

Request for Qualifications

Highway 11 Interchange Project

Issued September 09, 2024

Addendum 001: September 12, 2024

Addendum 002: October 3, 2024

Addendum 003: October 11, 2024

Addendum 004: October 22, 2024



Ministry of
Transportation
and Infrastructure



Summary of Key Information

RFQ Title	The title of this RFQ is: Highway 11 Interchange Project Please use this title on all correspondence.
Contact Person	The Contact Person for this RFQ can be reached at: Hwy11.Interchange@gov.bc.ca Please direct all enquiries, by email, to the Contact Person. No telephone enquiries please.
Enquiries	Respondents are encouraged to submit enquiries at an early date and prior to 15:00 local time in Vancouver, BC on the day that is 10 business days before the Submission Time to permit consideration by the Province; the Province may, at its discretion, decide not to respond to any enquiry.
Receipt Confirmation Form	Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form attached as Appendix B.
Submission Time	The Submission Time is: 11:00 local time in Vancouver, BC on November 14, 2024
Submission Location	Highway 11 Interchange Project c/o Infrastructure BC Suite 1220, 800 West Pender Street Vancouver, BC V6C 1J8 Attention: Contact Person
Delivery Hours	Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 08:30 to 16:00 local Vancouver Time.

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1 Introduction

1.1 Purpose of this RFQ

This Request for Qualifications (“RFQ”) is issued by His Majesty the King in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the “Province”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the Highway 11 Interchange Project (the “Project”).

Through the process described in this RFQ, the Province anticipates identifying up to three Respondents to be invited to participate in the next phase of the Competitive Selection Process, the Request for Proposals (“RFP”) phase.

The purpose of the Competitive Selection Process is to identify a qualified entity (“Design-Builder”) with whom the Province may enter into a contract (the “Design-Build Agreement”) to design and construct the Project. The contract value is estimated to be in the range of \$400 to \$600 million.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by the Province to make an offer by issuing this RFQ.

If a capitalized term is not defined in Section 6 of this RFQ, it will be defined in the section of this RFQ in which it is first used.

1.2 Administration of this RFQ

Infrastructure BC Inc. (“Infrastructure BC”) is managing this RFQ and the Competitive Selection Process on behalf of the Province.

1.3 Eligibility

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, consortia, partnerships, or any other legal entities. If the Respondent is not a legal entity, the Respondent will act through the legal entity or entities comprising the Respondent.

1.4 Background

The Province is committed to upgrading Highway 1 through the Fraser Valley Highway 1 Corridor Improvement Program (the “Program”). Phase 1 of the Program was completed in 2019 with the extension of the High-Occupancy Vehicle (“HOV”)/ Electric Vehicle (“EV”) lane

system between 202nd Street to 216th Street. Phase 2 of the Program – 216th Street to 264th Street is currently under construction and anticipated to be complete by 2026, and Phase 3A of the Program – 264th Street to Mt. Lehman Road - is anticipated to be complete by 2028.

The Province intends to continue improvements through Phase 3B of the Program which includes 10 km of integrated highway improvements from Mt. Lehman Road to Highway 11.

The Project represents significant investment in Highway 1 improvements and supports provincial plans and regional strategies, sustainability objectives and economic development. These strategies include provincial priorities such as meeting the objectives of CleanBC, supporting industry, and reconciliation with First Nations.

This RFQ is for the portion of Phase 3B consisting of the Project, as described in Section 1.5 below; the balance of Phase 3B will be tendered separately.

1.5 Project Description

The Project includes the following elements:

- a) Replacement of the interchange at Highway 11 and Highway 1 to accommodate the widened highway and increased traffic volumes and, to improve safety.
- b) Replacement of the overpass carrying Highway 1 over Riverside Road, Canadian Pacific Kansas City (“CPKC”) railway and Southern Railway of BC (“SRY”).
- c) Widening of 2.1 km of Highway 1 from McKenzie Road to just east of the Highway 11 Interchange including both HOV/EV and bus on shoulder lanes in both directions and a truck climbing lane westbound.
- d) Upgrades to intersections at Highway 11/Marshall Road and Highway 11/Delair Road.
- e) New truck parking.
- f) Improved active transportation connections, including new multi-use paths, sidewalks and bike lanes.

Figure 1 shows the approximate extents of the Project.

FIGURE 1 – PROJECT EXTENTS

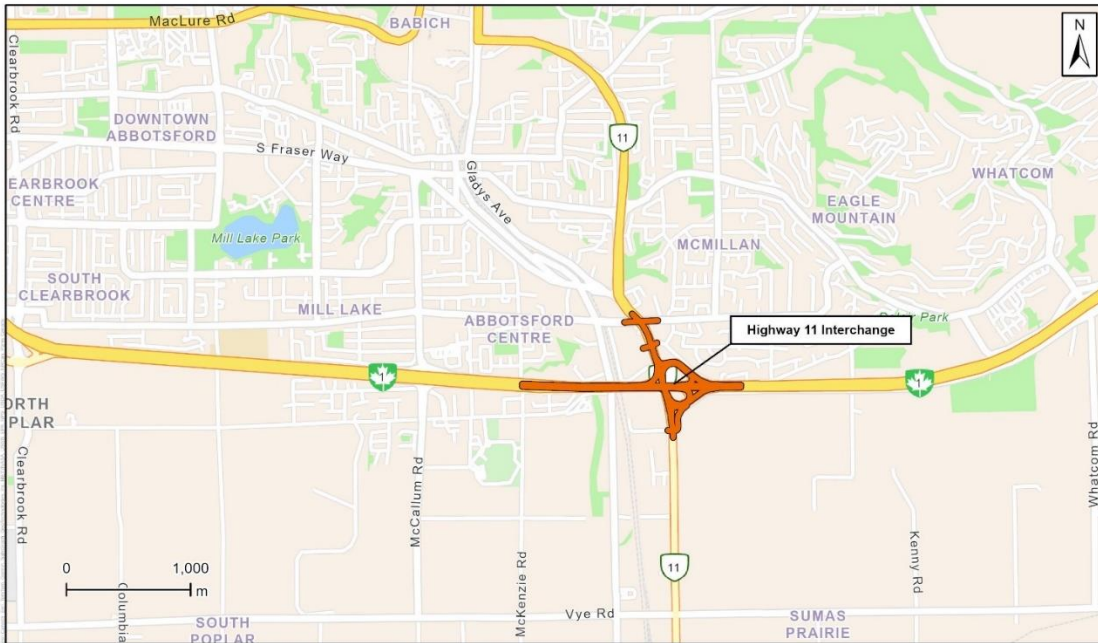


Figure 2 shows the reference concept design for the Highway 11 Interchange, a diverging diamond interchange with new signalized intersections for traffic off of Highway 1.

The Definitive Design-Build Agreement, incorporating revisions and amendments to the Draft Design-Build Agreement, will be the basis upon which Proposals will be prepared in response to the RFP.

1.7.2 DESIGN AND CONSTRUCTION

The Design-Builder will be responsible for all aspects of design and construction in accordance with the requirements and specifications set out in the Design-Build Agreement. The reference concept design will be provided to Proponents at the release of the RFP. During the RFP phase Proponents will be required to develop a proposal for the Project that satisfies the RFP and the terms of the Definitive Design-Build Agreement.

A summary of significant components of the anticipated design and construction scope is set out in Table 1. This should not be considered an exhaustive list.

TABLE 1 – SUMMARY OF ANTICIPATED DESIGN AND CONSTRUCTION SCOPE

Anticipated Design and Construction Scope
<ul style="list-style-type: none">▪ Detailed design and construction of permanent works including new multi-use paths, sidewalks, bike lanes and truck parking and any temporary works necessary to facilitate construction.▪ Demolition and removal of the existing Riverside Road bridge structure (over Riverside Road, CPKC and SRY railways).▪ Demolition and removal of the existing Sumas Overpass bridge (carrying Highway 1 over Highway 11, also named Huntingdon Overpass) and any other abandoned structures.▪ Adherence to the requirements of any Province-obtained permits, approvals, and authorizations, including those of CPKC and SRY.▪ Acquisition of all other necessary permits, approvals, and authorizations, including those required pursuant to applicable federal and provincial regulatory requirements and legislation.▪ Coordination with the Province’s contractors in carrying out advance works and concurrent works.▪ Protection and relocation of utilities required within the Project site, including coordination with utility owners.

Anticipated Design and Construction Scope

- Coordination of construction activities with CPKC and SRY.
- Maintenance of designated infrastructure to specified standards during construction (including pavement, structures, drainage, etc.).
- Adherence to quality, health and safety, communications, environmental, and archaeological requirements.
- Performance of traffic management in active construction areas.

1.7.3 OPERATIONS AND MAINTENANCE DURING CONSTRUCTION

The Project site will be defined in the RFP. The Design-Builder will be responsible for the operation and maintenance of the designated infrastructure within the Project site, excluding routine winter maintenance, until substantial completion.

The scope of the work for operations and maintenance activities includes all services associated with the management, planning, and delivery of the operations and maintenance to ensure compliance with the performance measures and standards set out in the Design-Build Agreement.

1.7.4 COMMUNICATIONS AND ENGAGEMENT WITH STAKEHOLDERS AND WITH THE PUBLIC

The anticipated allocation of responsibilities between the Province and the Design-Builder for traffic management communications, community relations, and media relations relating to the Project is as follows:

- a) The Design-Builder will be responsible for developing and implementing traffic communication plans and providing a comprehensive traffic communications program for the duration of the Project, which will provide the public, municipalities, stakeholders, businesses, commuters, and traffic media with regular and timely traffic information; and
- b) The Province will develop and implement community relations activities, public and stakeholder information, and media relations, supported by the Design-Builder.

1.7.5 FIRST NATIONS

As part of its work to create true and lasting reconciliation with First Nations in British Columbia, the Province is implementing the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”) and adopting the Truth and Reconciliation Commission of Canada’s Calls to Action.

The Design-Builder should anticipate First Nations engagement requirements, which will include obligations to engage First Nations in a manner that aligns with the Province’s commitment to implementing UNDRIP.

The Design-Builder will be responsible for providing training, employment, and contracting opportunities to identified First Nations. It is further anticipated that the Design-Builder will be required to engage with identified First Nations directly and/or assist the Province in engaging with identified First Nations regarding project plans, updates, and issues of interest to First Nations.

1.7.6 THIRD PARTY INTERFACE

The Province will clarify the requirements of, and the Design-Builder’s obligations in respect of, certain third parties affected by or having jurisdiction in relation to Project activities during the RFP stage. Such third parties may include other construction contractors, maintenance contractors, utility companies, CPKC, SRY, and the City of Abbotsford.

The Design-Build Agreement will include requirements for the Design-Builder to coordinate its activities with other parties performing other work on or near the Project site, including the Province’s incumbent maintenance contractor(s).

1.7.7 PROJECT LABOUR

The Project will be delivered under a project labour agreement, with labour objectives furthered through procurement and contract terms.

1.7.7.1 Project Labour Agreement

The scope of the Highway 11 Interchange Project will be added to the project labour agreement for the Program, which is available on the Canadian Labour Relations Association of BC website: <https://www.cla-bc.com/collective-agreements/project-agreements/>

1.7.7.2 Environmental, Social and Governance (“ESG”) Objectives

The Province has identified labour objectives for achieving ESG priorities in the delivery of public sector infrastructure projects. ESG objectives ensure that provincial infrastructure projects are delivered in a way that provides both the best outcome for the Project and long-

lasting benefits for British Columbians and their communities. The Design-Builder will be required to implement and report on the ESG objectives in the delivery of the Project, in accordance with the Design-Build Agreement, including but not limited to:

- a) preparing plans to achieve apprenticeship and training and equity employment targets;
- b) achieving apprenticeship and training targets;
- c) achieving employment targets for equity groups traditionally underrepresented in the skilled workforce; and
- d) reporting on the Design-Builder's achievement of these targets.

The Design-Builder will be required to provide information and documentation pertaining to the Design-Builder's compliance with the ESG objectives as set out in the Design-Build Agreement. Incentive payments are available for exceeding the apprenticeship and training and equity employment targets as set out in the Design-Build Agreement.

1.7.8 RESPECT IN THE WORKPLACE

An objective of the Province is to have a construction site that is free of racism and discrimination and is culturally safe and respectful. To support achieving this objective, the Province requires all Proponents to commit to developing and implementing appropriate policies and training. Approval of suitable policies and a training plan will be a requirement of the Design-Build Agreement and a prerequisite for construction to commence.

1.7.9 GENDER-BASED ANALYSIS PLUS

Gender-Based Analysis Plus ("GBA+") will inform the development of the Project and is an analytical tool used to assess how diverse groups of people may experience policies, programs, and initiatives. More information on GBA+ is available at: www.gov.bc.ca/gov/content/gender-equity.

1.8 Commercial Terms

Key commercial terms the Province anticipates will be included in the Design-Build Agreement are summarized as follows:

- a) **Term** – The term of the Design-Build Agreement will commence at Contract Execution and cover the design and construction period through to completion of the Project, subject to any warranty obligations.

- b) **Payment** – The Design-Builder will receive progress payments as defined in the Design-Build Agreement.
- c) **Performance Mechanism** – A performance incentive mechanism will be implemented to encourage the Design-Builder to meet performance requirements.
- d) **Warranty** – The Province anticipates requiring the Design-Builder to provide a two-year warranty.

1.9 Work by the Province

The Province is carrying out advance works related to utility relocation/accommodation, property acquisition, environmental permitting, site investigations, preload test fills, site clearing and tree/shrub clearing, and public and stakeholder engagement. The status of these advance works is presented below. Further details will be shared with Proponents during the RFP phase.

1.9.1 UTILITIES

The Province has protocol agreements in place with BC Hydro and BC Tel (“Telus”); while for some others, the Province has existing permits. Where available, the Design-Builder will be able to rely on these agreements and permits for the coordination/implementation of utility relocations. Further details of the available agreements and permits will be shared with Proponents during the RFP phase.

The Province has supported Telus for the relocation of their HD1 Fibre Optic line to an alignment that generally follows the perimeter of the Project. This work is anticipated to be complete prior to the execution of the Design-Build Agreement.

1.9.2 RAILWAYS

The Project interfaces with both the CPKC and SRY rail corridor. The Province has initiated construction agreements with each CPKC and SRY. The Design-Builder will be responsible for coordinating Project activities with CPKC and SRY and protecting railway infrastructure and operations from damage that might be caused by the construction of the Project.

1.9.3 PROPERTY

It is anticipated that the Province will acquire the land rights necessary to accommodate the Project to the extent that such land rights are not currently held by or on behalf of the Province. Engagement and negotiation with property owners and tenants have commenced for early property acquisitions. The Design-Builder will be provided with access to the lands required for the Project.

1.9.4 ENVIRONMENTAL PERMITTING

The Province has obtained a Fisheries Act Authorization and a Water Sustainability Act Change Approval. The Design-Builder will be required to adhere to the requirements of these permits and to obtain any required amendments to suit the Design-Builder's design.

1.9.5 SITE INVESTIGATIONS

1.9.5.1 Geotechnical

Several geotechnical investigations have been completed to characterize ground conditions along the various road and ramp alignments and at anticipated bridge locations to support reference design activities and to provide geotechnical data for the Design-Builder. The geotechnical investigations included boreholes, cone penetration testing, piezometers, and laboratory testing. Instrumented test fill preloads are also planned for construction in fall/winter 2024 to provide additional information for the Design-Builder's geotechnical design.

1.9.5.2 Utility Potholing

A limited utility potholing program has been carried out to locate utilities within the Project limits. Utility locations and elevations at the pothole locations will be shared with the Design-Builder for use in design and construction planning.

1.9.5.3 Archaeological

An Archaeological Overview Assessment was carried out for the Project. Further investigations are planned in support of an Archaeological Impact Assessment and are expected to be completed in 2024. In certain areas of the Project site, the Design-Builder will be required to adhere to the Project's chance find protocol to look for and report potential artifacts, if encountered.

1.9.5.4 Environmental Investigations

The Province has or is undertaking the following environmental investigations:

- a) Terrestrial and aquatic plant and wildlife surveys in support of the Province-obtained permits noted above;
- b) A soil characterization program to determine if there are contaminated sites within the Project limits; and
- c) Bird nesting surveys in support of tree/shrub clearing.

Where applicable, the reports of these investigations will be made available in the data room to Proponents.

1.9.5.5 Survey Control and Baseline

The Province has established survey control monuments and base mapping in the Project area for use by the Design-Builder. The Province will update the base mapping, as required, following advance works projects and tree/shrub clearing, site stripping and test fill preload construction.

1.9.6 SITE PREPARATION AND PRELOAD TEST FILL

Subject to permits and/or approvals, the Province plans to tender a contract in early 2025 for site preparation including tree and shrub clearing and stripping and backfilling, plus two preload test fills. Under this contract, most of the trees and shrubs within the Project area (excluding some environmentally sensitive areas) will be removed in advance of the Design-Builder mobilizing to site. Any remaining removals and clearing necessary for implementing the Design-Builder's design, including work in environmentally sensitive areas, will be the responsibility of the Design-Builder.

1.9.7 PUBLIC AND STAKEHOLDER ENGAGEMENT

The public consultation period for Phase 3A and 3B of the Program closed in September 2023. This information was used to better understand what transportation concerns individuals have around Highway 1 and since then all identified priorities have been incorporated into the Project. To update the public and stakeholders on the status of the Program, including the concepts for Highway 1 widening and the Highway 11 interchange, the Province prepared a public consultation discussion guide.

The 2023 discussion guide can be viewed on the Project Website at: www.gov.bc.ca/264toHighway11.

1.10 Consultation with First Nations

The Province has a duty to consult with First Nations where it proposes to take actions that could impact asserted interests of First Nations. The Province has initiated First Nations consultation and will continue to take the lead on this consultation through to Project completion.

2 Competitive Selection Process

This section describes the Competitive Selection Process that the Province expects to implement in selecting a Preferred Proponent. The anticipated Competitive Selection Process includes an RFQ phase and an RFP phase.

2.1 Request for Qualifications Phase

The Province anticipates that it will select, at its discretion, a shortlist of up to three Respondents to be Proponents. The shortlist is intended to include those Respondents who have successfully demonstrated to the satisfaction of the Province, at its discretion, that they are the best qualified Respondents based on the criteria described in this RFQ. Shortlisted Respondents will be required to deliver an executed Proponent Agreement, substantially in the form shown in Appendix G of this RFQ, in order to proceed to the RFP phase. The Province anticipates that it will issue an RFP to that shortlist only, from which a Preferred Proponent may be selected in accordance with the terms of the RFP.

2.2 Request for Proposals Phase

The Province's objective at the RFP phase is to select, in accordance with the terms of the RFP, a Preferred Proponent with whom it may enter into the Design-Build Agreement.

2.2.1 CONSULTATIVE PROCESSES

The Province intends to include in the RFP phase consultations with Proponents relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP. This process is intended to allow Proponents to provide comments on Project-specific issues raised through the process.

These processes are anticipated to involve each of the Proponents and other relevant parties and may include exchanges of information, discussions, clarification of issues and review of documents and specifications through workshops and topic meetings, and to provide for the submission and consideration of comments on and proposed amendments to the Draft Design-Build Agreement leading to the development of the Definitive Design-Build Agreement. The consultative processes are intended to focus on items that are Project-specific in nature.

2.2.2 TECHNICAL SUBMISSION

The Province anticipates that the technical submission under the RFP will include the following:

- a) a conceptual layout identifying key elements of the Proponent's preliminary design; and
- b) the Proponent's management approach to items such as quality, construction, key risks, traffic management, environment, First Nations engagement, and communications.

2.2.3 FINANCIAL SUBMISSION

The Province anticipates that the financial submission under the RFP will occur after the technical submission and include the following:

- a) commitment to enter into the Definitive Design-Build Agreement by the Proponent; and
- b) committed pricing for the Project inclusive of all taxes except GST.

2.3 Compensation for Participation in Competitive Selection Process

No compensation will be available to Respondents for participating in the RFQ phase of the Competitive Selection Process.

If the Competitive Selection Process is completed, and a Design-Build Agreement is executed and delivered, it is anticipated that a stipend in the amount of \$1,500,000 (the "Stipend") will be available to each Proponent participating in the RFP phase that is not selected as the Preferred Proponent, on the terms and subject to the conditions, including as to eligibility for payment, as set out in the RFP.

If the Competitive Selection Process continues to the RFP phase and is terminated for reasons described in the RFP, it is anticipated that a termination fee in an amount equal to the out-of-pocket costs incurred by a Proponent to prepare its Proposal, subject to a maximum amount of up to \$3,000,000 (the "Termination Fee") depending on when the termination occurs, will be available to each Proponent on the terms and subject to the conditions, including as to eligibility for payment, as set out in the RFP.

The conditions for payment of the Stipend and Termination Fee include, among other things, transfer of intellectual property rights and execution and delivery of a full and final release of Claims and a waiver of liability.

2.4 Competitive Selection Process Timeline

The current anticipated timeline for Competitive Selection Process milestones is as set out in Table 2.

TABLE 2 – ANTICIPATED TIMELINE

Activity	Timeline
Issue RFQ	September 09, 2024
Introductory Project Meeting	September 19, 2024
RFQ Submission Time	November 14, 2024
Announce Shortlisted Respondents	January 15, 2025
Issue RFP and Draft Design-Build Agreement	January 20, 2025
Technical Submission	June 2, 2025
Financial Submission	August 12, 2025
Announce Preferred Proponent	October 3, 2025
Execution of Design-Build Agreement	November 10, 2025

All dates in the above timeline are subject to change at the discretion of the Province.

2.5 Introductory Project Meeting

The Province intends to hold a virtual introductory meeting to introduce the Project shortly after the issuance of the RFQ. Respondents wishing to attend should complete and submit a Receipt Confirmation Form for further details about the meeting. Participation will not be mandatory, and minutes will not be prepared or circulated; however, the Province anticipates sharing presentation materials with Respondents. No information from the meeting may be relied upon unless set out in an Addendum or a response to an enquiry under Section 3.6 of this RFQ.

2.6 Business-to-Business Networking Event

During the RFP stage, the Province intends to coordinate an event with Proponent teams and local contractors, suppliers, and businesses to provide an opportunity for:

- a) local contractors, suppliers and businesses to meet with the Proponents;
and
- b) Proponents to enhance their knowledge, understanding, and awareness of local materials, equipment, and labour, and to build relationships with local contractors, suppliers, and businesses.

2.7 First Nations Business-to-Business Networking Event

During the RFP stage, the Province intends to coordinate an event with Proponent teams and First Nations and their associated businesses to provide an opportunity for:

- a) First Nations and their associated businesses to meet with the Proponents;
and
- b) Proponents to enhance their knowledge, understanding, and awareness of First Nations and to build relationships with them and their associated businesses.

3 Submission Instructions

3.1 Submission Time and Delivery Address

Responses are to be addressed to the attention of the Contact Person and must be received at the Submission Location before the Submission Time as stated in the Summary of Key Information.

3.2 Language of Responses and Enquiries

Responses and all enquiries are to be written in English. Any portion of a Response not in English may not be evaluated, and any enquiry not in English may not be considered.

3.3 Response Form and Content

Responses should be in the form of and follow the outline described in Appendix A of this RFQ.

The content of the Response should include information in respect of each of the matters to be considered and addressed, as described in the content requirements column of Table 3 of Appendix A, that is sufficiently comprehensive and responsive to enable the Province to apply the Evaluation Criteria.

3.4 Complete RFQ

Respondents are solely responsible to ensure they have received and clearly understood the complete RFQ, including all Addenda, and have delivered their Responses on that basis.

3.5 Receipt Confirmation

Other than Addenda, which will be posted to BC Bid, any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form (Appendix B). This form is to be completed, executed, and delivered to the Contact Person.

3.6 Communications and Enquiries

The Province intends to communicate solely with the Respondent Representative and may disregard communications from other persons on behalf of the Respondent during the Competitive Selection Process.

All communication and enquiries regarding any aspect of this RFQ, including any request for information (“Request for Information” or “RFI”), should be directed to the Contact Person by

email and clearly marked “Highway11 Interchange Project RFQ Enquiry”. Respondents are encouraged to submit RFIs using the Request for Information Form (Appendix F).

The following will apply to any RFI:

- a) any Response to Respondents (“RTR”) will be in writing;
- b) RFIs to, and responses from, the Contact Person will be recorded;
- c) A Respondent may request that a response to an RFI be kept confidential if the Respondent considers the RFI to be commercially sensitive and clearly marks the RFI as “Commercial in Confidence”. If the Province decides that such an RFI should be distributed to all Respondents, then the Province will permit the enquirer to withdraw the RFI rather than receive a response;
- d) notwithstanding Section 3.6(c) of this RFQ, any RFI and response may, in the Province’s discretion, be distributed to all Respondents, if the Province, at its discretion, considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. The Province may keep either or both the RFI and its response confidential if in the judgment of the Province it is fair or appropriate to do so; and
- e) the Province is not required to provide a response to any RFI.

Information offered to Respondents in respect of this RFQ from sources other than the Contact Person is not official, may be inaccurate, and should not be relied on in any way, by any person, for any purpose.

3.7 No Communication with Media or the Public

Respondents are not to communicate, including by media releases, interviews, web or social media postings, and are to ensure their Respondent Team Members, including their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, and agents, and all other persons associated with any of the Respondent Team Members, do not communicate, in respect of any part or parts of the Project or the Competitive Selection Process with the media or the public unless the prior written consent of the Province is obtained.

Respondents are to promptly notify the Province of any requests for interviews or other requests from media in connection with the Project received by the Respondent, any of its

Respondent Team Members, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, or any other persons associated with any of them.

Respondents are to ensure that all of their respective Respondent Team Members including their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, and agents involved in the Project, and all other persons associated with any of them in connection with the Project, are informed of and observe the provisions of this RFQ.

3.8 Delivery and Receipt of Communications, Addenda, and Other Documents

The Province does not assume any risk, responsibility, or liability whatsoever and makes no guarantee, warranty or representation whatsoever including as to:

- a) the timeliness, completeness, effectiveness or condition upon delivery or receipt of any communication, enquiry, response, information, or other documentation, including this RFQ, any and all Addenda, any RFI or RTR and any Responses or Revisions, from, to or by any person including any Respondent or the Province, whether delivered by email, hand, or courier; and,
- b) the working order, functioning or malfunctioning or capacity of any electronic email or information system or medium, including the Project Website.

All email communications or delivery of documents relating to this RFQ will be considered for all purposes to have been received by the Province on the dates and at the times indicated on the Province's electronic equipment.

Each part of this RFQ, any and all Addenda and any other communications, responses or other documentation delivered by or on behalf of the Province will be considered validly delivered to and received by the intended recipient, including any Respondent, at the time that the RFQ, such Addenda or such other communication, response or other documentation, as the case may be, is issued by email to the email address designated by the Respondent as the email address for receipt of information in connection with this RFQ.

3.9 Addenda to RFQ

The Province may, at its discretion through the Contact Person, amend or clarify the terms or contents of this RFQ, including the Submission Time, at any time by Addendum issued through the Contact Person and on BC Bid. Addenda are the only means of amending this RFQ, and no other form of communication, whether written or oral, including written

responses to enquiries and RTRs, are included in or form part of or in any way amend this RFQ.

3.10 Definitive Record

The electronic conformed version of the RFQ in the custody and control of the Province prevails.

3.11 Revisions to Responses Prior to the Submission Time

A Respondent may amend or withdraw its Response at any time prior to the Submission Time by delivering written notice to the Contact Person at the Submission Location.

4 Evaluation

4.1 Evaluation

The evaluation of Responses will be conducted by the Province with the assistance of other persons as the Province may decide it requires, including technical, financial, legal, and other advisors or employees and representatives of the Province, Infrastructure BC and other government agencies and private sector advisors and consultants.

4.2 Evaluation Criteria

The Province will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A.

4.3 Evaluation and Competitive Selection Process

As part of the evaluation and the Competitive Selection Process, the Province at its discretion may:

- a) conduct reference, credit, or other checks with any or all of the references and other sources cited in a Response;
- b) in confidence, obtain and rely upon technical, financial, legal, and other input, advice and direction from government and private sector advisors and consultants provided in carrying out any Response evaluations and related activities, enquiries, reviews, and checks;
- c) independently verify any information regarding a Respondent or Respondent Team Member, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, or agents, whether or not contained in any Response; conduct any background investigations it considers necessary or desirable during the course of the Competitive Selection Process; seek clarification, rectification or more complete, supplementary or additional information or documentation from any Respondent, including in connection with any Response, any Respondent, any Respondent Team composition or any Respondent Team Member, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents;
- d) rely upon, consider, or disregard any irrelevant or relevant information and documentation, including any clarification, rectification or more complete, supplementary, or additional information or documentation, as the case may

be, contemplated in Sections 4.3(a) to (e) or otherwise obtained from any other source the Province at its discretion considers appropriate; and

- e) include in the evaluation of any Response consideration of any supplementary or additional documents and information submitted pursuant to this RFQ and advice and input from the Province's internal and external government and private sector advisors and consultants.

Without limiting any other provision of this RFQ, the Province, at its discretion, may at any time decline to evaluate or cease evaluation of any Response for any reason considered appropriate by the Province, including:

- f) the Province considers the Response is incomplete;
- g) after reviewing the information submitted in the Response relating to the requirements set out in Table 3 of Appendix A, the Province considers that the information submitted is insufficient to demonstrate to the satisfaction of the Province, that the Respondent and each Respondent Team Member (other than Key Individuals) has the financial capacity to fulfill its obligations in respect of the Project; or
- h) the Province considers the Respondent or Response, as compared to all the Respondents and Responses, is not in contention to be shortlisted.

The Province at its discretion may disregard any experience, capacity or other information contained in any Response that is not verifiable to the satisfaction of the Province, or that otherwise is not responsive to any provision of this RFQ.

4.4 Interviews/Presentations

The Province at its discretion may request all or any Respondents to participate in interviews with or present their Responses to the Province during the evaluation process. Such interviews or presentations should be specific to the Project and should not contain any marketing information of the Respondent, Respondent Team, or Respondent Team Members.

4.5 Debriefing

The Province may, at its discretion and upon written request, conduct a debriefing for any Respondent if the debriefing is requested within 30 days after the announcement of the shortlisted Respondents. The debriefing may include discussing the strengths and weaknesses, score, and ranking of that Respondent's Response. The Province will not disclose or discuss any confidential information of another Respondent.

5 Other Provisions

5.1 No Obligation to Proceed

This RFQ does not commit the Province in any way to proceed to an RFP phase or award a contract, and the Province reserves the complete right to, at any time, reject all Responses and to terminate the Competitive Selection Process established by this RFQ and proceed with the Project in some other manner as the Province may decide at its discretion.

5.2 Freedom of Information and Protection of Privacy Act and Confidentiality

All documents and other records in the custody of, or under the control of, the Province are subject to the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”) and other applicable legislation.

By submitting a Response, the Respondent represents and warrants to the Province that the Respondent has complied with all applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such person and to the submission of such information to the Province for the purposes of or in connection with this RFQ and the Competitive Selection Process.

Except as expressly stated in this RFQ and subject to FOIPPA and other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential.

By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as Appendix C to this RFQ.

Proponents will also be required to sign a Proponent Agreement as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions. The Province expects the form of the Proponent Agreement will be substantially as set out in Appendix G.

5.3 Cost of Preparing the Response

Each Respondent is solely responsible for all costs and expenses incurred in preparing its Response, including without limitation all costs of providing information requested by the Province, attending meetings, and conducting due diligence.

5.4 Actions by the Province/Reservation of Rights

The Province reserves the right, at its discretion, to exercise any or all of the following rights:

- a) modify, replace, substitute, postpone, extend, cancel, or suspend, temporarily or otherwise, the RFQ process or any or all phases of the Competitive Selection Process;
- b) re-issue this RFQ or any request for qualifications, or issue or implement any other selection process for or take any steps or actions to procure the delivery of the same or similar Project or any part or parts of the works comprising the Project, including entering into negotiations with any person; amend any part of this RFQ, including the scope or any other part of the Project, the dates, schedules, timelines, Submission Location, Submission Time, Competitive Selection Process or any other provision or provisions of this RFQ; consider, evaluate, accept, not accept, not consider, not evaluate, or discontinue evaluation of any Response;
- c) notify any Respondent, any Respondent Team, any Respondent Team Member, or any prospective Respondent Team Member that it is or has become ineligible to participate in or continue participating in the RFQ phase or any other part of the Competitive Selection Process;
- d) disregard any defect, deficiency, or irregularity, including any alteration, qualification, omission, error, inaccuracy, misstatement, non-compliance, or non-conformity including as to form, content, timeliness of submission or other defect, deficiency, or irregularity in a Response, and consider and evaluate that Response, including any more complete, supplementary, and additional information or documentation received from the Respondent; and
- e) not consider or evaluate any or all Responses;

At any time and for any reason or reasons the Province, at its discretion, considers appropriate and to be solely in the best interests of the Province or the Competitive Selection Process.

Without limiting any other provision of this RFQ, none of the Province, Infrastructure BC, British Columbia Transportation Financing Authority (“BCTFA”), the Fairness Reviewer, the Conflict of Interest Adjudicator (“COI Adjudicator”) or any of their respective elected officials, directors, officers, employees, servants, representatives, agents, consultants and advisors have any responsibility, obligation or liability whatsoever, in contract, tort or otherwise, for Claims, reimbursement, costs, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way by any Respondent, Respondent Team, or Respondent Team Member, or by any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with any of them, or by any prospective Respondent, Respondent Team

or Respondent Team Member or any other person in connection with, relating to or arising from any or all Responses, any use of or reliance on any information provided on the Program Website, the Restricted Parties list (as described in Section 5.11.2 of this RFQ), any identification of or failure to identify (in a timely manner or at all) any person as a Restricted Party, any ruling or advice of or failure to provide a ruling or advice (in a timely manner or at all) of the COI Adjudicator, any RFI, response to enquiries or RTR or failure to provide any response to enquiries or RTR (in a timely manner or at all), this RFQ including any of the matters described in Section 4.3 and this Section 5.4 of this RFQ, the Competitive Selection Process or any departure (fundamental or otherwise) from the provisions of this RFQ or the Competitive Selection Process.

5.5 Ownership of Response

All Responses submitted to the Province will become the property of the Province and, subject to FOIPPA and the terms of this RFQ, will be held in confidence by the Province.

5.6 Disclosure and Transparency

The Province expects to publicly disclose the following information during the RFQ phase of the Competitive Selection Process: this RFQ, the number of Respondents and their Respondent Team Members, and the name of the Proponents.

The disclosure to the public of any information generated in relation to the Project or the Competitive Selection Process, including through communications with the media, social media, and the public, is to be coordinated with and is subject to the prior approval of the Province.

Respondents are to promptly notify the Province of any requests for interviews or other requests from media in connection with the Project received by the Respondent, any of its Respondent Team Members, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, and agents, or any other persons associated with any of them.

5.7 No Communication or Collusion

Respondents, their Respondent Team Members and any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with them, are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team Members or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, agents or representatives, or any other persons associated with any of them, regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

Each Respondent is to ensure that its Response has been prepared and submitted without collusion or fraud and in fair competition with other Respondents and Respondent Teams and prospective Respondents and Respondent Teams.

5.8 No Lobbying

Respondents are to ensure that they and their respective Respondent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other persons associated with any of them, do not communicate or attempt to communicate directly or indirectly with the Province (including any elected official), Infrastructure BC, any Restricted Party, or any directors, officers, employees, consultants, advisors, representatives or agents of any of them, in relation to the Project, this RFQ, or the Competitive Selection Process, except as expressly directed or permitted by the Province.

5.9 Changes

5.9.1 CHANGES TO RESPONDENTS AND RESPONDENT TEAMS

The Province intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents. If for any reason, after the Submission Time, a Respondent wishes or requires to add, remove or otherwise change its Respondent Team or any of its Respondent Team Members, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of management actions or policies of a member) of a Respondent Team Member, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team Members, then the Respondent will submit a written application to the Province for approval.

The Respondent will include in such written request a comprehensive description of the change, the reason for the change, and sufficient information and documentation, including suitability, knowledge, skills, resources, experience, qualifications, and abilities of the persons involved in the change, to enable the Province to consider at its discretion whether the change, if consented to by the Province, will result in the Respondent and its Respondent Team, considered separately and as a whole, meeting or exceeding the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Respondent and its Respondent Team, considered separately and as a whole, before the change. The Respondent will provide such further information and documentation as the Province may request.

The Province at its discretion may, by written notice, consent or decline to consent to any change. Any consent of the Province may be on and subject to such terms and conditions as the Province at its discretion may consider appropriate.

5.9.2 CHANGES TO PROPONENTS AND PROPONENT TEAMS

The RFP will include a process consistent with that set out in Section 5.9.1 of this RFQ requiring that changes to a Proponent or any of the members of its team in connection with the Proposal (which team will be defined in the RFP and will include, without limitation, the Respondent Team Members) may only be made with the express written consent of the Province and that the Province, at its discretion, may consent or decline to consent to any such change, subject to such terms and conditions as the Province at its discretion may consider appropriate.

5.10 Relationship Disclosure and Review Process

The Province reserves the right to disqualify, at its discretion, any Respondent, that in the Province's opinion, has an actual or perceived conflict of interest or unfair advantage or has a relationship that has the potential for creating an actual or perceived conflict of interest or unfair advantage, or may permit the Respondent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise, as required by the Province.

Each Respondent is to fully disclose all relationships that it or any of its Respondent Team Members may have with the Province, or any subsidiary agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, any Restricted Party, or any other person providing advice or services to the Province with respect to the Project:

- a) by submission of a completed and executed Relationship Disclosure Form with the Respondent's Response; and
- b) thereafter during the Competitive Selection Process, by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

In addition, each Respondent is to fully disclose in the Relationship Disclosure Form or thereafter by written notice all relationships of which it or any of its Respondent Team Members is aware between any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, or any other persons associated with any of them, with the Province, or any subsidiary agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, any Restricted Party or any other person providing advice or services to the Province with respect to the Project, that constitutes an actual or perceived conflict of interest or unfair advantage or has the potential for creating an actual or perceived conflict of interest or unfair advantage.

At the time of any disclosure under Section 5.10 of this RFQ, the Respondent is to include sufficient information and documentation to demonstrate that appropriate measures have

been or will be implemented to mitigate, minimize, or eliminate the actual, potential, or perceived conflict of interest or unfair advantage, as applicable. The Respondent is to provide such additional information and documentation and may be required to implement such additional measures as the Province at its discretion may require in connection with the Province's consideration of the disclosed relationship and proposed measures.

The Province and the COI Adjudicator may, at their discretion, consider actual, potential or perceived conflicts of interest and unfair advantage.

A description of the relationship review process is provided on the Project Website.

5.11 Relationships

5.11.1 USE OR INCLUSION OF RESTRICTED PARTIES

The Province may, at its discretion, disqualify any Respondent or permit a Respondent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province, if the Respondent, any of its Respondent Team Members, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other persons associated with any of them is a Restricted Party or if the Respondent, any of its Respondent Team Members or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other persons associated with any of them uses, directly or indirectly, a Restricted Party:

- a) to advise or otherwise assist the Respondent respecting the Respondents participation in the Competitive Selection Process; or
- b) as a Respondent Team Member or as an employee, advisor or consultant to the Respondent or a Respondent Team Member.

Each Respondent is responsible to ensure that, in connection with the Respondent's participation in the Competitive Selection Process, neither it nor any of its Respondent Team Members nor any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with any of them is or includes or uses, consults or seeks advice, directly or indirectly, from any Restricted Party except as permitted by this Section 5.11.

5.11.2 RESTRICTED PARTIES

As at the date of issue of this RFQ, the Province has identified the following as Restricted Parties, including their former and current employees who fall within the definition of Restricted Party:

- Al Knight
- Associated Engineering Ltd. (Certain individuals only)
- Atkins Realis (Certain individuals only)
- 3D Geomatics Inc.
- BKL Consulting Ltd. (Certain individuals only)
- Bale Project Consulting
- Boughton Law Corporation
- Charter Project Delivery Inc.
- COWI North America, Ltd. (Certain individuals only)
- Deloitte
- DMD & Associates Electrical Consultants Ltd. (Certain individuals only)
- Elevation Technical Services
- Farris LLP
- Frank Margitan
- GHD Group Pty Ltd.
- Gilmour Infrastructure Consulting
- Great Northern Engineering Consultants Inc.
- Hatch Ltd.
- Hyde Project Management Services
- ISL Engineering and Land Services Ltd. (Certain individuals only)
- Iterum Law Corp
- Izett Engineering Ltd.
- J. Buckle Consulting Ltd.
- McElhanney Ltd.
- Neon Consulting Ltd.
- Parsons Inc. (Certain individuals only)
- PBX Engineering Ltd. (Certain individuals only)
- Proactive Infrastructure Consulting Inc.
- Seero Engineering Consulting Ltd.
- Stites Consulting Inc.

- Susan Hollingshead (UBC)
- Tetra Tech Inc.
- Thurber Engineering Ltd. (Certain individuals only)
- Transcan Engineering Ltd.
- TY Lin International
- Urban Systems Ltd. (Certain individuals only)
- The Province, BCTFA or Infrastructure BC Inc, including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. The Province may identify additional Restricted Parties, including by being added by Addendum to the list during the Competitive Selection Process.

There may be organizations not included in the above list that employ individual Restricted Parties where the organization and relevant individuals are subject to ethical protocols and safeguards to address potential conflict of interest or unfair advantage issues. Respondents are responsible for making appropriate enquiries with any organization or individual they intend to involve in the preparation of a Response.

Some of the organizations included in the above list are considered to be “Free of Restrictions” except for certain individuals identified by the Province’s Relationship Review Committee as Restricted Parties. These organizations are eligible to participate in the Project on behalf of a Respondent Team provided that they implement ethical barriers between restricted members of their organization and those who are unrestricted, and confirm to the Relationship Review Committee that those ethical barriers are in place.

5.11.3 SHARED USE

A Shared Use Person is a person identified by the Province as eligible to enter into arrangements with any and all Respondents but may not enter into exclusive arrangements with any Respondent. Shared Use Persons include persons who have unique or specialized information or skills such that the Province considers at its discretion their availability to all Respondents to be desirable in the interests of the Competitive Selection Process.

No Shared Use Persons have been identified for the Project; however, the Province may from time to time identify one or more persons as a Shared Use Person.

5.11.4 CONFLICT OF INTEREST ADJUDICATOR

Boughton Law Corporation acting, principally, through the services of Doug Hopkins has been appointed as COI Adjudicator to make decisions on conflicts of interest and unfair advantage and other relationships, including whether any person is a Restricted Party.

The COI Adjudicator and the Province may make decisions or exercise rights under this Section 5.11 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 5.11 will apply with such modifications as the Province, or the COI Adjudicator may consider necessary.

The Province or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time.

There is no requirement for all issues to be referred to the COI Adjudicator.

5.11.4.1 Request for Advance Rulings

A Respondent or a current or prospective Respondent Team Member or a current or prospective advisor or consultant to a Respondent or Respondent Team Member who has any concerns regarding whether it or any of its current or prospective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents is or may be a Restricted Party or has a concern about a conflict of interest or unfair advantage it may have, is encouraged to request an advance ruling in accordance with this Section 5.11.4.1

To request an advance ruling, a Respondent or a current or prospective Respondent Team Member or a current or prospective advisor or consultant to a Respondent or Respondent Team Member should submit to the Contact Person by email, not less than 10 business days prior to the Submission Time, all relevant information and documentation, including:

- a) names and contact information of the Respondent and the person in respect of which the advance ruling is requested;
- b) a detailed description of the relationship that may constitute or give rise to an actual, potential, or perceived conflict of interest or unfair advantage;
- c) a detailed description of the steps taken to date and future steps proposed to be taken to eliminate or mitigate the conflict of interest or unfair advantage; and
- d) copies of any relevant documentation.

The Province may make an advance ruling or may refer the request for an advance ruling to the COI Adjudicator. If the Province refers the request to the COI Adjudicator, the Province may make its own submissions regarding the issues raised to the COI Adjudicator.

Subject to Section 5.2 of this RFQ, all requests for advance rulings will be treated in confidence. If any person, including any Respondent or current or prospective Respondent Team Member or advisor or consultant, becomes a Restricted Party, it may be listed in an Addendum to this RFQ or in subsequent Competitive Selection Process documents as a Restricted Party.

5.11.4.2 The Province May Request Advance Rulings

The Province may also independently make advance rulings or may seek an advance ruling from the COI Adjudicator, where the Province identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The Province will, if it seeks an advance ruling from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Province seeks an advance ruling from the COI Adjudicator, the Province will give notice to the Respondent and may give notice to the possible Restricted Party so that it may make its own submissions into the issues raised to the COI Adjudicator.

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 5.11.4.1.

5.11.4.3 Decisions Final and Binding

The decision of the Province or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team Members, and the Province. The Province or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.

5.11.5 EXCLUSIVITY

Unless permitted by the Province, at its discretion, or permitted as a Shared Use person, each Respondent will ensure that no Respondent Team or Respondent Team Member, any firm or employer of any of its Key Individuals, or any Affiliated Person of any member of its Respondent Team, or any firm or employer of any of its Key Individuals, participates as a member of any other Respondent Team.

If the Respondent contravenes the foregoing, the Province reserves the right to disqualify the Respondent, or to permit the Respondent to continue and impose such conditions as may be required by the Province. Each Respondent is responsible, and bears the onus, to ensure that

the Respondent, the Respondent Team and each Respondent Team Member, and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Respondent Team Member who has any concerns regarding whether participation does, or will, contravene the foregoing is encouraged to request an advance ruling. To request an advance ruling on matters related to exclusivity, the Respondent or prospective Respondent Team member should submit to the Contact Person, not less than 10 business days prior to the Submission Time by email, the following information:

- a) names and contact information of the Respondent or prospective Respondent Team member making the disclosure;
- b) a detailed description of the relationship that raises the possibility of non-exclusivity;
- c) a detailed description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- d) copies of any relevant documentation.

The Province may require additional information or documentation to demonstrate to the satisfaction of the Province at its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the Province in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

5.11.5.1 Exclusivity – The Province May Request Advance Rulings

The Province may also independently make advance rulings or may seek an advance ruling from the COI Adjudicator, where the Province identifies a matter related to exclusivity. The Province will, if it seeks an advance ruling from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Province seeks an advance ruling from the COI Adjudicator, the Province will give notice to the Respondent so that it may make its own response to the COI Adjudicator.

The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 5.11.5 of this RFQ.

5.11.5.2 Exclusivity – Rulings Final and Binding

The decision of the Province or the COI Interest Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team and Respondent Team Members and the Province. The Province or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstance in which a decision may be amended or supplemented.

The Province may provide any decision by the Province or the COI Adjudicator regarding matters related to exclusivity to all Respondents if the Province, at its discretion, determines that the decision is of general application.

5.12 Fairness Reviewer

The Province has appointed Jane Shackell, KC as the Fairness Reviewer to monitor the Competitive Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Selection Process. The Fairness Reviewer will provide a written report at the end of the RFQ phase that will be released publicly.

The Fairness Reviewer will be:

- a) provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Reviewer, at its discretion, decides is required; and
- b) kept fully informed by the Province of all documents and activities associated with this RFQ.

Respondents may contact the Fairness Reviewer directly with regard to concerns about the fairness of the Competitive Selection Process.

5.13 No Representation for Accuracy of Information

None of the Province, BCTFA, Infrastructure BC or any of their respective representatives, agents, consultants or advisors makes any representation or warranty, or has any liability or responsibility whatsoever, with respect to the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in this RFQ or its appendices (as amended from time to time), the Program Website, or in any other background or reference information or documents made available to Respondents pursuant to or in connection with this RFQ.

Responses are to be prepared and submitted solely based on information independently obtained and verified by each Respondent, and on the basis of the Respondent's independent

investigations, examinations, knowledge, analysis, interpretation, information, and judgment, rather than in reliance on information provided in, pursuant to or in connection with this RFQ or on the Respondent's analysis or interpretation of any such information.

Nothing in this RFQ or otherwise relieves Respondents from responsibility for undertaking their own investigations and examinations and developing their own analysis, interpretations, opinions, and conclusions with respect to the matters set out or referred to in this RFQ and the preparation and delivery of their Responses.

6 Definitions

In this RFQ the following terms have the meanings set out as corresponding to those terms:

“Addenda” or **“Addendum”** means each amendment to this RFQ issued by the Contact Person as described in Section 3.9 of this RFQ.

“Affiliated Persons” or affiliated person, or persons affiliated with each other, are:

- a) a corporation and
 - 1) a person by whom the corporation is controlled,
 - 2) each member of an affiliated group of persons by which the corporation is controlled, and
 - 3) a spouse or common-law partner of a person described in subparagraph 1) or 2) or (b);
- b) two corporations, if
 - 1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - 2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
 - 3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- c) a corporation and a partnership, if the corporation is controlled by a particular group of persons, each member of which is affiliated with at least one member of a majority interest group of partners of the partnership, and each member of that majority interest group is affiliated with at least one member of the particular group;
- d) a partnership and a majority interest partner of the partnership;
- e) two partnerships, if

- 1) the same person is a majority interest partner of both partnerships,
 - 2) a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
 - 3) each member of a majority interest group of partners of each partnership is affiliated with at least one member of a majority interest group of partners of the other partnership;
- f) a person and a trust, if the person
- 1) is a majority interest beneficiary of the trust, or
 - 2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority interest beneficiary of the trust; and
- g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
- 1) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
 - 2) a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or
 - 3) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

“**BCTFA**” means the British Columbia Transportation Financing Authority, a corporation continued under the *Transportation Act* (British Columbia).

“**Claims**” includes any claims, actions, proceedings, causes of action, suits, debts, dues, accounts, bonds, warranties, claims over, indemnities, covenants, contracts, losses (including indirect and consequential losses), damages, remuneration, compensation, costs, expenses, grievances, executions, judgments, obligations, liabilities (including those relating to or arising out of loss of opportunity or loss of anticipated profit), rights and demands whatsoever, whether actual, pending, contingent or potential, whether express or implied, whether present or future and whether known or unknown, and all related costs and expenses, including legal fees on a full indemnity basis, howsoever arising, including pursuant to law, equity, contract, tort, statutory or common law duty, or to any actual or implied duty of good faith or actual or implied duty of fairness, or otherwise.

“Competitive Selection Process” means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, this RFQ.

“Confidential Information” has the meaning given to it in the Confidentiality Agreement.

“Confidentiality Agreement” means the form substantially as attached as Appendix C.

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** means the Conflict of Interest Adjudicator described in Section 5.11.4 of this RFQ.

“Construction Firm” means an entity or entities exclusive to one Respondent Team identified by a Respondent in its Response to have primary responsibility for carrying out the construction of the Project.

“Construction Manager” means the individual who will be responsible for management and coordination of all Project construction issues and activities as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Contact Person” means the Contact Person as set out in the Summary of Key Information.

“Contract Execution” means the date on which the Design-Build Agreement is entered into between the Province and Design-Builder.

“Definitive Design-Build Agreement” means the documentation forming part of the RFP and comprising the Draft Design-Build Agreement as revised and amended by Addenda and delivered to the Proponents in accordance with the RFP.

“Design-Build Agreement” means the agreement or agreements, if any, entered into by the Province and Design-Builder for the delivery of the Project.

“Design Firm” means an entity or entities exclusive to one Respondent Team identified by a Respondent in its Response to have primary responsibility for carrying out the design of the Project.

“Design Manager” means the individual who will be responsible for management and coordination of all Project design issues and activities as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Draft Design-Build Agreement” means the form of Design-Build Agreement issued as part of the RFP.

“Evaluation Criteria” means the Evaluation Criteria described in Appendix A.

“Fairness Reviewer” means the Fairness Reviewer described in Section 5.12 of this RFQ.

“First Nations Participation Nominated Projects” means those projects that a Respondent includes in its Response to demonstrate the strength and relevance of its Respondent Team Members’ experience and capabilities with First Nations involvement in project delivery as related to the Evaluation Criteria.

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act* (British Columbia).

“Gender-Based Analysis Plus” or **“GBA+”** has the meaning described in Section 1.7.9 of this RFQ.

“Infrastructure BC” means Infrastructure BC Inc.

“Key Individual” means an individual exclusive to one Respondent Team identified by a Respondent in its Response to hold a key position in the event that the Respondent becomes Design-Builder. At the time the Design-Build Agreement is entered into, a Key Individual may be an employee, subcontractor or consultant of Design-Builder, the Design Firm, or the Construction Firm. The Key Individuals identified include the following positions:

- (a) Project Manager;
- (b) Design Manager;
- (c) Construction Manager;

and such other positions as may be specified as being Key Individuals in subsequent phases of the Competitive Selection Process, including the RFP phase.

“Preferred Proponent” means the Proponent, if any, selected by the Province as part of the Competitive Selection Process to enter into the Design-Build Agreement.

“Project” or **“Highway 11 Interchange Project”** means the design and construction of the specified infrastructure and related ancillary work as described in this RFQ.

“Project Experience Nominated Projects” means those projects that a Respondent includes in its Response to demonstrate the strength and relevance of its Respondent Team experience and capabilities as related to the Evaluation Criteria.

“Project Manager” means the individual proposed by the Respondent to be responsible for leading Design-Builder through the term of the Design-Build Agreement, as identified in the Respondent’s Response.

“Project Website” means the publicly available website established by the Province for the Project, as described in Section 1.6 of this RFQ.

“Proponent” means a Respondent who has been shortlisted under this RFQ to be eligible to submit a Proposal in response to the RFP.

“Proponent Agreement” means an agreement substantially in the form set out in Appendix G to this RFQ.

“Proposal” means a submission prepared by a Proponent in response to the RFP.

“Province” means His Majesty the King in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

“Receipt Confirmation Form” means the form substantially as attached as Appendix B.

“Relationship Disclosure Form” means the form substantially as attached as Appendix D.

“Request for Information” or “RFI” means a request for information as described in Section 3.6 of this RFQ.

“Request for Information Form” means the form set out in Appendix F of this RFQ.

“Request for Proposals” or “RFP” means the request for proposals which may be issued by the Province as a phase of the Competitive Selection Process.

“Request for Qualifications” or “RFQ” means this request for qualifications issued by the Province as the first phase of the Competitive Selection Process.

“Respondent” means:

- a) before the Submission Time, any party described in Section 1.3 of this RFQ that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
- b) After the Submitting Time, any party described in Section 1.3 of this RFQ that has submitted a Response.

“Respondent Representative” means the person, identified in the Receipt Confirmation Form (Appendix B), who is fully authorized to represent the Respondent in any and all matters related to its Response.

“Respondent Team” means a Respondent’s proposed Design-Builder, Design Firm, Construction Firm, and Key Individuals as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Respondent Team Member” means a member of a Respondent Team as may be changed pursuant to this RFQ.

“Response” means the formal response to this RFQ by a Respondent.

“Response Declaration Form” means the form substantially as attached as Appendix E.

“Responses to Respondents” or “RTRs” means the documents entitled “Response to Respondents” and issued by the Province through the Contact Person to respond to enquiries or RFIs or otherwise to provide any information, communication, or clarification to Respondents or any of them, and **“Response to Respondents” or “RTR”** means any one of such documents.

“Restricted Party” means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process, the design, planning or implementation of the Project, and who may have or may provide a material unfair advantage, including without limitation as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

“Revisions” means changes made by a Respondent to its Response, including a withdrawal of its Response, in accordance with this RFQ, and **“Revision”** means any one of such Revisions.

“Shared Use Persons” means those persons, if any, who are specifically named in Section 5.11.3 of this RFQ.

“Statutory Holiday” means holiday as defined by BC Interpretation Act.

“Stipend” means the sum described as the stipend in Section 2.3 of this RFQ.

“Submission Location” means the submission location identified as such in the Summary of Key Information.

“Submission Time” means the submission time and date identified as such in the Summary of Key Information.

“Summary of Key Information” means the page or pages having the same name and forming a part of this RFQ.

“Termination Fee” means the sum described as the termination fee in Section 2.3 of this RFQ.

“UNDRIP” means the United Nations Declaration on the Rights of Indigenous Peoples.

7 Interpretation

In this RFQ:

- a) the headings, captions, and formatting are inserted for convenience only and are not to be used in the interpretation of this RFQ;
- b) when an action, decision, consent or approval or any other thing is said to be in the Province's "discretion" or words of like effect, unless the context otherwise requires, it means the sole, absolute, and unfettered discretion of the Province;
- c) words, including "they", "them" and "their", which may import the plural include the singular and vice versa;
- d) words which may import gender are interpreted as gender neutral;
- e) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of or Appendix to, this RFQ;
- f) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ;
- g) all dollar values are Canadian dollars unless otherwise indicated;
- h) a reference to a "person" includes a reference to an individual, legal person representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union, or government authority;
- i) the words "including" and "includes" are not meant to be limiting; and
- j) All time references are to the 24-hour time clock system unless otherwise indicated.

This RFQ may be subject to one or more trade agreements.

APPENDIX A Response Guidelines

Part 1. Response Guidelines

Responses should:

- a) Be clearly marked with the words, “**Response to RFQ – Highway 11 Interchange Project**” and addressed to the Submission Location;
- b) Include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A may not be evaluated, at the discretion of the Province.
- c) Follow the submission structure provided in Table A-1 of this Appendix A. Material submitted which exceeds the pages noted limit may not be evaluated, at the discretion of the Province.
- d) Be clear and concise.
- e) Be submitted as one electronic file consolidating all packages in searchable PDF format and submitted on one USB flash drive.
- f) Be printable on 8.5” x 11” paper size with a minimum font size of 11 point, narrow typefaces are to be avoided (charts and tables can be on larger paper size, max. 11” x 17”). Preferable to avoid multiple columns of text on one page.
- g) Within the packages, follow the response structure and content requirements outlined in Table A-3 of this Appendix A.

TABLE A-1: SUBMISSION STRUCTURE

Package	Contents	Page Limit
Package 1	<ul style="list-style-type: none"> • Transmittal Letter; • Section 1 of Part 3 in this Appendix A; • Relationship Disclosure Form (see Appendix D of this RFQ) signed by the Respondent; • Response Declaration Form (see Appendix E of this RFQ) signed by the Respondent; and • A table listing all the individuals and companies named in Packages 1-6 of the Response. 	No Limit
Package 2	Design-Builder (see Section 2 of Part 3 of this Appendix A)	18 pages
	Project Manager resume to be included as an appendix to Package 2 (see Section 2 of Part 3 of this Appendix A)	10 pages
Package 3	Design (see Section 3 of Part 3 of this Appendix A)	15 pages
	Design Manager resume to be included as an appendix to Package 3 (see Section 3 of Part 3 of this Appendix A)	10 pages
	Construction (see Section 3 of Part 3 of this Appendix A)	15 pages
	Construction Manager resume to be included as an appendix to Package 3 (see Section 3 of this Appendix A)	10 pages
Package 4	First Nations Relationships, Apprenticeships, Training and Development (First Nations and Non-Indigenous) (see Section 4 of Part 3 of this Appendix A)	15 pages
Package 5	Financial information (see Section 5 of Part 3 of this Appendix A)	No limit
Package 6	Project Experience Nominated Projects information (see Section 6 of Part 3 of this Appendix A)	3 pages per Form A-1
	Project Experience Nominated Projects information Summary (see Section 6 of Part 3 of this Appendix A)	2 pages per Form A-2
	First Nations Participation Nominated Projects information (see Section 6 of Part 3 of this Appendix A)	3 pages per Form A-3

Part 2. Evaluation Criteria

Subject to Section 4.3, the Province will evaluate Responses by applying the Evaluation Criteria and weighting outlined in Table A-2 of this Appendix A, in accordance with each section of the Response content requirements outlined in Table A-3 of this Appendix A.

Without limiting in any way, the Province's rights and discretions, including in Section 5.4 of this RFQ, in respect of any of the requirements referenced in Table A-3 of this Appendix A, the Province may in its discretion, after reviewing the contents of the Response in accordance with Section 5.1 of Table A-3 of this Appendix A, discontinue the evaluation of any Response in accordance with the provisions of Section 4.3 of this RFQ.

TABLE A-2 – EVALUATION CRITERIA AND WEIGHTING

Section	Evaluation Criteria	Weighting
Section 2 Design-Builder	Strength and relevance of demonstrated experience and capability relating to: 2.1 Project Management Experience (refer to Section 2.1 of Part 3 of this Appendix)	25 points
	2.2 Key Individual Key Position - Project Manager (refer to Section 2.2 of Part 3 of this Appendix)	5 points
	Section 3 Design and Construction	Strength and relevance of demonstrated experience and capability relating to: 3.1 Design experience (refer to Section 3.1 of Part 3 of this Appendix)
	3.2 Key Individual Key Position - Design Manager (refer to Section 3.2 of Part 3 of this Appendix)	5 points
	Strength and relevance of demonstrated experience and capability relating to: 3.3 Construction (refer to Section 3.3 of Part 3 of this Appendix)	25 points

Section	Evaluation Criteria	Weighting
	3.4 Key Individual Key Position - Construction Manager (refer to Section 3.4 of Part 3 of this Appendix)	5 points
Section 4 First Nations Relationships, Contracting Opportunities, and First Nations and Workforce Diversity, Apprenticeships, Training and Development	<p>Strength and relevance of demonstrated experience and capability relating to:</p> <p>4.1 First Nations Relationships (refer to Section 4.1 of Part 3 of this Appendix)</p> <p>4.2 First Nations Contracting Opportunities, Apprenticeships, Training and Development (refer to Section 4.2 of Part 3 of this Appendix)</p> <p>4.3 Workforce Diversity in Apprenticeships, Training, and Development (refer to Section 4.3 of Part 3 of this Appendix)</p>	10 points
Section 5 Financial	5.1 Financial Capacity	See Section 4.3 of the RFQ
Total		100 points

Part 3. Response Format

Respondents should use the Section numbers and titles provided in Table A-3 below in preparing their Responses.

TABLE A-3 – RESPONSE CONTENT REQUIREMENTS

Section	Title	Response Content Requirements
1.	Introduction	
1.1	Respondent Team	<ul style="list-style-type: none"> a) Provide the legal name of the entity or entities comprising each of the following: <ul style="list-style-type: none"> i. Design-Builder ii. Design Firm iii. Construction Firm b) Provide an organization chart(s) describing all of the proposed major contractual and partnership relationships among the Respondent Team Members, and the entities comprising each: <ul style="list-style-type: none"> i. Design-Builder ii. Design Firm iii. Construction Firm c) Provide the project organization chart(s) showing the proposed reporting relationships of the following:

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> i. Senior project management (including all Key Individuals); ii. Management committee(s) iii. Design-Builder board(s) (or their organization equivalents). <p>d) Provide a short description of the Respondent and each Respondent Team Member excluding individuals (for publication of the teams who become the short-listed Respondents).</p>
1. 2	Contact Information	<p>Provide the name and contact details for the Respondent Representative.</p> <ul style="list-style-type: none"> ▶ Name; ▶ Employer; ▶ Mailing/courier addresses; ▶ Telephone number; and ▶ Email address. <p>Please note: The Respondent's Representative will be the <u>only</u> person to receive communication from the Contact Person regarding this RFQ.</p>
2.	Design-Builder	

Section	Title	Response Content Requirements
2.1	Project Development and Management	<p>For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including relevance to the Project, the Respondent's strength, experience, and capability with the following:</p> <ul style="list-style-type: none"> a) Assembling and managing a multi-disciplined project team of consultants, contractors, and sub-contractors for the on-time delivery of structure and highway contracts of similar size and complexity, with railway interface, particularly design-build projects; b) Traffic management and communication for construction on active, high-volume highways; c) Environmental and archaeological management programs including design and construction activities; d) Working as an effective partner to meet contractual obligations and resolve issues including managing schedules to achieve contract timelines. For all applicable Project Experience Nominated Projects, include: <ul style="list-style-type: none"> i. Rationale and approach to working with the owner to manage and resolve issues; and ii. Approach to working with the owner to manage delays. e) Successfully developing and implementing: <ul style="list-style-type: none"> i. Quality management systems;

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> ii. Health and safety programs; iii. Community and stakeholder relations programs; and f) Interface management with other prime contractors working on, or adjacent to the project. <p>This section should be limited to 18 pages.</p>
2.2.	Key Individual – Project Manager	<p>Provide a resume (maximum 4 pages) and up to three (3) relevant Key Individual Experiences using Form A-4 of this Appendix A for this Key Individual as identified in the project organization chart(s).</p> <p>The resume and experience cited for this Key Individual should describe relevant qualifications, including education and experience in the same or substantially similar roles on transportation projects of equivalent complexity, including:</p> <ul style="list-style-type: none"> a) managing multi-disciplinary design and construction teams, on behalf of a Design-Builder, for large-scale design-build projects, involving municipalities, railways and utility owners and of comparable scope, scale and complexity to the Project. <p>The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects. Project experience within the last 10 years is considered most relevant.</p> <p>Describe the availability of the Project Manager as follows:</p>

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> a) Percentage of time the individual will dedicate to each of the RFP and implementation phases; and b) Any foreseeable time constraints that may impact the Key Individual's ability to perform according to the Project schedule.
3.	Design and Construction	
3.1.	Design	<p>For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including strength of relevance to the Project, the Design Firm's experience, and capability with the following:</p> <ul style="list-style-type: none"> a) Designing highways, pedestrian and cyclist facilities, and interchanges similar to those that will be required to complete the Project, including experience designing detours for interim construction conditions and with railway interface; b) Geotechnical engineering on highway projects involving embankments on compressible soils, challenging bridge foundation conditions, differential settlement challenges, and construction immediately adjacent to existing structures; and c) Designing multi-span highway bridge structures in areas of high seismicity with soft compressible soils over other highways or over rail corridors.

Section	Title	Response Content Requirements
		This section should be limited to 15 pages.
3.2	Key Individual – Design Manager	<p>Provide a resume (maximum 4 pages) and up to three (3) relevant Key Individual Experiences using Form A-4 for this Key Individual as identified in the project organization chart(s).</p> <p>The resume and experience cited for this Key Individual should describe relevant qualifications, including education and experience in the same or substantially similar roles on transportation projects of equivalent complexity, including:</p> <ul style="list-style-type: none"> a) being a Professional Engineer registered in British Columbia or eligible to be registered in British Columbia; b) a minimum of fifteen years of civil engineering design and/or design management experience, demonstrating a progressive increase in accountabilities; and c) a minimum of five of those fifteen years of experience directly managing and coordinating multidisciplinary design teams on the design of highway infrastructure of comparable scope, scale and complexity to the Project. <p>The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects. Project experience within the last 10 years is considered most relevant.</p> <p>Describe the availability of the Design Manager as follows:</p>

Section	Title	Response Content Requirements
		<p>a) Percentage of time the individual will dedicate to each of the RFP and implementation phases.</p> <p>b) Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.</p>
3.3	Construction	<p>For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including relevance to the Project, the Construction Firm's strength, experience, and capability with the following:</p> <p>a) Constructing highway widening and highway interchange upgrade projects, particularly those with complex construction staging, challenging traffic management, railway interface and utility relocation and/or accommodation requirements; and</p> <p>b) Constructing highway bridge structures over other highways or over rail corridors, including bridges with complex construction staging challenges.</p> <p>This section should be limited to 15 pages.</p>
3.4	Key Individual – Construction Manager	<p>Provide a resume (maximum 4 pages) and up to three (3) relevant Key Individual Experiences using Form A-4 for this Key Individual as identified in the project organization chart(s).</p>

Section	Title	Response Content Requirements
		<p>The resume and experience cited for this Key Individual should describe relevant qualifications, including education and experience in the same or substantially similar roles on transportation projects of equivalent complexity to the Project including:</p> <ul style="list-style-type: none"> a) a minimum of 15 years of experience managing and coordinating multidisciplinary construction teams on the construction of highway infrastructure of comparable scope, scale and complexity to the Project, including design-build projects; b) a minimum of five years of those 15 years of experience in leading multidisciplinary construction teams on transportation projects of comparable scope, scale and complexity to the Project and engaging and coordinating directly with the owner; and c) experience developing and implementing construction safety and quality programs. <p>The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects. Project experience within the last 10 years is considered most relevant.</p> <p>Describe the availability of the Construction Manager as follows:</p> <ul style="list-style-type: none"> a) Percentage of time the individual will dedicate to each of the RFP and implementation phases.

Section	Title	Response Content Requirements
		<p>b) Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.</p>
4.	First Nations Relationships, Contracting Opportunities, and First Nations Workforce Diversity, Apprenticeships, Training and Development	
4.1.	First Nations Relationships	<p>Based only on the First Nations Participation Nominated Projects, describe, including relevance to the Project, the Respondent Team Members' experience and capability building relationships with First Nations in support of project delivery with reference to:</p> <ul style="list-style-type: none"> a) direct relationships with First Nations including First Nations cultural recognition and education; b) collaborating with the owner to develop relationships with First Nations; and c) corporate values related to First Nations. <p>Responses should indicate:</p> <ul style="list-style-type: none"> ▶ evidence relevant to relationship building with First Nations; ▶ successes, challenges, and strategies implemented to overcome challenges (e.g., harassment); and ▶ corporate policies, practices, or programs. <p>This section should be limited to 5 pages.</p>

Section	Title	Response Content Requirements
4.2	First Nations Contracting Opportunities, Apprenticeships, Training, and Development	<p>Based only on the First Nations Participation Nominated Projects, describe, including relevance to the Project, the Respondent Team Members' experience and capability with First Nations in project delivery, including developing and implementing any or all of the following:</p> <ul style="list-style-type: none"> a) working with First Nations owned or affiliated businesses in partnerships or joint ventures or as subcontractors; b) employment of First Nation peoples; c) training, mentorship and/or other development opportunities for First Nations; and d) any challenges experienced, and the associated mitigation strategies implemented. <p>Responses should indicate:</p> <ul style="list-style-type: none"> ▶ the nature and extent of any contractual obligations to the owner in relation to involvement of First Nations, including contract value and person-hours as well as nature of the work; ▶ accountability and performance related to the contractual obligations including reporting mechanisms and requirements; and ▶ evidence of challenges and mitigations strategies implemented. <p>This section should be limited to 5 pages.</p>

Section	Title	Response Content Requirements
4.3	Workforce Diversity in Apprenticeships, Training, and Development	<p>Based on a maximum of three (3) of the Project Experience Nominated Projects, describe, including relevance to the Project, the Respondent Team Members' experience and capability developing and implementing mechanisms to integrate, train and develop a diverse workforce, including:</p> <ul style="list-style-type: none"> a) apprenticeships and training programs; and b) development and training of women in non-traditional work, people with disabilities, and/or other traditionally under-represented groups. <p>Responses should indicate:</p> <ul style="list-style-type: none"> ▶ the nature and extent of any contractual obligations to the owner in relation to apprenticeships, training and development and how the demonstrated experience relates to those contractual obligations; ▶ accountability and performance related to the contractual obligations including reporting mechanisms and requirements; ▶ outcomes of apprenticeships, training, mentorships and/or other development opportunities; and ▶ any challenges and mitigation strategies implemented. <p>This section should be limited to 5 pages.</p>
5.	Financial	

Section	Title	Response Content Requirements
5.1	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent Team by providing the following:</p> <ul style="list-style-type: none"> a) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix I and Appendix J of this RFQ from an insurer that the following coverages will be available for the Project if the Respondent is awarded a contract: <ul style="list-style-type: none"> (i) Commercial General Liability insurance coverage in accordance with Appendix H of this RFQ; and (ii) Project-specific Professional Liability insurance coverage in accordance with Appendix H of this RFQ. b) Written confirmation, generally in the form of the Undertaking of Surety contained in Appendix K of this RFQ, from a surety that the Respondent will be able to obtain a \$250 million performance bond and a \$250 million labour and materials payment bond written by a surety, or sureties, authorized to conduct business in British Columbia if the Respondent is awarded a contract.
6.	Nominated Projects	
6.1	Project Experience Nominated Projects	<p>Submit a maximum of nine (9) Project Experience Nominated Projects using Form A-1 of this Appendix A. Project Experience Nominated Projects are projects in which Respondent Team Members performed project management, design, construction, installation, or other roles and are demonstrated to be relevant to the Project.</p> <p>Submit a completed Form A-2 of this Appendix A.</p>

Section	Title	Response Content Requirements
6.2	First Nations Participation Nominated Projects	Submit a maximum of three (3) First Nations Participation Nominated Projects using Form A-3 of this Appendix A. First Nations Participation Nominated Projects are projects in which Respondent Team Members' demonstrated experience and capability with First Nations involvement in project delivery and are demonstrated to be relevant to the Project.

Form A-1 Project Experience Nominated Project Details

(Maximum 3 pages in length per project)

Respondent: _____

Project Number: _____

Respondent Team Member(s): _____

(sequentially numbered 1 to 9)

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number (as applicable).</i>
Location of project	<i>Country, province/state, city/town, site or project extent.</i>
Project owner	<i>Organization name.</i>
Reference contact details	<p><i>Key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence.</i></p> <p><i>By providing this information you are authorizing the Province or the Province’s representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i></p>
Contract model	<i>Contract structure i.e., design-build, progressive design-build, design-build-finance, design-build-finance-operate, design-bid-build, alliance.</i>
Contract period (term)	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>



Item	Notes to Respondents
Time period of involvement	<i>Commencement date and duration of the Respondent Team Member's involvement.</i>
Target substantial completion date	<i>Substantial completion date as per the contract.</i>
Actual substantial completion date	<i>Actual substantial completion date and reasons for variation including details for specific contractor initiated changes, i.e: number of days.</i>
Contract Changes	<i>List and describe the number of contract changes over \$250,000.</i>
Description of project	<i>Capital value, contract value, value of Respondent Team Member's contract, scope and complexity.</i>
Relevance	<i>Describe the relevance of the Project Experience Nominated Project to the Project including aspects of the project which may include a process and/or challenge that are similar to the design-build project delivery model. This may include processes and/or challenges in relation to designing and constructing elements within a design-bid-build contract, value engineering or engineering temporary structures.</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Role(s) on the project	<p><i>Specific role, duties, and responsibilities of the applicable Respondent Team Member(s), including the estimated total time (in hours) spent in each role on that project, and any additional information that demonstrates relevant experience and ability.</i></p> <p><i>If the project involved a joint venture, identify the joint venture partner(s) and clearly define the breakdown of roles and responsibilities between or among the parties, including disclosing the contractor's percentage of a joint venture.</i></p>

Form A-2 Project Experience Nominated Projects Summary

Reference Projects	Project Details									
Project Name and Nominated Project #	Project Location	Nature of Project (highway, interchange, etc.)	Key Individuals (where applicable)	Traffic Volume average annual daily traffic (actual or estimated)	Lanes (Number and Length kms)	Capital Value (CAD\$ - Millions)	Project Delivery Model (DBB, CM, DB, DBFM, Other)	Construction Term (Years)	Year of Construction Completion	Relevant RFQ Sections
Nominated Project e.g., 1	City, Province/ State	Highway		60,000	4	\$1250	DB	3	2008	3.1a, 4.1a, 5.1f
Nominated Project e.g., 2	City, Province/ State	Interchange		40,000	0	\$2100	DB	5	2013	3.1a, 4.1a, 5.1a
Nominated Project 1										
Nominated Project 2										
Nominated Project 3										
Nominated Project 4										
Nominated Project 5										
Nominated Project 6										
Nominated Project 7										
Nominated Project 8										
Nominated Project 9										



Form A-3 First Nations Participation Nominated Project Details

(Maximum 3 pages in length per project)

Respondent: _____

Project Number: _____

Respondent Team Member(s): _____

(sequentially numbered 1 to 3)

Item	Notes to Respondents
Name of project	<i>Details including official project name (as applicable).</i>
Location of project	<i>Country, province/state, city/town, site or project extent.</i>
Project owner	<i>Organization name.</i>
Reference contact details	<p><i>Key client contacts and key First Nation contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence.</i></p> <p><i>By providing this information, you are authorizing the Province or the Province’s representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i></p>
Contract period (term)	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>



Item	Notes to Respondents
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope, and complexity</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Contract model	<i>Contract structure i.e., public private partnership, design-build, progressive design-build, design-build-finance, design-build-finance-operate, stipulated sum, alliance.</i>
Involved First Nation(s) and role(s) on project	<i>Name(s) of community / partnership / joint venture / sub-contractor.</i>
Contract obligations (if any)	<i>Contractual obligation in relation to each First Nations, including contract value, person-hours, and nature of work.</i>
Impacted First Nations	<i>Those identified by an owner, through an environmental assessment or other process, as being impacted (if applicable).</i>
Relevance	<i>Describe the relevance of the First Nations Project Experience to the Project, including how relationships with First Nations on the project were developed. This may include any challenges encountered, and how mitigation and/or resolution strategies were implemented as a result.</i>

Item	Notes to Respondents
Role(s) on project	<p><i>Specific role, duties, responsibilities, and contractual obligations of applicable Respondent Team Members with respect to First Nations participation.</i></p> <p><i>A brief summary of approach of Respondent Team Members in meeting obligations, including entering into joint ventures or partnerships with First Nations, using First Nations-owned businesses as subcontractors, employing First Nations workers, and providing training, mentorship and / or other development opportunities to First Nations people.</i></p> <p><i>If the project involved multiple First Nations, please describe the duties and responsibilities with respect to each First Nations.</i></p>

Form A-4 Key Individual Experience

(Each Form A-4 should not exceed 2 pages)

Respondent: _____ **Key Individual's Title:** _____

Key Individual's Name: _____

Item	Notes to Respondents
Name of project	<i>Project title</i>
Description of project	<i>A brief description of the project including procurement model, location, scope of work, start and completion date, total or capital budget, project owner, and key project challenges.</i>
Role	<i>The Key Individual's roles / titles on the cited project, a brief summary of the person's specific roles and responsibilities, reporting relationships, and the estimated total time spent in each role on that project, and any additional information that demonstrates their relevant experience and ability</i>
Relevance	<i>Describe how the Key Individual's experience on the cited project is relevant to the anticipated role and responsibility of the Key Individual on the Highway 11 Interchange Project</i>



Item	Notes to Respondents
Reference contact details	<p><i>The information provided for the references should include contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. Confirm that each reference contact is aware their name is being provided and is willing to provide a reference to the Province.</i></p>

APPENDIX B Receipt Confirmation Form

(To be submitted by the Respondent Representative)

Request for Qualifications Highway 11 Interchange Project

To receive any further distributed information about this Request for Qualifications, please execute and email both pages of this Receipt Confirmation Form as soon as possible to:

Contact Person

Email : Hwy11.Interchange@gov.bc.ca

Respondent Contact Information

Name of Respondent: _____

Street
Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if
different: _____

Email Address: _____ Telephone: _____

Respondent
Representative: _____



Ministry of
Transportation
and Infrastructure

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent and has full power and authority to represent and act on behalf of the Respondent in any and all matters related to the RFQ, including but not limited to providing clarifications and additional information pursuant to the RFQ.

The Respondent hereby acknowledges receipt and review of this RFQ, including, without limitation, all Appendices attached thereto and agrees to comply with all the terms and conditions set out in this RFQ.

For greater certainty, the Respondent agrees that, in executing this Receipt Confirmation Form, it will comply with, and will cause each of its Respondent Team Members to comply with, the terms of the Confidentiality Agreement provisions set out in Appendix C to this RFQ.

Unless otherwise expressly defined, the capitalized terms used in this Receipt Confirmation Form have the meanings given to them in the RFQ.

This Receipt Confirmation Form is executed the ____ day of _____, 20__.

<NAME OF RESPONDENT>

Per: _____
Authorized Signatory

Name:
Title:

Execution Instructions

This Receipt Confirmation Form is to be duly executed by the “Respondent” in accordance with the definition of that term in Section 6 of the RFQ. It is the responsibility of the Respondent to ensure that it has been properly identified by its legal name in this Receipt Confirmation Form and has duly executed this Receipt Confirmation Form, and the Province may in its discretion request an opinion from the Respondent’s legal counsel to that effect.

The yellow highlighting as well as these execution instructions should be removed prior to execution.



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APPENDIX C Confidentiality Agreement

Highway 11 Interchange Project

Confidentiality Agreement

1. Interpretation

In this Agreement, the following terms have the following meanings:

“Agreement” means this Appendix C, which is subject to the RFQ.

“Confidential Information” means all documents, knowledge and information provided by the Province, a Province Party, or any of their Representatives (in each case, the "Disclosing Party") to, or otherwise prepared or obtained by, a Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement and whether orally, in writing or other visual or electronic form, in connection with or relevant to the Project, the RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:

- a) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- b) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which third party did not receive such information directly or indirectly under obligations of confidentiality;
- c) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party (the onus of establishing which shall be on the Receiving Party);



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- d) was developed independently by the Receiving Party without the use of any Confidential Information (the onus of establishing which shall be on the Receiving Party); or
- e) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

“Permitted Purposes” means evaluating the Project, preparing a Response and any other use permitted by this Agreement.

“Province Parties” means BC Transportation Financing Authority and Infrastructure BC.

“Recipient” means the Respondent or any other interested party who completes a Receipt Confirmation Form.

“Representative” means, a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser or subcontractor, or other Respondent Team Member or any other person contributing to or involved with the preparation or evaluation of a Response or proposal, as the case may be, or otherwise retained by a Recipient, the Province or a Province Party in connection with the Project.

All capitalized terms not otherwise defined in this Agreement have the respected meanings ascribed to them in Section 6 of the RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, disclose or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

3. Ownership of Confidential Information



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The Province or the applicable Province Party owns all right, title and interest in the Confidential Information and subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, each Recipient will keep all Confidential Information that the Recipient receives, has access to or otherwise obtains strictly confidential for a period of three years after the date of this Agreement and will not, without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

4. Limited Disclosure

The Recipient may disclose Confidential Information only for Permitted Purposes to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or proposal and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify the Province on request of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

On written request of the Province or the Province Parties, the Recipient will promptly deliver to the Province or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and confirm that delivery or destruction to the Province in writing, all in accordance with the instructions of the Province or the Province Parties, provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. Acknowledgement of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province and/or a Province Party may be irreparably harmed if any provision of this Agreement were not performed, observed or complied with by the Recipient or any person or party to whom the Recipient provides or discloses Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Province and/or the Province Parties will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this

Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Province and/or the Province Parties may be entitled at law or in equity.

7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Province and/or a Province Party will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Further Assurances

On written request, the Recipient will execute and deliver or cause to be executed and delivered to the Province all such further documents, do or cause to be done all such further acts and things and give all such further assurances as in the opinion of the Province are necessary or advisable to give full effect to the provisions and intent of this Agreement. In addition, if requested by the Province, the Recipient will provide such written assurances as the Province or a Province Party, may request to confirm.

9. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.

10. Enurement

This Agreement enures to the benefit of the Province, the Province Parties and their respective assigns and binds each Recipient and its successors.



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APPENDIX D Relationship Disclosure Form

Highway 11 Interchange Project Relationship Disclosure Form

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the “Province”)

Re: Highway 11 Interchange Project (the “Project”)

<insert Respondent name> Response

The Respondent declares on its own behalf and on behalf of each of its Respondent Team Members:

1. This declaration is made to the best of the knowledge of the Respondent and each of the Respondent Team Members.
2. The Respondent and each of the Respondent Team Members have reviewed the definition of Restricted Party and the non-exhaustive list of Restricted Parties set out in the RFQ.
3. Exhibit 1 to this Relationship Disclosure Form is a full disclosure of:
 - a. all former and current relationships that the Respondent and each Respondent Team Member has or has had with:
 - i. any:
 1. former or current officials, employees, representatives, or elected officials of the Province, BCTFA or Infrastructure BC; or
 2. former or current officers, directors, employees or representatives of any individual, corporation, partnership or other entity, or the entity itself,

that have been involved in the Competitive Selection Process, or the design, planning or implementation of the Project or that has confidential information about the Project or the Competitive Selection Process; or



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- ii. any Restricted Party or any current or former employee, shareholder, director or officer of any Restricted Party,

(i and ii are, collectively, the “Project Parties”); and

- b. any relationship between any of the Respondent’s and each Respondent Team Member’s respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, or any other persons associated with any of them, with any of the Project Parties that constitutes an actual or perceived conflict of interest or unfair advantage or has the potential for creating an actual or perceived conflict of interest or unfair advantage.

The Respondent makes the declarations set out in this Relationship Disclosure Form with the knowledge and intention that the Province will rely upon and, despite any prior or subsequent investigation by the Province, will be deemed to have relied upon these declarations in connection with the Response, including any consideration and evaluation of the Response, pursuant to the RFQ.

Unless otherwise expressly defined, the capitalized terms used in this Relationship Disclosure Form have the meanings given to them in the RFQ.

THIS DECLARATION is dated as of the ____ day of _____, 20__.

<NAME OF RESPONDENT>

Per: _____
Authorized Signatory

Name:
Title:

Execution Instructions

This Relationship Disclosure Form is to be duly executed by the “Respondent”. It is the responsibility of the Respondent to ensure that it has been properly identified by its legal name in this Relationship Disclosure Form and has duly executed this



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Relationship Disclosure Form, and the Province may in its discretion request an opinion from the Respondent's legal counsel to that effect.

The yellow highlighting as well as these execution instructions should be removed prior to execution.



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APPENDIX E Response Declaration Form

Highway 11 Interchange Project

Response Declaration Form

To: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the “Province”)

Re: Highway 11 Interchange Project (the “Project”)

Request for Qualifications entitled “Highway 11 Interchange Project– Request for Qualifications”, as amended in accordance with its terms (the “RFQ”) for the Project

<insert Respondent name> Response

I, **<insert name>**, in my capacity as **<insert title>** of **<insert name of Respondent>**, on behalf of the Respondent and each of the Respondent Team Members, hereby declare that:

1. Response

- a) I am duly authorized to execute and deliver this Declaration on behalf of the Respondent and each of the Respondent Team Members;
- b) The Respondent and each of the Respondent Team Members are bound by all statements and representations made in the Response;
- c) the Respondent and each of the Respondent Team Members have received, reviewed, read and understood the RFQ and this Declaration and authorized and consented to the delivery of the Response and the execution and delivery of this Declaration;
- d) in preparing and delivering the Response the Respondent has complied with all applicable laws and regulations, including by obtaining from each person any required consents and authorizations to the collection of information relating to such person and to the submission of such information to the Province as part of the Response for the purposes of the Response, the RFQ and the Competitive Selection Process, or any of them;



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- e) the Respondent and each of the Respondent Team Members have had sufficient time to consider, and have satisfied themselves as to the applicability of the material in the RFQ and any and all conditions that may affect the Response;
- f) the members of the Respondent Team are the entities listed in Exhibit 1 to this Declaration;
- g) the Respondent has disclosed all relevant relationships in accordance with the instructions and format outlined in the Relationship Disclosure Form
- h) none of the Respondent nor any of the Respondent Team Members has had access to or has availed itself directly or indirectly of any confidential information of the Province, other than confidential information disclosed by the Province to all respondents, in connection with the preparation and delivery of the Response; and
- i) none of the Respondent nor any of the Respondent Team Members nor, to the knowledge of the applicable Respondent Team Member (after due and reasonable inquiry), any of their respective 'affiliates' (as defined in the *Business Corporations Act* (British Columbia)) is a Restricted Person as that term is defined in Exhibit 2.

2. Acknowledgements

- a) The Respondent and the Respondent Team Members acknowledge that the Province reserves the right to verify information in the Respondent's Response and conduct background investigations including reference, credit and other checks, independent verifications, criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations, on all or any of the Respondent and the Respondent Team Members (collectively, the "Investigations"), and by submitting a Response the Respondent agrees that they consent to and authorize the Province and the authorized representatives of the Province to undertake any and all such Investigations; and
- b) the Respondent and the Respondent Team Members acknowledge that the Response, upon submission to the Province, becomes the property of the Province.

All information and content set out in this Declaration is true and is made with the knowledge and intention that the Province will rely on it in accepting and evaluating the Response.



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Unless otherwise expressly defined, the capitalized terms used in this Declaration have the meanings given to them in the RFQ.

THIS DECLARATION is dated as of the ____ day of _____, 20__.

<NAME OF RESPONDENT>

Per: _____
Authorized Signatory

Name:
Title:

Execution Instructions

This Declaration is to be duly executed by the “Respondent”. It is the responsibility of the Respondent to ensure that it has been properly identified by its legal name in this Declaration and has duly executed this Declaration, and the Province may in its discretion request an opinion from the Respondent’s legal counsel to that effect.

The yellow highlighting as well as these execution instructions should be removed prior to execution.



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Exhibit 2 to Appendix E Restricted Person

For the purposes of this Appendix E – Declaration Form, “Restricted Person” means any person who, or any member of a group of persons acting together, any one of which:

- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;
- (b) has as any part of its business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in the promotion, support or carrying out of terrorism;
- (c) in the case of an individual, he or she (or, in the case of a legal entity, any of the members of its board of directors or its senior executive) has been sentenced to imprisonment or otherwise given a custodial sentence, other than a suspended sentence, for any criminal offence, other than minor traffic offences, less than five years prior to the date at which the determination of whether the individual falls within this definition is being made;
- (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (e) is subject to a claim of any governmental authority having jurisdiction in any way over or in respect of any aspect of the Project under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made and which (in respect of any such pending claim, if it were to be successful) would, in the view of the Province, in either case, be reasonably likely to materially affect the performance by Design-Builder of its obligations under the Design-Build Agreement; or
- (f) has been convicted of an offence under the Competition Act (Canada), the Corruption of Foreign Public Officials Act (Canada), the Financial Administration Act (Canada) or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), or has been convicted of the commission of a money laundering offence or a terrorist activity financing offence or a fraud or similar offence under the Criminal Code (Canada).

APPENDIX F Request for Information Form

Highway 11 Interchange Project Request for Information / Clarification

Request Number: (Respondent name and sequential number)

Raised By: (contact name)

Date Raised:

Date by Which Response Requested:

Type of Request: Information Clarification
(please indicate with tick boxes)

Source of Query: (reference document section and date, if applicable)

REQUEST / QUERY (One query / request per sheet)

Do you request this query to be “Commercial in Confidence”?

YES No



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APPENDIX G Proponent Agreement

Highway 11 Interchange Project Proponent Agreement

Note:

This Proponent Agreement is to be duly executed by the Proponent and each of the Proponent Team Members in accordance with the definitions of those terms in the RFP. It is the responsibility of the Proponent to ensure that each such party and, where applicable, each entity included in each such party has been properly identified by its legal name in this Proponent Agreement and has duly executed this Proponent Agreement, and the Province may in its discretion request an opinion from the relevant party's legal counsel to that effect.

THIS PROPONENT AGREEMENT made as of _____ [INSERT DATE]

His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure

Attention: Contact Person

Re: Highway 11 Interchange Project – Proponent Agreement in respect of the Request for Proposals issued by the Province on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Proponent Agreement between [Insert Proponent Name] (the “Proponent”), [Insert name of each Proponent Team Member], and any other parties who may become Proponent Team Members from time to time in accordance with the terms of the RFP, and the Province, pursuant to which the Proponent agrees with the Province as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms not otherwise defined in this Proponent Agreement have the meaning given to them in the RFP.

2.0 PARTICIPATION

2.1 The Proponent and each of the Proponent Team Members agree that as a condition of participating in the RFP, including the Competitive Selection Process,



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Workshops and Collaborative Meetings, and receiving access to the data room, the Proponent and the Proponent Team Members will comply with the terms of this Proponent Agreement and the terms of the RFP.

3.0 CONFIDENTIALITY

3.1 The Proponent and the Proponent Team Members will comply with and will ensure that all others associated with the Proponent and the Proponent Team members also comply with, the Confidentiality Conditions attached as Schedule 1 to this Proponent Agreement, all of which conditions are expressly included as part of this Proponent Agreement.

4.0 TERMS OF RFP

4.1 The Proponent and each of the Proponent Team Members will comply with and be bound by and will ensure that all others associated with the Proponent and the Proponent Team Members also comply with and are bound by the provisions of the RFP all of which are incorporated into this Proponent Agreement by reference. Without limiting the foregoing, the Proponent and the Proponent Team Members agree:

- (a) that the terms of the Proponent Agreement do not limit the obligations and requirements of the Proponent and the Proponent Team Members under the RFP, any data room agreement, or any other document or requirement of the Province;
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and indemnities contained in the RFP, including Section 3.16 (Releases and Waivers) of the RFP. In no event will the liability of the Province exceed the amount calculated pursuant to Section 3.14 (Stipend) or Section 3.15 (Termination Fee) of the RFP; and
- (c) that the Province's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 3.9.8, 3.9.10 and 3.9.11 of the RFP.

5.0 AMENDMENTS

5.1 The Proponent and the Proponent Team Members acknowledge and agree that:

- (a) the Province may in its discretion amend the RFP at any time and from time to time; and



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- (b) by submitting a Proposal, the Proponent and the Proponent Team Members accept, and agree to comply with, all such amendments and, if the Proponent or the Proponent Team Members do not agree to any such amendment, the sole recourse of the Proponent and the Proponent Team Members is not to submit a Proposal.

6.0 GENERAL

- 6.1 Notwithstanding anything else in this Proponent Agreement, if the Province, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent and the Proponent Team Members agree that they continue to be bound by, and will continue to comply with, Section 3 of this Proponent Agreement.
- 6.2 The Province may in its sole discretion, on prior written notice to the Proponent and the Proponent Team Members, transfer or assign this Proponent Agreement to a permitted assignee of the Province's rights under the Design Build Agreement.
- 6.3 This Agreement will enure to the benefit of and be binding upon the Province and its assigns and upon each of the Proponent Team Members and their respective successors and permitted assigns. For greater certainty, this Proponent Agreement will continue to be binding on each of the Proponent Team Members notwithstanding that it may subsequently cease to be a Proponent Team Member.
- 6.4 Each provision of this Proponent Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Proponent Agreement is held to be unenforceable or invalid in respect of any Person or circumstance, then such provision may be severed and such unenforceability or invalidity will not affect any other provision of this Proponent Agreement, and this Proponent Agreement will be construed and enforced as if such invalid or unenforceable provision had never been contained herein and such unenforceability or invalidity will not affect or impair the application of such provision to any other Person or circumstance but such provision will be valid and enforceable to the extent permitted by law.
- 6.5 This Proponent Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and cancel and supersede all prior proposals, agreements, understandings, representations, conditions, warranties, negotiations, discussions, and communications, whether oral or written, statutory or otherwise, and whether express or implied, between the parties with respect to the subject matter of this Proponent Agreement.
- 6.6 If the Proponent or any Proponent Team Member is a partnership (general or limited) or a consortium or joint venture:



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- 6.7 If the Proponent or any Proponent Team Member is a partnership (general or limited) or a consortium or joint venture:
- (a) each partner (general or limited) in the partnership and each of the entities comprising the consortium or joint venture, as the case may be, shall have executed this Proponent Agreement by its duly authorized representatives, both on behalf of the partnership, consortium or joint venture, as the case may be, and in its own behalf, in the same manner as if such partner or entity, as the case may be, was the sole party executing this Proponent Agreement; and
 - (b) if any partner or entity, as the case may be, has not executed this Proponent Agreement as required by subsection 7.7(a), this Proponent Agreement will be valid and binding on the partners and entities, as the case may be, who have executed this Proponent Agreement, each of whom by execution of this Proponent Agreement expressly agrees to be jointly and severally liable to the Province for the obligations that would have been assumed hereunder by the partner or entity, as the case may be, that has not executed this Proponent Agreement had it executed this Proponent Agreement.
- 6.8 By executing this Proponent Agreement, the Proponent and Proponent Team Members, and each entity comprised in the Proponent or Proponent Team Member hereby represents, warrants and agrees that:
- (a) it is jointly and severally liable with each of the other entities comprised in the Proponent, the Proponent Team Members, or other entities comprised in the Proponent Team Member, as the case may be, Proponent Members, or other entities comprised in the Proponent Team Member, to the Province for all covenants, obligations and liabilities of the Proponent, or Proponent Team Member, as the case may be, set forth in this Proponent Agreement; and
 - (b) the signatories to this Proponent Agreement include all of the entities comprised in the Proponent and the Proponent Team Members.
- 6.9 Each of the Proponent Team Members will from time to time and upon the reasonable request of the Province make, do, execute, and deliver or cause to be made, done, executed and delivered all such further assurances, acts, instruments, and documents as may be requested for the purpose of giving full force and effect to this Proponent Agreement.

- 6.10 The rights, powers and remedies conferred on the Province under this Proponent Agreement are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Province under this Proponent Agreement, under the Competitive Selection Process or any part thereof, at law or in equity or under statute, and the exercise by the Province at its discretion of any right, power or remedy will not preclude the later exercise of that same right, power or remedy or the simultaneous or later exercise by the Province of any other right, power or remedy.
- 6.11 The Proponent and each Proponent Team Member hereby represents and warrants, on its own behalf, that:
- (a) it has the requisite power, authority and capacity to execute and deliver this Proponent Agreement;
 - (b) this Proponent Agreement has been duly and validly executed and delivered by it or on its behalf by its duly authorized representatives; and
 - (c) this Proponent Agreement constitutes a legal, valid, and binding agreement enforceable against it in accordance with its terms.
- 6.12 The Province may at its sole discretion request any party executing this Proponent Agreement to provide, and on such request such party will deliver to the Province, proof, in a form and content satisfactory to the Province at its sole discretion, that any signatory to this Proponent Agreement on behalf of such party had the requisite authority to execute this Proponent Agreement on behalf of and to bind such party and that this Proponent Agreement has been duly and validly executed and delivered by or on behalf of such party and constitutes a legal, valid and binding agreement enforceable against such party in accordance with its terms.
- 6.13 This Proponent Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all of the parties to this Proponent Agreement will constitute a full, original and binding agreement for all purposes. Counterparts may be executed in original, or electronic scanned or PDF file type (Adobe Acrobat Portable Document Format) form. This Proponent Agreement may be delivered by hand, or electronic mail, provided that if delivered by electronic mail, then in electronic scanned or PDF file type.

Yours truly,

Authorized Signatory

Full Name and Title

<> [insert legal name(s) and appropriate signature block(s) for the Proponent and each Proponent Team Members]



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SCHEDULE 1 TO PROPONENT AGREEMENT CONFIDENTIALITY CONDITIONS

1. Definitions. In these confidentiality conditions:

(a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFQ, the RFP or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:

- (1) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - i. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - ii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the DEWA RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iii. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

(b) **Disclosing Party** means the Province or any of its Representatives;



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- (c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Proponent Agreement;
 - (d) **Receiving Party** means the Recipient or any of its Representatives;
 - (e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
 - (f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Province or Infrastructure BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Province, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1 and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Province owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify



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Infrastructure BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province or Infrastructure BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Province will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Province may be entitled at law or in equity.
7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Province will be deemed to be a waiver of that right or remedy.



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APPENDIX H Insurance Specifications

Highway 11 Interchange Project

Insurance Specifications

ISSUANCE OF INSURANCE

The Design-Builder shall at the Design-Builder's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified. Such insurance shall remain in full force and effect until all conditions of the Design-Build Agreement have been fully complied with.

All insurance coverage shall be issued with insurers acceptable to the Province and issued by companies licensed to transact business in the Province of British Columbia and Canada.

1. THIRD PARTY GENERAL LIABILITY INSURANCE

- i. Wrap-Up" Commercial General Liability insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$25,000,000.00, for bodily injury, death, and property damage arising from any one accident or occurrence and in the term aggregate. The insurance policy will indemnify the named insureds and the additional named insureds under the policy for any sum or sums which the insureds may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work or operations of the Design-Builder or any of its subcontractors of any tier including all persons, firms, corporations or partnerships who perform any of the work under the Design-Build Agreement anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance will also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.
- ii. Extension of Coverage

The liability insurance will cover all liability assumed by the Design-Builder in connection with and applicable to the Design-Build Agreement and will include, but will not be limited to the following coverage extensions applicable to the following liability policies:

- (a) Owner's and contractor's protective liability
- (b) blanket written contractual liability
- (c) contingent employer's liability
- (d) non-owned automobile
- (e) liability under contract
- (f) 24 months Products and Completed Operations (as more fully outlined under Section 1.7 of this Schedule)
- (g) \$5,000,000.00 coverage for Sudden and Accidental Pollution

iii. Exclusions Not Permitted

- (a) Hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work to be performed will not be excluded from insurance coverage.
- (b) Claims arising out of the legal liability imposed upon the insured at common law and extended by statute for bodily injury or death to employees of the insured will not be excluded. However, exclusions applicable to liability imposed upon or assumed by the insured under health and safety laws or for assessment by any Workers Compensation Board will be permitted.
- (c) Liability assumed by the insureds under contract with railroad companies for the use and operation of railway sidings or crossings will not be excluded.

iv. Deductible

A property damage deductible of up to **\$250,000.00** will be allowed for any one accident or per occurrence. Payment of any deductible shall be the responsibility of the Design-Builder.

v. Cross Liability Insurance Clause

Notwithstanding any other terms, conditions or exclusions elsewhere in the policies, every insurance policy (except Professional Liability, Automobile Liability, Builders Risk and Equipment insurance policies) will include the following clause:



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“The insurance provided as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured and Additional Named Insured. Any breach of a condition of the policy by any Insured or Additional Named Insured will not affect the protection given by this policy to any other Insured or Additional Named Insured. The inclusion herein of more than one Insured or Additional Named Insured shall not operate to increase the limit of liability under this policy.”

vi. Products / Completed Operations Insurance Clause

Notwithstanding any other terms, conditions or exclusions in the policies, every insurance policy (except Professional Liability, Automobile Liability, Builder’s Risk and Equipment Insurance policies) will include the following clause:

“Products and Completed Operations Hazard coverage shall be provided, and such coverage shall remain in full force and effect for a period of twenty-four (24) months after the work has been completed, irrespective of the expiry date of the policy.”

vii. Named Insured

Notwithstanding any other terms, conditions, or exclusions elsewhere in the policies or in this Schedule, it is understood and agreed that all policies for the liability insurance referred to in Section 1.1 of this Schedule shall be extended to include insurance coverages and clauses as follows:

“His Majesty the King in right of the Province of British Columbia and the BC Transportation Financing Authority, together with all 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 design, construction and related operations known as the “Highway 11 Interchange Project” (all the foregoing being referred to in this Section as “Additional Named Insureds”), are added as additional named insureds in respect of liability arising from the work or operations of the Insured and the Additional Named Insureds, in connection with contracts entered into between the Insured and the Additional Named Insureds.”

viii. Additional Insureds



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The following and any of their employees, servants and agents are to be added to every insurance policy (except Professional Liability, Automobile Liability, Builders Risk and Equipment insurance policies) as additional insureds:

[NOTE: The list of Additional Insureds will be finalized in the RFP.]

2. AUTOMOBILE INSURANCE

Automobile Liability coverage with inclusive limits of not less than **\$10,000,000.00** providing third party liability and accident benefits insurance coverage must be provided for all vehicles required by law to be licensed that are owned, leased or rented by the Design-Builder that are used in the performance of the Design-Build Agreement.

3. BUILDERS RISK, DIRECT DAMAGE, INSTALLATION FLOATER, “ALL RISK” INSURANCE

All risks insurance coverage of physical loss or damage including, but not limited to structural collapse and transit risks by any conveyance to and/or from the site, while there, awaiting and/or during erection, installation, and testing, occurring anywhere within Canada or the United States of America until handed over and accepted by the owner.

The insurance policy shall provide coverage for and limits for **the full value of the structure(s) to be built (including hard and soft costs) and include the value of any material and/or structure and/or property destined for or entering into or forming part of the work** whether belonging to the Design-Builder or its subcontractors, and/or the Province, and/or the BCTFA and/or the engineers and/or otherwise and including automatically any changes in design or method of construction occurring during the term of the policy.

A. Deductibles Per Occurrence

- i. All losses under all risks insurance up to 1% of contract amount.
- ii. The Design-Builder will be solely responsible for the payment of all deductibles.

B. Loss Payable

The insurance policy must contain a loss payable clause directing payment to the Province.

C. Additional Named Insured



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Notwithstanding any other terms, conditions or exclusions in the policy, the policy will include the following as an Additional Named Insured:

“His Majesty the King in Right of the Province of British Columbia and the BC Transportation Financing Authority are added as Additional Named Insureds.”

4. EQUIPMENT INSURANCE

“All Risks” Insurance coverage, satisfactory to the Corporate Insurance and Securities Manager, covering all equipment owned, rented or leased and used in the performance of the Project, or for which the Design-Builder may be otherwise responsible.

5. WAIVER OF SUBROGATION (APPLICABLE TO ALL PROPERTY INSURANCE POLICIES – BUILDER’S RISK AND EQUIPMENT INSURANCE POLICIES)

Notwithstanding any other terms, conditions or exclusions in the policies, all property insurance policies, Builder’s Risk and Equipment policies will include the following Waiver of Subrogation clause:

“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 His Majesty the King in right of the Province of British Columbia, including the BC Transportation Financing Authority, or any of their employees, agents and servants, or the architects, engineers, consultants, contractors, or any of their servants, agents, employees, volunteers, directors, parent, subsidiary, affiliated or related firms, engaged in or connected with the design, construction and related operations known as “Highway 11 Interchange Project.”

6. AIRCRAFT INSURANCE

- i. If aircraft (including helicopters) are owned, leased, rented or used in the performance of the Design-Build Agreement, then third party Aircraft liability coverage with inclusive limits of not less than **\$10,000,000.00** must be provided.
- ii. If unmanned air vehicles (UAV) are owned, leased, rented or used in the performance of the Design-Build Agreement, then third party Aircraft liability coverage with inclusive limits of not less than **\$10,000,000.00** must be provided. All UAV movements to



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comply with all Transport Canada requirements, including the requirement to obtain, and comply with, a Transport Canada "Special Flight Operation Certificate".

iii. Coverage Extensions Applicable to Aircraft Policies

(a) Canada and United States coverage territory

(b) 60 days' notice of Cancellation or Limitation of Cover (as more fully outlined in Section 10 of this Schedule)

7. MARINE LIABILITY INSURANCE

If ships, boats or other vessels are owned, used, leased, rented, operated or used in the performance of the Design-Build Agreement, then for bodily injury or death and property damage arising from any one accident or occurrence for all ships, boats and other vessels, insurance coverage is to be provided through either:

- ▶ the "Wrap-Up" Commercial General Liability Insurance policy referred to in Section 1 (i) of these specifications; or
- i. a separate Protection and Indemnity insurance policy or such other policy or policies or combination thereof appropriate for this risk in the context of the Project, in any case with limits of not less than **\$10,000,000.00** for bodily injury or death and property damage arising from any one accident or occurrence and in the term aggregate.

The Design-Builder will be responsible for ensuring that any changes to the requirements of the *Marine Liability Act* (Canada) and/or the regulations of the *Marine Liability Act* (Canada) are reflected in the insurance coverage provided.

8. PROFESSIONAL LIABILITY INSURANCE (Errors & Omissions)

- i. Single Project Specific Professional Liability insurance with minimum limits of **TEN MILLION (\$10,000,000.00)** per claim and **TEN MILLION (\$10,000,000.00)** term aggregate insuring against all insured loss or damage including coverage for third party property damage, bodily injury or death, arising out of any professional services rendered by the Design-Builder, its subcontractors and engineers, architects, surveyors, and their servants or employees including personnel who perform normal services of the Design-Builder under the Design-Build Agreement. The named insured shall also include but not be limited to all architectural and engineering firms, including project managers, construction managers and applied science



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technologists, and all land surveyors, quantity surveyors and others engaged in providing professional services to the Project.

- ii. A maximum deductible of **\$250,000.00** will be allowed.
- iii. Exclusions for design/build, or joint venture projects will not be permitted.
- iv. Coverage will be maintained for a period of 24 months following completion of the Highway 11 Interchange Project.
- v. The required insurance shall not be cancelled, removed, or endorsed to restrict coverage or reduce limits of liability, without sixty (60) days' prior notice in writing by registered mail to the:

“Corporate Insurance and Securities Manager”
Ministry of Transportation and Infrastructure
4C – 940 Blanshard Street
Victoria BC V8W 3E6

Notification of the policy being endorsed to restrict coverage mid-term must be provided in writing to the Corporate Insurance and Bonds Manager at the above address no later than the effective date of such change.

9. USE AND OCCUPANCY

Use and occupancy of the work or any part thereof prior to the date of completion will not be cause for any termination of insurance coverage shown in the applicable sections.

10. NOTICE OF CANCELLATION FOR ALL POLICIES (EXCEPT OWNED AUTOMOBILE AND PROFESSIONAL LIABILITY)

The required insurance will not be lapsed, cancelled, removed, materially changed, altered, or endorsed to restrict coverage or reduce limits of liability, without sixty (60) days' prior notice in writing by Registered Mail to:

“Corporate Insurance and Securities Manager”
Ministry of Transportation and Infrastructure
4C - 940 Blanshard Street
Victoria, BC V8W 3E6

11. EVIDENCE OF COVERAGE



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The following evidence of coverage will be required:

- i. File originals or signed, certified copies of all policies and renewals of such policies together with any other endorsements necessary to comply with this schedule and any other requirements outlined in the Contract with to:

“Corporate Insurance and Securities Manager”
Ministry of Transportation and Infrastructure
4C – 940 Blanshard St.
Victoria, BC V8W 3E6

- ii. For Automobile Liability insurance, a duly executed Insurance Corporation of British Columbia APV47 form may be used for evidence of coverage or renewal provided that if excess limits are purchased through private insurers, evidence will be provided by way of signed, certified copies of such policies.
- iii. If the Design-Builder fails to obtain or maintain insurance as required under the Design-Build Agreement or if any policy is not approved and the Design-Builder does not afterward meet the requirements of the Design-Build Agreement as to terms and conditions of the policies, the Province will have the right, but not the obligation to, place and maintain such insurance and the cost will be payable by the Design-Builder to the Province on demand and the Province may deduct the cost of that insurance from any money that is or becomes due to the Design-Builder.
- iv. A The Province may, from time to time and on 30 days' written notice to the Design-Builder, require the Design-Builder to increase the coverage and/or limits of insurance and the Contractor will, within 30 days of receiving such notice, cause the limits and types to be changed and deliver to the Province a completed Insurance Corporation of British Columbia APV47 or APV250 or certified copies of all other insurance then required to be maintained by the Design-Builder under the Design-Build Agreement to prove that such changes have been made.



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APPENDIX I Undertaking of Commercial General Liability Insurance

Highway 11 Interchange Project

Undertaking of Commercial General Liability Insurance

Name of Respondent submitting a Response to the Request for Qualifications for the Highway 11 Interchange Project

We, the undersigned, as authorized representatives on behalf of “[Insert Name of Brokerage or Insurance Company]”, do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance as specified in Insurance Specifications for the Highway 11 Interchange Project if a contract is awarded to “[Insert Name of Respondent]”, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

Dated at _____

This _____ day of _____, 20_____.

SIGNED: _____

Duly Authorized Representative of Brokerage or Insurance Company



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APPENDIX J Undertaking of Professional Liability Insurance

Highway 11 Interchange Project

Undertaking of Professional Liability Insurance

Name of Respondent submitting a Response to the Request for Qualifications for the Highway 11 Interchange Project

We, the undersigned, as authorized representatives on behalf of “[Insert Name of Brokerage or Insurance Company]”, do hereby undertake and agree to provide Professional Liability insurance as specified in Insurance Specifications for the Highway 11 Interchange Project if a contract is awarded to “[Insert Name of Respondent]”, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

Dated at _____

This _____ day of _____, 20_____.

SIGNED: _____

Duly Authorized Representative of Brokerage or Insurance Company



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APPENDIX K Surety Undertaking

Highway 11 Interchange Project

Undertaking of Surety

DATE: [Insert Date]
NO.: [To be inserted]

To: His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure

Re: Request for Qualifications – Highway 11 Interchange Project (the “Project”)

WHEREAS _____ [insert name of Respondent and Key Firms as applicable] has submitted a written response to a request for qualifications to His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure as Obligee dated _____, 20____, concerning the Highway 11 Interchange Project, we _____ [insert 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, based on the limited information available at this time and subject to our assessment of the Project and our client’s work program at the time of submission of a written response to the request for qualification submission, we do not anticipate a problem in supporting the captioned project and supplying the requisite bonds, if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and ourselves. We agree to provide the required surety bonds in the aggregate amount of **250 MILLION DOLLARS – (\$250,000,000)** for this Project subject to our underwriting of the contractor.

(Name of Surety)

_____ (Seal)



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