Consulting Services for Williams Road West Drainage Pump Station Upgrade

1. Introduction

1.1 The City of Richmond proposes to engage the services of a Consultant team that incorporates multi-disciplinary engineering staff and an architect to provide preliminary and detailed designs of a replacement drainage pump station located at the west end of Williams Road.

1.2 In addition to the design of a new pump station, the Consultant will consider sustainable initiatives, environmental impacts and incorporate the City parks trail strategy within the design. The design will be similar in concept to the existing drainage pump station located at the west end of Francis Road.

1.3 The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Definitions

2.1 Throughout this Request for Proposal the following definitions apply:

a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at www.bcbid.ca, or any replacement website;

b) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

c) “City” means the municipal corporation, generally known as the City of Richmond, British Columbia.

d) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this RFP;

e) “Consultant” means the Successful Proponent, individual, partnership, corporation or combination thereof, including joint venturers to this
Request for Proposal who is awarded and enters into a written Contract with the City to perform and to oversee the Work;

f) “Contract Documents” means the purchase order, the Consultant’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

g) “Contract” means the agreement formed between the City and the Consultant as resulting from this Request for Proposal, executed by the City and the Consultant and evidenced by the purchase order issued to the Consultant by the City;

h) “Delivery Date” means the date the City requires the Consultant to deliver the goods to the City’s Delivery Site;

i) “HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;

j) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;

k) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;

l) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;

m) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;

n) “Successful Proponent” means the same as “Consultant” and

o) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.
3. **Submission Details**

3.1 Four (4) copies of proposals marked **“Williams Road West Drainage Pump Station Upgrade - Contract 4272P”** 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 3:00 pm, local time on Friday, May 27th, 2011. Submissions received after this time will be returned to the sender unopened.

3.2 The Proposal shall be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.

3.3 Prices quoted will be in Canadian currency and exclusive of HST.

3.4 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.

3.5 Proposals may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.

3.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

3.7 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City’s acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

4. **Enquiries**

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

**Purchasing**
Kerry Lynne Gillis
Buyer II, Contracting Specialist
E-mail: purchasing@richmond.ca

Purchasing Section
City of Richmond
4.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.

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

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

4.4 The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on Thursday May 19th, 2011. Inquiries received after this deadline will not be addressed by the City.

5. Project Background

5.1 A planning level engineering study of the Williams Road West Drainage Area determined insufficient capacities. To resolve existing capacity issues and accommodate future development, an increase of pumping capacity from the existing 0.73 m$^3$/s to a proposed 1.5 m$^3$/s is required.

6. Project Scope

6.1 The pump station renovation requires a major refurbishment of the existing pump station. The proposed works generally include new foundation and intake structures, discharge piping, motor control center building, generator storage building, raising the dike to provincial requirements and a new pedestrian/bike access from Williams Road to the new dike elevation.

7. Consultant Duties

7.1 The Consultant shall provide an experienced multidisciplinary engineering/consulting team (including but limited to; civil, architectural, environmental, structural, geotechnical, mechanical, electrical) capable of undertaking the variety of tasks and acquiring the necessary approvals within the allocated time frame. The Consultant’s duties shall include, but not be limited to, the following items.

a) Background Information:
i. Review City Supplementary Specifications and Detail Drawings (April 2011).

ii. Compile and review available hard copy record drawings.

iii. Inspect and become familiar with site conditions and constraints.

iv. Obtain all utility and service as-built information from the appropriate owners.

v. Review City records.

vi. Meet on-site with City Engineering and Public Works representatives to review any potential conflicting utilities and general site restrictions.

b) Review the relevant sections of the City’s *Parks Trail Strategy* and incorporate applicable items.

c) Public Art:

   i. The Consultant may be required to work with an artist to incorporate artwork into the design. The City’s public art planner will conduct the artist call and selection and will administer the artist’s contract and progress.

d) Pre-design work completed by others:

   i. None available.

e) Survey and Base Plan Preparation:

   i. Perform a Total Station or GPS survey of the subject and surrounding areas picking up all service connections, utility poles, edges of asphalt, driveways, parking areas, structures, property lines, trees, fences, ditches, legal data, etc.

   ii. Prepare digital base plans showing all survey pickup in a neat, readable manner.

   iii. Transfer all hardcopy as-constructed information to the plans.

   iv. The City does not provide any legal base plan information. The Consultant shall be responsible for preparing a legal base plan.

f) Preliminary Design:

   Submit a formal Pre-Design report including but not limited to:
i. hydraulic assessment and detailed life cycle cost analysis to determine pumping configuration (options should include centrifugal type pumps and axial propeller pump tube configurations),

ii. assessment of the potential impact of work specifically addressing the works that are built into the dike so they don’t facilitate a potential dike breach,

iii. assessment of existing concrete foundations to determine the possibility of reusing portions of the foundation for the new design,

iv. assessment of inlet and outlet sump hydraulics, and

v. a minimum three architectural concepts (3D digital format) for the exposed portions of work including; MCC building, generator storage building, stairs and ramps.

g) Public Consultation:

i. Prepare presentation boards and attend a public consultation meeting.

h) Detailed Design:

i. Upon City approval of Pre-Design report recommendations and conclusions, prepare digital detailed drawings in accordance with City Design Specifications and drafting standards showing all civil, structural, mechanical, electrical and architectural works required for upgrades.

ii. The pump station design shall allow for connection to the existing drainage conveyance system and shall also accommodate the ultimate design which is a capacity upgrade (the system is currently being modeled, recommendation for ultimate design will be made available).

iii. Completed detail design drawings are to be submitted for review.

iv. Allow for a minimum of three sets of reviews, comments, and revisions of final completed detailed design drawings.

v. Allow two (2) weeks for each City review.

vi. Submit full set of drawings drawn to City drafting standards on CD after final approval. Digital file review will occur prior to final payment.
vii. Identify and provide to the City all special provisions or specifications needed that are not contained in the MMCD Platinum Edition or City Supplementary Specifications.

viii. Completed detail design drawings are to be signed / sealed, issued for construction.

ix. Complete all works necessary to receive a building permit from the City. The City will pay the application cost for the building permit.

i) Outside Agencies Approvals and/or Consultation

i. Co-ordinate and obtain all necessary approvals/permits to construct from private utility companies including DFO, FREMP, Ministry of Environment (Dike Authority), Port Metro Vancouver and any other organizations having jurisdiction.

ii. Consult and co-ordinate with BC Hydro.

a. Determine a suitable location to relocate the existing/new transformer or integrate it into the design making it more visibly appealing.

b. If relocating requires a right-of-way, recommend a strategy for the locations and sizes required on various properties (this needs to be delivered to the City and BC Hydro as soon as possible to start acquisition process).

iii. Identify any impacts for the proposed works to non-City property. Prepare details for discussion with property owners (i.e. construction working space).

j) Geotechnical/Environmental Consultation Services:

i. Obtain the services of a professional geotechnical consultant to:

a. Conduct a geotechnical and hydro-geotechnical investigation of the work area to determine soil conditions and to substantiate the design including the potential for a dike breach in context of the pump station design incorporation into the dike.

b. Evaluate potential impact of dewatering for excavation during construction and recommend strategies for discharge in accordance with specifications.
c. Conduct settlement estimates of adjacent buildings and develop tolerances, where applicable.

d. Provide a report during detailed design phase to address any potential ground condition issues that may be encountered during construction and any requirements that need to be fulfilled.

ii. Obtain the services of a professional environmental consultant to:

a. Determine the impact of the proposed works and liaise with approving authorities.

b. Conduct groundwater sampling and evaluate against City, GVRD and DFO regulations for discharge of groundwater into sanitary and storm sewers. Based on the test results, recommend strategies for discharge of the groundwater during construction.

k) Cost Estimates

i. Provide Class ‘C’ preliminary cost estimate based on preliminary design alignments and locations, and pre-design/capacity analysis memorandum.

ii. Provide Class ‘A’ construction cost estimates for all projects based on Detailed Design ready for tendering and City budgeting.

l) Construction Consulting Services:

i. Professional engineering advisory services during construction; allow for 5 hours per week for 20 weeks (100 hours) plus disbursements.

ii. Geotechnical sub-consultant to provide inspection and advisory services during construction; allow 100 hours plus disbursements.

iii. Structural consultation, inspections and shop drawing reviews; allow 60 hours plus disbursements.

iv. Electrical consultation, inspections and shop drawing reviews; allow 40 hours plus disbursements.

v. Architectural consultation, inspections and shop drawing reviews; allow 80 hours plus disbursements.

vi. Environmental monitoring/consultation during construction; allow 180 hours plus disbursements.
m) Additional Consultation Services

i. Review of City prepared pump station materials supply quotations/tenders for pumps, MCC electrical and any other components.

ii. Engineering field services to satisfy building permit letter of assurance requirements.

iii. Prepare and seal as-constructed drawings to the City once the project is complete, in digital and hard copy format. The City will provide red-lined drawings from the Contractor.

iv. The City may contact sub-consultants directly.

n) Meetings with City/Consultation with the Public:

i. A minimum of 10 meetings with City staff and outside agencies

   a. Four (4) meetings (including Kick-off meeting) during preliminary design process.

   b. Public consultation meeting.

   c. Five (5) meetings during detailed design process.

ii. Allow for site meetings with the City’s Drainage Operations department construction foreman.

iii. Chair meetings at City Hall, and record, prepare and distribute all minutes.

iv. Consultation with property owners and prepare a damage memorandum if required.

o) Optional Work:

i. TENDERING:

   a. Prepare draft and final tender.

   b. Quantify work items in accordance with design drawings.

   c. Ensure tender specifications are project specific and in accordance with City of Richmond Supplementary Specifications and MMCD.
d. Address testing requirements by Contractors.

e. Contact contractors a minimum three weeks in advance of tendering to advise/encourage bid submissions.

f. Administration of the tender in conjunction with City Staff, including preparation of response/addenda to inquiries, evaluation and recommendation of tender award.

g. Determine all necessary regulatory body requirements that need to be followed and include in tender specifications.

h. The City will apply and pay for any permit costs.

ii. CONTRACT ADMINISTRATION:

a. Contract administration in accordance with the construction contract specifications, MMCD and certification of payment in accordance with the latest version of the Builder Lien Act.

b. Attend site visits with City staff and contractors if required.

c. Coordinate weekly / biweekly progress meetings, as necessary, during construction.

d. Prepare and certify monthly progress payments.

e. Consultant will be responsible for ensuring project is delivered on time and on budget.

f. The Consultant shall prepare and plan their efforts based on 400 hours of Contract Administration work.

iii. INSPECTION:

a. Provide a senior level inspector to ensure all works done are in accordance with contract documents, design drawings, MMCD and City Supplemental Specifications.

b. Prepare and submit Pre-construction video/photo log.

c. Inspect and become familiar with site conditions and constraints.

d. Inspect and ensure all works done are in accordance with the requirements provided by all necessary regulatory bodies.
e. Completion of all daily inspection reports and correspondence on standard City documents and formats.

f. Conduct daily verbal updates to the Contract Administrator.

g. Submit weekly time sheets to Contract Administrator for cost tracking.

h. Take construction photos and submit on a regular basis during the process of construction.

i. Any other Inspection items necessary to successfully complete the work.

j. The Consultant shall prepare their inspection effort based on 6 hours per day, allow 700 hours. Include:
   - Substantial Performance Inspection.
   - Total Performance Inspection.
   - Support Staff.
   - Pre and post inspection requirements.

k. The inspection services may be independent of contract administration services i.e. City contract administration with consultant inspection.

l. Please note that all CONTRACT ADMINISTRATION (Optional) and INSPECTION (Optional) hours are in addition to the Additional Consultation Service hours, which is a part of the base scope of work.

8. Appendices

8.1 Please refer to the following Appendices to this RFP, for further information:
   a) Appendix A – Relevant pages of the Parks Trails Strategy.
   b) Appendix B – As-built drawings of the Williams Rd Pump Station.

9. City Provided Items

9.1 The City will provide the following items:
a) As constructed information of City utilities only in hard copy format only.

b) A copy of the Francis drainage pump station design drawings and tender documents (optional) for reference.

c) A copy of the City’s most updated modelling information.

d) City staff will do Scada design and MCC programming.

9.2 The City of Richmond Drafting Standards – August 2002, Design Specifications – June 2008 and Supplementary Specifications and Detail Drawings – April 2011, may be purchased at the City’s Front of House.

9.3 The City has adopted the MMCD Platinum edition (not provided with this RFP).

10. **Project Schedule**

10.1 The City requires that construction of the Williams Road West Drainage Pump Station Upgrade be complete by September 30, 2012. Submissions that do not meet the target schedule outlined herein shall not be considered for award.

10.2 It shall not be an option for the Consultant to extend the dates provided herein.

10.3 The following is the targeted schedule for deliverables:

a) Preliminary Design
   i. Formal pre-design memorandum completed by August 31, 2011.

b) Detail Design
   i. Material specifications and drawings for the following pre-purchase items by October 31, 2011:
      a. MCC kiosk,
      b. Pumps,
      c. Discharge bends and piping,
      d. Access Hatches,
      e. and any other long lead time materials.
   ii. Detail design drawings for approval – November 30, 2011.
   iii. Class ‘A’ construction cost estimate – November 30, 2011.
iii. Final signed / sealed detail design drawings Issued for Tender – December 16, 2011.

c) Tendering (Optional)

i. Draft Tender – November 30, 2011.


10.4 A project schedule is to be submitted with the proposal detailing how the Consultant intends to reach the targeted milestones and deadlines.

11. Proposal Submissions

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

1. A Corporate profile of their firm outlining its history, philosophy and target market.

2. A detailed listing of sewer and drainage pump station design and construction experience.

3. A description of the consultant’s understanding of the project objectives/outcomes and vision, and how these will be achieved.

4. A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.

5. Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

6. A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.

7. A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.

8. A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.

9. Provision of a priced methodology complete with a time allotment for each identified task proposed to employ to carry out the Work; this shall form the basis for payments to the successful proponent. Supplement this with a
schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed. Optional Work should be clearly separated from the base Work outlined in the RFP.

10. A minimum of three (3) client references from projects of a similar size and scope.

12. Review and Evaluation of Proposals

12.1 The City will review the Proposals submitted to determine whether, in the City’s opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.

12.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent’s clients regarding any financial and experience issues.

12.3 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:

a) Understanding of project objectives/outcomes and vision.

b) Project Methodology.

c) Team Composition – Experience and Qualifications of those staff to be assigned to the project including sub-consultants.

d) Project Deliverables/Schedule.

e) Company Resources.

f) Value for Money and

g) References.

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

i) Prior to Contract award, the Proponent may be required to demonstrate financial stability. Should the City so request, the Proponent will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
12.4 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

12.5 All sub-Consultants of the Proponent will be subject to the same evaluation process. It is the responsibility of the Proponent to guarantee that all its sub-Consultants will comply with all the Requirements and terms and conditions set out herein.

12.6 Preference may be given to Proposals offering innovative concepts and environmentally beneficial products or services.

13. **RFP Process**

13.1 The City may unilaterally take the following actions, and shall not be liable for any such actions:

   a) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;

   b) reject or accept any or all Submissions;

   c) accept a Proposal which is not the lowest cost Proposal;

   d) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;

   e) reject a Proposal even if it is the only Proposal received by the City;

   f) accept all or any part of a Proposal;

   g) split the Requirements between one or more Proponents;

   h) cancel the RFP process at any time and reject all submissions; or

   i) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

13.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The
Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

13.3 All Proposals shall be irrevocable and remain open for a minimum of ninety (90) days after the Closing Time, whether or not another Proposal has been accepted.

14. Negotiations

14.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;

b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and

c) specific contract details as deemed reasonable for negotiation by the City of Richmond.

14.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

15. Working Agreement

15.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

15.2 The Successful Proponent will enter into a slightly modified MMCD Consultants Agreement. MMCD documents may be purchased at:

Master Municipal Construction Documents Association
c/o Support Services Unlimited
102-211 Columbia Street
Vancouver, B.C. V6A 2R5
Phone: 604-681-0295
Fax: 604-681-4545

16. Award of Contract

16.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
16.2 The purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Consultant and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

a) The City’s purchase order including the standard purchase order terms and conditions;

b) Or any mutually agreed to amendments between the Proponent and the City;

c) The Proposal; and

d) The RFP and any subsequent addenda.

16.3 Where the head office of the successful Proponent is located within the City of Richmond and/or where the successful Proponent is required to perform the Service at a site located within the City of Richmond, the successful Proponent is required to have a valid City of Richmond business license prior to Contract execution.

16.4 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

17. Publication of the Results of the Request for Proposal

17.1 The City will publish the name of the successful Proponent on the websites listed in section 4.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

18. General Terms of this Request for Proposal

18.1 Proposals shall be open for acceptance for ninety (90) days following the submission Closing Time.

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

18.3 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the Closing Time for receiving Proposals.

18.4 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of
participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

18.5 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.

18.6 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal Format and Content Requirements, may be rejected in whole or in part by the City at its sole discretion.

18.7 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to Closing Time.

18.8 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

18.9 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.

18.10 All Proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

19. Conflict of Interest

19.1 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

20. Confidentiality

20.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
20.2 The Consultant agrees that this obligation of confidentiality will survive the termination of the Contract between the Consultant and the City.

21. **Information Disclaimer**

21.1 The City and its directors, officers, employees, agents, Consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.

21.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.

21.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, Consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

22. **Freedom of Information and Protection of Privacy Act (BC)**

22.1 Proponents should note that the City of Richmond is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City’s Consultants to protect all personal information acquired from the City in the course of providing any service to the City.
Appendix A

Relevant pages of the Parks Trails Strategy
7.2 Terra Nova Area/West Dyke/Middle Arm Trails

Vision

The Terra Nova/West Dyke/Middle Arm trails will continue to provide public access to this regionally significant landscape with awe inspiring open vistas of distant mountains, water, marsh, and a variety of wildlife habitats. The key principles will include maintaining the tranquil and natural experience of these trails by ensuring sensitive and appropriate development that focuses on enriching the public’s awareness and appreciation of the environmental value and richness of the area.

Location

Along the Middle Arm of the Fraser River from No.2 Road to the River Road road end at the entrance onto the West Dyke Trail and south to Garry Point Park.

Key Links and Destinations

Steveston Village and Steveston Waterfront Greenways; Garry Point Park; Sturgeon Banks; Terra Nova Natural Area; Terra Nova North West Quadrant (TNWQ) future park development; Terra Nova, Thompson and Dover residential areas; the No.2 Road Bridge and Sea Island; the City Centre Middle Arm waterfront and the Downtown District of the City Centre.

Other City and External Plans

The vast estuary along the West Dyke Trail beyond the toe of the dyke is under the jurisdiction of the Provincial Government who published the Sturgeon Bank Wildlife Management Area Management Plan in 1994. Their goal is conservation with a recognition of the high recreational use of the adjacent trail. Plans for boardwalks or piers that may extend out into the marsh area would need to be negotiated with the provincial government as well as FREMP. In 1995, the Parks Section developed a West Dyke Trail Design Plan as a guide for developing the trails and amenities. Improvements were implemented in 1996 and 1997. This plan provides a number of conceptual designs for trail amenities such as an interpretation plan and observation platforms that are still valid. The recent Terra Nova North West Quadrant (TNWQ) Inventory and Analysis was presented to Council in 2002. The immense ecological, historical and recreational value of this site is due to its location adjacent to the river, estuary and trail system. The next phase will be developing a design and management plan for the area. Public Works has ongoing dyke and pump station improvements along the West Dyke that provide opportunities to upgrade staging areas at the same time.
Recommendations

**Short Term**
1. Include the existing waterfront dyke trails and River Road into the planning and design process for the Terra Nova North West Quadrant (TNWQ) site and develop the whole area in a comprehensive manner.
2. Develop a series of trails throughout TNWQ site that connects with the waterfront and Terra Nova Natural Area.
3. Coordinate with Public Works on the design of new pump stations and their surroundings to ensure the overall improvement of the associated trail staging area (e.g. Francis Road pump station).
4. Continue with the interpretation program along the dyke and minor trail amenity improvements.
5. Improve neighbourhood Green Links by providing signage from No.1 Road and Westminster Hwy. directing people to Terra Nova Natural Area, the West Dyke, and to Spul’cwuc School/Park.
6. Develop design plans for the Middle Arm entrance points onto the dyke trails to improve accessibility and safety.
7. Provide directional signage and an orientation map at the No. 2 Road pedestrian/cycling ramp and dyke trail intersection.

**Medium Term**
8. Improve the road end parking conditions at Blundell Road and Williams Road.
9. Implement the improvements to the Middle Arm access points.
10. Improve the waterfront open space immediately to the east of the No. 2 Road Bridge.

**Ongoing / Long Term**
11. Work with FREMP and the Ministry of Water, Land and Air Protection on the potential of providing controlled access into the marsh with boardwalks and observation platforms specifically at Terra Nova and the Francis Road staging area.
12. Consider the acquisition of privately owned lands outside the dyke.
13. Negotiate with the Canadian Broadcasting Corporation on the potential of adding onto their pier structure in the future while respecting their concern for security.
14. Consider the closure of Westminster Highway to vehicular traffic west of Pearkes Drive if all private properties have been acquired in the future. Maintain pedestrian and cycling access and integrate the road into the park to create one seamless site that would include Terra Nova Natural Area and the TNWQ site.
Appendix B

As-built drawings of the Williams Rd Pump Station
K-1 SCREEN
1-REQD

K-2 SCREEN
1-REQD

K-3 SCREEN
1-REQD

K-4 SCREEN
1-REQD

TYPICAL X-SECTION
OF FRAME

FINISH:
REMOVE ALL SHARP EDGES, BURRS AND BURRS.
APPLY FINISHING ONLY.