



KITIMAT

A Marvel of Nature and Industry

Haisla Bridge Replacement Project Request for Qualifications Design-Build Services

Issue Date	Thursday, August 6, 2020
Submission Time	2:00 PM (Pacific Standard Time) Thursday, September 10, 2020
Contact Person	Samuel Anderson SAnderson@CollingsJohnston.com

Summary of Key Information

Submission Time	2:00 PM (Pacific Standard Time) on Thursday, September 10, 2020
Submission Location	Electronic versions (PDF) of Responses shall be submitted to the Contact Person.
RFQ Title	The title of this Request for Qualifications (RFQ) is: Haisla Bridge Replacement Project - Request for Qualifications - Design-Build Services Please use this title on all correspondence.
Contact Person	The Contact Person for this RFQ is: Samuel Anderson (SAnderson@CollingsJohnston.com) Please direct all enquiries, in writing, to the Contact Person. Telephone enquiries will not be accepted.
Information Meeting	At the time of issuance of this Request for Qualifications, an Information Meeting is planned to be scheduled on Wednesday, August 12, 2020 via videoconference. Respondents wishing to attend should complete and submit a Receipt Confirmation Form provided in Appendix B (Form B1) for further details.
Enquiries	Respondents are encouraged to submit enquiries at an early date and before 2:00 PM (Pacific Standard Time) on the day that is five (5) Business Days before the Submission Time to permit consideration by the District; the District may, in its discretion, decide not to respond to any Enquiry.
Addenda Process	Any Addenda relating to this RFQ will be posted on the BC Bid Website at: https://www.bcbid.gov.bc.ca/
RFQ Data Room and Receipt Confirmation Form	Access to the RFQ Data Room and further information relating to, but not forming part of or amending, this RFQ will be directed only to

	parties who have completed and returned the Receipt Confirmation Form provided in Appendix B (Form B1).
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1 Introduction

1.1 Purpose of this RFQ

This Request for Qualifications (“**RFQ**”) is issued by the District of Kitimat (the “**District**” or “**DOK**”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the Haisla Bridge Replacement Project (the “**Project**”). This RFQ provides an opportunity to submit Responses to the District for Design-Build (“**DB**”) services for review by the District and, pursuant to the District’s evaluation of Responses, to shortlist three (3) Respondents to receive a Request for Proposals (“**RFP**”) and submit a Proposal and potentially enter into a Contract for the services discussed therein.

The purpose of the Competitive Selection Process is to identify a qualified entity (“**DB Contractor**” or “**DBC**”) with whom the District may enter into a Design-Build Agreement (“**DBA**”) to lead the design and construction of the Project.

This RFQ is not a tender or an offer or a Request for Proposals, and there is no intention by the District to make an offer by issuing this RFQ.

Capitalized terms in this RFQ are defined in Section 1.2 of this RFQ. If a capitalized term is not defined in Section 1.2 of this RFQ, it will be defined in the section of this RFQ in which it is first used.

1.2 Definitions

In this RFQ, words are defined as follows:

“**Addenda**” or “**Addendum**” means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFQ.

“**Assignment**” means the provision of Design-Build services as described in this RFQ.

“**Authorized Signatory**” or “**Authorized Signatories**” of a Respondent means the person(s) or firm(s) having the authority to legally bind the Respondent.

“**BC Bid**” means the electronic tendering service maintained by the Province of British Columbia.

“**BC Bid Website**” means the website maintained by BC Bid at www.bcbid.ca, or any replacement website.

“**Business Day**” means any day other than a Saturday, Sunday or any statutory holiday in British Columbia.

“**Change**” means a change in ownership (including by way of shareholdings, ownership of interests or units in a general or limited partnership or otherwise) of a Respondent or control or a re-designation, modification, removal, replacement, reorganization, addition, assignment or substitution of or in respect of a Key Individual.

“**Change Process**” means the process described in Section 5.6 of this RFQ.

“Chief Project Officer” or **“CPO”** means Collings Johnston Inc. (CJI). The CPO was retained to provide overall Project leadership on behalf of the District.

“Claim” 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 an entity to perform Design-Build services for the Project including, but not limited to, this RFQ.

“Conflict of Interest Adjudicator” means the Conflict of Interest Adjudicator described in Section 5.5.2 of this RFQ.

“Contact Person” means the person designated by the District on this RFQ title page.

“Data Room” has the meaning given to it in Section 2.5 of this RFQ.

“Design Build” or **“DB”** means the design and construction services provided by the Design-Build Contractor under the Design-Build Agreement.

“Design-Build Agreement(s)” means the agreement(s) between the District and the Design-Build Contractor under which the Design-Build Contractor undertakes to design and construct the Project.

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

“Disqualification” or **“Disqualified”** or **“Disqualify”** means exclusion of a Response from a Respondent by the District from this RFQ.

“District” or **“DOK”** means the District of Kitimat implementing the Haisla Bridge Replacement Project.

“Enquiry” or **“Request for Information”** or **“RFI”** has the meaning given to it in Section 4.3 of this RFQ.

“Environmental Consultant” means Hatfield Consulting LLP. The Environmental Consultant was retained by the District to provide independent advice and support with respect to the Project’s environmental needs.

“Evaluation Criteria” means the criteria defined in Section 4.1.3 and Appendix A2 used to evaluate the Responses.

“**Fairness Monitor**” means the Fairness Monitor described in Section 4.5 of this RFQ.

“**Freedom of Information and Protection of Privacy Act**” or “**FOIPPA**” has the meaning set out in Section 5.11 of this RFQ.

“**Haisla Nation Business**” means a Party that is owned or controlled by the Haisla Nation or affiliated with another entity that is owned or controlled by the Haisla Nation.

“**Highly Qualified Personnel**” or “**HQP**” are defined as individuals with university degrees at the bachelors' level and above.

“**Honorarium**” means the sum described as the Honorarium in Section 4.7 of this RFQ.

“**Key Individual**” means the specific individuals, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent’s Response. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. The following are Key Individuals:

- (a) Design-Build Director / Project Manager;
- (b) Construction Manager;
- (c) Design Lead / Coordinating Professional Engineer;
- (d) Bridge Design Lead;
- (e) Bridge Erection Lead;
- (f) Road Design Lead;
- (g) Geotechnical Lead;
- (h) Hydraulic Lead;
- (i) Quality Lead;
- (j) Environmental Lead; and
- (k) Safety Lead.

and such other individuals as may be specified as being Key Individuals in subsequent stages of the Competitive Selection Process, including the RFP stage.

“**Multi-Use Path**” or “**MUP**” means those forms of infrastructure that support multiple transportation opportunities, such as walking, bicycling, inline skating, and wheelchairs, etc.

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

“Owner’s Engineer” or **“OE”** means WSP Canada Group Ltd. and its subcontractors. The OE was retained by the District to provide independent advice and support with respect to the Project’s technical requirements.

“Party” or **“Parties”** means an individual or sole proprietorship, partnership, corporation, society, joint venture, or legal entity and any authorized legal representative thereof who are party to the Design-Build Agreement.

“Project” has the meaning set out in Section 1.1 and detailed in Section 2 of this RFQ.

“Project Team” includes representatives of the District and WD, as well as various contractor(s) or consultant(s) providing advisory services, who are collectively responsible for implementing the Project on behalf of the District.

“Preferred Proponent” means the Proponent, if any, invited by the District as part of this Competitive Selection Process to enter into negotiations with the District for a Contract to design and construct the Project.

“Proponent” means a shortlisted Respondent who is selected under this RFQ to submit a Proposal to an RFP.

“Proposal(s)” means the formal submission by a Proponent in response to an RFP as part of this Competitive Selection Process.

“Receipt Confirmation Form” means a receipt confirmation form in the form set out in Appendix B (Form B1) to this RFQ.

“Relationship Disclosure Form” means the form set out in Appendix B (Form B5) to this RFQ.

“Request for Information Form” means the form set out in Appendix B (Form B2) of this RFQ.

“Request for Proposals” or **“RFP”** means a Request for Proposals for provision of the services described in Section 4.2 of this RFQ, that may be issued to all Proponents as part of this Competitive Selection Process.

“Request for Qualifications” or **“RFQ”** means this Request for Qualifications, and includes any Addenda, issued by the District for this stage of this Competitive Selection Process.

“Respondent” means

- (a) any Party whose Respondent Team Lead has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
- (b) that submits a Response to this RFQ and includes each of the Respondent Team Members.

“Respondent Team” means the Respondent Team Lead, the Respondent’s Representative, the proposed Design-Build Contractor, and the Key Individuals.

“Respondent Team Lead” means the Respondent Team Member responsible for leading the Respondent Team throughout:

- (a) the Competitive Selection Process for the Project; and
- (b) has the authority to enter into the Design-Build Agreement with the District.

“Respondent Team Member” means a member of a Respondent Team.

“Respondent’s Representative” means the individual, identified in the Response Declaration Form (Appendix B (Form B4)), who is fully authorized to represent the Respondent in any and all matters related to its Response.

“Response” means the documentation and information, including all clarifications, rectifications, supplementary and additional information or documentation, submitted by a Respondent in response to and in accordance with this RFQ, including from and after the Submission Time in response to any request of the District.

“Response Declaration Form” refers to the form in Appendix B (Form B4).

“Restricted Party” has the meaning set out, and includes the Parties listed, in Section 5.5.4 of this RFQ.

“Security Deposit” means the sum described as the Security Deposit in Section 4.6 of this RFQ.

“Shared Use Party” means a Party described in and includes the Parties listed in Section 5.5.6 of this RFQ.

“Submission Location” means the location, as described in this RFQ, to which Responses must be submitted before the Submission Time.

“Submission Requirements” means the requirements identified in Appendix A of this RFQ.

“Submission Time” means the time and date as described in this RFQ for the submission of Responses after which no further Responses will be accepted.

“Substantial Completion” means the date when the new Haisla Bridge becomes operational and open for regular use in accordance with all applicable Project permits.

“Total Completion” means the completion of realignment of the roadway approaches, sidewalks, and utilities, completion of alternate access to adjacent properties, and demolition and removal of the existing Haisla Bridge in accordance with all applicable Project permits.

“Western Economic Diversification Canada” or **“WD”** means Western Economic Diversification Canada, the senior government sponsor funding the Haisla Bridge Replacement Project.

1.3 Interpretation

In this RFQ:

- (1) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the District, including the District’s “opinion” or any

- exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, and unfettered discretion of the District;
- (2) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
 - (3) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
 - (4) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
 - (5) the word “including” when used in this RFQ is not to be read as limiting;
 - (6) a reference to a “Party” includes a reference to the heirs, successors, executors, or other legal representatives of the Party; and
 - (7) 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.

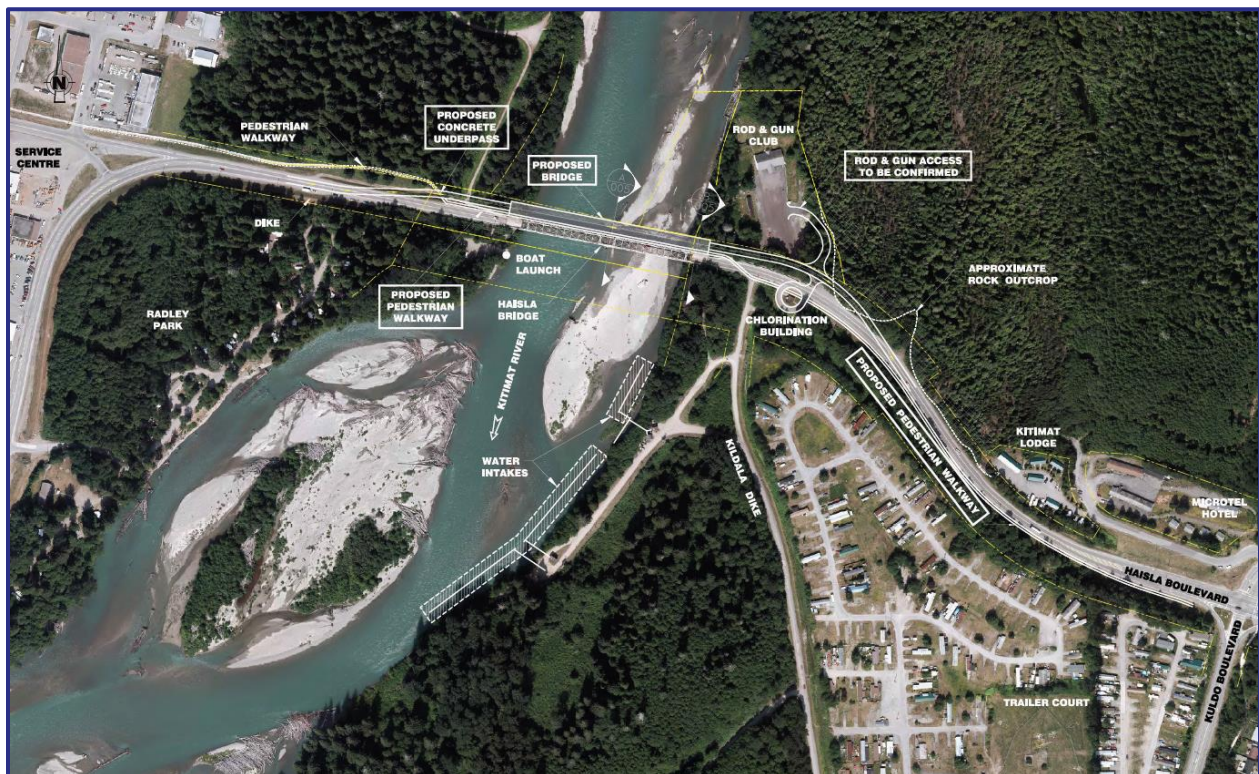
2 Project Background

2.1 The Project

The existing two-lane Haisla Bridge over the Kitimat River connects the residential and industrial communities within the District of Kitimat. The existing bridge also connects the provincial highway system to the adjacent industrial area, the West Douglas Channel and the Wedeene Forest Service Road. The existing bridge is the only crossing of the Kitimat River within the District of Kitimat. The existing bridge was constructed in 1954 and is operating at the end of its intended design life. Currently, the existing bridge requires extensive and ongoing maintenance, is inadequate for the size and weight of some cargo destined for the industrial area and presents safety concerns.

The Government of Canada has allocated \$55 million in funding to the District to cover the capital cost for the construction of a new two-lane bridge adjacent to the existing bridge and for the decommissioning of the existing bridge. It is anticipated that the new bridge will be substantially completed by the end of 2022, depending on receipt of Project permits. The funding is managed through the Western Diversification Program of Western Economic Diversification Canada (“WD”).

Figure 1. Concept Plan (2016)



The District will deliver the Project with funding from WD. A Project Oversight Committee has been established consisting of the District, WD and its representatives, Haisla Nation (formerly), and

Partnerships BC. The BC Ministry of Transportation and Infrastructure will attend as an observer, while the Chief Project Officer (“CPO”) will represent the Project Team at Project Oversight Committee meetings.

The District has procured an owner’s team, comprising a Chief Project Officer (Collings Johnston Inc.), an Environmental Consultant (Hatfield Consultants LLP), and an Owner’s Engineer (WSP Canada Group Ltd.). This team will define the Project and prepare all inputs required for procurement. A project definition report is planned to be presented to District Council in early September to mandate the release of the Design-Build RFP, a significant commercial commitment for the District. District Council will also authorize the signing of the DBA.

A private contractor or consortium (the DBC) will be procured using a DB procurement model. The DBC will be responsible for design and construction of the Project. The District has engaged with utility providers, while the DBC will be responsible for final engagement and coordinating relocation of utilities along the new bridge. The District has also engaged with regulatory agencies to submit applications for long-lead approvals / authorizations / permits, while the DBC will be responsible for short-lead approvals / authorizations / permits and environmental monitoring.

The Project is not subject to the Province of BC’s Community Benefits Agreement requirements.

2.2 Key Benefits

The key benefits of this project include:

- (1) **Safety and Emergency Services.** The Haisla Boulevard West Douglas Channel Corridor Analysis (2016) and several visual condition assessments identified various deficiencies with the existing bridge structure and the need for replacement. The new bridge will be built to modern design and safety standards. The new bridge will better connect emergency services between the community and the provincial highway network on the east and the commercial/industrial base on the west side of the Kitimat River.
- (2) **Reliability and Connectivity.** A new and robust bridge will provide consistent and reliable crossing of the Kitimat River for the community, businesses, and industry, including enhanced pedestrian and bike facilities.
- (3) **Economic Resiliency.** The Haisla Bridge connects residential areas east of the Kitimat River to the commercial (Service Center) and industrial (Rio Tinto, LNGC, et al) areas to the southwest, and is critical for a vibrant local economy. The bridge also serves as a vital conduit to port infrastructure that connects our national economy to international markets. In the event of closure or failure of the Haisla Bridge, the shortest existing alternate access to the industrial center is through an 85 km detour along the Wedeene Forest Service Road (“FSR”). This road is maintained to an FSR standard and would present capacity and safety concerns for road users.
- (4) **Traffic Capacity.** With significant development activity and the potential for increased daily traffic volumes, oversized load deliveries, and construction traffic, there is a valid concern regarding the traffic capacity of the existing bridge. The new bridge will alleviate potential constraints and bottlenecks.

2.3 Project Scope

The Project currently includes the following components:

- Design and construction of an approximately 235m four-span bridge with two spans over the river and two short end spans upstream of the existing Haisla Bridge, complete with Multi-Use Path;
- Realignment of the roadway approaches and sidewalks;
- Realignment of utilities (storm, sanitary, water, power, communications, and natural gas) along the new bridge;
- Design and construction of alternate access to effected properties;
- Traffic management during construction to maintain access across the existing Haisla Bridge and to adjacent properties for all transportation modes; and
- Demolition and removal of the existing Haisla Bridge and approach access.

Concept drawings from the Business Case are provided in the Data Room. It is noted that some changes to the concept design and project requirements from the Business Case have occurred.

2.3.1 Environmental Conditions and Permitting

The Haisla Bridge crosses the Kitimat River approximate 8 km upstream from the Kitimat Arm / Douglas Channel. The Kitimat River has well documented fish populations and contains all five species of salmon which is also enhanced by the Kitimat River Hatchery (for chinook, coho, chum, steelhead, and cutthroat trout populations).

Based on an initial review of the Project's conceptual design and the relevant environmental acts and regulations, the main environmental approvals / permits / authorizations associated with the Project include:

- A request for review or an authorization will be required under the Canada *Fisheries Act*, administered by the Department of Fisheries and Oceans;
- A change approval will be required under s. 11 of the British Columbia *Water Sustainability Act*, administered by the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (MFLNRORD); and
- An application will be required under the Canada *Navigable Waters Protection Act*, administered by Transport Canada.

The Project Team is also considering the feasibility of acquiring land north of the current bridge parcel to allow for fill slopes to be built.

Given the Project scope, it is not anticipated that the Canada *Impact Assessment Act* and provincial British Columbia *Environmental Assessment Act* will apply.

The Project Team is currently engaging with regulators and preparing required documentation. At this time, we expect to receive these approvals / permits / authorizations by the first quarter of 2021. Permit conditions are likely to constrain design, timing windows, and construction methodologies.

Depending of the proposed design and methodology, the DBC will likely be responsible for obtaining further approvals / permits / authorizations such as (but not limited to) a Section 10 Water Use Approval (*Water Sustainability Act*, MFLNRORD), Fish Collection Permit and General Wildlife Permit (*Wildlife Act* MFLNRORD), etc.

2.3.2 Archaeological Conditions

The Project Team has undertaken an Archaeological Overview Assessment and will be conducting an Archaeological Impact Assessment under a *Heritage Conservation Act* Section 12.2 heritage inspection permit. This includes identifying areas of archaeological concern and archaeological potential. The DBC is expected to be responsible for implementing an appropriate archaeological chance finds procedure during construction. The resolution of a chance find during construction is expected to be a compensation event to the DBC.

2.3.3 Known Site Conditions and Reference Concept Development

The OE is currently developing a reference concept design for inclusion in the RFP documentation. At this time, the Project is aware of the following important considerations:

- **Bridge Land Parcel:** The Project is constrained by the existing crown-municipal land parcel crossing the river. The final property boundaries will be a prescribed design parameter for the DBC.
- **Kitimat Rod and Gun Club:** The District is currently in discussions with this landowner and expects to acquire the required property by the fall of 2020.
- **Geotechnical Conditions:** The District has conducted geotechnical site investigations to supplement existing information. This involves a test hole at each shore abutment, and a test hole mid-river near the existing pier. This information is planned to be made available to Proponents at the RFP stage. The DBC is anticipated to be responsible for ground conditions, including design and construction risks.
- **Hydrological Conditions:** The District is conducting hydrological investigations to inform the design. The DBC is anticipated to be responsible for all hydrological design and construction considerations within the requirements prescribed in the RFP.
- **Utility Accommodation:** The Project Team is expecting to provide initial engagement with utility providers, while the DBC will be responsible for final coordination of utilities relocation from the existing to the new bridge. Utilities are likely to include municipal utilities (storm, sanitary, water, street lighting), power (potential for relocation of BC Hydro assets onto the new bridge), communications, and natural gas.

- **Traffic Accommodation:** The DBC is expected to be responsible for maintaining vehicle, pedestrian, and bicycle traffic across the existing bridge and to adjacent properties for the duration of construction.
- **Labour Availability (COVID-19 and competing projects):** COVID-19, plus current and upcoming projects in the region, such as LNG projects and associated pipeline projects, are likely to have an impact on the Project. This may include impacts on labour, camp space, equipment, etc. It is expected that the DBC will be responsible for the provision of labour, materials, and equipment. Worker accommodation and camp space requirements will be addressed in the RFP.
- **Constructability and the Kitimat River:** The Kitimat River’s flow is known to fluctuate with local rainfall events, limiting accessibility of the riverbed. The river is environmentally sensitive and the DBC’s design and construction will be heavily constrained by requirements in the environmental permits.

2.4 Anticipated Project Schedule

The following table outlines preliminary key Project milestones. This schedule is subject to third party regulatory approvals and these dates may be adjusted during the Competitive Selection Process.

Table 1. Anticipated Project Schedule

Activity	Anticipated Dates
Issue RFQ for DB Services	August 6, 2020
Information Meeting	August 12, 2020
RFQ for DB Services Closed	September 10, 2020
Shortlist Qualified Respondents / Issue RFP for DB Services	Early October 2020
RFP for DB Services Closed	January 2021
Notice of Award / Select Preferred Proponent for DB Services	February 2021
Substantial Completion	December 31, 2022
Total Completion	March 31, 2023
Project Closeout	June 30, 2023

This schedule is subject to change at the discretion of the District and regulatory approvals.

2.5 Data Room

The District has established an electronic Data Room in which it has placed documents in the possession of the District that the District has identified as being relevant to the Project, and that may be useful to Respondents. The District does not make any representation as to the relevance, accuracy, or completeness of any of the information available in the Data Room.

The Data Room is based on Microsoft Office 365 (SharePoint). Respondents are solely responsible for ensuring that they have software which allows them access and use any information in the Data Room.

Access to the Data Room and further information relating to, but not forming part of or amending, this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form provided in Appendix B (Form B1).

At any time during the Competitive Selection Process, the District may update information in the Data Room, including by adding, supplementing, replacing, or modifying information. Although the District will attempt to notify Respondents of all updates, Respondents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Respondents is the most current, updated information. In the event of a conflict or inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the electronic conformed version of the RFQ in the custody and control of the Province will govern and take precedence.

3 General Scope of Work

3.1 Summary of Anticipated Design and Construction Scope

The DBC will enter into a DBA with the District and will serve as the single point-of-contact for the District for all purposes under the DBA. The DBC will be required to carry out all aspects of design and construction in accordance with the DBA.

A summary of the design and construction scope is provided below. This summary should not be considered exhaustive in terms of design and construction responsibilities or complete in terms of the scope, all of which will be fully described in the DBA.

- Develop and manage scope, schedule, cost, quality, health and safety, environmental, and communications programs;
- Obtain necessary approvals / permits / authorizations, including those required pursuant to applicable federal and provincial regulatory requirements and legislation as outlined in the DBA;
- Site preparation activities, as well as supply of all labour, materials, and equipment;
- Earthworks and grade construction, including erosion and sediment controls;
- Design and construction of an approximately 235m four-span bridge upstream of the existing Haisla Bridge, including foundations, piers, abutments, approach embankments, retaining structures, bridge deck, parapets, drainage, utilities, lighting and signage, and Multi-Use Path;
- Integrate the Multi-Use Path with the Kitimat trail network and providing gravel pathways to Radley Park on the west side and the Rod and Gun Club on the east side;
- Design and construction of the roadway approaches and sidewalks, including roadworks required to accommodate the Project;
- Coordination, accommodation, and relocation of utilities (storm, sanitary, water, power, communications, and natural gas) along the new bridge;
- Preserving accessible residential and commercial access along the Haisla Boulevard and construction of alternate access to effected properties, where applicable;
- Traffic management during construction to maintain access across the existing Haisla Bridge for all transportation modes;
- Communications and engagement with the public and other stakeholders with respect to construction activities;

- Demolition and removal of the existing Haisla Bridge and approach access;
- Disposal of excavated material; and
- Achieve Substantial Completion by December 31, 2022 and Total Completion by March 31, 2023.

3.2 Haisla Nation

The Project is supported by the Haisla Nation and their participation in the Project is expected in the following roles:

- (1) As an advisor to the Project Team by providing input to field programs and reviewing environmental reports and permit applications; and
- (2) As a participant, or Respondent Team Member, in this Competitive Selection Process. It is anticipated that the DBC will be responsible for providing training, employment, and contract opportunities to Haisla Nation Businesses. Therefore, the District is asking Respondents, within the Evaluation Criteria found in Appendix A2, to describe how an effective working relationship will be established and maintained with the Haisla Nation during the Assignment, including how the Haisla Nation Businesses can be integrated into the Respondent Team.

The RFP is expected to require limited participation by Haisla Nation Businesses in the DBC's works. These companies can be viewed here: <https://haisla.ca/economic-development/partnerships/>.

Haisla Nation representatives have previously attended Project Oversight Committee meetings. If Haisla Nation representatives attend future Project Oversight Committee meetings, they will be required to sign a Confidentiality and Fairness Agreement. This agreement will restrict the Haisla Nation representatives on the Project Oversight Committee from sharing, directly or indirectly, any information provided by or to the Project Oversight Committee that is not made available to all Respondents.

3.3 Worker Accommodation

Restrictions may apply on DBC staff renting homes in Kitimat. The District expects to confirm this in the RFP.

4 Competitive Selection Process

This section describes the Competitive Selection Process that the District expects to implement in selecting a Preferred Proponent. The anticipated Competitive Selection Process includes RFQ and RFP stages. The anticipated timeline for the Competitive Selection Process is set out in Section 2.4 (Table 1) of this RFQ.

4.1 Request for Qualifications

The RFQ stage is expected to result in a shortlist of three Proponents, at the discretion of the District. The shortlist is intended to include those Respondents who have successfully demonstrated, to the satisfaction of the District, that they are the best qualified Respondents based on the criteria described in this RFQ. Only Respondents who have delivered a fully completed Response will be eligible to be shortlisted to proceed to the RFP stage of the Competitive Selection Process, upon invitation from the District.

4.1.1 Information Meeting

The District intends to hold a video conference information meeting to introduce the Project shortly after issuance of the RFQ. Respondents wishing to attend should complete and submit a Receipt Confirmation Form provided in Appendix B (Form B1) for further details. Participation will not be mandatory, and minutes will not be prepared or circulated; however, the District may share presentation materials with Respondents via the Data Room. No information from the meeting may be relied upon unless set out in an Addendum or a response to an Enquiry.

4.1.2 Submission Time and Location

Responses must be submitted in accordance with the requirements of Appendix A of this RFQ and received at the Submission Location before the Submission Time indicated in the Summary of Key Information.

Responses received after the Submission Time will not be considered.

4.1.3 Submission Requirements and Evaluation Criteria

The evaluation team will evaluate the Responses in accordance with the Submission Requirements and Evaluation Criteria described in Appendix A to determine the Respondent's experience and capability to provide the Design-Build services.

The Submissions Requirements and Evaluation Criteria are provided in Appendix A.

4.1.4 Financial Evaluation

Financial capability of the Respondents will be evaluated as a pass/fail based on their ability to obtain bonding and insurance for the Project, as well as evidence of the financial capacity of the Respondents to carry out the Project. Appendix B (Forms B6, B7, and B8) identifies letters from sureties and insurers that will assist the evaluation team in this portion of the evaluation.

4.1.5 Evaluation Process

To assist in evaluating the Responses, and in determining their suitability, acceptability, and credibility, the District may, but is not required to:

- (1) conduct reference checks with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers, whether contained in the Response or not, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- (2) rely on and consider any information received from any source it considers reliable, including references not provided by the Respondent;
- (3) seek clarification or further information from any or all Respondents; and
- (4) request interviews/presentations with any or all Respondents to clarify any questions and/or considerations based on the information included in Responses during the evaluation process.

In addition, if any Response contains a defect or irregularity, or fails in some way to comply with any requirement of this RFQ that can be remedied without providing an unfair advantage to one or more of the Respondents, the District may request clarification from the Respondent.

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

- (1) considers the Response to be incomplete; or
- (2) considers that the Respondent or Response, as compared to all the Respondents and Responses, is not in contention to be shortlisted.

The District may disregard any experience, capacity or other information contained in any Response that is not verifiable to the satisfaction of the District.

4.1.6 Notification of Success

A written notice to the Respondent's Representative, as identified in the Response Declaration Form provided in Appendix B (Form B4), is the only valid form of notification of success.

4.1.7 Debriefing

Representatives of the District will, upon request, be available to meet using video conferencing technology with unsuccessful Respondents and provide them with a debriefing to discuss the strengths and weaknesses of that Respondent's Response. The Respondent's score and relative ranking will not be shared with Respondents during the debriefing.

4.2 Request for Proposals

The District anticipates implementing an RFP stage during which the District may seek to select a Preferred Proponent who may be offered the opportunity to enter into the Design-Build Agreement.

At this time, the District is considering evaluation of Proposals at the RFP stage using a technical pass/fail followed by a financial evaluation. It is anticipated that the Preferred Proponent will submit a technically compliant Proposal with the lowest price.

4.2.1 Technical Submission

The District anticipates that the technical submission during the RFP stage will include the following:

- (1) a preliminary design in sufficient detail to demonstrate that specifications and requirements set out in the RFP will be met or exceeded; and
- (2) the Proponent’s management approach to items including safety, quality, construction, key risks, traffic, environment, and communications.

4.2.2 Financial Submission

The District anticipates that the financial submission during the RFP stage will be submitted at the same time as the technical submission. After review and acceptance (or rejection) of all technical submissions, the District may open and consider the financial submission of Proponents whose technical submissions have met the District’s technical Evaluation Criteria. Financial submissions will be handled and opened in a manner deemed fair by a Fairness Monitor. Proponents may be asked to prepare their financial submission on the basis of:

- (1) the technical submission, including any further information and documentation provided by the District in accordance with the RFP; and
- (2) the definitive Design-Build Agreement without amendment.

After the submission time during the RFP stage, Proponents will not be permitted to change, supplement, or clarify any information provided in or omitted from the financial submission, unless the District wishes to seek clarification or further information from any or all Proponents. The item prices and contract price that are submitted by the Proponent in accordance with the RFP will be deemed to be the basis of the Proponent’s offer and will be binding on the Proponent.

4.3 Enquiries / Requests for Information

Respondents are asked to use the Request for Information Form template provided in Appendix B (Form B2). Enquiries to the Contact Person should clearly state “Haisla Bridge Replacement Project – Request for Qualifications – Design-Build Services” in the subject line of the email.

All enquiries related to this RFQ are to be directed, in writing, to the Contact Person at the email address on the front cover of this RFQ and must be received prior to 2:00 PM (Pacific Standard Time) on the day

that is five (5) Business Days before the Submission Time of this RFQ to permit consideration by the District. No phone call enquiries will be accepted.

Enquiries to, and responses from, the Contact Person may, at the discretion of the District, be distributed to all Respondents that have completed and returned the Receipt Confirmation Form provided in Appendix B (Form B1). The District reserves the right not to respond to any Enquiry made by a Respondent.

A Respondent may request that a response to an Enquiry be kept confidential if the Respondent considers the Enquiry to be commercially sensitive. If the District decides that a confidential Enquiry must be distributed to all Respondents, then the District will permit the enquirer to withdraw the Enquiry rather than receive a response.

The District is not responsible for any error that may occur from submission of enquiries.

4.4 Addenda

Written Addenda are the only means of amending or clarifying this RFQ. Only the District through the Contact Person, is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the District is authorized to amend or clarify this RFQ. The District may, in its discretion through the Contact Person, and with notice in writing to interested parties, amend or clarify the terms or contents of this RFQ before the Submission Time. The District, through the Contact Person, will make reasonable efforts to deliver each Addendum to all such interested parties by issuing notices to the Respondent's Representative identified on the Receipt Confirmation Form in Appendix B (Form B1).

The District makes no guarantee of timely delivery of any Addenda to any Respondent. All subsequent information regarding this RFQ, including changes made to this document, will be posted on the BC Bid Website. It is the sole responsibility of the Respondent to check for amendments and additional information on the BC Bid Website.

4.5 Fairness Monitor

The District has appointed Jane Shackell, Q.C. as Fairness Monitor to act as an independent observer with respect to fairness of this Competitive Selection Process. The Fairness Monitor will be:

- (1) provided full access to all documents, information, and meetings related to this Competitive Selection Process; and
- (2) kept fully informed by the District of all documents and activities associated with this Competitive Selection Process.

At the end of the RFQ and RFP stages, the Fairness Monitor will provide written reports with an opinion as to the fairness of this Competitive Selection Process.

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

4.6 Security Deposit

No deposit is required to submit a Response. If selected as a Proponent, and prior to receiving the RFP, the shortlisted Proponents are expected to be required to provide:

- a Security Deposit to the District in the amount of \$50,000 in the form of a bank draft, certified cheque, or money order; and
- a written undertaking to the District stating that it will submit a Proposal in the RFP stage.

The Security Deposit will be refunded to the unsuccessful Proponents upon submission of a Proposal that complies with the requirements of the RFP. The Security Deposit may be forfeited if the Proponent does not submit a Proposal that is compliant with the requirements of the RFP.

4.7 Compensation for Participation in Competitive Selection Process

No compensation will be available to Respondents for participating in the RFQ stage of the Competitive Selection Process. Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including costs of providing information requested by the District, attendance at meetings, and conducting due diligence.

If the Competitive Selection Process is completed, and a DBA is executed and delivered, it is anticipated that an Honorarium will be available to each Proponent, participating in the RFP stage with a bona fide Proposal, that is not selected as the Preferred Proponent, subject to the terms and conditions described in the DBA. While the District continues to define the Project parameters, opportunities to vary from the reference concept design may be limited due to property and permitting requirements. As such, the amount available to each Proponent will be defined during the RFP stage. If the Competitive Selection Process is cancelled after the release of the RFP, it is anticipated that a portion of this Honorarium will be available to the Proponents.

5 RFQ Terms and Conditions

5.1 Agreement to Terms and Conditions

By submitting a Response to this RFQ, the Respondent agrees to be bound by the provisions of this RFQ, including all terms and conditions and any and all Addenda.

5.2 Eligibility

Any interested Party, or Parties, may submit a Response to this RFQ.

5.3 No Obligation to Proceed

The District is not obligated to accept a Response where, at the discretion of the District:

- (1) background investigations reveal:
 - (a) any false statements in the Response; or
 - (b) any criminal affiliations or activities by the Respondent, where such affiliations or activities would, in the sole opinion of the District, interfere with the integrity of the Competitive Selection Process.
- (2) the Response does not comply with the requirements of this RFQ unless it can be remedied or satisfactorily clarified; or
- (3) the Response includes a false or misleading statement, claim, or information.

5.4 No Invitation to Tender

This RFQ is not an invitation to tender and does not commit the District in any way to select a Respondent or a Design-Build Contractor, or to proceed to negotiations for a Contract, or to award any Contract, and the District reserves the complete and absolute right, at any time and for any reason, to reject all Responses, and to terminate this RFQ process without compensation to any Respondent. No contractual obligations whatsoever will arise between the District and any Respondent until and unless the District and a Respondent enter into the formal, written Contract.

5.5 Relationships

5.5.1 Relationship Disclosure and Review Process

Without limiting any other provision of this RFQ, the District may, at its discretion, notify any Respondent that it is or has become ineligible to participate in or continue participating in the RFQ stage or any other part of the Competitive Selection Process where the District, at its discretion, considers that the Respondent or any of its Respondent Team Members has an actual or perceived conflict of interest or unfair advantage or to have a relationship that has the potential for creating an actual or perceived conflict of interest or unfair advantage.

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

- (1) by submission of a completed and executed Relationship Disclosure Form provided in Appendix B (Form B5) with the Respondent's Response; and
- (2) thereafter during the Competitive Selection Process, by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

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 District at its discretion may require in connection with the District's consideration of the disclosed relationship and proposed measures.

5.5.2 Conflict of Interest Adjudicator

The District plans to appoint a Conflict of Interest Adjudicator to make decisions on conflicts of interest and unfair advantage and other relationships involving participants and prospective participants in the Competitive Selection Process, including whether any Party is a Restricted Party. The decision of the Conflict of Interest Adjudicator on any issue, whether in response to a request for advance ruling or a request by the District during any stage of the Competitive Selection Process, is final and binding on the Party requesting the ruling and on all other Parties, including all Respondents and Respondent Team Members.

5.5.3 Advance Rulings

5.5.3.1 Respondent 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 becomes aware of circumstances that may constitute or give rise to an actual, potential or perceived conflict of interest or unfair advantage is to request an advance ruling from the Conflict of Interest Adjudicator.

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

- (1) names and contact information of the Respondent and the Party in respect of which the advance ruling is requested;

- (2) a detailed description of the relationship that may constitute or give rise to an actual, potential or perceived conflict of interest or unfair advantage;
- (3) 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
- (4) copies of any relevant documentation.

If any Party, including any Respondent or current or prospective Respondent Team Member or contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, becomes a Restricted Party, it may be listed in an Addendum to this RFQ or in subsequent Competitive Selection Process documents as a Restricted Party.

5.5.3.2 District Request for Advance Rulings

The District may independently seek advance rulings from the Conflict of Interest Adjudicator if Parties who may be Restricted Parties, or if actual, potential or perceived conflicts of interest or unfair advantage are brought to or otherwise come to the attention of or are identified by the District. If the District seeks an advance ruling it will endeavor to provide the Conflict of Interest Adjudicator with relevant information in its possession, including relevant information in its possession about the participation of the subject Party in the Project or other circumstances that may render such Party a Restricted Party. The District will give notice to the Party that is the subject of the request for an advance ruling so that it can make its own submission to the Conflict of Interest Adjudicator.

5.5.4 Restricted Parties

A Restricted Party is a Party that has participated in or been involved in, or is currently participating in or involved in, the planning, design, or implementation of the Project, or a Party that has any other relationship with the District, and as a result, has an actual or perceived conflict of interest or may provide a material unfair advantage to any of the Respondents or may provide Confidential Information to any of the Respondents that is not, or would not reasonably be expected to be, available to the other Respondents.

The following Parties are considered Restricted Parties and are not permitted to provide a Response:

- BASIS Engineering Ltd.;
- Charter Project Delivery Inc.;
- Collings Johnston Inc.;
- Klohn Crippen Berger Ltd.;
- E. Wolski Consulting Inc.;
- Hatfield Consultants LLP;
- Lachmann Environmental Consulting;

- Lidstone & Company;
- Miller Thomson LLP; and
- WSP Canada Group Ltd.

Additional parties may be identified by the District as Restricted Parties by being added to the list during the Competitive Selection Process.

5.5.5 Exclusivity

Unless permitted by the District in its discretion or permitted as a Shared Use Party, each Respondent will ensure that no member of its Respondent Team, including 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 District reserves the right to Disqualify the Respondent, or to permit the Respondent to continue and impose such conditions as may be required by the District. Each Respondent is responsible, and bears the onus, to ensure that the Respondent and each member of its Respondent Team does not contravene the foregoing.

5.5.6 Shared Use Parties

Shared Use Parties may enter into arrangements with any and all Respondents but may not enter into exclusive arrangements with any Respondent and a Respondent may not enter into exclusive arrangements with any Shared Use Party. Shared Use Parties include Parties who have unique or specialized information or skills such that the District considers at its discretion their availability to all Respondents to be desirable in the interests of the Competitive Selection Process.

The following Party is considered a Shared Use Party:

- Northwest Hydraulic Consultants Ltd.

The District may, from time to time, identify and add Parties to the list of Shared Use Parties.

5.6 Changes

5.6.1 Changes to Respondents and Respondent Teams

Changes to a Respondent or any of its Respondent Team Members may only be made with the express written consent of the District. If, for any reason, such a Change occurs, or a Respondent has knowledge that such a Change is likely to occur, the Respondent will promptly deliver a written request to the District for its consent to the Change.

The Respondent will include in such written request the reason for the proposed Change(s) and sufficient information and documentation to convey the suitability, knowledge, skills, experience, qualifications, and abilities of the Respondent Team Member(s) involved to demonstrate that the proposed Change, if consented to by the District, would result in the Respondent meeting or exceeding, in the sole opinion of the District, the suitability, knowledge, skills, experience, qualifications, and abilities of the Respondent Team Member(s) before the proposed Change. The Respondent will provide

such further information and documentation as the District may request in the District’s discretion, and any such additional information and documentation may, in the discretion of the District, be included in the evaluation of the Respondent’s Response.

The District may, in its discretion and by written notice, consent or decline the proposed Change. Any consent of the District may be on such terms and conditions as the District may consider appropriate. If the Respondent undergoes a Change to which the District does not consent, in the District’s discretion, it may Disqualify a Respondent as a result of such a Change.

5.6.2 Changes to Proponents and Proponent Teams

The RFP will include a process consistent with that set out in Section 5.6.1 requiring that Changes to a Proponent or any of the members of its team in connection with the Proposal (which team will be defined in the RFP and will include, without limitation, the Respondent Team Members) may only be made with the express written consent of the District and that the District, at its discretion, may consent or decline any such Change, subject to such terms and conditions as the District at its discretion may consider appropriate.

5.7 Limitation of Damages

Each Respondent, by submitting a Response, agrees that:

- (1) if any or all Responses are rejected, or the Assignment or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Assignment or modification of this RFQ or both), neither the Contact Person or the District nor any of its elected officials, employees, advisors, or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including, but not limited to, costs of preparation of the Response, loss of anticipated profits, loss of opportunity, or for any other matter;
- (2) the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, against the Contact Person and the District and its elected officials, employees, advisors, and representatives if the Respondent is rejected or Disqualified or is not successful in being awarded the Assignment or executing a Contract in the Competitive Selection Process, or for any other reason; and
- (3) with respect to circumstances not listed in the foregoing subsections (1) and (2), the Respondent will not make any Claim against the Contact Person or the District or its elected officials, employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Response for any matter relating to this RFQ, the Assignment or the Competitive Selection Process.

Under no circumstances, including the cancellation of this RFQ and/or the decision not to proceed with the Competitive Selection Process, will the Contact Person or the District or its elected officials, employees, advisors or representatives be liable for any costs incurred by Respondents.

5.8 Reservation of Rights

The District reserves the right, in its discretion, to:

- (1) amend the scope of the Project or Assignment, modify, cancel or suspend this RFQ process at any time for any reason;
- (2) accept or reject any Response;
- (3) waive any defect or irregularity in a Response and accept that Response;
- (4) not accept any or all Responses;
- (5) reject or Disqualify any or all Responses without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (6) re-advertise for new Responses, call for tenders, or enter into negotiations and contract for the Assignment or for work of a similar nature;
- (7) make any changes to the terms of the Project described in this RFQ;
- (8) negotiate any and all aspects of Responses; and
- (9) amend, from time to time, any date, time period or deadline provided in this RFQ, upon written notice to all Respondents.

5.9 Communications

The following provisions shall apply to any communications with the Contact Person, or the delivery of documents to the Contact Person:

- (1) Fax communications will not be accepted;
- (2) The District does not assume any risk or responsibility or liability whatsoever to any Respondent:
 - (a) for ensuring that any electronic email system being operated by or for the Respondent is in good working order, able to send or receive transmissions, or not engaged in receiving other transmissions such that a Respondent's transmission cannot be received; and/or
 - (b) if a permitted email communication or delivery is not received by the District, or received in less than its entirety, within any time limit specified by this RFQ.
- (3) all permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

5.9.1 No Unauthorized Communication

Respondents and/or any other interested parties must not attempt to communicate, or actually communicate, directly or indirectly, on matters related to this Competitive Selection Process with any representative of the District, elected officials, or any other government employees who are involved in the Project or the Competitive Selection Process.

To ensure that all public information generated about this Competitive Selection Process or the Project is fair and accurate, all public information generated in relation to this Competitive Selection Process or the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of, the District.

Respondents are not to communicate, including by media releases, interviews or web or social media postings and are to ensure their Respondent Team Members, including their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and all other Parties 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 District is obtained.

Respondents are to promptly notify the District 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 Parties associated with any of them.

5.9.2 No Lobbying

Respondents will not engage in any form of political or other lobbying whatsoever with respect to this Competitive Selection Process, or otherwise attempt to influence the outcome of the Competitive Selection Process. If any such lobbying or communications occur, the District, at its discretion, may at any time, but not be required to, reject any Response by that Respondent without further consideration, and either terminate that Respondent's right to continue participating in the Competitive Selection Process, or impose such conditions on that Respondent's continued participation in the Competitive Selection Process as the District, at its discretion, may consider in the public interest or otherwise appropriate.

5.9.3 No Collusion

Respondents, their Respondent Team Members and any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Parties 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 Parties 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.

5.10 Ownership of Responses

All documents, including Responses, submitted to the District become the property of the District. They will be received and held in confidence, subject to the provisions of the Freedom of Information and Protection of Privacy Act (“**FOIPPA**”).

5.11 BC Freedom of Information and Protection Privacy Act

All documents and other records in the custody of, or under the control of, the Contact Person and the District are subject to FOIPPA and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential.

By submitting a Response, the Respondent represents and warrants to the District that the Respondent has complied with applicable laws, including by obtaining from each Party any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the District as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

The BC FOIPPA can be accessed as follows:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

5.12 Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFQ requires Respondents to provide the District with personal information of employees who have been included as resources in response to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents are to specify that the personal information may be forwarded to the District for the purposes of responding to this RFQ and use by the District for the purposes set out in this RFQ. The District may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made; Respondents will immediately supply such originals or copies to the District.

5.13 Receipt of Complete RFQ

Respondents are responsible to ensure that they have received the complete RFQ as listed in the table of contents of this RFQ. Submission of a completed Receipt Confirmation Form in Appendix B (Form B1) by a Respondent constitutes a representation by that Respondent that it has verified receipt of a complete RFQ. Each and every Response is deemed to be made on the basis of the entire RFQ issued prior to the Submission Time. The District does not accept responsibility for any Respondent lacking any information.

5.14 Receipt Confirmation Form

A Receipt Confirmation Form in the form attached as Appendix B (Form B1) is to be completed, executed, and delivered to the Contact Person by parties who wish to receive access to the Data Room and further information relating to this RFQ. The Data Room and further information relating to this RFQ, including any Addenda, will only be directed to Respondents who have completed and returned a Receipt Confirmation Form.

5.15 Response Declaration Form

A Respondent is required to complete the Response Declaration Form, substantially in the form attached as Appendix B (Form B4) or as otherwise acceptable to the District’s discretion and should include the completed form as part of its Response. The Response Declaration Form is to be executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent’s Representative.

5.16 Disclosure and Transparency

The District is committed to an open and transparent Competitive Selection Process while understanding the Respondents’ need for protection of confidential commercial information. To assist the District in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavor.

During this stage of the Competitive Selection Process the District expects to disclose: this RFQ document, the number of Respondents, and the names of Respondents.

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior approval of, the District.

Respondents will notify the District of any and all requests for information or interviews received from the media.

Respondents will ensure that all members of the Respondent Team and all others associated with the Respondent also comply with these requirements.

5.17 Revisions to Responses Prior to the Submission Time

Respondents may revise their Responses, including withdrawing their Responses, in accordance with this RFQ. Revisions:

- (1) must be received at the Submission Location before the Submission Time;
- (2) must be submitted in accordance with the Submission Requirements in Appendix A; and
- (3) must be clearly marked “Revision to Haisla Bridge Replacement Project RFQ Response of [Respondent’s name]”.

Revisions received after the Submission Time will not be considered.

Appendix A: Submission Requirements and Evaluation Criteria

Appendix A1: Submission Requirements

Responses are to be submitted electronically in the form of a searchable, bookmarked PDF attachment to an email addressed to the Contact Person. 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.

Each Response should:

- (1) include the name of the Respondent and the Respondent's Representative, phone number, email address, and a return address;
- (2) be clearly identified as "Haisla Bridge Replacement Project – Request for Qualifications – Design-Build Services";
- (3) be addressed to the Contact Person;
- (4) be submitted in English. Any portion of a Response not in English may not be evaluated;
- (5) be submitted on 8.5" x 11" pages with normal (1") margins on all four (4) sides, minimum of single space between lines, with single blank lines between paragraphs, and using Arial font size 11 or larger;
- (6) be limited to 100 pages, excluding the title page and Sections 1, 2, and 7 of Appendix A2 (Evaluation Criteria). Any pages submitted beyond the specified limits may be disregarded, at the discretion of the District. Additional or unsolicited information provided in the Response may also be disregarded, at the discretion of the District; and
- (7) be in the form and follow the outline described in the Evaluation Criteria. 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 the table that is sufficiently comprehensive and responsive to enable the District to apply the Evaluation Criteria.

Appendix A2: Evaluation Criteria

Responses will be evaluated by representatives of, and advisors to, the District based on the best overall value including quality, service, experience, and any other relevant criteria as determined by the District in its sole and absolute discretion as set out in this RFQ. The Respondent will be evaluated based on the content of their written submission to this RFQ. In evaluating the submissions, attention shall be paid specifically to the table below.

Section	Title	Content Requirements	Score
1	Respondent Information		Pass/Fail
1.1	Transmittal Letter	Provide a Transmittal Letter to summarize key elements of the Response.	-
1.2	Respondent Team	<p>Provide the following:</p> <ul style="list-style-type: none"> (a) A table with the legal name and address of the entity or entities comprising the Respondent Team. Identify the Respondent Team Lead and indicate the role of each Respondent Team Member (e.g. Design-Build Contractor, Design firm(s), etc.); (b) An organization chart, at the corporate level, describing all of the proposed contractual and partnership relationships among the Respondent Team Members and the entities comprising each; (c) A table listing the Key Individual's. Indicate the Key Individual's name, their company name, and their role(s) and responsibilities. (d) An organizational chart showing the Key Individuals comprising the Respondent Team and lines of reporting responsibility. 	-
1.3	Contact Information	<p>Provide the name and contact information for the Respondent's Representative including:</p> <ul style="list-style-type: none"> (a) Name; (b) Company name; (c) Mailing/courier address; (d) Telephone number; and (e) Email address. <p>The Respondent's Representative will be the only person to receive communication from the Contact Person regarding this RFQ.</p>	-

Request for Qualifications – Design-Build Services
Haisla Bridge Replacement Project

Section	Title	Content Requirements	Score
2	Key Individuals' Resumes	<p>Provide the resume, including name, professional qualifications, education, and relevant experience for each Key Individual. Confirm the availability (as a percentage of time) of each Key Individual for the Project.</p> <p>The experience described may include projects that are not Nominated Projects. Relevance of experience and capability is assessed based on the extent to which the size, scope complexity, location, context, and risk characteristics of projects previously undertaken by the Key Individual are aligned with the Haisla Bridge Replacement Project.</p>	25
2.1	Design-Build Director / Project Manager	As above.	-
2.2	Construction Manager	As above.	-
2.3	Design Lead / Coordinating Professional Engineer	As above.	-
2.4	Bridge Design Lead	As above.	-
2.5	Bridge Erection Lead	As above.	-
2.6	Road Design Lead	As above.	-
2.7	Geotechnical Lead	As above.	-
2.8	Hydraulic Lead	As above.	-
2.9	Quality Lead	As above.	-
2.10	Environmental Lead	As above.	-
2.11	Safety Lead	As above.	-
3	Project Understanding and Vision		15
3.1	Project Overview and Key Risks	The Respondent should provide a description of this Project and the Assignment sufficient to demonstrate its understanding of the role. Accordingly, the Respondent may identify the top opportunities, risks, and challenges for successfully completing the Scope of Work described in this RFQ.	-

Request for Qualifications – Design-Build Services
Haisla Bridge Replacement Project

Section	Title	Content Requirements	Score
3.2	Approach to Working with the District	Describe how an effective working relationship will be established and maintained with the District during design and construction.	-
3.3	Haisla Nation Involvement	Describe how an effective working relationship will be established and maintained with the Haisla Nation during design and construction, including how Haisla Nation Businesses may be integrated into the Respondent Team.	-
4	Corporate Design-Build Experience		25
4.1	References	Provide the name, title, employer, and contact information (phone number and email address) for references from a minimum of three of the five Nominated Projects. Confirm that each reference: (a) is aware their name is being provided; (b) is willing to provide a reference to the District; and (c) served as project lead, or had executive approval authority, on behalf of the owner for the referenced project.	-
4.2	Nominated Projects	Submit a maximum of 5 Nominated Projects using Form B3: Nominated Projects Form. Nominated Projects are projects undertaken in the past 8 years in which Respondent Team Members performed project management, design, construction or other roles and are demonstrated to be relevant to the Project. Relevance of experience and capability is assessed based on the extent to which the size, scope complexity, location, context, and risk characteristics of projects previously undertaken by the Respondent Team Members are aligned with the Haisla Bridge Replacement Project. Projects where the Respondent Team Members managed relationships with stakeholders in the Northwest / Coastal regions of British Columbia are considered most relevant. Design-Build projects are considered more relevant than Design-Bid-Build, Construction Management, or similar procurement methodologies.	-
5	Technical Expertise	Respondents will be evaluated on their expertise and capability to design and build a project of this size, scope complexity, location, context, and risk characteristics. Respondents should demonstrate evidence to support this expertise and capability, which may include recent Design-Build or relevant procurement methodologies; experience working in Kitimat, Northwest / Coastal regions of British Columbia, or areas with similar climates; innovation on road and bridge projects, especially working in sensitive riverbeds; safety record; incorporation of quality management systems; integration of environmental mitigation and protection; familiarity with Canadian standards, permitting requirements, specifications, conditions, and practices; and experience on multi-disciplinary technical teams.	25
5.1	Project Management	With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following: (a) expertise in forming a Design-Build team to meet the challenges of this Project including integrating, coordinating, and facilitating the DB activities;	-

Request for Qualifications – Design-Build Services
Haisla Bridge Replacement Project

Section	Title	Content Requirements	Score
		<ul style="list-style-type: none"> (b) synergy between Respondent Team Members resulting from previous teaming on similar types of projects; (c) recent transportation projects in urban or suburban environments; (d) management of multi-disciplinary teams; (e) obtaining approvals from regulatory authorities, such as government agencies, municipalities, and utility companies; (f) successful implementation of project management systems, such as scope, schedule, cost, quality management, and health and safety systems; and (g) design and construction of similar projects considering the location, working with Indigenous groups, working in environmentally sensitive rivers, and working within permitting constraints. 	
5.2	Bridge and Structures Design and Construction	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) bridge design, including experience in similar span ranges; (b) pile design and construction; (c) liquefaction assessment lateral spreading ground displacement estimates, foundation design in liquefaction prone soils; (d) bridge construction, including a demonstrated ability to work in constricted work and staging areas, integration of environmental mitigation and protection, and use of quality management systems controlled by the Design-Build Contractor; and (e) bridge demolition, including a demonstrated ability to incorporate environmental mitigation and protection, while working in a constricted work area. 	-
5.3	Roads and Civil Infrastructure Design and Construction	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) roads and civil infrastructure design, including experience in municipal road and drainage design (b) roads and civil infrastructure construction, including a demonstrated ability to work in constricted work and staging areas, integration of environmental mitigation and protection, involvement with utility relocations, and integration of existing municipal roadworks and utilities into the finished work; (c) construction stage traffic management including the preparation and approval of traffic management plans, analysis, implementation, detour design, incident management, and communications; and (d) incorporating British Columbia and Canadian standards, specifications, and design guidelines. 	-

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Haisla Bridge Replacement Project

Section	Title	Content Requirements	Score
5.4	Quality Management	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) ISO 9001-type quality management systems for all aspects of the DBC’s work; and (b) developing and implementing QA/QC and audit plans to ensure quality. 	-
5.5	Safety Management	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) developing and implementing health and safety programs on infrastructure projects with multiple active sites. 	-
5.6	Environmental Management	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) managing complex environmental issues, including: <ul style="list-style-type: none"> i. fish and aquatic species mitigation/compensation; ii. wildlife and vegetation species mitigation/compensation; and iii. sediment and erosion control. (b) integrating environmental best practices and working on projects in which ISO 14001-type environmental management systems were implemented; and (c) working with regulatory authorities to obtain environmental approvals for similar projects. 	-
5.7	Communications Management	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) managing communications and consultation or working closely with the project owner to support efforts to manage communications and consultation for the construction of transportation and/or infrastructure projects within an urban or suburban environment; (b) working closely with neighbourhood groups, property owners, local businesses and stakeholder groups, including the ability to resolve potential construction, traffic, and access management related issues; (c) managing communications with local and regional governments and Indigenous groups; and (d) managing media relations. 	-
6	Indigenous Groups and Human Resource Development		10

Request for Qualifications – Design-Build Services
Haisla Bridge Replacement Project

Section	Title	Content Requirements	Score
6.1	Indigenous Group Involvement	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) working with Indigenous-owned businesses as subcontractors and/or in partnerships or joint ventures; (b) Indigenous employment; and (c) Indigenous apprenticeships, training, mentorship, and/or other development opportunities. <p>Responses should indicate the nature and extent of any contractual obligations to the owner in relation to employment of each Indigenous Group, accountability and performance related to the contractual obligations, and any challenges and mitigation strategies implemented.</p>	-
6.2	Apprenticeships, Training and Development	<p>With reference to at least one, and no more than three, of the Nominated Projects, describe the experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) apprenticeships and training programs; (b) developing and implementing mechanisms to integrate, train, and develop a diverse workforce; and (c) development and training of non-HQP youth and women. 	-
7	Forms and Financial Capacity		Pass/Fail
7.1	Response Declaration Form	Response Declaration Form B4 signed by an Authorized Signatory of the Respondent Team Lead.	-
7.2	Relationship Disclosure Form	Relationship Disclosure Form B5.	-
7.3	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent by providing the following:</p> <ul style="list-style-type: none"> (a) Financial Capacity Letter: Evidence, in the form of a signed letter from a financial institution, of the Respondent’s financial capacity. This should include 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 Respondent’s ability to perform its obligations in relation to the Project or, if none, a confirmation as such. (b) Bonding Undertaking Letter: Written confirmation, generally in the form of the Bonding Undertaking contained in Appendix B (Form B6), from a surety that the Respondent will be able to obtain a \$10 million performance bond and a \$10 million labour and materials payment bond written by a surety, or sureties, authorized to conduct business in British Columbia, if the Respondent is awarded a Contract. 	-

Request for Qualifications – Design-Build Services
Haisla Bridge Replacement Project

Section	Title	Content Requirements	Score
		(c) Insurance Capacity Letters: From an insurer, confirmation that the following coverage will be available for the Project if the Respondent is awarded a Contract: <ul style="list-style-type: none"> • Form B7: Commercial General Liability insurance; and, • Form B8: Professional Liability insurance. 	
7.4	WorkSafeBC Clearance Letter	Evidence of registration and good standing with WorkSafeBC.	-
Total			100

Appendix B: Forms

Form B1: Receipt Confirmation Form

To receive access to the RFQ Data Room and any further distributed information about or in concern with this RFQ, the Respondent's Representative, upon receipt of this RFQ, should return this form as an email attachment to the Contact Person at:

Attention: sanderson@collingsjohnston.com

RESPONDENT CONTACT INFORMATION

Name of Respondent:

Name of Respondent Team Lead:

Name of Respondent's Representative:

Email Address:

Telephone:

Street Address:

City:

Province/State:

Postal/Zip Code:

Country:

Mailing Address, if different:

Form B2: Request for Information Form

Respondent Name [Insert Respondent Name]

RFI No. [Insert four-digit number] **Date** [Insert Date]

Commercial in Confidence Yes No

Source [Respondent to provide the source (e.g. section within this RFQ) for the request]

Request [Respondent to insert Request for Information]

Response [District to insert Response to the Request for Information]

Form B3: Nominated Projects Form

Item	Response
Project Name	<i>Provide the official name of the project.</i>
Location	<i>Provide the City, Province/State, Country, and the highway/road/facility/site/project extent.</i>
Project Owner	<i>Provide the organization name.</i>
Respondent Team Member(s)	<i>List the entity or entities involved in the project which are part of the Respondent Team.</i>
Key Individual(s)	<i>List the Key Individual(s) involved in the project which are part of the Respondent Team.</i>
Cost (CAD)	<i>Provide the capital cost of the project. If the project was outside of Canada, please convert to Canadian Dollars.</i>
Delivery Model	<i>Provide the project's delivery model (DBB, DB, DBFO, ECI/PDB, etc.).</i>
Contract Period	<i>Provide the Contract start and end dates.</i>
Description of the Nominated Project	<i>Briefly describe the scope of the project.</i>
Description of Roles and Responsibilities	<i>Briefly describe the specific role(s), duty(ies), and responsibility(ies) of applicable Respondent Team Members, in relation the project.</i>
Relevance to the Haisla Bridge Replacement Project	<i>Briefly describe the relevance of the project to the Haisla Bridge Replacement Project.</i>

Form B4: Response Declaration Form

Date [Month] [Day], [Year]

To THE DISTRICT OF KITIMAT, a municipality under the Local Government Act of British Columbia and having an address at 270 City Centre, Kitimat, British Columbia, V8C 2H7

Attention sanderson@collingsjohnston.com

I, [insert name], in my capacity as [insert title] of [insert name of Respondent Team Lead], on behalf of the Respondent and each of the Respondent Team Members as listed in Section 1.2 of this Response to this RFQ, hereby agrees and acknowledges that:

- (1) this Response Declaration Form has been duly authorized and validly executed and is binding on the Respondent;
- (2) the Respondent is bound by all statements and representations in its Response;
- (3) its Response strictly conforms with this RFQ and that any failure to strictly conform with this RFQ may, in the discretion of the District, be cause for Disqualification;
- (4) its Response is in all respects a fair Response made without collusion or fraud; and,
- (5) the District reserves the right to verify information in the Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on any Respondent and by submitting a Response, the Respondent agrees that they consent to the conduct of all or any of those investigations by the District.
- (6) the Respondent has received, read, examined, and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ Table of Contents, and any and all Addenda;
- (7) the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, all documents listed in this RFQ Table of Contents, and any and all Addenda;
- (8) the Respondent and each of the Respondent Team Members have reviewed the list of Restricted Parties set out in the RFQ and, as of the date of this Response Declaration Form, neither the Respondent nor any of the Respondent Team Members:
 - (a) has any former or current relationship with any Restricted Parties 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

- (b) is aware of any relationship between any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, or any other Parties associated with any of them, with any of the Restricted 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,

in each case other than those identified in Form B5: Relationship Disclosure Form.

- (9) the Respondent's Representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ; and,
- (10) the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of, the material in this RFQ and any and all conditions that may in any way affect its Response.

[Signature]

[Name of Authorized Signatory]

[Title of Authorized Signatory]

[Name of Respondent Team Lead]

Form B5: Relationship Disclosure Form

The Respondent declares that:

- (1) the Respondent has reviewed the list of parties which are not eligible to participate as members of any Respondent Team in Section 5.5.4 of the RFQ (the “**Restricted Parties**”); and
- (2) the following is a full disclosure of all relationships that the Respondent and any of the Respondent Team Members, has with:
 - (a) any Restricted Parties or their current or former employees, shareholders, directors, or officers; or
 - (b) any employees (both current or former) of the District of Kitimat or individuals of firms who have been involved in the Competitive Selection Process for the Project, or in the design, planning, or implementation of the Project,

that constitute or could give rise to a conflict of interest or unfair advantage, real or perceived, which exists now or may reasonably arise in the future, with respect to the Project.

Restricted Party	Respondent Team Member	Details of the Relationship to be Disclosed

Form B6: Bonding Undertaking

Date [Month] [Day], [Year]

To THE DISTRICT OF KITIMAT, a municipality under the Local Government Act of British Columbia and having an address at 270 City Centre, Kitimat, British Columbia, V8C 2H7

Attention sanderson@collingsjohnston.com

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 [insert name of Respondent Team Lead]. Our client has demonstrated to us in the past an ability to complete its projects in accordance with the conditions of its contracts and we have no hesitation in recommending its services to you.

Our client wishes to be prequalified as a Respondent on the Haisla Bridge Replacement Project, which we understand will require a performance bond in the approximate amount of **\$10 million dollars** and a labour and material payment bond in the approximate amount of **\$10 million dollars**. Based on the limited information available at this time and subject to our assessment of the Haisla Bridge Replacement Project and our client’s work program at the time of submission of its Response, we do not anticipate a problem in supporting the Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing, and bond forms by our client and ourselves.

If we can provide any further assurances or assistance, please don’t hesitate to call upon us.

Name of Surety

[Seal]

Attorney-in-Fact

Form B7: Commercial General Liability

Date [Month] [Day], [Year]

To THE DISTRICT OF KITIMAT, a municipality under the Local Government Act of British Columbia and having an address at 270 City Centre, Kitimat, British Columbia, V8C 2H7

Attention sanderson@collingsjohnston.com

We, the undersigned, as authorized representatives on behalf of [insert name of Respondent Team Lead] do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance in the amount of **\$10 million dollars** inclusive per occurrence, **\$10 million dollars** general aggregate for bodily injury, death, and damage to property including loss of use thereof, product/completed operations liability with a limit of **\$10 million dollars** annual aggregate for the Haisla Bridge Replacement Project, subject to underwriting.

If such a policy is written, we agree to add the District of Kitimat as an additional insured and a certified copy of the insurance policy will be provided to the District of Kitimat.

[Signature]

[Name of Authorized Representative of Insurance Provider]

[Title of Authorized Representative]

[Name of Insurance Provider]

Form B8: Professional Liability

Date [Month] [Day], [Year]

To THE DISTRICT OF KITIMAT, a municipality under the Local Government Act of British Columbia and having an address at 270 City Centre, Kitimat, British Columbia, V8C 2H7

Attention sanderson@collingsjohnston.com

We, the undersigned, as authorized representatives on behalf of [insert name of Respondent Team Lead] do hereby undertake and agree to provide Single Project Group Professional Liability insurance in the amount of **\$5 million dollars** per occurrence and **\$10 million dollars** annual aggregate for the Haisla Bridge Replacement Project, subject to underwriting.

If such a policy is written, a certified copy of the insurance policy will be provided to the District of Kitimat.

[Signature]

[Name of Authorized Representative of Insurance Provider]

[Title of Authorized Representative]

[Name of Insurance Provider]