



REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

Title: PRE-QUALIFICATION OF DESIGN-BUILDERS:
CHUCK BAILEY RECREATION CENTRE - EXPANSION

Reference No.: 1220-050-2024-003

Issue Date: December 18, 2023

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REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

1. INTRODUCTION

1.1 Purpose

The purpose of this Request For Expressions of Interest and Statements of Qualifications (the “**RFEOI/SOQ**”) is to:

- (a) invite submissions (each a “**Submission**”) from interested and qualified parties (each a “**Respondent**”) indicating their interest in and qualifications to provide design and construction services on a progressive design-build basis through the design and construction of the expansion of the Chuck Bailey Recreation Centre (the “**Project**”); and
- (b) identify and select a shortlist of Respondents to be available to participate in a subsequent procurement phase (the “**Request for Proposals**” or “**RFP**”) for the Project, which the City of Surrey (the “**City**”), in its sole discretion, may elect to undertake.

The City wishes to ultimately select a qualified design-builder (the “**Design-Builder**”) to assume responsibility for the complete design and construction of the Project.

1.2 Eligibility

This RFEOI/SOQ is open to any interested party, including teams composed of individuals and/or firms.

1.3 Prequalification Process

This RFEOI/SOQ is not an invitation to bid. This RFEOI/SOQ is a general invitation intended to identify a shortlist of qualified design-builders to be available to participate in a potential future RFP for the Project.

The City anticipates selecting a shortlist of three Respondents, although it reserves the right to select more or fewer at its sole discretion. While the City anticipates issuing an RFP as the next stage of procurement, the City reserves the right to select the successful finalist from the Respondents who submit Submissions under this RFEOI/SOQ and, without issuing the RFP, invite such finalist to enter into negotiations with the City to settle a Pre-Construction Services Agreement (as defined below).

The City intends that only those entities that respond to this RFEOI/SOQ and are shortlisted in accordance with the requirements of this RFEOI/SOQ will have the opportunity to participate further in this procurement for the Project.

1.4 Context and Background

The City is an energetic and dynamic city known for business and investment opportunities supported in part by its progressive and forward-thinking economic vision. Surrey is a city within the greater Vancouver Census Metropolitan Area just over 40 minutes from downtown Vancouver and 30 minutes from the Vancouver International Airport. The City is the second largest city in B.C. Based on its high growth rate, Surrey is expected to surpass Vancouver to become the largest city in the Province in terms of population in the next 20 years±. The City is committed to building to a universal design standard, ensuring that the City's facilities exceed accessibility minimums and are welcoming to people of all abilities, backgrounds and ages.

Surrey's City Centre, which is located within the Whalley area, has been identified as Metro Vancouver's "2nd metropolitan core" and the downtown for the Fraser Valley. The City is traversed by five major highways and four railways, has deep-sea docking facilities, and is located near an international airport. Two Canada/United States border crossings are located on the southerly boundary of Surrey.

Surrey's City Centre is in the midst of a significant transformation; what was once a suburban town centre is developing into a walkable transit-oriented downtown core for business, culture and entertainment activity.

Surrey's City Centre is bookended between 132nd Street and 140th Street to the west and east, and extends as far north as 112th Avenue and as far south as 94th Avenue.

In consideration of population growth in the Whalley area and the significant transformation of Surrey's City Centre into a walkable transit-oriented downtown core for business, culture and entertainment activity and to support the current high demand for community services, City Council has approved the planning, design and construction of City Sports Complex (Phase-I Expansion to Chuck Bailey Recreation Centre) at 13458 - 107A Ave in Surrey.

1.5 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) **"BC Bid Website"** means www.bcbid.gov.bc.ca;
- (b) **"City"** means the City of Surrey;
- (c) **"City Representative"** has the meaning set out in Section 3.4;
- (d) **"City Website"** means www.surrey.ca;
- (e) **"Closing Date"** has the meaning set out in Section 3.3;
- (f) **"Design-Builder"** has the meaning set out in Section 1.1;

- (g) **“Design Team”** has the meaning set out in Section 2.2;
- (h) **“Evaluation Team”** means the team appointed by the City;
- (i) **“Guaranteed Maximum Price (GMP)”** means the limit of the total of all amounts payable to the Design-Builder by the City for allowable costs incurred in the performance of the Phase 2 work. The Guaranteed Maximum Price is a stated dollar maximum amount for the Phase 2 work (including risk management) that will be negotiated as part of the Phase 1 Services;
- (j) **“Information Meeting”** has the meaning set out in Section 3.2;
- (k) **“Phase 2 Design-Build Construction Agreement”** has the meaning set out in Section 2.5(b);
- (l) **“Pre-Construction Services Agreement”** has the meaning set out in Section 2.5(a);
- (m) **“Preferred Respondent(s)”** means the Respondent(s) selected by the Evaluation Team;
- (n) **“Prime Consultant Agreement”** has the meaning set out in Section 2.2;
- (o) **“Project”** has the meaning set out in Section 1.1(a);
- (p) **“Respondent”** means an entity that submits a Submission in response to the RFEOI/SOQ;
- (q) **“RFEOI/SOQ”** means this Request for Expressions of Interest and Statements of Qualifications;
- (r) **“Services”** has the meaning set out in Section 2.5(a);
- (s) **“Submission”** means a submission submitted in response to this RFEOI/SOQ;
- (t) **“Websites”** has the meaning set out in Section 3.5; and
- (u) **“2023 Design”** has the meaning set out in Section 2.2.

2. THE PROJECT

2.1 Renovation and Expansion of Existing Chuck Bailey Recreation Centre

The new community centre expansion will be designed to high quality architectural and engineering standards. The Project will provide additional spaces and services to the existing Chuck Bailey Recreation Centre, uniting all ages, abilities and cultures in stronger physical, social and emotional health - a state-of-the-art community hub for Whalley

residents to play, exercise, learn, socialize, and to enjoy a fun, inclusive and healthy environment, including gymnasium, fitness, preschool and afterschool programming, childcare, multipurpose rooms, and community rooms.

It is anticipated that the Project will mainly include two distinct parts:

- (a) Renovation of Existing Recreation Centre (about 900 square metres): the renovation works will mainly include tenant improvements to level 2 of the existing recreation center to create three childcare spaces for various ages, and partial renovation and upgrades to level 1 to enhance the seniors programmed spaces; and
- (b) New-Build Expansion (about 3,600 square metres): the new expansion will mainly include large multipurpose community hall, art space, community kitchen, multipurpose gymnasium, fitness studio, weight room, meeting rooms, washrooms and change rooms, admin and supporting spaces. The new expansion will also include 95 underground parking stalls, landscape, and open social spaces along with associated offsite works.

2.2 Project History

The City entered into a professional services agreement with Shape Architecture Inc. (the “**Prime Consultant Agreement**”), who in turn retained required subconsultants (collectively the “**Design Team**”), to develop a design for the Project. The members of the Design Team are as set out in Attachment 2.

The Design Team developed a design for the Project to the stage that included tender documents (collectively the “**2023 Design**”). The tender documents for the 2023 Design were issued to the market with the assistance of Scott Construction Management Ltd., under a construction management structure, but no construction contracts for the Project were awarded.

The City wishes to change the implementation structure from a construction management structure to a progressive design-build structure, in which the City will engage a qualified design-builder to assume responsibility for the design, including a re-evaluation of the 2023 Design and, if the City elects to proceed, for the construction of the entire Project.

Scott Construction is not precluded from delivering a Submission under this RFEI/SOQ.

2.3 City’s Objectives For Design-Build

In moving to a progressive design-build structure the City wishes to provide the Design-Builder with the opportunity to work with the Design Team to review the 2023 Design to identify possible design improvements, including cost efficiencies, by undertaking design validation, design optimization, value engineering and constructability reviews. The design reviews will be undertaken in a “progressive design-build” delivery method in which the City will be available to provide input as part of the design review process. The Design-

Builder will obtain market pricing for the Project, with the optimized design, so as to establish a Guaranteed Maximum Price (GMP) for construction of the Project that is agreed to by both the City and the Design-Builder.

The design reviews will include the following:

- (a) The Design-Builder will provide the City with valuable design input, real time cost estimates, value engineering and constructability reviews. The City's objective is to achieve the most cost-effective design and to eliminate or significantly reduce risk and/or design conflicts.
- (b) The Design-Builder will advise the City on the most effective strategy for procurement of construction work, manage the pre-qualification process of construction trades and the sequential tendering of construction trades as required to achieve the project schedule. The City's objective is to ensure that qualified contractors are selected in a timely manner and to minimize scope gaps/overlaps.

The design reviews will take into consideration the following objectives:

- (a) The Project will be designed to Net Zero Carbon Building standards, meeting the City's goals under its Sustainability Charter, Wood First Policy and accessibility initiatives. The new facility will be a reflection of the values, needs and identity of the City's community and will be known as an inclusive and universally accessible facility embracing the City's diverse culture.
- (b) City Council declared a climate emergency in November 2019 and subsequently adopted new greenhouse gas (GHG) reduction targets in the Official Community Plan. The design of the Project will support the City's plan towards achieving 100% corporate GHG reduction by 2050.
- (c) At a high level, the goal is to build a highly energy efficient, zero emission facility that has been designed and built to meet occupant needs over the entire life of the building (i.e., through increasing climate change impacts).

2.4 Assignment of Prime Consultant Agreement

In order to have control and responsibility for the design of the Project, the successful design-builder will accept an assignment of Prime Consultant Agreement from the City to the Design-Builder. The other members of the Design Team will remain as subconsultants to Shape Architecture Inc.

2.5 Project Implementation – Progressive Design-Build

The City intends to proceed with the implementation of the Project in two phases as follows:

- (a) **Phase 1 Pre-Construction Services**– The successful Proponent will, as the Design-Builder, be invited to enter into a pre-construction services agreement (the “**Pre-Construction Services Agreement**”) to perform pre-construction services (collectively the “**Services**”) that will include:
- (i) project planning and logistics;
 - (ii) the design reviews, including design and specification validation value engineering (to a level of completeness so as to permit reliable cost estimate of the design and construction of the Project);
 - (iii) scope definition;
 - (iv) construction schedule for the construction of the Project;
 - (v) costing and budgeting;
 - (vi) other objectives and tasks as set out in Section 2.3; and
 - (vii) negotiation of a Guaranteed Maximum Price (GMP) that will apply to the Phase 2 Design-Build Contract;

The City intends to use the City standard Professional Services Agreement for the Pre-Construction Services Agreement.

Pending budget availability and City Council approval, upon successful completion of this Phase 1 and mutual agreement between the City and the Design-Builder, the City may enter into Phase 2 Design-Build Construction Agreement with the Design-Builder.

The City intends that the RFP will include a draft of the Pre-Construction Services Agreement, which may include provisions by which the City would share with the Design-Builder cost-savings the Design-Builder achieved through the design reviews, so as to give the Design-Builder a financial incentive to review and, if reasonable, improve on the 2023 Design.

Under the Pre-Construction Services Agreement the City will reserve the complete discretion not to award the Phase 2 Design-Build Construction Agreement to the Design-Builder, and to not proceed with the Project, or to proceed with the Project in some other manner, including with other contractors.

- (b) **Phase 2 Construction (Design-Build) Services** – If the City accepts the design, budgeting and costing as developed by the Design-Builder under the Pre-Construction Services Agreement then the City intends to enter into discussions with the Design-Builder to settle the terms of a design-build agreement (the “**Phase 2 Design-Build Construction Agreement**”), that is based on a CCDC-14 Design-Build Contract, which together with supplementary general conditions incorporates the design, specification, scope, schedule and City’s requirements as developed under the Pre-Construction Services Agreement. Under the Phase 2 Design-Build

Construction Agreement the Design-Builder will assume responsibility for all design of the Project, including any portions of the 2023 Design that have not been altered in the design review process conducted under the Pre-Construction Services Agreement, as well as construction and commissioning of the Project.

2.6 Design Vision

Chuck Bailey Recreation Centre Expansion will be innovative, architecturally elegant, seemingly integrates with the existing building and universally designed to the highest standards and best practices to ensure offering an appealing social hub and community destination that is multi-generational, comfortable and flexible for mixed uses, healthy, and is accessible and inclusive to all. The expansion will be unique, creating cultural identity and fostering sense of place making Chuck Bailey Recreation Centre the true sport heart of Whalley community.

The new expansion will be designed to reflect the City of Surrey's sustainability vision and objectives as set under the Sustainability Charter, which sets out a vision for Surrey as a thriving, green, inclusive city. The facility will be designed to align with the City's climate change commitments, targeting a highly efficient, passive-first design that operates at or near zero emissions. It will also be "Climate Ready" by ensuring thermal comfort in future decades as temperatures rise and good indoor air quality during wildfire smoke events. Design and construction will seek to minimize embodied emissions by following the City's Wood First Policy among other approaches.

Chuck Bailey Expansion will be a human-centered design for everything with everyone in mind. Implementing Universal Design Principles, the design will ensure creating environments and services that are usable by all people to the greatest extent possible which includes children, youth, adults and seniors with all abilities and backgrounds. The project is anticipated to pursue Rick Hansen Foundation Accessibility Gold Certification.

To improve safety at the new facility the design will incorporate Crime Prevention through Environmental Design (CEPTED) practices to enhance security and passive surveillance through transparent building envelope and other potential measures to the outdoor amenities.

Inspired and guided by the Whalley community vision and feedback through public consultation the Chuck Bailey Recreation Centre Expansion will be a vibrant and welcoming facility that reflects the community desire and needs for the current and future generations. The new facility will reflect this vision and will be known as an inclusive and universally accessible facility embracing the City's diverse culture.

The design of the Chuck Bailey Recreation Centre Expansion and site layout will optimize site usage and reduce impact on the environment and surrounding commercial and residential neighbourhood while enhancing connectivity and providing safe access for pedestrians and cyclists. Building and site design will seek to minimize urban heat island effects and use sustainable drainage and green infrastructure features to ensure normal operation and minimize impact on the existing drainage system during more frequent and

intense rainfall events. Site design will preferably contribute positively to nearby ecological systems and the City’s Green Infrastructure Network, and thus Surrey’s Biodiversity Conservation Strategy. Landscape design will be resilient to future conditions (e.g., higher temperatures, periods of drought, more frequent heavy rain events).

2.7 Project Timeline

The City anticipates construction of the Project to commence in Summer 2024. Project construction schedule will be determined and confirmed during Phase 1 Pre-Construction Services in collaboration with the progressive Design-Builder, selected consultants’ team and the City.

2.8 Project Budget

The Project estimated construction cost is expected to range from \$45M to \$50M. The Project construction cost will be determined and confirmed during Phase 1 Pre-Construction Services in collaboration with the progressive Design-Builder, selected consultants’ team and the City.

2.9 RFP

After shortlisting, the City intends to invite the shortlisted Respondents to respond to the RFP with a proposal that includes information relevant to the Project such as project staffing, schedule compliance, project controls, construction plan, fee for construction management services, general conditions, costs and fee for pre-construction services, including estimates based on proposed design. A combination of technical qualifications, an interview process and fees will be considered in the final selection process. The GMP will be established prior to the award of the Phase 2 Design-Build Construction Agreement in accordance with the City’s purchasing’s policies and procedures.

2.10 Anticipated Timetable

The current anticipated timeline for the Procurement and the Project is as set out in the following table:

Activity	Timeline
Issue RFEOI/SOQ	December 18, 2023
RFEOI/SOQ Closing Date	January 15, 2024
Evaluation & Shortlisting of Design-Builders	January 25, 2024
Selection Notification - Shortlisted	January 29, 2024
RFP Progressive Design-Build	January 30, 2024
RFP Closing Date	February 21, 2024
Interviews	March 11 to March 13, 2024
Award of Pre-Construction Services Agreement	March 18, 2024

Construction Start	Summer 2024
Project Final Completion	Spring/Summer 2026

Notes:

1. The above dates are anticipated dates and as such are subject to change. The City reserves the right to modify the timelines noted above at its discretion.
2. Project master schedule and duration of the Project's phases will be determined and confirmed in collaboration with the selected progressive Design-Builder, selected consultants' team and the City.
3. City Hall will be closed from December 22, 2023 through to the start of the workday on January 2, 2024.

3. INSTRUCTIONS TO RESPONDENTS

3.1 Address for Submission Delivery

The Respondent should submit the Submission **electronically** in a single pdf file which must be received by the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Submissions that cannot be opened or viewed may be rejected. A Respondent bears all risk that the City's receiving equipment functions properly so that the City receives the Submission.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone [604-590-7274] to confirm receipt.

3.2 Information Meeting

An information meeting may, at the discretion of the City, be hosted by the City Representative to discuss the City's requirements under this RFEOI/SOQ (the "**Information Meeting**"). While attendance is at the discretion of Respondents, Respondents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFEOI/SOQ a meeting has not been scheduled.

3.3 Closing Date

The City would prefer to receive Submissions on or before **January 15, 2024** (the "**Closing Date**").

3.4 Inquiries

All inquiries related to this RFEOI/SOQ should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services
Email: purchasing@surrey.ca
Reference #: 1220-050-2024-003

Inquiries should be made no later than seven (7) business days before the Closing Date. The City reserves the right not to respond to inquiries made within seven (7) business days of the Closing Date. Inquiries and responses will be recorded and may be distributed to all Respondents at the discretion of the City.

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation or having doubts as to the meaning or intent of any provision should immediately notify the City Representative. If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 3.5. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

At this RFEOI/SOQ stage Respondents should not contact members of the Design Team for information. (The City may make arrangements under the RFP for the shortlisted Respondents to have discussions with the Design Team.)

3.5 Addenda

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFEOI/SOQ. It is the responsibility of Respondents to check the Websites for addenda. The only way this RFEOI/SOQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFEOI/SOQ or may be relied upon by any Respondent. By delivery of a Submission, the Respondent is deemed to have received, accepted and understood the entire RFEOI/SOQ, including any and all addenda.

3.6 Status Inquiries

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website, and not to the City Representative.

4. SUBMISSION FORM AND CONTENTS

4.1 Relevant Experience:

Due to the nature of the proposed Project, the progressive Design-Builder's experience should include examples of successful projects which required similar types of construction projects as described herein producing superior quality within time and pricing constraints. The management team, and its key staff members to be assigned to the Project, is expected to be of the highest calibre, possess technical excellence and share the City's utmost concern with planning and maintaining schedule compliance.

4.2 Qualifications and Experience

Interested parties should identify their key lead firm(s) that will lead and be responsible for providing the design-build services for the Project under a progressive design-build methodology, including relevant expertise and experience with projects similar to the Project, and with progressive design-build projects.

Relevant experience would include:

- Experience with progressive design-build;
- Experience with design optimization, including value engineering and designing to cost targets;
- Experience in integrated project delivery methods (i.e., IPD, CMAR, etc.);
- Experience in projects of a similar scope and budget (previous experience with major public civic facility construction projects related to new build and renovation to existing buildings including, recreation and cultural centres, sports facilities, or parks and outdoor plazas, etc., that involve municipal permitting and land development requirements);
- projects of similar complexity (i.e., shoring, underpinning, working within major transportation infrastructure such as TransLink's SkyTrain, etc.)
- delivery of projects through a multi-phased approach and within tight project timeliness;
- collaboration and working closely with owners, consultants' teams and stakeholders to improve project delivery to bring best value for the City (e.g., achieve cost savings, maximize space utilization, etc.);
- proven ability to understand facility operations needs, identify space requirements and limitations and configure and design improvements to reflect Project objectives and maximize utilization;
- organizing work scope in and around occupied areas;
- Building Information Modeling (BIM); and
- constructing high efficiency energy performance buildings (LEED, Passive House, Net Zero Carbon, etc.).

4.3 Form and Contents of Submission

A Submission in response to this RFEOI/SOQ should include:

- (a) Letter of Introduction - The letter of introduction should introduce the Respondent's firm (and team members, as necessary) and highlight the Respondent's experience in a multi-phased progressive design-build methodology;
- (b) Executive Summary – The executive summary should provide:

A narrative that illustrates an understanding of the City's requirements and capacity to successfully undertake the complexities of the Project, particularly in the Phase 1 Pre-Construction Services phase in undertaking the design reviews, but also in Phase 2 Design-Build Construction phase;
- (c) A completed Expressions of Interest and Statements of Qualifications statement in the form attached as Attachment 3 – including Appendices A and B;
- (d) A copy of the Respondent's Health, Safety and Environmental Policy;
- (e) A copy of the Respondent's Quality Assurance and Quality Control procedures and details of recent performance achievement and accreditation awarded, preferably as it relates to progressive design-build projects;
- (f) Evidence that the Respondent has the bonding capacity to provide a Performance Bond and Labour and Material Payment Bond of at least \$25 million; and
- (g) Respondent should indicate if it is involved in any litigation, or any pending litigation, of any contractual dispute.

Upon submitting a Submission to this RFEOI/SOQ, Respondents consent to the City checking and verifying any information provided. References may also be contacted.

The City reserves the right to request Respondents to submit additional information as may be required to complete or evaluate the Submissions.

4.4 Signature

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

- (a) If the Respondent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Submission should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Submission on behalf of the corporation is submitted;

- (b) If the Respondent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Respondent is an individual, including a sole proprietorship, the name of the individual should be included.

5. EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of Submissions will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Respondent or Preferred Respondents to the City. Such discussions will not in any way create a binding contract between the City and any such Respondents.

5.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Submissions to determine the Respondent's strengths and ability to provide the Services in order to determine the Submission (or Submissions) which is/are most advantageous to the City using the following criteria:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Respondent's responses to items listed in Attachment 3 – Form of Submission, including Appendices A and B;

(b) Technical

The Evaluation Team will consider the Respondent's responses to items listed in Attachment 3 – Form of Submission.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the Evaluation Team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Submissions by comparing one Respondent's Submission to another Respondent's Submission. All criteria considered will be applied evenly and fairly to all Submissions.

The City and its officials, employees, agents, consultants and advisors will not be liable to any Respondents, or any firm, corporation or individual member of a Respondent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Respondent, or any firm, corporation or individual member of a Respondent, in preparing and submitting a Submission or any other activity related to or arising out of this RFEOI/SOQ.

5.3 Evaluation Process

To assist in the evaluation of Submissions, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the project and background investigations of the Respondent, and any subcontractors proposed in the Submission, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Submissions;
- (b) seek clarification or additional information from any, some, or all Respondents with respect to their Submission, and consider and rely on such supplementary information in the evaluation of Submissions;
- (c) request interviews/presentations with any, some, or all Respondents to clarify any questions or considerations based on the information included in Submissions, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Submissions; and
- (d) seek confirmation that the inclusion of any personal information about an individual in a Submission has been consented to by that individual.

The Evaluation Team is not obligated to complete detailed evaluations of all Submissions and may, after completing a preliminary review of all Submissions, identify and drop from any detailed evaluation any Respondent which, when compared to the other Respondents, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Respondent.

5.4 Litigation

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officer or director of the Respondent.

In determining whether or not to reject a Submission under this section, the City will consider whether the litigation is likely to affect the Respondent's ability to work with the

City, its consultants and representatives and whether the City's experience with the Respondent indicates that there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

6. GENERAL CONDITIONS

6.1 No City Obligation

This RFEOI/SOQ is simply an invitation for Submissions for the convenience of all parties. It is not a tender or a request for proposals and does not commit the City in any way to pre-qualify a Respondent(s), or proceed to negotiations for an agreement, or to award any agreement, and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

It shall be at the discretion of the City to accept or reject responses from any Respondent who elects to submit a Submission.

The City reserves the right to not accept any Submission and to reissue this prequalification, and any resulting RFP, at the sole discretion of the City.

6.2 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives, consultants, and advisors, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

6.3 No Agreement

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from this RFEOI/SOQ, prior to the signing of a formal written agreement.

6.4 Conflict of Interest

A Respondent shall disclose in its Submission any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

6.5 Solicitation of City Council Members and City Staff

Respondents and their agents will not contact any member of the City Council, or City staff, or City consultants with respect to this RFEOI/SOQ, other than the City

Representative, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

6.6 Confidentiality

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

6.7 City Disclaimer

- (a) The information in this RFEOI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. The information contained in this RFEOI/SOQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFEOI/SOQ, each Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein. Any party who intends to submit a response to this RFEOI/SOQ is specifically invited to independently verify the accuracy of the information contained herein.
- (b) The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.
- (c) All negotiations and discussions with Respondents are on a "without prejudice" basis and cannot be construed as an agreement, unless expressly approved by City Council and a written agreement is signed by the City.
- (d) The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- (e) The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.
- (f) The City does not authorize any other person or agency to represent the Project on its behalf without the prior written approval of the City.

6.8 Disclaimer

Despite anything contained herein, the Respondent agrees that it shall take all necessary steps to confirm the accuracy of this RFEOI/SOQ and agrees that the City shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this RFEOI/SOQ.

-END OF PAGE-

ATTACHMENT 1 – MEMBERS OF THE DESIGN TEAM

1. SHAPE ARCHITECTURE INC.'S SUB CONSULTANTS' TEAM

1. Code: McAuley Consulting | CP
2. Structural Engineer: WSP Canada Group Ltd.
3. Mechanical Engineer: AME Consulting Group
4. Electrical Engineer: O'M Engineering Inc.
5. Building Envelope, Energy Model, and Sustainability: Entuitive Corporation
6. Landscape Architect: LOCI Landscape Architecture +Urban Design
7. Civil Engineering: Kerr Wood Leidal Associates Ltd.
8. Acoustic: BAP Acoustics Ltd.
9. Quantity Surveyor: BTY Consulting Group Inc.
10. Signage: Cyngus Design Group Inc.
11. Traffic: Steer Group
12. Accessibility: Kuno Architecture Inc.
13. Survey: Matson Peck and Topliss

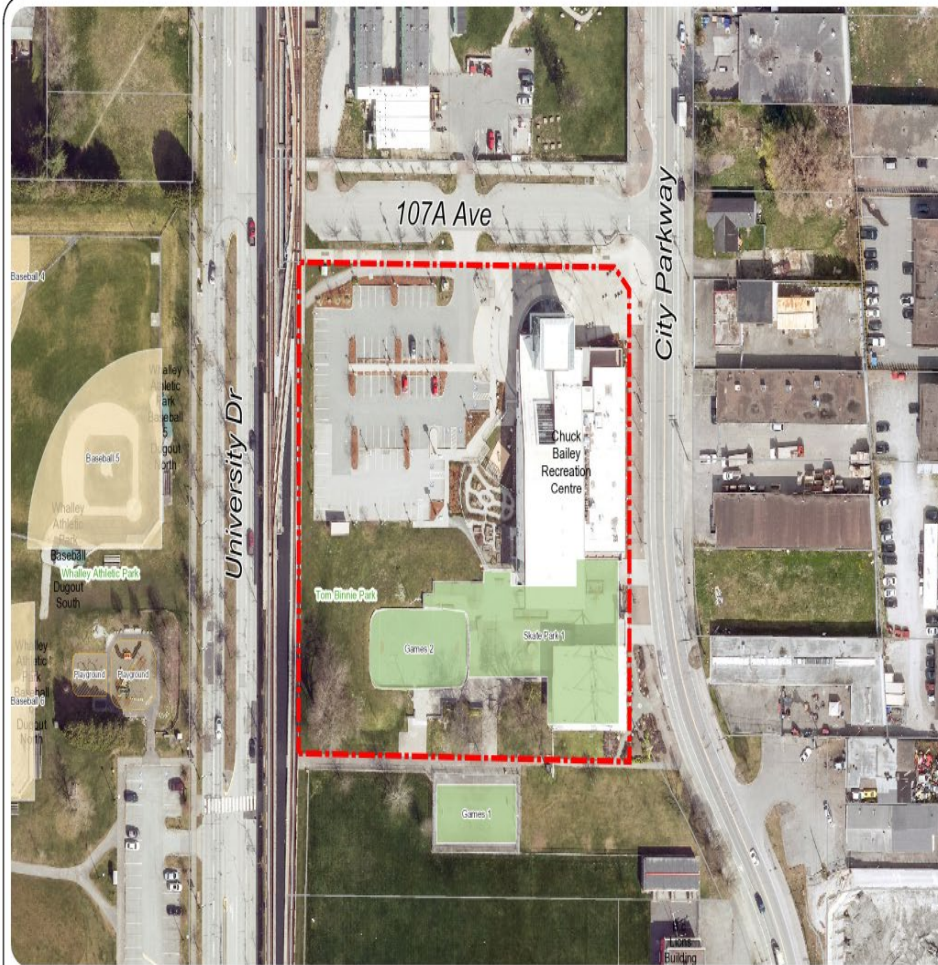
2. CITY OF SURREY'S GEOTECHNICAL CONSULTANT

Terrane Engineering Group Ltd.

ATTACHMENT 2 – PROJECT LOCATION MAP



City Centre Sports Complex (Phase-I Expansion to Chuck Bailey Recreation Centre)

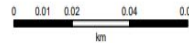


- Legend**
- Early Copy Lots
 - Early Copy Lots
 - Park Outdoor Recreation Facilities
 - Park Playgrounds**
 - Playground
 - Water Playground
 - Park Sports Fields**
 - Sports Fields
 - Diamonds

Project Location

Scale: 1:996

The data provided is compiled from various sources and is NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office. Use and distribution of this map is subject to all copyright and disclaimer notices at cosmos.surrey.ca



Date: September 21, 2021

Map created on: 2021-02-24

Notes:

1. ***Additional rows/lines or additional pages may be added as necessary.***
2. ***While there is not limit on the number of pages to be submitted, to facilitate the evaluation process provide only relevant information.***
3. ***The inclusion of corporate brochures and other advertising materials is discouraged.***

This document is intended to provide information on the capacity, skill and relevant experience of the Respondent. Respondent may supplement information requested with additional sheets, if required. Please review this Attachment 1 thoroughly.

Project Title: Pre-Qualification of Design-Builders – Chuck Bailey Recreation Centre - Expansion

Reference No.: 1220-050-2024-003

Submitted To:

City Representative: Sunny Kaila, Manager, Procurement Services
Email: purchasing@surrey.ca

SECTION A. GENERAL INFORMATION

1. _____
Full Legal Name of Firm
2. _____
Business Address
3. Business Telephone: _____
4. Website address: _____
5. Contact Person for inquiries (full name, position, telephone and email address): _____

SECTION B. RESPONDENT'S COMPANY PROFILE

6. Year Established: _____

7. Form of Business Organization:

- Sole Proprietorship
- Partnership – jurisdiction and date of establishment: _____
- Corporation – jurisdiction and date of incorporation and incorporation number _____
- Joint Venture – identify all joint venturers, and who has primary responsibility for this RFEOI/SOQ: _____

8. **Respondent Summary** (Note: Provide background information (brief history, size, services offered, etc.))

Comments:

SECTION C. PERFORMANCE METHODOLOGY

Project Understanding:

9. Demonstrate your capability to perform the Services, your understanding of the Services through a discussion of the key issues, and your ability to meet the requirements of the Project.

Comments:

Approach:

10. Provide a general overview of your approach to the Services, including as it relates to technical design and the distinct Project phases.

Comments:

Methodology:

11. Describe your plan and methodology to successfully accomplish the Project through the implementation of progressive design-build methodology.

Comments:

Assumptions and Risks:

12. Include assumptions made and assessment of preliminary risks and proposed mitigation strategies.

Comments:

Performance Management:

13. Describe how you would maintain quality control and meet quality standards in the performance of the Services.

Comments:

SECTION D. EXPERIENCE, REPUTATION AND RESOURCES

Experience and Qualifications:

14. Describe your relevant experience, qualifications and applicable certifications to perform the Services including any experience and expertise with:
- progressive design-build;
 - design optimization, including value engineering and designing to cost targets;
 - integrated project delivery methods (i.e., IPD, CMAR, etc.);
 - projects of a similar scope and budget (previous experience with major public civic facility construction projects related to new build and renovation to existing buildings including, recreation and cultural centres, sports facilities, or parks and outdoor plazas, etc., that involve municipal permitting and land development requirements);
 - projects of similar complexity (i.e., shoring, underpinning, working within major transportation infrastructure such as TransLink’s SkyTrain, etc.)
 - delivery of projects through a multi-phased approach and within tight project timeliness;

- collaboration and working closely with owners, consultants' teams and stakeholders to improve project delivery to bring best value for the City (e.g., achieve cost savings, maximize space utilization, etc.);
- proven ability to understand facility operations needs, identify space requirements and limitations and configure and design improvements to reflect Project objectives and maximize utilization;
- organizing work scope in and around occupied areas;
- Building Information Modeling (BIM); and
- constructing high efficiency energy performance buildings (LEED, Passive House, Net Zero Carbon, etc.).

Comments:

Representative Projects:

15. List of three most relevant completed projects by you as the lead firm for the past five (5) years. Listed in Appendix "A". [As attached]
16. Identify similar or related projects underway as of date of Submission. Listed in Appendix "B". [As attached]

Responsiveness:

17. Describe your ability to complete assignments on time and within budget.

Comments:

18. Confirm ability and approach to undertake the work within the estimated timelines provided, if any, or as may be otherwise required to maintain an aggressive schedule; and

Comments:

Reputation:

19. **Client/Customer References:** *(Note: List at minimum 3 current/recent (within past 5 years)) client references for projects where you were the lead firm (excluding City of Surrey)*

We hereby consent to the City contacting references for the purpose of evaluating our Submission.

Company and Contact Name	Phone / Email	Work Description

20. **Financial References:**

We hereby consent to the City contacting references for the purposes of evaluating our Submission.

Name and Address	Contact Name and Title	Contact Telephone and Email address

Resources:

21. **Key Personnel:** *[Note: Provide a list and short profile of key personnel who would be involved in the Project. Include a brief description of their role, qualifications and related experience. By completing this information, you warrant and represent you have each individual's consent to disclosure of their personal information to the City in accordance with privacy laws.]*

Name and Title	Area of Responsibility	Experience Design and Construction

Project Team Profile:

22. A full profile of the Respondent's proposed Project team that includes:

- Profiles of all firms or individuals participating;
 - Resumes of assigned key individuals involved in the preconstruction and construction phases of the Project including, other major participants as they may apply,

Note: If any are individuals, by completing this information, you warrant and represent you have each individual's consent to disclosure of their personal information to the City in accordance with privacy laws.)

SECTION E. ADDITIONAL INFORMATION

23. **Security Clearances/Background Checks:** *(Note: Describe your process for performing/updating background checks/security clearances for personnel and sub-contractors):*

Comments:

24. **Conflict of Interest:** – check as applicable

To the best of our knowledge, upon undertaking appropriate investigation and due diligence, we are not aware of any employees or persons who may be involved in this project, being “Associates”¹ of the City, City of Surrey, employees or officers.

We are aware of conflict(s) of interest or potential conflict(s) of interest, as follows: *(Note: Identify parties and their role in the project, confirm their relationship based on the definition of “Associate”, and described the proposed solution to manage, minimize or eliminate any perceived or actual conflict(s)).*

25. **Performance Management.** Has your firm defaulted on a contract or had work terminated for non-performance within the last seven (7) years? Yes No. If “Yes”, briefly describe the project, date and circumstances:

Comments:

26. **Other Information:** Respondent’s insights, comments and recommendations:

Comments:

This Submission is submitted this _____ day of _____, 2023.

I/We have the authority to bind the Respondent.

(Name of Respondent)

(Name of Respondent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

¹ "Associate" means (a) a spouse, (b) a parent, sibling, son or daughter, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than 10% of the voting rights attached to all shares of the corporation, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.

APPENDIX A
LIST OF THREE (3) MOST RELEVANT PROJECTS COMPLETED BY THE LEAD FIRM OR TEAM IN THE PAST FIVE (5) YEARS (SAMPLE)

Organized by year, in Canadian dollars (if space is insufficient, additional lines or pages may be added, if necessary)

Ref. #1. Project Title and Location: _____

Project Delivery Method: _____

Project Description/Scope: _____

Original Contract Value: \$ _____ Final Contract Value: \$ _____

Original Planned Completion Date: _____ Actual Completion Date: _____

Name of Contract Owner: _____

Contact Name, Position: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Name of the Consultant: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Ref. #2. Project Title and Location: _____

Project Delivery Method: _____

Project Description/Scope: _____

Original Contract Value: \$ _____ Final Contract Value: \$ _____

Original Planned Completion Date: _____ Actual Completion Date: _____

Name of Contract Owner: _____

Contact Name, Position: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Name of the Consultant: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Ref. #3. Project Title and Location: _____

Project Delivery Method: _____

Project Description/Scope: _____

Original Contract Value: \$ _____ Final Contract Value: \$ _____

Original Planned Completion Date: _____ Actual Completion Date: _____

Name of Contract Owner: _____

Contact Name, Position: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Name of the Consultant: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

**APPENDIX B
SIMILAR OR RELATED PROJECTS CURRENTLY UNDERWAY BY THE LEAD FIRM AS OF DATE OF
SUBMISSION (SAMPLE)**

(If space is insufficient, additional lines or pages may be added, if necessary)

Ref. #1. Project Title and Location: _____

Project Delivery Method: _____

Project Description/Scope: _____

Original Contract Value: \$ _____ Final Contract Value: \$ _____

Planned Completion Date: _____ Estimated Completion Date: _____

Name of Contract Owner: _____

Contact Name, Position: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Name of the Consultant: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Ref. #2. Project Title and Location: _____

Project Delivery Method: _____

Project Description/Scope: _____

Original Contract Value: \$ _____ Final Contract Value: \$ _____

Planned Completion Date: _____ Estimated Completion Date: _____

Name of Contract Owner: _____

Contact Name, Position: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Name of the Consultant: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Ref. #3. Project Title and Location: _____

Project Delivery Method: _____

Project Description/Scope: _____

Original Contract Value: \$ _____ Final Contract Value: \$ _____

Planned Completion Date: _____ Estimated Completion Date: _____

Name of Contract Owner: _____

Contact Name, Position: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____

Name of the Consultant: _____

Bus. Telephone/Fax Numbers: Bus. Phone: _____ Bus. Fax: _____