



Contract 2885P
Geotechnical Practices Study
Building Approvals

1. Introduction

The City of Richmond proposes to engage the services of a Geotechnical Engineering firm to provide a comprehensive report of the impact of building construction activities and the proposed British Columbia Building Code 2006 in Richmond. Richmond intends to use the Report to assess whether existing practices and policies on the geotechnical aspects of developments can be improved and to establish risk management policies for future developments.

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

Three (3) copies of proposals marked “**Contract 2885P Geotechnical Practices Study**”, 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 Thursday, September 14, 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 shall be open for acceptance for 90 days following the submission closing date.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for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

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

David Phipps - Supervisor

Telephone: 604- 276-4287

Purchasing Section

City of Richmond

E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

John Irving, P.Eng.

Telephone: 604-276-4140

Manager Building Approvals

City of Richmond

E-mail: jirving@richmond.ca

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

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4. Project Background

The purpose of this project is to ascertain the geotechnical impact of building construction activities and the British Columbia Building Code 2006 on the City of Richmond.

5. Project Scope

Consultant Duties

5.1 Comprehensive Report

The Consultant will prepare a comprehensive report of the geology and expected soil and groundwater conditions of Richmond, including the variations in conditions across Richmond. The Report should be based on information available to the Consultant, along with publications pertaining to Richmond ground conditions and geology.

In answer to this RFP, the respondent must provide a detailed description of the intended contents of the Report and of the information that the respondent intends to use to prepare this report.

5.2 Building Construction Activities

In response to this RFP, the respondent will:

- 5.2.1 Provide detailed summary descriptions of the various site preparation techniques that the Consultant intends to discuss in the Report with particular attention to high-rise high-density areas, along with reasons why these techniques are required. As a minimum, the Report must include detailed summary descriptions of the site preparation techniques presently in use in Richmond, along with the reason why these techniques are used;
- 5.2.2 Provide detailed summary descriptions of the foundation design approaches and various structures that the Consultant intends to discuss in the Report. The Report must describe the different foundation design approaches in use for the various structures that are currently being constructed in Richmond, with particular attention to high-rise high-density areas, including the reasons why these various foundations are used;
- 5.2.3 Provide a detailed description of the approach the Consultant intends to use in the Report to evaluate the impact of the various different site preparation techniques (referenced in 5.2.1 above) and the various structures (referenced in 5.2.2 above). The Report must describe the impact that the different site preparation techniques and various structure typically on the adjacent private and public properties for the various conditions across Richmond, with particular attention to high-rise high-density areas. In the Report, the discussion of the impact should include, but not be limited to, providing the lateral extent and magnitude of settlements, horizontal movements and vibrations due to the site preparation techniques and the structures;
- 5.2.4 Provide a detailed summary of the site preparation and foundation system alternatives, and the approach that the Consultant intends to use to evaluate and present these alternatives in the Report. The Report must provide descriptions of the site preparation and foundation system alternatives that could be implemented to reduce the impact on the adjacent private and public properties;
- 5.2.5 Provide a detailed summary of potential areas of concern to Richmond with respect to the possibility of physical damage to existing building, infrastructure and lands. The Report must provide information and discussions on situations that the Consultant perceives as potential areas of concerns to Richmond, along with risk management strategies that could be implemented by Richmond with respect to the possibility of physical damage to existing building, infrastructure and lands. The Consultant must

include review of the InSAR movement monitoring data and provide comment in the Report.

6. Parts 4 and 9 of the Building Code

The Report must include a discussion of the different approaches that would be expected for the new Building Code compared to the Anderson & Byrne et al. “*Earthquake Design in the Fraser Delta Task Force Report*” dated June 1991. In response to this RFP, the respondent will provide a detailed methodology of what this review will include and what deliverable will be included in the Report.

The Report must include a review of the new Building Code with respect to the geotechnical requirements and the impact that the Building Code will have on foundation design recommendations and the assessment of building performance under static and earthquake loading conditions.

7. General

At the discretion of the respondent to this RFP, the respondent may submit multiple options to fulfill the requirements of the RFP. Each option should delineate the advantages and disadvantages associated with that option, along with a cost estimate.

At the discretion of the respondent to this RFP, the respondent may submit additional issues or topics the respondent believes should be included and discussed in the Report.

8. Documents and Data Sources

All respondents to this RFP should be familiar with and have reviewed some of the following Key Related Documents and Data Sources”

- 1 NBC 2005 and BCBC 2006
- 2 BCBC 1998 and NBC 1995
- 3 TBG Consultants Ltd. “Earthquake Damage Assessment of Wood Frame Housing in the City of Richmond” May 2003
- 4 Anderson, Dona and Byrnes, Peter et al. “Earthquake Design in the Fraser Delata Task Force Report” June 1991
- 5 InSAR ground movement monitoring data (to be purchases by the City, scheduled availability is Oct, 2006)
- 6 Richmond’s recent geological study by UBC (will be made available to the successful proponent by the City)

9. City Provided Items

1. Applicable and releasable building permit records and geotechnical reports.

2. Documents under items 3, 4, 5, and 6 in part 8.
3. Data available from the City's GIS database.

10. Project Schedule

The project is to be completed by Dec. 8, 2006, with work commencing as soon as possible in Sept, 2006. A project schedule is to be submitted with the proposal.

11. Proposal Submissions

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

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of geotechnical engineering and planning experience.
- A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- 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.
- 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.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, eg., approach to be taken, feasibility and market study, etc.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a priced methodology complete with a time allotment for each identified task you propose 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.

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

12. 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 and the successful proponents submission and any modifications thereto. A Sample Draft Agreement has been attached to the back of this document.

Proponents may include their standard terms of engagement.

13. Evaluation Criteria

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

- Understanding of project objectives/outcomes and vision
- Project Methodology
- Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- Project Deliverables
- Value for Money
- References
- Interview (if required)



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.
2885P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province Postal Code	
	Telephone Number	



This Agreement dated the ☼ day of Sept, 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.

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



City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1

Fax Cover Sheet

To:	Name: To Those Companies	File: 02-0775-50-2885/Vol 01
	Company: Receiving Copies of Request for Proposal 2885P - Geotechnical Practises Study	Date: September 5, 2006
		Fax: By E-mail and Posted on the Internet
From:	Department: Business & Financial Services Department	Phone: 604-276-4287
	Name: David Phipps Supervisor, Purchasing	Fax: 604-276-4162

If you have any problems with this fax, contact: David Phipps at 604-276-4287

Total no. of pages, including cover sheet: 1

Mailed original to follow: No

urgent

for your action

Message: Addendum Number 1 – 2885P – Geotechnical Practises Study

Addendum Number 1

Please change the following in the Proposal Document to read as follows:

Item 2 Submission Details

Three (3) copies of proposals marked “**Contract 2885P Geotechnical Practices Study**”, 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 Thursday, **September 21**, 2006 . Submissions received after this time will be returned to the sender.

We apologise for any inconvenience that this change to the proposal closing date caused, however, we look forward to receiving your submission on or before 4:00pm, local time on Thursday, September 21, 2006.

Sincerely,

David Phipps
Purchasing Section

IMPORTANT - CONFIDENTIAL INFORMATION

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. Any other distribution, copying, or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the original transmission to us by mail without making a copy.
2016645





City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1

Fax Cover Sheet

To:	Name: To Those Companies	File: 02-0775-50-2885/Vol 01
	Company: Receiving Copies of Request for Proposal 2885P - Geotechnical Practises Study	Date: September 12, 2006
		Fax: By E-mail and Posted on the Internet
From:	Department: Business & Financial Services Department	Phone: 604-276-4097
	Name: Kerry Gillis Acting Buyer II	Fax: 604-276-4162

If you have any problems with this fax, contact: Kerry Gillis at 604-276-4097

Total no. of pages, including cover sheet: 1

Mailed original to follow: No

urgent

for your action

Message: Addendum Number 2 – 2885P – Geotechnical Practises Study

Addendum Number 2

In preparing your proposal, please add the following item to Section 5.2 Building Construction Activities of the Request for Proposal Document to read as follows:

5.2.6 The City is currently in discussions with the Vancouver International Airport Authority on amending the Aeronautics Act to permit higher building heights in the City. Provide a detailed description of the potential for greater building height than what is currently being constructed in the City and identification of any physical limits or barriers that may exist for construction to various heights.

We look forward to receiving your submission on or before 4:00pm, local time on Thursday, September 21, 2006.

Sincerely,

Kerry Lynne Gillis (for David Phipps and John Irving)
Purchasing Section

IMPORTANT - CONFIDENTIAL INFORMATION

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. Any other distribution, copying, or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the original transmission to us by mail without making a copy.
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