



Contract EOI 3135
Request for Expressions of Interest for Engineering Services

1. Introduction

The City of Richmond (the City) is issuing this Request for Expressions of Interest (EOI) from Engineering Consultants (the Consultants) for services in engineering planning, design and construction.

Engineering Consultants who are interested in providing any of the following services are welcome to submit an EOI:

- Civil Engineering
- Environmental Engineering
- Geotechnical Engineering (including dyke design)
- Municipal Infrastructure (water, sanitary, drainage, and roadwork) Management and Planning
- Structural Engineering (this field of work is usually minor in scope)

With all EOI's received, the City will develop a shortlist of companies valid from January 15th, 2008. This shortlist of companies will be updated annually. Request for Proposals (RFP's) will be issued to companies in this shortlist with the respective qualifications for City projects. The City reserves the right to make the final determination of the companies to be included in the distribution list of each RFP.

2. Submission Details

Three (3) copies of proposals marked "**Contract EOI 3135 - Request for Expressions of Interest for Engineering Services**" 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, January 11th, 2008. Submissions received after this time will be returned to the sender.

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

All Expressions of Interest will remain confidential, subject to the Freedom of Information and Protection of Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Request for Expressions of Interest, will be issued as written addenda by the City of Richmond. It is the sole responsibility of all respondents who intend to submit an EOI to check with the City of Richmond's Purchasing Section to ensure that all available information has been received prior to submitting the EOI.

3. Inquiries

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

Purchasing

Kerry Gillis
Purchasing Department
City of Richmond

Telephone: 604-276-4135
E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Richard Wong, P.Eng.
Engineering Planning
City of Richmond

Telephone: 604-276-4385
E-mail: rwong@richmond.ca

Anthony Fu, EIT
Engineering Design & Construction
City of Richmond

Telephone: 604-247-4905
E-mail: afu@richmond.ca

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

Any questions that are received by City of Richmond Staff that affect the EOI process will be issued as written addenda by the City of Richmond.

4. Requirements for Submission of Expressions of Interest

Respondents shall submit three (3) hardcopies of the EOI document, to include the following information and in the order that follows:

4.1 General

Provide a maximum **1-page** letter of introduction.

4.2 Relevant Company Experience

On the second page of the EOI submission, respondents shall complete and attach the Company Experience form (attached in this document).

Respondents shall describe the areas of expertise identified on the Company Experience form with the following:

- A listing of recent relevant project experience, categorized to suit the disciplines
- A description of current personnel that worked on the projects
- Project descriptions should include a summary of scope, location, value, schedule, key personnel and client contact information (telephone, fax, e-mail)

The listing of projects should be no longer than **4 single-sided, letter-sized pages**.

4.3 Personnel

This section, no longer than **2 single-sided, letter-sized pages**, must include:

- Identification and brief description of experience of key company personnel, and project managers. Resumes may be included as an appendix.
- Statement of total local staff complement.
- Identification of any non-local staff with availability and office location.

4.4 Resources

This section, no longer than **1 single-sided, letter-sized page**, must include:

- Identification of planning resources available within the company, specifically hydraulic and hydrological modelling software.
- Statement of e-mail network availability within company for direct contact with staff.

4.5 References

This section, no longer than **1 single-sided, letter-sized page**, must include:

- Minimum of three (3) municipal government client contacts for municipal work done within the last two years.

Note that the total EOI submission should be no more than **ten (10) single-sided, letter-sized pages** in total, excluding appendices.

- Introduction (1 page)
- EOI Experience Submission Sheet (1 page)
- Listing of Project Descriptions (4 pages)
- Personnel (2 pages)
- Resources (1 page)
- References (1 page)

5. Working Agreement

For any subsequent Request for Proposals issued by the City of Richmond, the successful proponent will be required to enter into a contract for services with the City based on the information contained in the request for proposal and the successful proponents submission and any modifications thereto.

A draft of the City's current standard Consultant's Agreement is attached. Currently the City is in the process of adopting the MMCD Client/Consultant Agreement.

The Consultant should include in the EOI their standard terms of engagement, for information purposes only, if there are variations with the City's current standard Consultant's Agreement and/or with the MMCD Client/Consultant Agreement.



This Agreement dated the ☛ day of September, 2007, 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 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

Telephone (604) 276-4000

www.city.richmond.bc.ca

December 21, 2007

Business & Financial Services Department
Finance Division
Telephone: 604-276-4218
Fax: 604-276-4162

To All Parties who have received copies of the EOI for Contract 3135

Dear Sir or Madame,

**Re: EOI for Contract 3135 - Engineering Professional Services
Addendum #1**

The City of Richmond (The City) is issuing this Request for Expression of Interest (EOI) from Engineering Consultants (the Consultants) for services in engineering planning, design and construction.

The Work covered by this EOI includes all Civil Engineering Services associated with the design of all municipal infrastructure and associated ancillary components.

Yours truly,

Shannon L Ellacott
Purchasing Clerk

SE:se



City of Richmond

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

Telephone (604) 276-4000

www.city.richmond.bc.ca

January 8, 2008

File: 02-0775-50-3135/Vol 01

Business & Financial Services Department

Finance Division

Telephone: 604-276-4218

Fax: 604-276-4162

Attention: All Respondents

Dear Sir/Madam:

Re: Request for Expressions of Interest No. 3135EOI – Addendum 2

Please review and consider the following information in preparation of your responses to this request:

PART A – QUESTIONS AND ANSWERS:

QUESTION 1: *What services are included in the Civil Engineering category (not included in the Municipal Infrastructure)? Please describe.*

ANSWER 1: In Point 1, Civil Engineering services include detailed design of storm, sanitary, water and road infrastructure, and pump station pump station design contract administration (construction management/tender writing/inspection services) The "Municipal infrastructure" services that the above question refers to is with regards to Management and Planning, which are usually the services provided to the Engineering Planning Section.

QUESTION 2: *Point 4.2 of the RFEOI (page 3) requires that the listing of recent relevant project experience be categorized to suit the disciplines. Can we consider the five bulleted items in point 1 of the RFEOI (page 1) the disciplines or should we use the disciplines as suggested by the table on the Company Experience Form?*

ANSWER 2: Respondents can categorize the relevant project experience based on the table in the Company Experience Form. The five bullets in the introduction are more of a general description of the engineering services the City is looking for.

QUESTION 3: *What Pavement Management System (PMS) software does the City use?*

ANSWER 3: Super PMS by ITX Stanley

PART B – UPDATED INFORMATION:

In addition to the above noted clarifications, please note the following:

1. Enclosed with this addendum is a new Company Experience Form to replace the original
2. The deadline date for the EOI submission is to be extended from January 11th, 2008 to January 16th, 2008

Yours truly,



Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

COMPANY EXPERIENCE FORM

(Please complete and attach to the last page of the EOI)

CONTACT INFORMATION

COMPANY NAME:	
CONTACT PERSON: (RECIPIENT OF REQUEST FOR PROPOSALS)	ADDRESS:
PHONE:	
E-MAIL:	

COMPANY EXPERIENCE

(Please check the fields with company experience, resources, and expertise)

PLANNING										DESIGN AND CONSTRUCTION						
DRAINAGE			WATER			SANITARY			ROAD-WORKS	CIVIL	ENV.	GEO.	STR.			
MODELLING	MIKEURBAN	CONDITION ASSESSMENT	MASTER PLANNING	MODELLING	INFOWATER	MASTER PLANNING	MODELLING	MIKEURBAN	CONDITION ASSESSMENT	MASTER PLANNING	PAVEMENT MANAGEMENT SYSTEM	WATER/STORM/SANITRY DESIGN	PUMP STATION DESIGN	ENVIRONMENTAL	GEOTECHNICAL	STRUCTURAL



City of Richmond

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January 10, 2008

File: 02-0775-50-3135/Vol 01

Business & Financial Services Department

Finance Division

Telephone: 604-276-4218

Fax: 604-276-4162

Attention: All Respondents

Dear Sir/Madam:

Re: Request for Expressions of Interest No. 3135EOI – Addendum 3

Please review and consider the following information in preparation of your responses to this request:

1. Questions and Answers

QUESTION: *Is Transportation planning included in this expression of interest? Is road design work included?*

ANSWER: *Currently transportation planning is not a part of this expression of interest. However we are interested in receiving submissions from consultants capable of doing road design.*

QUESTION: *Would you please clarify the second bulleted item in 4.4 Resources*

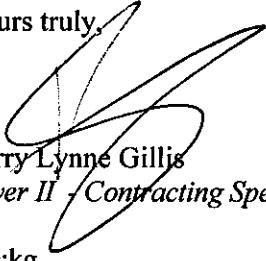
ANSWER: *We would like a clear indication as to who within the company can be directly contacted via email.*

QUESTION: *Can you please give an indication as to how many structural consultants does the City intend to retain on their "list of structural consultants" under this EOI? Can you please give an indication of the value of the structural work/services that is anticipated, and or the value of the structural engineering services fee anticipated*

ANSWER: *The City intends to accept all submissions by structural consultants and keep them as reference in our list of consultants. We currently do not have an estimated value of structural work that is anticipated for 2008.*

2. Please ignore the clarification in the last addendum with regards to PMS software. The PMS software that the City is using currently is dTims.
3. Please replace the last Company Experience Form with the attached copy.

Yours truly,

A handwritten signature in black ink, appearing to read 'Kerry Lynne Gillis', written over a vertical dashed line.

Kerry Lynne Gillis
Buyer II / Contracting Specialist

KG:kg

COMPANY EXPERIENCE FORM

(Please complete and attach to the last page of the EOI)

CONTACT INFORMATION

COMPANY NAME:			
CONTACT PERSON: (RECIPIENT OF REQUEST FOR PROPOSALS)	ADDRESS:		
PHONE:			
E-MAIL:			

COMPANY EXPERIENCE

(Please check the fields with company experience, resources, and expertise)

		DESIGN AND CONSTRUCTION					
		CIVIL	ENV.	GEO.	STR.		
PLANNING	DRAINAGE	MODELLING					
		MIKEURBAN					
		CONDITION ASSESSMENT					
	WATER	MASTER PLANNING					
		INFOWATER					
		MODELLING					
	SANITARY	MODELLING					
		MIKEURBAN					
		CONDITION ASSESSMENT					
	ROAD-WORKS	PAVEMENT MANAGEMENT SYSTEM					
		MASTER PLANNING					
		ROAD DESIGN					
		WATER/STORM/SANITRY DESIGN					
		PUMP STATION DESIGN					
		ENVIRONMENTAL					
		GEOTECHNICAL					
		STRUCTURAL					