

**CITY OF CHILLIWACK**



**CITY OF  
CHILLIWACK**

**REQUEST FOR EXPRESSION OF INTEREST  
(RFEI)**

**LUCKAKUCK WORKS YARD PROJECT**

January 14, 2013

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# Overview & Objectives

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## 1.1 STATEMENT OF OPPORTUNITY

To meet the needs of a growing community, the need for larger Public Works Facility for the City of Chilliwack has been identified. To fulfill this need the City of Chilliwack (City) is seeking Expressions of Interest (EI) from qualified Proponents to re-purpose and make additions to an existing building on a site owned by the City and located at 44390 Luckakuck Way, Chilliwack, B.C. (see Appendix E). This Project will include the renovation of the existing 1800 sq. m. building, a 1250 sq. m. addition to this building, and a new 560 sq. m. storage building located near the existing building. This Request for Expressions of Interest (RFEI) outlines the opportunity for interested parties and is intended to identify qualified Respondents who have the resources and skills to successfully deliver the Project.

The purpose for this RFEI is to select up to three Respondents who, at the Request for Proposals (RFP) stage, will submit detailed technical and financial Proposals for the design and construction of the Project.

This RFEI identifies issues that will be addressed in more detail in the RFP document. The purpose of providing this level of detail at the RFEI stage is to ensure that proponents seeking to be short-listed by the City are fully aware of the complexity of the Project, and the assignment of risks and responsibilities that will be made by the City.

## 1.2 BACKGROUND

The City of Chilliwack is a growing community with a population nearing 85,000 residents and an economic and social catchment area closer to 105,000 people. This growth along with the greater expectations of residents as they relate to civic services has prompted the City to ensure that the appropriate infrastructure is in place and in the correct location to best serve the City's residents. The relocation of the City's Public Works and Utilities Departments to this new location provides for a larger site in a more central location to better serve Chilliwack's residents.

## 1.3 PROJECT OBJECTIVES

The key Project objectives are to provide the community with a facility which will:

- Provide a site of a size to meet the needs of the future;
- Locate the site in a central location and on a main artery to equalize travel distances and reduce travel times;
- Provide an efficient building layout and design to provide best possible service to the community;
- Provide a safe, organized, efficient workplace promoting staff well-being and effectiveness.

# Project Information

## 2.1 PROJECT SCOPE

The Project is comprised of the renovation and interior finishing of an existing building shell of 1800 sq. m., the renovation and finishing of a second floor space of 385 sq. m., an addition to this building of 1250 sq. m., and a new building of 560 sq. m.

- Renovation of an existing building shell to provide:
  - Offices
  - Clerical spaces
  - Change/locker rooms
  - Warehouse space
  - Vehicle storage bays
  - Additional mezzanine area
- New building addition to include:
  - Vehicle maintenance and repair bays
  - Tool storage rooms
- New building to include storage bays

The City has undertaken the conceptual planning of the Project. Those plans can be found in Appendix F of this RFEI.

## 2.2 SITE ISSUES

Any soils investigation, legal compilation, as-built information, preliminary engineering design and survey information that have been completed will be available with the release of Stage 2 – Request for Proposal.

## 2.3 RISK ALLOCATION

The following table summarizes the anticipated allocation of the Project risks between the City and the Contractor, which may be further clarified at the RFP stage:

Risks / Ownership	City	Contractor
<b><i>Site and Land</i></b>		
▪ Availability of the site for construction	✓	
▪ Environmental contamination of site risk (before construction)	✓	
▪ Site geotechnical conditions		✓
▪ Demolition, site clearing and diversion/ relocation of all utilities		✓
<b><i>Project Design</i></b>		
▪ Planning and Development of the Site		✓
▪ Supplied data (sufficiency, interpretation by Contractor)	✓	✓
▪ Geotechnical investigation		✓
▪ Detailed Design		✓
▪ Design error		✓
▪ Utilities and associated conflicts		✓

# Project Information

<b>Risks / Ownership</b>	<b>City</b>	<b>Contractor</b>
▪ Changed conditions		✓
▪ Patent infringement		✓
<b><i>Project Administration</i></b>		
▪ Construction permits		✓
▪ Insurance/Surety		✓
▪ Quality Management / Quality Assurance / Safety		✓
▪ Public communications		✓
▪ Ability to achieve Project parameters		✓
▪ Contractor insolvency		✓
▪ Delays by City of Chilliwack	✓	
▪ Force majeure		✓
▪ Project acceptance	✓	✓
<b><i>Site / Construction</i></b>		
▪ Environmental contamination of site during construction		✓
▪ Procurement and construction		✓
▪ Construction Inspections / Quality control / Safety		✓
▪ Workers' Compensation Board issues		✓
▪ Commissioning		✓
▪ Weather		✓
▪ Fire		✓
▪ Vandalism		✓
▪ Damage to works		✓
▪ Damage / injury to 3 <sup>rd</sup> parties		✓
▪ Defective works and materials		✓
▪ Maintenance during possession of Site		✓

## 2.4 PROJECT SCHEDULE

The schedule for the Project is as follows:

### ***Stage 1***

Release Expressions of Interest  
 Expressions of Interest Closing - **3:00 p.m.**  
 Notification of 3 Respondents selected for Stage 2

**Monday, January 14, 2013**  
**Friday, February 8, 2013**  
**Wednesday, February 20, 2013**

### ***Stage 2***

Issue RFP's to Proponents for Stage 2  
 Request for Proposal Closing - **3:00 p.m.**  
 Proposal Acceptance (subject to change)  
 Substantial performance of the Project

**Monday February 25, 2013**  
**Wednesday, April 17, 2013**  
**Tuesday, May 7, 2013**  
**December 31, 2013**

The City reserves the right to modify any and all dates at its sole discretion.

# Project Information

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## 2.5 CONSULTANTS RETAINED BY THE CITY

At this stage, the City of Chilliwack has elected to retain design consultants directly to provide information and expertise in the various phases of this Project. They will be paid directly by the City and will report to the City. Initially they will provide assistance in the development of the RFEI, evaluation of the RFEI, development of the RFP, evaluation of the RFP and during the negotiation phase of the procurement process. These consultants and other consultants the City may deem necessary will provide expertise to the City as it relates to the final design, construction, commissioning and final acceptance of the Project. These consultants will not be eligible to participate on any Proponent's team.

Space Planning – Rusty's Design Services, Chilliwack, B.C.  
Structural Engineering – Krahn Engineering Ltd., Abbotsford, B.C.

# Instructions to Respondents

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## **3.1 PURPOSE AND ELIGIBILITY**

The purpose of this RFEI is to solicit EIs from Respondents leading to the selection of up to three Proponents to prepare detailed technical and financial Proposals for the Project as described in this RFEI.

The Proponent judged to have the best overall Proposal (Preferred Proponent) will be selected to enter into negotiations leading to an Agreement with the City. If negotiations are unsuccessful, the next highest rated Proponent would be deemed to be the Preferred Proponent and negotiations may be commenced. The City may also terminate the process, rather than move to the next highest rated proponent.

Only those EIs which demonstrate that they have the technical and management expertise, understanding of the project, and the financial resources to participate in the design and construction of a project of this scope will be short-listed.

This is a Request for Expressions of Interests and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the City by this RFEI, or any mandatory language or any clauses reserving rights to the City, or by the submission of any EI, or by consideration of or failure or refusal to consider any EI by the City.

All costs incurred by Respondents in responding to this RFEI are solely to the Respondents' account. Under no circumstances, including the cancellation of this RFEI and/or the decision not to proceed with the RFP process, will the City be liable for any costs incurred by Respondents; furthermore, in no way will this document suggest or constitute a contractual arrangement between the Respondents and the City.

## **3.2 RECEIPT OF COMPLETE RFEI**

It is the Respondent's responsibility to ensure that the Respondent has received a complete RFEI as listed in the Table of Contents. The submission of an Expression of Interest constitutes representation by a Respondent that it has verified receipt of a complete RFEI including any and all Addenda. Each and every EI will be deemed to be made on the basis of the entire RFEI, including any and all Addenda issued prior to the Closing Time.

## **3.3 RESPONDENT'S CLARIFICATION**

The Respondent must review the entire RFEI prior to submitting their EI. Any requests for clarification of issues related to the RFEI must be transmitted in writing to the City's Representative. Unless otherwise expressly permitted by the City's Representative, in writing, requests for clarification of the subject matter of this RFEI must be transmitted in writing to the City's Representative no later than ten (10) days before the Closing Time.

The City's Representative will distribute copies of all RFEI clarification requests and the corresponding submissions to such requests to all Respondents with the exception of issues raised at commercial in confidence meetings.

# Instructions to Respondents

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Information given orally or in writing by anyone other than the City's Representative must not be relied upon for any purposes associated with this Project, will not be binding on the City, and will not be considered in any form or manner in the evaluation of the EI.

By submitting an EI, the Respondent indicates acceptance of the entire RFEI and waives any further right to rectify, clarify, or qualify any aspect of the RFEI.

## **3.4 ADDENDA**

Written Addenda are the only means of changing, amending or correcting this RFEI. The City's Representative may change, amend or correct this RFEI by issuing an Addendum to each Respondent. No employee or agent of the City, other than the City's Representative, is authorized to change, amend or correct the RFEI or issue any Addenda.

Information pertaining to this RFEI that is offered by or obtained from sources other than the City's Representative is not official, may be inaccurate, and must not be relied upon in any way by any Respondent for any purpose associated with this RFEI.

## **3.5 RESPONDENT'S INVESTIGATION**

By submitting an EI, a Respondent is deemed to have:

- Investigated and satisfied itself of every condition affecting the Project, including but not limited to the proposed site conditions, labour supply conditions, and resources to be provided; and
- Based its investigation on its own examination, knowledge, information, and judgement, and not upon any statement, representation, or information made or given by or on behalf of the City other than information contained in this RFEI.

## **3.6 CONFIDENTIALITY**

All documents and other records in the custody of or under the control of the City are subject to the *Freedom of Information and Protection of Privacy Act* and other applicable legislation. Except as expressly stated in this RFEI and subject to this Act or other applicable legislation, all documents and other records submitted in response to this RFEI will be considered confidential. In general, EIs will be publicly received but not publicly opened.

Subject always to the overriding requirements of the previous paragraph, it is the City's intention that information provided by Respondents in the RFEI process will remain the exclusive property of the Respondents. Ownership of information and intellectual property provided by the Proponents in the subsequent RFP process will remain the exclusive property of the Proponents, except that the City reserves the right to use such information and intellectual property provided by the successful Proponent for its sole use in developing this Project only.

The City will keep the information of the unsuccessful Proponents strictly confidential and will not, directly or indirectly, disclose the information to anyone except the Evaluation Team members who have been advised, in writing by the City, of the confidentiality obligations of the



# Instructions to Respondents

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City, or to a request under the *Freedom of Information and Protection of Privacy Act*, or for any legal obligation.

The City will not copy the information by any means whatsoever, except as required to members of the Evaluation Team who will use the information solely for the Project. The City will, at the request of the unsuccessful Proponent(s), return the unsuccessful Proponent's Submission(s) upon completion of the RFP process.

The City will also keep strictly confidential, all discussions between the Proponent and the City regarding the Project as well as the fact that the Proponent and the City are engaging in such discussions, unless required to make such a disclosure by City Council acting in its full and unfettered discretion, or by the requirements of applicable legislation. The City will instruct its personnel not to disclose any information to a third party or to City staff other than the Evaluation Team members.

## **3.7 TERMS AND CONDITIONS**

This RFEI and the RFEI responses do not create a tender process. This RFEI is not an invitation for an offer to contract and it is not an offer to contract made by the City. By this RFEI, the City intends to reserve unto itself absolute and unfettered discretion to invite EI's, consider and analyze EI's, select the short-listed Proponents who will be invited to prepare a detailed Proposal, and attempt to negotiate an agreement with the Preferred Proponent as the City considers desirable.

Without limiting the generality of the foregoing, the City reserves the right to:

- Require clarification where the EI is unclear;
- Reject any or all EI's without any obligation, or any compensation or reimbursement to the Respondents;
- Not issue an RFP;
- Request additional information on any EI;
- Reject any EI that is not in the best interests of the City; and
- Re-advertise for new EI's or call for tenders for this work or for work of a similar nature.

By submission of its EI, the Respondent acknowledges and agrees it is not aware of:

- Any decision, action or omission by the City;
- Any error, omission, inconsistency or ambiguity in the RFEI;
- Any conflict of interest, real, potential or perceived;
- Any issue related to the RFEI process, evaluation criteria, or selection process as set out in the RFEI, or related to any other EI

that may give rise to claim or potential of unfairness or a dispute.

Wherever this RFEI creates a power or obligation of the City to make a decision or to exercise any contractual right or remedy, the City may do so in its absolute and unfettered discretion to

# Instructions to Respondents

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do anything else, and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, has any application.

Each Respondent is solely responsible for examining all of the RFEI documents, including all addenda and for independently informing itself with respect to any and all information contained in the RFEI documents, or any other documents and any and all conditions which may in any way affect the EI.

All EIs are prepared by and at the expense of each Respondent. The City is not responsible in any respect for any expenses, damage, loss or liability incurred by a Respondent, or for any plans, drawings, specifications, studies or analyses prepared by or for a Respondent in the preparation of its EI. The intent of this section is to place on each Respondent the sole risk and liability for any expense, damage, loss or liability incurred or borne by the Respondent in connection with its consideration of any EI, including the preparation of its EI. Without limiting the generality of the foregoing, the City is not liable for any information they provide and do not represent or warrant its accuracy or completeness. The City will not accept any liability arising from investigations or other work done or not done by a Respondent in preparing its EI.

The City's receipt or discussion of any information (including information obtained in any EI, ideas, models, drawings, or other materials communicated or exhibited by any Respondent or on its behalf) from the Respondent shall not impose any obligations whatsoever on the City.

There is no guarantee by the City, its agents or representatives that:

- The process by issuance of this RFEI of acquiring the Project from the private sector will continue; or
- As a result of this RFEI process, the City will enter into an agreement(s) for the Project.

The City and its respective members, agents, employees, and elected representatives shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent(s) prior to, subsequent to, or by reason of the acceptance or the non-acceptance by the City of any EI, or by reason of any delay in selecting the short-listed Proponents or the Preferred Proponent.

## 3.8 CONFLICT OF INTEREST

Respondent's Team members are required to disclose any conflict of interest, real, potential or perceived, which exists now or in the Respondent's reasonable opinion, may exist in the future by completing the Declaration Letter in **Appendix B**.

If a Respondent has any doubts as to whether or not a conflict exists, it should contact the City's Representative to request approval. All inquiries of this nature will be treated as confidential. Prime Members of Respondent's Teams are only permitted to be participants on one Respondent's Team.

## 3.9 NO LOBBYING

Respondents, any member of a Respondent or Respondent's consortium will not engage in any form of political or other lobbying whatsoever with respect to the Project or to influence the

# Instructions to Respondents

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outcome of the procurement process. In the event of any such lobbying or communications, the City, at its sole and absolute discretion, may at any time, but not be required to, reject any EI submitted by that Respondent without further consideration and either terminate that Respondent's right to continue participating in the RFEI stage and subsequent stages of the procurement process, or impose such conditions on that Respondent's continued participation in the procurement stage as the City, at its sole discretion, may consider in the public interest or otherwise appropriate.

## **3.10 CHANGES IN THE RESPONDENT'S TEAM**

Key personnel identified in the RFEI cannot be substituted at any time during the RFEI and RFP process. Should there be any substantive change to the Respondent make up, or any changes to key personnel, the Respondent's submission will be re-evaluated to assess the impact of the change.

If there is an addition, deletion, or change in the make-up of the Respondent's Team with regard to Prime Members, Team Members, a change of effective control in any Team Member, or change in key project personnel (other than the Project Manager) identified in an EI after the EI has been submitted, the Respondent must notify the City's Representative in writing within five working days of any such change. The City reserves the right to disqualify a Respondent if, in its sole opinion, the change negatively affects the ability of the Respondent to carry out the Project.

## **3.11 COMMERCIAL IN CONFIDENCE MEETING(S)**

All Respondents may request, in writing, commercial in confidence meeting(s) for the purpose of discussing in private the viability of their EI with the City prior to its submission, and for the purpose of discussing any other commercially sensitive issues relating to the EI. Respondents are encouraged to submit written questions to the City's Representative at least 3 days in advance of the scheduled commercial in confidence meeting(s). These questions should be clearly marked "Commercial in Confidence", and will not be distributed to all Respondents. Minutes of any commercial in confidence meeting(s) will not be distributed. The City reserves the right to issue Addenda to all Respondents if information received during a commercial in confidence meeting in any way materially changes the conditions of the Project.

Commercial in confidence meetings will be held at the sole discretion of the City.

# Submission Requirements

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## 4.1 BASIC REQUIREMENTS

EIs should include all of the information requested in this RFEI and all declarations in the forms provided in the Appendices, signed by an authorized representative of the Respondent. Respondents are encouraged to follow the format outlined in **Appendix A** entitled "EI Outline". If the Respondent is a partnership or joint venture, each partner or joint venturer of the partnership or joint venture as the case may be, agrees to be held jointly and severally liable for any and all duties and obligations of the Contractor defined in the Agreement with the City. The Respondent must agree to comply with the conditions set out in this RFEI. Incomplete EIs may be disqualified.

## 4.2 CONTACT PERSON

The authorized City's Representative for this RFEI is:

Eric F. Dyck, Project Manager  
City of Chilliwack, 8550 Young Road, Chilliwack, B.C. V2P 8A4  
Telephone: 604-793-2739 Email: [dyck@chilliwack.com](mailto:dyck@chilliwack.com)

Respondents may make verbal enquiries of City staff members or representatives. However, information given orally by the City, whether by elected officials, staff members or representatives, will not be binding on the City and will not be considered in any form or manner in the evaluation of EIs.

## 4.3 DELIVERY OF EIs

Respondents should submit five (5) bound copies, one (1) unbound copy and one (1) complete electronic file copy (PDF in one file) of the EI to the City of Chilliwack at the Main Reception Desk no later than:

**3:00 p.m. local time on Friday, February 8<sup>th</sup>, 2013**

The Respondent must ensure that a complete, clearly labeled and securely sealed EI is received at the Closing Location by the Closing Time. The City will assume no responsibility for timely receipt of any EI. Each Respondent must ensure its EI is clearly marked on the outside along with the Respondent's name and address. Each EI must be submitted to the City in a sealed package clearly addressed as follows:

***"Expression of Interest: "Luckakuck Works Yard" Project***

ATTENTION: Karla Graham, City Clerk  
City of Chilliwack - Main Reception Desk  
8550 Young Road, Chilliwack, B.C. V2P 8A4

**CONFIDENTIAL - DO NOT OPEN**

It is the Respondent's sole responsibility to ensure its EI is received on time. Late EIs will be returned unopened. The clock at the main reception desk is designated as the official clock for the receipt of EIs by which the Closing Time will be established.

# Submission Requirements

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## 4.4 PROJECT SECURITY

The cost for the Project is estimated to be in the order of **\$5,500,000.00**. Prior to commencement of work on the Project the Contractor must provide Performance and Labour and Material Payment Bonds each in an amount not less than fifty percent (50%) of the value of construction, or an Irrevocable letter of Credit in the amount of ten (10%) of the value of construction. Acceptable evidence of the Respondent's ability to provide project security is indicated in **Appendix C**.

## 4.5 PROJECT INSURANCE

The Respondent is to provide evidence that it has the ability to secure appropriate insurance coverage. **Appendix A** outlines further EI details and **Appendix D** provides the insurance specifications.

# Evaluation

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## 5.1 EVALUATION PROCESS AND CRITERIA

The Evaluation Team will evaluate the EI submissions and short-list up to three Proponents for the RFP stage. To assist in the evaluation of the EI, the City reserves the right to choose one or all Respondents to present their EI to the Evaluation Team.

The evaluation of the EIs will be based solely on the contents of the EIs, reference checks, Respondent presentations, the City's past experience with the Respondent, and any clarifications provided in writing in response to the questions asked by the City's Representative.

No assumptions should be made that the Evaluation Team has any information regarding the Respondent or its Team Members, or their experience, expertise and performance on other projects, other than through the documentation and responses submitted by the Respondent in response to this RFEI.

### Criteria:

Expressions of Interest will be evaluated using two different types of criteria:

**Pass/Fail:** EIs that do not meet the requirements of any of these criteria will be subject to disqualification.

**Rated:** EIs will be awarded points based on their relative merit using the scoring matrix shown in Section 5.3.

## 5.2 PASS / FAIL CRITERIA

### a) Financial Capacity and Stability

EIs must demonstrate that the Respondent and its Team Members have the financial capacity to fulfill their intended roles. The City has no pre-determined format for Respondents to use in demonstrating their financial capacity to undertake this Project.

### b) Declaration Letter(s)

The Respondent is to provide declaration letters in the form provided in **Appendix B** outlining its understanding of the commitments made in this RFEI.

### c) Project Security

The Respondent is to provide project security as described in Section 3.5 and complete the form letter in **Appendix C** for inclusion in its EI.

### d) Letters of Undertaking for Insurance

The Respondent is to provide evidence that it has the ability to secure appropriate insurance coverage. **Appendix A** outlines further EI details and **Appendix D** provides the insurance specifications.

# Evaluation

## e) Design Certification Confirmation

The Respondent shall confirm that the design will be certified by professional architects, engineers, geoscientists, and landscape architects, registered with their respective professional organizations in the province of British Columbia, and having appropriate experience and knowledge of works similar in nature to this Project. The Coordinating Professional shall be an architect.

CRITERIA SUMMARY	
<b>Pass/Fail Criteria</b>	
a) Financial Capacity and Stability	P/F
b) Declaration Letter(s)	P/F
c) Project Security	P/F
d) Letters of Undertaking for Insurance	P/F
e) Design Certification Confirmation	P/F

## 5.3 RATED CRITERIA

The following scoring matrix provides a summary of the rated criteria and the allocated points used to rate and rank the Respondents. The objective of the criteria is to assess the Respondent's abilities, expertise and experience as well as its approach to successfully completing the Project.

CRITERIA SUMMARY	
<b>Rated Criteria</b>	<b>Points</b>
a) Experience & Expertise of Respondent's Team (see Appendix A, 3.1)	20
b) Design Experience (see Appendix A, 3.2)	30
c) Construction Experience (see Appendix A, 3.3)	40
d) Project Approach (see Appendix A, 3.4)	10
<b>Total Rated Points</b>	<b>100</b>

Suggestions regarding the nature of the information to be provided for these criteria are outlined in **Appendix A**.

Through the course of the evaluation process, the evaluation team may request interviews with Respondents to provide additional clarification and confirmation relating to that Respondent's EI. Based on all the criteria, the Evaluation Team will perform a final evaluation and ranking of the Respondents, weighting each of the specified components. The three Respondents with the highest scores will be notified of their selection as a Proponent to proceed to the RFP process.

# GLOSSARY

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For the purposes of this *RFEI*, the terms in quotation marks have the following meanings:

*"Agreement"* means the legal documents to be negotiated between the City and the Preferred Proponent for the design and construction of the Project.

*"City"* means the City of Chilliwack, British Columbia.

*"City's Representative"* means the person named by the City in this RFEI, or the designated alternate to be the sole contact person for the City regarding this RFEI document.

*"Closing Location"* means the City of Chilliwack, Main Reception Desk, 8550 Young Road, Chilliwack, B.C.

*"Closing Time"* means the time specified in clause 4.3

*"Contractor"* means the entity which executes the Agreement with the City.

*"Day"* means calendar day.

*"EI"* means Expression of Interest.

*"Evaluation Team"* means the personnel and consultants selected by the City to evaluate the Expressions of Interest received.

*"Official Community Plan"* means the document approved by the City of Chilliwack, dated November 1, 1999.

*"Preferred Proponent"* means the Proponent deemed to have the best overall Proposal in response to the RFP, and named as such in writing.

*"Prime Member"* means any Team Member who proposes to be responsible for more than either 20% of the construction or 40% of the design of the Project.

*"Project"* means design and construction of the Luckakuck Works Yard Project

*"Proponent"* means an entity submitting a response to the *RFP*.

*"Proposal"* means the response to the *RFP*.

*"Respondent"* means any entity, including a company, firm, consortium of any legal entity, which submits an EI in response to this RFEI.

*"RFEI"* means this Request for Expressions of Interest for the Project.

*"RFP"* means the Request for Proposals for the Project.

*"Team"* means a company, firm, or consortium that responds to the RFEI or the RFP.

*"Team Member"* means any company or firm comprising part of a Respondent/Proponent.

*"Time of Day"* means all times given in this document are (local) Pacific Times, either PST or PDT as applicable to the season of the year.



# Appendix A – Response Outline

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## A.1 FORMAT

The purpose of this Appendix is to provide Respondents with an understanding of the Owner's expectations with regard to the various types of information provided by the Respondent in its EI. Respondents are encouraged to organize their EI in the following format.

## A.2 OUTLINE

### ***COVER PAGE***

### ***TABLE OF CONTENTS***

#### ***1.0 INTRODUCTION***

This section shall identify the Respondent, all Prime Members of the Respondent, and the name of the Respondent's contact person for all future communications between the City and the Respondent. The contact person's name, title, organization, postal and email address, and telephone number shall be provided.

#### ***2.0 SUBMISSION CRITERIA***

##### **2.1 Financial Capacity and Stability**

It is the Respondent's responsibility to clearly demonstrate to the City that they have the required individual and collective financial capacity to undertake the work. Appropriate correspondence from the Respondent's financial institution(s) will satisfy the requirements of this section.

##### **2.2 Declaration Letter(s)**

The EI must be submitted and signed by an authorized representative of the Respondent.

If the Respondent is a partnership or joint venture, each partner or joint venturer of the partnership or joint venture as the case may be, agrees to be held jointly and severally liable for any and all duties and obligations of the Respondent and any agreement with the City.

The declaration letters, which must be in the form provided in ***Appendix B*** must also state that the Prime Members of the Respondent:

- have read the Request for Expressions of Interest;
- understand and are fully aware of the commitments made on their behalf in the EI;
- have authorized the Respondent to make the commitments set out in the EI; and
- confirm that the Prime Members have no interest whatsoever in the EI of any other Respondent, either directly or indirectly, and have not entered into any agreement that could create such an interest at any time.

# Appendix A – Response Outline

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Where the Respondent is a single corporation, it must submit a letter setting out the above matters.

## **2.3 Project Security**

The Respondent shall provide consent(s) of surety demonstrating the Respondent's ability to provide a 50% performance bond and a 50% labour & materials payment bond to be written by a surety or sureties acceptable to the City and authorized to conduct business in British Columbia; or an Irrevocable Letter of Credit in the amount of 10% of the value of construction. An acceptable format is provided in **Appendix C**.

All forms of security must be in the name of the Respondent who is identified in the RFEI and RFP process as the entity responsible to the City, and who will subsequently enter into the Agreement with the City if chosen as the Contractor.

## **2.4 Undertaking for Insurance**

Provide evidence of the Respondent's ability to secure appropriate insurance coverage for all risks of property damage, bodily injury, comprehensive general liability and professional liability to protect itself, its contractors and sub-contractors and the City of Chilliwack, and its agents, servants and employees, in the form and meeting the requirements in **Appendix D**. The Respondent is to complete and submit the Undertaking of Insurance contained in **Appendix D**.

## **2.5 Design Certification Confirmation**

The Respondent shall provide written confirmation that the design(s) will be certified by professionals registered in B.C. with appropriate experience and knowledge of works similar in nature to this Project.

## **3.0 RESPONDENT'S ABILITIES, EXPERIENCE AND EXPERTISE**

EIs should clearly demonstrate that the multi-disciplined Respondent coming forward for consideration has a clear understanding of the challenges of this type of project, and the abilities to deliver the Project in a superior manner. Experience particularly related to the design and construction of staff offices and related amenities, material storage, and equipment maintenance operations are clearly a requirement for this Project. The following items identify relevant information suggested to be included in the EI, and could be submitted in the following order:

### **3.1 Experience and Expertise of the Respondent's Team**

Respondents should provide information outlining the experience and expertise of their Team and Team members. Information in this regard should be clear and concise and limited to the relevant experience and expertise of the Respondent's Team members and their individual key personnel. Respondents should provide:

- An organization chart including all Prime and Team Members and their legal and reporting relationships for this Project.

# Appendix A – Response Outline

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- A description of the overall management process proposed for the Project, particularly with respect to issues surrounding the management of design-build projects.
- Information outlining the proposed duties and percentage of responsibility which all Team members' key personnel will hold in the Project in their area of responsibility.
- Information demonstrating the relevant expertise of individual key personnel for the Proponent's Prime Members, and key personnel of the management team, and how that expertise relates to the success of this Project
- Information on the previous experience of Prime and Team Members working together on the same team demonstrating the relevant experience of individual key personnel and how that experience relates to the success of this Project;
- Information outlining the Team Members' successful involvement in previous project deliveries that required a cooperative team effort.

## 3.2 Design Experience

EI's should demonstrate that the Respondent's Team member(s) have a clear record of success in undertaking the design and construction of this particular type of project.

The Respondent's Prime and Team Member(s) responsible for design and/or engineering committed to the Project will be evaluated with respect to their design and/or engineering experience and expertise, including experience and expertise with energy efficient and sustainable design. To assist with this evaluation, Respondents may provide a list of completed projects that are relevant to this Project, identifying:

- Descriptive scope of work, including relevance, completion date, size, cost and other pertinent information;
- Involvement of personnel on the Proponent's team for each project and their responsibilities; and
- Full contact details for an owner/client representative on these projects who can be contacted for further information

Prime and Team Members will also be evaluated on their proposed methods of ensuring adherence to professional standards, proposed method of soliciting the City's input during the detailed design phase, and proposed methods of construction quality reviews.

## 3.3 Construction Experience

EI's should demonstrate that the multi-disciplined Respondent has a clear record of success in constructing projects of similar size, type and scope. Evaluation will also include review of experience in design-build and energy efficient or sustainable projects, and review of proposed construction and logistics management, schedule management, quality assurance, and safety programs.

# Appendix A – Response Outline

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The Respondent's Team member(s) responsible for construction, and their personnel committed to the Project, will be evaluated with respect to their construction experience and expertise.

To assist in this evaluation, Respondents may provide a brief list of completed projects that are relevant to this Project, identifying:

- Descriptive scope of work, including relevance, schedule management, completion date, size, cost and other pertinent information;
- Involvement of Project Manager(s), Site Superintendent(s), and Construction Specialist(s) on the Proponent's team for each project, and their responsibilities; and
- Full contact details for an owner/client representative on these projects who can be contacted for further information.

## **3.4 Project Approach**

EI's should demonstrate the Respondent's approach to ensuring Project success. Topics that Respondents may wish to address in the EI may include, but are not to be limited to:

- recognition and approach to the challenges of this particular project as they relate to design and construction features and details;
- risk identification, appreciation and management;
- implementation of Quality Management/Quality Assurance;
- implementation of Safety Management Plan;
- consultation and communications with Project stakeholders;
- creating a partnership to ensure success; and
- structuring a complete and totally functional Team.

The intent of this requirement is to convey to the Evaluation Team the Respondent and its Team's superior capabilities in identifying and meeting the challenges of this particular Project and how the Respondent will undertake the delivery of this Project. The intent is not for Respondents to provide designs or engineering information.

## **3.5 Additional Information**

### **3.5.1 Resumes**

Provide resumes for the Respondent's Project Manager, Architect, and key team personnel who will be engaged in the Project. Extensive resumes for all individuals within the companies forming the Respondent's Team are not required. If additional information is required, it will be requested during evaluation of the EI.

# Appendix A – Response Outline

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## **3.5.2 Corporate Promotional Material**

The format and quantity of promotional material provided in this submittal is left to the judgment of the Respondent. The Respondent's EI is not limited to a number of pages, but inclusion of irrelevant and voluminous company material is discouraged. If additional information is required, it will be requested during evaluation of the EI.

# Appendix B – Declaration Letters

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Attention: **Eric Dyck**  
City of Chilliwack, 8550 Young Road, Chilliwack, B.C. V2P 8A4

## **DECLARATION OF RESPONDENT**

*"Respondent" means any entity, including a company, firm, consortium of any legal entity, which submits an EI in response to this RFEI.*

I, the undersigned, jointly and severally acknowledge and agree that:

- I am not aware of any decision, action or omission of the City;
- Any error, omission, inconsistency or ambiguity in the RFEI;
- Any conflict of interest, real, potential or perceived;
- Any other issue or matter that is, in any way related to the procurement procedures, evaluation criteria, or selection process as set out in this Request For Expression of Interest

that may give rise to claim or potential of unfairness or a dispute.

_____ Signature	_____ Name (printed)	_____ Position	_____ Company
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## **DECLARATION OF PRIME MEMBERS**

*"Prime Member" means any Team Member who proposes to be responsible for more than either 20% of the construction or 40% of the design of the Project.*

I am the authorized official of the firm (named) and confirm that:

- I have read the Request for Expression of Interest (RFEI) dated (date) regarding the **Luckakuck Works Yard** Project and submission by (name of Respondent) and understand the commitments being made on behalf of the firm I represent;
- I agree to comply with the conditions set out in the RFEI;
- I am aware of and agree to the inclusion of the firm I represent as a member of (name of Respondent's Team);
- I am not a member of another Respondent's team submitting an Expression of Interest for the Project.

_____ Signature,	_____ Name (printed)	_____ Position	_____ Name of Firm
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_____ Signature,	_____ Name (printed)	_____ Position	_____ Name of Firm
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_____ Signature,	_____ Name (printed)	_____ Position	_____ Name of Firm
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_____ Signature,	_____ Name (printed)	_____ Position	_____ Name of Firm
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_____ Signature,	_____ Name (printed)	_____ Position	_____ Name of Firm
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# Appendix C - Security

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## SPECIMEN

### CONSENT OF SURETY FOR EXPRESSION OF INTEREST

**DATE:**

**NO.:**

**WHEREAS** \_\_\_\_\_ has submitted a written expression of interest to THE CITY OF CHILLIWACK as Obligee dated *(date)* concerning the *Luckakuck Works Yard* Project, we *(Name of Surety)*, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to provide the required surety bonds in the aggregate amount required for this Project subject to our underwriting of the contractor.

Based on our current knowledge of this Request for Expressions of Interest, we believe our client to be financially and technically qualified to complete this Project in a timely and satisfactory fashion.

(Name of Surety)

\_\_\_\_\_

(Seal)

\_\_\_\_\_  
Attorney - In - Fact

# Appendix C - Security

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## IRREVOCABLE LETTER OF CREDIT

To: **CITY OF CHILLIWACK**  
(the "Beneficiary")

### Proposal for LUCKAKUCK WORKS YARD PROJECT

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At the request of \_\_\_\_\_  
(Full name of the Customer)

we, \_\_\_\_\_  
(the Issuer)

do hereby issue this Irrevocable Letter of Credit to guarantee payment on demand to the Beneficiary on the following Terms and Conditions:

- 1) This Irrevocable Letter of Credit becomes effective immediately and shall remain in effect until at least noon on the **(date specified by the City)**.
- 2) This Irrevocable Letter of Credit shall be automatically renewed for successive and consecutive periods of ninety (90) days from the above date or any future expiration date, until either:
  - a) the Beneficiary provides notice of release to the Issuer; or
  - b) the Issuer provides notice of non-renewal to the Beneficiary.
- 3) Any notice of release or notice of non-renewal to have effect must be provided to the other party in writing by registered mail at least thirty (30) days prior to the next effective expiration date.
- 4) Presentation of sight drafts or letters of demand for payment to be made against this Irrevocable Letter of Credit shall be at the discretion of the Beneficiary without requirement of further documentation, notice or prejudice to the rights of any party.
- 5) We shall honour any demand(s) for payment signed by **(name specified by the City)**, your representative, without inquiring as to whether you have the right as between yourselves and our customer to make such demand and without recognizing any claim(s) of our said customer or any other party.
- 6) Presentation for payment may be made at our offices located at **(financial institution address)** in the municipality of **(location specified by the City)**, British Columbia.
- 7) Payment(s) shall be made payable to the City of Chilliwack, and shall be in the amount(s) specified by your representative, but shall not in the aggregate exceed ten percent (10%) of the value of construction.
- 8) We covenant to hold the Beneficiary, its employees, agents and representatives safe from any and all claims for costs or damages which may arise out of any act, error, or omission related to the handling, storage or presentation of this Irrevocable Letter of Credit. # **(financial institution filing #)** .



# Appendix C - Security

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Unless otherwise stated this credit is subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, I.C.C., Publication Number 500.

Executed under Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

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Signature for the Issuer

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Countersigned

# Appendix D – Insurance Specifications

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## Luckakuck Works Yard Project

1. The Contractor shall provide and maintain insurance as required by the rest of this Schedule. In the event of any third party loss or damage or any physical loss or damage to the work, or contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against the City of Chilliwack, together with all of their employees, agents and servants, and all Architects, Engineers, Consultants, Contractors, and any of their servants, agents, employees, volunteers, directors, parent, subsidiary, affiliated or related firms, engaged in or connected with the Project.
2. The insurance that the Contractor shall provide and maintain is as follows:
  - (a) the Contractor shall provide and maintain a project specific wrap-up comprehensive or commercial general liability insurance (specifically named for the Project). This policy shall be in the joint names of the Contractor, the Owner, the Consultants and will cover any and all sub-contractors and sub-consultants involved in the Project and subject to limits of not less than **\$10,000,000.00** inclusive per occurrence, and a deductible of not more than **\$5,000.00** per occurrence, for bodily injury, death and damage to or loss of property, including loss of use thereof, and including coverage for:
    - (i) premises and operations liability;
    - (ii) contractor's contingent liability with respect to the operations of persons, firms or corporations having a contract for the execution of a part or parts of the work included in the Contract;
    - (iii) products or completed operations liability which shall be maintained for twenty-four (**24**) months from the date of substantial performance;
    - (iv) blanket contractual liability;
    - (v) cross liability clause;
    - (vi) elevator and hoist liability;
    - (vii) contingent employer's liability;
    - (viii) personal injury liability;
    - (ix) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.
    - (x) liability with respect to non-owned licensed vehicles;
    - (xi) liability with respect to owned and non-owned aircraft and watercraft, as applicable (projects requiring significant use of aircraft or watercraft will require specific additional coverage);
    - (xii) operation of attached machinery including loading and unloading; and
    - (xiii) broad form property damage and completed operations.

# Appendix D – Insurance Specifications

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- (b) the Contractor shall provide and maintain liability insurance in respect of vehicles owned, leased or rented by the Contractor, subject to limits of not less than **\$5,000,000.00** inclusive per occurrence; For Automobile Liability insurance, a duly executed Insurance Corporation of British Columbia APV 47 form may be used for evidence of coverage or renewal.
- (c) the Contractor shall provide and maintain property insurance, insuring the full value of the Work in the amount of the Agreement Price, plus the value of the existing structure on a replacement cost basis including bylaws and debris removal. The value of the existing structure is \$3,200,000 and the insurance shall:
  - (i) be in the joint names of the Owner and the Contractor, and shall include the interest of the Owner, the Contractor, Sub-contractors and all others having an insurable interest in the Work;
  - (ii) include all Subcontractors as unnamed insureds or, if they specifically request, as named insureds; **(See Named Insureds)**
  - (iii) preclude subrogation claims by the insurer against anyone insured thereunder;
  - (iv) be provided for by a builders' risk policy, and insure against all risks of direct loss or damage, including flood and earthquake, subject to any exclusion expressly specified in the Agreement and shall apply to all material, equipment, machinery, labour and supplies of any nature whatsoever, the property of the insureds or others for which the insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erection, fabrication, reconstruction, or repair of the Work, on the Work Site and in transit, in Canada or the U.S.A. subject to the exclusions of the policy specified;
  - (v) provide coverage for damage to the work as a result of an accident to any pressure vessel or vessel under vacuum during the period of such policies up to certification or being placed in operation; and
  - (vi) apply to both the installation and testing phases;
  - (vii) Deductible: Flood - **\$25,000.00**, Earthquake – **10%**, All others **\$5,000.00**
- (d) the Contractor shall provide and maintain all-risks contractors' equipment insurance including flood & earthquake protecting all machinery and equipment owned, rented or leased or for which he is responsible by the Contractor in the performance of the Work for the actual cash value of any such machinery and equipment; and
- (e) Professional Liability Insurance (Errors & Omissions)
  - (i) Professional Liability insurance shall be arranged and the policy shall contain minimum limits of **Two Million Dollars (\$2,000,000.00)** per claim, and **Two Million Dollars (\$2,000,000.00)** annual aggregate covering all insured loss or damage including coverage for third party property damage, bodily injury or death,

# Appendix D – Insurance Specifications

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arising out of the professional services rendered by the Contractor, the Contractors' Sub-contractor, and/or any Engineers and any of their servants or employees including personnel on loan to the Contractor and personnel who perform normal services of the Contractor under this Agreement. The named insured shall also include but not be limited to all architectural or engineering firms, including project managers, construction managers, applied science technologist, land surveyors, or quantity surveyors engaged in the project.

A maximum deductible of Twenty-five Thousand Dollars (**\$25,000.00**) will be allowed.

Exclusions for design-build or joint venture projects will not be permitted.

Coverage shall be maintained for a period of **twenty-four (24)** months following completion of the project.

3. All property insurance shall be maintained continuously until ten (10) Days after the date of the Contractor's final application for payment under the GCs.
4. All insurance policies shall provide that in the event of a loss, payment for damages to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and itself for the purpose of adjusting the amount of such loss with the insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Agreement the amount at which the Owner's interest in the restoration work has been appraised, to be paid as the work of the restoration proceeds and in accordance with the Contractor's application for payment, but only to the extent that the Owner actually receives payment from the insurer or insurers in respect of that loss, and the Owner is not liable to pay the Contractor anything in any other case.
5. The Contractor shall, from time to time at the request of the Owner, provide to the Owner proof satisfactory to the Owner, acting reasonably, that all policies of insurance required by these Insurance Conditions are in force, unamended and not cancelled, and that any premiums due therefore have been paid in full.

File originals or signed, certified copies of all current policies and any other endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract with the City of Chilliwack, 8550 Young Road, Chilliwack, B.C. Canada V2P 8A4, and delivered within thirty (30) days from the start of the project.

Evidence of Renewal: The Contractor shall furnish evidence of the renewal or extension of the required policy(ies) by certified copy of a renewal certificate(s) or by endorsement(s) to the policy(s) which is to be received by: The Project Manager (Luckakuck Works Yard Project), City of Chilliwack at least thirty (30) days prior to the expiry date of the policy.

6. All insurance policies (except that under section 2(b)) under these Insurance Conditions shall contain an endorsement to provide all named insureds with prior notice of changes and cancellations, and such endorsement shall be in the following form: **Notice to City of Chilliwack.**

# Appendix D – Insurance Specifications

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"It is agreed that the coverage provided by this insurance shall not be changed or amended in any way nor cancelled until 30 days after notice of such change or cancellation has been given to all named insureds."

7. If the Contractor fails to comply with these Insurance Conditions in any respect, the Owner may, in its sole discretion, perform the Contractor's obligations under these Insurance Conditions, at the expense of the Contractor, which expense may be withheld by the Owner in accordance with the General Conditions. Nothing in this section places any obligation on the Owner to act under this section or relieves the Contractor from its obligations under these Insurance Conditions.
8. The Contractor shall require all its Contractors and Subcontractors, of every description, to provide and maintain insurance as required by section 2(b) and (d) of these Insurance Conditions, and those sections shall, with respect to any such Contractors and Sub-contractors, be read as if those sections referred to them.
9. The contractor shall be responsible for any and all deductibles payable in any of the foregoing policies.
10. Use and Occupancy: Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.
11. Primary Insurance: All the foregoing insurance will be primary and not require the sharing of any loss by any insurer of the City of Chilliwack.

**THE CITY OF CHILLIWACK ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE UNDER THIS AGREEMENT.**

# Appendix D – Insurance Specifications

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**SPECIMEN**

TO: CITY OF CHILLIWACK

**UNDERTAKING OF INSURANCE**

**REQUEST FOR EXPRESSION OF INTEREST**

Name of Firm submitting Expression of Interest: \_\_\_\_\_

We, the undersigned, as authorized representatives on behalf of \_\_\_\_\_

do hereby undertake and agree to provide insurance as specified in the Agreement for the **Luckakuck Works Yard** Project subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the City.

Dated at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED: \_\_\_\_\_

Duly Authorized Representative of Agent &/or Insurance Company

# Appendix E – Location Map



**Legend**  
New Building  
Existing Building to be Removed



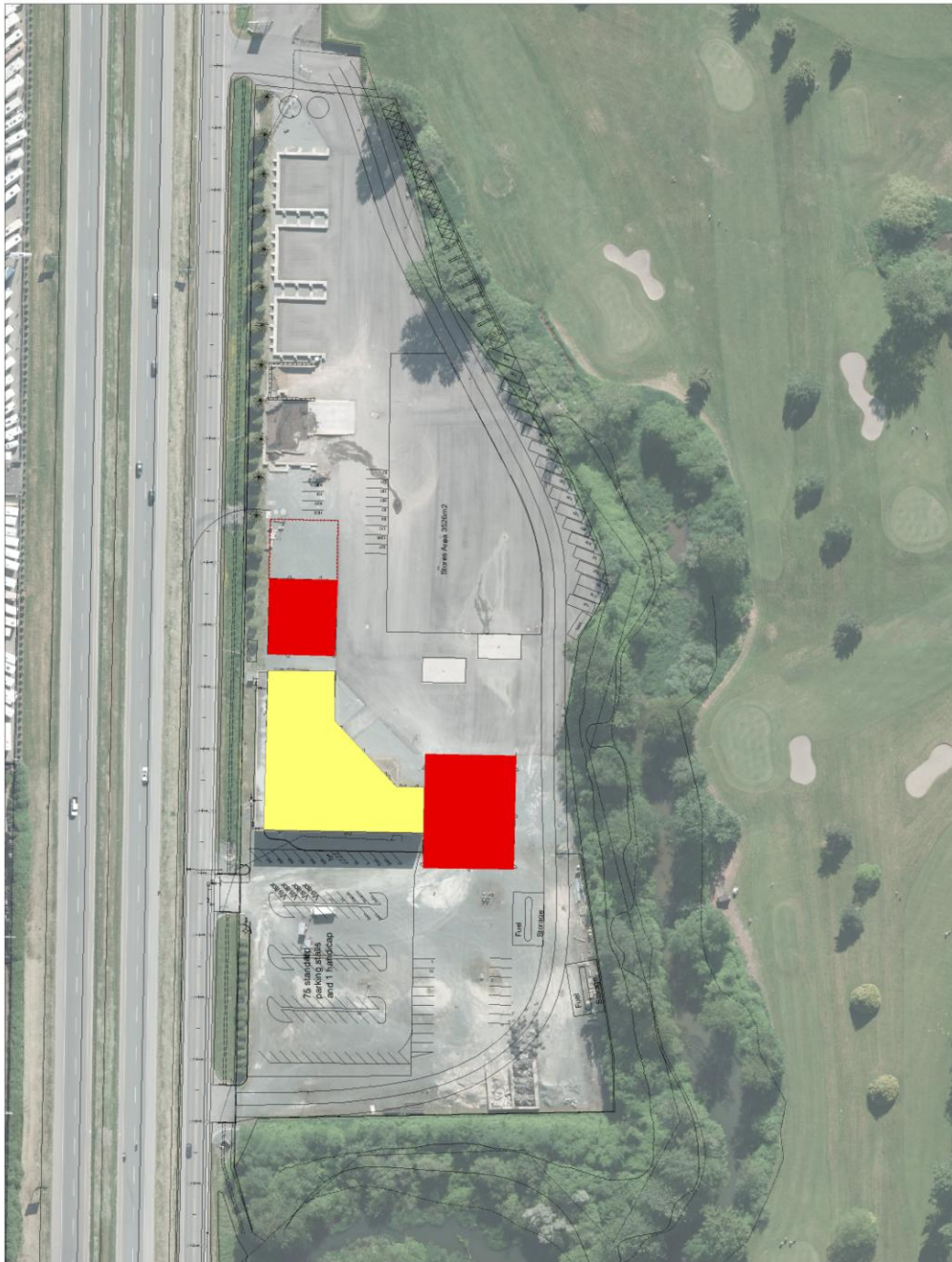
Date of Air Photo: MAY 2012



**PUBLIC WORKS YARD  
PROPOSED**



The 100% GPP (Public Works Yard) Plan, Chilliwack, BC, 10110-000  
Date: January 08, 2013



# Appendix F – Conceptual Drawings

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- P-1 Existing Building Addition – First Floor
- P-2 Existing Building Addition – Second Floor
- P-3 New Vehicle Storage Building







