



REQUEST FOR EXPRESSIONS OF INTEREST – 4609 EOI

4609 EOI - CONSTRUCTION MANAGER FOR THE CITY OF RICHMOND

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **Thursday, November 3, 2011 at 12:00 pm local time** (the “Closing Date/Time”).

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1.0 Introduction

- 1.1. The City of Richmond (the “City” or “Owner”) invites Expressions of Interest (EOI) from qualified Construction Managers (“CM”) for the potential opportunity to enter into a three (3) to five (5) year contract with the City to provide construction management services on various City capital projects.

2.0 Background

- 2.1. The City requires construction management services to deliver a large capital building program in the next three (3) to five (5) years. To create efficiencies, the City is looking for a firm that has a proven record of successfully delivering municipal projects on-time and within budget. This will enable the City and the CM to create a strong working relationship and understanding of each other’s process to deliver over a \$150M worth of capital projects over the next few years.

3.0 Objectives

- 3.1. The objective of this EOI is to establish a shortlist of qualified CM’s for the above referenced program. Further to this EOI process the City may request the shortlisted CM’s to submit a formal proposal if required.

4.0 Definitions

- 4.1. Throughout this EOI the following definitions apply:
 - a) “Consultant” means a consultant retained by the City, i.e. architect.
 - b) “Expression of Interest” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
 - c) “Respondent” means an individual or a company (vendor) that submits, or intends to submit, a Response;
 - d) “Response” or “Submission” means an Expression of Interest;

5.0 Scope

- 5.1. The following are samples of the anticipated capital building program projects that the City estimates could be included within this three to five year time frame:
 - Fire Hall valued at approximately \$16M. Construction of new facility. To be built to LEED Gold Certification as per the High Performance Building Policy.
 - Older Adults Activity Centre approximately valued at \$24M. Construction of a facility on existing site. To be built to LEED Gold Certification as per High Performance Building Policy.

- Aquatics Centre approximately valued at \$56 million. To be built to LEED Gold Certification as per High Performance Building Policy.
- Other Civic LEED Gold Certified Projects under consideration for construction are valued at \$138M.

6.0 Pre-qualification Process

- 6.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this EOI.
- 6.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City the opportunity to evaluate Respondent's expertise and to select a shortlist that may or may not be invited to submit a proposal in response to a potential Request for Proposals. This EOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

7.0 Requests for Proposals

- 7.1. Respondents, who are pre-qualified as a result of this EOI process, may be invited to submit proposals, if required, to a Request for Proposals ("RFP") from the City of Richmond. The City anticipates that, if required, the RFP will be distributed three to four weeks following the completion of the EOI process.

8.0 Qualification Criteria

- 8.1. The successful Respondent shall have previously successfully completed municipal projects of similar size and complexity and budget to the scope of estimated project works described in section 5.1 of this EOI.

9.0 Roles & Responsibilities of CM

- 9.1. This program will employ a construction management approach as outlined in CCA 5. The CM will:
 - be retained by the Owner and report to the Project Management team;
 - be required to coordinate all services with those of the Project Manager and Consultants;
 - at all times serve the interests of the Owner and respect the policies and procedures of the Owner;
 - assist the Owner to develop a detailed implementation plan to achieve the Project's objectives within the prescribed quality, value, scope, cost and time constraints;
 - represent the Owner as advisor for the tendering, awarding, contracting and administration of all construction contracts;

- provide construction management services through all phases of the project;

In its delivery of service to the project, the CM will:

- conduct all services in a professional manner;
- employ best practices to the services provided;
- implement a continuous risk identification and management process;
- employ effective and proscribed methodologies to ensure construction safety practices are followed by all contractors;
- maintain a claims avoidance program; and
- develop and maintain a continuous and comprehensive documentation system.

9.2 All plans and specifications for tender must be prepared in the English language. The services provided by the CM during construction will be provided in the English language. The CM will ensure that all its staff are capable of communicating in the English language.

9.3 Provision for Owner Review

The CM will include in its plan for service delivery, provision for the Owner to review deliverables, and to take decisions arising from the work of the CM. Acceptance by the Owner does not relieve the CM of responsibility to complete the work in accordance with the requirements of the contract and industry best practices. The Owner acceptance does not preclude rejection of work, which is subsequently determined to be unsatisfactory.

9.4 Personnel

a) Appropriate Personnel

The CM will provide sufficient fully qualified, experienced personnel to conduct the CM activities. As a minimum, the CM will designate in its proposal the CM Project Leader, Construction Manager, Superintendent, Clerk of Works and Lead Estimator who are proposed for the project, and will acknowledge that these individuals will not be replaced without the prior written consent of the Owner, which consent may be withheld without explanation or recourse.

The CM Project Leader will have primary responsibility for the delivery of construction management services by the CM and will have authority to commit the CM with respect to the provision of services by the CM. The CM Project Leader will be authorized to assign resources to satisfy the CM's obligation for the provision of service under the CM Contract. The CM Project Leader will attend as the representative of the CM at all Integrated Project Team meetings and

at such other meetings as the Project Manager may request, and will at all times be the individual to whom correspondence will be directed by other members of the project team when seeking input from the CM.

The CM will submit to the Project Manager the names and birth dates (for security purposes), proof of criminal records checks, qualifications, experience and proposed roles of all persons, to be employed or contracted by the CM to provide Services under the CM contract.

b) Availability of Key Personnel

All the personnel providing service under the CM contract will be resident in the greater Vancouver area for the entire period of their involvement in the Project. The CM's personnel will be expected to work from a temporary office to established at the site.

During the period of the CM's contract commitment, the key personnel of the CM will be available to attend meetings and respond to inquiries within two business hours. A CM representative will be available to respond to emergencies within one hour, including those occurring during off-hours, including weekends and statutory holidays.

9.5 Communication

a) Correspondence

All correspondence from the CM will be distributed as directed by the Project Manager. The CM will develop a correspondence protocol to be approved by the Project Manager and incorporated into the Project. All communications must carry the Contract name/number, Owner project title and a date in a non-ambiguous format. Automatic date fields will not be used except when preceded by the text "Printed on:"

b) Electronic Document Formats

To ensure communication speed and to reduce the production of hard-copy materials, the CM must be able to communicate electronically by e-mail using software acceptable to the Project Manager. The CM will provide all documents in the following formats:

For written reports and studies: Microsoft Word (*.doc)
For spreadsheets and budgets: Microsoft Excel (*.xls)
For presentations: Microsoft Power Point (*.ppt)
For drawings: AutoCad 2002 (*.dwg) or more recent
For scheduling: MSProject 2000

The CM will also be capable of providing and reading all documents in Adobe Portable Document (PDF) format.

The Owner may elect to use an on-line project collaboration tool, available to all Integrated Project Team members, which will be employed by the CM.

All drawings will be generated and distributed in AutoCAD format using layering and file transfer protocols as established by the Consultant. All drawings and designs must not be used or distributed except for purposes of the Project.

- 9.6 The CM must ensure that all its staff and any person employed by any contractor under the control of the CM on the Project, will be directed not to grant interviews with the media unless requested to do so by the Owner's Communications Team Leader. All contacts by reporters or others requesting information about the Project must be referred to the Project Manager, without response to those requesting the information.

The CM must direct its employees and any person contracted or employed by the CM not to discuss issues relating to the Project security or building layouts except as such issues relate to requirements of the Project. Failure to comply with the requirement of 9.6 may, at the Owner's option, constitute cause for termination for offending individuals or companies.

10.0 Submission Details

- 10.1. Respondents are requested to submit three (3) copies of their Expression of Interest marked "**4609 EOI – Construction Manager for the City of Richmond**" to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before the Closing Date/Time.
- 10.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions. Questions relating to this EOI may be directed to Sumita Dosanjh, Buyer II - Contracting Specialist by email to purchasing@richmond.ca. Inquiries and responses relating to the EOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City's website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this EOI.
- 10.3. Enquiries will be received up until Thursday, October 27, 2011 at 3:00 pm local time.
- 10.4. The lowest or any submission will not necessarily be accepted.

- 10.5. Respondents are advised they have no claim for compensation in the preparation of their submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

11.0 Format Requirements

- 11.1. Responses submitted shall consist of:

I. Title Page (1 page)

- a. The title page should identify the EOI number identified on the cover page of these pre-qualification documents, Closing Time (as specified in section 9.1), respondent's name, address, telephone number fax number, email address and contact person's name.
- b. Table of Contents/Index

II. Corporate Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide client references, where possible.
- d. Provide a history of litigation or claims made against the Respondent during the three (3) years immediately prior to the Closing Time.

III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the role of CM.
- b. Provide resumes of proposed key personnel.

IV. Completed and Current Projects:

- a. List three (3) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers.
- b. Describe capacity to undertake this project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Outline of Services to be Provided:

- a. Provide a brief discussion of your methodology and approach to providing the requirements of the CM for the City.

12.0 Review of Submissions

- 12.1. The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this EOI.

13.0 Inquiries

- 13.1. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.
- 13.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

14.0 Non-Conforming Submissions

- 14.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City. Notwithstanding the foregoing or any other provision of these Documents. The City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or

which otherwise fail to conform to any other requirement of these EOI's except the requirement of delivery of the Proposal prior to Closing Time.

15.0 Notifications

- 15.1. Following the Closing Time, the City will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their proposal under an RFP process, if required.
- 15.2. The City will not approve any change in the structure of formation of a short listed Respondent. Responses received by a Respondent not previously shortlisted by the City will be given no further attention and set aside.
- 15.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:
 - a) amend the scope and description of the services to be procured under any RFP process as described in this EOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Respondents who meet the resulting amended requirements;
 - b) reject or accept any or all Submissions;
 - c) cancel the EOI process at any time and reject all Proposals; or
 - d) cancel the EOI process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.
- 15.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a Request for Proposal (RFP) for all or part of the requirements described herein or to enter into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its' entirety.
- 15.5. The Respondent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of this EOI process.
- 15.6. The Respondent acknowledges and agrees that the pre-qualification of a CM pursuant to this EOI is only a preliminary step in the City's procurement process and the City is under no obligation to any Respondent prior to a formal agreement being signed by the City and the successful CM. Each successful Respondent will be evaluated further under any subsequent RFP (if required) evaluation process.

16.0 Information Disclaimer

- 16.1. The City and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to the Respondent pursuant to this EOI.
- 16.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this EOI is provisional and will be superseded by the RFP and/or other agreement documents.
- 16.3. The City makes no representation, warranty, or undertaking of with respect to this EOI and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

17.0 Intent to Enter Into An Agreement

- 17.1. By submission of a Expression of Interest, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for Expression of Interest.

18.0 Modification of Terms

- 18.1. The City reserves the right to modify the terms of this EOI at any time at its sole discretion. This includes the right to cancel this EOI at any time without liability to any Respondent.

19.0 Ownership of Submissions

- 19.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 15.0.

20.0 Right to Not Accept Any Expression of Interest

- 20.1. The City reserves the right to not accept any Expression of Interest and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no Expression of Interest is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

21.0 No Commissions

21.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

22.0 Use of this Request for Expressions of Interest

22.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

23.0 Confidentiality, Freedom of Information and Protection of Privacy

23.1. All submitted Expression of Interests shall become the property of the City. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

23.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this EOI is confidential and must not be disclosed without written authorization from the City.

24.0 No Claim for Compensation of Expenses

24.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.

24.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

25.0 Conflict of Interest

25.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the Expression of Interest.

26.0 No Solicitation

26.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation

offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this Request for Expression of Interest.

27.0 No Lobbying

27.1. From the date on which this EOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 10.2.

28.0 Publicity

28.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Respondent's Response to this EOI, without the prior written consent of the City.