

CITY OF RICHMOND CONTRACT 2700P

REQUEST FOR QUALIFICATIONS

TERMS OF REFERENCE

EAST RICHMOND AGRICULTURAL WATER SUPPLY STUDY

INTRODUCTION

The City of Richmond (City) is seeking submissions from interested firms to undertake the East Richmond Agricultural Water Supply Study. Submissions to this Request for Qualifications will be evaluated by the City to establish a short list of qualified firms that will be issued Request for Proposal to complete this study.

SUBMISSION DETAILS

Three (3) copies of submissions marked “2700P - Request for Qualifications: East Richmond Agricultural Water Supply Study” addressed to the Engineering Planning Department, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, **until 2:00 pm, Local Time, on Monday, May, 9th, 2005**. Submissions received after this time will be returned to the sender.

INQUIRIES

Technical inquiries are to be directed to:

Siu Tse, P.Eng., Manager Engineering Planning
City of Richmond - Engineering Department
Phone (604) 276-4075 Fax (604) 276-4197
E-mail: stse@richmond.ca

Contractual inquiries are to be directed to:

Kerry Young, Buyer
City of Richmond – Purchasing Department
Phone (604)276-4097 Fax (604) 276-4162
Email: purchasing@richmond.ca

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

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 the city of Richmond Web site and/or BC bid to ensure that all available information has been received prior to submitting a bid.

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

BACKGROUND

This Request for Qualifications is to short-list a group of Consultants that will be invited to respond to a Request for Proposals for the East Richmond Agricultural Water Supply Study. The study area will incorporate all of the Agricultural Lands Reserve Areas (ALR lands) within East Richmond, east of Highway 99.

The successful Consultant under the Request for Proposals will be required to undertake the East Richmond Agricultural Water Supply Study which includes but is not limited to the following objectives:

1. Determine the current irrigation water requirements, and calculate the extent of water shortages for present and projected agricultural land use.
2. Provide a water management plan recommending strategies to accommodate competing water needs between different farmers and including an infrastructure study, to identify the infrastructure improvements needed.
3. Compile a database by conducting a detailed land use survey and needs assessment to identify the irrigation water requirement of each of the farmers. The current irrigation or other agricultural water licenses of the farms and the points of diversion for each farm should also be added. Other information such as crop, type of irrigation system, peak flows, and available onsite storage reservoir may also be collected at this time.
4. Develop a long term monitoring program to assess the flows/water level in the regional ditch network and the amount of water drawn by each farm.
5. Develop a water quality-monitoring program to assess the current quality of irrigation water being provided to the farmers and to ensure a future supply of clean, high quality irrigation water. Areas that regularly receive poor quality water are to tracked and mapped.
6. Develop a hydraulic model, calibrated to accurately reflect the supply of water to each of the farms. The model must provide the following analysis:
 - i. Predict flow patterns in the regional ditch network for various hydrologic scenarios model
 - ii. Refine and determine the maximum possible supply of water such that other farm uses may be explored (for example, the conversion of blueberry farms to greenhouses or cranberry farms, or vice versa).
 - iii. Identify canals or ditches that may require upgrading to ensure the delivery and adequate removal of irrigation water for both the current farm uses and the proposed farm uses.

7. Recommend options to provide clean, high-quality irrigation water to the areas in need while minimizing impacts to adjacent farms who may not necessarily need the additional irrigation water.
8. Prepare cost estimates to allow for budgeting of the required capital works.
9. Research new technologies and recommend the most cost effective means of implementing the proposed upgrades with a minimal impact to the farmers in the area.
10. Complete a preliminary cost benefit analysis to assess the financial implications of any proposed improvements.
11. Recommend funding options and phased approaches for implementation of capital works.

SCOPE OF SUBMISSIONS

Submissions in response to this Request for Qualifications must include the following items:

- Identification of Project Manager and key team members, including provision of *Curricula Vitae* for all key personnel.
- Details of similar agricultural water supply project experience working with municipalities within the Lower Mainland of British Columbia, Canada.
- References from Canadian municipalities for relevant projects completed by key team members.

EVALUATION

Submissions to this Request for Qualifications will be evaluated to establish a short-list of three or four firms that will then be asked to respond to a Request for Proposals for an East Richmond Agricultural Water Supply Study. The evaluation of this Request for Qualifications will be based on the team that is identified in the submission using the general criteria detailed below:

- Experience and qualifications of the proponent's project team;
- Demonstrated experience in similar agricultural water supply projects in other municipalities within the Lower Mainland of BC, and
- Reference checks from Canadian municipalities for relevant projects.



This Agreement dated the ☼ day of April, 2005, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

☼

(the "Consultant")

Whereas:

- A. The City is ☼ (the "Event or Project");
- B. The City requires a ☼ the Event or Project;
- C. The City issued a Request for Quotation☼ for the supply and delivery of ☼;
- D. The Consultant is willing and prepared to deliver ☼;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

1.1. The Consultant shall be responsible for the following as per Request for Quotation☼/Proposal ☼ and the Consultant's submission dated ☼.

- a) ☼
- b) ☼
- c) ☼
- d) ☼
- e) ☼
- f) ☼

- g) ✖
- h) ✖

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Compensation

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

3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following ✖ targets:
 - ✖
- 3.2. The Consultant agrees to comply with following project deadlines:
 - ✖
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating ✖ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

6. Assignment And Subcontracting

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional named insured under both the Consultants' professional liability insurance and comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Representation

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☒.

10. Ownership of Products

10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

11. Confidentiality

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

12. Related Companies

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

13. Term

13.1. This agreement is valid for the period commencing ☼ and ending ☼ (the "Expiration Date"), or such later date as may be mutually agreed upon.

14. Termination

14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

15. Notices

15.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

16. Feminine/Masculine

16.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

17. General

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

17.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

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

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

Consultant

City of Richmond