



# City of Richmond

January 6<sup>th</sup>, 2012

File: 02-0775-50-4572/Vol 01

**Business and Financial Services Department**

Finance Division

Telephone: 604-276-4218

Fax: 604-276-4162

**Attention: To All Proponents**

Dear Madame/Sir:

**Re: Request for Proposal 4572P - Engineering Quality Assurance Program - Addendum One**

This Addendum includes items of clarification, 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 the preparation of your Proposals:

## **I. Questions and Answers**

Q.1 Section 7.1.c), indicates Consultant must carry and maintain Professional Liability Insurance and Comprehensive General Liability Insurance in with the stipulations in Appendix B; however, the only details provided in Appendix B is an Undertaking of Liability Insurance letter which indicates an amount of \$5,000,000. Contrary to this, Section 10.1.j) indicates Professional Liability should be in the amount of \$250,000 per occurrence and \$500,000 aggregate.

Why does the request for certificate of insurance request a special limit of \$5,000,000 for Professional insurance when the RFP clearly states coverage required is \$250,000/\$500,000.

A.1 Proponents should have two types of insurance coverage for the scope of work under this Request for Proposal (RFP):

1. Professional Liability Insurance and
2. Comprehensive General Liability Insurance

Section 10.1 i) directs the Proponent to Appendix B, which stipulates the City's Comprehensive General Liability Insurance requirements and is an undertaking letter for same that should be completed by Proponent's insurer and submitted with the Proponent's Proposal.

Section 10.1 j) stipulates the City's Professional Liability Insurance requirements and proof of such coverage should be submitted with the Proponent's Proposal in addition to the requirements of section 10.1 i).

Proponents are advised to use the amended Undertaking of Liability Insurance Letter appended to this Addendum for completion and submission with their Proposals.

Q.2 Firstly, although we do some concrete testing in the Lower Mainland, we are neither CSA or CCIL- certified. We are interested in putting in a price for the soils work, and also for the asphalt paving. Marshall samples will be pounded here, and then shipped to our Nanaimo lab for processing, while Superpave samples will be sent to our Alberta labs. The soils work, sieves, Proctors and densities will be done here.

Will you accept a partial bid on the work?

A.2 The City may consider partial bids; however, Proponents should bid on the complete scope of work requested by the RFP.

Q.3 Secondly, our administrative department would like more information on the Working Agreement. The RFP refers to a "slightly modified MMCD Consultants Agreement." What are the modifications? Do you have a copy of the agreement?

A.3 The City will use the MMCD *Client/Consultant* Form of Agreement with some additional terms (Other Conditions) added to Schedule E. Please see these terms appended to this Addendum and please note that the City may negotiate additional terms with the Successful Proponent.

## II. Extension to Closing Time

Please be advised that the Closing Time has been extended as follows:

WAS: Wednesday, January 11<sup>th</sup>, 2012 at 3:00 pm, local time.  
IS NOW: Thursday, January 19<sup>th</sup>, 2012 at 3:00 pm, local time.

Yours truly,



Kerry Lynne Gillis  
*Buyer 2*

KG:kg

pc: Michael Schwanke, Engineer In Training

Schedule E

**ARTICLE 13 - OTHER CONDITIONS**

The following provisions, if any, constitute Article 13 of this *Agreement* and amend, modify and supplement Articles 1 through 12 of this *Agreement* to the extent required. In the event of any conflict or inconsistency between the provisions of this Schedule E and any provision of Articles 1 through 12 of this *Agreement*, the provisions of this Schedule E shall prevail to the extent of that conflict or inconsistency.

**13.1 OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

All drawings, audiovisual materials, information, plans, models, designs, specifications, reports and other documents or products produced, received or acquired by the Consultant as a result of the provision of the Services (the "Material") shall be the sole property of the City, and the City shall have the right to utilize all of the Material for its benefit in any way it sees fit without limitations.

The Material shall be delivered by the Consultant to the City forthwith following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request.

The Consultant hereby transfers title in and to the Material and assigns to the City sole copyright in the Material. The Consultant agrees that title to the Material is to be considered to have been transferred, and any copyright in the Material is to be considered to have been assigned by the Consultant to the City upon creation of the Material. The Consultant hereby irrevocably waives, in favour of the City, the Consultant's moral rights in respect of the Material. The Consultant shall obtain in writing, from its personnel, its permitted consultants or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Material to the City.

The Consultant hereby represents and warrants that the portion of the Material produced by the Consultant will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

**13.2 NO PROMOTION OF RELATIONSHIP WITH THE CITY**

The Consultant shall not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform the Consultant's obligations under the terms of this Agreement).

**13.3 ADDITIONAL INSURANCE REQUIREMENTS**

The Consultant is to include the City as an additional insured under the Consultant's comprehensive general liability insurance under **Schedule C** of this agreement.

**13.4 OPTIONAL WORK**

The Consultant will not proceed with Optional Work unless written notice to proceed is given from the City.

### Undertaking of Liability Insurance

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

Dear Sir/Madame:

We, the undersigned (insert insurance company's name) \_\_\_\_\_ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) \_\_\_\_\_

EXCEPTIONS:

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Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2012.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE.