



City of Richmond

January 6th, 2012

File: 02-0775-50-4611/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 4611P – Lulu Island Dike Master Plan - Addendum Two

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 Will you confirm that the MMCD Consultants Agreement referenced in the RFP on page 14 is the package that MMCDA entitles “Client Consultant Agreement”? Can you also clarify what is intended by “slightly modified”?
- A.2 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. Clarifications to the Request for Proposal

Proponents are advised of the following clarifications to the RFP and to the scope of work required under same:

- A. Section 9.1 - Budget:
- \$200,000.00 is **HST inclusive** and is a hard limit. No further funds are available for the scope of work under this RFP.
- B. Sections 10.1 and 10.2 - Dike Upgrade Options for Steveston and Wave Dissipation Options for the West Dike:
- There is no defined number of options that will be considered by the City for each of these areas of work; however, creativity and quality of options are more important than quantity.

C. Sections 10.1c) and 10.2c) - Class D Cost Estimates:

- Habitat issues should be considered in these costs, but the level of effort used to determine them is expected to be low.
- Seismic considerations, in light of the new Provincial Seismic Design Guidelines should be factored into cost estimates and further broken out into options with or without seismic upgrading.

D. 10.1 e) - Public Consultation

- The Successful Proponent will be expected to provide production materials, solicit input and respond to inquiries from the public as part of the public consultation process; coordination of other details (room space, advertising, refreshments and staff support) can be provided by the City.
- Council presentations are not expected to be a part of this process.

E. Section 13 – Project Schedule

- In preparation of the project schedule, Proponents are advised that the April 26th, 2012 deadline is preferred; however, the City will consider schedules that cannot meet this deadline as long as they are reasonably considered and explained in the Proponent's Submission.

Yours truly,



Kerry Lynne Gillis
Buyer 2

KG:kg

pc: Andy Bell, Project Engineer
Lloyd Bie, Manager, Engineering Planning

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.