



Contract 3159P

Architectural/ Engineering Consulting Services for Fire Hall No. 3 - Bridgeport

1. Introduction

The City of Richmond recently issued a Request for Expressions of Interest (REOI). Fourteen submissions were reviewed and evaluated by the City's selection team.

Short listed companies are invited to submit a Proposal for Architectural/ Engineering Consulting Services for the Richmond Fire Hall No. 3 – Bridgeport project.

Please note that the REOI submission will NOT form part of the Proposal and proponents are requested to submit entirely new and comprehensive Proposals.

It is the intention of the City to award the Contract to the Proponent that submits the most advantageous Proposal which is in the best overall interest and at the sole discretion of the City of Richmond.

2. Submission Details

Five (5) copies of proposals marked “**Architectural/ Engineering Consulting Services for Fire Hall No. 3 – Bridgeport - Contract 3159P**” 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 Tuesday, March 4, 2008 @ 3:00pm local time. Submissions received after this time will be returned to the sender.

The Proposal submission shall include:

1. The proposed scope of services.
2. The proposed Project Team and Fixed Fee Schedule to be clearly presented in the schedule format included in this RFP.

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

The City reserves the right to negotiate with the selected Proponent to modify its Proposal to best suit the needs of the City. If negotiations with the selected Proponent are

unsuccessful, the City reserves the right to negotiate with the next most suitable Proponent and so on, until an agreement is reached.

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Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for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 include the name and contact information of the individual the City may communicate with regarding any questions or clarifications relating to the Proposal.

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. Proposal Content

Proponents are requested to include an Executive Summary outlining the following:

1. Executive Summary providing a summary of the key points in Proposal.
2. Confirmation of the final Team and include changes that have been made since submission of the REOI with rationale for change. Indicate the Team Leader for each discipline and the approximate time allocated for the involvement of each key team member.
3. Contract compliance and any proposed exceptions to the Terms and Conditions to the Canadian Standard Form of Contract for Architectural Services Document 6, latest version and the Supplementary Conditions attached as Appendix B.
4. Comment on the implications of raising the LEED's Certification Standard from current standard of Silver to Gold.

4. Fee Schedule

Proponents are requested to include a Fee Schedule per Section 15 in the format provided outlining the following:

1. Fixed Fee for the full services under Section 11 Scope of Work including a detailed breakdown.

2. Project Team Fee Schedule.
3. Clearly identify those services that fall outside of the Fixed Fee.
4. Schedule of Hourly Rates for all team members to be applied for additional services and changes to the scope of work through the duration of the project.
5. Schedule of Disbursements anticipated and allowed for by each consulting firm, rates thereof, and any administrative overheads applied.
6. Additional fees for presentation materials including perspectives, models, etc.
7. The selected Proponent shall not be entitled to any additional or extra fees or disbursements without prior written approval.

5. Enquiries

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

Purchasing

Sumita Dosanjh
Contracting Specialist
Purchasing Section
City of Richmond

Telephone: 604-276-4097
E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Janet M. Whitehead
Project Manager
Facility Management, Eng & Pw
City of Richmond

Telephone: 604-233-3312
E-mail: jwhitehead@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.

6. Confidentiality

The City acknowledges and agrees that Proposals may contain confidential information about the Proponent and will protect from disclosure to the extent permitted by the Freedom of Information Act and that all documents submitted to the City will be subject to the protection and disclosure provisions of this legislation.

7. Project Background

The Fire Hall No. 3 – Bridgeport will be constructed on a ±1.5 acre parcel of land owned by the City at 9660/9700 Cambie Road. Rezoning approval is required (from Single-Family Housing District – R1 to School and Public Use District – SPU). The successful Proponent will be involved in preparation of the Rezoning Application.

The City plans to build a 7500 sq ft replacement fire hall that meets the current needs of Richmond Fire Rescue while accommodating expansion at a later date. The expansion of the new fire hall may include a station for the BC Ambulance Service. Should the ambulance station be included in the first phase of this building, the square footage of the building will increase as will construction and design budget. See Appendix A. Building requirements will include but will not be limited to:

- Minimum Leed Silver Certification;
- Remain operational in the event of a seismic disaster;
- Two truck apparatus bay;
- Gender neutral change rooms, washrooms and dormitory;
- Public meeting room;
- Kitchen, fitness and social areas.

8. Project Schedule

The Fire Hall No. 3 – Bridgeport is scheduled for substantial completion in Fall 2009.

- | | |
|---------------------|-----------------------|
| • Design and Tender | Spring – Fall 2008 |
| • Construction | Fall 2008 – Fall 2009 |
| • Occupancy | Winter 2010 |

9. Project Budget

The preliminary project budget is in 2008/2009 dollars. The budget does not include soft costs, contingencies or project overhead:

Construction & Construction Manager	\$3,485,000
Furniture, Fittings and Equipment	\$ 181,000
Cost Consultant	\$ 17,000
Permits & DCC's	\$ 125,700
Public Art	\$ 35,250
Post Construction Occupancy	\$ 70,500
LEED Certification	\$ 40,000

10. Project Management

The City of Richmond will hire a Construction Manager initially serving as the Owner's agent and adviser on construction matters to work in conjunction with the Owner and the Consultants as part of the construction management team. The Construction Management Contract (CCA-5) will convert to a Stipulated Price Contract (CCDC-2) at 40% to 60% of the construction budget. The Project Team will consist of the Construction Manager, Project Manager (City Staff), a Deputy Fire Chief and the Consultants. The Prime Consultant will report to and receive direction from the Richmond Project Manager to ensure project's objectives are met on time and on budget. The Construction Manager will participate in the design process and provide value engineering to assist the project to keep within the budget and on schedule. The fee schedules submitted should include the costs and/or savings that may be applicable with construction management process.

11. Scope of Work – Description

Scope of Services

The scope will be as outlined in the Canadian Standard Form of Contract for Architectural Services, Document 6, latest version, and is may include but is not limited to the following areas of involvement:

1. Prime Responsibility:

- 1 Finalize the building program.
- 2 Complete design services from initial concept to tender documents including but not limited to the following:
 - Conceptual design;
 - Site planning;
 - Building design; and,
 - Complete working drawings, details and specifications; and tender documents.
- 3 Frequent communication and close contact with the City;
- 4 Approvals from the appropriate authorities including but not limited to the following:
 - Building permit from the City;
 - Any other project approvals as required or deemed necessary.
- 5 Participate, review and advise regarding the pre-qualification of contractors;
- 6 Administration of the tender process in conjunction with the City's Purchasing section;
- 7 Review and evaluation of the tender submissions;
- 8 Recommendation of preferred contractors;

- 9 Complete construction contracts administration:
 - Recommend award of contract;
 - Prepare Stipulated Price Contract (CCDC-2) for execution by City;
 - Complete field services and thorough documentation;
 - Bi-weekly site meetings with the Contractor with detailed minutes;
 - Continuous monitoring of Contractor progress and project costs;
 - Recommendation, preparation, issuance of changes to the Contract;
 - Timely response and direction to the Contractor;
 - Monthly progress reports to the City in regards to design and construction issues; progress and scheduling, budgeting and costs;
 - Supervision of the building furnishings, fittings and equipment installation;
 - Determine conditions for achievement of Substantial Completion and Final Completion;
 - Ensure achievement of minimum LEED's Silver Certification;
 - Oversee final commissioning of the building;
 - Establish Substantial and Final Completion;
 - Prepare deficiency lists and monitor completion/correction: and
- 10 Provide final and complete digital as-built drawings in the latest version AutoCad; and,
- 11 Coordinate Operations & Maintenance Manuals and Training Manuals hard copy as well as digital.
- 12 Liaison and/or participation as directed by the City with external agencies responsible for supply of power, communications, environmental and other input into any approval/ advisory processes for a successful delivery of the project.

2. Deliverables

The Proponent will be responsible to provide complete landscape design, architectural and engineering services for Fire Hall No 3 - Bridgeport Fire Hall including but not limited to the following:

1 Preliminary Design Phase for the overall Project:

- 1 Final building program;
- 2 Complete preliminary design for building and site;
- 3 Code Compliance Report;
- 4 Preparation of a Project Definition Report (PDR) which includes preliminary plans, outline specifications, and preliminary cost estimates;
- 5 LEED's audit leading to formal certification;
- 6 Preparation and submission of Development Permit plans and supporting documents; and,

- 7 Participate in the selection and installation of Public Art.

2 Design Development and Detailed Design Phase:

- 1 Detailed Design for the Building and Site:
 - 1 50% Detailed Design Review Submission
(including design drawings, budget and schedule review)
 - 2 75% Detailed Design Review Submission
(including design drawings, budget and schedule review)
 - 3 90% Detailed Design Review Submission
(including design drawings, budget and schedule review)
 - 4 100% Detailed Design Review Submission
(including design drawings, major budget and schedule review)
- 2 Building and Site Contract Documents and Complete Tender Packages:
 - 1 Complete working drawings including all construction details;
 - 2 Complete Project specifications;
 - 3 Input regarding the selection of the Construction Contractor;
 - 4 Input regarding the General and Supplementary Conditions to the Contract; and
 - 5 Any other information deemed necessary by the City;
 - 6 Permit applications for all approving authorities, coordination of the various approval processes including any requested revisions, subsequent re-submissions and meetings;
- 3 Coordination and preparation of documentation as required for LEED's silver certification or better.

3 Contract Administration and Field Services Phase for the Building and Site Development:

- 1 Weekly/bi-weekly (as required) Construction Meeting Minutes and Action List;
- 2 Weekly field review complete with filed inspection reports or more frequently as required by construction status;
- 3 Recommendation and issuance of Field Instructions, Contemplated Change Orders, Change Directives, Change Orders;
- 4 Certificate of Substantial Completion complete with Deficiency Report
- 5 Certificate of Final Completion;
- 6 Installation of furniture, fittings, and equipment including signage;
- 7 Building Commissioning Report and Occupancy;
- 8 Coordination and preparation of documentation as required for LEED's silver certification or better;
- 9 As built drawings, Operations & Maintenance Manuals, Training Manuals.

Note: All project drawings and details will be will be AutoCAD document files formatted according to City of Richmond size and drafting standards as directed by Richmond staff.

12. Consultant Terms and Conditions

Form of Contract:

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.

The Form of Contract will be the Canadian Standard Form of Contract for Architectural Services Document 6 latest version modified by the City of Richmond Supplementary Conditions as contained in Appendix B of the RFP.

The City of Richmond may, at any time, upon thirty (30) days written notice to the Prime Consultant, terminate without further costs or liability, the Contract or any part thereof as it relates to the provision of services by the Consultant or any of the sub-consultants.

The Contract may be terminated by the City of Richmond immediately, to be confirmed within 5 days in writing, in the event of a material breach of the Agreement or other material act of default or misconduct including but not limited to, negligence, willful harm, crimes, poor performance or misrepresentation of skills by the Consultant or of the Consultant's employees or agents.

If the City of Richmond gives notice then all work completed up to and including the effective date of the cancellation, shall be the property of the City of Richmond; and the City of Richmond shall pay the Consultant for the services rendered by the Consultant up to the effective date of the cancellation.

13. Selection Criteria

Proposals shall be evaluated to determine the best value offered to the City based on the following criteria:

- Understanding of project objectives/outcomes and vision
- Project methodology
- Team composition – Experience and qualifications of those staff to be assigned to the Project.
- Project deliverables
- Value for money

- References
- Interview - short listed Proponent Teams shall be scheduled for an interview by the Selection Committee on Monday, March 3 or Tuesday, March 4, 2008. The Proponent shall be allotted 20 minutes to present their Team and Proposal of Services. The presentation should highlight all the key aspects of the Proponent's proposal. A question and answer period will follow. It is anticipated that the interview will be 1.5 hours in length.

14. Selection Process

Selection Criteria

- 1 Overall Proponent team composition, individual skills, relevant experience and organization, including consideration of the following:
 - Relevant public building project experience specifying each firm's particular involvement;
 - Resource allocations;
 - Other related information.
- 2 Comprehension and understanding of the Project and the specific design assignment including consideration of the following:
 - Recognition of the City's project goals, objectives and requirements;
 - Building program,
 - Sustainable building design,
 - Quality of the Proposal;
 - Other related information.
- 3 Project methodology and design approach including consideration of the following:
 - Thorough methodology;
 - Design philosophy;
 - Documented process;
 - Strategy to deliver the project on-time and on-budget;
 - Clear definition of roles and responsibilities including a listing of all sub-consultants and the contact person for each aspect of the project including a detailed list of their relevant project experience;
 - Process flow diagram or Gant chart.
- 4 Budget and schedule control:
 - Incorporation of appropriate expertise;
 - Recognition of key milestones;
 - Commitment to work within the budget;
 - Ability to deliver the project on time and on budget;

- Past performance of relevant projects of similar scale.

5 Fees:

- Fixed fee schedule;
- Schedule of hourly rates;
- Schedule of disbursements.

.6 Interview:

- Presentation and organization of team;
- Communication skills;
- Clarity of overall presentation.

15. FEE SCHEDULES

15.1 Fixed Fee:

	FIXED FEE
Site Plan:	
Landscape Architect	
Tender / Field Review / Contract Administration	
Subtotal	
Architectural:	
Concept Design	
Design Development/Working Drawings/Tender packages	
Field Review/Contract Administration	
Deficiency review/ warranty review	
Subtotal	
Engineering:	
Structural	
Civil	
Mechanical	
Electrical	
Technology & ECOM	
Subtotal	
Other:	
Code Compliance	
Subtotal	
GST	
FIXED FEE TOTAL	
Estimate on Disbursements	
Overhead on Disbursements	
TOTAL	

Note:

1. Modify this table to include all team members.
2. Cost Consultant will be retained by the City.
3. Geo-technical Engineer will be retained by the City.
4. LEED Consultant will be retained by the City.
5. Architectural design team to include FF&E and wayfinding consultants.

15.2 Hourly Fee.

DISCIPLINE	FIRM	TEAM LEADER	FEE
Site Plan:			
Landscape Design			
Tender / Field Review / Contract Administration			
Architectural:			
Concept Design			
Design Development/Working Drawings/Tender packages			
Field Review/Contract Administration			
Deficiency review/ warranty review			
Engineering:			
Structural			
Civil			
Mechanical			
Electrical			
Technology & ECOM			
Other:			
Code Compliance			

Note:

1. Identify overall project team leader and City's point of contact.
2. Expand table as required to include all your proposed team consultants.
3. Cost Consultant will be retained by the City.
4. Geo-technical Engineer will be retained by the City.
5. LEED Consultant will be retained by the City.
6. Architectural design team to include FF&E and wayfinding consultants.

APPENDIX A (Building Program)

Facility to include, but not limited to:

- 2 Apparatus Bays with ability to expand for Richmond Fire Rescue
- Fitness Room
- 8 bed gender neutral dormitory
- 2 captain dormitory
- 3 washrooms with showers.
- 1 public, fully accessible washroom
- Workshop
- Storage
- Kitchen and eating area
- Day room
- Gear Storage
- Laundry
- Training Room
- Hose & Training Tower

Appendix B
A18 - Other Terms of Contract

The following paragraphs are Article A18 of the “Canadian Standard Form of Contract for Architectural Services, Document Six, 2006”, between the City of Richmond (defined as *Client*) and the Architect. (defined as *Architect*) in connection with the Richmond Fire Hall No. 3 – Bridgeport for Architectural/ Engineering Services.

1. Conflicts

- 1.1 In the event of any conflict between any provision contained in this Article A18 of this Contract and any other provision of this *Contract*, the provisions contained in this Article A18 will prevail.

2. Architect to Retain Consultants

- 2.1 In Article A3 insert the words “firm defined as the” before the word “architect”.
- 2.2 The *Architect* will preserve and protect the rights of the *Client* with respect to any services performed under subcontract, and will incorporate the terms and conditions of this contract into all subcontracts as necessary to preserve the rights of the *Client* under this Agreement. The *Architect* will be as fully responsible to the *Client* for acts and omissions of subcontractors, and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Architect*.

3. Key Personnel and Consultants

- 3.1 The *Architect* will utilize the following key personnel to perform the Work: The *Architect* will not change any of the foregoing key personnel without prior written approval from the *Client*, which approval may be unreasonably withheld, save and except that if any of such key personnel will be unable to carry out their duties or need to be replaced or substituted as a result of death, disability or incapacity, then the *Architect* will be permitted to replace such key personnel with the prior written approval of the *Client*, such approval not to be unreasonably withheld.

4. Definitions

- 4.1 **Construction Cost.** In the second paragraph after the words “as determined by the *Architect*” add the words “acting reasonably and accepted by the *Client* acting reasonably”. Add the following to the end of the definition: “If agreement is not reached where called for above, the provisions of GC13 will apply.”
- 4.2 **Consultant Coordination:** Insert the following bullet point after the second bulleted line:

“synthesizing the work of *Consultants* and ensuring the *Consultants*’ work is consistent with the functional program documents; and”

- 4.3 **Field Review / General Review:** In line 2 of the definition of *General Review/Field Review*, delete the words “the *Architect*, in his or her professional discretion, considers” and substitute the words “a reasonable and prudent registered architect, experienced in projects similar to the *Project*, would consider”.
- 4.4 **Reimbursable Expenses:** Delete the definition of Reimbursable Expenses and substitute the following:

“*Reimbursable Expenses* mean actual expenditures, supported by receipts and invoices, reasonably incurred by the *Architect* and the *Architect’s Consultants* for the following items in relation to the *Project*:

- courier services;
- reproduction of *Instruments of Service*, photographs and other documents, including plotting of computer generated drawings;
- renderings, models, mock-ups, and web-based project management services that are specifically requested by the *Client*;
- fees, levies, duties or fees for permits, licences or approvals from authorities having jurisdiction;
- premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect’s Consultants*.

5. Client’s Responsibilities

- 5.1 In GC1.1, after the words “The *Architect* will be entitled to rely upon such information” add the following: “(acting reasonably)”. Add the following sentence at the end of GC1.1: “The *Architect* will obtain the prior approval of the *Client* for any and all such contracts.”

6. Architect’s Responsibilities

- 6.1 In line 2 of GC2.2 delete the words “at mutually convenient times” and substitute “within a reasonable time upon receipt of the request”.
- 6.2 Add the following as GC2.3: “Where the *Architect* is required under this contract to prepare and submit to the *Client* a *Construction Cost* estimate, a breakdown of line items making up estimated *Construction Cost* will be provided by the *Architect’s* Quantity Surveyor for detailed review and analysis by the *Client*.”

- 6.3 Add the following as GC2.4: “The *Architect* will provide all of the services, and perform all of the duties and meet all of the obligations as set out in this contract, and will do so generally as would a reasonable and prudent professional experienced in providing services as required by this contract for projects similar to this *Project*.”
- 6.4 Add the following as GC2.5: “The *Architect* represents to the *Client* that it has the qualifications, experience and capabilities necessary to carry out the services to be provided by the *Architect* under this contract.”

7. Construction Budget and Construction Cost

- 7.1 In GC3.3, delete the words “the agreed statement of probable *Construction Cost* will be adjusted” and substitute “the *Client* will give due consideration to adjusting the agreed statement of probable *Construction Cost* in order”.
- 7.2 In GC3.5, delete “15%” in lines 2 and 3 and substitute “10%”.

8. Certificate For Payment

- 8.1 Add the following as GC 4.3: “The *Architect* will not issue a certificate of payment if the *Contractor* has not submitted a statutory declaration in form and content satisfactory to the *Architect* (in consultation with the *Construction Manager*) and Workers’ Compensation clearances.”

9. Copyright and Use of Documents

- 9.1 Delete the third sentence of GC5.1.
- 9.2 In line 2 of GC5.3, after the words “occupancy of the Project”, add the words “, including for any renovations, additions or alterations”.
- 9.3 In line 2 of GC5.3: delete the words “and for a one-time use”.
- 9.4 Delete the last sentence of GC5.3 and substitute the following: “The *Architect’s Instruments of Service*, including all electronic or digital files and information will not be used on any other project without a written agreement between the *Client* and the *Architect*.”

10. Project Identification

- 10.1 In GC6.1, add the words “upon approval of the *Client*” at the end of the sentence.
- 10.2 In GC6.2, add the words “upon approval of the *Client*” at the end of the sentence.

11. Liability of the Architect

11.1 Delete GC7.1 and GC7.2 and substitute the following:

- ”.1 The *Architect* will during the term of this *Contract*, and at its own expense, maintain with an insurer and in a form satisfactory to the *Client*, the following insurance policies:
- .1 Comprehensive general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than five million dollars (\$5,000,000) inclusive limit of any one occurrence and such policy will include:
 - Cross liability clause
 - Contractual liability clause
 - Non-owned automobile liability clause
 - .2 Project Specific Professional Liability Insurance Policy for damages arising out of errors or omissions, or negligent acts by or on behalf of the *Architect* in providing professional services under this Agreement, such insurance policy to be in an amount of not less than Five Million (\$5,000,000.00) Dollars for any one claim and such insurance will remain for 36 months after September 30, 2010. Provided, however, if such insurance policy is not readily commercially available, the *Architect* will use reasonable commercial efforts to obtain such comparable project specific professional liability insurance policy as is readily commercially available.
- .2 The *Architect* will indemnify and hold harmless the *Client* and its employees, elected officials and successors, from and against all damages, losses and judgments, including reasonable legal fees (on a solicitor and client basis) and expenses to the extent that they arise from the *Architect's* and/or its employees or its *Consultant's* errors, omissions, negligent acts or omissions, or breach of this *Contract*, in the performance of the *Architect's* services for any and from all patent, copyright or trademark infringement caused by the *Architect*, its employees or its *Consultants*. Providing the *Architect* has not taken any steps, contrary to this *Contract*, to impair or limit the amount of available insurance coverage, this indemnity of the *Architect* will be limited to the amount of any insurance which is available to respond to the claim.
- .3 The *Client* will indemnify and hold the *Architect*, the *Consultants* and the *Architect's* and *Consultant's* respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments including reasonable legal fees (on a solicitor and client basis), and expenses to the extent that they

arise from a breach of this *Contract* by the *Client*, or from an error, omission, negligent act of the *Client*, its employees, and elected officials.

- .4 All insurance policies will provide that they cannot be cancelled or materially changed without at least 30 days' notice to the *Client*.
 - .5 Prior to the commencement of the services hereunder, the *Architect* will file with the *Client* a copy of each insurance policy and certificate required. All such insurance will be maintained until final completion of the service unless otherwise provided in this *Contract*.
 - .6 The *Architect* will provide verification of WCB coverage at the commencement of the provision of services and as requested by the *Client*.
 - .7 In the event the *Client* elects to obtain project wrap up insurance for the *Project*, including insurance for the design professionals, the *Architect* agrees to remit to the *Client* the premium amount realized from canceling the *Architect* errors and omissions project insurance."
- 11.2 Add the following words at the end of GC7.3: "The *Architect* will conduct reasonable research to assess the product information or representations."
- 11.3 Add the following words to the end of GC7.4.1: "but the *Architect* will conduct such inspections as may be required to be reasonably satisfied that the *Work* is being undertaken and conducted in compliance with the *Construction Contract*."
- 11.4 Add the following words to the end of GC7.4.2: "except when such acts or omissions arise from the negligence or breach of this contract by the *Architect*".

12. Suspension and Termination

- 12.1 In GC8.1 delete the words "If the *Client* lacks the financial ability or authority to proceed," and substitute "For any reason at the discretion of the *Client*,"
- 12.2 Delete GC8.2 and substitute the following: "If any invoice submitted by the *Architect* remains unpaid by the *Client* without reasonable cause for sixty days or more from the date the invoice was submitted and the *Client* fails to submit the invoice to a *Dispute* resolution process as set out in GC13, then the *Architect* may give seven days written notice to the *Client* that the *Architect* will suspend services."
- 12.3 In GC8.3.1 after the words "the *Client* has not" insert the following words: "without valid reason".

- 12.4 In GC8.3.1 after the words “paid the *Architect’s* invoice,” insert the words “or the invoice has not been submitted to a dispute resolution process as set out in GC13,”.
- 12.5 Delete GC8.3.3 in its entirety.
- 12.6 Delete GC8.5 and substitute the following: “In the event of a suspension of services other than by the *Client* for failure by the *Architect* to perform its obligations under this *Contract*, the *Architect* will not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* will submit an invoice for all services performed to the effective suspension date, together with *Reimbursable Expenses* and applicable taxes then due. Before resuming services the time schedules will be adjusted by the duration of the suspension but the fees for the remaining services will remain unchanged.”
- 12.7 Delete GC8.6 in its entirety.
- 12.8 In GC8.9 delete the words “in the event that the *Project* is permanently abandoned” and substitute the words “for any reason, at the discretion of the *Client*”.
- 12.9 Delete GC8.10 in its entirety.
- 12.10 In GC8.11, insert the words “other than for cause” after the word “termination” in line 1.
- 12.11 Delete GC8.12, and substitute the following:

“If this contract is terminated under GC8.8, the *Architect* will not be entitled to any further fees or compensation, including costs attributed to suspending the *Architect’s* contractual and employee commitments or loss of earnings or for any expenses attributable to the suspension of the *Contract*. Upon termination the *Architect* will submit an invoice for all services performed to the effective termination date, together with *Reimbursable Expenses* and applicable taxes then due. If this contract is terminated under GC8.9, then the *Client* will pay the *Architect*:

- .1 all fees owed to the *Architect* for services performed by the *Architect* up to the date of termination;
- .2 *Reimbursable Expenses* incurred by the *Architect* up to the date of termination; and

- .3 the *Architect's* reasonably incurred wind-down costs, including but not limited to staff expenses, leases, rentals, carrying charges and other costs as agreed between the parties.”

13. Law Governing this Agreement

- 13.1 Delete GC9.1 and substitute the following: “This contract will be governed by the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.”

14. Successors and Assigns

- 14.1 Delete the last two sentences of GC10.1 and substitute the following: “Except as otherwise provided herein, the *Architect* will not assign, sublet or transfer an interest in this *Contract* without the written consent of the *Client*, which consent may be unreasonably withheld.”

15. Payments to the Architect

- 15.1 In GC12.2, delete the words “for which the Architect is proven to be legally responsible or” and substitute the words “caused by the *Architect* failing to abide by the standard of a reasonable, prudent and experienced architect, or those which the *Architect*”.
- 15.2 Add the following words at the end of GC12.3: “unless such variance is the result of the failure of the *Architect* to take those project cost considerations into account which a reasonable, prudent and experienced *Architect* would have taken into account and the client is required to incur additional costs as a result of the variance.”
- 15.3 Delete GC12.6 and substitute the following: “If and to the extent that the contract time initially established in the *Construction Contract* is exceeded or extended through no fault of the *Architect*, any resulting additional services required from the *Architect* for such extended period of the contract administration will be *Additional Services*. In the event that the *Architect* becomes aware that the contract time may be exceeded, it will provide to the *Client* as soon as possible, a notice in writing setting out its assessment of any extension and the steps that may be taken to overcome it.”

16. Dispute Resolution

- 16.1 Delete GC13.1 and substitute the following: “All disputes arising out of or in connection with this contract may be settled by litigation commenced by any party at the election of that party, or may, with the written concurrence of both the *Client* and the *Architect*, be referred to and finally decided by a single arbitrator

pursuant to the *Commercial Arbitration Act* of British Columbia, and the rules of the British Columbia International Commercial Arbitration Centre will apply.”

17. Additional Services Related to Litigation

17.1 In the event that the *Client* requires *Additional Services* of the *Architect* relating to advancing the *Client's* interests in any litigation in any forum surrounding this *Project* these *Additional Services* will be provided at the hourly rates set forth in Article A10 of the Agreement Form, or as otherwise mutually agreed.

18. Health and Safety

18.1 The *Architect* will fulfill all of its obligations in compliance with the applicable health and safety legislation and will accept responsibility for any health and safety violation that may occur with respect to the services negligently provided by the *Architect*.

19. Liens

19.1 Where the *Client* has paid the *Architect* as per the terms of the *Contract*, and in the event that a construction lien is registered against the *Project* by anyone claiming through the *Architect*, the *Architect* will, at its own expense, forthwith take whatever steps maybe necessary to vacate or discharge the lien, as the case may be, including the posting of security into court. In addition, the *Architect* will take all further steps necessary to protect the interests of the *Client*, including but not limited to providing a defence to the *Client* in any lien proceedings and to holding the *Client* entirely harmless in the event that any such lien claimant, claiming through the *Architect*, successfully prosecutes an action which results in liability to the *Client*.

20. Independent Contractor

20.1 Nothing in this *Contract* will be deemed or construed to create a partnership or joint venture with regard to the *Project* or to constitute the *Architect* an agent of the *Client* except to the limited extent herein authorized. In carrying out its obligation under this *Contract*, the *Architect* will at all times be an independent contractor and the scope of his duties in respect of the *Project* are limited to those expressly set out herein.

21. Services Provided to Date

21.1 All services performed by the *Architect* in connection with the *Project* up to and including the date of this *Contract*, if any, will be deemed to have been performed under this *Contract*, and the payment for the *Architect's* services under this *Contract* will be deemed to cover all the services provided prior to the date of this *Contract*.

22. Counterparts

22.1 This *Contract* may be executed in counterparts.



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.
3159P

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	
	(Empty space for additional comments)	



February 25, 2008

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

To Those Parties Receiving Contract 3159P
Request for Proposal – Contract 3159P Architectural and Consulting Services for Fire Hall No. 3
Bridgeport

Dear Sir or Madame:

Re: Addendum #1
Contract 3159P Architectural and Consulting Services for Fire Hall No. 3 Bridgeport

This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts.

1. Question: With regards to schedule - the RFP document states that design and tender are to be complete by the fall of 2008. However, we understand that the subject site will require an application for re-zoning from single family use to public use. In our experience, the re-zoning process generally requires in the order of 8 months or more to complete. This will have a significant impact on the targeted completion date.

Answer: We expect the design and tender process to take approximately 8 to 9 months from the award of contract for Architectural and Engineering Consulting services. Planning and Development will work closely with the consultant to ensure that the re-zoning process is completed well within that time frame. Currently rezoning applications are taking approximately 6 months to complete.

2. Question: What is the extent of the FF&E referred to on page 11 at the bottom of the fee schedule under item 5.? Standard architectural services include selection of interior finishes and colour selections, and all built-in cabinetry. the selection of furniture, draperies, and other equipment or fixtures that are not part of the base building are normally a separate service. Is it the intent of the RFP that the prime consultant is to include furniture and fixture selection beyond the standard architectural services?

Answer: It is not the intent that the prime consultant include furniture and fixture selection beyond standard architectural services.

Yours truly,

Sumita Dosanjh
Contracting Specialist