

# Request for Qualifications

# Fraser River Tunnel Project

Issued June 14, 2023

**As Amended August 1, 2023**

**As Amended August 17, 2023**



transportation  
investment  
corporation



Ministry of  
Transportation  
and Infrastructure

## Summary of Key Information

<b>RFQ Title</b>	The title of this RFQ is: Fraser River Tunnel Project Please use this title on all correspondence.
<b>Contact Person</b>	The Contact Person for this RFQ can be reached at: <a href="mailto:Contact.FRTP@gov.bc.ca">Contact.FRTP@gov.bc.ca</a> Please direct all enquiries, by email, to the Contact Person. <b>No telephone enquiries please.</b>
<b>Enquiries</b>	Respondents are encouraged to submit enquiries at an early date and prior to 15:00 local time in Vancouver, BC on the day that is 10 business days before the Submission Time to permit consideration by the Province; the Province may, in its discretion, decide not to respond to any enquiry.
<b>Receipt Confirmation Form</b>	Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form attached as Appendix B.
<b>Submission Time</b>	The Submission Time is: 11:00 local time in Vancouver, BC on September 14, 2023
<b>Submission Location</b>	Fraser River Tunnel Project Suite 1100 – 401 West Georgia Street Vancouver, BC V6B 5A1 Attention: Contact Person

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# 1 Introduction

## 1.1 Purpose of this RFQ

This Request for Qualifications (“RFQ”) is issued by His Majesty the King in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (“the Province”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the Fraser River Tunnel 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 this Competitive Selection Process, the DEWA Request for Proposals (“DEWA RFP”) phase, as DEWA Proponents.

This RFQ is not a tender or an offer or a Request for Proposal, 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 7 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, 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.

## 2 The Project

### 2.1 Background

The George Massey Tunnel (the “Existing Tunnel”) is an essential link on the Highway 99 corridor in British Columbia connecting the cities of Delta, BC and Richmond, BC and supporting travel to and from the Canada-U.S. border, Vancouver International Airport, BC Ferries Tsawwassen Terminal, and goods and commerce centres. Without improvements to this crossing and the Highway 99 corridor, economic growth and regional liveability will be constrained by congestion resulting in increased travel times for commuters, commercial users, and other traffic.

Transportation Investment Corporation (“TI Corp”) is responsible for the delivery of the Project on behalf of the Province.

### 2.2 Project Description

The Project includes replacement of the Existing Tunnel with an eight-lane, toll-free immersed-tube tunnel (the “New Tunnel”). The New Tunnel will have three general-purpose lanes and a dedicated transit lane in each direction, as well as a separated walking and cycling path. This expansion will provide increased capacity for drivers and transit users in both directions, as well as walking and cycling options over the south arm of the Fraser River for the first time. The Project also includes either replacement or repurposing of the existing Deas Slough Bridge, and decommissioning of the Existing Tunnel once the New Tunnel is operational.

The Project is required to undergo a provincial environmental assessment under the *Environmental Assessment Act, 2018*, according to Part 5, Table 9, of the Reviewable Projects Regulation and an Environmental Assessment Certificate (“EAC”) is required. In addition to the EAC, a number of other regulatory approvals, permits, and authorizations will be required prior to construction.

The Project is part of the Highway 99 Tunnel Program, which includes transit and cycling improvements along Highway 99, additional highway works between Westminster Highway and Highway 17, and the replacement of the interchange at Steveston Highway.

**FIGURE 1 – LOCATION OF FRASER RIVER TUNNEL PROJECT**



**TABLE 1 – PROJECT FEATURES**

Project Features	Components
<b>New Tunnel</b>	<p>An approximately 800 metre long eight-lane immersed-tube tunnel under the Fraser River that connects Richmond and Delta along Highway 99.</p> <p>The New Tunnel will maintain the existing navigational clearance for marine users.</p> <p>The New Tunnel includes:</p> <ul style="list-style-type: none"> <li>○ Four lanes in each direction, three inside lanes for general-purpose traffic, and an outside dedicated transit lane; and</li> <li>○ A separated and dedicated multi-use path for pedestrians and cyclists.</li> </ul>
<b>Decommissioning of Existing Tunnel</b>	<p>Decommissioning of the Existing Tunnel and existing north and south approaches (also known as portals).</p>

Project Features	Components
<b>New Deas Slough Bridge</b>	An approximately 350 metre long bridge across Deas Slough that maintains the existing navigational clearance for marine users.
<b>Removal or repurposing of the existing Deas Slough Bridge</b>	Decommissioning and removal, or re-purposing of some or all, of the existing Deas Slough Bridge.
<b>North approach (portal)</b>	<p>Construction of approximately 280 metres of roadway structures leading to the New Tunnel.</p> <p>Construction of tie-ins and upgrades to the existing Highway 99 mainline and ramps within the City of Richmond.</p> <p>Replacement and realignment of the Rice Mill Road overpass.</p> <p>Replacement and realignment of the Canadian National Railway overpass.</p>
<b>South approach (portal)</b>	<p>Construction of approximately 310 metres of roadway structures leading to the New Tunnel.</p> <p>Construction of tie-ins and upgrades from the new Deas Slough Bridge to Highway 99 within the City of Delta.</p>
<b>Operations buildings</b>	Construction of a tunnel operations building at the north approach and at the south approach into the New Tunnel.

Public information relating to the Project is available on the Project Website at: <https://www.highway99tunnel.ca/>.

### 2.3 Key Project Considerations

The Province has identified the following considerations that are anticipated to be essential to the successful delivery of the Project:

- a) Developing and adhering to regulatory management plans that provide flexibility for the anticipated and unanticipated challenges of construction, while providing sufficient information and assurances to Indigenous nations and stakeholders that impacts are

being managed in accordance with determinations from the environmental assessment or other requirements;

- b) Managing and communicating impacts to Indigenous, commercial and recreational marine users with limited experience of similar extended impacts and navigational restrictions and closures;
- c) Conducting and completing in-stream works within the Fraser River, noting both the physical and regulatory conditions/constraints associated with these works;
- d) Deep excavations and ground improvements/works in relatively close proximity to an existing immersed tunnel that must remain operational during construction;
- e) Designing and constructing a large, immersed tunnel in a region of high seismicity and liquefiable soils;
- f) Collaborating with the Province in developing a risk mitigated materials management plan for all instream and upland excavations;
- g) Fabricating and managing the staging of wide immersed tunnel elements;
- h) Ensuring the availability and staging of specialized equipment and resources to perform the instream works for the Project; and
- i) Working collaboratively with the Province to ensure the successful implementation of a Progressive Design-Build with Target Price model, including joint identification and mitigation of risks, and transparency in cost estimating to demonstrate value for money.

## **2.4 RFQ Data Room and Further Information**

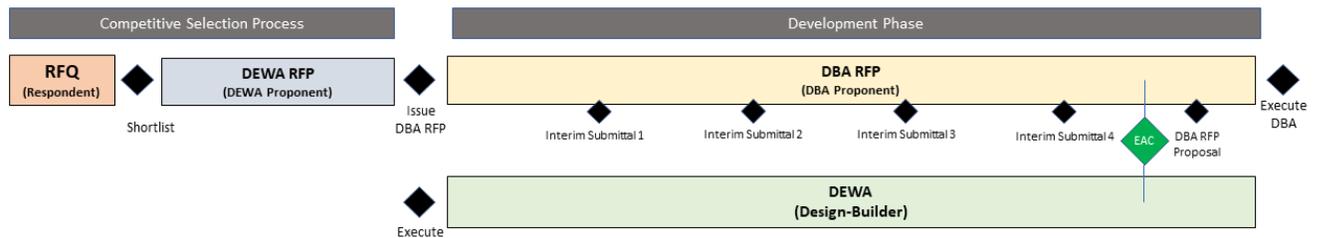
A restricted access data website with background data relating to the Project (“RFQ Data Room”) is available. To receive access to the RFQ Data Room and any further information in connection with this RFQ, Respondents are required to have fully completed, signed and returned the Receipt Confirmation Form and Confidentiality Agreement, attached as Appendices B and C to this RFQ, to the Contact Person.

## **2.5 Procurement Model**

The Project will be delivered on a design-build basis under a Design Build Agreement (“DBA”) that sets out a Target Cost, a Fixed Fee, and a Gainshare/Painshare allocation. More information is provided in Section 2.7.3.

To achieve an executed DBA the procurement process will follow a Progressive Design-Build with Target Price model in which the Competitive Selection Process consists of an RFQ followed by the DEWA RFP during which DEWA Proponents will submit a DEWA RFP Proposal and one DEWA Proponent will be selected as the Preferred Proponent and invited to finalize the Design Early Works Agreement (“DEWA”) with the Province. The Competitive Selection Process ends upon execution of the DEWA and the procurement process continues with the Development Phase consisting of the DEWA scope and the DBA RFP ("DBA RFP"). The Province then intends to enter into the DBA with the Design-Builder, upon acceptance of a DBA RFP Proposal. The Competitive Selection Process and Development Phase, including the role of the bidder(s) are illustrated in the procurement process figure below.

**FIGURE 2 – PROJECT PROCUREMENT PROCESS**



The Competitive Selection Process and the subsequent Development Phase of this procurement model are detailed in Section 3 of this RFQ.

## 2.6 Design Early Works Agreement

### 2.6.1 OVERVIEW

In accordance with the DEWA RFP, the Preferred Proponent will enter into the DEWA as the Design-Builder which will set out payment terms and several defined stages for the DEWA scope as shown in Table 2 below. The Preferred Proponent will also be invited to participate in the DBA RFP which sets out a structured negotiation process to enter into the DBA upon acceptance by the Province of a DBA Proposal.

**TABLE 2 – ANTICIPATED DEWA STAGES**

Stage	Activity
1	Design-Builder to validate Province’s reference design and establish base cost estimate
2	Design-Builder’s preliminary design
3	Design-Builder’s functional design
4	Design-Builder’s detailed design
5	Design-Builder’s design to align with EAC requirements

**2.6.2 DEWA SCOPE**

In accordance with the process and requirements set out in the DEWA and the DEWA RFP, the Design-Builder and the Province will collaborate on implementation of the DEWA scope.

It is anticipated that the DEWA scope will include procuring firms and individuals to complete the Design-Builder’s team as well as advancement of design and development of the Project. The anticipated DEWA scope will also include activities that are permitted in advance of the receipt of the EAC under the terms of the BC *Environmental Assessment Act (2018)*. A summary of the anticipated DEWA scope is set out in 3. This should not be considered an exhaustive list.

**TABLE 3 – ANTICIPATED DESIGN EARLY WORKS AGREEMENT SCOPE**

Anticipated DEWA Scope
Review of the Province’s reference design
Advancement of Design-Builder’s design
Project planning
Procurement of identified contractors and subconsultants (e.g., immersed tube tunnel contractor, environmental consultant)
Development of management plans including those that reflect the means and methods to be used for construction, quality management, safety, and environmental management

## Anticipated DEWA Scope

Support and lead preparation of applications for relevant permits, approvals and authorizations, including those required pursuant to applicable federal and provincial regulatory requirements and legislation, and provide technical support during regulatory interviews

Development of regulatory management plans as required by certificates, permits, approvals, and authorizations pursuant to federal and provincial regulatory requirements and legislation

Schedule development and finalization

Supporting engagement with Indigenous nations during the development of required regulatory approvals, in a manner that respects the Province's existing and valued relationships with the Indigenous nations

Joint identification and management of risks, and finalization of risk allocation

Identification of engagement opportunities within the design development process where stakeholders can provide meaningful feedback

Development of a Target Price for the DBA

In parallel with carrying out the DEWA scope, the Design-Builder will participate as the DBA Proponent in the DBA RFP which sets out a structured negotiation process to enter into the DBA upon acceptance by the Province of a DBA Proposal. Once executed, the DBA will supersede and replace the DEWA at which point the DEWA will be deemed to be terminated.

### 2.6.3 COMMERCIAL TERMS

#### 2.6.3.1 DEWA Term

The term of the DEWA will commence at execution of the DEWA and conclude with execution of the DBA, unless otherwise terminated by the Province in accordance with the DEWA and the DBA RFP (see Section 3.2 below for further information).

#### 2.6.3.2 DEWA Payments

Under the DEWA the Design-Builder will be paid actual costs at the rates submitted under the DEWA RFP. It is anticipated that at the end of each stage in the DEWA, the Design-Builder will submit an updated not-to-exceed price accounting for agreed changes.

The Province will make monthly payments based on actual hours and hourly rates to the Design-Builder as defined in the DEWA. At the end of each DEWA stage, the Province and Design-Builder will determine a not-to exceed budget for the next stage.

#### 2.6.4 INTELLECTUAL PROPERTY

The DEWA will include intellectual property rights in favour of the Province which are required and may, in the discretion of the Province, be exercised in the event that the DEWA is terminated by the Province in accordance with the DEWA and the DBA RFP.

#### 2.6.5 ASSIGNMENT

In addition to the DEWA, the Design-Builder will assign consulting and other agreements and rights relating to the DEWA scope to the Province, with the full benefit of the assignment to be effective in the Province's discretion and upon notice by the Province to provide the Province with rights to the consulting and other agreements, and other rights relating to the DEWA scope, in the event that the DEWA is terminated by the Province in accordance with the DEWA and the DBA RFP.

### 2.7 Design Build Agreement

#### 2.7.1 DBA OVERVIEW

In accordance with the DBA RFP, the DBA Proponent and the Province will collaborate with the aim to achieve acceptance by the Province of a DBA Proposal for the Project. Once the DBA Proposal is accepted by the Province, the Province and Design-Builder will enter into the DBA.

#### 2.7.2 DBA SCOPE

The following sections describe the Design-Builder's responsibilities under the DBA.

##### 2.7.2.1 Design and Construction

The Design-Builder will be responsible for all aspects of design and construction in accordance with the requirements and specifications set out in the DBA.

A summary of significant components of the anticipated design and construction scope is set out in Table 4. This should not be considered an exhaustive list.

**TABLE 4 – ANTICIPATED DESIGN AND CONSTRUCTION SCOPE**

Anticipated Design and Construction Scope
Design and construction of the Project.
Site preparation.
Permitting, approvals and authorizations, including those required pursuant to applicable federal and provincial regulatory requirements and legislation.
Traffic management during construction, including maintenance of all pedestrian and vehicular access along the alignment.
Coordination with marine users, municipal governments and regional authorities, and stakeholders.
Coordination with the Province’s contractors carrying out advance works, concurrent works and routine winter maintenance.
Protection and relocation of utilities required within the alignment.
Operations and maintenance of designated infrastructure to specified standards during construction period (including pavement, structures, drainage, etc.).
Meet quality, health and safety, communications, environmental, and archaeological requirements.
Support the Province with proactive communications and engagement activities to inform the public and stakeholders about the values, progress and benefit of the Project.
Support the Province with engagement and consultation with Indigenous nations to inform plans to manage and potentially mitigate Project impacts.
Engagement and consultation with key stakeholders to inform plans to manage and potentially mitigate Project impacts.

**2.7.2.2 Operations and Maintenance of Existing Assets during Construction**

The Province anticipates that the Design-Builder will be responsible for maintenance of the roads within the Project lands, excluding routine winter maintenance, until substantial completion.

The scope of the work for operations and maintenance of existing assets during construction includes all services associated with the management, planning and delivery of operations and maintenance to ensure compliance with the performance measures and standards set out in the DBA.

### 2.7.2.3 Communications and Engagement with Interested Parties and the Public

The Province will lead all communications and engagement activities with support from the Design-Builder. The Design-Builder will work collaboratively with the Province to proactively inform the public and stakeholders about the value, benefits and progress of the project, as well as consult with the public and stakeholders to obtain feedback that informs design and activities. The Design-Builder's anticipated responsibilities include:

- a) Supporting the Province by providing information on construction impacts and traffic management;
- b) Providing information and materials to the Province to support the successful implementation of communication and engagement activities;
- c) Attending community events and meetings as requested by the Province; and
- d) Providing information to the Province for the purposes of the Project webpages and other forms of online content, including social media.

### 2.7.2.4 Indigenous Relations

The Province is responsible for and will continue to maintain relationships with Indigenous nations, recognizing that Indigenous nations have a significant role in government regulatory processes environmental assessment, permits and other authorizations. The Province will lead most engagement with support from the Design-Builder.

The Design-Builder should anticipate that Indigenous engagement requirements will include obligations to engage and collaborate with Indigenous nations in a manner that aligns with the Province's commitment to reconciliation including:

- a) Provision of education and cultural awareness training for leadership and supervisors, as well as on-site staff;
- b) Consideration and implementation of feedback received from Indigenous nations regarding Project design; and

- c) Identification of training, employment, and contract opportunities for Indigenous nations.

#### 2.7.2.5 Environmental and Regulatory

In addition to an EAC, a number of regulatory approvals will be required prior to proceeding with construction, including but not limited to *Fisheries Act* authorization, *Water Sustainability Act* change-in-or-about-a-stream approval, *Canadian Navigable Waters Act* approval, and a *Heritage Conservation Act* site alteration permit.

The Province will lead regulatory process coordination with applicable regulatory agencies with support from the Design-Builder. The Design-Builder will work collaboratively with the Province to prepare applications for required approvals and support the Province to respond to feedback provided by regulatory agencies and Indigenous nations during review processes. Following receipt of necessary regulatory approvals facilitated by the Province the Design-Builder's anticipated responsibilities include:

- a) Preparing applications for required permits and approvals based on the design developed during the DEWA phase;
- b) Supporting regulatory reviews and engagement activities with applicable regulatory agencies and participate in meetings with applicable regulatory agencies as requested by the Province;
- c) Providing information to the Province on Project components, activities, and impacts and environmental management in support of regulatory process management; and
- d) Development of required environmental and regulatory management plans, implementation of environmental mitigation measures, and complying with and demonstrating compliance with conditions of all required environmental and regulatory approvals.

#### 2.7.2.6 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 DEWA RFP. Such third parties may include Canadian National Railway, the Province's maintenance contractor(s) and those carrying out advance and concurrent works, local governments including the cities of Richmond and Delta, the Metro Vancouver Regional District, commercial businesses, and utilities such as BC Hydro.

The DBA will include requirements for the Design-Builder to coordinate its activities with other parties performing other work on or near the construction site.

#### 2.7.2.7 Environmental, Social, Governance (“ESG”) Objectives

The Province has identified labour objectives for achieving ESG priorities in the delivery of public sector infrastructure projects. ESG objectives ensure that provincial infrastructure projects are delivered in a way that provides both the best outcome for the Project and long-lasting benefits for British Columbians and their communities. Targets relating to ESG labour objectives for the Project are anticipated to be set out in the DBA. These objectives are intended to provide for good wages, increased opportunities for apprenticeships and training, maximized participation of groups traditionally under-represented in the construction sector, and greater employment prospects for local residents. The DBA is also anticipated to include reporting and performance measurement requirements for the Design-Builder to demonstrate progress towards achieving identified ESG labour objective targets in the delivery of the Project.

#### 2.7.2.8 Project Labour

The Province, with the Construction Labour Relations Association of BC, intends to negotiate a Project Labour Agreement (“PLA”) for the Project. The PLA will set out employment terms and conditions for the supply of workers to be utilized by the Design-Builder and its contractors and subcontractors. The Province anticipates that the PLA will be available prior to issuing the DBA RFP.

#### 2.7.2.9 Gender-Based Analysis Plus (“GBA+”)

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

#### 2.7.2.10 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 a commitment by the Design-Builder to develop and implement appropriate policies and training. Approval of suitable policies and a training plan will be a requirement of the DBA and a pre-requisite for construction to commence.

### 2.7.3 COMMERCIAL TERMS

Except where activities and requirements differ as between the DEWA and the DBA, the commercial terms of the DEWA and DBA will be consistent. Key commercial terms specific to the DBA are summarized in this section.

#### 2.7.3.1 DBA Term

The term of the DBA will commence at execution of the DBA and cover the design and construction period through to completion of testing and commissioning of the New Tunnel and decommissioning of the Existing Tunnel, subject to any warranty obligations.

#### 2.7.3.2 Target Price

The DBA features a target price approach to compensation. The Target Price is subject to adjustment in accordance with the DBA.

During construction of the Project, as costs are incurred by the Design-Builder, the Province will reimburse the Design-Builder an amount based on the Allowed Costs and Disallowed Costs plus a portion of the Fixed Fee, less applicable holdbacks and subject to Gainshare/Painshare as described below:

**Allowed Costs/ Disallowed Costs:** Items comprising Allowed Costs and Disallowed Costs will be provided to the DEWA Proponents in the draft DBA. It is anticipated that Allowed Costs will be comprised of direct Project costs and Project-specific overhead incurred by the Design-Builder, and that Disallowed Costs will include the Design-Builder's profit and non-Project specific overheads as well as all costs not defined as Allowed Costs.

**Target Cost** – The Target Cost means the target set in the Design-Build Agreement for the total amount of Allowed Costs to be incurred by the Design-Builder to complete the Project work.

**Fixed Fee** – Fixed Fee means an amount obtained by multiplying the Target Cost by the Fixed Fee Percentage proposed by the DEWA Proponents as part of the DEWA RFP, which shall include the Design-Builder's profit, non-Project-specific overheads, and Disallowed Costs.

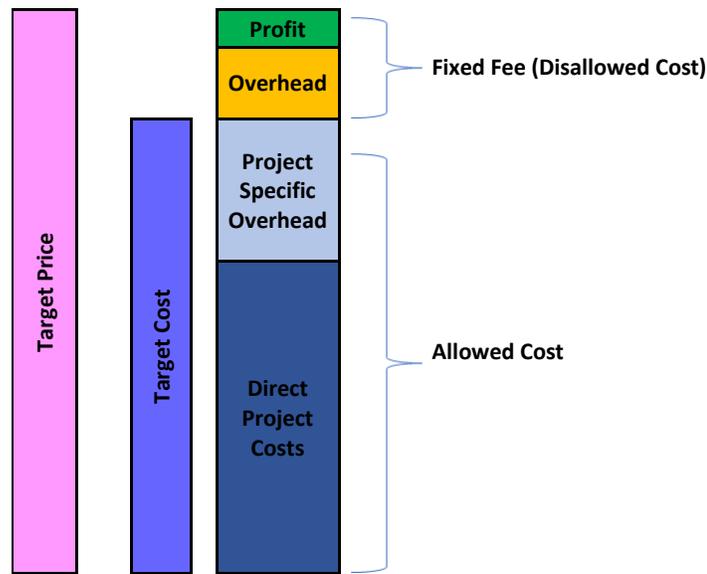
**Target Price** - The Target Price means the Target Cost plus the Fixed Fee.

**Gainshare/Painshare** – Gainshare means a payment by the Province to the Design-Builder if the total Allowed Costs incurred by the Design-Builder to complete the Project work are less

than the Target Cost. Painshare means a payment by the Design-Builder to the Province if the Allowed Costs incurred by the Design-Builder to complete the Project are more than the Target Cost (refer to Section 2.7.3.4 below for more information).

The relationship between these components is shown in Figure 3 below.

**FIGURE 3 – TARGET PRICE**



### 2.7.3.3 DBA Payments

Payment under the DBA is anticipated to be based on applications for payment by the Design-Builder for Allowed Costs incurred and a corresponding portion of the Fixed Fee. Payment applications will be verified against progress and subject to review under an open-book process to substantiate that all costs are properly incurred and eligible for reimbursement.

The Province may also validate payment through the services of a financial auditor and independent engineer or other project controls. Timing of payment for specific materials and equipment is to be determined as to whether it will be based on when these are ordered, invoiced, delivered, or installed.

#### 2.7.3.4 Gainshare/Painshare Mechanism

- a) Calculation of Gainshare – If, at the completion of the Project, the aggregate amount of all Allowed Costs incurred is less than the Target Cost, the Province will pay the Design-Builder 50% of the difference between the Target Cost and total Allowed Costs incurred.
- b) Calculation of Painshare – If, at the completion of the Project or any time prior to the completion of the Project, the Allowed Costs incurred exceed the Target Cost, the Design-Builder will pay the Province a Painshare payment valued at 50% of the difference between the total Allowed Costs incurred and the Target Cost. The Painshare as well as any performance incentive payments and liquidated damages are capped at 100% of the Fixed Fee.

#### 2.7.3.5 Performance Mechanism

A performance mechanism will be included in the DBA, which is anticipated to include a non-compliance events points regime applicable to non-compliant performance of contract requirements, as well as liquidated damages associated with missed project completion milestones.

#### 2.7.3.6 Performance Security

It is anticipated that the Design-Builder will be required to provide performance security to a specified minimum amount. Performance security requirements will be set out in the DBA RFP and may include performance and labour and material payment bonds, parental company guarantees, and irrevocable demand letters of credit or combinations thereof.

#### 2.7.3.7 Warranty

The Province anticipates requiring the Design-Builder to provide a two-year warranty, plus specified extended warranties where available.

### 2.8 Work by the Province

A package of advance works has been approved to mitigate the risk of certain key elements of the Project and to support the overall Project schedule. The advance works by the Province include preparation of the application to the BC Environmental Assessment Office, property acquisition, project site investigations, and public and stakeholder engagement. The status of each workstream is presented below.

## 2.8.1 ENVIRONMENTAL REQUIREMENTS

The Province is engaged in the environmental assessment process, the result of which will define the obligations of the Design-Builder and the Province. Obligations pertaining to the EAC and applicable regulatory approvals (e.g., *Water Sustainability Act*, *Agricultural Land Commission Act*) are anticipated to be provided in the DEWA RFP.

To support the environmental assessment process the Province is completing 38 environmental and socio-economic discipline studies to characterize existing conditions for environmental and socio-economic values surrounding the Project. These studies commenced in 2022 and are expected to be substantially complete in summer 2023. The discipline study reports will be provided to DEWA Proponents during the DEWA RFP phase.

## 2.8.2 PROPERTY ACQUISITION

It is anticipated that the Province will acquire the land rights necessary to accommodate the Project reference design to the extent that such land rights are not currently owned by or on behalf of the Province. The Project reference design and Project footprint are available in the RFQ Data Room, and the DEWA and DBA RFPs will outline any limitations or target access dates for properties not secured at that time. The Province does not anticipate acquiring additional lands beyond those shown in the Project footprint.

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

## 2.8.3 UTILITIES

The Province has initiated discussions with BC Hydro, Metro Vancouver, and other municipal and utilities owners to identify potentially impacted utility assets and define the requirements for their relocation and accommodation where applicable. BC Hydro has begun to identify options and technical requirements to relocate its existing transmission line within the Existing Tunnel. Some other utility relocations and site investigation works are being planned for completion prior to commencement of the Project construction phase. Utility conflicts not relocated as advance works will form part of the Design-Builder's scope of work.

## 2.8.4 SITE INVESTIGATIONS

The Province has undertaken geotechnical investigations in and on either side of the Fraser River. This has included boreholes, standard cone penetrating tests, and laboratory testing. The Province has also undertaken a test dredge program to collect data related to underwater

slope stability and rate of infill. The test dredge was performed at the same depth as the New Tunnel. Navigation simulations are also underway to assist with understanding the staging of in-river works and management of marine traffic during construction of the Project. In addition, a hydrotechnical data collection program is ongoing.

Information gathered by the Province during these site investigations will be made available to the DEWA Proponents during the DEWA RFP phase.

### 2.8.5 ARCHAEOLOGICAL

An Archaeological Overview Assessment (“AOA”), comprised of a desktop review and preliminary field reconnaissance AOA, was completed in 2022 and was based on the results of the background review and a preliminary field reconnaissance completed for the previous iteration of the Project. The AOA identified 15 discrete Area of Potential (“AOP”) within the Project area due to their proximity to known archaeological site locations, Indigenous place names, and environmental features and landforms that tend to correlate with archaeological site locations. The AOA also identified one registered heritage site within the Project footprint along the southeastern shoreline of Deas Island.

Following the AOA, the Province acquired a *Heritage Conservation Act* Inspection Permit and completed an Archaeology Impact Assessment (AIA), consisting of a series of field investigations starting in late 2022. Fieldwork is now complete with results anticipated in Summer 2023. Based on results of the AIA, the Province anticipates identifying additional permitting requirements under the *Heritage Conservation Act*. The discovery of a chance-find or archaeological deposits during construction monitoring may result in additional heritage resource management requirements.

The AOA will be available in the RFQ Data Room and the AIA will be provided to the DEWA Proponents during the DEWA RFP phase.

### 2.8.6 ENGAGEMENT WITH INDIGENOUS NATIONS

Since Project announcement in August 2021, Indigenous engagement has focused on developing a shared understanding and processes for communications, information-sharing, and the environmental assessment regulatory review process. The Province has also engaged Indigenous nations regarding Indigenous knowledge; Indigenous nations’ decision-making processes; and frameworks, consent procedures, capacity support, and other topics to support productive and respectful working relationships. The following Indigenous nations, listed alphabetically, are currently engaged on the Project:

- ▶ qíćəý (Katzie First Nation);
- ▶ Kwantlen First Nation;
- ▶ kwíkʷəłəm (Kwikwetlem) First Nation;
- ▶ Leq'á:mel First Nation;
- ▶ Matsqui First Nation;
- ▶ xʷməθkʷəyəm (Musqueam Indian Band);
- ▶ People of the River Referrals Office on behalf of the S'ólh Temexw Stewardship Alliance;
- ▶ Quw'utsun Nation (Cowichan Tribes, Halalt First Nation, Lyackson First Nation, Spune'luxuth (Penelakut Tribe) and Stz'uminus First Nation);
- ▶ Semiahmoo First Nation;
- ▶ Snuneymuxw First Nation;
- ▶ Sq'éwqel (Seabird Island First Nation);
- ▶ Ts'uubaa-asatx;
- ▶ WJOŁŁP (Tsartlip First Nation);
- ▶ SᐗÁUTᐓ (Tsawout First Nation);
- ▶ scəwaθən məsteyəxʷ (Tsawwassen First Nation);
- ▶ Tseycum First Nation;
- ▶ səlilwətał (Tseil-Waututh Nation);
- ▶ Pauquachin First Nation;
- ▶ Popkum First Nation;
- ▶ Shxw'ow'hamel First Nation; and
- ▶ Sk̓w̓x̓wú7mesh Úxwumixw (Squamish Nation).

## 3 Competitive Selection Process and Development Phase

This section describes the process the Province expects to implement in selecting the DEWA Proponents, the DBA Proponent, and the Design-Builder. The anticipated Competitive Selection Process includes the RFQ and DEWA RFP phases. The anticipated Development Phase includes the DEWA scope and the DBA RFP phase.

### 3.1 Competitive Selection Process

#### 3.1.1 RFQ PHASE

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

#### 3.1.2 DEWA RFP PHASE

The DEWA RFP will invite each DEWA Proponent to prepare and submit a DEWA Proposal in accordance with the terms of the DEWA RFP, which includes a commitment to subsequently enter into the DBA.

The draft DEWA will be included with the DEWA RFP and will set out the rights and obligations of the parties in respect of the Development Phase. The definitive DEWA, incorporating revisions and amendments to the draft DEWA, will be the basis upon which DEWA Proposals will be prepared in response to the DEWA RFP.

The DEWA RFP will proceed as follows:

1. It is anticipated that the DEWA Proponents will each be required to prepare an interim submittal early in the process to nominate the following Key Individuals for acceptance by the Province:
  - a) Design-Build Director;
  - b) Design Director; and

- c) Construction Director.
2. It is anticipated that the DEWA Proponents will each be required to prepare a DEWA Proposal that will include:
  - a) a critique of the Province's reference design including a constructability review;
  - b) a plan detailing the DEWA Proponent's project approach and process, including consideration for stakeholder engagement, Indigenous relations, and environmental and regulatory matters;
  - c) a description of the DEWA Proponent's approach towards collaboration and open book estimation;
  - d) a description of the DEWA Proponent's plans for implementation of the design;
  - e) pricing for the DEWA scope; and
  - f) a Fixed Fee Percentage for the DBA Target Price.
3. A Preferred Proponent with whom the Province may enter into the DEWA will be selected based on the evaluation of the DEWA Proposals and DEWA RFP behavioural assessments.
4. Following execution of the DEWA, the Design-Builder will undertake the DEWA scope in collaboration with the Province and in accordance with the DEWA.

Further detail will be provided during the DEWA RFP phase and in the draft DEWA.

#### 3.1.2.1 Consultative Process

The Province intends to include, in the DEWA RFP phase, consultations with DEWA Proponents relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the DEWA RFP.

These processes are anticipated to involve each of the DEWA Proponents and other relevant parties and may include exchanges of information, discussions, clarification of issues and review of documents and specifications through workshops and topic meetings. These processes will also provide for the submission and consideration of comments on, and

proposed amendments to, the draft DEWA and the draft DBA leading to the development of the definitive DEWA and the definitive DBA.

### 3.1.2.2 Indigenous Nations Business to Business Networking Event

During the DEWA RFP phase, the Province intends to coordinate a session with DEWA Proponents and Indigenous nations and their associated businesses to provide an opportunity for:

- a) those businesses who might be interested in working with, or providing products and services to, the Design-Builder to meet with the DEWA Proponents;
- b) DEWA Proponents to enhance their knowledge, understanding, and awareness of goods and services; and
- c) DEWA Proponents to build relationships with Indigenous nations and their associated businesses.

The Province recommends interested parties engage with the identified Indigenous nations in advance of the Indigenous nations Business to Business networking event.

### 3.1.2.3 Business to Business Networking Event

During the DEWA RFP phase, the Province intends to coordinate a session with DEWA Proponents and local contractors, suppliers, and businesses to provide an opportunity for:

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

## 3.2 Development Phase

It is anticipated that the Development Phase will include the DEWA scope as described in Section 2.6 and the DBA RFP as described below.

### 3.2.1 DBA RFP

While the Design-Builder is developing the Project in accordance with the DEWA, on a parallel track, the DBA Proponent will participate in collaborative meetings with the Province

to discuss and reach agreement on the commercial terms of the DBA, in accordance with the DBA RFP.

Throughout the DBA, RFP it is anticipated that the DBA Proponent will submit to the Province interim submittals that are expected to coincide with the stages under the DEWA and will incorporate, by reference, the technical documentation provided under the DEWA together with any adjustments or additional submissions as required by the DBA RFP. Prior to each interim submission time for technical submissions, the Province may issue one or more revised drafts of the DBA, including what will be identified as the definitive DBA.

The DBA RFP accommodates one or more DBA Proposals, if required, for the Province and the DBA Proponent to finalize the DBA. The Province anticipates that each DBA Proposal will include a technical submission and a financial submission.

Evaluation(s) of technical submission(s) are expected to confirm the following:

- a) the DBA Proposal substantially meets the provisions of the DBA RFP and the definitive DBA;
- b) anticipated design and construction schedules satisfy the requirements set out in the DBA RFP and definitive DBAs; and
- c) details of the management plans for construction satisfy the requirements set out in the DBA RFP and definitive DBA.

Evaluation(s) of financial submission(s) is expected to:

- a) confirm the DBA Proposal substantially meets the provisions of the DBA RFP, including the requirements set out in the definitive DBA;
- b) assess the Target Price relative to the affordability reference and whether it represents value for public money; and
- c) confirm the DBA Proponent has demonstrated financial capacity and sufficient insurance coverage and bonding capability will be in place for the Project.

Without limiting the Province's right to terminate the DEWA and the DBA RFP at any time, if the DBA Proposal is unacceptable to the Province, the Province may, in its discretion, elect to:

- a) continue with the collaborative process and allow an additional DBA Proposal; or

- b) if the Province considers that reaching agreement on the DBA is not likely to be achieved on terms acceptable to the Province, to cancel the DBA RFP.

If the DBA RFP is cancelled, then, in accordance with the DEWA and the assignment of rights executed concurrently with the DEWA, the Province may in its discretion exercise its rights in respect of the intellectual property and take ownership of the design and other work under the DEWA, and may give notice to obtain the benefits of the consulting and other agreements and rights in relation to the design and other work under the DEWA.

Further detail will be provided in the DEWA RFP.

### 3.2.1.1 Collaborative Processes

The Province intends to include, in the DBA RFP phase, collaborative meetings with the DBA Proponent relating to technical and commercial matters in accordance with the terms of the DBA RFP.

These processes are anticipated to involve the DBA Proponent and other relevant parties, and may include exchanges of information, discussions, clarification of issues and review of documents and specifications through workshops and topic meetings. If an agreement cannot be reached following the first DBA Proposal, the Province and the DBA Proponent may continue working collaboratively to reach a solution, including holding additional collaborative meetings as necessary.

### 3.3 Compensation for Participation

The Province will not pay any compensation in relation to the Competitive Selection Process or development of a DBA Proposal in response to the DBA RFP. The Design-Builder will be compensated by the Province for performance of the DEWA scope during the Development Phase pursuant to the DEWA.

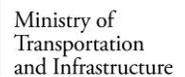
### 3.4 Timeline

The current anticipated timeline for the Competitive Selection Process and Development Phase milestones is set out in 5 below.

**TABLE 5 – ANTICIPATED TIMELINE**

Activity	Timeline
RFQ issue date	June 14, 2023

Activity	Timeline
Introductory Project Meeting	June 27, 2023
RFQ Submission Time	September 14, 2023
Announce Shortlisted Respondents	October 18, 2023
Issue DEWA RFP, draft DEWA, draft DBA RFP, and draft DBA to DEWA Proponents	October 18, 2023
DEWA Proposals deadline	January 2024
Announce Preferred Proponent	February 2024
Execute DEWA	Spring 2024
Issue DBA RFP	Spring 2024
DBA Proposal Deadline	Fall 2025
Execute DBA	Fall 2025
Tunnel In-Service	2030



## 4 Submission and Process Instructions

### 4.1 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.

### 4.2 Language of Responses and Enquiries

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

### 4.3 Response Form and Content

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

The content of the Response should include information in respect of each of the matters to be considered and addressed, as described in the content requirements column of Table 8 of Appendix A, that is sufficiently comprehensive and responsive to enable the Province to apply the Evaluation Criteria.

### 4.4 Receipt of 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.

### 4.5 Receipt Confirmation Form

Other than Addenda, which will be posted to BC Bid, any further information relating to this RFQ and access to the RFQ Data Room 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.

### 4.6 Communications and Enquiries

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

All communications and enquiries regarding any aspect of this RFQ, including any Request for Information (“RFI”), should be directed to the Contact Person by email and clearly marked

“Fraser River Tunnel Project RFQ Enquiry.” Respondents are encouraged to submit RFIs using the Request for Information Form (Appendix F).

The following will apply to any RFI:

- a) any Response to Respondents (“RTR”) will be in writing;
- b) RFIs to, and responses from, the Contact Person will be recorded;
- c) a Respondent may request that a response to an RFI be kept confidential if the Respondent considers the RFI to be commercially sensitive and clearly marks the RFI as “Commercial in Confidence”. If the Province decides that such an RFI should be distributed to all Respondents, then the Province will permit the enquirer to withdraw the RFI rather than receive a response;
- d) notwithstanding Section 4.6 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 its response confidential if in the judgment of the Province it is fair or appropriate to do so; and
- e) the Province is not required to provide a response to any RFI.

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

#### **4.7 No Communication with Media or the Public**

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

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

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

#### **4.8 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.

#### **4.9 Addenda to the 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.

#### **4.10 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.

## 5 Evaluation

### 5.1 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.

### 5.2 Evaluation Criteria

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

### 5.3 Evaluation and Competitive Selection Process

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

- a) conduct reference, credit, or other checks with any or all of the references and other sources cited in a Response;
- b) in confidence, obtain and rely upon technical, financial, legal, and other input, advice and direction from government and private sector advisors and consultants provided in carrying out any Response evaluations and related activities, enquiries, reviews, and checks;
- c) independently verify any information regarding a Respondent or Respondent Team Member, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, or agents, whether or not contained in any Response;
- d) conduct any background investigations it considers necessary or desirable during 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;

- 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 5.3 (a) to (e) or otherwise obtained from any other source the Province at its discretion considers appropriate; and
- g) 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:

- h) the Province considers the Response is incomplete;
- i) after reviewing the information submitted in the Response relating to the requirements set out in Table 8 of Appendix A, the Province considers that the information submitted is insufficient to demonstrate to the satisfaction of the Province, that the Respondent and each Respondent Team Member has the financial capacity to fulfill its obligations in respect of the Project; or
- j) 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.

#### **5.4 Interviews/Presentations**

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

#### **5.5 Debriefing**

The Province may, at its discretion and upon written request, conduct a debriefing for any Respondent if the debriefing is requested within 30 days after the announcement of the

shortlisted Respondents. The debriefing may include discussing the strengths and weaknesses, score, and ranking of that Respondent's Response. The Province will not disclose or discuss any confidential information of another Respondent.



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## 6 Other Provisions

### 6.1 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.

### 6.2 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.

### 6.3 Confidentiality of Province Information

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.

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

### 6.4 Cost of Preparing the Response

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

## 6.5 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 that Response, including any more complete, supplementary, and additional information or documentation received from the Respondent; 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 (“COI Adjudicator”) or any of their respective elected officials, directors, officers, employees,



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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, RFQ Data Room, the Restricted Parties list (as described in Section 6.12.2 of this RFQ), any identification of or failure to identify (in a timely manner or at all) any person as a Restricted Party, any ruling or advice of or failure to provide a ruling or advice (in a timely manner or at all) of the COI Adjudicator, any RFI, response to enquiries or RTR or failure to provide any response to enquiries or RTR (in a timely manner or at all), this RFQ including any of the matters described in Section 5.3 and this Section 6.5 of this RFQ, the Competitive Selection Process or any departure (fundamental or otherwise) from the provisions of this RFQ or the Competitive Selection Process.

## **6.6 Ownership of Responses**

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.

## **6.7 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 names of the DEWA 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.

## **6.8 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.

## **6.9 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, the City of Delta, 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.

## **6.10 Changes**

### **6.10.1 CHANGES TO RESPONDENTS AND RESPONDENT TEAMS**

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

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

Respondent will provide such further information and documentation as the Province may request.

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

#### 6.10.2 CHANGES TO PROPONENTS AND PROPONENT TEAMS

The DEWA RFP will include a process consistent with that set out in Section 6.10.1 of this RFQ requiring that changes to a DEWA Proponent or any of the members of its team in connection with the DEWA Proposal (which team will be defined in the DEWA 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.

#### 6.11 Relationship Disclosure and Review Process

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

Each Respondent is to fully disclose all relationships that it or any of its Respondent Team Members may have with the Province, or any subsidiary agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, 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 subsidiary 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 COI Adjudicator may, in their discretion, consider actual, potential or perceived conflicts of interest and unfair advantage.

A description of the relationship review process is posted in the RFQ Data Room.

## **6.12 Relationships**

### **6.12.1 USE OR INCLUSION OF RESTRICTED PARTIES**

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

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

Each Respondent is responsible to ensure that, in connection with the Respondent's participation in the Competitive Selection Process, neither it nor any of its Respondent Team Members nor any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with any of them is or includes or uses, consults or seeks advice, directly or indirectly, from any Restricted Party except as permitted by this Section 6.12

#### 6.12.2 RESTRICTED PARTIES

At this RFQ stage, and without limiting the definition of Restricted Parties, the Province has identified the following persons as Restricted Parties:

- ▶ 112d7801 B.C. Ltd
- ▶ AMTG Consulting Ltd.
- ▶ Anthony Steadman and Associates Inc.
- ▶ BASIS Engineering Ltd.
- ▶ Bennett Jones LLP
- ▶ Boughton Law Corporation
- ▶ Charter Project Delivery Inc.
- ▶ Clark Wilson LLP
- ▶ COWI North America Ltd.
- ▶ DM Fourchalk Property Consultants Inc.
- ▶ EcoFish Research Ltd.
- ▶ Farris LLP
- ▶ Gilmour Infrastructure Consulting
- ▶ Jasco Applied Services Ltd.
- ▶ Kirk & Co Environmental Services
- ▶ Klohn Crippen Berger Ltd.

- ▶ KPMG LLP
- ▶ Lucent Quay Consulting Inc.
- ▶ McTavish Resource Management Consultants Ltd.
- ▶ Michael Mooney Consulting LLC
- ▶ Mike Furey Consulting
- ▶ Miller Thomson LLP
- ▶ MP2 Enterprises Inc.
- ▶ Northwest Hydraulic Consultants Ltd.
- ▶ One-Eighty Consulting Group Inc.
- ▶ PBX Engineering Ltd.
- ▶ RAM Engineering Ltd.
- ▶ R.F. Binnie Associates Ltd.
- ▶ Steer Group Ltd.
- ▶ Stratice Consulting Inc.
- ▶ Turner & Townsend Canada Inc.
- ▶ Typlan Consulting Ltd.
- ▶ Westmar Advisors Inc.
- ▶ WMG Construction Management Services
- ▶ WSP Canada Inc., (previously Golder Associates Ltd.)
- ▶ The Province, TI Corp, BCTFA, and Infrastructure BC, including their former and current employees who fall within the definition of Restricted Party.

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

### 6.12.3 SHARED USE

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

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

### 6.12.4 CONFLICT OF INTEREST ADJUDICATOR

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

The COI Adjudicator and the Province may make decisions or exercise rights under this Section 6.12 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 6.12 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.

#### 6.12.4.1 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 6.12.4.1.

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 6.2 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.

#### 6.12.4.2 The Province May Request Advance Rulings

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

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 6.12.4.1.

#### 6.12.4.3 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.

#### 6.12.5 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, 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.

#### 6.12.5.1 Exclusivity – The Province May Request Advance Rulings

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

The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 6.12.4.1 of this RFQ.

#### 6.12.6 Exclusivity – Decisions Final and Binding

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

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

### 6.13 Legal Counsel

Bennett Jones LLP is a Restricted Party. By submitting a Response, the Respondent and the Respondent on behalf of each Respondent Team Member expressly consents to Bennett Jones LLP continuing to represent the Province for all matters in relation to this RFQ and the Project, including any matter that is adverse to the Respondent, despite any information of the Respondent or any Respondent Team Member and any solicitor-client relationship that the Respondent may have had, or may have, with Bennett Jones LLP in relation to matters other than this RFQ and the Project. This Section is not intended to waive any of the Respondent's rights of confidentiality or solicitor-client privilege.

## 6.14 Fairness Reviewer

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

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.

## 6.15 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), the Project Website, the RFQ Data Room, or in any other background or reference information or documents made available to Respondents pursuant to or in connection with this RFQ.

Responses are to be prepared and submitted solely based on information independently obtained and verified by each Respondent, and on the basis of the Respondent's independent investigations, examinations, knowledge, analysis, interpretation, information, and judgment, rather than in reliance on information provided in, pursuant to or in connection with this RFQ or on the Respondent's analysis or interpretation of any such information.

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

## 7 Definitions and Interpretation

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

**“Addenda”** or **“Addendum”** means each amendment to this RFQ issued by the Contact Person as described in Section 4.9.

**“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.

**“Allowed Costs”** has the meaning set out in Section 2.7.3.2.

**“Archaeological Impact Assessment”** or **“AIA”** means permitted field investigations to locate, record, and evaluate archaeological sites and provide management recommendations following the Archaeological Impact Assessment Guidelines published by the Archaeology Branch.

**“Archaeological Overview Assessment”** or **“AOA”** means a non-permitted desktop assessment to identify and assess the potential of an area for as-yet unrecorded archaeological sites and to provide recommendations for further archaeological studies. Guidelines for AOAs can be found in the Archaeological Impact Assessment Guidelines published by the Archaeology Branch.

“**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 Design-Builder and DBA Proponent through this RFQ and the DEWA RFP.

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

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

“**Conflict of Interest Adjudicator**” or “**COI Adjudicator**” means the Conflict of Interest Adjudicator described in Section 6.12.4.

“**Construction Labour Relations Association of BC**” means the party to the Project Labour Agreement as described in Section 2.7.2.8

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

“**Design-Build Agreement**” or “**DBA**” has the meaning set out in Section 2.7.

“**DBA Proponent**” means the entity that has been invited to participate in the DBA RFP after the conclusion of the Competitive Selection Process.

“**DBA Proposal**” means a proposal submitted in response to the DBA RFP.

“**DBA RFP**” has the meaning set out in Section 3.2.1.

“**Design-Build Agreement**” or “**DBA**” has the meaning set out in Section 2.7.

**“Design-Builder”** means the entity or entities that enter into the DEWA and Design-Build Agreement for the delivery of the Project and have ultimate responsibility for acting as the prime contractor and for meeting the obligations of the DEWA and DBA.

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

**“Design-Build Contractor Guarantor”** means an entity providing financial and / or performance support to a Design-Build Contractor by way of a guarantee or a commitment to support the participation by a Design-Build Contractor in the Competitive Selection Process, Development Phase, and the Project, as described in the Respondent’s response and as may be changed pursuant to this RFQ

**“Design Early Works Agreement”** or **“DEWA”** has the meaning set out in Section 2.6.

**“Design Firm”** means the entity or entities exclusive to one Respondent Team identified by a Respondent in its Response to have responsibility for carrying out the design of the Project, as may be changed pursuant to this RFQ.

**“Development Phase”** has the meaning set out in Section 3.2.

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

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

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

**“DEWA RFP”** has the meaning set out in Section 3.1.2.

**“Disallowed Costs”** has the meaning set out in Section 2.7.3.2.

**“Environmental Assessment Certificate”** or **“EAC”** has the meaning set out in Section 2.2.

**“Environmental, Social, Governance”** or **“ESG”** has the meaning set out in Section 2.7.2.7.

**“Existing Tunnel”** means the existing George Massey Tunnel.

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

“**Fairness Reviewer**” means the Fairness Reviewer described in Section 6.14 of this RFQ.

“**Fixed Fee**” has the meaning set out in Section 2.7.3.2.

“**Fixed Fee Percentage**” means a percentage proposed by the DEWA Proponents as part of the DEWA RFP, which will be used to calculate the Fixed Fee as set out in Section 2.7.3.2.

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

“**Gainshare**” has the meaning set out in Section 2.7.3.2.

“**Gender-Based Analysis Plus**” or “**GBA+**” has the meaning described in Section 2.7.2.9.

“**Highway 99 Tunnel Program**” has the meaning set out in Section 2.2.

“**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 DEWA Proponent identified by a DEWA Proponent to hold a Key Position in the event that the DEWA Proponent becomes the Design-Builder. A Key Individual may be an employee, subcontractor or consultant of a DEWA Proponent or the Design-Builder, except the Design-Build Director, who must be an employee of, or independent contractor directly engaged by, the Design-Builder.

“**Key Position**” means each of the following positions:

- (a) Design-Build Director;
- (b) Design Director; and
- (c) Construction Director.

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

**“New Tunnel”** has the meaning set out in Section 2.2.

**“Painshare”** has the meaning set out in Section 2.7.3.2.

**“Preferred Proponent”** means the DEWA Proponent, if any, selected by the Province as part of the Competitive Selection Process to enter into the DEWA.

**“Progressive Design-Build with Target Price”** has the meaning set out in Section 2.5.

**“Project” or “Fraser River Tunnel 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 as described in Section 6.1 of Table 8 in Appendix A.

**“Project Labour Agreement” or “PLA”** means the labour agreement signed between the Construction Labour Relations Association of BC and those unions signatory thereto, as amended, supplemented or replaced from time to time.

**“Project Website”** means the publicly available website established by the Province for the Project, as described in Section 2.4.

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

**“Qualifying Bank”** means any of the following, provided it is not a Restricted Person, and provided none of its Affiliated Persons is a Restricted Person for any reason other than by reason of paragraph (d) of the definition of Restricted Person in Section 1.1 [Definitions] of this Schedule:

- a) a bank listed in Schedule I, II or III of the Bank Act (Canada);
- b) a Canadian trust company, insurance company, investment company, pension fund or other institution which, in any such case, manages at least \$500 million in securities, including entities wholly owned by any of the foregoing;
- c) a bank regulated by the Board of Governors of the Federal Reserve System of the United States, U.S. bank, saving and loan institution, insurance company, investment company, employee benefit plan or other institution that, in any such

case, manages at least \$500 million in securities and would be a “qualified institutional buyer” under U.S. securities legislation, including entities wholly owned by any of the foregoing;

- d) an institution which is recognized or permitted under the law of any member state of the European Economic Area (in this definition, the “EEA”) to carry on the business of a credit institution pursuant to Council Directive 2000/12/EC relating to the taking up and pursuit of the business of credit institutions or is otherwise permitted to accept deposits in the United Kingdom or any other EEA member state and which manages at least \$500 million in securities, or has assets of at least \$500 million, including entities wholly owned by any such institution;
- e) an institution which is recognized or permitted under the law of any member state of the Organization for Economic Cooperation and Development (in this definition, the “OECD”) to carry on within the OECD member states the business of a credit institution, insurance company, investment company or pension fund and which manages at least \$500 million in securities, or has assets of at least \$500 million, including entities wholly owned by any such institution; or
- f) any other institution consented to in writing by the Province as a “Qualifying Bank”

**“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 4.6.

**“Request for Information Form”** means the form set out in Appendix F.

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

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

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

**“Respondent”** means:

- 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
- After the Submission Time, any party described in Section 1.3 of this RFQ that has submitted a Response.

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

**“Respondent Team”** means a Respondent’s proposed Design-Build Contractor and Design Firm, 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 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.

**“RFQ Data Room”** has the meaning set out in Section 2.4.

**“Shared Use Persons”** has the meaning set out in Section 6.11.3 and includes those persons, if any, who are specifically named in accordance with that section.

**“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.

**“Target Cost”** has the meaning set out in Section 2.7.3.2.

**“Target Price”** has the meaning set out in Section 2.7.3.2.

**“TI Corp”** means the Transportation Investment Corporation.

## 7.1 Interpretation

In this RFQ, except to the extent the context or the express provisions of this RFQ otherwise require:

- a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Province, including the exercise of “discretion” or words of like effect, is at the sole, absolute and unfettered discretion of the Province;
- b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- d) words, including “they”, “them” and “their”, which may import the plural include the singular and vice versa;
- e) words which may import gender are interpreted as gender neutral;
- f) the word “including” when used in this RFQ is not to be read as limiting;
- g) all dollar values are Canadian dollars unless otherwise indicated;
- h) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union, or government authority;
- i) all time references are to the 24-hour time clock system unless otherwise indicated; and
- j) 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.

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

# APPENDIX A Response Guidelines and Evaluation Criteria

## Part 1. Response Guidelines

### Responses should:

- a) be clearly marked with the words, “**Response to RFQ – Fraser River Tunnel Project**” and addressed to the Submission Location;
- b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A may not be evaluated, at the discretion of the Province;
- c) be limited to 100 double-sided sheets (200 pages), excluding Packages 1, 5, and 6. A Response which exceeds the page limit may not be evaluated, at the discretion of the Province;
- d) be clear and concise;
- e) be printable on 8.5” x 11” paper size with a minimum font size of 11 point, narrow typefaces are to be avoided; and
- f) be submitted as follows:

**TABLE 6 – RESPONSE STRUCTURE**

Package	Contents	Electronic Submission
Package 1	<ul style="list-style-type: none"> <li>a) Transmittal Letter;</li> <li>b) Section 1 of Part 3 in this Appendix A;</li> <li>c) Relationship Disclosure Form (see Appendix D of this RFQ) signed by the Respondent;</li> <li>d) Response Declaration Form (see Appendix E of this RFQ) signed by the Respondent; and</li> <li>e) A table listing all of the individuals and companies named in Packages 1 to 7 of the Response.</li> </ul>	One searchable PDF file on 2 USB flash drives
Package 2	Design-Build Contractor (see Section 2 of Part 3 of this Appendix A)	One searchable PDF file on 2 USB flash drives
Package 3	Design (see Section 3 of Part 3 of this Appendix A)	One searchable PDF file on 2 USB flash drives
Package 4	Indigenous Participation and Apprenticeships, Training and Development (see Section 4 of Part 3 of this Appendix A)	One searchable PDF file on 2 USB flash drives
Package 5	Financial Information (see Section 5 of Part 3 of this Appendix A)	One searchable PDF file on 2 USB flash drives
Package 6	Nominated Projects Information (see Section 6 of Part 3 of this Appendix A)	One searchable PDF file (with the exception of financial statements which may be submitted as separate PDF files) on 2 USB flash drives

## Part 2. Evaluation Criteria

The Province will evaluate Responses by applying the Evaluation Criteria and weighting in Table 7, in accordance with each section of the Response content requirements outlined in Table 8 – of this Appendix A.

**TABLE 7 – EVALUATION CRITERIA AND WEIGHTING**

Section	Evaluation Criteria	Weighting
<b>Section 2 Design-Build Contractor</b>	Strength and relevance of demonstrated experience and capability relating to:  2.1 Project Management Experience (refer to Section 2.1 of Part 3 of this Appendix)  2.2 Construction experience (refer to Section 2.2 of Part 3 of this Appendix)	50 points
<b>Section 3 Design</b>	Strength and relevance of demonstrated experience and capability relating to:  3.1 Design experience (refer to Section 3.1 of Part 3 of this Appendix)	40 points
<b>Section 4 Indigenous Participation and Apprenticeships, Training and Development</b>	Strength and relevance of demonstrated experience and capability relating to:  4.1 Indigenous relationships (refer to Section 4.1 of Part 3 of this Appendix)  4.2 Indigenous contracting opportunities, apprenticeships, training and development (refer to Section 4.2 of Part 3 of this Appendix)  4.3 Workforce diversity in apprenticeships, training, and development (refer to Section 4.3 of Part 3 of this Appendix)	10 points

Section	Evaluation Criteria	Weighting
<b>Section 5 Financial Capacity</b>	Financial Capacity	See Section 5.3 of the RFQ
<b>Total</b>		<b>100 points</b>



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### Part 3. Response Format

Respondents should use the Section numbers and titles provided in Table 8 below in preparing their Responses.

**TABLE 8 – RESPONSE CONTENT REQUIREMENTS**

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



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

Section	Title	Response Content Requirements
2.	<b>Design-Build Contractor</b>	
2.1	<b>Project Management Experience</b>	<p>For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including strength of relevance to the Project, the Design-Build Contractor’s experience and capability with developing and managing projects of similar size and complexity:</p> <ul style="list-style-type: none"> <li>a) assembling and managing multi-disciplinary teams in the successful delivery of large, complex, design-build contracts including logistics, supply-chain, and multiple subcontracts required for movement of materials supply, labour, and equipment;</li> <li>b) working collaboratively with the owner under a Progressive Design-Build, alliance, or other collaborative contract model to meet contractual obligations, including examples with risk management, and meeting schedule and budget;</li> <li>c) working collaboratively with the owner to develop applications and attain environmental and regulatory approvals, produce and maintain comprehensive environmental and regulatory management plans, meet compliance requirements, and implement adaptive management measures to resolve compliance challenges, and if applicable, within a regulatory regime that includes a significant level of Indigenous involvement at all stages including submission reviews and post-permit decision making activities (e.g., management plan review, amendments, reporting); and</li> <li>d) working collaboratively with the owner to plan construction activities and manage risks for delivering heavy civil projects in challenging construction conditions, environmentally sensitive and culturally significant areas, and in busy marine</li> </ul>



Section	Title	Response Content Requirements
		<p>transportation routes (where closures and traffic restrictions will be necessary), for example deep excavations, dredging, decommissioning of and removal of infrastructure in rivers with complex hydraulics, limited seasonal and environmental timing windows, and managing marine traffic including communications with marine users, interaction with port authorities and engagement of marine-users groups.</p>
<p><b>2.2.</b></p>	<p><b>Construction Experience</b></p>	<p>For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including strength of relevance to the Project, the Design-Build Contractor’s experience and capability with the following:</p> <ul style="list-style-type: none"> <li>a) construction of similar infrastructure, including fabrication of significant structural elements for marine works (e.g., immersed tube tunnels, cut-and-cover tunnels, and ramps);</li> <li>b) decommissioning or removal of significant marine structures; and</li> <li>c) construction in environmentally sensitive areas and designated parks, including least-risk timing windows, underwater noise mitigation during construction, turbidity restrictions, accommodation of active fisheries and active shipping areas.</li> </ul>
<p><b>3.</b></p>	<p><b>Design</b></p>	



Section	Title	Response Content Requirements
3.1.	<b>Design Experience</b>	<p>For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including strength of relevance to the Project, the Design Firm’s experience and capability with the following:</p> <ul style="list-style-type: none"> <li>a) final design of immersed tube tunnels in a seismic area with complex hydrotechnical conditions, including soft soils and high scour potential;</li> <li>b) final design of cut-and-cover tunnels in soft soils, high ground water tables and high seismicity; and</li> <li>c) integration of operations and maintenance considerations with design and construction considerations.</li> </ul>
<b>4. Indigenous Participation and Apprenticeships, Training and Development</b>		
4.1.	<b>Indigenous Relationships</b>	<p>Based only on the Indigenous Participation Nominated Projects, describe, including strength of relevance to the Project, the Respondent Team Member’s experience and capability building relationships with Indigenous nations in support of project delivery with reference to:</p> <ul style="list-style-type: none"> <li>a) corporate values</li> <li>b) collaborating with the owner; and</li> <li>c) Indigenous cultural recognition and education</li> </ul> <p>Responses should indicate:</p> <ul style="list-style-type: none"> <li>▶ corporate policies, practices, or programs;</li> </ul>



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Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> <li>▶ successes, challenges, and strategies implemented to overcome challenges (e.g., harassment); and</li> <li>▶ evidence relevant to relationship building with Indigenous nations.</li> </ul>
4.2	<b>Indigenous Contracting Opportunities, Apprenticeships, Training, and Development</b>	<p>Based only on the Indigenous Participation Nominated Projects, describe, including strength of relevance to the Project, the Respondent Team Member’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"> <li>a) working with Indigenous-owned or affiliated businesses in partnerships or joint ventures or as subcontractors;</li> <li>b) employment of Indigenous peoples; and</li> <li>c) training, mentorship and/or other development opportunities for Indigenous peoples.</li> </ul> <p>Responses should indicate:</p> <ul style="list-style-type: none"> <li>▶ the nature and extent of any contractual obligations to the owner in relation to involvement of Indigenous nations and/or peoples, including contract value and person-hours as well as nature of the work;</li> <li>▶ accountability and performance related to the contractual obligations including reporting mechanisms and requirements;</li> </ul>

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

Section	Title	Response Content Requirements
5.	Financial	
5.1	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent Team by providing written confirmation, generally in the form of the Insurance Undertakings contained in Appendix I and Appendix J of this RFQ from an insurer that the following coverages will be available for the Project if the Respondent is awarded a contract:</p> <ul style="list-style-type: none"> <li>a) Commercial General Liability insurance coverage in accordance with Appendix H of this RFQ; and</li> <li>b) Project-specific Professional Liability insurance coverage in accordance with Appendix H of this RFQ.</li> </ul> <p>Demonstrate the financial capacity of the Design-Build Contractor and Design-Builder Guarantor(s) (if any) by providing the items below, assuming an order of magnitude scope value of \$3,000,000,000.</p> <ul style="list-style-type: none"> <li>a) The estimated value (and percentage) of the scope of work for each member of the Design-Build Contractor if the Design-Build Contractor is a joint venture, confirmation of the type of guarantee in effect and whether these are joint and several guarantees.</li> <li>b) For each member of the Design-Build Contractor that is not proposed to be guaranteed by a Design-Build Contractor Guarantor: <ul style="list-style-type: none"> <li>i. copies of annual audited financial statements, the audit letters, and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided);</li> </ul> </li> </ul>



Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> <li>ii. if available, copies of the interim financial statements for the last quarter or, if produced semi-annually the last half year, since the last annual audited financial statement provided in a) or, if not available, an explanation as to why;</li> <li>iii. details of any material off-balance sheet financing arrangements currently in place or, if none, a confirmation as such;</li> <li>iv. details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided or, if none, a confirmation as such;</li> <li>v. details of any credit rating, including any downgrades of credit rating in the last 36 months, or if none, a confirmation as such;</li> <li>vi. details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last 36 months, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Design-Build Contractor's or the Design-Build Contractor Guarantor's (if any) ability to perform its obligations in relation to the Project or, if none, a confirmation as such; and</li> <li>vii. evidence of the Design-Build Contractor's good standing with a Qualifying Bank in the form of a signed letter, from a senior officer</li> </ul>



Section	Title	Response Content Requirements
		<p>of the Design-Build Contractor's bank, or (an)other financial institution(s).</p> <p>c) For each member of the Design-Build Contractor whose performance is proposed to be guaranteed by a Design-Build Contractor Guarantor:</p> <ul style="list-style-type: none"> <li>i. evidence, in the form of a signed letter from a senior officer of the Design-Build Contractor Guarantor, of the Design-Build Contractor Guarantor's willingness to act as a Design-Build Contractor Guarantor; and a description of such guarantee; and</li> <li>ii. items b)(i) to b)(vii) above for the Design-Builder Guarantor.</li> </ul> <p>d) With reference to the information provided in relation to a) above, briefly describe the context of the entity's proposed role and project obligations:</p> <ul style="list-style-type: none"> <li>i. the Design-Build Contractor's capacity to undertake its project obligations (e.g., discuss relevant financial metrics relative to Project scope, financial viability, ability to provide performance security, support and/or guarantees from any other parties, other projects with similar obligations, etc.); and</li> <li>ii. (if any) the Design-Build Contractor Guarantor's ability to undertake its obligations (e.g., discuss net and total asset size relative to Project scope, financial capacity, financial viability, etc.</li> </ul>
6.	Nominated Projects	



Section	Title	Response Content Requirements
6.1	<b>Project Experience Nominated Projects Details and Project Experience Nominated Projects Summary</b>	<p>Submit a maximum of twelve (12) Project Experience Nominated Projects using Form A-1 of this Appendix A. Project Experience Nominated Projects are projects in which a Respondent Team Member (or its “parent corporation,” or a “wholly owned subsidiary” of its parent corporation both as defined in the <i>Business Corporations Act</i> (British Columbia), performed project management, design, construction, installation, or other roles and are demonstrated to be relevant to the Project. For greater certainty all references to “parent corporation” or “wholly owned subsidiary” in this Appendix A are as defined in the <i>Business Corporations Act</i> (British Columbia).</p> <p>Submit a completed Form A-2 of this Appendix A.</p>
6.2	<b>Indigenous Participation Nominated Projects</b>	<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 and are demonstrated to be relevant to the Project.</p>



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## Form A-1 Project Experience Nominated Project Details

(Maximum 3 pages in length per project)

**Respondent:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Respondent Team Member(s):** \_\_\_\_\_

(sequentially numbered 1 to 12)

Item	Notes to Respondents
<b>Name of project</b>	<i>Details including official project name and contract number (as applicable).</i>
<b>Location of project</b>	<i>Country, province/state, city/town, site or project extent.</i>
<b>Project owner</b>	<i>Organization name.</i>
<b>Reference contact details</b>	<p><i>Key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence.</i></p> <p><i>By providing this information you are authorizing the Province or the Province’s representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i></p>
<b>Contract model</b>	<i>Contract structure i.e., public private partnership, design-build, progressive design-build, design-build-finance, design-build-finance-operate, stipulated sum, alliance.</i>
<b>Contract period (term)</b>	<p><i>Contract commencement date, end of construction date, start of operations date and contract end date.</i></p> <p><i>Projects completed within the last 15 years will be considered most relevant.</i></p>



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Item	Notes to Respondents
<b>Time period of involvement</b>	<i>Commencement date and duration of the Respondent Team Member's involvement.</i>
<b>Description of project</b>	<i>Capital value, contract value, value of Respondent Team Member's (or its "parent corporation," or a "wholly owned subsidiary" of its parent corporation) contract, scope and complexity.</i>
<b>Relevance</b>	<i>Describe the relevance of the Project Experience Nominated Project to the Project, including aspects which may include a process and/or challenge that are similar to the delivery model, scope, size etc.</i>
<b>Current status of project</b>	<i>Describe the current status of the project relative to key milestone events.</i>
<b>Traffic volume</b>	<i>Total average daily traffic across all lanes (actual or estimated)</i>
<b>Respondent Team Member's specific role on the project</b>	<p><i>Specific role, duties and responsibilities of the applicable Respondent Team Member(s) (or its "parent corporation," or a "wholly owned subsidiary" of its parent corporation), including leadership in the areas of quality, safety and environment. Specify what major activities, especially those used in the Response to demonstrate relevance, were self-performed by the Respondent Team Member (or its "parent corporation," or a "wholly owned subsidiary" of its parent corporation). Additionally, specify what major activities were subcontracted by the Respondent Team Member (or its "parent corporation," or a "wholly owned subsidiary" of its parent corporation).</i></p> <p><i>If the project involved a joint venture, identify the joint venture partner(s) and include the Respondent Team Member(s) (or its "parent corporation," or a "wholly owned subsidiary" of its parent corporation) ownership stake (as a percentage). Clearly define the breakdown of roles and responsibilities between parties, including organizational structure and reporting relationships.</i></p>



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Item	Notes to Respondents
<b>Other information</b>	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>



## Form A-2 Project Experience Nominated Projects Summary

Reference Projects	Project Details								
Project Name and Nominated Project #	Project Location	Nature of Project (tunnel, highway, interchange, etc.)	Traffic Volume average annual daily traffic (actual or estimated)	Lanes (Number and Length kms)	Capital Value (CAD\$ - Millions)	Project Delivery Model (DBB, CM, DB, DBFM, Other)	Construction Term (Years)	Year of Construction Completion	Relevant RFQ Sections
Project Name (#)	City, Province/ State	Highway and Tunnel	100,000	8 Lanes 30 Kms	\$2000	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									
Nominated Project 10									
Nominated Project 11									
Nominated Project 12									



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## Form A-3 Indigenous Participation Nominated Project Details

(Maximum 3 pages in length per project)

**Respondent:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Respondent Team Member(s):** \_\_\_\_\_

(sequentially numbered 1 to 3)

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



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Item	Notes to Respondents
<b>Current status of project</b>	<i>Describe the current status of the project relative to key milestone events.</i>
<b>Contract model</b>	<i>Contract structure i.e., public private partnership, design-build, progressive design-build, design-build-finance, design-build-finance-operate, stipulated sum, alliance.</i>
<b>Involved Indigenous group(s) and role(s) on project</b>	<i>Name(s) of community / partnership / joint venture / sub-contractor.</i>
<b>Contract obligations (if any)</b>	<i>Contractual obligation in relation to each Indigenous group, including contract value, person-hours, and nature of work.</i>
<b>Impacted Indigenous nations</b>	<i>Those identified by an owner, through an environmental assessment or other process, as being impacted (if applicable).</i>
<b>Role(s) on project</b>	<p><i>Specific role, duties, responsibilities, and contractual obligations of applicable Respondent Team Members, including the Design-Build Contractor, 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>

# APPENDIX B Receipt Confirmation Form

(To be submitted by the Respondent Representative)

## Request for Qualifications Fraser River Tunnel Project

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

### Contact Person

Email: [Contact.FRTP@gov.bc.ca](mailto:Contact.FRTP@gov.bc.ca)

### Respondent Contact Information

Name of Respondent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address, if different: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Respondent Representative: \_\_\_\_\_



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## **ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY**

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

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

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

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

This Receipt Confirmation Form is executed the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**<NAME OF RESPONDENT>**

**Per:** \_\_\_\_\_  
**Authorized Signatory**

**Name:**  
**Title:**

### **Execution Instructions**

**This Receipt Confirmation Form is to be duly executed by the “Respondent” in accordance with the definition of that term in Section 7 of the RFQ. It is the responsibility of the Respondent to ensure that it has been properly identified by its legal name in this Receipt Confirmation Form and has duly executed this Receipt Confirmation Form, and the Province may in its discretion request an opinion from the Respondent’s legal counsel to that effect.**

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



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# APPENDIX C Confidentiality Agreement

## Fraser River Tunnel Project

### Confidentiality Agreement

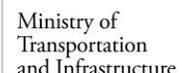
#### 1. Interpretation

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 DEWA 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.

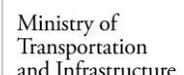
**“Recipient”** means the Respondent or any other interested party who completes a Receipt Confirmation Form.

**“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**

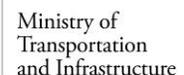
The Recipient may disclose Confidential Information only for Permitted Purposes to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or proposal and on the condition that all such Confidential Information be 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**

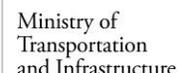
On written request, the Recipient will execute and deliver or cause to be executed and delivered to the Province all such further documents, do or cause to be done all such further acts and things and give all such further assurances as in the opinion of the Province are necessary or advisable to give 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

## Fraser River Tunnel Project

### Relationship Disclosure Form

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

**Re: Fraser River Tunnel Project (the “Project”)**

**<insert Respondent name> Response**

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

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



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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

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

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

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

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

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

**THIS DECLARATION** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**<NAME OF RESPONDENT>**

**Per:** \_\_\_\_\_  
**Authorized Signatory**

**Name:**  
**Title:**



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## **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.**

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



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## APPENDIX E Response Declaration Form

### Fraser River Tunnel Project

### Response Declaration Form

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

**Re: Fraser River Tunnel Project (the “Project”)**

**Request for Qualifications entitled “Fraser River Tunnel Project– Request for Qualifications”, as amended in accordance with its terms (the “RFQ”) for the Project**

**<insert Respondent name> Response**

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

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



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

## 2. Acknowledgements

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

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



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

**THIS DECLARATION** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**<NAME OF RESPONDENT>**

**Per:** \_\_\_\_\_  
**Authorized Signatory**

**Name:**  
**Title:**

**Execution Instructions**

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

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



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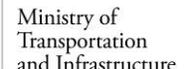
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## Exhibit 2 to Appendix E Restricted Person

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

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



# APPENDIX F Request for Information Form

## Fraser River Tunnel Project

### Request for Information / Clarification

**Request Number:** (Respondent name and sequential number)

**Raised By:** (contact name)

**Date Raised:**

**Date by Which Response Requested:**

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

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

**REQUEST / QUERY** (One query / request per sheet)

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

YES  No



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# APPENDIX G DEWA Proponent Agreement

## Fraser River Tunnel Project

### DEWA Proponent Agreement

#### Note:

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

**THIS DEWA PROPONENT AGREEMENT** made as of \_\_\_\_\_  
[INSERT DATE]

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

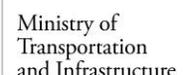
Attention: Contact Person

Dear Sirs/Mesdames:

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

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

#### 1.0 DEFINITIONS AND INTERPRETATION



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

## 2.0 PARTICIPATION

2.1 The DEWA Proponent and each of the DEWA Proponent Team Members agree that as a condition of participating in the DEWA RFP, including the Competitive Selection Process, Workshops and Collaborative Meetings, and receiving access to the Data Room, the DEWA Proponent and the DEWA Proponent Team Members will comply with the terms of this DEWA Proponent Agreement and the terms of the DEWA RFP.

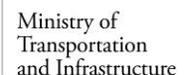
## 3.0 CONFIDENTIALITY

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

## 4.0 TERMS OF DEWA RFP

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

- (a) that the terms of the DEWA Proponent Agreement do not limit the obligations and requirements of the DEWA Proponent and the DEWA Proponent Team Members under the DEWA 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 DEWA RFP, including Section 3.16 (Releases and Waivers) of the DEWA RFP. In no event will the liability of the Province exceed the amount calculated pursuant to or Section 3.15 (Termination Fee) of the DEWA RFP; and



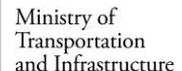
- (c) that the Province's and the DEWA Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 3.9.8, 3.9.10 and 3.9.11 of the DEWA RFP.

## 5.0 AMENDMENTS

- 5.1 The DEWA Proponent and the DEWA Proponent Team Members acknowledge and agree that:
  - (a) the Province may in its discretion amend the DEWA RFP at any time and from time to time; and
  - (b) by submitting a Proposal the DEWA Proponent and the DEWA Proponent Team Members accept, and agree to comply with, all such amendments and, if the DEWA Proponent or the DEWA Proponent Team Members do not agree to any such amendment, the sole recourse of the DEWA Proponent and the DEWA Proponent Team Members is not to submit a Proposal.

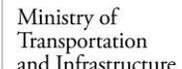
## 6.0 GENERAL

- 6.1 Notwithstanding anything else in this DEWA Proponent Agreement, if the Province, for any reason, cancels the Competitive Selection Process or the DEWA RFP, the DEWA Proponent and the DEWA Proponent Team Members agree that they continue to be bound by, and will continue to comply with, Section 3 of this DEWA Proponent Agreement.
- 6.2 The Province may in its sole discretion, on prior written notice to the DEWA Proponent and the DEWA Proponent Team Members, transfer or assign this DEWA 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 DEWA Proponent Team Members and their respective successors and permitted assigns. For greater certainty, this DEWA Proponent Agreement will continue to be binding on each of the DEWA Proponent Team Members notwithstanding that it may subsequently cease to be a DEWA Proponent Team Member.
- 6.4 Each provision of this DEWA Proponent Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this DEWA Proponent Agreement is held to be unenforceable or invalid in respect of any Person or

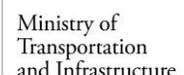


circumstance, then such provision may be severed and such unenforceability or invalidity will not affect any other provision of this DEWA Proponent Agreement, and this DEWA Proponent Agreement will be construed and enforced as if such invalid or unenforceable provision had never been contained herein 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 DEWA 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 DEWA Proponent Agreement.
- 6.6 This DEWA 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 DEWA Proponent Agreement irrevocably attorns to the jurisdiction of the courts of British Columbia.
- 6.7 If the DEWA Proponent or any DEWA 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 DEWA 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 DEWA Proponent Agreement; and
  - (b) if any partner or entity, as the case may be, has not executed this DEWA Proponent Agreement as required by subsection 7.7(a), this DEWA Proponent Agreement will be valid and binding on the partners and entities, as the case may be, who have executed this DEWA Proponent Agreement, each of whom by execution of this DEWA 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 DEWA Proponent Agreement had it executed this DEWA Proponent Agreement.



- 6.8 By executing this Proponent Agreement, the DEWA Proponent and DEWA Proponent Team Members, and each entity comprised in the DEWA Proponent or DEWA 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 DEWA Proponent, the DEWA Proponent Team Members, or other entities comprised in the DEWA Proponent Team Member, as the case may be, DEWA Proponent Members, or other entities comprised in the DEWA Proponent Team Member, to the DEWA Province for all covenants, obligations and liabilities of the DEWA Proponent, or DEWA Proponent Team Member, as the case may be, set forth in this DEWA Proponent Agreement; and
  - (b) the signatories to this DEWA Proponent Agreement include all of the entities comprised in the DEWA Proponent and the DEWA Proponent Team Members.
- 6.9 Each of the DEWA 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 DEWA Proponent Agreement.
- 6.10 The rights, powers and remedies conferred on the Province under this DEWA 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 DEWA 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 DEWA Proponent and each DEWA 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 DEWA Proponent Agreement;
  - (b) this DEWA Proponent Agreement has been duly and validly executed and delivered by it or on its behalf by its duly authorized representatives; and



(c) this DEWA 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 DEWA 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 DEWA 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 DEWA 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 DEWA 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 DEWA 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 DEWA Proponent Agreement may be delivered by hand, or electronic mail, provided that if delivered by electronic mail, then in electronic scanned or PDF file type.

Yours truly,

---

Authorized Signatory

---

Full Name and Title

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



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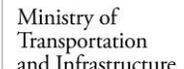
## SCHEDULE 1 TO DEWA PROPONENT AGREEMENT CONFIDENTIALITY CONDITIONS

**1. Definitions.** In these confidentiality conditions:

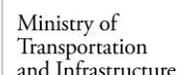
(a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the DEWA RFP, whether orally, in writing or other visual or electronic form in connection with or relevant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

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

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



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



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# APPENDIX H Insurance Specifications

## Fraser River Tunnel Project

### Insurance Specifications

#### ISSUANCE OF INSURANCE

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

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

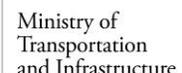
#### 1. THIRD PARTY GENERAL LIABILITY INSURANCE

- i. "Wrap-Up" Commercial General Liability insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$200,000,000.00, for bodily injury, death, and property damage arising from any one accident or occurrence and in the term aggregate. The insurance policy will pay on behalf of 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 will pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work or operations of the Design-Builder or any of its subcontractors of any tier including all persons, firms, corporations or partnerships who perform any of the work under the Design-Build Agreement anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance will also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

- ii. Extension of Coverage

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

- (a) blanket written contractual liability



- (b) contingent employer's liability
- (c) non-owned automobile
- (d) \$5,000,000.00 coverage for Sudden and Accidental Pollution

**iii. Exclusions Not Permitted**

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

**iv. Deductible**

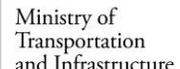
A property damage deductible of up to **\$250,000.00** will be allowed for any one accident or per occurrence. Payment of any deductible shall be the responsibility of the Design-Builder.

**v. Cross Liability Insurance Clause**

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

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

**vi. Products / Completed Operations Insurance Clause**



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

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

**vii. Named Insured**

Notwithstanding any other terms, conditions, or exclusions elsewhere in the policies or in this Schedule, it is understood and agreed that all policies for the liability insurance referred to in section 1 i. of these specifications shall be extended to include insurance coverages and clauses as follows:

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

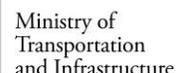
**viii. Additional Insureds**

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 \$25,000,000.00 providing third party liability and accident benefits insurance coverage must be provided for all vehicles required by law to be licensed that are owned, leased or rented by the Design-Builder that are used in the performance of the Design-Build Agreement.



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

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

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

#### A. Deductibles Per Occurrence

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

#### B. Loss Payable

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

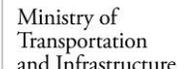
#### C. Additional Named Insured

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

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

### 4. EQUIPMENT INSURANCE

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



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

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

“In the event of any third party loss or damage or any physical loss or damage to the work, or contractor’s equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against His Majesty the King in right of the Province of British Columbia, including the BC Transportation Financing Authority, or 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 “Fraser River Tunnel 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 **\$25,000,000.00** 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 **\$25,000,000.00** 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

## 7. MARINE LIABILITY INSURANCE

If ships, boats or other vessels are owned, used, leased, rented, operated or used in the performance of the Design-Build Agreement, then for bodily injury or death and property



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damage arising from any one accident or occurrence for all ships, boats and other vessels, insurance coverage is to be provided through either:

- i. the "Wrap-Up" Commercial General Liability Insurance policy referred to in section 1 (i) of these specifications; or
- ii. a separate Protection and Indemnity insurance policy or such other policy or policies or combination thereof appropriate for this risk in the context of the Project, in any case with limits of not less than **\$200,000,000.00** for bodily injury or death and property damage arising from any one accident or occurrence and in the term aggregate.

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

## 8. PROFESSIONAL LIABILITY INSURANCE (Errors & Omissions)

- i. Single Project Specific Professional Liability insurance with minimum limits of **TEN MILLION (\$10,000,000.00)** per claim and **TEN MILLION (\$10,000,000.00)** 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 **TEN MILLION (\$10,000,000.00)** 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 Fraser River Tunnel 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:



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

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

## 9. USE AND OCCUPANCY

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

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

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

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

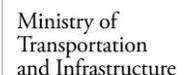
## 11. EVIDENCE OF COVERAGE

The following evidence of coverage will be required:

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

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

- ii. For Automobile Liability insurance, a duly executed Insurance Corporation of British Columbia APV47 form may be used for evidence of coverage or renewal provided that



if excess limits are purchased through private insurers, evidence will be provided by way of signed, certified copies of such policies.

- iii. If the Design-Builder fails to obtain or maintain insurance as required under the Design-Build Agreement or if any policy is not approved and the Design-Builder does not afterward meet the requirements of the Design-Build Agreement as to terms and conditions of the policies, the Province will have the right, but not the obligation to, place and maintain such insurance and the cost will be payable by the Design-Builder to the Province on demand and the Province may deduct the cost of that insurance from any money that is or becomes due to the Design-Builder.
- iv. 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 Design-Builder will, within 30 days of receiving such notice, cause the limits and types to be changed and deliver to the Province a completed Insurance Corporation of British Columbia APV47 or APV250 or certified copies of all other insurance then required to be maintained by the Design-Builder under the Design-Build Agreement to prove that such changes have been made.



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# APPENDIX I Undertaking of Commercial General Liability Insurance

## Fraser River Tunnel Project

### Undertaking of Commercial General Liability Insurance

Name of Respondent submitting a Response to the Request for Qualifications for the Fraser River Tunnel Project

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

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

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

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

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

Duly Authorized Representative of Insurance Company



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# APPENDIX J Undertaking of Professional Liability Insurance

## Fraser River Tunnel Project

### Undertaking of Professional Liability Insurance

Name of Respondent submitting a Response to the Request for Qualifications for the Fraser River Tunnel Project

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

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

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

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

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

Duly Authorized Representative of Insurance Company



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