



**Contract 2876P**

**Secondment of a Transportation Planning Consultant**

**1. Introduction**

The City of Richmond proposes to engage the secondment of a consultant to carry out transportation planning and conceptual design work at City Hall on a part-time basis for 3 days per week (Tuesdays, Wednesdays Thursdays) from 9:00 a.m. to 4:00 p.m. (with one unpaid lunch/break hour daily) commencing on August 2, 2006 and ending on March 30, 2007 inclusive. The City will consider minor adjustments to these dates and hours to suit the resource availability of the consultant.

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

**2. Submission Details**

Four (4) copies of proposals marked Secondment of a “**Transportation Planning Consultant - Contract 2876P**” 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 4:00 pm, Local Time on Friday July 14<sup>h</sup>, 2006. Submissions received after this time will be returned to the sender.

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

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for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

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s

Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

### 3. Enquiries

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

Purchasing

Telephone: 604-276-4097

Kerry Lynne Young

Buyer, Purchasing Section,

Business & Financial Services Department E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

City of Richmond

3.2 Technical clarification shall be directed to:

Technical

Telephone: 604-276-4131

Victor Wei, P. Eng.

Acting Director, Transportation

E-mail: [vwei@richmond.ca](mailto:vwei@richmond.ca)

City of Richmond

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

### 4. Project Description

To carry out various technical tasks within the Transportation Division including the review of new development applications and other general transportation planning and engineering work.

### 5. Consultant Duties

Under the supervision and guidance of the Acting Director of Transportation and the Acting Manager of Transportation Planning, the duties and responsibilities of the Consultant are primarily as follows:

- Review of new developments for transportation requirements
- Transportation planning and functional design of road and traffic improvements
- Develop strategic transportation plans and policies
- Design and implement public consultation processes

**6. City Provided Items**

The successful proponent would be provided with an office at City Hall with the standard office supplies and peripheral equipment necessary to carry out the assigned duties. All work will be conducted at the City Hall unless otherwise authorized.

**7. Budget**

A budget of \$60,000 Canadian, including all applicable taxes, has been assigned to this project, including a final report and all associated costs.

**8. Work Schedule**

The project is to be completed by March 29, 2007, with work commencing on August 2, 2006. A work schedule is to be submitted with the proposal with confirmation or any proposed adjustments on the hours and dates to be worked by the consultant.

**9. Proposal Submissions**

All proponents are required to identify the staff to be assigned to this project, including his/her relevant experience, qualifications to this secondment and his/her hourly rate for the duration of this assignment. All proponents under consideration must meet or exceed the following required qualifications:

- Registration with APEGBC is preferred. Candidates with a combination of related education and experience will also be considered.
- A minimum of two years of experience in the field of transportation/traffic engineering and planning is required.
- Thorough knowledge of industry recognized transportation engineering practices;
- Knowledge in the development approval process in the municipal environment;
- Demonstrated experience in the application of various computer assisted analytical tools related to traffic engineering;
- Sound presentation and communication skills;
- The ability to provide a high-level of customer service;
- The capacity to adopt a corporate team approach in carrying out job duties, and
- The ability to work collaboratively with other staff and representatives of various local, regional, provincial and federal agencies.

**10. Working Agreement**

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal, the successful proponents

submission and any modifications thereto. A sample agreement has been included with this request for proposal for bidder's consideration.

Proponents may include their standard terms of engagement.

## **11. Evaluation Criteria**

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- experience and qualifications of those staff to be assigned to the project;
- cost of proposal;
- references and
- interview.



**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.

**2876P**

**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 <span style="float: right;">Postal Code</span>
		Telephone Number



**This Agreement** dated the ☉ day of July, 2006, 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:
  - ✖The Consultant agrees to comply with following project deadlines:
  - ✖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 insured under the Consultant's 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.

14.3. Any criminal, unethical or unprofessional conduct including unauthorized absenteeism by the consultant may result in immediate termination of the contract.

## 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.

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Consultant

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City of Richmond



## City of Richmond

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

Telephone (604) 276-4000

www.city.richmond.bc.ca

July 11, 2006

File: 02-0775-40-- INBOX/Vol 01

**Business & Financial Services Department**

Telephone: 604-276-4219

Fax: 604-276-4222

**Attention: To All Proponents Who Have Received a Copy of 2876P**

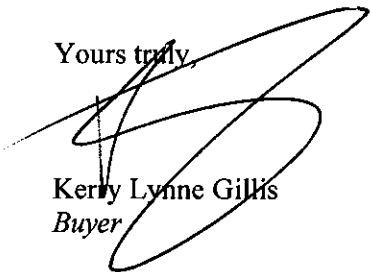
Dear Sir/Madame:

**Re: City of Richmond Request for Proposal 2876P - Secondment of a Transportation Consultant  
- Addendum 1**

Please be advised of the following:

- The deadline for proposal submissions is **Friday**, July 14, 2006 at 4:00pm.
- In item 7 of the Request For Proposal - there is a reference to a final report. As this is a secondment, there is no final report required. Please accept my apology for any confusion this may have caused.

Yours truly,

  
Kerry Lynne Gillis  
*Buyer*

KG:kg

pc: Donna Chan, P. Eng., A/Manager, Transportation Planning  
Victor Wei, P. Eng., Acting Director, Transportation

  
**RICHMOND**  
*Island City, by Nature*