



PITT RIVER BRIDGE and MARY HILL INTERCHANGE

DESIGN-BUILD
PROJECT

REQUEST FOR QUALIFICATIONS

22 February 2006
RFQ – PRB – 1



**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: RFQ-PRB-1 Pitt River Bridge and Mary Hill Interchange Design-Build Project Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Laurie Blackwell Mail / Courier Address: Gateway Program Metrotower II Suite 2010 4720 Kingsway, Burnaby, BC V5H 4N2 Facsimile: 604-439-2585 Email: Laurie.Blackwell@gatewayprogram.bc.ca <u>No telephone enquiries please.</u> Please direct all enquiries, in writing, to the above named Contact Person.
CLOSING TIME	The Closing Time is: 2:00:00 PM PT, 5 April 2006
CLOSING LOCATION	The Closing Location is: Gateway Program Metrotower I Suite 2400 4710 Kingsway, Burnaby, BC V5H 4M2 Attention: Laurie Blackwell
RECEIPT CONFIRMATION FORM	Changes, Addenda, and further information regarding this RFQ will only be directed to those who return the Receipt Confirmation Form to the Contact Person.

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1.0 Introduction

The Ministry of Transportation of the Province of British Columbia (the “Ministry”), invites Responses from parties who are suitably qualified to design and construct the Pitt River Bridge and Mary Hill Interchange Project (the “Project”).

2.0 Gateway Program

The Gateway Program (the “Program”) was established by the Province in response to the impact of growing regional congestion, and to improve the movement of people, goods and transit throughout Greater Vancouver. Gateway road and bridge improvements are proposed to complement other regional road and transit improvements already planned or underway in the region. These improvements will help create a comprehensive, effective transportation network that supports improved movement of people, goods, and transit; facilitates economic growth; increases transportation choices; and provides better connections to designated population growth areas.

The goals of the Gateway Program are:

- Address congestion;
- Improve the movement of people and goods in and through the region;
- Improve access to key economic gateways through improved links between ports, industrial areas, railways, the airport and border crossings;
- Improve safety and reliability;
- Improve the region’s road network;
- Improve quality of life in communities by keeping regional traffic on regional roads instead of local streets;
- Reduce vehicle emissions by reducing congestion-related idling;
- Facilitate better connections to buses and SkyTrain, cycling and pedestrian networks; and
- Reduce travel times along and across the Fraser River during peak periods.

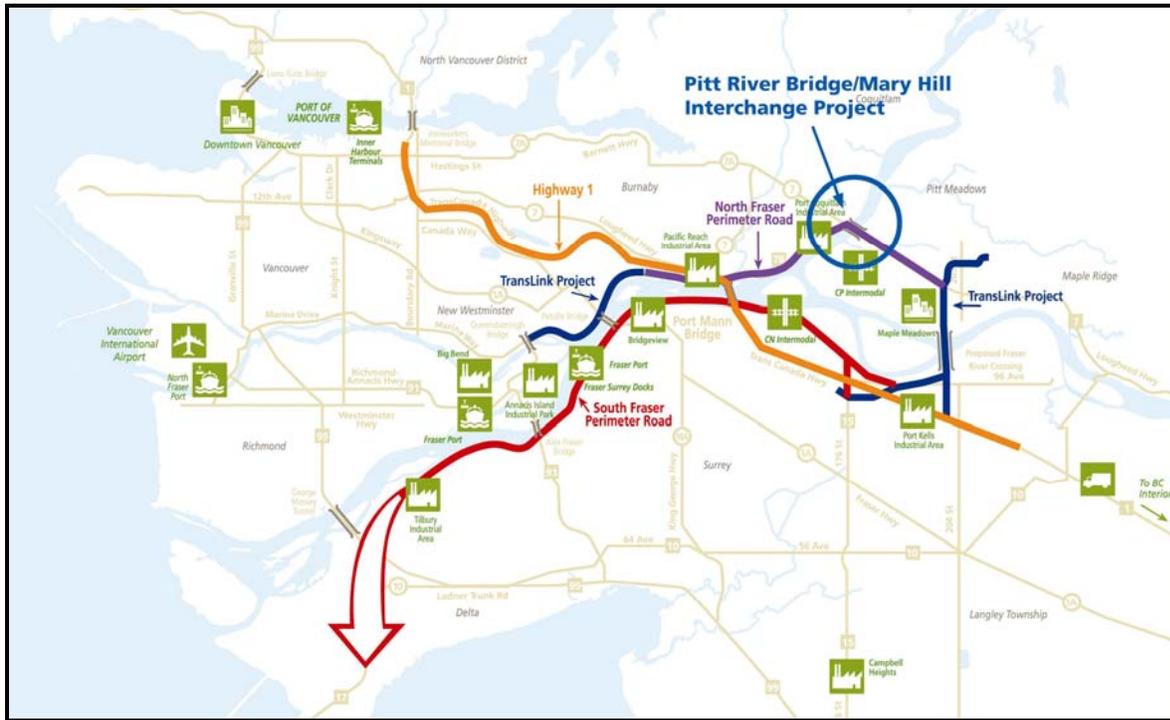
The Gateway Program consists of the Port Mann /Highway 1 Project, which includes twinning the Port Mann Bridge and improving access and safety on Highway 1 from Vancouver to Langley; the South Fraser Perimeter Road Project, a new four-lane route along the south side of the Fraser River extending from Deltaport Way in southwest Delta to the Golden Ears Bridge connector road in Surrey/Langley; and the North Fraser Perimeter Road Project which proposes improvements on existing roads to provide an efficient, continuous route from New Westminster to Maple Ridge.

The Pitt River Bridge and Mary Hill Interchange Project is a component of the Gateway Program’s North Fraser Perimeter Road Project.

Partnerships BC, in its role of advising the Province on the procurement of the Gateway Program is assisting with the development and marketing of the procurement process for this Project.

Additional information regarding the Gateway Program can be found at www.gatewayprogram.bc.ca

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3.0 The Project

The Project consists of a new fixed high level bridge across the Pitt River and an interchange at the intersection of the Mary Hill Bypass and Lougheed Highway. The finished Project will complement regional road and transit improvements that are already planned or currently underway. These improvements will create an effective transportation network that supports enhanced movement of people, goods and transit. This network will, in turn, facilitate economic growth, increased transportation choice and better connections to designated growth areas.

There is strong public support for the Project. Recent public consultation highlighted growing concern about current congestion, travel delays in the vicinity of the Pitt River Bridges, and the need for a new high level Pitt River Bridge and related supporting infrastructure.

The current Pitt River crossing is the primary transportation link of the Lower Mainland's northeast sector and it connects the municipalities of Pitt Meadows and Port Coquitlam.

The existing crossing consists of two parallel two lane swing bridges that are operated with a counterflow lane system. The south bridge was built in 1956, the north in 1978 and the swing mechanism for the original bridge was replaced in 1975.

The daily traffic volume on the Pitt River crossing has tripled in the past twenty years and is estimated to reach 88,000 by 2007. The opening of the bridge swing spans to accommodate marine traffic causes significant congestion and travel delay. With the opening of TransLink's Golden Ears Bridge, scheduled for completion in 2009, traffic is expected to further increase.

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The budget for Project development and implementation, including property, capital improvements and all other works relating to the Pitt River Bridge and Mary Hill Interchange is \$180 million (2005).

Site conditions include congested adjacent existing road and bridge infrastructure with high traffic volumes and no alternative routes, and deep soft foundation soils in a high seismic zone. The following are important considerations associated with the Project:

- Automotive Traffic;
 - The free flow of commuter highway traffic, including a counterflow system must be maintained during construction.
- Marine Traffic;
 - On-demand accommodation of marine traffic during construction requires non-interference with operation of the swing bridges.
- Physical Challenges;
 - the integrity of the existing approach fills must be maintained during construction,
 - The need to accommodate and / or relocate utilities within the Project site,
 - Consideration must be given to the existing bridge foundations, which are relatively shallow and the swing function is sensitive to foundation movements,
 - Soft soils and seismic loads,
 - Accommodation of 24 hour access to adjacent private properties, and
 - Environmental constraints normally associated with working adjacent to and within the wetted perimeter of a major fish bearing river.

The Province anticipates completing this Project by mid 2009, roughly concurrent with the neighbouring Golden Ears Bridge Project currently being procured by TransLink.

3.1 Project Objectives

Consistent with the goals of the Gateway Program, the Goals of the Project are to:

- Improve reliability of the Pitt River Crossing for vehicle and marine traffic.
- Provide capacity to serve the needs of growing municipalities.
- Improve safety along a key goods movement and commuting corridor.

Additional objectives include:

- Replace the existing Pitt River swing span bridges with a fixed, high level structure;
- Provide navigational clearance beneath the structure that satisfies the requirements of Transport Canada, Navigable Waters Protection Division (NWPD) and applicable laws and regulations;
- Eliminate traffic delays associated with bridge openings;
- Replace the existing intersection of the Highway 7 and Mary Hill Bypass with an interchange that provides priority to provincial movements;

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- Provide sufficient laning to accommodate 2031 forecast traffic (including provision in the bridge foundations for possible additional capacity in the future to accommodate rapid transit, HOV or other special purpose functions);
- Provide access to adjacent land parcels;
- Provide a design and construction methodology that has positive net environmental impact and meets the requirements of the applicable agencies;
- Minimize the impact to the public during the construction period; and
- Allow for future connection to the Fremont Connector, a planned municipal road network element.

3.2 Project Scope

The Project consists of the design and construction of a new bridge to replace the two existing 2-lane swing bridges crossing the Pitt River, and design and construction of a new grade separated interchange on Highway 7, immediately to the west of the new bridge, to replace the existing Mary Hill Bypass / Highway 7 intersection and eliminate the counterflow (reversible lane) system.

The new bridge, to be constructed within the existing right-of-way, will allow free passage of marine traffic on the Pitt River without disrupting traffic on Highway 7. It will have sufficient capacity to accommodate 2031 forecast highway traffic requirements and have provision for eight (8) lanes in the future to accommodate transit, HOV or other special purpose functions.

The two existing bridges, associated fittings and improvements are to be removed and disposed of by the Design-Builder.

The new interchange is to accommodate free movement of traffic between Mary Hill Bypass and Highway 7 and along Lougheed Highway. The Project design must accommodate pedestrian movements and commuter and recreational cyclists.

The Province will lead all Public Consultation associated with the Project; the Contractor will be required to prepare support materials. Communications with the public concerning construction staging, detours and planned closures are anticipated to be the responsibility of the Contractor.

The operation of the existing swing spans and counterflow system will remain with Mainroad Contracting Ltd. (Mainroad) during the construction period as part of the larger road and bridge maintenance contract between Mainroad and the Province. Coordination with Mainroad regarding the works comprising this Project with the counterflow operation and bridge openings will be the responsibility of the Contractor.

The Province has prepared a Reference Concept. The intent of the Reference Concept is only to illustrate one possible solution to the functional objectives of the Project.

PBA Engineering Ltd. (PBA) is the consultant retained by the Province with regard to electrical engineering for the counterflow system. PBA is listed as a Restricted Party with the intent that the firm be available to all Shortlisted parties at the RFP stage.

The Project scope and objectives are subject to change at the discretion of the Province.

3.3 Project Schedule

The following table outlines the anticipated schedule for the key Project milestones. The actual timing may vary at the discretion of the Province.

Milestone	Anticipated Date
Request for Proposal Issued	June 2006
Execute Contract and mobilize to Site	Fall 2006
Substantial Completion	Mid 2009

3.4 Project Status

As of the date of this RFQ, the following has been completed or initiated:

- A concept for the Project has been accepted in principle by:
 - Transport Canada, NWPD; and
 - The Fraser River Port Authority.
- Significant progress, including environmental studies, has been made in identifying potential environmental constraints and regulatory approval requirements:
- The concept has been discussed with key regulatory Agencies to ensure environmental impacts are able to be mitigated; and
- A CEAA screening document has been submitted to the Responsible Authorities, Transport Canada, NWPD and the Department of Fisheries and Oceans (DFO) through the Fraser River Estuary Management Program (FREMP).

3.5 Additional Information

The following information is available at: http://www.th.gov.bc.ca/gateway/5_prb.htm#prb

- Alignment Concept Plan; Figure 001
- Pitt River Bridge and Mary Hill Interchange Pre-Design Consultation, Discussion Guide
- Pitt River Bridge and Mary Hill Interchange Pre-Design Consultation, Summary Report

4.0 Purpose of this RFQ

The Province invites suitably qualified parties to submit Responses demonstrating their relevant expertise and capacity to undertake the Project.

4.1 RFQ Stage

This RFQ is the first of an anticipated two-stage selection process. The objective of the RFQ is to create a Shortlist of not more than three (3) Respondents based on the Ministry's evaluation of the Responses to this RFQ.

4.2 RFP Stage

The Province intends to issue a Request for Proposals ("RFP") for this Project only to those Respondents who are Shortlisted in accordance with this RFQ.

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The objective at the RFP stage is to select the Preferred Proponent who will enter into a Design-Build agreement for the Project.

It is anticipated that the RFP stage may involve a number of workshops with Shortlisted Respondents to explore key issues.

RFP Stipend

The Province anticipates paying a **\$200,000.00** stipend to each Shortlisted Proponent that meets all conditions for payment set out in the RFP, but that is not selected as the Preferred Proponent. The conditions for payment of the stipend are expected to include:

- submission of a substantially compliant Proposal, as defined by the RFP;
- waiver and release of claim with respect to all events in the procurement process;
and
- transfer to the Province of all ownership rights in and to the Proposal, including the intellectual property rights.

5.0 RFQ Response Requirements

The following delivery, format, and content requirements are to be followed for all Responses in order to facilitate Response evaluation.

5.1 *Delivery*

- Responses must be received at the Closing Location on or before the Closing Time.
- Responses must be delivered by hand or courier to the Closing Location.
- Responses must not be delivered by mail, facsimile, or by email.
- Response packages should be clearly labelled with the “RFQ Title”, “Contact Person”, and “Closing Location”, as shown on the Summary of Key Information. The name and mailing address of the Respondent should also be clearly shown on the exterior of the package(s) containing the Response.

5.2 *Format*

Provide eight (8) complete paper copies of the Response.

Each copy is to be printed single sided and in 3-ring binder(s).

Text line spacing should be 1.5 and the font not smaller than 11-point typeface.

5.3 *Response Content*

Each Response must be in English and must include the requested content as described in sections 5.4 through 5.5.4 inclusive of this RFQ and should be organized as follows:

- Response Cover Letter substantially similar to the specimen in **Appendix A**.
- A Table of Contents corresponding with the headings listed in sections 5.4 through 5.5.4 inclusive of this RFQ.
- The body of the Response having the content indicated in sections 5.4 through 5.5.4 inclusive of this RFQ.

Respondents are requested to adhere to the format and sequence identified in sections 5.4 through 5.5.4 inclusive of this RFQ.

Incomplete Responses and Responses in any other format or sequence may be rejected at the sole discretion of the Province.

Additional, extraneous, and unsolicited information is discouraged and may be disregarded at the sole discretion of the Province.

5.4 *Project References*

Throughout the Response, for each project identified to demonstrate corporate or personal knowledge, experience, or capacity; the Response **must** include the name and telephone number of one or more client representatives who will substantiate the roles and responsibilities described in the Response. Information that can not be substantiated may be disregarded during Response evaluation.

5.5 Corporate Information

The Corporate Information section of the Response should:

- identify the Respondent and each of the Key Firms, if any; and
- demonstrate that each of the firms (Respondent or Key Firm) that will accept primary responsibility for one or more of the activities listed in **Table #1 Corporate Roles** (if the Respondent becomes the Contractor) is suitably qualified to undertake that activity on this Project.

5.5.1 Respondent's Legal Identity

Provide the Respondent's full legal name and business address.

The Respondent is the legal entity that will, if requested or invited to do so by the Province;

- submit a binding proposal in response to any subsequent RFP; and
- enter into the Contract with the Province.

5.5.2 Corporate Structure

Where the Respondent is a company, provide proof that it is a duly organized, validly existing, legal entity lawfully entitled to carry on business in the Province of British Columbia with the power and capacity to enter into the Contract with the Province (e.g., provide a current corporate registry number).

Where the Respondent is a partnership, consortium, joint venture or other Project-specific entity or special purpose legal entity, provide proof of the legal name and corporate status of each Key Firm and documents as necessary to identify the existing or anticipated nature of the Respondent sufficient to demonstrate that it will be a duly organized, validly existing, legal entity lawfully entitled to carry on business in the Province of British Columbia with the power and capacity to, if requested or invited to do so by the Province;

- submit a binding proposal in response to any subsequent RFP; and
- enter into the Contract with the Province if invited to do so.

Include a description of the contractual / legal relationships among all Key Firms.

Indicate whether any Key Firm is or will be under contract to the Respondent or any other Key Firm for the performance of its anticipated Key Firm responsibilities.

Enclose an organization chart to indicate the reporting relationships among the Respondent and all Key Firms.

5.5.3 Key Firm Availability Letters

An authorized representative or agent for each Key Firm listed in **Table #1 Corporate Roles**, must provide a signed letter substantially in the form of the Specimen Key Firm Letter in Appendix A.

5.5.4 Bonding & Insurance Capacity

Regardless of the actual value of any Contract, it is anticipated that the Respondent / Contractor will be required to deliver a Performance Bond in the amount of **\$50 million** and a Labour and Materials Payment Bond in the amount of **\$50 million**.

Respondents must provide a prequalification confirmation letter, substantially in the form of the specimen prequalification confirmation letter set out in **Appendix B**, issued on the Respondent's behalf by a surety duly authorized to transact the business of suretyship in Canada.

Respondents must provide both:

- an undertaking of commercial general liability insurance; and
- an undertaking of professional liability insurance

Each substantially in the form of the respective specimen letters set out in **Appendix A**, issued on the Respondent's behalf by an insurer or duly authorized representative of an insurer licensed in the Province of British Columbia. Appropriate insurance coverage would include, at a minimum, the insurance coverage described in **Appendix A**.

The letters from the surety and from the insurers must be in the name of the Respondent and if a Response sets out the anticipated nature of the Respondent, then such letters must be in the name of each of the Key Firms having regard to the anticipated nature of the Respondent, and the role of each Key Firm in the Respondent as designated in the Response. .

5.5.5 Table #1 Corporate Roles

The Response must include a Corporate Roles Matrix, similar to specimen **Table #1 Corporate Roles**, indicating whether the Respondent or a Key Firm will accept primary responsibility for each of the respective Project activities if the Respondent becomes the Contractor.

Important Note: Only one (1) firm may be nominated to each Project activity.

Specimen Table #1 Corporate Roles

PROJECT ACTIVITY	PARTY WITH PRIMARY RESPONSIBILITY
a) Project Management	
b) Bridge Design	
c) Highway & Interchange Design	
d) Bridge Construction	
e) Highway & Interchange Construction	
f) Demolition of Existing Bridges	

5.5.6 Corporate Experience

The following sections describe the information to be submitted to demonstrate that the current principals, partners, and senior employees of the Respondent (or designated Key Firms) have the relevant knowledge, experience, and capacity indicative of their ability to successfully manage, design, and construct the Project.

The project experiences described in the Response should relate to the scope, objectives, and challenges of this Project. Relevant projects typically but not exclusively include those projects that:

- are transportation infrastructure design or construction related;
- are of comparable scope, scale, and complexity;
- include ISO 9001 type quality management systems; and
- have similar site conditions, including:
 - comparable traffic management requirements - congested urban traffic that must be maintained at a high operational level during construction;
 - comparable environmental management programs;
 - underground and above ground utilities that require protection and relocation;
 - accommodation of commercial marine traffic as required by the NWPA;
 - settlement sensitive adjacent structures;
 - comparable seismic zones; and
 - soft foundation soils.

5.5.6.1 Design-Build Experience

This section of the Response should demonstrate the level of experience the Respondent and its Key Firms have, if any, working in a Design-Build environment.

For each firm named in Table #1 Corporate Roles provide up to ten (10) pages of information in this section of the Response describing that firm’s corporate experience working in a Design-Build environment.

5.5.6.2 Table # 2 Corporate Team Experience

This part of the Response should demonstrate the level of experience of the Respondent and its Key Firms in working together. Preference should be given to identifying prior experience working together in a Design-Build context.

The Respondent must provide a matrix, similar to specimen **Table #2 Corporate Team Experience**, to identify recent or current projects in which the Respondent and / or the Key Firms had a working relationship.

Specimen Table #2 Corporate Team Experience

<u>PROJECT NAME</u>	<u>ACTIVITY AND KEY FIRM</u>						
	OWNER OR OWNER’S REP	PROJECT MANAGEMENT	BRIDGE DESIGN	HIGHWAY AND INTERCHANGE DESIGN	BRIDGE CONSTRUCTION	HIGHWAY AND INTERCHANGE CONSTRUCTION	DEMOLITION
	<Nominee>	<Nominee>	<Nominee>	<Nominee>	<Nominee>	<Nominee>	<Nominee>
<Project name>							
<Project name>							
<Project name>							
<Project name>							
<Project name>							

5.5.6.3 Project Management

In this part of the Response, the Respondent should demonstrate that the party identified in **Table #1 Corporate Roles** as having primary responsibility for Project Management has relevant experience:

- managing integrated design and construction teams, including Design-Build teams;
- managing road & bridge and/or other heavy civil construction projects with capital costs of not less than \$50 million; and
- managing projects in high profile, urban / suburban settings on major active highways.

Information in this section of the Response should be limited to not more than ten (10) pages describing that party's experience on not more than five (5) recent or current projects.

5.5.6.4 Bridge Design

In this part of the Response, the Respondent should demonstrate that the party identified in **Table #1 Corporate Roles** as having primary responsibility for Bridge Design has relevant structural design experience involving:

- long span structures in concrete or steel;
- foundations where soft soils and seismic conditions significantly control design options;
- settlement sensitive structures supported on deep soft soils; and
- structures over navigable watercourses.

Information in this section of the Response should be limited to not more than ten (10) pages describing that party's experience on not more than five (5) recent or current projects.

5.5.6.5 Highway and Interchange Design

In this part of the Response, the Respondent should demonstrate that the party identified in **Table #1 Corporate Roles** as having primary responsibility for Highway and Interchange Design has relevant highway and interchange design experience involving:

- grade separated interchanges including strict traffic management requirements, sophisticated traffic management systems and complex staging plans;
- value engineering; and
- protection and relocation of above ground, below ground, and underwater utilities.

Information in this section of the Response should be limited to not more than ten (10) pages describing that party's experience on not more than five (5) recent or current projects.

5.5.6.6 Bridge Construction

In this part of the Response, the Respondent should demonstrate that the party identified in **Table #1 Corporate Roles** as having primary responsibility for Bridge Construction has relevant construction experience involving:

- large structures requiring *Navigable Waters Protection Act* (or comparable) compliance and approval, including marine traffic accommodation;
- large structures supported on deep soft soils;
- strict traffic management requirements including sophisticated traffic management systems and complex staging plans;
- work adjacent to existing structures;
- constricted work and staging areas involving high volume highway traffic; and
- work site safety programs.

Information in this section of the Response should be limited to not more than ten (10) pages describing that party's experience on not more than five (5) recent or current projects.

5.5.6.7 Highway & Interchange Construction

In this part of the Response, the Respondent should demonstrate that the party identified in **Table #1 Corporate Roles** as having primary responsibility for Highway & Interchange Construction has relevant construction experience involving:

- grade separated interchanges;
- constricted work and staging areas;
- strict traffic management requirements including sophisticated traffic management systems and complex staging plans; and
- utilities and utility relocation.

Information in this section of the Response should be limited to not more than ten (10) pages describing that party's experience on not more than five (5) recent or current projects.

5.5.6.8 Demolition

In this part of the Response, the Respondent should demonstrate that the party identified in **Table #1 Corporate Roles** as having primary responsibility for Demolition has relevant construction experience involving:

- removal of large structures requiring *Navigable Waters Protection Act* (or comparable) compliance and approval, including marine traffic accommodation;
- working in strict accordance with applicable environmental approvals and within the wetted perimeter;
- work adjacent to existing structures;
- constricted work and staging areas involving high volume highway traffic; and
- work site safety programs.

Information in this section of the Response should be limited to not more than ten (10) pages describing that party's experience on not more than five (5) recent or current projects.

5.6 Key Personnel

The Key Personnel section of the Response should:

- identify the individuals that the Respondent intends to employ in each of the Key Positions listed in **Table # 3 Key Personnel**; and
- demonstrate that each of those individuals has suitable qualifications, knowledge, and experience to undertake their respective Key Position on this Project.

5.6.1 Table #3 Key Personnel

The Response must include a matrix similar to specimen **Table #3 Key Personnel** identifying the individuals who will accept primary responsibility for each of the Key Positions for the Respondent in carrying out the Project activities.

Important Note: Only one (1) person may be nominated to each Key Position.

The Respondent may nominate the same person to more than one Key Position.

Specimen Table #3 Key Personnel

KEY POSITION	PERSON WITH PRIMARY RESPONSIBILITY
1) Project Manager	
2) Senior Bridge Designer	
3) Senior Highway & Interchange Designer	
4) Bridge Construction Manager	
5) Highway & Interchange Construction Manager	
6) Demolition Manager	

The Key Personnel section of the Response should demonstrate that the Respondent is able to provide suitably qualified and experienced personnel in each of the Key Positions listed in **Table # 3 Key Personnel**.

5.6.2 Key Personnel Information

In parts **5.6.2.1** through **5.6.2.6** inclusive of the Response, Respondents should demonstrate that the individuals that the Respondent intends to employ in each of the Key Positions listed in **Table # 3 Key Personnel** has suitable qualifications, knowledge, and experience to undertake their respective Key Position on this Project.

The information provided on each individual named in **Table # 3 Key Personnel** should adhere to the following sequence, format, and requested content:

Position: use the Key Position titles described in **Table # 3 Key Personnel**

Name of Individual: full name or commonly used name

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Corporate affiliation: The person's title, current employer and position, primary office / work assignment location

Standing: professional and/or technical standings relevant to the Key Position

Roles and Responsibilities: an outline of the role(s) and responsibilities to be assumed in performing the Key Position on this Project

Relevant Experience: an outline of up to five (5) recent or current projects on which this person had / has roles and responsibilities that are related to this Key Position, including a brief description of the person's specific role(s) and responsibilities on the cited project, and the person's total time spent on each role

Standards: the individual's level of experience and familiarity with current applicable Provincial and Canadian laws, regulations, codes and standards (or comparable laws, regulations, codes and standards), the local regulatory and labour environment or comparable, as necessary and relevant to carrying out the Key Position

Supporting Resources (Optional): include a brief summary (up to two pages) of the professional or technical standing and relevant experience of those who will be available to support and strengthen the performance of each nominated Key Person sufficient to demonstrate that the Key Person will have the benefit of sufficient trained staff, facilities and equipment in place and available to enable the Key Person to fully perform their responsibilities.

The information provided about the person nominated to each Key Position should not exceed ten (10) pages excluding information on Supporting Resources.

5.6.2.1 Project Manager

In this part of the Response, the Respondent should demonstrate that the individual nominated to the Project Manager role in **Table #3 Key Personnel** has relevant project management experience involving:

- integrated design and construction teams, including Design-Build teams;
- projects in high profile, urban / suburban settings on major active highways with complex traffic management and staging requirements, including ongoing media / communications relations;
- bridge, highway interchange and/or heavy civil projects with capital costs of \$50million and above; and
- development and implementation of the following:
 - traffic management plans including effective communication strategies to ensure broad public awareness of planned closures,
 - traffic control plans,
 - detour and staging schemes,
 - quality management plans particularly those based on ISO 9001 series 9 or comparably based quality management systems and practices,
 - environmental management plans,
 - work site safety programs, and
 - public consultation and managing public feedback.

5.6.2.2. Senior Bridge Designer

In this part of the Response, the Respondent should demonstrate that the individual nominated to the Senior Bridge Designer role in **Table #3 Key Personnel** has relevant senior design experience involving:

- leading the design of long span structures of a similar size, either concrete or steel;
- structural option analysis and value analysis of bridges and retaining walls;
- leading design of large river bridges along major, congested urban highways;
- projects involving strict traffic management requirements including sophisticated traffic management systems and complex staging plans;
- work within the wetted perimeter; and
- structures over navigable watercourses.

5.6.2.3 Senior Highway & Interchange Designer

In this part of the Response, the Respondent should demonstrate that the individual nominated to the Senior Highway & Interchange Designer role in **Table #3 Key Personnel** has relevant senior design experience involving:

- leading the design of multi level interchanges;
- strict traffic management requirements including sophisticated traffic management systems, detours, complex staging plans, limited and predictable closures;
- integration of existing roadwork's and utilities into the solution;
- value engineering; and
- ground improvement and lightweight fills.

5.6.2.4 Bridge Construction Manager

In this part of the Response, the Respondent should demonstrate that the individual nominated to the Bridge Construction Manager role in **Table #3 Key Personnel** has relevant construction management experience involving:

- large structures over navigable watercourses requiring Navigable Waters Protection Act (or equivalent) marine traffic accommodation;
- working in strict accordance with applicable environmental approvals and within the wetted perimeter;
- work adjacent to settlement sensitive existing structures;
- foundation installation within cofferdams including experience with dewatering systems and work involving deep foundations in soft soils;
- constricted work and staging areas involving high volume highway traffic;
- development and on-site implementation of the following:
 - traffic management plans including effective communication strategies to ensure broad public awareness of planned closures,
 - traffic control plans,

- complex detour and staging schemes,
- quality management plans particularly those based on ISO 9001 series 9 or comparably based quality management systems and practices,
- environmental management plans, and
- work site safety programs.

5.6.2.5 Highway & Interchange Construction Manager

In this part of the Response, the Respondent should demonstrate that the individual nominated to the Highway & Interchange Construction Manager role in **Table #3 Key Personnel** has relevant construction management experience involving:

- overall co-ordination of all on-site roadworks construction activities;
- construction of grade separated interchanges;
- ground improvements and the use of lightweight fills;
- constricted work and staging areas involving high volume highway traffic;
- sites having strict traffic management requirements including sophisticated traffic management systems;
- detours, staging and predictable road closures;
- development and on-site implementation of the following:
 - traffic management plans including effective communication strategies to ensure broad public awareness of planned closures,
 - traffic control plans,
 - complex detour and staging schemes,
 - quality management plans particularly those based on ISO 9001 series 9 or comparably based quality management systems and practices,
 - environmental management plans, and
 - work site safety programs.

5.6.2.6 Demolition Manager

In this part of the Response, the Respondent should demonstrate that the individual nominated to the Demolition Manager role in **Table #3 Key Personnel** has relevant construction management experience involving:

- demolition of large structures over navigable watercourses requiring *Navigable Waters Protection Act* (or equivalent) marine traffic accommodation;
- working in strict accordance with applicable environmental approvals and within the wetted perimeter;
- work adjacent to existing structures;
- constricted work and staging areas involving high volume highway traffic; and
- work site safety programs.

5.6.3 Table #4 Team Experience

This part of the Response should demonstrate that the Key Personnel nominated in **Table # 3 Key Personnel** have prior experience working with each other, whether in a Design-Build context or not, by providing a matrix similar to specimen **Table #4 Team Experience**, to identify past or current working relationships among all of the proposed Key Personnel.

The Key Position in Table #4 refers to the position on this Project. The activity on the referenced project may be different. It is the history of working together that will be evaluated.

In the cells under the respective Key Position, use an “X” to indicate the presence of each Key Person on that project as appropriate. List up to 20 recent or current projects.

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Specimen Table #4: Team Experience

<u>PROJECT NAME</u>	PROJECT MANAGER	SENIOR BRIDGE DESIGNER	SENIOR HIGHWAY AND INTERCHANGE DESIGNER	BRIDGE CONSTRUCTION MANAGER	HIGHWAY AND INTERCHANGE CONSTRUCTION MANAGER	DEMOLITION MANAGER
	<Nominee>	<Nominee>	<Nominee>	<Nominee>	<Nominee>	<Nominee>
<Project name>						
<Project name>						
<Project name>						
<Project name>						

5.6.4 Key Personnel Availability Letters

Signed letters in the form of the Specimen Key Person Letter of Availability shown in Appendix A is required from each of the individuals nominated to fill the Key Positions listed in **Table # 3 Key Personnel**.

By submitting a Response, the Respondent represents and warrants to the Province that the Respondent has complied with the applicable laws and regulations, including by obtaining any required consents and authorizations from each individual, to the collection of information relating to such individual and to the submission of such information to the Province as part of the Response for the purposes of this RFQ and any further processes in connection with the Project.

6.0 Response Evaluation

6.1 Evaluation Approach

The purpose of the evaluation is to evaluate the Respondent's strengths and experience in delivering and managing projects comparable to this Project. Responses will be reviewed, evaluated, and scored applying the considerations set out in this RFQ, including for greater certainty Section 5, with the goal of identifying up to three (3) Respondent teams that the Province considers, in its sole discretion, to be the best qualified to undertake the Project. The project experiences described in the Response should relate to the scope and challenges of this Project.

6.2 Evaluation Weighting

RFQ responses will be evaluated using the following criteria:

RFQ #	RATED CRITERIA	Subtotal Points	Available Points	Pass/Fail
5.3	Response Cover Letter			P/F
5.5.1	Corporate Identity			P/F
5.5.2	Corporate Structure			P/F
5.5.3	Key Firm Letters			P/F
5.6.4	Key Personnel Letters			P/F
5.5.4	Bonding & Insurance			P/F
5.5.5	Table #1 Corporate Roles			P/F
5.5.6.2	Table #2 Corporate Team Experience			P/F
5.6.1	Table #3 Key Personnel			P/F
5.6.2	Table #4 Team Experience			P/F
	Corporate Experience		60	
5.5.6.1	Design-Build Experience	10		
5.5.6.2	Team Experience	5		
5.5.6.3	Project Management	12.5		
5.5.6.4	Bridge Design	7.5		
5.5.6.5	Highway and Interchange Design	7.5		
5.5.6.6	Bridge Construction	7.5		
5.5.6.7	Highway and Interchange Construction	5		
5.5.6.8	Demolition	5		
	Key Personnel		40	
5.6.2.1	Project Manager	10		
5.6.2.2	Senior Bridge Designer	5		
5.6.2.3	Senior Highway and Interchange Designer	5		
5.6.2.4	Bridge Construction Manager	7.5		
5.6.2.5	Highway and Interchange Construction Manager	7.5		
5.6.2.6	Demolition Manager	5		
	Total Points Available		100	

6.3 Response Content

Respondents should ensure that their Response includes all the information requested in this RFQ, meets the requirements set out in this RFQ, and is submitted in accordance with the terms of this RFQ, including the format and content requirements set out in this RFQ.

6.4 Evaluation

The Province may, in its sole discretion, be assisted by, rely upon, consult with, and obtain technical, financial, legal and other expert and managerial input, advice, direction and assistance from, any person, including employees and officials of the Province or of government agencies, and private sector advisors and consultants, in relation to any or all aspects of a Response, including evaluation of the Response.

6.5 Evaluation and Selection

Based on the evaluation of the Responses to this RFQ, the Province intends to select a Shortlist of up to three (3) Respondents. The Province may, in its sole discretion, select a Shortlist of fewer than three (3) Respondents.

Without limiting any other term of this RFQ, the Province may, in its sole discretion, waive, accept and evaluate, continue to evaluate, decline to evaluate or reject without further consideration, incomplete Responses, or Responses that do not satisfy any or all requirements of this RFQ, including any or all criteria designated as “Pass/Fail” and Responses in any format or sequence other than the format and sequence described in this RFQ.

Reference checks may be conducted with some or all of the references cited in a Response.

If experience or information referred to or otherwise described in any Response cannot, in the Province’s sole discretion, be reasonably verified through reference checks, or if information provided by a cited reference is, in the sole discretion of the Province unsatisfactory, the Province may, in its sole discretion, exclude the cited experience or information from further consideration in connection with the Response.

The Province may, in its sole discretion, contact any sources other than cited references that the Province deems appropriate, in connection with any experience or information referred to or otherwise described in any Response, including in any information or documentation submitted by a Respondent in response to a request for clarification or a request for additional information from the Province.

The Province may rely on and consider any information obtained from any reference or source in connection with any Response, including by applying any such information in evaluating any Response.

6.6 Clarification & Rectification

As part of the evaluation process, the Province may, in its sole discretion, request clarifications, rectifications, and additional information from any Respondent after the Closing Time and for that purpose may enter into separate and confidential discussions with individual Respondents. The Province has no obligation whatsoever to have such discussions with all Respondents or to provide any or all Respondents with the same questions.

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If the Province, in its sole discretion, considers any part of a Response to be incomplete, unclear, ambiguous as to meaning or intent, or to not substantially comply with any requirement of this RFQ, the Province may, in its sole discretion, require the Proponent to clarify or rectify their Response or submit additional information so as to make the Response complete, clear, unambiguous, and compliant with the RFQ requirements.

Unless otherwise specified, any Respondent invited or requested to clarify or rectify its Response, or submit additional information shall have four (4) calendar days from the date of the written request from the Province to deliver the requested documents to the Closing Location.

Failure to deliver appropriate clarifications, rectifications, or additional information in a timely manner may, at the sole discretion of the Province, result in the Response 'failing' the evaluation and being rejected without further notice.

If a Respondent has clarified or rectified any part of its Response, or provided additional information at the request of the Province, the clarifications, rectifications, and/or additional information shall be read as though they formed a part of the Response at the Closing Time and any previously submitted text, tables, or drawings that conflict with the rectifications, clarifications, or additional information in the sole opinion of the Province may, in the sole discretion of the Province, be disregarded by the Province in the course of its evaluation.

The Province may, in its sole discretion, apply or refuse to apply such additional information, verification and documentation in whole or in part during:

- any part of the review and evaluation of any Response;
- any consideration as to whether or not the Respondent has submitted documentation that may constitute a Response in response to the RFQ; and
- any consideration as to whether or not the Respondent has the resources and capacity (financial or otherwise) to undertake and deliver the Project.

A Respondent may not submit any additional information after the Closing Time except to, and at the express request of, the Province.

6.7 Presentation

As part of the Response evaluation process, the Province may, in its sole discretion, call on any Respondent, including some or all of their nominated Key Personnel, to participate in an "in person" or "conference call" presentation interview, including a question and answer session, on any aspect or aspects of their Response. The Province has no obligation whatsoever to call on all Respondents to make such a presentation or to provide any or all Respondents with the same questions.

Respondents should reserve the week of April 10-14, 2006 for interviews, at a time to be scheduled. The Province may in its discretion cancel this time and not proceed with interviews, or postpone or reschedule the timing of any interviews.

6.8 Notification and Debriefing

At the conclusion of the Response evaluation process, all Respondents will be notified whether or not they are on the Shortlist.

Any Respondent may request a confidential debriefing with the Province. During such debriefing the evaluation, scoring, ranking and content of any Responses will not be

disclosed, only the strengths and weaknesses of the Respondent's Response relative to the evaluation criteria will be disclosed and discussed.

7.0 Rules of Procedure

7.1 Requests for Clarification / Contact Person

The Contact Person is the only authorized source of information with regard to this RFQ. Any requests for clarification, enquiries, or communications relating to this RFQ should be submitted in writing to the Contact Person no later than 8 calendar days before the Closing Time. Information obtained from any other source is not official and should not be relied on or otherwise used in any way for any purpose whatsoever. Communication must take place with the Contact Person only. Respondents and their representatives must not contact or communicate, directly or indirectly, with any employees, representatives, or agents of the Province with respect to the Project.

The Province, in its sole discretion, will respond to requests for clarifications or other inquiries in writing and to all Respondents.

7.2 Changes to Respondent

The Province will not consider any requests for changes to Respondents, Key Firms or Key Personnel during the period from Closing Time until a Shortlist is issued.

If a Shortlisted Respondent wishes to make any addition, deletion or other change to the Shortlisted Respondent Key Firms or Key Personnel or any other material change, the Shortlisted Respondent will notify the Province in writing, through the Contact Person, as to the proposed change and, if applicable, substitution, and the reasons for the change and substitution, and provide sufficient documentation to enable the Province to consider, evaluate and determine the implications of the proposed change and substitution pursuant to the terms of this RFQ, including, by demonstrating to the satisfaction of the Province that the proposed substitute has appropriate qualifications, experience and ability when compared as a whole to the original named entity or person and is otherwise suitable for the particular position. On written request from the Province, the Respondent must provide such further documentation and information as may be requested by the Province in its sole discretion so as to enable the Province to satisfy itself as to the suitability, qualifications, experience and ability of any proposed substitute.

Changes, including substitutions, made to Respondent Key Firms or Key Personnel without the consent of the Province, may result in disqualification of a Respondent or a Shortlisted Respondent.

7.3 Delivery and Receipt

The Province assumes no risk, makes no guarantee, warranty or representation, and shall have no responsibility or liability, including in contract or in tort, for or in connection with this RFQ, including:

- (a) the timely delivery of any information or documentation, including without limitation, the RFQ, or any and all Addenda, clarifications, or communications, in connection with the RFQ;
- (b) the timely receipt of any Response, or any other information, notification, or documentation from any Respondent or any person; or

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- (c) the working order, functioning or malfunctioning, of any method or equipment for transmission, including facsimile transmission equipment or electronic mail or electronic information system.

Each of this RFQ, any and all Addenda to this RFQ, clarifications and any other documentation delivered by or on behalf of the Province will be conclusively deemed validly delivered to and received by the intended recipient, including any Respondent, at the time that the RFQ, Addenda, clarification, or other documentation, as the case may be, is issued:

- (a) by facsimile transmission to the facsimile number designated by the Respondent as the sole facsimile number for receipt of information in connection with the RFQ; or
- (b) in electronic form to the email address designated by the Respondent as the email address for receipt of information in connection with the RFQ.

7.4 No Collusion

Each Respondent will be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud.

7.5 Public Comment

Respondents and their representatives will refrain from public comment or from carrying out any activities to publicly promote or advertise their qualifications or interest in the procurement that might reasonably be expected to influence or affect the RFQ or the evaluation process.

7.6 Receipt Confirmation Form

Respondents should promptly fill out and return the attached Receipt Confirmation Form. All subsequent information relating to this RFQ, including any Addenda will be directed only to Respondents who have returned the Receipt Confirmation Form, and in accordance with the method described on the Receipt Confirmation Form.

7.7 Addenda

The Province may, in its sole discretion, at any time and from time to time, amend or clarify this RFQ, including by amending and extending dates, schedules and deadlines, the Closing Time, and the Closing Location, and the limits and scope of the Project, or any of them, by means of written Addenda issued through the Contact Person. Written Addenda is the sole means of amending or clarifying this RFQ.

By submitting a Response, each Respondent acknowledges and warrants that it has received the entire RFQ, including any and all Addenda, and that it waives any right to rectification or clarification of any aspect of the RFQ, including any and all Addenda.

7.8 Late Responses

Any Response received after the Closing Time is late. Late Responses will not be accepted for consideration.

The clock that is designated by the Contact Person as “the official clock”, whether accurate or not, will govern with respect to whether Responses, including any amendments, have been received on or before the Closing Time.

7.9 Costs and Expenses

Respondents are solely responsible for their costs and expenses in connection with preparing and delivering a Response, responding to requests for clarifications and further information and documentation, for any subsequent processes or negotiations with the Province, and for any other costs and expenses in connection with or arising from this RFQ or their Responses.

7.10 Acceptance of Responses

This RFQ does not constitute an offer to enter into a contract with any person, is not a contract to purchase goods or services, a Contract, or any agreement whatsoever and save and except for the agreement contemplated in section 7.15, no contract of any kind, by implication or by express terms, is formed under or arises from this RFQ. The Province is not bound to enter into a Contract with any Respondent, to select any Respondent for a Shortlist, issue a Shortlist, or issue an RFP subsequent to this RFQ. Neither selection of a Respondent, acceptance of a Response nor execution of a Contract will constitute approval of any activity, work, or development contemplated in any Response that requires any approval, permit or license pursuant to any applicable laws, regulations, and bylaws.

The Province will be under no obligation to award some or any work relating to the Project, including without limitation, any Contract, as a result of or in connection with this RFQ. Moreover, nothing in this RFQ process or any resulting Contract shall restrict the Province's right to issue subsequent solicitations for qualifications or for offers to provide similar services, or to enter into agreements with other suppliers for the same or similar services at any time or for the Project, or any part of parts of the Project, or work formerly comprising or similar to the Project.

7.11 Suspend or Cancel RFQ

Without limiting any other term of this RFQ, the Province may, in its sole discretion, for any reason whatsoever, at any time,

- (a) suspend, postpone or cancel this RFQ or the Project;
- (b) not issue a Shortlist, or
- (c) elect not to proceed with an RFP,

without incurring any obligation or any liability whatsoever, including in contract or in tort, for reimbursement, costs or damages incurred by any Respondent or any person.

7.12 Ownership of Responses

All documents, including Responses, submitted in response to this RFQ become the property of the Province. Documents will be held in confidence by the Province, subject to any and all applicable laws, including the *Freedom of Information and Protection of Privacy Act*.

7.13 Confidentiality as Condition of Eligibility

The Province may, in its sole discretion, require Shortlisted Respondents to sign a confidentiality agreement as a condition of eligibility to receive any RFP or access related information.

7.14 Damages, Costs and Expenses

Neither the Province, Partnerships British Columbia (“PBC”), the Conflicts Adjudicator nor any of their respective employees, representatives, agents, consultants or advisors will be liable to any Respondent or any person, for any claim of any nature, including in contract or in tort, and including, any costs, expenses, losses, or damages, including without limitation, for loss of opportunity, or for loss of anticipated profit, or for any other thing, in connection with any matter whatsoever relating to this RFQ or any Response, including in connection with any waiver, acceptance, selection, evaluation or rejection or in connection with any preparation of any Response, any use of or reliance on the Restricted Parties list or use or inclusion of Restricted Parties in any Response, any subsequent processes, or any Contract, incurred by any Respondent or any person.

Neither the Province, nor PBC, or any of their respective representatives, agents, consultants or advisors makes any representation or warranty, or has any liability or responsibility with respect to, the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in the RFQ or any Addenda or in any background or reference information or documentation set out or referenced in or made available through or in connection with this RFQ.

Responses must be prepared and submitted solely on the basis of information independently obtained and verified by Respondents, and on the basis of the Respondent’s independent investigations, examinations, knowledge, analysis, interpretation, information and judgment, rather than in reliance on information or documentation set out or referenced in or made available through or in connection with this RFQ or on the Respondent’s analysis or interpretation of such information or documentation.

Nothing in this RFQ or any Addenda or in any background or reference information or documentation or otherwise shall relieve any Respondent from undertaking their own investigations and examinations and developing their own analysis, interpretations, opinions and conclusions with respect to the matters set out in this RFQ and in the preparation and delivery of their Response.

7.15 Dispute Resolution

Each Respondent, by submitting a Response, irrevocably agrees that:

- (a) the Respondent shall, within fourteen (14) days of any dispute arising in connection with this RFQ, submit written notice to the Contact Person of such dispute; and
- (b) all disputes not resolved through negotiation between the Province and the applicable Respondent within twenty one (21) days of the date of the written notice of the Contact Person will be referred to and finally resolved by binding arbitration in accordance with the **Commercial Arbitration Act**, and such arbitration will take place in Vancouver, British Columbia and be governed by the laws of British Columbia.

Notwithstanding any notice of dispute delivered to the Contact Person, the Province may in its sole discretion, but in no event will be obligated to, proceed with the matters contemplated under this RFQ without prejudice to any ongoing dispute resolution proceedings or discussions, including any negotiations or binding arbitration contemplated hereunder.

7.16 Captions and Headings

The headings and captions in this RFQ are inserted for convenience only and do not form a part of this RFQ and in no way define, limit, alter or enlarge the scope or meaning of any term of this RFQ.

7.17 Includes and Including

In this RFQ, the words "including" and "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

7.18 Representations and Warranties

All representations and warranties made by or on behalf of the Respondent in connection with this RFQ, including in its Response, are deemed to have been made with the knowledge that the Province will rely upon such representations and warranties in evaluating its Response and, in Shortlisting the Respondent, and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent request for clarification or additional information by the Province.

7.19 Conflict of Interest, Relationship Review, and Restricted Parties

Restricted Parties are not eligible to advise any Respondent, directly or indirectly, or participate in any way as an employee, advisor, consultant, member or otherwise in connection with any Respondent in relation to the Project.

The Province may, in sole discretion, disqualify a Respondent or impose such conditions on its continued participation in the RFQ process as the Province may, in its sole discretion, consider to be in the public interest, consider to be required to satisfy itself that any actual or potential conflict or the impact of any existing relationship has been appropriately managed, mitigated and minimized, or consider otherwise appropriate.

The following persons have been identified as Restricted Parties:

Acres International Ltd.
Banjar Management Inc.
Beringer Group
Boughton Law Corporation
BT Stone Inc.
Bruce Methven Consulting Services
CH2MHill
Collings Johnston Inc.
Delcan Corporation
E. Wolski Consulting Inc.
Farris Vaughan Wills & Murphy
G. Ho Engineering Consultants
Geoplan Opus Consultants Inc.
Golder Associates Ltd.
Hemmera Envirochem Inc.
Kirk & Co. Consulting Ltd.

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KPMG LLP
Lucent Strategies
MMK Consulting Inc.
Partnerships BC Inc.
PBA Engineering Ltd.
PricewaterhouseCoopers LLP
S5 Services
Scout Consultants Inc.

This is not an exhaustive list of Restricted Parties. Additional persons may be added to the list of Restricted Parties at any stage of the process for the Project.

The Province has appointed a Conflicts Adjudicator to make decisions on conflict of interest or unfair advantage including whether any person is a Restricted Party. The decisions of the Conflicts Adjudicator on any conflict of interest or unfair advantage issue, whether on a request for advance rulings or on a request by the Province at any stage of this process, is final and binding on all persons, including the person(s) requesting the ruling, all Respondents and the Province.

Respondents, Key Firms, and Key Personnel:

- (a) should disclose in their Response, and on an ongoing basis thereafter, any relationships and in particular any relationships for which actual or potential conflicts of interest exist or may reasonably arise in the future with respect to the Project, the Province or PBC; and
- (b) are encouraged to bring any actual or potential conflicts of interest and existing or proposed relationships to the attention of the Province prior to the submission of Responses for the consideration of the Province or the Conflicts Adjudicator.

The Province may, in its sole discretion, and on its own initiative ask for advance rulings from the Conflicts Adjudicator regarding actual or potential conflicts of interest, unfair advantage and as to whether a person is a Restricted Party.

Any request by a Respondent for notification from the Province or an advance ruling by the Conflicts Adjudicator must be submitted to the Contact Person not less than 10 days prior to the Closing Time, and should contain the following information:

- (a) names and contact information of the person for which the advance ruling is requested;
- (b) description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (c) description of the measures taken to date and future measures proposed to be taken to manage, mitigate and minimize the conflict of interest or unfair advantage; and
- (d) copies of any documentation that the person believes to be relevant to the matter.

Neither the Province, PBC, nor the Conflicts Adjudicator assumes any risk, and makes any guarantee, warranty or representation, and shall have any responsibility or liability, including in contract or in tort for or in connection with the timeliness or otherwise of delivery of any notification or ruling.

8.0 Terminology

In this RFQ, the following words have the following meanings.

“Addendum” or “Addenda” means each and every written document issued by the Province that amends or corrects this RFQ.

“Authorized Representative” means the individual having full legal authority and capacity to represent and bind the Respondent in any and all matters related to this RFQ and the Respondent’s Response.

“Closing Location” means the location identified as the Closing Location in the **Summary of Key Information** of this RFQ.

“Closing Time” means the date and time specified as the Closing Time in the **Summary of Key Information** of this RFQ.

“Conflicts Adjudicator” means the person nominated by the Province to act in the capacity of the conflicts adjudicator as contemplated in section **7.19** of this RFQ.

“Contact Person” means the person identified as the Contact Person in the **Summary of Key Information** of this RFQ.

“Contract” means the written agreement, if any, duly executed on behalf of the Province and the Contractor for the delivery of the Project.

“Contractor” means the Shortlisted Respondent who enters into a Contract with the Province and in doing so accepts sole responsibility for the delivery of the Project, including but not limited to the design and the construction of the associated Works.

“Key Firm” means each corporate entity, that will accept primary responsibility to the Respondent for the performance of one or more of the Project activities identified in **Table #1 Corporate Roles**. A Key Firm may be a subcontractor or subconsultant to the Respondent or may be a member of the joint venture or consortia comprising the Respondent.

“Key Person” or “Key Personnel” means the individual(s) nominated by a Respondent to perform the functions of a Key Position in the event that the Respondent becomes the Contractor. A Key Person may be an employee, subcontractor or consultant of the Respondent or a Key Firm.

“Key Position” means each of the positions identified as such in specimen **Table #3 Key Personnel** of this RFQ.

“Ministry” means the ministry of the Province known as the British Columbia Ministry of Transportation, as that ministry may, from time to time, be reorganized, replaced, or renamed.

“Province” means Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation.

“Partnerships BC” or “PBC” means Partnerships British Columbia Inc. a company registered in the Province of British Columbia having incorporation number BC0167341.

“Person” includes a corporation, firm, association, individual, and any legal entity and wherever the singular or masculine is used it will be construed as if the plural, the feminine or the neuter, and wherever the plural or the feminine or the neuter is used it will be construed as the singular or masculine, as the case may be, had been used where the context may require.

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“**Project**” means the objectives and improvements described in Part 3 of this RFQ.

“**Reference Concept**” means a conceptual level presentation developed by the Ministry to illustrate one possible solution to the functional objectives of the Project.

“**Request for Qualifications**” or “**RFQ**” means this document, including any and all appendices and any and all Addenda that may be issued from time to time, as it may be amended from time to time by the Province.

“**Request for Proposals**” or “**RFP**” means the document that may be issued by the Province inviting any Shortlisted Respondents to submit a Proposal for the Project.

“**Response**” means a response prepared and delivered by a Respondent in response to and in accordance with this RFQ.

“**Responsible Authority**” refers to the required federal authority that exercises regulatory duties under the *Canadian Environmental Assessment Act* (Canada).

“**Respondent**” means the person, company, team, joint venture, partnership, or other legal entity that submits a valid Response.

“**Restricted Parties**” means persons who are restricted from participating as a Respondent or as described in section 7.19 of this RFQ.

“**Shortlist**” means the list of Respondents possessing the qualifications described in this RFQ, and selected by the Province in accordance with the terms of this RFQ, as that list may be amended from time to time by the Province, in accordance with the terms of this RFQ.

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

Appendix A – Specimen Letters

Receipt Confirmation Form

Specimen Response Cover Letter

Specimen Key Firm Letter

Specimen Key Person Letter of Availability

Surety Prequalification Letter

Undertaking of Commercial General Liability Insurance

Undertaking of Professional Liability Insurance

RECEIPT CONFIRMATION FORM

RFQ#: RFQ – PRB1

Pitt River Bridge and Mary Hill Interchange Design-Build Project

To have any further information about this Request for Qualifications directed to them, Respondents or interested persons must complete and return this form promptly to the Contact Person:

Attention: Laurie Blackwell

Fax: 604-439-2585

Email: Laurie.Blackwell@gatewayprogram.bc.ca

COMPANY: _____

STREET ADDRESS: _____

CITY/PROVINCE: _____ POSTAL CODE: _____

MAILING ADDRESS IF DIFFERENT: _____

PHONE NUMBER: _____ FAX NUMBER: _____

CONTACT PERSON: _____

E-MAIL: _____

UNLESS IT CAN BE SENT BY FAX OR EMAIL, FURTHER CORRESPONDENCE ABOUT THIS REQUEST FOR QUALIFICATIONS SHOULD BE SENT BY:

COURIER COLLECT _____
PROVIDE COURIER NAME AND ACCOUNT NUMBER

MAIL (DEFAULT IF NEITHER BOX CHECKED)

SIGNATURE: _____

TITLE: _____

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

SPECIMEN RESPONSE COVER LETTER

Respondent's Letterhead or name and address

Date:

Attention: **Laurie Blackwell**

Dear Ms. Blackwell:

**Re: REQUEST FOR QUALIFICATIONS
RFQ-PRB-1, Pitt River Bridge and Mary Hill Interchange Design-Build Project**

I, the undersigned, acting as duly authorized agent for the Respondent named below, declare the following to be true.

- 1) I/we have obtained, carefully read, examined, and understood the entire Request for Qualifications, including any and all Addenda issued by the Province.
- 2) I/we agree to all of the terms and conditions of the Request for Qualifications, including any and all Addenda issued by the Province.
- 3) I/we agree to be bound by all statements and representations made in this Response.
- 4) The enclosed Response is submitted in response to the Request for Qualifications.
- 5) I have full authority to represent the Respondent, and all Key Firms and all Key Persons named in this Response, in any and all matters related to this Response, including but not limited to providing clarifications and additional information that may be requested in connection with the Request for Qualifications.
- 6) I/we confirm that the Respondent will be a duly organized, validly existing, legal entity lawfully entitled to carry on business in British Columbia and fully legally authorized, licensed and permitted to perform the work contemplated in this RFQ with the power and capacity to enter into a Contract with the Province.
- 7) Each of the capitalized terms in this Cover Letter has the meaning given to that term in the Request for Qualifications.

Legal name of
Respondent:

Duly Authorized
Signatory for
Respondent:

Date:

Name of agent:

Title:

Telephone:

Fax:

Email:

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

SPECIMEN KEY FIRM LETTER

Key Firm's Letterhead or name and address

Date:

Attention: **Laurie Blackwell**

Dear Ms. Blackwell:

**Re: REQUEST FOR QUALIFICATIONS
RFQ-PRB-1, Pitt River Bridge and Mary Hill Interchange Design-Build Project**

I, the undersigned, acting as duly authorized agent for the undersigned Key Firm named below, declare the following to be true.

- 1) I/we are familiar with the substance of the Request for Qualifications and understand the Request for Qualifications, including any and all Addenda issued by the Province.
- 2) I/we have agreed to participate as a member Key Firm of the Respondent named below.
- 3) I/we have read and agree to be bound by all statements and representations made in the Response submitted by the below named Respondent.
- 4) In the event that the Respondent is invited to participate as a Shortlisted Respondent in any subsequent RFP process and subsequently invited by the Province to enter into a Contract with the Province for performance of the anticipated Project, I/we intend to make our resources available to the Respondent, in the manner anticipated by the Response, throughout the foreseeable duration of the procurement process for the Project and of the Project.
- 5) I/ we agree that the Respondent's Authorized Representative, as identified on the Response Cover Letter, has full authority to represent the Key Firm named below in any and all matters related to this Response, including but not limited to providing clarifications and additional information that may be requested in connection with this Request for Qualifications.
- 6) I/we consent to the Province contacting any sources that it deems appropriate in accordance with the terms of the Request for Qualifications, including for the purpose of verifying the information contained in the Response.
- 7) Each of the capitalized terms in this Key Firm Letter has the meaning given to that term in the Request for Qualifications.

Legal name of Respondent:

Legal name of Key Firm:

Signature of Key Firm's duly authorized agent:

Date:

Name of agent:

Title:

Telephone:

Fax:

Email:

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

SPECIMEN KEY PERSON LETTER OF AVAILABILITY

Letterhead or name and address

Date:

Attention: **Laurie Blackwell**

Dear Ms. Blackwell:

**Re: REQUEST FOR QUALIFICATIONS
RFQ-PRB-1, Pitt River Bridge and Mary Hill Interchange Design-Build Project**

I, the undersigned declare the following to be true:

- 1) I am familiar with the substance of the Request for Qualifications and understand the Request for Qualifications, including any and all Addenda issued by the Province.
- 2) I have read and agree to be bound by all statements and representations made in the Response submitted by the below named Respondent.
- 3) I have agreed to participate with the below named Respondent in the Key Person position named below.
- 4) In the event that the Respondent is invited to participate as a Shortlisted Respondent in any subsequent RFP process and subsequently invited by the Province to enter into a Contract with the Province for performance of the anticipated Project, I intend to make myself available to the Respondent, in the manner anticipated by the Response, throughout the foreseeable duration of the procurement process for the Project and of the Project. and
- 5) I agree that the Respondent's Authorized Representative, as identified on the Response Cover Letter, has full authority to represent me in any and all matters related to this Response, including but not limited to providing clarifications and additional information that may be requested in connection with this Request for Qualifications; and
- 6) I consent to the Province contacting any sources that it deems appropriate in accordance with the terms of the Request for Qualifications, including for the purposes of verifying the information contained in the Response.
- 7) I agree to the collection and use by the Province of my personal and confidential information for the purposes of this Request for Qualifications, the procurement process for the Project, and the Response and to the disclosure by the Province of such information to its employees, representatives, agents, consultants or advisors solely in connection with these purposes.
- 8) Each of the capitalized terms in this Key Person Letter has the meaning given to that term in the Request for Qualifications.

Legal name of Respondent:

Key Person Position:

Signature:

Date:

Print or type name:

Telephone:

Fax:

Email:

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

SPECIMEN SURETY PREQUALIFICATION LETTER

DATE:

NO.:

TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS
REPRESENTED BY THE MINISTER OF TRANSPORTATION
in regard to
THE PITT RIVER BRIDGE AND MARY HILL INTERCHANGE DESIGN-BUILD PROJECT
(the "Project")

We _____(Name of Surety) a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for _____ (name of Respondent and Key Firms as applicable) (in this letter together referred to as the "Clients"). The Clients have demonstrated to us in the past an ability to complete their projects in accordance with the conditions of their contracts and we have no hesitation in recommending their services to you.

Our Client wishes to be prequalified as a proponent on the captioned Project, which we understand will require a Performance Bond in the amount of **Fifty Million Dollars (\$50,000,000.00)** and a Labour and Material Payment Bond in the amount of **Fifty Million Dollars (\$50,000,000.00)**. Based on the limited information available at this time and subject to our assessment of the PITT RIVER BRIDGE AND MARY HILL INTERCHANGE DESIGN/BUILD PROJECT and our Client's work program as at the time of this letter, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our Clients and ourselves.

If we can provide any further assurances or assistance, please don't hesitate to call upon us.
(Name of Surety)

_____(Seal)_____

Attorney - In - Fact

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

**SPECIMEN UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE
REQUEST FOR QUALIFICATIONS**

TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS
REPRESENTED BY THE MINISTER OF TRANSPORTATION
in regard to
THE PITT RIVER BRIDGE AND MARY HILL INTERCHANGE DESIGN-BUILD PROJECT
(the "Project")

We, the undersigned, as authorized representatives on behalf of _____

_____, (name of Respondent and Key

Firms, as applicable) do hereby undertake and agree to provide "Wrap-Up" Commercial General Liability insurance as specified in the Agreement insurance specifications (forming part of the Request for Qualifications for the Project) in the amount of **Twenty Million Dollars (\$20,000,000.00)**, for the PITT RIVER BRIDGE AND MARY HILL INTERCHANGE DESIGN-BUILD PROJECT, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION

Dated at _____

This _____ day of _____, 20____.

SIGNED: _____
Duly Authorized Representative of Insurance Company

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

**SPECIMEN UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE
REQUEST FOR QUALIFICATIONS**

TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS
REPRESENTED BY THE MINISTER OF TRANSPORTATION
in regard to
THE PITT RIVER BRIDGE AND MARY HILL INTERCHANGE DESIGN-BUILD PROJECT
(the "Project")

We, the undersigned, as authorized representatives on behalf of _____

_____, (name of Respondent and Key

Firms, as applicable) do hereby undertake and agree to provide Single Project Group Professional liability insurance as specified in the Agreement insurance specifications (forming part of the Request for Qualifications for the Project) in the amount of **Five Million Dollars (\$5,000,000.00)**, for the PITT RIVER BRIDGE AND MARY HILL INTERCHANGE DESIGN-BUILD PROJECT, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION

Dated at _____

This _____ day of _____, 20____.

SIGNED: _____
Duly Authorized Representative of Insurance Company

Appendix B – Specimen Bonds

Specimen Performance Bond

Specimen Labour and Material Payment Bond

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

SPECIMEN PERFORMANCE BOND

NO. _____ **Fifty Million Dollars (\$50,000,000.00)**

KNOW ALL PERSONS BY THESE PRESENTS, that _____ **(CONTRACTOR'S NAME)** as Principal, hereinafter called the Principal, and **(SURETY/INSURANCE COMPANY NAME AND ADDRESS)**, a corporation created and existing under the laws of Canada, and duly authorized to transact the business of Suretyship in Canada, as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION, as Obligee, hereinafter called the Obligee, in the amount of _____ Dollars (\$_____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee, dated the _____ day of **(DATE OF AWARD)** 20____ for _____ **(DESCRIBE CONTRACT)** which Contract Documents are by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) Whenever the Principal shall be, and declared by the Obligee to be, in default under the contract, the Surety shall
 - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
 - (b) if the work is taken out of the Principal's hands, and the Obligee directs the Surety to undertake the completion of the work, complete the work in accordance with the contract provided that a contract is entered into for the completion of the work
 - (i) it shall be between the Surety and the completing contractor, and
 - (ii) the selection of such completing contractor shall be subject to the approval of the Obligee,
 - (c) if the work is taken out of the Principal's hands and the Obligee, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Obligee under the contract,
 - (d) be liable for and pay all the excess costs of completion of the contract, and
 - (e) not be entitled to any contract moneys earned by the Principal, up to the date of Principal's default on the contract and any holdbacks relating to such earned contract moneys held by the Obligee, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the contract to the satisfaction of the Obligee, any contract moneys earned by the Principal or holdbacks related thereto held by the Obligee may be paid to the Surety by the Obligee.
- (2) The Surety shall not be liable for a greater sum than the amount specified in this Bond.
- (3) No suit or action shall be instituted by the Obligee herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the contract is payable.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this bond this _____ day of _____, 20 ____.

SIGNED and SEALED

In the presence of:

For the Principal

SEAL

For the Surety Attorney-in-fact

SEAL

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

**SPECIMEN
LABOUR AND MATERIAL PAYMENT BOND
(British Columbia Government Form)**

NO. _____

Fifty Million Dollars (\$50,000,000.00)

Note: This Bond is issued simultaneously with another Bond in favour of the Obligee conditioned for the full and faithful performance of the contract.

KNOW ALL PERSONS BY THESE PRESENTS THAT _____ **(CONTRACTOR NAME)** as Principal, hereinafter called the Principal, and _____ **(SURETY/INSURANCE COMPANY NAME AND ADDRESS)** a corporation created and existing under the laws of Canada, and duly authorized to transact the business of Suretyship in Canada, as Surety, hereinafter called the Surety are, subject to the conditions hereinafter contained, held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION, as Obligee, hereinafter called the Obligee, for the use and benefit of the Claimants, their and each of their heirs, _____ executors, administrators, successors and assigns, in the amount of _____ Dollars (\$ _____) of lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of 20____ for _____ **(DESCRIBE CONTRACT)** _____ which Contract Documents are by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the contract. The prevailing industrial value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the contract.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, that every Claimant who has not been paid as provided for under the terms of their contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of their contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify

**Pitt River Bridge & Mary Hill Interchange Design-Build Project
REQUEST FOR QUALIFICATIONS**

and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond.

3. No suit or action shall be commenced hereunder by any Claimant:
- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given
 - (1) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal or under the Mechanic's Liens Legislation applicable to the Claimant's contract with the Principal whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal.
 - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
 - (b) after the expiration of one (1) year following the date on which the Principal ceased work on the contract, including work performed under the guarantees provided in the contract.
 - (c) other than in a Court of competent jurisdiction in a Province or Territory of Canada in which the subject matter of the contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of said Claimant.
5. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the contract, whether or not claim for the amount of such lien be presented under and against this Bond.
6. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond

this ____ day of _____ 20__

SIGNED and SEALED

In the presence of:

For the Principal

SEAL

For the Surety Attorney-in-fact

SEAL

End of REQUEST FOR QUALIFICATIONS