



Contract 3208P

Project Management for Engineering Capital Projects

1. INTRODUCTION

The City of Richmond proposes to engage the services of a project management / civil engineering consultant to act as the City's prime consultant that will provide complete project management services for delivering civil capital projects, and in particular:

- No. 4 Road North drainage pump station replacement
 - Upgrade capacity to 7.0 cms
 - Capital funding ±\$4,800,000
- Watermain replacement programs in various locations
 - Replacement of approximately 2.1km of AC watermain
 - Capital funding ±\$2,400,000

Please note that depending on the priorities, the list of projects is subject to change and may vary from the above.

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. SUBMISSION DETAILS

Four (4) copies of proposals marked "**Project Management for Engineering Capital Projects**" 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 3:00pm, Wednesday, April 30th 2008. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this RFP for any reason without any liability to any proponent or to waive irregularities at its discretion.

Except as expressly and specifically permitted in these instructions, no proponent shall have any claim for 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.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for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

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

Purchasing

Kerry Lynne Gillis
Buyer II - Contracting Specialist
Purchasing Section
City of Richmond

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

Technical clarification shall be directed to:

Technical

Roeland Zwaag, P. Eng.
Project Engineer
Engineering & Public Works
City of Richmond

Telephone: 604-276-4377
E-mail: rzwaag@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 Proposal Process will be issued as written addenda by the City of Richmond.

4. PROJECT BACKGROUND

The City of Richmond capital program is expanding on an annual basis. In order to successfully complete these projects on schedule, the City is seeking the assistance of a project management / civil engineering consultant to act as the City's representative to deliver these projects.

The successful proponent (consultant) will manage the No. 4 Road drainage PS replacement and various water main replacement programs. **Please note that depending on the priorities, the list of projects is subject to change and may vary from the above.**

5. PROJECT SCOPE

Consultant Duties

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 be limited to, the items listed in the *Schedule A, Scope of Services* included with the draft agreement appended to this RFP.

Deliverables

The consultant will be responsible for the provision of deliverables listed in the *Schedule A, Scope of Services* included with the draft agreement appended to this RFP.

6. CITY PROVIDED ITEMS

- Template of Request for Proposals.
- Template of City's Proposal Evaluation Spreadsheet.
- Template of MMCD Tender Documents.
- Template of standard Progress Payment Spreadsheet and Change Orders.
- Design Drawings of similar completed capital projects.
- Request For Quotation documents recently completed by the City for pre-purchasing materials.
- The City of Richmond Drafting Standards – August 2002.
- Supplementary Specifications and Detail Drawings – June 2005.
- Design Specifications – July 2002.

The City will be responsible for obtaining any internal City approvals required to award the design and construction services contracts.

The City will bear any costs associated with permit application to outside stakeholders.

7. PROJECT SCHEDULE

The following is the targeted schedule for deliverables:

Design Phase	
Milestone	Target Date
Issue Request for Proposals for design services	June 17, 2008
Issue for Tender Drawings	November 30, 2008
Construction Phase	
Milestone	Target Date
Issue Request for Quotations for pump station materials	November 2008
Issue tender documents for No. 4 Road pump station installation	December 5, 2008
Issue tender documents for water main replacement	January 8, 2009
Substantial Performance for all projects under this contract.	September 30, 2009

A project schedule is to be submitted with the proposal detailing how the proponent intends to reach the targeted milestones and deadlines. If the proponent cannot reach the targeted milestones and deadlines, please provide a revised schedule.

8. PROPOSAL SUBMISSION

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.
- An overview of the proponent's scope of services.
- A detailed listing of both project management and design and construction experience in the water, sewer, and drainage areas (including pump stations).
- A description of the proponent'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 proponent and the City with respect to each task.
- Team Composition and Resources – a complete listing of all tools to be used in the administration of and key personnel who will be assigned to this project. This will include relevant experience, qualifications for and appropriateness to this project. It

will also include the roles and responsibilities, leadership, etc. of key staff, in addition to their availability for this project.

- An identification of the individual(s) who will serve as the project manager for the duration of the project. This individual(s) will serve as the point of contact for Richmond and shall be responsible for daily project activities.
- Fees shall be based on a fixed price proposal. Proponents must include in their submissions a fee schedule complete with a time allotment for each identified task proposed to carry out the work, this shall form the basis for payments to the successful proponent. This fee schedule must demonstrate that the City is protected from cost overruns.

The fee schedule must be separated out into:

1. Design Phase.
2. Construction Phase.
3. Contract Administration.
4. Disbursements.

The upset maximum price will not be increased unless the scope of work is amended to include additional consulting services. Such amendments will be confirmed in writing and approved by the City prior to undertaking additional scope of work.

Proponents must also clearly identify those services that fall outside the fee schedule.

- Provide charge-out rates for the team members. 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 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.
- A minimum of three (3) client references from projects of a similar size and scope.

9. 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 draft document that will form the basis of this contract is attached to this RFP.

10. EVALUATION CRITERIA

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

- Demonstrated company experience in both Project Management and Design and Construction.
- Team Composition.
- Understanding of Terms of Reference/Compliance with RFP.
- Project Deliverables/Schedule.
- Resources (staff/software/tools).
- 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.

3208P

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	

AGREEMENT BETWEEN OWNER AND PROJECT MANAGER

FOR

CONTRACT 3208P PROJECT MANAGEMENT FOR ENGINEERING

DRAFT

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SCHEDULE A – SCOPE OF SERVICES

SCHEDULE B – FEES

SCHEDULE C – PROPOSAL EXTRACTS

**AGREEMENT BETWEEN OWNER AND PROJECT MANAGER
FOR CONTRACT 3208P PROJECT MANAGEMENT FOR ENGINEERING CAPITAL
PROJECTS**

This Agreement made as of the ▼ day of ▼, 200▼.

By and between:

THE CITY OF RICHMOND
6911 No. 3 Road
Richmond, B.C. V6Y 2C1

(the "Owner")

and:

▼

(the "Project Manager")

- A. The Owner wishes to engage the Project Manager to provide project management services to the Owner in connection with the Project; and
- B. the Owner and the Project Manager have agreed to enter into this Agreement to provide for the terms and conditions of such engagement.

THEREFORE in consideration of the agreements and covenants set out in this Agreement the parties agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "**Additional Services**" means any services beyond the scope of the Project Management Services and that are requested in writing by the Owner in accordance with Section 2.4;
- (b) "**Agreement**" means this agreement, including all Schedules;
- (c) "**Business Day**" means any day other than a Saturday, Sunday or any statutory holiday in the province of British Columbia;
- (d) "**Completion**" means that the total construction and related services contemplated by the Project have been performed to the requirements set out in the construction contracts for the Project, including correction of any defects;
- (e) "**Contract Fee**" has the meaning set out in Section 6.1;

- (f) **"Disbursements"** has the meaning set out in Section 6.2;
- (g) **"Owner's Representative"** has the meaning set out in Section 5.1;
- (h) **"Project Budget"** has the meaning set out in Section 4.2;
- (i) **"Project Schedule"** has the meaning set out in Section 4.3;
- (j) **"Project"** has the meaning set out in Section 4.1;
- (k) **"Project Manager's Representative"** has the meaning set out in Section 3.2;
- (l) **"Project Management Services"** means the services as described generally in Schedule A and the Proposal Extracts, including anything and everything required to be done by the Project Manager for the fulfillment and completion of this Agreement; and
- (m) **"Proposal Extracts"** means the portions of the Project Manager's proposal to the to the Owner that are attached as Schedule B.

1.2 Construction and Interpretation

In this Agreement, including the recitals and Schedules to this Agreement, except where expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to Sections and Schedules are for convenience only and will not affect the interpretation of this Agreement;
- (b) each reference in this Agreement to **"Section"** and **"Schedule"** is to a Section of, and a Schedule to, this Agreement;
- (c) the Schedules referenced in, and attached to, this Agreement form part of this Agreement;
- (d) in the event of a conflict between the Proposal Extracts and any other provision of this Agreement (including any provision of a Schedule), the other provision of this Agreement will govern;
- (e) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (f) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (g) all references to amounts of money mean lawful currency of Canada;

- (h) an accounting term has the meaning assigned to it, and all accounting matters will be determined, in accordance with Canadian generally accepted accounting principles consistently applied;
- (i) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (j) the words “include” and “including” are to be construed as meaning “including, without limitation”.

1.3 Governing Law

This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.

2. PROJECT MANAGEMENT SERVICES

2.1 Services for the Project

The Project Manager will provide the services described in Schedule A and the Proposal Extracts (the “**Project Management Services**”).

2.2 Standard of Care

The Project Manager represents that it is knowledgeable and experienced in the management of the type of design, construction and commissioning required for the Project, and acknowledges that it is being retained by the Owner because of this special knowledge and expertise. Accordingly, the Project Manager will perform the Project Management Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Project Management Services in relation to projects similar to the Project.

2.3 Time

The Project Manager acknowledges that time is of the essence with respect to the provision of the Project Management Services and accordingly the Project Manager will plan, manage and deliver the Project Management Services as expeditiously as is consistent with reasonable skill and care, and the professional orderly progress of design and construction, and the Project Manager will endeavour, through the exercise of good management procedures, to achieve Completion of the Project on or before ▼.

2.4 Additional Services

The Project Manager will perform Additional Services if requested in writing by the Owner. The Project Manager will not provide any Additional Services in excess of the scope of services requested in writing by the Owner.

3. PERSONNEL

3.1 Qualified Personnel

The Project Manager will provide only professional personnel who have the qualifications, experience and capabilities to perform the Project Management Services.

3.2 Project Manager's Representative

The Project Manager designates ▼ as the Project Manager's Representative or in his absence ▼, with respect to the Project Management Services. The Project Manager's Representative will represent the Project Manager throughout the Project and notices and instructions given to the Project Manager's Representative by the Owner will be deemed to have been received by the Project Manager. The Project Manager will not change the Project Manager's Representative without the consent of the Owner and will change the Project Manager's Representative if requested by the Owner.

3.3 Sub-Contractors

The Project Manager will not sub-contract its obligations under this Agreement, in whole or in part, without the prior written approval of the Owner.

3.4 Status of the Project Manager

The Project Manager is engaged under this Agreement as an independent consultant for the sole purpose of providing the Project Management Services. The Project Manager will undertake its duties hereunder as an independent contractor and not as agent or in any other way representative of the Owner except as herein provided. Neither the Project Manager nor any of the Project Manager's employees will be regarded as employees of the Owner.

The Project Manager, as employer, will be solely responsible for any and all payments and deductions required to be made by law, including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, non-resident withholding taxes, and income tax.

Nothing contained in this Agreement nor in any acts of the parties hereto will be deemed to create a partnership relationship between the Project Manager and the Owner.

The Project Manager will have no right or authority, express or implied, to commit or otherwise obligate the Owner in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Owner.

4. PROJECT SCOPE, BUDGET AND SCHEDULE

4.1 The Project

The "Project" means: ▼

[NTD: insert accurate and complete description of Project scope]

4.2 Project Budget

The Owner's budget for the Project (excluding GST) is \$▼, which budget is broken down as follows:

[NTD: complete table as required]	
TOTAL PROJECT BUDGET	

The Owner's budget includes the cost of all required fees, disbursements, and services, construction, commissioning, contingencies, taxes, and the Project Manager's fees and disbursements.

The Project Manager will review and comment on the Owner's budget. If after review and comment, it is determined that the Owner's budget requires adjustment, both the Owner and the Project Manager will cooperate in adjusting the scope of the Project or budget as required until a revised budget satisfactory to the Owner is established. This revised budget will be the **"Project Budget"** and may only thereafter be adjusted in accordance with the requirements of this Agreement.

Once the Project Budget is established, the Project Manager will employ all means at its disposal to arrange for the completion of the Project at or below the Project Budget. The Project Manager will, throughout the design and documentation phases of the Project, analyze, refine and update the Project Budget and report to the Owner at bi-weekly intervals or as required by Owner.

4.3 Project Schedule

The Project Manager will submit to the Owner within ▼ days of execution of this Agreement a draft project schedule showing the sequence and timing of all the major steps and phases to be taken in the Project, which will, if applicable, be based on the draft project schedule included in the Proposal Extracts.

The Owner will review and comment on the draft project schedule. If after review and comment it is determined that the draft project schedule requires adjustment, both the Owner and the Project Manager will cooperate in adjusting the schedule as required until a schedule

satisfactory to the Owner is established. This revised schedule will be the "**Project Schedule**" and may only thereafter be adjusted in accordance with the requirements of this Agreement.

Once the Project Schedule is established, the Project Manager will employ all means at its disposal to arrange for the completion of the Project on or before the expiry of the Project Schedule. The Project Manager will, throughout both the design and construction phases, analyze, refine and update the Project Schedule and report to the Owner at bi-weekly intervals or as required by the Owner.

5. OWNER'S RESPONSIBILITIES

5.1 Owner's Representative

The Owner designates ▼ (the "**Owner's Representative**") to act as its representative with respect to the services to be performed under this Agreement. The Owner's Representative has the authority on behalf of the Owner to communicate with the Project Manager, to transmit instructions, to receive information and to interpret and define the Owner's policies and decisions.

5.2 Owner's Responsibilities

The Owner will:

- (a) provide the Project Manager with appropriate information as to the Owner's requirements for the Project, including design objectives, constraints, and performance requirements;
- (b) give attention to all reasonable enquiries by the Project Manager, and endeavour to provide written decisions, instructions, acceptances and assistance as are reasonably requested by the Project Manager;
- (c) cooperate with the Project Manager in identifying required permits, licenses and inspections, and pay the fees for such permits, licenses and inspections as may be required from time to time;
- (d) furnish required information and render decisions with reasonable promptness to avoid delay in the orderly progress of the Project; and
- (e) participate as desired in all meetings associated with the Project.

6. FEES AND PAYMENT

6.1 Fees

As consideration for the Project Management Services, the Owner will pay the Project Manager the fixed fee set out in Schedule B (the "**Contract Fee**").

6.2 Disbursements

In addition to the Contract Fee, the Owner will reimburse the Project Manager at actual cost for out-of-pocket costs and expenses ("**Disbursements**") which the Project Manager, and approved sub-contractors, reasonably incur in the performance of the Project Management Services to a maximum amount of ▼.

6.3 Entire Compensation

Subject to Section 7 (Changes), the Contract Fee plus the Contractor's entitlement to reimbursement for Disbursements under Section 6.2 will be the entire compensation owing to the Contractor for performing the Project Management Services and such compensation covers and includes all profit and all costs and expenses incurred by the Contractor whatsoever in performing the Project Management Services.

6.4 Additional Services

As compensation for Additional Services performed by the Project Manager, the Owner will pay the Project Manager the fixed fee agreed to by the parties at the time the Additional Services are requested by the Owner under Section 2.4, or, if the parties fail to agree on a fixed fee, at the hourly rates set out in Schedule B.

6.5 Payment

Payment hereunder will be made as follows:

- (a) the Project Manager will submit a monthly invoice (the "**Invoice**") to the Owner requesting payment of the portion of the Fees and the Disbursements relating to the Project Management Services provided in the previous month;
- (b) the Project Manager will on request from the Owner provide receipts and invoices for all Disbursements claimed;
- (c) if the Owner reasonably determines that any portion of an Invoice is not payable then the Owner will so advise the Project Manager within 20 days of receipt of the Invoice;
- (d) the Owner will pay the portion of an Invoice which the Owner determines is payable within 30 days of the receipt of the Invoice; and
- (e) no interest will be payable by the Owner on overdue accounts.

7. CHANGES

The Owner, without invalidating the Agreement, may make changes in the scope of the Project by issuing a notice of change to the Project Manager. If the Project Manager is of the professional opinion that a change in the scope of the Project is required, the Project Manager will issue a proposed notice of change to the Owner.

When the Owner changes the scope of the Project in a manner that may affect the scope of the Project Management Services, the Project Manager will notify the Owner in writing within 7 days of receipt of such notice, giving details of any changes that may require adjustment to the Fees. If the Owner accepts the Project Manager's submission, the Owner will issue a written change order. If the Owner does not accept the Project Manager's submission, the Project Manager will proceed with the change in any event and the matter will be resolved as detailed in Section 13.

The Project Manager waives its right to claim any additional compensation for a change if it fails to notify the Owner within 7 days in accordance with the above paragraph.

In the event of a disagreement regarding any aspect of the Project Management Services or any instructions given under this Agreement the matter will be resolved as detailed in Section 13, and the Project Manager will continue to perform the Project Management Services in accordance with the instructions of the Owner's Representative pending resolution of the disagreement. The Project Manager's continued performance of the services in accordance with the instructions of the Owner's Representative will not jeopardize the legal position of the Project Manager in any disagreement.

If it is subsequently agreed or determined that the instructions given were in error or contrary to this Agreement, the Owner will pay the Project Manager those reasonable fees the Project Manager has earned as a result of the change(s) in the services provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the Owner's Representative.

8. INDEMNIFICATION

The Project Manager will indemnify and hold harmless the Owner, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable legal fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Project Manager, its employees, officers, volunteers, servants, or agents, or persons for whom the Project Manager has assumed responsibility, in the performance or purported performance of this Agreement.

9. INSURANCE

9.1 Required Insurance

The Project Manager will maintain the following insurance at all times until the expiry or termination of this Agreement:

- (a) adequate Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon the Project Management Services; and
- (b) Commercial Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause;

- (1) Owner shall be added as an additional insured under the Project Manager comprehensive general liability insurance.
- (2) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the Owner
- (3) Prior to the commencement of the services hereunder, the Project Manager shall file with the Owner a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9.2 Wrap-Up Insurance

The Owner may elect to provide and pay for wrap-up insurance coverage for the Project and include the Project Manager as an additional insured in the policy. Any policy obtained by the Owner will be made available to the Project Manager for inspection from time to time as may be reasonably requested by the Project Manager, at the office of the Owner.

10. TERMINATION

10.1 Termination at Owner's Election

The Owner may terminate this Agreement for any reason, including for convenience, at any time upon 7 days written notice to the Project Manager.

10.2 Termination for Cause

The Owner may terminate this Agreement for cause as follows:

- (a) if the Project Manager is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Owner may, without prejudice to any other right or remedy the Owner may have, terminate this Agreement by giving the Project Manager or receiver or trustee in bankruptcy written notice;
- (b) if the Project Manager:
 - (1) fails to diligently perform the Project Management Services to ensure that the Project is being developed substantially according to the Project Budget or Project Schedule; or
 - (2) otherwise fails to comply with the requirements of this Agreement to a substantial degree,

and such failure or breach is not remedied to the reasonable satisfaction of the Owner within 5 working days after delivery of written notice from the Owner to the Project Manager (or such longer period as may be agreed to by the Owner), then the Owner may, without prejudice to any other right or remedy the Owner may

have, terminate this Agreement by giving the Project Manager further written notice.

10.3 Obligations of the Project Manager on Termination

Upon termination of this Agreement, the Project Manager will immediately wind down its work and forward all documents and records relating the Project to the Owner.

10.4 Payment on Termination

Upon termination of this Agreement, the Owner will pay the Project Manager for services rendered by the Project Manager up to the effective date of termination. The Project Manager will not be entitled to any further fees or compensation including loss of profits, costs attributed to suspending the Project Manager's contractual and employees commitments or loss of earnings or for any expenses attributable to the suspension of the Agreement. Upon termination the Project Manager will submit an invoice for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due. If this Agreement is terminated by the Owner for cause under Section 10.2, amounts owed to the Project Manager by the Owner may be set off by the Owner against amounts owned to the Owner by the Project Manager.

11. RECORDS

The Project Manager will maintain and keep full and detailed records of all records generated in the course of the Project Manager's performance of the Project Management Services, including estimates and actual costs to the Owner of all management costs, consultant services, or contractual expenses related to the Project, together with all proper quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto and will make them available at the Owner's request during normal business hours, for copy, audit or inspection by the Owner or Owner's Representative or any person or persons acting for on behalf of the Owner. The Project Manager will hand over all original records at the completion of the term of this Agreement or at any time upon demand by the Owner.

12. CONFIDENTIALITY

Information received by the Project Manager as a result of and pursuant to this Agreement will not be disclosed by the Project Manager to any person except with the written consent of the Owner or where required by law.

13. DISPUTES

The parties will make good faith efforts to resolve any dispute related to this Agreement by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations. All claims, disputes or issues in dispute between the Project Manager and the Owner that are not resolved between Project Manager and the Owner will, with the agreement of the parties, be decided by arbitration, or failing agreement, in a Court of competent jurisdiction within the province of British Columbia and be governed by the laws of British Columbia.

14. CONFLICT OF INTEREST

The Project Manager represents and warrants that the Project Manager has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Project Management Services, and should such an interest be acquired during the term of this Agreement the Project Manager will declare it immediately to the Owner 's Representative.

The Project Manager will not arrange for any tests or investigations to be carried out by any persons, firms or corporations that may have a direct or indirect financial interest in the results of those tests or investigations. The Project Manager will not submit, either directly or indirectly, a bid for any construction contract related to the Project without the Owner's prior approval.

15. GENERAL

15.1 Compliance with Laws

The Carrier will provide the Project Management Services in full compliance with all applicable laws and regulations.

15.2 Notices

Any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Agreement (each, a “**Notice**”) to a party must be given in writing. A Notice may be given by delivery to an individual or electronically by fax or electronic mail, and will be validly given if delivered on a Business Day at the following address, or, if transmitted on a Business Day by fax or email addressed to the following party:

To the Owner:

City Clerk
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1
Fax: (604) 278-5139

To the Project Manager:



or to any other address, fax number, e-mail address or individual that the party designates in writing in accordance with this Section. Any Notice:

- (a) if validly delivered, will be deemed to have been given when delivered;
- (b) if validly transmitted electronically before 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on the Business Day, and
- (c) if validly transmitted electronically after 3:00 p.m. (local time at the place of receipt) on a Business Day or at any time on a day that is not a Business Day, will

be deemed to have been given on the Business Day after the date of transmission.

15.3 Entire Agreement

This Agreement constitutes the entire agreement between the Owner and the Project Manager pertaining to the provision of the Project Management Services, and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the Owner and the Project Manager with respect thereto and there are no warranties, representations, covenants, obligations or agreements between the Owner and the Project Manager with respect thereto except as set forth in this Agreement.

15.4 Further Assurances

The parties agree to do all further acts and things as reasonably required to effect the provisions and intent of this Agreement.

15.5 Assignment

The Project Manager will not have the right to assign this Agreement, or any portion thereof, or to delegate any duties or obligations arising hereunder, without the prior written approval of the Owner which may be unreasonably withheld.

15.6 Rights and Remedies

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder will be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.

15.7 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement or any provision thereof will be binding unless made in writing by the party to be bound by such amendment or waiver. No waiver of any provision, or any portion of any provision, of this Agreement will constitute a waiver of any other part of the provision or any other provision of this Agreement nor a continuing waiver unless otherwise expressly provided.

15.8 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision will be severed from this Agreement and will not affect the validity of the remainder of this Agreement.

15.9 Enurement

This Agreement will enure to the benefit of and will be binding upon the parties and their respective successors and permitted assigns.

15.10 Counterparts

This Agreement may be executed in several counterparts, all of which together will constitute one and the same instrument.

15.11 Survival

The following Sections will survive the expiry or termination of this Agreement: 8 (indemnity), 10.3 and 10.4 (obligations upon termination) 11 (records) and 12 (confidentiality).

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

THE CITY OF RICHMOND

By: _____
Authorized Signatory

▼

By: _____
Authorized Signatory

SCHEDULE A – SCOPE OF SERVICES

The Project Manager will provide all project management services required to complete the Project as would be provided by an experienced, professional, qualified project manager. Without limiting the foregoing, the Project Manager will:

1. General

- 1.1. review the Owner's Project requirements, budget and schedule and establish, in consultation with the Owner, the Project Budget and the Project Schedule in accordance with Sections 4.2 and 4.3 of this Agreement;
- 1.2. visit the proposed Project site, coordinate review and recording of existing site conditions;
- 1.3. manage and coordinate:
 - 1.3.1. all contracts required for the proper execution of the Project, including preparation of bid documents, bid analysis, contractor selection, contract negotiation and award;
 - 1.3.2. all required quality assurance and control required for the Project; and
 - 1.3.3. the commissioning of the Project.
- 1.4. develop the methods and general administration procedures required to control the Project, Project Budget, and Project Schedule;
- 1.5. develop a scheduling and budgeting plan to control the Project Schedule and Project Budget throughout the Project;
- 1.6. provide cost control services in accordance with standards agreed to with the Owner;
- 1.7. provide Project Schedule services in accordance with the Owner's policies and procedures;
- 1.8. report directly to the Owner and ▼ on an ongoing regular basis (weekly, or more or less frequently as required);
- 1.9. attend all Project meetings as required and prepare and keep minutes and records of all meetings;
- 1.10. present bi-weekly or monthly status reports as required to a variety of groups including the Owner, the public and Richmond City Council;
- 1.11. report and maintain proper records relating to the Project;

2. Design Management

- 2.1. provide direction to the design team and act as the single point of contact on all aspects of the Project, and assist in all aspects of site programming;
- 2.2. in conjunction with the Owner, prepare Request for Proposals (RFP) to engage design consultant(s). This includes developing terms of reference in preparation

of the RFP's and work to address any questions or concerns from proponents and issue any required addenda;

- 2.3. review and evaluate the submitted proposals and provide recommendation of award;
- 2.4. in conjunction with the Owner, prepare the design consultant contract

The items following will proceed only if proposals received can be accommodated in the City's Infrastructure Advanced Design Budget:

- 2.5. organize and chair the pre-design meeting and all other required meetings and issue minutes;
- 2.6. oversee and manage the design consultant contract;
- 2.7. coordination with the Owner throughout the design phase to ensure compliance of design with Owner requirements;
- 2.8. review of regulations to ensure that the necessary applications are submitted and approvals obtained in good time to meet the project schedule.
- 2.9. coordinate with outside utility companies (Terasen/BC Hydro etc) during the design phase.
- 2.10. review and provide comments on submitted cost estimates.
- 2.11. review consultant's invoices and make recommendation to the Owner for payment.
- 2.12. monitor design costs.
- 2.13. obtain sign off by the Owner at various stages of the design to direct the design team;
- 2.14. monitor the production of, review and provide comments on the preliminary and detailed design submissions;
- 2.15. provide insight and recommendations in regard to value engineering;
- 2.16. provide insight into all road and utility designs in order to arrive at effective solutions in order for the Project Manager to manage the civil contracts;

3. Construction Management

- 3.1. advise the Owner on construction procurement methods;
- 3.2. advise and provide recommendations to the Owner regarding pre-qualification, procurement, and contracts with consultants, contractors, and vendors, including providing advice and suggestions regarding alternates or other ideas;
- 3.3. foresee, and prepare the specifications for the Project;
- 3.4. in conjunction with the Owner, administer all pre-qualifications, tenders, and contracts with consultants and vendors;
- 3.5. in conjunction with the Owner, prepare MMCD Tender Documents;

- 3.6. in conjunction with the Owner, prepare Request for Quotations for pre-purchasing materials for the pump station (for example pumps and MCC);
- 3.7. answer any questions from bidders and/or issue any required addenda, in conjunction with the Owner;
- 3.8. review and analyses tenders and quotations and provide recommendations for award;
- 3.9. liaise with the Owner and prepare construction contracts, and
- 3.10. ensure that insurances, safety certificates, and labour forms are in order.

The items following will proceed only if tenders received can be accommodated in the Owner's Capital Construction Budget approved by Council for each specific project.

- 3.11. review and ensure approval of all shop drawings;
- 3.12. organize and chair the pre-construction meeting and regular construction meetings and issue minutes;
- 3.13. perform all duties associated with being the Contract Administrator (CA) as per MMCD;
- 3.14. perform site visits and inspections at key times during construction and as deemed appropriate;
- 3.15. conduct deficiency audits upon substantial completion of the projects, and ensure that any deficiencies are corrected in a timely manner;
- 3.16. resolve any technical and unforeseen issues during the course of the projects;
- 3.17. develop and ensure quality assurance and quality control programs are in place during all construction;
- 3.18. coordinate with Owner forces where required for any portion of the work that has to be completed by the Owner;
- 3.19. prepare the necessary paperwork such as Change Orders and Progress Payments;
- 3.20. make application on behalf of the Owner for any permit requirements, including but not limited to FREMP, DFO, Dike Authority, and Metro Vancouver;
- 3.21. coordinate with outside utility companies (Terasen/BC Hydro etc) during the construction phase for any required relocations;
- 3.22. coordinate with the Owner's resident inspector for the construction duration;
- 3.23. track construction costs;
- 3.24. manage all construction contracts and respective schedules, including monthly progress payments, verification and justification of change notices, final change orders, and change directives;
- 3.25. co-ordinate all necessary inspections, including those of consultants; and

- 3.26. ensure deficiency audits are undertaken upon substantial completion of the Project and after each move-in, and ensure that deficiencies are completed in a timely manner.

4. Additional Consulting Services

- 4.1. prepare, in conjunction with the Owner, a detailed project schedule for control of all project activities including design, procurement, construction, inspection and project closeout;
- 4.2. prepare a project plan, which includes project task assignments, responsibilities and coordination of procedures with respect to administration, accounting, procurement, approvals, reports and their distribution;
- 4.3. prepare a budget and cost control plan, which will define the allocation of the budget over the project. This plan will be established for cost control purposes and will prescribe a system for accounting, reporting on and controlling expenditures. It will also cover all phases of the project including planning and design, procurement, construction costs, inspection costs, administration and disbursements and project closeout costs. The plan will be subject to audit;
- 4.4. take all-necessary measures to ensure the design and construction of assigned Capital projects reflect the City of Richmond's commitment to sustainable practices;
- 4.5. Meetings with Owner
 - 4.5.1. provide regular written and oral project updates to the Owner;
 - 4.5.2. attend Bi-Weekly meetings with the Owner during the design phase;
 - 4.5.3. attend Bi-Weekly meetings with the Owner during the construction phase, and
 - 4.5.4. organize, chair and prepare minutes for all meetings.

5. Deliverables

Design Management Phase

- 5.1. provide the project schedule, project plan and budget/cost control plan;
- 5.2. prepare, in conjunction with the Owner, Request for Proposal and any required addenda;
- 5.3. evaluate and make recommendation of award for design services;
- 5.4. prepare, in conjunction with the Owner, the contract for design phase consulting services, and
- 5.5. prepare minutes of meetings.

Construction Management Phase

- 5.6. prepare, in conjunction with the Owner, MMCD Tender Documents and any required addenda;
- 5.7. evaluate and make recommendation of award for construction services;
- 5.8. prepare, in conjunction with the Owner, the contracts for construction services;
- 5.9. prepare minutes of meetings;
- 5.10. document correspondence with the contractor, and
- 5.11. prepare all other documentation required during the construction phase (change orders/progress payments etc).

Meetings with Owner and Reporting

- 5.12. Provide regular written updates. Such updates must include the following:
 - 5.12.1. a comparison to the project schedule to track project progress.
 - 5.12.2. expenditures against the budget and estimated cost at completion.
 - 5.12.3. any design changes, and
 - 5.12.4. Any required changes to the schedule and budget. Prepare and issue minutes of meetings.

SCHEDULE B – FEES

1. Contract Fee

The Owner will pay the Project Manager a fixed fee of ▼ (the “**Contract Fee**”) plus applicable GST.

A breakdown of the Contract Fee is set out below:

Project Phase	Contract Fee
TOTAL CONTRACT FEE	
Estimated Disbursements Allocation	
Total	

[Optional:

The Contract Fee is based on completion of the Project by ▼. If performance of the Project Management Services by the Project Manager extends beyond ▼ for reasons beyond the reasonable control of the Project Manager, the Owner will pay the Project Manager for Project Management Services performed after ▼ at the rates for additional services set out below or as otherwise agreed to by the Owner and the Project Manager.]

2. Hourly Rates for Additional Services

[NTD: Insert hourly rates for Additional Services]

SCHEDULE C – PROPOSAL EXTRACTS

The following is the draft schedule for the project:

Design Phase	
Milestone	Target Date
Issue Request for Proposals for design services	June 17, 2008
Issue for Tender Drawings	November 30, 2008
Construction Phase	
Milestone	Target Date
Issue Request for Quotations for pump station materials	November 2008
Issue tender documents for No. 4 Road pump station installation	December 5, 2008
Issue tender documents for water main replacement	January 8, 2009
Substantial Performance for all projects under this contract.	September 30, 2009



City of Richmond

6911 No.3 Road, Richmond, BC V6Y 2C1
Telephone (604) 276-4000
www.cityrichmond.bc.ca

April 15, 2008
File: 02-0775-50-3208/Vol 01

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

Via Electronic Mail and On-Line Posting

Attention: All Proponents

Dear Madam/Sir:

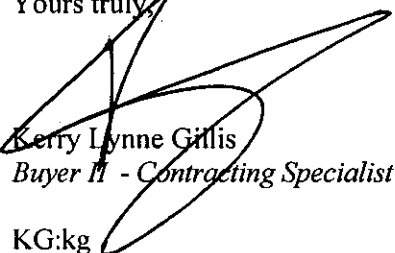
Re: Request for Proposal 3208P: Project Management for Engineering Capital Projects – Addendum 1

We have received questions related to this Request for Proposal (RFP). This addendum lists the questions we have received, together with our answers. This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in preparation of your submissions:

Q.1 – We would like to propose on this RFP, but wish clarification as to whether this puts us out of the RFP process for the work on the two main projects noted on the first page, to be managed, but more importantly, (does) it put us out of the running for other RFP's for design work on other capital projects?

A.1 – The successful proponent for 3208P will be excluded from submitting proposals for the two projects listed in the RFP. However, they would NOT be excluded for any other future RFP's.

Yours truly,



Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

pc: Roeland Zwaag, P. Eng.
Project Engineer


RICHMOND
Island City, by Nature



City of Richmond

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

Telephone (604) 276-4000

www.city.richmond.bc.ca

April 17, 2008

File: 02-0775-50-3208/Vol 01

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

Via Electronic Mail and On-Line Posting

Attention: All Proponents

Dear Madam/Sir:

Re: Request for Proposal 3208P: Project Management for Engineering Capital Projects – Addendum 2

For your convenience in the preparation of your proposals, a copy of Schedule A, *Scope of Services*, sent as part of the original RFP, is available to you in *Microsoft Word* format.

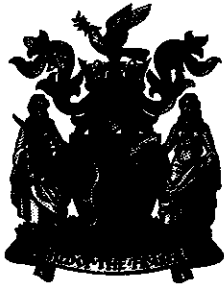
For a copy of this document in *Word*, please send a request to purchasing@richmond.ca

Yours truly,


Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

pc: Roeland Zwaag, P. Eng.
Project Engineer



City of Richmond

6911 No.3 Road, Richmond, BC V6Y 2C1
Telephone (604) 276-4000
www.city.richmond.bc.ca

April 28, 2008
File: 02-0775-50-3208/Vol 01

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

Via Electronic Mail and On-Line Posting

Attention: All Proponents

Dear Madam/Sir:

Re: Request for Proposal 3208P: Project Management for Engineering Capital Projects – Addendum 3

We have received questions related to this Request for Proposal (RFP). This addendum lists the questions we have received, together with our answers. This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in preparation of your submissions:

Q.1 – How much technical contribution is expected from the successful candidate?

A.1 – The successful proponent shall have in-house capabilities to review drawings and provide technical support and comments on the designs submitted to the City.

Q.2 – Does the City pre-qualify Contractors ?

A.2 – The City does not usually pre-qualify contractors to bid on Engineering-related tenders. However, the City has pre-qualified consultants with respect to the type of design required.

Q.3 – Do you require the successful consultant to Work at City Hall?

A.3 – No.

Q.4 – Do you have a standard tender/proposal period?

A.4 – The City usually allows 3 weeks for the tender and proposal phase. Note that the City only receives and opens bids on Tuesday, Wednesday, or Thursday.

Q.5 – What is the approval process for tenders and proposals?

A.5 – City staff will obtain the necessary approval. At this time, there is no council approval required to award a design contract under \$500,000 or a construction contract of any value if sufficient funding is in place and prior budget approval is granted by Council.

Q.6 – Do I prepare my fee schedule as page 5 in the Terms of Reference or as per Schedule A?

A.6 – Please prepare your fee schedule as per page 5 in the Terms of Reference. The items listed in Schedule A should be reflected into either the Design Phase, Construction Phase, Contract Administration, or Disbursements item. Proponents must also clearly identify those services that fall outside the fee schedule.

Furthermore, please be advised that the submission deadline has been revised until **3:00pm, Wednesday May 7, 2008.**

Yours truly,



Kerry Lynne Gillis
Buyer II - Contracting Specialist

RZ:kg

pc: Roeland Zwaag, P. Eng., Project Engineer