

REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

Title: PRE-QUALIFICATION OF DESIGN-BUILDERS:

NEW NEWTON COMMUNITY RECREATION CENTRE

Reference No.: 1220-050-2024-006

Design and Construction Services

Issue Date: May 17, 2024

TABLE OF CONTENTS

1.	INIK	ODUCTION	4
	1.1	Purpose	4
	1.2	Eligibility	4
	1.3	Prequalification Process	4
	1.4	Context and Background	5
	1.5	Definitions	5
2.	THE	PROJECT	6
	2.1	Design and Construction of a New Newton Community Recreation Centre	6
	2.2	Project Objectives and Preferred Qualifications	
	2.3	Project Implementation – Progressive Design-Build	
	2.4	Design Vision	
	2.5	Project Status and Timeline	
	2.6	Project Budget	
	2.7	RFP	
	2.8	Anticipated Timetable	
2		·	
3.	3.1	RUCTIONS TO RESPONDENTS	
	3.1	•	
	_	Information Meeting	
	3.3	Closing Date	
	3.4	Inquiries	
	3.5	Addenda	
	3.6	Status Inquiries	
4.		MISSION FORM AND CONTENTS	
	4.1	Relevant Experience	
	4.2	Qualifications and Experience	
	4.3	Form and Contents of Submission	
	4.4	Signature	15
5.	EVAI	LUATION AND SELECTION	16
	5.1	Evaluation Team	16
	5.2	Evaluation Criteria	16
	5.3	Evaluation Process	17
	5.4	Litigation	17
6.	GEN	ERAL CONDITIONS	18
	6.1	No City Obligation	18
	6.2	Respondent's Expenses	
	6.3	No Agreement	
	6.4	Conflict of Interest	
	6.5	Solicitation of City Council Members, and City Staff	
	6.6	Confidentiality	
	6.7	City Disclaimer	
	6.8	Disclaimer	

IEW NEWTON COMMUNITORM OF SUBMISSION		

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 professional design and construction services on a progressive design-build basis through the design and construction of the new Newton Community 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 of Surrey 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. With a diverse population exceeding 500,000 residents, Surrey is the second-largest city in British Columbia and one of the most culturally diverse cities in Canada. 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 ±. Once predominantly agricultural, Surrey's economy has diversified significantly in recent years. It now boasts thriving sectors in technology, health care, education, manufacturing, and retail. The City's strategic location and excellent transportation links make it an attractive destination for businesses.

The City is committed to building energy efficient facilities that are environmentally friendly, safe, accessible and welcoming to people of all abilities, backgrounds and ages.

Surrey's City Centre 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 is renowned for its multiculturalism, with a rich tapestry of ethnic communities contributing to its vibrant cultural scene. The City celebrates this diversity through various festivals, events, and cultural initiatives. Newton is a vibrant and culturally diverse community that is home to the region's largest South Asian community. As of December 31, 2022, it is projected that Surrey's population will be 603,970. Newton population is estimated at about 30% of Surrey's total population making it the largest populated area in Surrey with large number of children, youth seniors, and individuals with disabilities. Newton is bordered by the City of Delta to the west, Mud Bay and South Surrey to the south, 160 Street to the east and the communities of Whalley and Fleetwood to the north.

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) "Evaluation Team" means the team appointed by the City;
- (h) "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;
- (i) "Information Meeting" has the meaning set out in Section 3.2;
- (j) "Phase 2 Design-Build Construction Agreement" has the meaning set out in Section 2.3(b);
- (k) "Pre-Construction Services Agreement" has the meaning set out in Section 2.3(a);
- (I) "Preferred Respondent(s)" means the Respondent(s) selected by the Evaluation Team;
- (m) "**Project**" has the meaning set out in Section 1.1(a);
- (n) "Respondent" means an entity that submits a Submission in response to the RFEOI/SOQ;
- (o) "RFEOI/SOQ" means this Request for Expressions of Interest and Statements of Qualifications;
- (p) "Services" has the meaning set out in Section 2.3(a);
- (q) "Submission" means a submission submitted in response to this RFEOI/SOQ;and
- (r) "Websites" has the meaning set out in Section 3.5.

2. THE PROJECT

2.1 Design and Construction of a New Newton Community Recreation Centre

The current recreation facility in Newton is experiencing high demand for gymnasiums, swimming pool/whirlpool/sauna, aqua fit classes, swimming lessons, multipurpose rooms for preschool classes and middle years, afterschool and camps, fitness classes and weight room, youth spaces. In addition, senior centre is very popular and gets busy during the day with senior socializing and wellness activities as well as food services.

The new Newton Community Recreation Centre will support the current high demand for community services and offer state of the art community hub for Newton residents while reflecting the values, needs, and identity of our community in bringing people together. The new Newton Community Recreation Centre will be a vibrant, inclusive, and accessible facility that will enhance recreation, culture, and library services to the growing Newton community.

The new Newton Community Recreation Centre will be located on the east side of King George Boulevard, south of the existing Newton Arena and next to the Newton Seniors Centre, and near local transit services. See Attachment 1 – New Newton Community Recreation Centre – Proposed Site.

As the community of Newton grows, so too does its need for community services, programs, and social spaces. The City of Surrey has set a goal of maximizing integration and connectivity, resulting in a universally-designed place for everyone to use and enjoy that is flexible and adaptive so it can play an important role in community life and the identity of Newton.

The City is focused on providing great facilities for our residents and looking to provide destinations that will attract people from outside City boundaries. The City would like to create great spaces for residents of all ages to learn, to exercise, and to enjoy a fun and healthy environment.

The new Newton Community Recreation Centre facility will be the largest community centre in the City at approximately 190,000 square feet (17,650 square metres). Potential community services and amenities include:

- two full size gymnasiums, fitness space, weight room, indoor cycling, fitness studio, mat room, licensed preschool and childcare / drop-in childminding, community kitchen, multipurpose rooms, washrooms, change rooms, storage rooms, staff area and welcoming shared social space, café. Common activation space before pay point for dance, open activity for all ages, combination of indoor and outdoor use.
- youth and seniors' spaces.
- outdoor plaza with fitness element, playground area for children and youth, all ages, rubberized walk loop (about 4m wide and about 400m long), and simple and elegant open concept landscape.
- a visual art studio, rehearsal room, and music studio.
- a 50m lap swimming pool, 25m leisure pool, large family hot tub, steam and sauna.
- a 45,000 square feet library that includes silent consultation rooms, computer learning center, library returns and circulation room. The library will feature the latest resources, technology, and flexible spaces for the community to gather, connect and learn. It will include an early learning play area, dedicated youth spaces, quiet and collaborative study areas, and a large collection to meet the needs of the City's diverse community.

The new building will be typology typical of a large community centre. The new facility will include parking to suit the complex, which could be a combination of surface and structured parking along with associated onsite and offsite works and landscape.

2.2 Project Objectives and Preferred Qualifications

In preparation for issuing a request for proposals (RFP) for professional services, the City is looking for Expressions of Interest and Statements of Qualifications with the intent of creating a shortlist of Design-Builders. The Intent is to invite the qualified Design-Builders to submit proposals after review of the submissions.

The Design-Builder's team will consist of, but not limited to, qualified and experienced personnel in construction, architect, aquatic and sports, accessibility, signage and wayfinding, sustainability, CP code, electrical, AV and security, mechanical, energy modeling, envelope, structural, traffic, civil, quantity survey, acoustics, geotechnical, survey, landscape, arborist and other speciality consultants and third parties as required to provide complete and comprehensive progressive Design-Build services throughout the pre-construction and construction phases of the Project.

The submissions will provide the City with evidence that the Design-Builder's team has the expertise and experience to deliver a world class community centre. Other experience and expertise that will be considered an asset:

- Delivery of energy efficient facilities (Passive House, LEED, Net Zero, etc.).
- Delivery of aquatic facilities that have achieved recognition and high certification standards.
- Delivery of high-performance buildings through integration of sustainability objectives and environmental design.
- Urban design, universal design and integration into community.
- Expertise in master planning of recreational and public institution site.
- Expertise in municipal capital projects involving land development process.
- Expertise in working in projects with collaborative methodologies such as designbuild, progressive design-build, IPD, and P3.
- Expertise in working in fast-track projects.
- Expertise in City's zoning and rezoning by laws and permitting process.
- Expertise in innovative public engagement.
- Familiarity with government incentives and grant programs.

2.3 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— In collaboration with the City, the successful proponent will, as the Design-Builder, be invited to enter into a preconstruction services agreement (the "Pre-Construction Services Agreement") to perform pre-construction services (collectively the "Services") that will include:

- (i) project planning and logistics;
- (ii) scope definition;
- (iii) roles and responsibilities;
- (iv) design development;
- (v) survey services;
- (vi) geotechnical services;
- (vii) constructability review and scheduling for the construction of the Project;
- (viii) costing and budgeting;
- (ix) value engineering;
- (x) procurement strategies;
- (xi) engagement of key trades
- (xii) required permits for the full implementation of the Project including but not limited to: Development Permit (DP) and Building permit (BP)
- (xiii) other objectives and tasks as set out in Section 2.2; and
- (xiv) negotiation of a Guaranteed Maximum Price (GMP) that will apply to the Phase 2 Design-Build Contract;

The City intends to use the City's 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.

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 the Project implementation in compliance with the design, specifications and City's requirements as per the agreed on GMP in Phase 1 Pre-Construction Services.

2.4 Design Vision

The new Newton Community Recreation Centre will be expected to be World-class facility, meeting the City's goals under our Sustainability Charter, Wood First Policy and accessibility initiatives. The Sustainability Charter sets out a vision for Surrey as a thriving, green, inclusive city. The new facility will be a reflection of the values, needs and identity

of our community and will be known as an inclusive and universally accessible facility embracing our diverse culture.

Council declared a climate emergency in November 2019 and subsequently adopted new greenhouse gas (GHG) reduction targets in the Official Community Plan. For corporate activities, which this facility would fall under, the City is targeting absolute zero emissions by 2050, and is presently exploring interim targets.

The new Newton Community Recreation Centre 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.

The new Newton Community Recreation Centre will be innovative, architecturally elegant, seemingly integrates with the surrounding 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 new facility will be unique, creating cultural identity and fostering sense of place making Newton Community Recreation Centre the true sport heart of Newton community.

The new facility 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 new Newton Community Recreation Centre 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 Newton community vision and feedback through public consultation the New Newton Community Recreation Centre 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 new Newton Community Recreation Centre and site layout will optimize site usage and reduce impact on the environment and surrounding 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).

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), and design the site to minimize negative ecological impacts and preferably contribute positively to the site's ecological systems and network in line with Surrey's Biodiversity Conservation Strategy.

2.5 **Project Status & Timeline**

The City is in the initiation phase of the Project with the intent to award the Progressive Design-Build Services by Fall/Winter 2024. It is anticipated that the new Newton Community Recreation Centre will be open to the public in 2028/2029.

In the coming few months, City's effort will be focused on completing preliminary site preparation works, establishing new property line for the proposed site and confirming City Engineering and Transportation terms of reference and requirements for the offsite works.

2.6 **Project Budget**

The Project potential construction cost is expected to be around \$240M. The Project allocated construction cost will be determined and finalized during Phase 1 Pre-Construction Services in collaboration with the progressive Design-Builder and the City.

2.7 **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.

2.8 **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	May 16, 2024
RFEOI/SOQ Closing Date	June 26, 2024
Evaluation & Shortlisting of Design-Builders	June 27 to July25, 2024
Selection Notification - Shortlisted	July 26, 2024
RFP Progressive Design-Build	Sept/Oct 2024 (TBC)
RFP Closing Date	Nov 2024 (TBC)
Evaluation & Interviews	Nov/Dec2024 (TBC)
Award of Pre-Construction Services Agreement	Dec 2024 (TBC)
Construction Start	2025/2026
Project Final Completion	2028/2029

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 and the City.

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 June 27, 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 #: 1220-050-2024-006

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.

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, Design-Build, CMAR,
- Experience in projects of a similar scope and budget (previous experience with major public civic facility construction projects related to new build including, recreation and cultural centres, aquatic and sports facilities, libraries etc., that involve municipal permitting and land development requirements);
- projects of similar complexity
- 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:

- Letter of Introduction The letter of introduction should introduce the Respondent's (a) 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;

- A completed Expressions of Interest and Statements of Qualifications statement (c) in the form attached as Attachment 2 – including Appendices A and B;
- (d) A copy of the Respondent's Health, Safety and Environmental Policy;
- (e) Evidence that the Respondent has the bonding capacity to provide a Performance Bond and Labour and Material Payment Bond of at least \$120 million; and
- (f) 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;
- If the Respondent is a partnership or joint venture then the name of the partnership (b) 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 appointed by the City (the "Evaluation Team"), which may consist of one or more persons. 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. The City may accept or reject the Evaluation Team's recommendation.

5.2 **Evaluation Criteria**

The Evaluation Team will compare and evaluate all Submissions to determine each 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 which are not listed in any order or importance.

(a) **Experience, Reputation and Resources**

The Evaluation Team will consider the Respondent's responses to items listed in Attachment 2 – Form of Submission, including Appendices A and B:

Technical (b)

The Evaluation Team will consider the Respondent's responses to items listed in Attachment 2 – 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;
- seek clarification or additional information from any, some, or all Respondents with (b) 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.

GENERAL CONDITIONS 6.

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 However, by its receipt of this RFEOI/SOQ, each accurate and reliable. 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.
- The City may enter into discussions to clarify issues related to any Submission. If (e) 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 - NEW NEWTON COMMUNITY RECREATION CENTRE -**PROPOSED SITE**



New Newton Community Centre Site



Scale: 1:2,540

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





ATTACHMENT 2 – FORM OF SUBMISSION

Notes:

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

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 2 thoroughly.

PRE-QUALIFICATION OF DESIGN-BUILDERS - NEW NEWTON PROJECT TITLE: **COMMUNITY RECREATION CENTRE**

Reference No.: 1220-050-2024-006

Submitted To:

City Representative: Sunny Kaila, Manager, Procurement Services

Email: purchasing@surrey.ca

S	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):				
S	ECTION B. RESPONDENT'S COMPANY PROFILE				
6.	Year Established:				
7.	Form of Business Organization:				

ry, size, services

Experience and Qualifications:

SECTION C.

9. Respondent's relevant experience, qualifications and applicable certifications to perform the Services including any experience and expertise with:

RESPONDENT'S EXPERIENCE, REPUTATION AND RESOURCES

- 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 including, recreation and cultural centres, aquatic and sports facilities, libraries, etc., that involve municipal permitting and land development requirements);
- projects of similar complexity;
- 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:			

10. **Team Organization**

(a) Selecting a design team involves several critical steps to ensure that the team has the right mix of skills, experience and creativity to meet the project's goals and objectives. Respondent to describe strategy and approach for the design-build team formation:

Comments:			

(b) Provide a list and short profile of key personnel and firms who would be involved in the Project. 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.

Example

Name and Title	Area of Responsibility
	Overall Project management
	Strategies & Processes
	Design Management
	Value Engineering
	Quality Control & Quality Assurance
	Costing and Budget Control
	Overall construction management.
	Design assist and engagement of key trades

- (c) Provide A full profile of the Respondent's proposed Project team that includes:
 - Resumes of assigned key individuals involved in the preconstruction and construction phases of the Project including, other major participants as they may apply,
 - Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project.

	developing integrated design and construction schedules for projects of similar scope and complexity.
	Comments:
((e) Respondent should describe the design-build team's past performance in developing and/or managing costs within a GMP.
ſ	<u>Comments</u> :
((f) Respondent should describe the design-build team's past performance working together and/or describe the steps the proposed design-build team has taken in the past to promote integration and collaborative working environment. Include a brief for previously accomplished projects through partnership(s) of the design-build' team.
	<u>Comments</u> :
((g) Respondent should describe how the proposed design-build team will meet the Project's objectives and goals and create a great facility.
	Comments:
<u> </u>	resentative Projects:
	Describe the Respondent's past performance in successfully managing a progressive design build (or similar integrated project delivery method) projects of similar size and budget that includes design and construction:
	(a) List of three most relevant completed projects by you as the lead firm for the past

(d) Respondent should describe its design-build team members past performance in

Identify similar or related projects underway as of date of Submission. Listed in

five (5) years. Listed in Appendix "A". [As attached].

Appendix "B". [As attached].

(b)

RESPONDENT'S TECHNICAL SUBMISSION SECTION D.

Overall Management Approach

- 12. Respondent should describe your overall management approach and methodology that the Respondent would take in performing to a progressive design-build process. In responding to this request Respondents should address, but not limited to the following:
 - (a) What strategies would your design-build team employ to achieve a thorough and clear understanding of the City's goals and objectives?

Comments:	
(b) Provide a narrative that illustrates and understanding of the City's objectives, requirement and Services?	ts
Comments:	

(c) Provide a narrative in the spaces provided below that illustrates the proposed design team's ability to undertake the following project qualifications in a design and construction model:

Description	Narrative
Stakeholder Management	
Environmental Responsibility & Sustainability	
Value Engineering	
Procurement Strategy	
Creativity and Innovation	
Technology	
Design-Assist Philosophy and Engagement of key trades	
Scope & Schedule Management	
Risk Management Strategy	

Identify three (3) key challenges to the Project, and for each challenge identified: 13. propose a strategy to mitigate the potential negative impacts of the challenge; and • identify any unique approaches, strengths, and differentiating resources that would assist a design-build team to implement the strategy and assist the City in achieving its goals. Comments: **GMP Development** 14. Describe your processes and tools for monitoring, reporting and managing cost, including but not limited to: (a) design to budget control and reporting processes; Comments: (b) scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating teams, project, design, construction, and operations management teams to exercise these processes. Comments: **Collaboration and Integration** 15. One of the primary goals for a progressive design-build project is to create a highly functioning, collaborative, and integrated team as early as possible and to incorporate the City's staff, and other key stakeholders as part of that team. .1 Please explain your approach to creating a collaborative environment for a project; .2 Please describe how your design-build team would engage the project stakeholders and

incorporte their input into a progressive design build project; and

	.3 Please provide your approach to conflict resolution between the City and the Design-Builder and among members a design build team.
	<u>Comments</u> :
Des	sign Development and Management (Approach):
16.	Respondent should describe their overall approach to design excellence, design commitment, design development, and management for the Project. Respondent should include a brief narrative of the design management process, QA/QC and the communications between the City, multiple internal and external key stakeholders during this process.
	Comments:
17.	Respondent should identify the challenges in developing the design for this Project and how the Respondent will address those challenges.
	<u>Comments</u> :
18.	Respondent should provide details regarding the tools used in the design process, including (BIM), clash detection and how those tools could assist the Respondent in achieving those goals.
	<u>Comments</u> :
19.	Respondent should describe their approach to value engineering.
	<u>Comments</u> :

<u>Comments</u> :
ct Sequencing and Scheduling:
The construction schedule should meet the City's estimated completion date, promote efficiency, and have the least amount of impact to the City's operations and the Project takeholders as possible:
a) Describe the Respondent's overall approach to scheduling and construction sequencing for the Project. Additionally, should include a description as to how the Respondent will address regulatory and stakeholder approvals.
<u>Comments</u> :
b) Identify the challenges in scheduling the construction for the Project and how the Respondent would address these challenges.
<u>Comments</u> :
c) Provide details regarding the tools used in developing optimal sequencing and coordination of the Design Services and Work and how those tools would assist the Respondent in achieving those goals. Factors to consider here are:
(i) Building Information Modelling (BIM); and(ii) Administration of the consultants, subconsultants and trade contractors.
<u>Comments</u> :

Quality Assurance/Quality Control ("QA/QC"):

22.	Respondent should provide the following information regarding the Respondent's approach on QA/QC. Should include the following information: • The overall approach to both design and construction QA/QC;					
	<u>Comments</u> :					
	• The Respondent's processes and tools to facilitate QA/QC; and					
	<u>Comments</u> :					
	• The Respondent's reporting and functional between the quality management personnel and any proposed design-build team as a whole.					
	Comments:					

SECTION E. ADDITIONAL INFORMATION

Client/Customer References: (Note: List at minimum 3 current/recent (within past 5 23. 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 Name	and	Contact	Phone / Email	Work Description

24. **Financial References:**

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

	Name and Address	Contact Title	Name	and	Contact Email add	Telephone Iress	and
<u>Securi</u>	ity Clearances/Background Ch	ecks:					
25. Describe your process for performing/updating background checks/security personnel and sub-contractors):						curity clearand	ces for
	Comments:						
26.	Conflict of Interest: – check as applicable						
☐ To the best of our knowledge, upon undertaking appropriate in diligence, we are not aware of any employees or persons who may project, being "Associates" of the City, City of Surrey, employees of						be involved in	
	☐ 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).						
27. C	Other Information: Respondent	's insights,	commen	ts and	recommen	dations:	
	Comments:						
This Su	ubmission is submitted this	day of _				_, 2024.	
I/We have the authority to bind the Respondent.							

(Name of Respondent)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Name of Respondent)

(Signature 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	າ:	
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		
Name of the Consultant:		
Bus. Telephone		
Ref. #2. Project Title and Location	ı:	
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 Name of the Consultant:		
Bus. Telephone		
Ref. #3. Project Title and Location	n:	
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		
Name of the Consultant:		
Bus. Telephone		

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		
Name of the Consultant:		
Bus. Telephone		
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		
Name of the Consultant:		
Bus. Telephone		
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		
Name of the Consultant:		
Bus. Telephone		