



transportation
investment
corporation

Steveston Interchange Project

Request for Qualifications

June 22, 2021



Ministry of
Transportation
and Infrastructure



Summary of Key Information

RFQ Title	The title of this RFQ is: RFQ - Steveston Interchange Project Please use this title on all correspondence.
Contact Person	The Contact Person for this RFQ can be reached at: Email: StevestonContact@gov.bc.ca No telephone enquiries please. Please direct all enquiries, in writing, to the Contact Person.
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 (Appendix B).
Submission Time	The Submission Time is: 11:00 AM (PDT), August 12, 2021
Submission Location	By USB flash drive, delivered to the Contact Person at: Steveston Interchange Project Suite 1100, 401 West Georgia St Vancouver, BC V6B 5A1 Attention: Contact Person

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1 INTRODUCTION

1.1 Purpose

This Request for Qualifications (“RFQ”) is issued by the Province of British Columbia (“the Province”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the Steveston 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 over a period anticipated to begin at Contract Execution with substantial completion in Fall 2025.

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 Highway 99/Steveston Interchange (the “Interchange”), located approximately one kilometre north of the George Massey Tunnel in Richmond, is a known traffic pinch point in the area. Delta and Richmond have continued to grow as employment destinations, including the

Tilbury/Sunbury area in Delta and the Ironwood and Fraser Richmond Industrial Lands in Richmond. This growth has added local and regional traffic to the Interchange. Congestion and travel time reliability challenges at the Interchange and southward toward the George Massey Tunnel have a significant effect on traffic well beyond the Interchange, extending onto Highway 99, Steveston Highway, and several parallel routes in the cities of Richmond and Delta. Morning peak period vehicle queues are especially problematic at the Highway 99 northbound off-ramp where regional transit services headed to Bridgeport Station stop to pick up passengers at Steveston Highway. During the morning and afternoon peak periods, queuing traffic destined to/from Highway 99 and across Highway 99 at Steveston Highway is caught in the same line-ups. During these times, east-west traffic on Steveston Highway is often blocked for one to two kilometres west of the Interchange and along No.5 Road which parallels Highway 99 in Richmond. The existing Steveston overpass also does not provide comfortable and accessible facilities for cyclists and pedestrians, limiting the viability of these forms of travel for shorter trips.

Improvement of the Interchange is a key priority for improvements in the area in concert with the long-term solution for the George Massey Crossing for which the Province has been engaging with the Metro Vancouver Mayors' Task Force, Indigenous groups, TransLink, local municipalities, key stakeholders, and the public on the George Massey Crossing project since January 2019. Through this engagement, the Province has identified a need to address immediate safety and congestion challenges along Highway 99, and working with an inter-agency staff working group, studied a range of potential improvements for the corridor to reduce congestion, and improve transit infrastructure and cyclist and pedestrian access.

On June 22, 2021, the Province announced that the Steveston Interchange Project will be one of four corridor improvements to be undertaken along the Highway 99 corridor in advance of George Massey Crossing construction.

1.5 Project Summary

The Project design-build contract value is expected to be in the order of \$45 million to \$55 million. The Project scope is comprised of improvements to the existing Highway 99/Steveston Highway interchange to improve safety and efficiency. These upgrades will improve local travel in this area of Richmond and enhance access to/from Highway 99. They also complement the future new George Massey Crossing, and represent part of the related corridor improvements associated with this future major project.

The Steveston Interchange Project will:

- Improve travel time and reliability through Richmond, with congestion-reduction time savings that will help reduce greenhouse gas emissions;

- Improve safety for all modes of traffic;
- Improve access to/from Highway 99 and the adjacent area;
- Accommodate all modes of forecast traffic growth resulting from planned population and employment growth; and
- Support community and economic development with better access to/from the future new George Massey Crossing.



Figure 1 – Project Preliminary Reference Design

1.6 General Scope of Design-BUILDER's Responsibility

1.6.1 Design-Build Agreement

The Draft Design-Build Agreement will be included with the RFP and will, among other things, provide the technical specifications for the design and construction components of the Project; the scope of the services to be provided by the Design-BUILDER; and proposed commercial terms.

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

1.6.2 Design and Construction

The Design-Builder will be responsible for all aspects of design and construction in accordance with the requirements and specifications outlined in the Design-Build Agreement. The Province has completed a preliminary reference design for the purposes of property acquisition, environmental requirements, site preparation, and cost estimates. During the RFP phase Proponents will be required to develop a concept for the Project that satisfies the terms of the Definitive Design-Build Agreement. Proponents will also be encouraged during the RFP phase to develop a concept for the Project that incorporates innovation in design and construction.

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">▪ Replace the existing Steveston Highway bridge structure crossing Highway 99 with a new bridge structure(s)▪ Modify the existing Highway 99/Steveston Highway interchange ramps to connect to the new Steveston Highway bridge structure(s)▪ Improve existing transit facilities in the direct vicinity of the Highway 99/Steveston Highway interchange▪ Improve connections to adjacent municipal roads▪ Extend the existing Steveston Highway multi-use path(s) across Highway 99▪ Perform traffic management▪ Perform utility protection/relocations, including relocation of the reversible lane control system▪ Maintain designated infrastructure to specified standards during construction (including pavement, structures, drainage, etc.)▪ Meet quality, health and safety, communications, environmental, and archaeological requirements

1.6.3 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. Routine winter maintenance on roads open to the public will be the responsibility of the incumbent service provider under a separate contract.

1.6.4 Communications and Engagement with Stakeholders and the Public

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

- The Design-Builder will be responsible for developing and implementing traffic communications plans, and providing a comprehensive traffic communications program for the duration of the Project, which will provide the public, stakeholders, businesses, commuters, and traffic media with regular and timely traffic information; and
- The Design-Builder will provide support for community relations activities, public and stakeholder information and media relations developed and implemented by the Province by providing construction and traffic management information and attending meetings as required.

1.6.5 Third Party Interface

The Design-Builder's obligations in respect of certain third parties affected by or having jurisdiction in relation to Project activities will be clarified in the RFP. Such third parties may include the Province's maintenance contractor(s), utilities, and the City of Richmond.

The Province is developing utilities base-map drawings to identify existing utilities within the expected Project footprint which will be provided to Proponents during the RFP phase. In addition, the Province has or anticipates having agreements with select utility owners to ensure the utility owners' requirements are addressed, and to confirm processes and responsibilities for design, design approvals, and construction and cost responsibility. Existing agreements with utilities include BC Hydro and TELUS protocol agreements. All other utilities will require agreement as per the Ministry 2019 Utility Policy Manual and applicable Ministry issued permits and associated standards.

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 construction site including the Province's incumbent maintenance contractor(s).

1.6.6 Indigenous Groups

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

1.6.7 Community Benefits

The Province has identified objectives for achieving community benefits in the delivery of public sector infrastructure projects. Community benefits objectives are designed to 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. This will provide for good wages, increased opportunities for apprenticeships and training, maximized participation of Indigenous groups and groups traditionally under-represented in the construction sector, and greater employment prospects for local residents. Targets relating to community benefits objectives for the Project are anticipated to be set out in the DBA. The DBA is also anticipated to include reporting and performance measurement requirements for the Design-Builder to demonstrate progress towards achieving identified community benefit targets in the delivery of the Project.

1.6.8 Project Labour

The Project will not be subject to the Community Benefits Agreement between the Allied Infrastructure and Related Construction Council of British Columbia and BC Infrastructure Benefits Inc. The Province, with the Construction Labour Relations Association of BC, has negotiated a Special Project Needs Agreement ("SPNA") for the Project. The SPNA will set out employment terms and conditions for the supply of workers to be utilized by the Design-Builder and its contractors and subcontractors, and will recognize the inclusion of community benefits. The Province anticipates providing the SPNA prior to issuing the RFP.

1.6.9 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 pre-requisite for construction to commence.

1.7 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 the completion of the Project, subject to any warranty obligations;
- (b) **Payment** - The Design-Builder will receive progress payments during construction as defined in the Design-Build Agreement;
- (c) **Warranty** - The Province anticipates requiring the Design-Builder to provide a two-year warranty.

1.8 Work by the Province

1.8.1 Environmental Requirements

The Province is undertaking an environmental review of the Project which will define the obligations of the Design-Builder and the Province. This will be made available as part of the RFP. The Project also overlaps with areas covered by the George Massey Tunnel Replacement project Environmental Assessment Certificate #T17-01 (“EAC”). Any obligations pertaining to the EAC and applicable regulatory approvals (i.e., Water Sustainability Act, Agricultural Land Commission Act) will be included in the RFP documents.

1.8.2 Property Acquisition

It is anticipated that British Columbia Transportation Financing Authority (“BCTFA”) will acquire the land rights necessary to accommodate the Project reference concept to the extent that such land rights are not currently owned by or on behalf of the Province or BCTFA. The Project reference concept will be made available during the RFP phase, and the RFP will outline any limitations or target access dates for properties not secured at that time.

The Design-Builder will be provided access to the lands required for the Project for the purpose of performing its obligations under the Design-Build Agreement. The ownership of the lands will not be transferred to the Design-Builder.

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, in 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. 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, at its discretion, 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.

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) plans outlining the Proponent's management approach to items such as quality, construction, key risks, traffic management, environment, Indigenous 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) a commitment to enter into the Definitive Design-Build Agreement by the Design-Builder; 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 \$200,000 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 \$400,000 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	June 22, 2021
Introductory Project Meeting	June 30, 2021
RFQ Submission Time	August 12, 2021
Announce Shortlisted Respondents	September 22, 2021
Issue RFP and Draft Design-Build Agreement	September 22, 2021
Technical Submission	December 22, 2021

Activity	Timeline
Financial Submission	February 2022
Announce Preferred Proponent	February 2022
Execution of Design-Build Agreement	March 2022

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 an introductory meeting to introduce the Project shortly after issuance of the RFQ. Respondents wishing to attend should complete and submit a Receipt Confirmation Form for further details. Participation will not be mandatory. 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.

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 Qualification 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 and follow the outline described in Appendix A.

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

All communications 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 “Steveston 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) RFI’s 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”, and if the Province decides that 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 in 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 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 or 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, 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 Inconsistency between Paper and Electronic Form

If there is any conflict or inconsistency between the paper form of a document and the digital, electronic, or other computer readable form, 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 prior to the Submission Time

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, TI Corp, 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 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;
- (d) conduct any background investigations it considers necessary or desirable in the course of the Competitive Selection Process;
- (e) 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 Any such responses delivered by a Respondent will be incorporated into and form part of the Respondent's Response; and

- (f) 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. The Province may also 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:

- (g) the Province considers the Response is incomplete;
- (h) after reviewing the information submitted in the Response relating to the requirements set out in Table 3 of Appendix A, 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
- (i) 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 Member.

4.5 Debriefing

The Province may, at its discretion and upon written request, conduct a debriefing for Respondents 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 in its discretion.

5.2 Freedom of Information and Protection of Privacy Act

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;
- (c) 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;
- (d) consider, evaluate, accept, not accept, not consider, not evaluate, or discontinue evaluation of any Response;
- (e) 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;
- (f) 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, including any more complete, supplementary, and additional information or documentation, that Response; and
- (g) 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, BCTFA, TI Corp, the Fairness Reviewer, the Conflict of Interest 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 Project 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 Conflict of Interest 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 and the public, is to be coordinated with and is subject to the prior approval of the Province.

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, BCTFA, TI Corp, the City of Richmond, 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 for the RFQ. 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 as to 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 agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, TI Corp, 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 agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, TI Corp, 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 such disclosure, 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 Conflict of Interest Adjudicator may, in their discretion, consider actual, potential or perceived conflicts of interest and unfair advantage.

A description of the Project relationship review guidelines is posted on the Project Website <https://engage.gov.bc.ca/masseytunnel/document-library/>

5.11 Relationships

5.11.1 Use or Inclusion of Restricted Parties

The Province may, at its discretion disqualify any Respondent, or may 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:

- AMTG Consulting Ltd.
- Boughton Law Corporation
- Charter Project Delivery Inc.
- DM Fourchalk Property Consultants Inc.
- Farris LLP
- Golder Associates Ltd.
- Hemmera Envirochem Inc.
- Klohn Crippen Berger Ltd.
- Lucent Quay Consulting Inc.
- Miller Thomson LLP
- MP2 Consulting
- PBX Engineering Ltd.
- R.F. Binnie & Associates Ltd.
- Stratice Consulting Inc.
- Tony Steadman & Associates Ltd.
- The Province, BCTFA, TI Corp, or Infrastructure BC.

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

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.

The following have been identified as Shared Use persons:

Mainroad Transtronic Services LP

5.11.4 Conflict of Interest Adjudicator

Doug Hopkins has been appointed as Conflict of Interest Adjudicator (“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 5.11.4 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this s.5.11.4 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 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 s. 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, in 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 ten (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 in 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 Conflict of Interest Adjudicator, where the Province identifies a matter related to exclusivity. The Province will, if it seeks an advance ruling from the Conflict of Interest Adjudicator, provide the Conflict of Interest Adjudicator with relevant information in its possession. If the Province seeks an advance ruling from the Conflict of Interest Adjudicator, the Province will give notice to the Respondent so that it may make its own response to the Conflict of Interest 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 Conflict of 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 Conflict of Interest 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 Conflict of Interest Adjudicator regarding matters related to exclusivity to all Respondents if the Province, in its discretion, determines that the decision is of general application.

5.12 Fairness Reviewer

The Province has appointed Jane Shackell, Q.C., 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.

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, TI Corp, 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) or the Project 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 on the basis of 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 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**” means the Conflict of Interest Adjudicator described in Section 5.11.4 of this RFQ.

“**Construction Firm**” means means the firm(s) engaged by the Design-Builder to carry out the construction of the Project, as described in the Respondent’s Response, and as may be changed pursuant to this RFQ.

“**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 the Design-Builder.

“**Coordinating Professional Engineer**” means the Design Manager.

“**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 Design-Builder with the Province for the delivery of the Project.

“**Design-Builder**” means an entity or entities identified by a Respondent in its Response to have primary responsibility for carrying out the design and construction of the Project.

“**Design Firm(s)**” means the firm(s) engaged by the Design-Builder to design the Project, as described in the Respondent’s Response, and as may be changed pursuant to this RFQ.

“**Design Manager**” means the individual who will be the Coordinating Professional Engineer for the Project, responsible for management and coordination of all Project design issues, including the design of roads, bridges, all other structures, and having no other Key Individual responsibility, 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.

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

“George Massey Crossing” means the future new George Massey Crossing, which includes replacement of the existing George Massey Tunnel and improvements to the adjacent Highway 99 corridor.

“Indigenous 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 Indigenous involvement in project delivery as related to the Evaluation Criteria.

“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 the Design-Builder. A Key Individual may be an employee, subcontractor or consultant of a Respondent or the Design-Builder, except the Project Manager, who must be an employee of, or independent contractor directly engaged by, the Design-Builder.

“Key Position” means each of the following positions:

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

and such other positions as may be specified as being Key Positions 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 **“Steveston 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 managing and coordinating all aspects of the Design-Builder’s responsibilities, including acting as the Design-Builder’s Representative under the Design-Build Agreement, agent, and primary

point of contact with the Province, as identified in the Respondent's Response and as may be changed pursuant to this RFQ.

"Project Website" means the publicly available website established by the Province for the Project, as described in Section 5.10 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 Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

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

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

"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 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.

“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 a 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.

“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.

“TI Corp” means Transportation Investment Corporation.

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 imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (d) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of or Appendix to, this RFQ.
- (e) 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.
- (f) All dollar values are Canadian dollars unless otherwise indicated.
- (g) 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.
- (h) the words "including" and "includes" are not meant to be limiting.

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

APPENDIX A – RESPONSE GUIDELINES

Steveston Interchange Project

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Part 1. Response Guidelines

Part 2. Evaluation

2.1 Evaluation Criteria

2.2 Response Content Requirements

Attached Sample Forms:	Form A-1: Project Experience
	Nominated Project Details
	Form A-2: Project Experience
	Nominated Projects Summary
	Form A-3: Indigenous Participation
	Nominated Project Details
	Form A-4: Key Individuals
	Key Individual Experience

Part 1. Response Guidelines

Responses should:

- (a) Include all of the information requested in this Appendix A;
- (b) Follow the outline of the submission content structure provided in Table 3 of this Appendix A;
- (c) Be limited to 100 pages (50 double-sided), excluding the Packages 1, 6, and 7 (see Table 1). Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Province;
- (d) Be on 8.5" x 11" paper size pages [charts and tables can be on larger paper size, max. 11" x 17"];
- (e) Have text with 1.5 line spacing and minimum 11 point font size;
- (f) Be submitted in seven packages, in accordance with Table 1 of this Appendix A;
- (g) Be submitted in a searchable PDF format;
- (h) Contain a consolidated file containing the entire Response and an individual file for each package.

Table 1: Submission Packages

Package	Contents	Number of Copies
Package 1	<ol style="list-style-type: none"> 1) Transmittal Letter; 2) Section 1 of Part 2.2 in this Appendix A; 3) Relationship Disclosure Form (see Appendix D of this RFQ) signed by the Respondent; 4) Response Declaration Form (see Appendix E of this RFQ) signed by the Respondent; and 5) A table listing all of the individuals and companies named in Packages 2 to 7 of the Response. 	One electronic copy
Package 2	Design-Builder information (see Section 2 of Part 2.2 of this Appendix A).	One electronic copy
Package 3	Design information (see Section 3.1 and 3.2 of Part 2.2 of this Appendix A).	One electronic copy
Package 4	Construction information (see Section 3.3 and 3.4 of Part 2.2 of this Appendix A).	One electronic copy
Package 5	Indigenous Participation and Apprenticeships, Training and Development information (see Section 4 of Part 2.2 of this Appendix A).	One electronic copy
Package 6	Financial information (see Section 5 of Part 2.2 of this Appendix A).	One electronic copy
Package 7	Nominated Projects information (see Section 6 of Part 2.2 of this Appendix A).	One electronic copy

Part 2. Evaluation

2.1 Evaluation Criteria

The Province will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2, in accordance with each section of the Response content requirements outlined in Table 3.

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 3, the Province may in its discretion, after reviewing the contents of the Response in accordance with section 5.1 of Table 3 of this Appendix A, discontinue the evaluation of any Response in accordance with the provisions of Section 4.3 of this RFQ.

Table 2: Evaluation Framework and Criteria

Section	Evaluation Criteria	Weighting
Section 2 Design-Builder	Strength and relevance of demonstrated experience and capability relating to: 2.1 Project Development and Management; and 2.2 The “Project Manager”.	30 points
Section 3 Design and Construction	Strength and relevance of demonstrated experience and capability relating to: 3.1 Design; and 3.2 The “Design Manager”.	30 points
	Strength and relevance of demonstrated experience and capability relating to: 3.3 Construction; and 3.4 The “Construction Manager”.	30 points
Section 4 Indigenous Participation and Apprenticeships, Training and Development	Strength and relevance of demonstrated experience and capability relating to: 4.1 Indigenous Relationships 4.2 Indigenous Contracting Opportunities, Apprenticeships, Training, and Development 4.3 Non-Indigenous Contracting Opportunities, Apprenticeships, Training, and Development	10 points
Section 5 Financial	5.1 Financial Capacity	See Section 4.3 of the RFQ
Total		100

2.2 Response Content Requirements

Responses should include the section numbers and titles provided in Table 3 and should indicate how the information provided by the Respondent relates to the specified content requirements in Table 3.

Table 3: RFQ Response Content Structure and Requirements

Section	Title	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) Respondent; ii) Design-Builder; iii) Design Firm; and iv) Construction Firm. b) Provide organization chart(s) describing all of the proposed major contractual and partnership relationships among the Respondent Team Members, and the entities comprising each, including: <ul style="list-style-type: none"> i) Design-Builder; ii) Design Firm; and iii) Construction Firm. c) Provide project organization chart(s) showing the proposed reporting relationships of the following: <ul style="list-style-type: none"> i) senior project management (including all Key Individuals); ii) management committee(s); and iii) project board(s) (or their organizational equivalents). 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).

Section	Title	Content Requirements
1.2	Contact Information	<p>Provide the following details for the Respondent's Representative:</p> <ul style="list-style-type: none"> a) Name b) Employer c) Mailing/courier addresses d) Telephone numbers e) 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	
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 developing and managing projects of similar size and complexity, including new structure and highway construction and the following:</p> <ul style="list-style-type: none"> a) Assembling and managing contractors and sub-contractors for the on-time delivery of structure and highway contracts of similar size and complexity, particularly design-build projects; b) Traffic management and communication for construction on active, high-volume highways in urban areas; c) Managing risks for structures and highways, particularly over soft and compressible ground conditions and in areas of high seismicity; d) Environmental and archaeological management programs including design and construction activities; e) Managing schedules to achieve contract timelines; f) Working as an effective partner to meet contractual obligations and resolve issues; and g) Successfully developing and implementing: <ul style="list-style-type: none"> i) quality management systems; ii) health and safety programs. <p>Note: for g) a maximum of three (3) Project Experience Nominated Projects can be selected for the group of i) and ii).</p>

Section	Title	Content Requirements
2.2	Key Individual Key Position – Project Manager	<p>Provide a resume and up to three (3) relevant project 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 projects of equivalent complexity.</p> <p>The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects.</p> <p>Describe the availability of the Project Manager as follows:</p> <ul style="list-style-type: none"> a) Percentage of time the individual will dedicate to each phase of the Project for the following two phases: RFP, design & construction. b) Describe any foreseeable time constraints that will 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 relevance to the Project, the Design Firm's strength, experience, and capability with the following:</p> <ul style="list-style-type: none"> a) Designing highways, pedestrian and cyclist facilities, structures, and interchanges similar to those that will be required to complete the Project, particularly design-build projects; b) Highway and geotechnical engineering involving soft and compressible soils, variable soil settlement characteristics, and stability considerations for highways and interchanges, particularly where roadways and ramps may be constructed immediately adjacent to existing structures; c) Structural and foundation engineering in soft, compressible, and liquefiable soils in areas of high seismicity; d) Projects that have significant traffic management constraints such as those associated with congested highways, including connections to active highways; and e) Integration of operations, maintenance and rehabilitation considerations with design and construction considerations.

Section	Title	Content Requirements
3.2	Key Individual Key Position – Design Manager	<p>Provide a resume and up to three (3) relevant project 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 projects of equivalent complexity.</p> <p>The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects.</p> <p>Describe the availability of the Design Manager as follows:</p> <ul style="list-style-type: none"> a) Percentage of time the individual will dedicate to each phase of the Project by the following two phases: RFP, design & construction. b) Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.
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> <ul style="list-style-type: none"> a) Constructing highway, highway structure, and multi-use path/active transportation projects, particularly design-build projects; b) Construction projects which involve soft and compressible soils, variable soil settlement characteristics, and stability considerations; c) Construction projects that have significant traffic management constraints such as those associated with congested highways, including connections to active highways; d) Sequencing, scheduling and logistics of highway and structure construction projects; e) Construction projects involving utility relocation and protection; and f) Construction experience in environmentally sensitive areas.

Section	Title	Content Requirements
3.4	Key Individual Key Position – Construction Manager	<p>Provide a resume and up to three (3) relevant project 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 projects of equivalent complexity.</p> <p>The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects.</p> <p>Describe the availability of the Construction Manager as follows:</p> <ol style="list-style-type: none"> a) Percentage of time the individual will dedicate to each phase of the Project by the following two phases: RFP, design & construction. b) Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.
4. Indigenous Participation, and Apprenticeships, Training and Development		
4.1	Indigenous Relationships	<p>Based only on the Indigenous Participation Nominated Projects, describe, including relevance to the Project, the Respondent Team Members' experience, including the Design-Builder's experience and capability building relationships with Indigenous groups in support of project delivery with reference to:</p> <ol style="list-style-type: none"> a) Corporate values b) Collaborating with the owner; and c) Indigenous cultural recognition and education <p>Responses should indicate:</p> <ul style="list-style-type: none"> • Corporate policies, practices, or programs, • Successes, challenges, and strategies implemented to overcome challenges, • Evidence relevant to relationship building with Indigenous groups.

Section	Title	Content Requirements
4.2	Indigenous Contracting Opportunities, Apprenticeships, Training, and Development	<p>Based only on the Indigenous Participation Nominated Projects, describe, including relevance to the Project, the Respondent Team Members' experience, including the Design-Builder's experience, and capability with Indigenous involvement in project delivery, including developing and implementing any or all of the following:</p> <ul style="list-style-type: none"> a) Working with Indigenous-owned or affiliated businesses in partnerships or joint ventures or as subcontractors; b) Employment of Indigenous peoples; and c) Training, mentorship and/or other development opportunities for Indigenous peoples. <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 employment of each Indigenous group, including contract value and person-hours as well as nature of the work; • Accountability and performance related the to the contractual obligations including metrics for Indigenous employment and types of work; and • Any challenges and mitigation strategies implemented.
4.3	Non-Indigenous 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, including the Design-Builder's 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.

Section	Title	Content Requirements
5.	Financial	
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 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; and ii. Project-specific Professional Liability insurance coverage in accordance with Appendix H. b) Written confirmation, generally in the form of the Undertaking of Surety contained in Appendix K, from a surety that the Respondent will be able to obtain a \$25 million performance bond and a \$25 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 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>
6.2	Indigenous Participation Nominated Projects	<p>Submit a maximum of three (3) Indigenous Participation Nominated Projects using Form A-3 of this Appendix A. Indigenous Participation Nominated Projects are Projects in which Respondent Team Members' demonstrated experience and capability with Indigenous involvement in project delivery is demonstrated to be relevant to the Project.</p>

Form A-1 Project Experience Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____ Project number _____ (sequentially numbered 1 to 9)

Respondent Team Member(s) _____

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, highway/road/bridge, site or project extent, urban/rural.</i>
Project owner	<i>Organization name.</i>
Reference contact details	<i>Key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. 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>
Contract period (term)	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope and complexity.</i>
Relevance	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Contract model	<i>Contract model e.g., design-build, design-build-finance, design-build-finance-operate, etc.</i>
Traffic volume	<i>Total average daily traffic across all lanes (actual or estimated)</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Respondent Team Members, including the estimated total time (in hours) spent in each role on that project, and any additional information that demonstrates relevant experience and ability. 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.</i>

Item	Notes to Respondents
Participants	<i>Identify Respondent Team Members' senior personnel who have / had a direct role in the cited project. Provide a summary of each person's role and the extent of their time in that role on the project. Describe any other key resources that were integral to the firm's role on the project.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

Form A-2 Project Experience Nominated Projects Summary

Reference Projects	Project Details									RFQ Section
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)	Procurement Model (DBB, CM, DB, DBFM, Other)	Construction Term (Years)	Year of Construction Completion	Relevant Sections
Nominated Project 1 (e.g.)	City, Province/ State	Highway and Interchange		11,000	4 Lanes 30 Kms	\$125	DB	5	2015	2.1, 3.1, 3.3,
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 Indigenous Participation Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____ Project number _____ (sequentially numbered 1 to 3)

Respondent Team Member(s) _____

Item	Notes to Respondents
Name of project	<i>Details including official project name (as applicable).</i>
Location of project	<i>Country, province/state, site or project extent, urban/rural/remote.</i>
Project owner	<i>Organization name.</i>
Reference contact details	<i>Key client contacts and / or key Indigenous group contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. 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>
Contract period (term)	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope, and complexity; nature and extent of contractual obligations in relation to Indigenous groups</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Contract model	<i>Contract model e.g., design-build, design-build-finance</i>
Involved Indigenous group(s)	<i>Community / joint venture / sub-contractor</i>

Item	Notes to Respondents
Contract obligations (if any)	<i>Contractual obligation in relation to each Indigenous group, including contract value, person-hours, and nature of work.</i>
Impacted Indigenous group(s)	<i>Those identified by an owner, through an environmental assessment or other process, as being impacted.</i>
Role(s) on project	<p><i>Specific role, duties, responsibilities, and contractual obligations of applicable Respondent Team Members, including the Design-Builder, with respect to Indigenous 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 Indigenous groups, using Indigenous-owned businesses as subcontractors, employing Indigenous workers, and providing training, mentorship and / or other development opportunities to Indigenous people.</i></p> <p><i>If the project involved multiple Indigenous groups, please describe the duties and responsibilities with respect to each Indigenous group.</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, a brief description of the project including 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 Steveston Interchange Project</i>
Reference contact details	<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>

APPENDIX B – RECEIPT CONFIRMATION FORM

Steveston Interchange Project

Request for Qualifications

To receive any further distributed information about or in connection with this Request for Qualifications, please execute and deliver this Receipt Confirmation Form to the attention of the Contact Person at:

Email: StevestonContact@gov.bc.ca

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT (THE "RESPONDENT"): _____

STREET ADDRESS: _____

CITY: _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE:(____) _____

RESPONDENT'S REPRESENTATIVE: _____

E-MAIL ADDRESS: _____

BCEID (IF AVAILABLE): _____

Unless it can be sent by email, please send us any further correspondence about this Request for Qualifications by:

COURIER COLLECT COURIER Name and Account No.:

MAIL (default if neither box checked)

ACKNOWLEDGEMENT 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 and Confidentiality 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.

Upon execution, the yellow highlighting as well as these execution instructions should be removed.

APPENDIX C – CONFIDENTIALITY AGREEMENT

Steveston 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);
- (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, Transportation Investment Corporation 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 7 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

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.

APPENDIX D – RELATIONSHIP DISCLOSURE FORM

Steveston Interchange Project

Relationship Disclosure Form

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the “Province”)

Re: Steveston Interchange Project (the “Project”)

Request for Qualifications entitled “Steveston Interchange Project Request for Qualifications”, as amended in accordance with its terms (the “RFQ”) for 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 all former and current relationships that the Respondent and each Respondent Team Member has or has had with:
 - (i) any former or current officials, employees, representatives, or elected officials of the Province, BCTFA, TI Corp or Infrastructure BC; or
 - (ii) any 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
 - (iii) any Restricted Party or any current or former employee, shareholder, director or officer of any Restricted Party,

(collectively, the “**Project Parties**”); or

- (b) any of their 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 Relationship Disclosure Form, and the Province may in its discretion request an opinion from the Respondent’s legal counsel to that effect.

Upon execution, the yellow highlighting as well as these execution instructions should be removed.

Exhibit 1 to Appendix D Relationship Disclosure

NAME OF THE PARTY	DETAILS OF THE NATURE OF THE PARTIES' RELATIONSHIP TO BE DISCLOSED

APPENDIX E – RESPONSE DECLARATION FORM

Steveston Interchange Project

Response Declaration Form

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

Re: Steveston Interchange Project (the “Project”)

Request for Qualifications entitled “Steveston 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;
- (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.

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.

Upon execution, the yellow highlighting as well as these execution instructions should be removed.

Exhibit 1 to Appendix E Respondent Team

Name	Address	Respondent Team Member Role

Note: The Respondent and each Respondent Team Member should be identified by its correct and complete legal name.

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

**Steveston 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

APPENDIX G – PROPONENT AGREEMENT

Steveston 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]

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure

Attention: [Insert Name], Contact Person

Dear Sirs/Mesdames:

Re: Steveston 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, 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;
- (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 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 This Proponent Agreement and the obligations of the parties hereunder will be interpreted, construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each party to this Proponent Agreement irrevocably attorns to the jurisdiction of the courts of British Columbia.
- 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 in 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 in 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 in 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]

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 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;
 - (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, Key Individual, 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 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.

APPENDIX H – INSURANCE SPECIFICATIONS

Steveston 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 contract 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. 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 is Design-Build Agreement and will include 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 assumed under contract
- (f) 24 months Products and Completed Operations (as more fully outlined under Section 1.7 of this Schedule)
- (g) \$2,000,000.00 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 any Workers Compensation Statutes 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 **\$25,000.00** 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 in the policies, every insurance policy (except Professional Liability, Automobile Liability, Builders Risk and Equipment insurance policies) will include the following clause:

“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 shall 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:

"Her Majesty the Queen 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 "Steveston 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

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 flood, earthquake 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 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. Flood – up to **ONE HUNDRED THOUSAND (\$100,000.00)** maximum.
- ii. Earthquake – up to TEN PERCENT (10%) of actual value at time of loss, and in any event not to exceed the maximum of TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00).
- iii. All other losses up to 1% of contract amount.
- iv. The Design-Builder will be solely responsible for the payment of all deductibles except the deductible applying in the event of damage or loss caused by earthquake. In the event of damage or loss caused by earthquake the payment of the deductible will be shared as follows:
 - (a) the first **TWENTY-FIVE THOUSAND (\$25,000.00)** of the deductible will be payable by the Design-Builder, and
 - (b) any remaining portion, up to but not exceeding the maximum deductible for such damage or loss will be payable by the Province.

- v. The payment of any deductible will be the responsibility of the Design-Builder for all losses as set out above.

B. Loss Payable

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

C. Additional Named Insured

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

“Her Majesty the Queen 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 Bonds 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 Her Majesty the Queen in right of the Province of British Columbia, including the BC Transportation Financing Authority, or Transportation Investment Corporation, 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 the Steveston 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 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 9 of this Schedule)

7. 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)** annual 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 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 Steveston 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 Bonds Manager at the Ministry of Transportation and Infrastructure, 4C – 940 Blanshard St., 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.

8. 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.

9. 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 Bonds Manager"
Ministry of Transportation and Infrastructure
4C - 940 Blanshard Street
Victoria, BC V8W 3E6.

10. EVIDENCE OF COVERAGE

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 Bonds 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 filed originals or signed, certified copies of such policies and renewals are not available as at the time that delivery by the Design-Builder to the Province as required, the Design-Builder may, as an INTERIM measure pending delivery of the originals and signed certified copies and subject to the condition that the Design-Builder complies with subsection 11.1(d) of this Schedule, deliver to the Province a duly completed Ministry Certificate of Insurance certifying to the Province that the insurance requirements have been met.
- iv. If the Design-Builder delivers a Ministry Certificate of Insurance, the Design-Builder must by not later than Ninety (90) days after the date of issuance of the Certificate,

deliver originals or signed, certified copies of all current policies and necessary endorsements to the Province at the following address:

“The Corporate Insurance and Bonds Manager”
Ministry of Transportation and Infrastructure,
PO Box 9850, Stn Prov Govt,
940 Blanshard Street
Victoria, BC V8W 3E6

- v. 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.
- vi. 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.

APPENDIX I – UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Steveston Interchange Project

Undertaking of Commercial General Liability Insurance

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

We, the undersigned, as authorized representatives on behalf of “[Insert Name of Insurance Company – Not Broker]”, do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance as specified in Insurance Specifications for the Steveston 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 Her Majesty the Queen 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 Insurance Company

APPENDIX J – UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Steveston Interchange Project

Undertaking of Professional Liability Insurance

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

We, the undersigned, as authorized representatives on behalf of “[Insert Name of Insurance Company – Not Broker]”, do hereby undertake and agree to provide Professional Liability insurance as specified in Insurance Specifications for the Steveston 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 Her Majesty the Queen 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 Insurance Company

APPENDIX K – UNDERTAKING OF SURETY

Steveston Interchange Project

Undertaking of Surety

DATE: [Insert Date]

NO.: [To be inserted]

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

Re: Request for Qualifications – Steveston 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 Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure as Obligee dated _____, 20____, concerning the Steveston 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 TWENTY-FIVE MILLION dollars (\$25,000,000) for this Project subject to our underwriting of the contractor.

(Name of Surety)

_____ (Seal)
