



## **REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS**

**Title: PRE-QUALIFICATION OF DESIGN-BUILDERS:  
1001 STEPS RESTORATION**

**Reference No.: 1220-050-2024-014**

(Construction Services)

**Issue Date: July 25, 2024**

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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/statements of qualifications (the “**RFEOI/SOQ**”) is to:

- (a) invite submissions (the “**Submission**”) from respondents (the “**Respondent**”) that describe the desire, relevant expertise, capability, qualifications, reputation and resources of the Respondent to participate in the project as generally set out in Schedule A – Scope of Services; and
- (b) to select a Respondent or Respondents who may be invited to participate in the next stage of the competitive selection process, the Request For Proposals (the “**RFP**”) stage, when called.

This RFEOI/SOQ is not a solicitation of proposals; rather it is a non-binding invitation to qualified Respondents to make themselves known to the City by providing information and by demonstrating to the City their relevant expertise, capability, experience and capacity.

### 1.2 Background

1001 Steps, in the Ocean Park community of South Surrey, is an active pedestrian access point to the ocean foreshore from 15A Avenue. The stairs were originally built in the late 1980’s to provide locals and visitors an opportunity to access Boundary Bay from the western escarpment of the Semiahmoo peninsula.

Although public parking is limited to the neighbouring community the stairs have proven to be very popular with beach explorers, walkers and those looking for challenging exercise. The park is set in dense west coast forest with heavy undergrowth. The stairs terminate into Burlington Northern Santa Fa (BNSF) right-of-way with a trail leading to a railway underpass and onto the rugged rocky beach.

The current stair system was constructed utilizing pressure treated SPF timber and plank and set on concrete piers. Due to the heavy undergrowth and proximity to the ocean the stairs rarely get a chance to dry out. This has made maintenance a challenge and added to the accelerated decay of the structure.

A condition assessment, geotechnical investigation, and environmental impact assessment were completed in early 2021. Reports are attached for information.

### 1.3 Definitions

- (a) "City" means the City of Surrey;
- (b) “City Representative” has the meaning set out in section 3.4;
- (c) “City Website” means [www.surrey.ca](http://www.surrey.ca);

- (d) "Date" has the meaning set out in section 3.3;
- (e) "Design-Build Stipulated Price Contract" means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is the Canadian Construction Documents Committee (CCDC) standard contract form for design-build: CCDC 14 – 2013 as amended by the City of Surrey, Supplemental General Conditions;
- (f) "Evaluation Team" means the team appointed by the City;
- (g) "Information Meeting" has the meaning set out in section 3.2;
- (h) "Respondents" (individually the "Respondent") means someone who makes a Submission in response to the RFEOI/SOQ issued by the City;
- (i) "RFEOI/SOQ" means this Request for Expressions of Interest/Statements of Qualifications; and
- (j) "Submission" means each and all of the items set out in Section 5 hereof, or any combination thereof which are submitted by the Respondents after receiving this RFEOI/SOQ.

## **2 PROJECT DEFINITION**

### **2.1 Project Overview**

This project will include the removal and disposition of the existing stair/landing super structure and the design and construction of a new stair system including new foundations. The new stair system will be constructed in the same general alignment as the existing stairs. Minor field-fit adjustments of alignment and configuration are anticipated to achieve desired outcomes and improving the long-term sustainability of the new stairs.

The intent of this replacement project is to construct a galvanized steel and pressure treated wood stair system. Elevating the stairs and landings above the ground cover to maintain constant air flow for quick drying and ease of maintenance.

The demolition and construction methods and materials must minimize environmental impact and disturbance to the slope. The use of helical pile technology will be preferred for the new stair system foundation.

All works associated with the new construction must be inspected and certified by registered professional engineers. Upon completion, a certified as-built record will be provided to the City.

The selected proponent will provide all materials, labour, equipment, and professional services related to the removal and replacement of an outdoor stair system on steep slope terrain with significant access constraints.

Construction will not be subject to Building Permit, however, shall conform to BCBC2024.

## 2.2 Preliminary City Requirements

The successful proponent team should have professional design and construction expertise in projects of similar nature and scale and represent the following disciplines;

- Structural Engineering
- Geotechnical Engineering
- Design-Build Construction

## 2.3 Advance Work by the City

The City has completed preliminary reports which will be provided during the subsequent RFP stage. Partial extracts have been provided in Attachment 1 – Preliminary Reports Extracts.

- Preliminary Geotechnical Reports
- Environmental Impact Study
- Condition Assessment Report

## 2.4 Preliminary Project Timeline

<b>ACTIVITY</b>	<b>DATE</b>
RFEOI Issue date	July 25, 2024
RFEOI preferred date for submissions	Aug 7, 2024
RFP Issued to preferred respondents	Aug 12, 2024
RFP Closing Date	Sept 4, 2024
Council Award of Contract	Sept 23, 2024
Project startup	Oct 14, 2024
Completion of Construction	Feb 28, 2025

*\*Timeline subject to change at the discretion of the City.*

## 2.5 Estimated Project Budget

The all-inclusive budget for this project is \$750,000, which includes but is not limited to all soft costs associated with design and engineering, as well as all hard costs related to demolition and construction costs, and including contingencies.

## 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](mailto:purchasing@surrey.ca)

The City will confirm receipt of emails. Submissions that cannot be opened or viewed may be rejected. A Respondent bears all risk that the City's receiving computer 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 RFEI/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 RFEI/SOQ a meeting has not been scheduled.

### 3.3 Date

The City would prefer to receive Submissions on or before August 7, 2024 (the "**Date**").

### 3.4 Inquiries

All inquiries related to this RFEI/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](mailto:purchasing@surrey.ca)

Reference No.: 1220-050-2024-014

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 RFEI/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 RFEI/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 RFEI/SOQ nor be relied upon by any Respondent.

### 3.5 Addenda

If the City determines that an amendment is required to this RFEI/SOQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the City Website at [www.surrey.ca](http://www.surrey.ca) (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFEI/SOQ. It is the responsibility of Respondents to check the Websites for addenda. The only way this RFEI/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 RFEI/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 RFEI/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 COMPETITIVE SELECTION PROCESS**

This section describes the process that the City intends to use in the selection of a Preferred Proponent and the execution of the Design-Build Agreement. The anticipated competitive selection process includes two stages: (a) the RFEOI/SOQ stage and (b) the RFP stage, which includes a contract award.

### **4.1 RFEOI/SOQ Stage**

The City anticipates that it will select a shortlist of Respondents, which the City anticipates will be no more than three qualified Respondent teams to be Proponents, that will be invited to continue in the RFP.

### **4.2 RFP Stage**

The City's objective of the RFP stage is to select the Preferred Proponent with whom the City may enter into the Design-Build Stipulated Price Contract.

### **4.3 Compensation for Participation in the Competitive Selection Process**

The City will not provide any compensation to Respondents for participating in the RFEOI/SOQ stage of the Competitive Selection Process.

## **5 CONTENTS OF SUBMISSION**

Respondents are expected to include, as a minimum, the information below in their Submission. Respondents are encouraged to respond to the items listed below in the order listed.

### **5.1 Statements of Qualifications**

Due to the nature of the proposed project, the construction manager's experience should include examples of successful projects which required similar types of construction projects as described herein producing superior quality within the time and pricing constraints. The management team, and its key personnel 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.

- (a) A letter of introduction, including firm name and address of the Respondent and details of potential partnership and business agreements contemplated for the project. No changes, substitutions or assignments of partnerships or project team members will be considered after closing Date unless identified in the submission to the RFEOI/SOQ or approved by the City;

- (b) List and short profile of possible team members (role, qualifications, related experience) and other possible firms. CVs are not required. Please note the RFP will provide more detail about the expertise that will be expected. At this stage, the City is interested in understanding more about lead firms and their proposed partners that may be drawn upon to deliver this type of project. Recognizing that the expertise in certain specialties of design/build of forest pathway/boardwalks may be limited, there may be overlap in team composition amongst project teams;
- (c) A portfolio of comparable project(s) of a similar scope and budget is required. For each project listed include:
  - an overview of the project team;
  - photographs;
  - project data: densities, unit size and phasing;
  - partnership arrangements;
  - gross value of project;
  - briefly describe the public consultation process if any undertaken;
  - build-out timing; and
  - a description of the project's success in relation to its original objectives
- (d) General overview of the lead firm's approach to architectural design;
- (e) References (project, client name and contact information only);
- (f) Overview of corporate commitment to sustainability;
- (g) Health Safety and Environment Policy(ies) - Submit a copy of your firm's Health, Safety and Environmental Policy;
- (h) Quality Assurance and Quality Control - Submit a copy of your firm's Quality Assurance and Quality Control procedures and details;
- (i) Provide a current Worksafe BC Clearance Certificate;
- (j) Financial – Provide a letter from you financial institution regarding the general financial position including a named reference and contact information; and
- (k) The City seeks to achieve the best possible outcome for the project and invites Respondents to include commentaries on the opportunities and challenges related to the project. Respondents should include any constraints the City should be aware of concerning the project.

## **5.2 Signature**

The legal name of the person or firm submitting the Submission should be inserted in the Submission. 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.

## **6 EVALUATION AND SELECTION**

### **6.1 Evaluation Team**

The evaluation of Submissions will be undertaken on behalf of the City by an 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 Preferred Respondents to the City. Such discussions will not in any way create a binding contract between the City and any such Respondents.

The City will make the final decision regarding any Respondent or terminate the RFEOI/SOQ process at its sole discretion. The City will then advise all Respondents and the selected Respondents in writing of the City's decision.

### **6.2 Evaluation Criteria**

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

- (a) Respondent's ability to meet the requirements set out in this RFEOI/SOQ;
- (b) Respondent's business and technical reputation and capabilities and experience of its personnel and project team;
- (c) Respondent's business experience and expertise in developing properties to high architectural, environmental, social and economically sustainable standards;
- (d) Respondent's vision for the Project; and
- (e) Respondent's financial capability to undertake the Project and to maximize the benefit to the City and delivering a better product at lowest cost.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the 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 Submissions 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 the RFEOI/SOQ.

### **6.3 Evaluation Process**

To assist in evaluation of the 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 a detailed evaluation of all Submission 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 Respondent, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Respondent.

### **6.4 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 officers or directors 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.

## **6.5 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Respondent with respect to any RFEOI/SOQ, and the Evaluation Team may make such requests to only selected Respondents. The Evaluation Team may consider such clarifications or additional information in evaluating a Submission.

## **6.6 Interviews**

The Evaluation Team may, at its discretion, invite some of all of the Respondents to appear before the Evaluation Team to provide clarifications of their Submissions. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Submissions.

# **7 GENERAL CONDITIONS**

## **7.1 No City Obligation**

This RFEOI/SOQ is simply an invitation for Submissions for the convenience of all parties. This RFEOI/SOQ 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 to 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.

## **7.2 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 and consultants, 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.

## **7.3 No Contract**

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.

#### **7.4 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.

#### **7.5 Solicitation of Council Members, City Staff and City Consultants**

Respondents and their agents will not contact any member of the City Council, 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.

#### **7.6 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.

### **8 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 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, and/or otherwise 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. The City has not engaged a real estate agent or broker in respect of the Project. The City shall not be responsible for the payment of any fees, commissions or expenses claimed by any third party unless previously agreed to in writing.
- (g) By submitting an offer 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 process.

**9 DISCLAIMER**

Notwithstanding anything contained herein, the Respondent agrees that he 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.

**Attachment 1 - Preliminary Reports Extracts**



**Photo 1 – View from bottom**



**Photo 2 – View halfway up stairs**



**Photo 7 – Typical concrete foundation**



**Photo 8 – Foundations under landing**



Photo 33 – Minor landslide North of stairs



Photo 34 – Soil pushed against railing



Photo 35 – Braces between stairs sections



Photo 36 – Braces between stairs sections



## Stairway Map & Test Hole Locations

(prepared by Promatech Consultants Inc)



Test Pit	Depth (ft/in)	Sample	Sample Depth	Moisture Content	Soil Description
TP1 (bottom of slope)	0" to 1'6"	S1	1'6"	14 %	Dark brown sandy top soil – loose, moist
	1'6" to 3'9"	S2	3'9"	15 %	Greyish native fine sandy silt with trace of gravel - stiff
	3'9" to 5'2"	S3	5'2"	19 %	Grey silty fine sand with some compact gravel – very dense
	5'2" to 5'6"	S4	5'4"	16 %	increasing sand and gravel with depth
	<b>TD 5'6"</b>				
TP2	0' to 2'				Dark brown sandy top soil - loose
	2' to 3'3"				Transitional grey fine silty sand – compact to dense
	3'3" 6'6"				Very moist grey silty sand with some trace gravel and cobble – compact to dense
	6'6" to 7'1"				Dry grey silty sand – very dense
	<b>TD 7'1"</b>				
TP3	0" to 2"				Dark brown sandy top soil - loose
	2" to 1'4"				Brownish-grey fine sand with some silt – medium dense
	1'4" to 3'4"				Grey fine sand - dense
	3'4" to 9'				Very moist grey fine silty sand – dense
	9' to 9'5"				Dry grey fine silty sand - very dense
	<b>TD 9'5"</b>				
TP4	0" to 2"				Dark brown sandy top soil, loose
	2" to 3'				Grey fine sandy silt/silty sand with trace gravel - dense
	3' to 7'9'				Grey silty sand/sandy silt no grave or cobble – dense, moist
	7'9" to 8'2"				Moist grey silty sand/sandy gravel – very dense
	<b>TD 8'2"</b>				

### 3.3 VALUES COMPONENTS AND EFFECTS LIKELY INTERACTIONS

Potential Interactions between VCs and project effects are presented in Table 2.

**Table 2. VC and effects interaction matrix**

VC	Demolition	Vegetation Clearing	Construction Activity
Wildlife and Wildlife Habitat	low	low	low
Soils	moderate	low	moderate
Forest Health	low	low	low
Boundary Bay Foreshore	none	none	none
Burlington Northern Santa Fe Right-of-Way	none	none	none

### 3.4 DISCUSSION

Impacts to wildlife and wildlife habitat, forest health, the Boundary Bay foreshore, and the Burlington Northern Santa Fe right-of-way are low to nonexistent. Primarily this is because forest quality and wildlife habitat is currently poor, and the foreshore and rail line are not reasonably at risk due to the kind of activities envisioned for this project. However, the soils present are at risk for erosion, so there is a moderate risk of negative effect due to demolition and construction.

In order that the interaction predictions are realized, the following mitigation measures must be followed:

- Demolition and construction will only occur during reasonable hours (8 am to 6 pm) in order to minimize disruptive noise to the neighborhood and wildlife.
- No trees shall be felled for the project. If the project route is altered from the current staircase right-of-way, then pre-falling nesting surveys must be carried out by a qualified person.