City of Richmond

Telephone: 604-247-4611
E-mail: ltompkins@richmond.ca

The City, its agents and employees shall not be responsible for any information given by way of verbal communication. Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4. Project Background

In June 2007, Richmond City Council endorsed the Parks, Recreation and Cultural Services (PRCS) Facilities Strategic Plan. It addresses the long-term PRCS strategy for new facility development, as well as a strategy for replacing, retrofitting and upgrading existing buildings. The PRCS Facilities Strategic Plan outlines a three-phase approach to facility development, and the following new facilities were identified as being a priority for the first phase:

- City Centre Community Centre
- Older Adults Centre (to replace Minoru Place Activity Centre)
- Aquatic Facility (to replace Minoru Aquatic Centre).

Feasibility studies are now required as the next stage.

5. Project Objectives

A Feasibility Assessment (encompassing four separate feasibility studies) is proposed:

- City centre community centre feasibility study.
- Older adults' activity centre feasibility study.
- Aquatic centre feasibility study.
- Multiple-facility feasibility study (i.e. two or more of the above facilities combined).

It is intended that the first three feasibility studies would be conducted concurrently, but the fourth study would be informed by the earlier studies, and would therefore be completed last. It is important that each of the three initial feasibility studies are valid as stand-alone assessments, as it may be that the facilities are developed as individual projects. The feasibility for a multiple-facility option needs to draw on the findings from the others, and must also read as a ‘stand-alone’ document.

The detailed feasibility studies will provide guidance for the location, design, construction and operations for each of the three projects proposed in Richmond’s City Centre. It will define the market area and community needs, analyze current and projected demographics, competition, propose the product formula and forecast usage. It will recommend a location, taking into account synergistic co-location with other civic or public services. It will also recommend whether any of the facilities should be incorporated into a mixed-use residential development. It will determine potential financial impact (both capital and operating), outline potential funding sources, and provide planning parameters such as total land size needed, best location, and types and sizes of spaces required. A schematic design for each facility will be provided, and the level of detail under types and sizes of spaces required will include:

- Types of activities each space can accommodate.
- Unique features to the spaces¹.

6. Project Scope

To develop a detailed Feasibility Assessment (with four stand-alone feasibility studies) for PRCS that is compatible with the City’s *Official Community Plan*, *City Centre Area Plan Concept*, *PRCS Master Plan*, *2001 Community Needs Assessment*², *PRCS Facilities Strategic Plan*, draft *Aging Well Strategy – A Plan for Richmond Residents over 55*, and other relevant documents. The City’s *Sustainable ‘High Performance’ Building Policy* also needs to be taken into consideration in facility development. These documents can all be found on the City’s website at www.richmond.ca.

The Feasibility Assessment also needs to take into account strategic plans of other agencies, such as School Board No.38 (Richmond) and Vancouver Coastal Health (Richmond Health Services). The implications of demographic trends and profiles needs to be fully understood.³ Richmond is ethnically diverse (it has the highest proportion of foreign-born residents among all of Canada’s municipalities, with 57% of its residents born outside of Canada). In addition, nearly 9% of Richmond residents have no knowledge of the English

¹ For example, ‘wet room’ for crafts, coffee service counter, preschool bathrooms, specified flooring (wood sprung floor), mirrors, outside access, etc.

² An updated Community Needs Assessment will be undertaken in the first half of 2008.

³ The 2008 Community Needs Assessment will provide an analysis of the Stats Canada 2006 Census data for Richmond.

language. The consultants need to be cognisant of this fact in terms of the public participation process.

Being municipal facilities, the new community facilities will provide public-sector programs and services. They are therefore developed for the ‘public good’ and to assist the City in fulfilling its vision to be the ‘most appealing, liveable and well-managed community in Canada’. These facilities must be economically, socially and environmentally sustainable⁴. One of the key goals is to meet ‘community need’, and so some programs will be provided at subsidized rates, with consideration given to the ‘social return on investment’, as well as other measures.

Having said that, it is important that public-sector facilities undergo a similar level of rigour to any private sector facility in assessing their viability and feasibility. It is the quality of the feasibility study that ultimately can determine the success of the project – from a financial, operating and community stand-point. While some of the ‘bottom-line’ measures may be different, the process for assessing both public and private sector recreation facilities are similar.

Public participation is a crucial element in undertaking feasibility studies for community facilities. The involvement of PRCS partners⁵, community groups, stakeholders and residents, along with other organizations in the community with an interest in the outcome, will be crucial to the success of the project. It is important that the consultants recommend a variety of ways to effectively and meaningfully involve stakeholders. This may include an appropriate mix of the following: interactive project website, focus groups, community workshops or open houses, questionnaire surveys, and on-line discussions forum. Given the strong synergies between the three facilities (and the potential synergies with other public sector services), the public participation process will need to ensure feedback is obtained on both single and multiple facility options.

Public input would likely be around:

- Identification of community needs.
- Giving feedback about recreation and programming priorities and facility spaces.
- Providing commentary on site location criteria.
- Providing input on co-location and synergistic opportunities.
- Providing feedback on opportunities to incorporate projects into mixed-use development opportunities.

⁴ On March 12 2007, Richmond City Council adopted an enhanced sustainability initiative, using the concept of Triple Bottom Line to evaluate major City projects and initiatives.

⁵ PRCS works with a wide range of partners, stakeholders, community groups and advisory boards, including (but not limited to) Community Associations (e.g. City Centre Community Association), Minoru Seniors Society, Richmond Aquatic Services Board, Richmond Fitness & Wellness Association, Richmond Seniors Advisory Committee, Vancouver Coastal Health, Richmond Addiction Services, Volunteer Richmond Information Services, Richmond Sport Council, Disability Resource Centre, Richmond Chinese Community Society, Richmond Intercultural Advisory Committee, etc.

- Commentary and feedback on preliminary design concepts and draft recommendations.

The following tables show the major components that each feasibility study should include. This is not meant to be too prescriptive (and consultants are encouraged to identify areas where they can add value, or recommend a better approach), but is given as an indication of the general scope of work expected.

Stage 1: Market Analysis and Community Need		
Task	Description	Output
Market Area Definition	Market area established and mapped. Depends on: size of facility, length-of-stay & per-capita spending, competition, facility location, visibility & accessibility, patterns of travel, facility location with respect to nodes of shopping and other community/social services, psychological barriers (geographic features, socio-economics, adjacent uses)	<ul style="list-style-type: none"> • identification of market area • definition & character of market area population, including demographics, lifestyle clusters and socio-economics
Demographics	Careful analysis of demographics in terms of how they relate to market demand, attendance, financial feasibility and product design.	<ul style="list-style-type: none"> • breakdown of population into appropriate segments to determine potential users
Community Needs & Trends	Assessment of current trends (secondary research) and community need (primary research). Some information will be available from updated Community Needs Assessment. SEL analysis could be undertaken.	<ul style="list-style-type: none"> • estimates of numbers of users
Competition	An analysis and inventory of existing provision is essential. This does not imply that the City is in 'competition' with the private sector, but the feasibility of a new public facility cannot be examined in a vacuum. Demand for recreation facilities is 'elastic' i.e. the more a facility matches the values, tastes and needs of its target market, the more frequently the market will use it. City's goal is to increase physical activity 20% by 2010.	<ul style="list-style-type: none"> • identification and impact of competition (public & private)

Stage 2: Concept Development & Preliminary Space Planning		
Task	Description	Output
Vision Development	A vision needs to be developed as a guiding framework for the development of the new facilities.	<ul style="list-style-type: none"> • recommended vision for each facility
Concept Development (Product Formula & Preliminary Programming)	This is about 'crafting the facility' to suit the market. There are dangers in applying a 'standard generic mix formula'. The Product Formula is more than just 'product mix' or types of program spaces, but it addresses 'guest experience' (e.g. programming elements, types of admission, level of finish, specific design considerations for targeted programming). All the broad product specifications that need to be met during subsequent design and development stages. <i>The goal is to maximize the use of space and look at shared spaces.</i>	<ul style="list-style-type: none"> • development of each facility's concept and recommended project mix (preliminary space planning). • preliminary programming
Operating Capacity	Physical size of the facility (and each space within the facility) is important. Sizing the facility to match attendance is critical to success.	<ul style="list-style-type: none"> • preliminary minimum building and land size required

Stage 3: Site Selection		
Task	Description	Output
Site Identification	Identification of suitable sites within the City Centre.	<ul style="list-style-type: none"> • list of suitable sites • set of criteria for site selection
Site Criteria and Evaluation of Options	Location plays an important role in the facility(s) meeting needs of the community. Site evaluation criteria to be developed. May include: size, orientation to primary market(s) co-location opportunities, accessibility by transit/pedestrians/bike, parking, constraints, visibility, zoning and adjacent properties, cost/availability, infrastructure, environmental issues/cost impacts, proximity of complementary/competitive facilities, etc.	<ul style="list-style-type: none"> • public involvement • recommendation on preferred site(s)

Stage 4: Space Planning & Economic Feasibility		
Task	Description	Output
Design Concept Plan & Space Needs Program Development.	<p>A design concept plan is vital to verify that the product specifications and program elements will actually fit on the site identified. A range of options for basic facility design and general conceptual plans should be provided. Consideration should be given to facility designs that are energy efficient, environmentally friendly, socially inclusive and financially sustainable.</p> <p>Public involvement in developing a space needs program (facility components and programming) is key. Alternatives and options need to be explored.</p> <p>Program Development (space needs program)– development of a detailed <i>Program Spaces spreadsheet</i> (size, use and main elements). This Preliminary Space planning will be built upon as the project proceeds post-feasibility into design development and construction drawing phases (with greater attention and detail given to the design specifics and amenities for each space).</p> <p>Transportation and parking strategies must be considered.</p>	<ul style="list-style-type: none"> • recommended mix of recreation and other program elements • recommended facility size • conceptual floor plan • detailed Program Spaces spreadsheets • conceptual plans of sufficient detail to permit preliminary construction estimates • final building and land size requirement
Cost Estimates	A preliminary cost estimate is developed based upon the concept plan, with a cost consultant providing third party cost estimates to ensure it reflects accurate local building costs. Costs based on a square-footage can be unreliable, so should be detailed estimates based on the unique nature of each project. Need to consider the full spectrum of costs: site acquisition, site preparation, utilities, landscaping, etc.	<p>Capital Cost</p> <ul style="list-style-type: none"> • land acquisition • construction costs • FF&E • soft costs • contingency
Financial Feasibility	<ul style="list-style-type: none"> • Attendance Projections (To be more detailed than projecting an overall rate of attendance based on the entire population. Should focus on the targeted (niche) markets and determine attendance by age and group for each activity). • Revenues (Calculated based on attendance for project components and for different niche markets. There is a danger in basing revenue projections on a generic industry standard multiplied by overall 	<ul style="list-style-type: none"> • 5-year operating pro-forma (revenues & expenditures) • on-going capital costs for maintenance • funding and financing options

	<p>attendance). Revenue projection model and pricing structure to be provided.</p> <ul style="list-style-type: none"> • Expenses (Based on product specifications, not industry average). • Governance model, staffing structure and requirements • Operating budget (staffing, supplies, operations, services, etc) • Capital replacement/improvements, FF&E, equipment, etc • Financing Plan – investigation of creative financial options for construction, funding and operation of the facilities and recommended approach. • Viable alternatives for facility ownership, operation & management. 	<ul style="list-style-type: none"> • implementation strategy and schedule • next steps
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7. Project Outcome

Clear recommendations on the location, scale, costs (capital and operating for space programming) for each facility in order to provide a staff recommendation to Richmond City Council no later than Sept 1st 2008 (with a preliminary recommendation no later than mid June 2008 to ensure time for planning a referendum to coincide with municipal elections in November 2008, if required).

8. Consultant Responsibilities

- Outline the process and schedule for the Feasibility Study, including proposed consultation with stakeholders.
- Undertake feasibility studies according to agreed upon process and schedule.
- Attend client meetings as required (at least one progress meeting per month).
- Provision of monthly progress reports.
- Preparation of all graphic and presentation materials (for public consultation and Council committees).
- Preparation and cost of media and advertising required for public consultation.
- Submission of four draft Feasibility Study reports for review, and incorporation of changes.
- Conduct a public process to gather information from the general public about the draft Feasibility Study, in particular areas concerning community needs and siting.
- Submission of final reports in both hard copy (four copies) and electronically (digital format and PDF suitable for website posting).
- Attend Committee and/or Council for presentations as directed by staff.

9. City Provided Items

- Access to existing resources and documents.
- A staff team to work with consultants.
- Stakeholder and other community contacts as required.
- Administration assistance with organising community consultation events.

- Review of draft reports.
- Meeting space.

10. Budget

A budget of \$185,000.00 Canadian, including all applicable taxes, has been assigned to this project, including the final reports and all associated costs.

11. Project Schedule

The project is to be completed by Sept 1st 2008, with work commencing as soon as possible in February 2008. An interim report on draft recommendations is required by June 15th 2008, to ensure input into the Capital Program planning for 2008. A detailed project schedule is to be submitted with the proposal.

12. Proposal Submissions

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

- **Executive Summary** – providing a summary of your overall approach and key points in your proposal. This should be a maximum of one page.
- **Project Team Composition.** A complete listing of all key personnel who will be assigned to this project. This will include roles and responsibilities, leadership, and their availability for this project. A description of each team member's Recreational Facility Feasibility Study and related experience is required. It is recognised that the project team will likely be a consortium of people from different firms. The experience and project list should be specific to each person on the team, rather their firm's experience. Resumes should be included as an Appendix.
- **Project Background, Objectives and Scope.** A description of the consultant's understanding of the project objectives/outcomes, vision and scope. This should be a maximum of one page.
- **Proposed Methodology.** 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, and how the tasks achieve the project objectives/outcomes. This section should be clearly laid out, with each task succinctly described, and deliverables/outcome associated with each task identified.
- **Project Schedule.** A detailed schedule of all activities, including milestones, project meetings, public consultation strategy, interim reports and progress reports required for this project.
- **Budget / Fee Schedule.** Provision of a priced methodology complete with a time allotment for each identified task (including a time allocation for each team

member broken down according to each task) that you propose to employ to carry out the work. This shall form the basis for payments to the successful proponent. Supplement this with a schedule of hourly 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. The fee schedule should be submitted in the following format:

Hourly Rates	
Project Member 1	\$#
Project Member 3	\$#
Project Member 3, etc	\$#

Professional Time Allocation				
<i>Task</i>	<i>Project Member 1</i>	<i>Project Member 2</i>	<i>Project Member 3 etc</i>	<i>Total</i>
1	# hours	# hours	# hours	# hours
2 etc	# hours	# hours	# hours	# hours
<i>Total</i>	<i># hours</i>	<i># hours</i>	<i># hours</i>	<i># hours</i>

Professional Fees Allocation				
<i>Task</i>	<i>Project Member 1</i>	<i>Project Member 2</i>	<i>Project Member 3 etc</i>	<i>Total</i>
1	\$#	\$#	\$#	\$#
2 etc	\$#	\$#	\$#	\$#
<i>Total</i>	<i>\$#</i>	<i>\$#</i>	<i>\$#</i>	<i>\$#</i>

Total Professional Fees	\$#
Estimated disbursements (expenses)	\$#
Subtotal Fees and Disbursements	\$#
Estimated GST (5%)	\$#
Total Fees, Disbursements and Taxes	\$#

- **Client References.** A minimum of three (3) client references from recent projects of a similar size and scope.

13 Working Agreement

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.

Proponents may include their standard terms of engagement.

The City of Richmond reserves the right to accept or reject all or part of any Proposal including, but not limited to, the right to request a change of a specific individual sub-consultant(s) or sub-consulting firm(s) and/or to substitute or add individual team members.

The prime consultant shall not (without the written consent of the City of Richmond) change, substitute any team member or sub-consultant or assign the benefit of or delegate

its obligations under this Request for Proposal in whole or in part once the final team composition is determined and the Proposal for Services is submitted.

14. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the City against conformance, but not limited, to the following criteria:

- Understanding of project objectives/outcomes and vision.
- Project Methodology.
- Approach to Stakeholder Involvement.
- Team Composition – Experience and Qualifications of staff to be assigned to the project.
- Project Deliverables.
- Value for Money.
- Clarity and Brevity of Proposal.
- References.
- Interview (if required).



City of Richmond
Business & Financial Services Department

Notice of No Bid

Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.

3158P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	



This Agreement dated the [] day of January, 2008, 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 "Contractor")

Whereas:

- A. The City is [] (the [] or [])
B. The City requires [] the Event []
C. The City issued a [] for [] [] for the supply and delivery of [];
D. The Contractor is [] and [] to deliver [];

NOW THEREFORE, in consideration of the mutual covenants and agreements set out below, the parties have covenanted and agreed as follows:

1. [] Responsibilities

The Contractor shall be responsible for the following as per Request for []/Proposal [] and the Contractor'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 or delegate 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 of any of his obligations or impose any obligation on the City or any of its employees or 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 and all claims, liabilities, damages, and costs, including reasonable attorney fees and other expenses, arising from or allegedly arising from or in any way connected with a claim or omission by the Consultant, his employees, officers, volunteers, agents, or persons for whom the Consultant has assumed responsibility for the performance or purported performance of this agreement.

8. Insurance

8.1. The Consultant shall, at his own expense, obtain and keep in force during the term of this agreement the following insurance:

- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and a \$5,000,000.00 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 the designated limit of the Consultant's professional liability policy be assigned to cover the Consultant's work while contracted by the City.

8.3. The City shall be named as an additional insured under the Consultant's professional liability and the 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 City.

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

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 of Richmond

6911 No.3 Road, Richmond, BC V6Y 2C1
Telephone (604) 276-4000
www.city.richmond.bc.ca

January 30, 2008
File: 02-0775-50-3158/Vol 01

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

Via Electronic Mail and On-Line Posting

Attention: All Proponents

Dear Madam/Sir:

**Re: Request for Proposal 3158P - Feasibility Study for Parks, Recreation and Cultural Services
City Centre Facilities – Addendum 1**

We have received questions related to this Request for Proposal (RFP). This addendum lists the questions we have received, together with our answers. Please review and consider the following information in preparation of your proposals and please note that all questions are numbered while the answers are presented in italics:

1. **PROPOSED TEAM** - The RFP mentions that *a team effort with people from a number of different firms*, but you do not specify what types of consultants you wish to see. With the emphasis on needs assessment, public input, conceptual design for recreation and aquatic we have given much consideration to our team. However, in addition, it appears that other specialty consultants might form part of the team in such areas as demographics, traffic and parking, quantity surveys, and finances (related to the ongoing operation of the facilities). Can you comment on this? Are there others you feel should be included?

We have not been prescriptive on the types of consultants expected, as each team will likely have individuals who have a different range of skills and expertise. Having said that, the lead is likely to be an architect, with a recreation consultant either as co-lead or as a main sub-consultant. A public participation specialist is likely required (although this may be the same person as the recreation consultant). If the recreation consultant does not have aquatic and seniors expertise, then a specialist in these area would also be required. Other sub consultants would likely include cost/financial consultant, and the other subs you've suggested.

2. **REVIEW OF EXISTING FACILITIES** - Is a facilities review of the existing City Centre Community Centre and Minoru Place facilities included in this feasibility study? If so, can you comment of the scope and if you would you require reviews from architectural, structural, mechanical and electrical engineering?

A review of the existing faculties is not required.

3. SITE SELECTION – Has a number of possible sites been selected and if not can you expand on your expectations and scope in this regard?

Around 4 or 5 sites are likely to require assessment.

4. COMMUNITY INPUT – You mention a number of specific organizations that the consultants should meet with. Is there any likelihood that there will be other groups, or is the list likely to include all of the organizations?

There are a greater number of potential stakeholders than listed in the RFP. However, the successful consultant is not expected to meet directly with all groups, but does need to solicit their input somehow.

5. SCHEDULE - The RFP mentions that a needs assessment (survey) will be completed in the spring. Do you have a specific timeline for the completion of that task?

The RFP for a community needs assessment will go out in early February, with the project commencing early in March 2008. The intention is that a City-wide survey would be undertaken in April, with results reported in May (likely near the end of May, although we may be able to get some high level results - or results for questions relevant for the feasibility studies - by mid May). Given the timeline for interim reporting of the feasibility studies by mid June, it does appear that some (but very limited) information would be available for the feasibility study interim reporting. By July 2008, all the city-wide survey results would be analyzed, and there would also be information from some proposed focus groups (due to be undertaken as part of the Community Needs Assessment) in June.

6. SUBMISSIONS - The RFP is very specific about the layout, titling and ordering of submissions. We have a tried and proven layout for our proposal which, while addresses all of your specified elements of the RFP, does not necessarily present them in the same order and with the same title. Do you insist on all submissions to be ordered and titled to your exact specifications?

We request that all submissions conform to the requested layout outlined in section 12 of the RFP (Proposal Submissions). This will facilitate an efficient and thorough comparison of all submissions received.

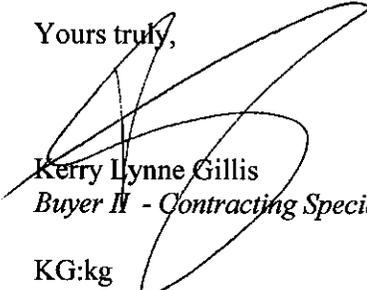
7. The Community Needs Assessment update is going to happen in the first half of 2008, but the preliminary recommendations of this report are required by mid-June...and any analysis must precede this by some months. What info can we reasonably expect from the Community Needs update?

The RFP for the Community Needs Assessment will go out in early February, with the project commencing early in March 2008. The intention is that a City-wide survey would be undertaken in April, with results reported in May (likely near the end of May, although we may be able to get some high level results - or results for questions relevant for the feasibility studies - by mid May). Given the timeline for interim reporting of the feasibility studies by mid June, it does appear that some (but very limited) information would be available for the feasibility study interim reporting. By July 2008, all the city-wide survey results would be analysed, and there would also be information from some proposed focus groups (due to be undertaken as part of the Community Needs Assessment) in June.

8. The Project Scope detail related to Financial Feasibility (top of page 7) asks for 'governance model, staffing structure and requirements', as well as for an operating budget including staffing, etc. How much detail are you expecting within this report?

We are looking for a 'reasonable level', but do not expect this to be an onerous task. The operating budget could be based on previous experience with operating a similar sized facility, with similar functional space and programming (e.g. salaries and wages broken down by x number of staff at the various types of position, maintenance, utilities, advertising, etc).

Yours truly,



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