



Contract 4638P

Design Services for Minoru Sanitary Pump Station Upgrade

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a civil engineering consultant to provide the detailed engineering design of the Minoru sanitary pump station upgrade, complete with new forcemain and gravity main connecting the station to existing infrastructure.
- 1.2 The objective of this request for proposal (“RFP”) 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) “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;
 - b) “City” means the municipal corporation, generally known as the City, British Columbia;
 - c) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this RFP;
 - d) “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;
 - e) “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;

- f) “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;
- g) “Delivery Date” means the date the City requires the Consultant to deliver the goods to the City’s Delivery Site as applicable;
- h) “H.S.T.” 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;
- i) “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;
- j) “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;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- l) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- m) “Successful Proponent” means the same as “Consultant” and
- n) “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 **“Contract 4638P - Request for Proposal for Design Services for Minoru Sanitary Pump Station Upgrade”** 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 Thursday May 24th, 2012. Submissions received after this time will be returned to the sender unopened.
- 3.2 The Proposal should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.

- 3.3 Prices quoted shall be in Canadian currency and be exclusive of H.S.T.
- 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 and all other inquiries shall be directed to:

Procurement / Contractual

Kerry Lynne Gillis

Buyer II, Contracting Specialist

Purchasing Section

City

E-mail: purchasing@richmond.ca

Project / Technical

Roger Keating

Acting Project Manager

Engineering Design and Construction

City

E-mail: rkeating@richmond.ca

- 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 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. It is the sole responsibility of the potential Proponents to the following websites to ensure that all available information has been received prior to submitting a proposal:

- a) City: <http://www.richmond.ca/busdev/tenders.htm>
- b) BC Bid: <http://www.bcbid.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 Friday May 18th, 2012. Inquiries received after this deadline will not be addressed by the City.

5. Project Background

5.1 The Minoru Sanitary Pump Station, which is located at the lane North of 5600 Cedarbridge Way, does not have adequate capacity to service the Minoru sanitary catchments' growing population. To accommodate future development in this area, the City is proposing to upgrade the current sanitary pump station to service the projected 2041 OCP population in the Minoru catchment. This project will also include upgrading approx. 150 meters of forcemain and co-ordinating with development who will be upgrading the existing gravity main. The design scope for this project will generally consist of;

- a) Full replacement of the existing sanitary pump station with an increased pumping capacity in the range of 140 to 190 litres/sec with a total pumping head of up to 20 meters.
- b) Full replacement of approx. 150 lineal meters of existing forcemain;
- c) Co-ordination with the gravity pipe designs by the respective developers.

6. Scope of Engineering Design Work and Consultant's Duties

6.1 The Consultant shall provide an experienced and efficient team 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 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. Review City Boulevard Bylaw #7174 and Residential Access Bylaw #7222; and Roadway Restoration Regulation Bylaw #7869
 - vii. Meet on-site with City Engineering and Public Works staff to review any potential conflicting utilities and general site restrictions.
 - viii. Review City Design Specifications June 2008
 - ix. Review City Drafting Standards August 2002
- b) 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. Tie the base plan to the City's HPN network;
 - v. **The City does not provide any legal base plan information. The successful proponent is responsible for preparing a legal base plan.**
- c) Preliminary Design
- i. Prepare a preliminary design with proposed location for the new pump station and incoming gravity mains and outgoing forcemains for City review;
 - ii. Submit all analyses, conclusions, and recommendations in a formal **Pre-Design** report. The pre-design report should at a minimum address items such as; valve type, pump selection, operational considerations (i.e. access points for inspection and cleaning), air valve selection, construction methods (i.e. trenchless vs. open excavation), etc.
- d) Detailed Design
- i. Upon City approval of **Pre-Design** report recommendations and conclusions, prepare digital detailed drawings (based on sizing and upgrades confirmed during Preliminary Design) in accordance with City Design Specifications and drafting standards showing all civil, mechanical and electrical works required for upgrades;
 - ii. Sanitary pump station lid is to be designed to accommodate occasional H2O loading;
 - iii. Completed detail design drawings are to be signed / sealed before submitting for review;

- iv. Allow for a minimum of three sets (70%, 90% and 100%) of reviews, comments, and revisions of final completed detailed design drawings;
 - v. Allow 1 week for each City review;
 - vi. Submit full set of drawings to City drafting standards on CD after final approval. Digital file review will occur prior to final payment;
 - vii. Identify and provide any special provisions or specifications needed for non-standard items or works;
 - viii. Determine all necessary regulatory body requirements that need to be followed and include in tender specifications.
- e) Outside Agencies Approvals and/or Consultation
- i. Consult and co-ordinate with BC Hydro.
 - a. Determine a suitable location to relocate the existing/new pad mounted 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).
 - ii. Identify any impacts for the proposed works to non-City property. Prepare details for discussion with property owners (i.e. construction working space).
 - iii. Identify any impacts to third part utilities and identify any permitting requirements associated with these impacts.
- f) Geo-technical Consultation Services
- i. Obtain the services of a professional geotechnical consultant to:
 - a. Conduct a geotechnical and hydro-geological investigation of the work area;
 - b. Evaluate potential impact of dewatering for excavation during construction where applicable;
 - c. Conduct settlement estimates of adjacent buildings, where applicable;
 - d. Provide a formal report to address any potential ground condition issues that may be encountered during construction and any requirements that need to be fulfilled;
 - e. Substantiate the structural / civil design as applicable.
- g) Cost Estimation

- i. Provide Class 'C' preliminary cost estimate based on preliminary design alignments, 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.
 - h) Construction Consulting Services
 - i. Professional engineering advisory services during construction; allow for 160 hours plus disbursements at 5%.
 - ii. Geotechnical sub-consultant to provide inspection and advisory services during construction; allow 20 hours plus disbursements at 5%.
 - iii. Structural consultation, inspections and shop drawing reviews; allow 10 hours plus disbursements at 5%.
 - iv. Electrical consultation, inspections and shop drawing reviews; allow 40 hours plus disbursements at 5%.
 - i) Additional Consultation Services
 - i. Review of shop drawings for all materials and equipment;
 - ii. Review of City prepared pump station materials supply tenders (pumps, electrical kiosk, pump station shell, meters, hatch, etc.);
 - iii. Engineering inspection during pump station testing and commissioning;
 - iv. Prepare Operation and Maintenance Manual;
 - v. Prepare and seal as-constructed drawings to the City once the project is complete, in digital and hard copy format. (assuming inspection work is not provided by the consultant, the City will provide survey, and as-constructed data).
 - j) Meetings with City/Consultation with the Public
 - i. A minimum of six (6) meetings with City staff and outside agencies. Three (3) meetings (including Kick-off meeting) during preliminary design process, and three (3) meetings during detailed design process;
 - ii. Allow for site meeting with the City's Sewerage and Drainage - Pumps Stations staff;
 - iii. Chair meeting at City Hall, and prepare all meeting minutes;
 - iv. Prepare presentation boards and attend public consultation meetings.
 - k) 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 Supplementary Specifications and MMCD;
 - d. Address testing requirements by Contractors;
 - e. Administration of the tender in conjunction with City Staff, including preparation of response/addenda to inquiries, evaluation and recommendation of tender award.
- ii. Contract Administration
- a. Contract administration in accordance with the 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 biweekly progress meetings, as necessary, during construction;
 - d. Prepare and certify monthly progress payments;
 - e. Proponent will be responsible for ensuring, to the best of their ability, the project is delivered on time and on budget;
 - f. The Consultant shall prepare their efforts based on 160 hours of Contract Administration work and disbursements at 5%
- 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. Submit weekly time sheets to Contract Administrator for cost tracking
 - g. Take construction photos and submit on a regular basis during the process of construction;
 - h. Any other Inspection items necessary to successfully complete the work;
 - i. The Consultant shall prepare their effort based on 1040 hours of inspection work, plus disbursements at 5%:
- 6.2 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.

6.3 Each Optional Work Item may be awarded independently of the others.

7. Deliverables

7.1 Preliminary Design Stage

- a) Formal Pre-design report;
- b) A set of drawings indicating preliminary alignment and location of the pump station upgrade, incoming gravity mains and outgoing forcemain;
- c) Class 'C' construction cost estimate.

7.2 Detail Design Stage

- a) Detail design drawings for approval;
- b) Class 'A' construction cost estimate;
- c) Material specifications and drawings for the following pre-purchase items:
 - i. Pump station shell;
 - ii. Electrical kiosk;
 - iii. Pump(s);
 - iv. Flow meter;
 - v. Hatches.

7.3 Final approved signed / sealed detail design drawings Issued for Tender and/or Issued for Construction;

7.4 Provide a list of special provisions and specifications.

8. Tendering Stage (Optional)

8.1 Draft and final tender document;

8.2 Assist with addenda as required;

8.3 Evaluate tenders, as required.

9. Appendices

9.1 Please refer to the following Appendices to this RFP, for further information:

- a) Appendix A – Minoru Site Map
- b) Appendix B - Montrose Sanitary Pump Station Upgrade (for reference)

10. City Provided Items

10.1 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 City's most recent completed sanitary pump station design drawings for reference and review;
- c) A copy of the City's development density plan, specific to the applicable sanitary catchments areas.
- d) A copy of a recent City Tender document for reference.

10.2 The following items may be purchased at the City's Front of House:

- a) City Drafting Standards – August 2002;
- b) City Supplementary Specifications and Detail Drawings – April 2011;
- c) City Design Specifications – June 2008.

11. Project Schedule

11.1 The following is the targeted schedule for deliverables based on an award date of June 7, 2012:

- a) Preliminary Design

Formal memorandum on upgrade sizing	July 5, 2012
Preliminary design drawing of upgrades	July 5, 2012
Class 'C' construction cost estimate	July 5, 2012

- b) Detail Design

Material specifications and drawings for the pre-purchase items	August 16, 2012
Detail design drawings for review and approval	August 16, 2012
Class 'A' construction cost estimate	August 16, 2012
Final signed / sealed detail design drawings issued for tender	August 30, 2012

- c) Tendering (Optional)

Draft tender document for review	August 23, 2012
Final tender document for bidding process	August 30, 2012

- 11.2 A project schedule is to be submitted with the Proposal detailing how the Proponent intends to reach the targeted milestones and deadlines.

12. Proposal Submissions

- 12.1 All Proponents should provide the following information with their submissions:

- a) A Corporate profile of their firm outlining its history, philosophy and target market;
- b) A detailed listing of sanitary sewer and sanitary pump station design and construction experience;
- c) A description of the Proponent's understanding of the project objectives/outcomes and vision, and how these will be achieved;
- d) A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task;
- e) Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project;
- f) A detailed proposal of what will be delivered, including the expected outcome and benefits to the City;
- g) 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;
- h) A detailed schedule of all activities, including milestones, (interim and final), project meetings, interim reports and progress reports required for this project;
- i) 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;
- j) Pricing for Additional Consultation Services (base contract) is to be in accordance with Clause 6.1.h)

- k) Pricing for the Optional Work is to be based on the hours listed in Clause 6.1.k). Each item of Optional Work is to be separately priced (Tendering, Contract Administration, and Inspection);
 - l) A minimum of three (3) client references from projects of a similar size and scope.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Proponents may be scheduled for an interview at the discretion of the City.
- 12.6 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.
- 12.7 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.

12.8 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.

12.9 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 Proposals;
- 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 may be 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.
- 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 Proponent's submission and any modifications thereto.
- 15.2 The Successful Proponent will enter into a 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 City's 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 and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City 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.
- 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.

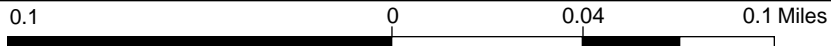
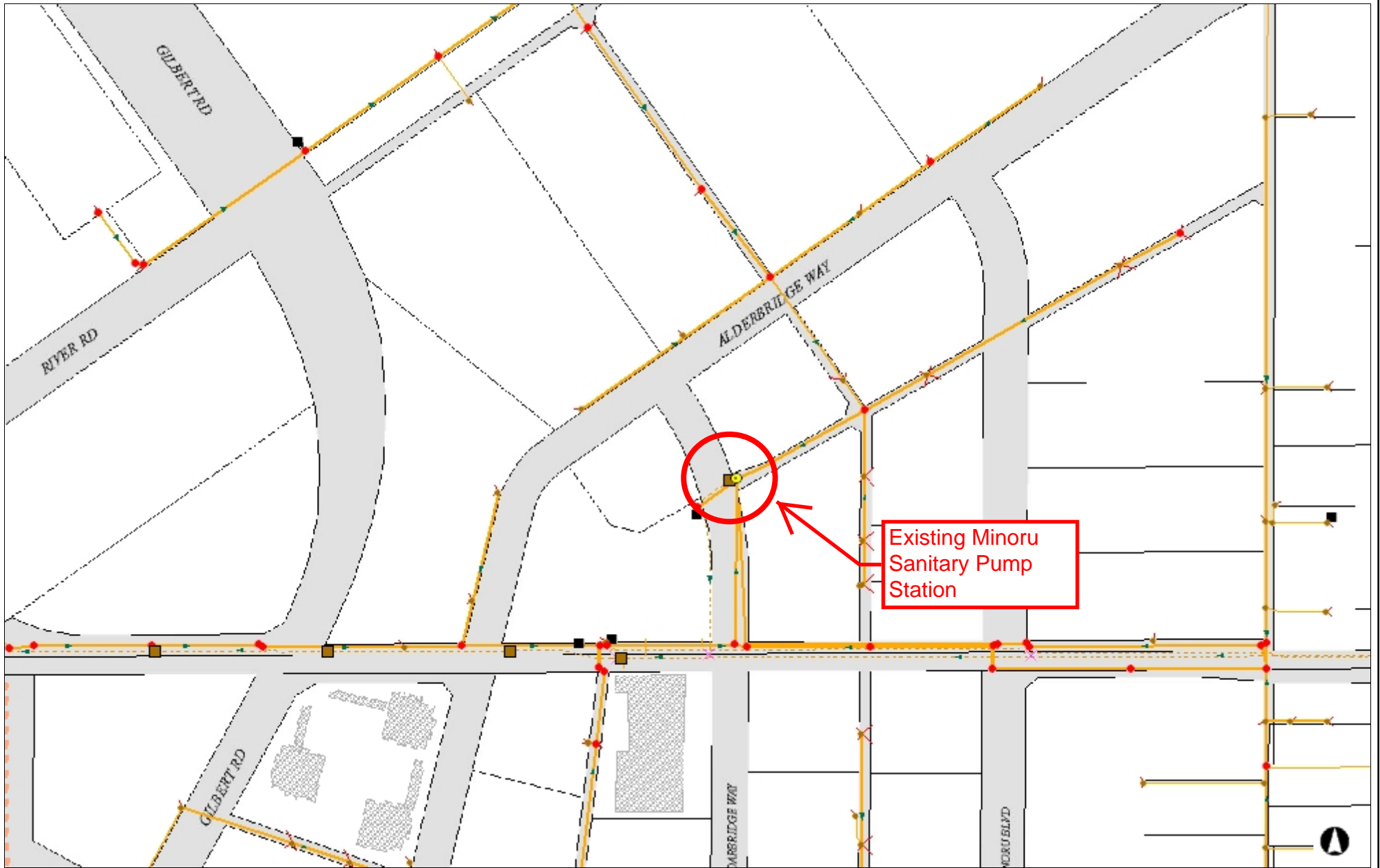
22. Freedom of Information and Protection of Privacy Act (BC)

- 22.1 Proponents should note that the City 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

Minoru Sanitary Pump Station Upgrade - Site Map

City of Richmond Interactive Map



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.