



Request for Proposals  
Site C Clean Energy Project

Main Civil Works

**RFP #1824**

Issued November 21, 2014

(Revised February 27, 2015)

(Revised April 9, 2015)

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(Revised August 28, 2015)

**SUMMARY OF KEY INFORMATION**

<b>RFP TITLE</b>	The title of this RFP is: RFP #1824 Site C Clean Energy Project Main Civil Works Proponents should use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFP is <b>Andi Saputra</b> <b>Email:</b> mcwcontactperson@bchydro.com Please direct all Enquiries, by email, to the above named Contact Person. <b>No telephone or fax Enquiries please.</b>
<b>ENQUIRIES</b>	Proponents are encouraged to submit Enquiries at an early date: <ul style="list-style-type: none"> <li>▪ for technical Enquiries - 10 Business Days before the Submission Time for Technical Submissions</li> <li>▪ for financial Enquiries - 5 Business Days before the Submission Time for Financial Submissions</li> </ul> to permit consideration by BC Hydro.
<b>SUBMISSION TIME FOR TECHNICAL SUBMISSION</b>	October 9, 2015 at 11:00 AM Pacific Time
<b>SUBMISSION TIME FOR FINANCIAL SUBMISSION</b>	October 9, 2015 at 11:00 AM Pacific Time
<b>SUBMISSION LOCATION</b>	The Submission Location is: <b>BC Hydro</b> <b>Suite 600, Four Bentall Centre</b> <b>1055 Dunsmuir Street</b> <b>Vancouver, B.C. V7X 1V5</b>

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## 1 INTRODUCTION

### 1.1 PURPOSE OF THIS RFP

The purpose of this request for proposals (“**Request for Proposals**” or “**RFP**”) is to invite eligible Proponents to prepare and submit Proposals to be the Contractor under a formal contract (the “**Contract**”) to perform the Main Civil Works on the Site C Clean Energy Project.

The Site C Clean Energy Project received environmental approval from the federal and provincial governments in October 2014.

The Project requires provincial permits before site preparation activities can commence, as well as federal authorizations before the Project can proceed to construction. In addition, the Crown has a duty to consult and, where appropriate, accommodate Aboriginal groups.

### 1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Through a request for qualifications (“**Request for Qualifications**” or “**RFQ**”) issued April 4, 2014 by the British Columbia Hydro and Power Authority (“**BC Hydro**”), the following consortia (each, a “**Proponent**”) are qualified to participate in this RFP:

- Aecon-Flatiron-Barnard-Dragados Joint Venture
- CLENGROUP Constructors
- Peace River Hydro Partners
- Salini Impregilo S.p.A.

Only these four Proponents, subject to changes in Proponent Team membership as permitted by this RFP, may submit Proposals or otherwise participate in this RFP.

## 2 OVERVIEW CONTRACT AND SCOPE OF THE WORK

### 2.1 OVERVIEW SCOPE OF WORK

The Main Civil Works will include the construction of the earthen portion of the Project dam together with other related and ancillary works.

The scope of the Main Civil Works is anticipated to include: the diversion works, excavation and earthworks, relocation of surplus excavated materials, dams and cofferdams, roller compacted concrete buttress and ancillary work.

The scope of the Main Civil Works described is based on the current state of the design, which includes reference designs for some parts of the Main Civil Works. The scope of the Main Civil Works may be changed by BC Hydro as the design is advanced, or as a result of Collaborative Meetings with the Proponents, or as a result of the acceptance by BC Hydro of an Alternate that is accepted by BC Hydro under this RFP or the Contract.

## 2.2 OVERVIEW OF CONTRACT

The Initial Draft Contract is written mostly as a traditional design-bid-build agreement under which BC Hydro will have the obligation to provide all design details, including construction drawings and specifications.

## 2.3 COMMENCEMENT OF WORK ON SITE

BC Hydro anticipates that the Main Civil Works Contractor will be given access at the Site in January, 2016. BC Hydro may grant access to the Site prior to January 2016 for specific purposes.

## 2.4 LIMITED NOTICE TO PROCEED (LNTP)

BC Hydro intends to grant the Preferred Proponent a Limited Notice to Proceed (“LNTP”) if the award of the Contract is delayed from the date as described in Section 3.1 of this RFP. The LNTP will cover Work required to be completed in order to maintain the schedule for the performance of the Work.

The LNTP will be substantially in the form set out in Appendix H [Form of Limited Notice to Proceed]. BC Hydro reserves the right to enter into negotiations with the Preferred Proponent to settle the terms of an LNTP, including the scope of permitted Work.

If BC Hydro grants an LNTP then the Proposal Validity Period will be extended for the term of the LNTP.

Proponents should provide the information relating to a potential LNTP as requested in Package 1E Limited Notice to Proceed of Appendix B: Proposal Requirements.

BC Hydro is not obligated to grant an LNTP and for certainty may at its election decide that no Main Civil Work should commence until final award of the Contract.

### 3 RFP PROCUREMENT PROCESS

#### 3.1 ESTIMATED TIMELINE

The following is BC Hydro's estimated timeline for the Competitive Selection Process:

Activity	Timeline
First Collaborative Meeting	December 16 - 19, 2014
Second Collaborative Meeting	February 18 - 20 and 23, 2015
Issue revisions to Draft Contract	March - June 2015
Third Collaborative Meeting	Week beginning April 27, 2015
Issue Final Draft Contract	August 2015
Submission of Technical Proposal	September 2015
Submission of Financial Proposal	October 2015
Selection of Preferred Proponent	December 2015
Award	December 2015

This estimated timeline and dates are subject to change at the sole and absolute discretion of BC Hydro.

#### 3.2 COLLABORATIVE MEETINGS

BC Hydro will make available representatives, consultants and advisors (the "**BC Hydro Representatives**") to participate in collaborative meetings (the "**Collaborative Meetings**") with the Proponents. BC Hydro expects the Collaborative Meetings to take place as follows:

- (a) the purpose of the Collaborative Meetings is to provide a process that will assist the Proponents to develop optimal solutions for the Contract while minimizing the risk that a Proponent's solution is unresponsive to BC Hydro's requirements or this RFP, and in particular:
  - (1) to permit the Proponent's representatives to provide BC Hydro's representatives with comments and feedback on major issues such as schedule, scope of work, constructability or unacceptable provisions of the Initial Draft Contract; and
  - (2) to permit a Proponent to discuss with BC Hydro potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal;
- (b) at least 5 Business Days in advance of each Collaborative Meeting each Proponent should provide BC Hydro with a proposed meeting agenda, a list of prioritized issues it would like to

discuss, and any materials relevant to such issues. BC Hydro may provide Proponents with comments on the agenda and add items that BC Hydro would like to discuss;

- (c) BC Hydro will determine which BC Hydro Representatives will be present at any Collaborative Meeting;
- (d) except as may be expressly stated otherwise in this RFP, including Section 10.2, BC Hydro will retain all information received from a Proponent during a Collaborative Meeting(s) as strictly confidential, and will not disclose such information to the other Proponents or any third party. BC Hydro may disclose such information to its consultants and advisors who are assisting or advising BC Hydro with respect to the Contract;
- (e) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team members present as the Proponent considers reasonably necessary for effective communication with BC Hydro and to fulfill the objectives of the Collaborative Meeting provided that BC Hydro may, in its discretion, limit the number of participants at any one meeting;
- (f) to facilitate free and open discussion at the Collaborative Meetings, comments provided by or on behalf of BC Hydro or a Proponent during any Collaborative Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of one party during the Collaborative Meetings to anything said or provided by the other, will not in any way bind a party and with respect to BC Hydro will not be deemed or considered to be an indication of a preference by BC Hydro even if adopted by the Proponent;
- (g) if, for the purposes of the preparation of its Proposal, a Proponent wishes to be able to rely on any information or clarification given by a BC Hydro Representative at a Collaborative Meeting, or arising out of a Collaborative Meeting, that is not included in this RFP (which includes the Initial Draft Contract and the Final Draft Contract), then:
  - (1) the Proponent may submit an Enquiry requesting the issuance of an Addendum to this RFP so as to include such information; and
  - (2) as provided by Section 6.9 of this RFP, no written or oral communication by a BC Hydro Representative as part of the Collaborative Meetings will amend this RFP (including the Initial Draft Contract and the Final Draft Contract) or may be relied upon by a Proponent unless included in this RFP by way of written Addendum;

- (h) by participating in the Collaborative Meetings a Proponent confirms its agreement with these procedures and acknowledges that the Collaborative Meetings are an integral part of the Competitive Selection Process as described in this RFP and are in the interests of all parties;
- (i) BC Hydro anticipates holding three or more Collaborative Meetings with each Proponent. Following the release of the RFP, BC Hydro will consult with each Proponent to confirm specific dates for Collaborative Meetings. If BC Hydro considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, BC Hydro may, in its discretion, amend the anticipated schedule;
- (j) Proponents may request that BC Hydro schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed; and
- (k) it is expected that Collaborative Meetings will be held in Vancouver, B.C.

### 3.3 BUSINESS-TO-BUSINESS NETWORKING SESSION

BC Hydro may coordinate an additional session with Proponent Teams and local contractors, suppliers and Aboriginal businesses (“**Business-to-Business Networking Session**”) to provide an opportunity for:

- (a) local contractors, suppliers, businesses and potential employees who might be interested in working with, or providing products and services to, the Preferred Proponent to meet the Proponent Teams; and
- (b) Proponent Teams to enhance their knowledge, understanding and awareness of local goods, labour pool and services and to build relationships with local contractors, suppliers and Aboriginal businesses.

### 3.4 COMMENTS ON THE CONTRACT

Each Proponent should review the Initial Draft Contract for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- (a) BC Hydro will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Contract, including with respect to commercial, legal, and design and construction matters;
- (b) Each Proponent should provide BC Hydro with a prioritized list of requested changes, if any, to the Initial Draft Contract at least 5 Business Days in advance of each Collaborative Meeting at which a Proponent wishes to discuss the Initial Draft Contract using the Proponent Comments

Form attached as Appendix E, together with the agenda and issues list described in Section 3.2(b); and

- (c) BC Hydro will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may, by way of Addendum, amend the Initial Draft Contract as BC Hydro may determine in its discretion.

Prior to the Submission Time for Technical Submission, BC Hydro intends to issue by Addendum one or more revised drafts of the Contract, including a final one that will be identified as the **“Final Draft Contract”**. The Final Draft Contract will be the common basis for the preparation of all Proposals.

### 3.5 DATA ROOM: REFERENCE INFORMATION AND DRAFT CONTRACT DOCUMENTS

BC Hydro has established a secure web site (the **“Data Room”**) for the purposes of this RFP which will contain information as follows:

- (a) answers to Enquiries issued by the Contact Person under Section 6.7;
- (b) reference or background documents in the possession of BC Hydro, or that BC Hydro can obtain, that BC Hydro has identified as relevant to the Contract and that may be useful to Proponents (collectively, **“Reference Information”**). None of the Reference Information will be included as part of this RFP, or as part of the Draft Contract, except as expressly set out in this RFP or the Final Draft Contract. BC Hydro does not make any representation as to the relevance, accuracy or completeness of any of the Reference Information except as may be expressly set out in this RFP (or the Final Draft Contract) with respect to a specific document, and a Proponent has the full responsibility to form its own judgment as to the use of any Reference Information;
- (c) this RFP, including any Addendum; and
- (d) documents forming the Final Draft Contract, including documents which are, by the specific and express terms of the Final Draft Contract, incorporated into the Final Draft Contract, including, for certainty, additional or amended Final Draft Contract documents that are incorporated into the Final Draft Contract by way of an Addendum.

BC Hydro will provide Proponents with access to the Data Room. Proponents will keep information contained in the Data Room confidential and use the information only for purposes related to the preparation of Proposals.

The information in the Data Room may be supplemented or updated from time to time as BC Hydro may, in its sole discretion, decide. Proponents are solely responsible for ensuring that they check the Data Room for updates so as to be aware of any updated or additional information.

### 3.6 THIRD PARTY COMMUNICATIONS

Communications with:

- (a) any representative of a governmental authority including regulatory, municipal or other such authorities; or
- (b) a local property owner,

with respect to the preparation of a Proposal should only be with the prior approval of BC Hydro, which approval should be requested by email through the Contact Person. No such requirement will apply to meetings between a Proponent and Aboriginal Businesses to explore opportunities for an Aboriginal Business to provide services to or to participate on a Proponent Team.

## 4 ENGINEERING DESIGN CAPABILITY

### 4.1 REQUIRED ENGINEERING DESIGN CAPABILITY

The Preferred Proponent will be required to demonstrate that it has on its team engineering expertise, capability and experience, either internally or through engagement of engineering consultants, to undertake the professional engineering as may be required to perform the work under the Contract, including any design work required to implement any aspect of the Preferred Proponent's Proposal. Such engineering may be included by retaining individuals or firms. It is anticipated that such required engineering expertise will, at a minimum, include:

- (a) Geotechnical engineering:
  - (1) Rock mechanics, particularly experience in design and construction of projects that include major surface and underground excavations in clay shales and similar weak sedimentary rocks;
  - (2) Instrumentation installation and monitoring;
  - (3) Design of dams & cofferdams;
- (b) Structural and civil engineering including experience in concrete and RCC mix design;
- (c) Hydromechanical - design and operation of large closure gates;
- (d) Design and management of disposal areas for potentially acid generating and metal leaching materials, including design of water diversions, settling and other treatment if required to meet requirements of discharge permits;
- (e) Quarry design and development; and

- (f) Permitting of civil construction works in BC.

#### 4.2 ENGINEERING CAPABILITY REQUIRED ON AWARD

The required engineering capability will not need to be demonstrated as part of a Proponent's Proposal, and the engineering capability of a Proponent will not be specifically evaluated as part of the evaluation of Proposals. The engineering capability on the Preferred Proponent's team will, however, need to be acceptable to BC Hydro, acting reasonably as a condition of being awarded the Contract.

In order to assist a Proponent with respect to the acquisition of engineering capacity a Proponent may, at its election, as an Enquiry prior to the Submission Time for Technical Submission, request BC Hydro to give approval to the engineering design firm(s) or individuals that the Proponent intends to include on its team under this Section 4 and may request a Collaborative Meeting to discuss such proposed engineering capability.

If the Preferred Proponent has not obtained BC Hydro's approval of its engineering members prior to the Submission Time for Technical Submission then BC Hydro will review the Preferred Proponent's engineering design members and if any member is not acceptable to BC Hydro, acting reasonably, then the Preferred Proponent will be required, as a condition of execution of the final Contract, to retain substitute engineering design members, satisfactory to BC Hydro acting reasonably, with no adjustment to the Preferred Proponent's Proposal Price.

### 5 PROPOSAL REQUIREMENTS

#### 5.1 PROPOSAL FORM AND CONTENT

Proposals should be in the form and include the content described in Appendix B. Each Proponent may only submit one Technical Submission and one Financial Submission.

#### 5.2 WORKER ACCOMMODATION

The following are the upper limits of the Guest nights, during the performance of the Work, for use by a Proponent in the preparation of its Proposal as required by Section 2C.1 of Appendix B: Proposal Requirements. For certainty the Contractor's entitlement to Guest nights will be as set out in the Contract, based on the Preferred Proponent's Proposal.

Date Start (1 <sup>st</sup> of Month)	Date End (Last Day of Month)	# Rooms Available
Apr 2016	Jun 2016	300
Jul 2016	Aug 2016	1200

Sept 2016	Apr 2017	1400
May 2017	Sep 2017	1300
Oct 2017	Mar 2018	1100
Apr 2018	Nov 2018	900
Dec 2018	Jul 2019	700
Aug 2019	Apr 2020	600
May 2020	Dec 2020	600
Jan 2021	Dec 2021	600
Jan 2022	Dec 2022	600

### 5.3 EQUIVALENTS

Prior to the Submission Time for Technical Submission a Proponent may request BC Hydro to approve materials, products, or equipment (each an “**Equivalent**”) to be included in a Proposal in substitution for items indicated in the Final Draft Contract, including the Specifications, on the basis that the substitution is equal to or better than the item indicated in the Final Draft Contract. Applications for approval of an Equivalent should be in writing delivered to the Contact Person, accompanied by appropriate supporting information, data, specifications and documentation. BC Hydro may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application, and such additional information may include the opinion of a Professional Engineer in support of the application. If BC Hydro decides in its sole discretion to accept an Equivalent, then BC Hydro will provide written confirmation of such acceptance to the Proponent, without notification to other Proponents (subject to BC Hydro’s discretion under Section 6.7(f) of the RFP). BC Hydro is not obligated to review or accept any application for an Equivalent.

### 5.4 ALTERNATES

A Proponent may, at its election, include in its Proposal alternates (each an “**Alternate**”) which are variances to the Specifications as set out in the Final Draft Contract. For each Alternate that a Proponent includes in its Proposal the Proponent should provide the information as described in Package 1D: Alternate Submission Requirements of Section 1 of Appendix B: Proposal Requirements to this RFP.

As set out in Section 4 of Appendix A: Evaluation of Proposals, BC Hydro will have the election of whether to accept any Alternate that is included in the Preferred Proponent's Proposal.

## 5.5 LABOUR STABILITY

BC Hydro values labour stability at the Site during the construction of the Project.

As set out in Section 6.1 of Schedule 2 [General Conditions] of the Initial Draft Contract BC Hydro is implementing an approach for the Project that allows for participation from all labour groups and contractors regardless of union affiliation or union status.

BC Hydro has concluded that the best way to achieve labour stability is for the Main Civil Works Contractor's workforce to be mixed. BC Hydro considers a mixed site to be one in which all potential labour sources are provided opportunities, including BC Building Trades unions, Independent unions and non-union groups. BC Hydro expects that the Site C site will be mixed regardless of the Main Civil Works Contractor's approach to labour.

A Proponent should include in its response to Section 1B.3 [Labour Strategy] of Appendix B: Proposal Requirements a description of the steps taken by the Proponent to achieve labour stability and to implement BC Hydro's approach to labour stability for the Project.

In the evaluation of a Proposal:

- (a) the labour stability of a Proponent's Labour Strategy will be evaluated with regard to the extent that it minimizes the risk of an event that results in claims or delays as described in Section 12.3 [Labour Disputes] of Schedule 2 [General Conditions] of the Initial Draft Contract;
- (b) it will not be mandatory for a Proponent to include labour from any particular source; and
- (c) in order for a Proponent to be eligible to receive the maximum Technical Credits available for its Labour Strategy the Proponent must include representation from all labour sources (including the Poly-Party Building Trades Unions, Independent unions and non-union groups, with appropriate agreements).

## 6 SUBMISSION INSTRUCTIONS

### 6.1 MANDATORY REQUIREMENTS

BC Hydro has determined that the following is a Mandatory Requirement:

- (a) the Technical Submission must be received at the Submission Location before the Submission Time for Technical Submissions; and
- (b) the Financial Submission must be received at the Submission Location before the Submission Time for Financial Submissions.

### 6.2 PROPOSAL SUBMISSION TIMES AND SUBMISSION LOCATION

With respect to the delivery of Proposals:

- (a) **Technical Submission:** Proponents must submit the technical portion of the Proposal to the Submission Location by the Submission Time for Technical Submissions. The Technical Submission should be made up of the Proposal Requirements described in Section 1 of Appendix B.
- (b) **Financial Submission:** Proponents must submit the financial portion of the Proposal to the Submission Location by the Submission Time for Financial Submissions. The Financial Submission should be made up of the Proposal Requirements described in Section 2 of Appendix B.

### 6.3 NUMBER OF COPIES

For its Technical Submission, a Proponent should submit four (4) hard copies (three bound copies numbered 1 through 3; plus one unbound copy marked as "Master") and one electronic copy on a USB flash drive in PDF format, with a label on each describing the contents and appropriately packaged and clearly marked "Request for Proposals Site C Clean Energy Project Main Civil Works - Technical Submission."

For its Financial Submission, a Proponent should submit four (4) hard copies (three bound copies numbered 1 through 3; plus one unbound copy marked as "Master") and one electronic copy on a USB flash drive in PDF format, with a label on each describing the contents and appropriately packaged and clearly marked "Request for Proposals Site C Clean Energy Project Main Civil Works - Financial Submission."

#### 6.4 NO FAX OR EMAIL SUBMISSION

Proposals submitted by fax or email will not be accepted.

#### 6.5 LANGUAGE OF PROPOSALS

Proposals should be in English. Any portion of a Proposal that is not in English may, at BC Hydro's election, be disregarded in the evaluation of the Proposal.

#### 6.6 RECEIPT OF COMPLETE RFP

Proponents are responsible to ensure that they have received the complete RFP. BC Hydro accepts no responsibility for any Proponent lacking any portion of this RFP.

#### 6.7 ENQUIRIES

Proponents are encouraged to submit enquiries ("**Enquiries**") by submitting a Request for Information Form (Appendix G) to the Contact Person by email, and the following will apply:

- (a) all Enquiries regarding any aspect of this RFP should be directed to the Contact Person by email;
- (b) Enquiries should be submitted at an early date to permit consideration by BC Hydro:
  - (1) for Enquiries of a technical nature: prior to 16:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submissions; and
  - (2) for Enquiries of a financial nature: prior to 16:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Financial Submissions.
- (c) the Contact Person will give any responses in writing;
- (d) Enquiries to, and responses from the Contact Person, will be recorded by BC Hydro;
- (e) a Proponent may request that an Enquiry and the response to an Enquiry be kept confidential if the Proponent considers the Enquiry to be commercially sensitive; and if BC Hydro decides that an Enquiry or the response or both should be distributed to all Proponents, then, subject to Section 6.7 (f), BC Hydro will permit the enquirer to withdraw the Enquiry rather than receive a response, or to confirm the Enquiry with the response being distributed to all Proponents;
- (f) any Enquiry and the response may, in BC Hydro's discretion, be distributed to all Proponents, if BC Hydro in its discretion considers the matter should be brought to the attention of all Proponents for purposes of fairness in, or maintaining the integrity of, the Competitive

Selection Process. BC Hydro may keep either or both the Enquiry and response confidential if in the judgment of BC Hydro it is fair or appropriate to do so; and

- (g) BC Hydro may, in its discretion, decline to respond to an Enquiry.

## 6.8 ELECTRONIC COMMUNICATION

Proponents should communicate with the Contact Person only by email.

The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person by email where such email communications or deliveries are permitted by the terms of this RFP:

- (a) BC Hydro does not assume any risk or responsibility or liability whatsoever to any Proponent:
- (1) for ensuring that any electronic email system being operated for BC Hydro is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
  - (2) if a permitted email communication or delivery is not received by BC Hydro, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) all permitted email communications with, or delivery of documents by email 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.

## 6.9 ADDENDA

BC Hydro may, in its sole and absolute discretion, amend this RFP at any time by issuing a written Addendum through the Contact Person. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 6.7, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of BC Hydro is authorized to amend or clarify this RFP. BC Hydro will make available a copy of all Addenda to all Proponents.

## 6.10 INTELLECTUAL PROPERTY RIGHTS

- (a) Grant of Licence

Subject to Section 6.10 (b), by submitting a Proposal, each Proponent will, and will be deemed to have:

- (1) granted to BC Hydro a royalty-free licence without restriction to use for this Contract any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the “**Intellectual Property Rights**”) contained in the Proponent’s Proposal, or that are otherwise disclosed by the Proponent to BC Hydro; and
- (2) waived or obtained, in favour of BC Hydro, a waiver of all moral rights contained in the Proposal.

Proponents will not be responsible or liable for any use by BC Hydro or any sub-licensee or assignee of BC Hydro of any Intellectual Property Rights contained in a Proposal.

(b) Exceptions to Licence

The licence granted under Section 6.10 (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to BC Hydro that it owns or has, and will continue to own or have at the Submission Time for Technical Submissions, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to BC Hydro and, subject to the foregoing exceptions, has the right to grant a licence of such Third Party Intellectual Property Rights in accordance with Section 6.10 (a).

As consideration for BC Hydro’s payment of partial compensation for participation in this RFP as described in Section 8.7, BC Hydro will have the right to make use of any Intellectual Property Rights contained in an unsuccessful Proponent’s Proposal owned by the Proponent.

## 6.11 DEFINITIVE RECORD

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the electronic conformed version of the document in the custody and control of BC Hydro will prevail.

## 6.12 AMENDMENTS TO OR WITHDRAWALS OF PROPOSALS

A Proponent may

- (a) amend any aspect of its Technical Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Technical Submissions; and

- (b) amend any aspect of its Financial Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Financial Submissions.

A Proponent may not amend any aspect of its Proposal except as set out above.

Submitted Proposals may be withdrawn in writing, provided such written withdrawal is received by BC Hydro at the Submission Location prior to, but not after, the Submission Time for Financial Submissions. Oral or emailed or faxed amendments or withdrawals will not be considered or accepted.

### **6.13 CHANGES TO PROPONENT TEAMS**

If for any reason a Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team, as shortlisted under the RFQ, or there is a material change in ownership or control of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent should submit a written application to BC Hydro for approval, including supporting information that may assist BC Hydro in evaluating the change. BC Hydro, in its discretion, may grant or refuse an application for such change or changes to a Proponent Team, and in exercising its discretion BC Hydro will consider the objective of achieving a Competitive Selection Process that is not unfair to the other Proponents. For clarity:

- (a) BC Hydro may refuse to permit a change to the membership of a Proponent Team if the change would, in BC Hydro's judgment, result in a weaker team than was originally shortlisted;  
or
- (b) BC Hydro may, in the exercise of its discretion, permit any change to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team member, or changes to the legal relationship among the Proponent and/or Proponent Team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team originally shortlisted.

BC Hydro's approval may include such terms and conditions as BC Hydro may consider appropriate.

### **6.14 VALIDITY OF PROPOSALS**

By submitting a Proposal, a Proponent represents and agrees that:

- (a) its Proposal, including all prices (with the exception of permitted adjustments in accordance with the terms of this RFP), will remain fixed and irrevocable from the Submission Time for Financial Submissions until midnight at the end of the 90<sup>th</sup> Business Day following the

Submission Time for Financial Submissions (the “**Proposal Validity Period**”), subject to an extension of the Proposal Validity Period under Section 2.4 of this RFP;

- (b) after the expiry of the Proposal Validity Period, all prices in its Proposal may not be adjusted unless the Proponent provides notice in writing to BC Hydro of any proposed adjustment and demonstrates to the satisfaction of BC Hydro that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices are required solely as a direct result of one or more events that:
- (1) are external to the Proponent and the Proponent Team members;
  - (2) could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team members; and
  - (3) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

A Proponent may indicate in its Proposal a Proposal Validity Period that exceeds 90 Business Days.

#### **6.15 MATERIAL CHANGE AFTER SUBMISSION TIME FOR FINANCIAL SUBMISSIONS**

A Proponent will give immediate written notice to BC Hydro of any material change that occurs to a Proponent after the Submission Time for Financial Submissions, including a change to its membership or its ownership or a change to the Proponent’s financial capability.

#### **6.16 SUPPLEMENTARY SUBMISSIONS**

BC Hydro has identified a number of amendments to the Contract Documents, particularly to the Specifications and Drawings, arising from enquiries from Proponents and from BC Hydro’s own on-going review of the Contract Documents which BC Hydro has incorporated into the Final Draft Contract as the Supplementary Addendum. With respect to the Supplementary Addendum:

- (a) notwithstanding Section 8.2(b) of this RFP a Proponent may prepare its Technical Submission and Financial Submission without regard for the Supplementary Addendum;
- (b) a Proponent may, at its election, prepare and submit to the Submission Location:
  - (1) a supplementary Technical Submission (the “**Supplementary Technical Submission**”); and/or
  - (2) a supplementary Financial Submission (the “**Supplementary Financial Submission**”),

each of which amends the Proponent's Proposal but only to the extent that the Proponent's Technical Submission or Financial Submission did not take account of the Supplementary Addendum;

- (c) the closing time for the Supplementary Technical Submission and the Supplementary Financial Submission will be 11:00 am Pacific Time on October 22, 2015;
- (d) the Evaluation Committee will include and take into account the Supplementary Technical Submission and the Supplementary Financial Submission in its evaluation of a Proponent's Proposal as follows:
  - (1) the Evaluation Committee may commence evaluating Technical Submissions immediately after the Submission Time for Technical Submissions;
  - (2) if a Proponent submits a Supplementary Technical Submission then the Evaluation Committee will, upon receipt by BC Hydro, take into account the Supplementary Technical Submission and reconsider its evaluation, but only to the extent such information is necessary and required to take account of the Supplementary Addendum, and BC Hydro expressly reserves the right for the Evaluation Committee to:
    - i. disregard any portion of a Supplementary Technical Submission that includes any information that is not strictly required to take account of the Supplementary Addendum into the Proponent's Proposal; and
    - ii. consider the balance of the Supplementary Technical Submission in the evaluation of the Proposal; and
  - (3) if a Proponent submits a Supplementary Financial Submission then, as part of the evaluation of the Proponent's Financial Submission in accordance with Appendix A: Evaluation of Proposals, the Evaluation Committee will take into account the Supplementary Financial Submission and reconsider its evaluation, but only to the extent such information is necessary and required to take account of the Supplementary Addendum, and BC Hydro expressly reserves the right for the Evaluation Committee to:
    - i. disregard any portion of a Supplementary Financial Submission that includes any information that is not strictly required to take account of the Supplementary Addendum into the Proponent's Proposal; and
    - ii. consider the balance of the Supplementary Financial Submission in the evaluation of the Proposal."

## 7 EVALUATION

### 7.1 EVALUATION COMMITTEE

The evaluation of Proposals will be carried out by a committee of one or more persons appointed by BC Hydro (the “**Evaluation Committee**”) with assistance from other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of BC Hydro.

### 7.2 EVALUATION OF PROPOSALS

The Evaluation Committee will evaluate Proposals as set out in Appendix A.

To assist in evaluation of the Proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- (a) seek clarification of a Proposal, or any part of a Proposal, including a Technical Submission or a Financial Submission, from the Proponent and consider such supplementary information in the evaluation of the Proposal;
- (b) conduct reference checks relevant to the Contract with any or all of the references cited in a Proposal and with any other persons (including persons other than those listed in a Proponent’s Proposal) to verify information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that the Evaluation Committee considers necessary, and rely on and consider any relevant information in the evaluation of Proposals;
- (c) request interviews / presentations with any, some, or all, of the Proponents to obtain clarification of a aspect of a Proposal and consider such supplementary information received from any interviews / presentations in the evaluation of the Proposal;
- (d) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, except in respect of Mandatory Requirements;
- (e) conduct any other reference checks (including sources internal to BC Hydro); and
- (f) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks.

In the evaluation of any Proposal, including the ranking, the Evaluation Committee may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents may not submit any clarifications, supplementary information or supplementary documentation in respect of:

- (a) the Technical Submission after the Submission Time for Technical Submissions; and
- (b) the Financial Submission after the Submission Time for Financial Submissions,

without the prior written approval, invitation or request of the Evaluation Committee.

The Evaluation Committee is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, Proposal, or any part of any Proposal, including any Technical Submission or Financial Submission.

### 7.3 AUTHORITY TO REJECT

Without limiting the foregoing or Appendix A, the Evaluation Committee may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Evaluation Committee is:

- (a) materially incomplete or irregular;
- (b) contains omissions, exceptions or variations (including any modifications, changes or additions) to the Final Draft Contract that are not acceptable to BC Hydro;
- (c) contains any false or misleading statement, claims or information; or
- (d) for which background investigations reveal any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

## 8 SELECTION OF PREFERRED PROPONENT AND AWARD

### 8.1 SELECTION AND AWARD

If BC Hydro selects a Preferred Proponent in accordance with this RFP, BC Hydro will invite the Preferred Proponent to enter into final discussions to settle all terms of the Contract, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

If at any time for any reason BC Hydro determines that it is unlikely that BC Hydro will reach a final agreement with the Preferred Proponent, then BC Hydro may terminate the discussions with the

Preferred Proponent and proceed in any manner that BC Hydro may decide, in consideration of its own best interests, including:

- (a) terminating the Competitive Selection Process entirely and proceeding with some or all of the Contract in some other manner, including using other contractors; or
- (b) inviting one of the other Proponents to enter into discussions to reach final agreement for completing the Contract.

Any final approvals required by BC Hydro will be conditions precedent to the final execution or commencement of the Contract.

## 8.2 FINAL DRAFT CONTRACT

BC Hydro anticipates that:

- (a) any issues with respect to the Initial Draft Contract will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Contract; and
- (b) once issued, the Final Draft Contract will not be further substantively modified and will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:
  - (1) relating to the determination by BC Hydro, in its discretion, of which:
    - i. parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Contract or otherwise pursuant to express provisions of the Contract; or
    - ii. modifications, changes or additions, if any, requested by a Proponent pursuant to Section 5.4 that are acceptable to BC Hydro;
  - (2) to those provisions or parts of the Final Draft Contract that are indicated as being subject to completion or finalization, or which BC Hydro determines in its discretion require completion or finalization, including provisions that require:
    - i. modification or the insertion or addition of information relating to the Proponent's formation (e.g., corporate, partnership or trust structure); and
    - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Proponent's relationships with its principal subcontractors;

- (3) those required by BC Hydro to complete any provision of the Final Draft Contract, arising from Proposal, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Contract;
- (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
- (5) that enhance clarity in legal drafting; or
- (6) that reflect acceptable equivalents in accordance with Section 5.3.

If and to the extent the Preferred Proponent's Proposal includes information that is called for under the Contract, then BC Hydro intends in the preparation of the final Contract to provide written confirmation to the Preferred Proponent of the Contract provisions that the identified Proposal information meets.

BC Hydro also reserves the right in its discretion to negotiate changes to the Final Draft Contract and to the Preferred Proponent's Proposal.

Upon execution of the final Contract, and the instruments and documents to be executed and delivered pursuant to it, then the Contract will supersede (except as expressly incorporated therein) the RFP and the Proposal submitted in respect of the RFP.

### 8.3 PREFERRED PROPONENT SECURITY

Subject to the terms of this RFP, and notwithstanding anything contained in any other document, including the Request for Qualifications, each Proponent agrees that upon selection by BC Hydro as the Preferred Proponent, the Participation Security the Proponent is required to provide with its Financial Submission (Section 2B.6.1 of Appendix B), in the amount of Three Million Dollars (\$3,000,000 CAD), will be converted into a preferred proponent security deposit (the "**Preferred Proponent Security Deposit**") and shall be subject only to the terms and conditions contained herein.

### 8.4 RETURN OF SECURITY DEPOSIT

Subject to Section 8.6, BC Hydro will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- (a) within 10 Business Days after receipt by BC Hydro of notice of demand from the Preferred Proponent, if:
  - (1) BC Hydro exercises its right under Section 10.1 to terminate this RFP prior to entering into the Contract for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or

- (2) BC Hydro fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Contract finalized by BC Hydro in accordance with Section 8.2, provided that such failure is not the result of:
- i. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Contract; or
  - ii. any extensions to the Proposal Validity Period arising from any agreement by BC Hydro to negotiate changes to the Final Draft Contract pursuant to Section 8.2; or
- (b) within 10 Business Days after execution of the Contract by BC Hydro and such Preferred Proponent.

## 8.5 DEPOSIT OF BID TO ESCROW

As a condition of BC Hydro entering into the Contract, the Preferred Proponent will:

- (a) deposit into escrow with an escrow agent acceptable to BC Hydro and the Preferred Proponent a copy of its complete estimate and financial documentation that it used to prepare its Proposal Price; and
- (b) deliver to BC Hydro a certificate signed by senior officer of the Preferred Proponent certifying that a true and complete copy of the material described in Section 8.5(a) has been delivered to the escrow agent.

## 8.6 RETENTION OF SECURITY DEPOSIT

Notwithstanding any receipt by BC Hydro of the notice described in Section 8.4, BC Hydro may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for BC Hydro's own use as liquidated damages, if:

- (a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- (b) after receipt of written notice from BC Hydro:
  - (1) the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Contract finalized by BC Hydro in accordance with Section 8.2; or

- (2) execution of the Contract fails to occur within 20 Business Days (or such longer period as the parties may agree) of receipt of such notice from BC Hydro,

unless:

- (3) any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- (4) the Preferred Proponent demonstrates to BC Hydro's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Contract for a continuous period of 125 Business Days as if the Contract was in force and effect.

## 8.7 PARTIAL COMPENSATION FOR PARTICIPATION IN THIS RFP

Upon execution of the Contract by both BC Hydro and the Preferred Proponent, BC Hydro will pay \$500,000 (inclusive of any taxes payable) to each unsuccessful Proponent that:

- (a) complied with the Mandatory Requirements;
- (b) submitted a bona fide Proposal;
- (c) has not withdrawn from the Competitive Selection Process or been disqualified by BC Hydro in accordance with the terms of this RFP; and
- (d) provides to BC Hydro written acknowledgement of:
  - (1) the disclaimers, limitations, and waivers of liability and claims contained in this RFP, including Section 10.13; and
  - (2) the grant of Intellectual Property Rights to BC Hydro and waiver of moral rights pursuant to Section 6.10 (a).

If BC Hydro exercises its right under Section 10.1 to terminate the RFP process prior to execution of the Contract by BC Hydro and the Preferred Proponent, BC Hydro will pay to each Proponent that satisfies the requirements (to the extent applicable) set out in (a) to (d) above the lesser of:

- (e) \$500,000 (inclusive of any taxes payable); and
- (f) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal.

## 8.8 DEBRIEFS

BC Hydro will, following execution of the Contract by both BC Hydro and the Preferred Proponent, upon request from a Proponent within 40 Business Days of final execution of the Contract, conduct a debriefing for that Proponent.

## 9 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

### 9.1 RESERVATION OF RIGHTS TO DISQUALIFY

BC Hydro reserves the right to disqualify any Proponent that in BC Hydro's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future. In the alternative, BC Hydro may permit any such Proponent to continue and reserves the right to impose such conditions as BC Hydro may consider to be in the public interest or otherwise required by BC Hydro.

### 9.2 RELATIONSHIP DISCLOSURE: CONFLICT OF INTEREST AND UNFAIR ADVANTAGE

A Proponent should complete and submit a "Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage" (attached at Appendix D to this RFP) that fully discloses:

- (a) all members of the Proponent's team who were employees of BC Hydro at any time during the previous two year period from the date of the disclosure;
- (b) all relationships the Proponent and the Proponent's team members may have with BC Hydro, a Restricted Party (if any are listed in the RFP), or any other person providing advice or services to BC Hydro with respect to the Contract or any other matter that gives rise, or might give rise, to:
  - (1) a conflict of interest; or
  - (2) an unfair advantage

with the knowledge and intention that BC Hydro may rely on any such disclosure.

At the time of such disclosure, a Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. A Proponent will provide such additional information and documentation and implement such additional measures as BC Hydro may require in its discretion in connection with BC Hydro's consideration of the disclosed relationship and proposed measures.

If, at any time before award of the Contract, the Proponent becomes aware of any such relationship that was not disclosed then the Proponent will, by written notice addressed to the Contact Person, promptly disclose such relationship.

### 9.3 USE OR INCLUSION OF RESTRICTED PARTIES

BC Hydro may, in its discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as BC Hydro may consider to be in the public interest or otherwise required by BC Hydro, if the Proponent is a Restricted Party, or if the Proponent uses a Restricted Party:

- (a) to advise or otherwise assist the Proponent respecting the Proponent's participation in the Competitive Selection Process; or
- (b) as a Proponent Team member or as an employee, advisor or consultant to the Proponent or a Proponent Team member.

Each Proponent is responsible to ensure that neither the Proponent nor any Proponent Team member uses or seeks advice or assistance in relation to the Contract from any Restricted Party, or includes any Restricted Party in the Proponent Team.

### 9.4 RESTRICTED PARTIES

At this RFP stage, and without limiting the definition of Restricted Parties, BC Hydro has identified the following persons as Restricted Parties:

- (a) Dentons Canada LLP (formerly Fraser Milner Casgrain LLP);
- (b) KPMG LLP (Canada);
- (c) John Singleton (Singleton Urquhart);
- (d) Levelton Consultants Ltd.;
- (e) Marsh Canada Ltd (restricted from providing any strategic insurance advisory services in relation to the Project or any component thereof, including the Main Civil Works. (For clarity, Marsh Canada Ltd. is not restricted from providing the usual insurance or performance security broker advice or services in conjunction with quoting its products to potential bidders in connection with a response to a tender or request for proposals for the Project);
- (f) Tetra Tech Inc.;
- (g) Big Grizzly Construction and related parties including Shawn Rodeck and Victor Lee;
- (h) SNC Lavalin Inc.;

- (i) Klohn Crippen Berger Ltd.; and
- (j) BC Hydro and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to, or deleted from, the list during any stage of the Competitive Selection Process through an Addendum.

## 9.5 REQUEST FOR ADVANCE DECISION

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision by submitting to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions, by email, the following information:

- (k) names and contact information of the Proponent and the person for which the advance opinion is requested;
- (l) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (m) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
- (n) copies of any relevant documentation.

If a Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

## 9.6 BC HYDRO MAY REQUEST ADVANCE DECISIONS

BC Hydro may also independently make advance decisions where BC Hydro identifies a potential conflict, unfair advantage, or a person who may be a Restricted Party.

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and BC Hydro may require that the Proponent make an application under Section 9.5.

## 9.7 DECISIONS FINAL AND BINDING

The decision of BC Hydro is final and binding on the persons requesting the ruling and all other parties including Proponents, Proponent Team members and BC Hydro. BC Hydro has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.

BC Hydro may provide any decision by BC Hydro or regarding conflicts of interest to all Proponents if BC Hydro, in its discretion, determines that the decision is of general application.

## 9.8 SHARED USE

A shared use person (a “**Shared Use Person**”) is a person identified by BC Hydro as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that BC Hydro considers in its discretion their availability to all Proponents to be desirable in the interests of the Competitive Selection Process. A Shared Use Person will be required to agree not to refuse to enter into an arrangement with any Proponent on the basis of exclusivity with another Proponent. A Shared Use Person will be permitted to enter into different arrangements with different Proponents.

As of the date of this RFP, BC Hydro has identified the following as Shared Use Persons:

- (a) Canadian National Railway.

## 9.9 EXCLUSIVITY

Unless permitted by BC Hydro in its discretion or permitted as a Shared Use Person, each Proponent will ensure that no member of its Proponent Team that is named in its Proposal, or any Affiliated Person of such member, participates as a member of any other Proponent Team.

Notwithstanding the above, if a supplier, subcontractor or subconsultant is offering its materials or services to more than one Proponent, then a Proponent may include such supplier, subcontractor or subconsultant as a member of its Proponent Team, but only on the condition that the Proponent ensures that such supplier, subcontractor or subconsultant:

- (a) will not be given access to any competitive information whatsoever in respect of the Proponent’s Proposal; and
- (b) has not disclosed any competitive information relating to another Proponent’s Proposal to the Proponent.

If a Proponent contravenes the foregoing, BC Hydro reserves the right to disqualify the Proponent or may permit the Proponent to continue and impose such conditions as may be required by BC Hydro. Each

Proponent is responsible, and bears the onus, to ensure that the Proponent, its Proponent Team members and their respective Affiliated Persons do not contravene the foregoing.

A Proponent or a prospective Proponent Team member who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this Section through the following process:

- (a) to request an advance decision on matters related to exclusivity, the Proponent or prospective Proponent Team member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions by email, the following information:
  - (1) names and contact information of the Proponent or prospective Proponent Team member making the disclosure;
  - (2) a description of the relationship that raises the possibility of non-exclusivity;
  - (3) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
  - (4) copies of any relevant documentation.

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

BC Hydro may also independently make advance decisions where BC Hydro identifies a matter related to exclusivity.

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and BC Hydro may require that the Proponent make an application under Section.

The decision of BC is final and binding on the persons requesting the ruling and all other parties including Proponents, Proponent Team members and BC Hydro. BC Hydro has discretion to establish the relevant processes from time to time, including any circumstance in which a decision may be amended or supplemented.

BC Hydro may provide any decision by BC Hydro regarding matters related to exclusivity to all Proponents if BC Hydro, in its discretion, determines that the decision is of general application.

## 10 RFP TERMS AND CONDITIONS

### 10.1 NO OBLIGATION TO PROCEED

This RFP does not commit BC Hydro to select a Preferred Proponent or enter into a Contract, and BC Hydro reserves the complete right at any time to reject all Proposals, and to terminate this RFP and the Competitive Selection Process and proceed with the Contract in some other manner.

### 10.2 SUSPENSION OF RFP

If BC Hydro determines that work at the site of the Site C Clean Energy Project will likely be delayed or suspended, or has been delayed or suspended, in whole or in part by an order of a court pursuant to an application by any person seeking relief that would have the effect of suspending or terminating the Site C Clean Energy Project as a whole or in part, then without limiting BC Hydro's rights as otherwise set out in this RFP BC Hydro may:

- (a) suspend the RFP and the Competitive Selection Process at any time to take account of the court order, and then resume the RFP and the Competitive Selection Process when BC Hydro determines it can proceed with the Site C Clean Energy Project;
- (b) delay any such suspension of the RFP and the Competitive Selection Process until an appropriate time, as BC Hydro may decide in its sole discretion, including to the time following receipt and evaluation of Proposals and the selection of the Preferred Proponent, and prior to the award of a Contract; and
- (c) enter into an agreement(s) regarding the suspension of the RFP and the Competitive Selection Process with:
  - (1) the Proponents, if the suspension occurs prior to the selection of the Preferred Proponent; or
  - (2) the Preferred Proponent only, if the suspension occurs after selection of the Preferred Proponent,

such suspension agreement(s) to include matters as BC Hydro may decide, including a Proponent's terms and conditions of commitment to participate in the RFP and the Competitive Selection Process after the end of the suspension. The suspension agreements entered into pursuant to Section 10.2(c)(1) may differ as between each Proponent to account for each Proponent's unique terms and conditions of commitment to participate in a resume RFP and Competitive Selection Process.

### 10.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

By submitting a Proposal, the Proponent represents and warrants to BC Hydro that the Proponent has complied with applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to BC Hydro and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.

### 10.4 COST OF PREPARING THE PROPOSAL

Each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by BC Hydro, attending meetings and conducting due diligence.

### 10.5 CONFIDENTIALITY OF INFORMATION

All information pertaining to the Contract received by any Proponent or Proponent Team member through participation in this RFP is confidential and may not be disclosed without written authorization from the Contact Person, and in no event will a Proponent discuss the Contract with any member of the public or the media without the prior written approval of BC Hydro. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.

### 10.6 RESERVATION OF RIGHTS

BC Hydro reserves the right, in its discretion, to:

- (a) amend the scope of the Contract and/or modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- (b) accept or reject any Proposal based on BC Hydro’s evaluation of the Proposals in accordance with Appendix A, and in particular BC Hydro is not obliged to select the Proposal with the lowest price;
- (c) disqualify a Proposal that fails to meet the Mandatory Requirements;
- (d) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;

- (e) negotiate any aspects of a Preferred Proponent's Proposal; and
- (f) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

## 10.7 NO COLLUSION

Proponents and Proponent Team members, their employees and representatives involved with the Proposal, including Key Individuals, will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team member or Key Individual of such other Proponent) regarding the preparation, content or representation of their Proposals.

By submitting a Proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent Team, represents and confirms to BC Hydro, with the knowledge and intention that BC Hydro may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

## 10.8 NO LOBBYING

Proponents, Proponent Team members, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Contract, this RFP, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Contract, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of BC Hydro, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly, or any employee of BC Hydro), Partnerships BC, any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section, BC Hydro in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration.

## 10.9 OWNERSHIP OF PROPOSALS

All Proposals submitted to BC Hydro become the property of BC Hydro and will be received and held in confidence by BC Hydro, subject to the provisions of FOIPPA and this RFP.

## 10.10 DISCLOSURE AND TRANSPARENCY

BC Hydro is committed to an open and transparent Competitive Selection Process. To assist BC Hydro in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavour.

BC Hydro may publicly disclose the following information:

- (a) the RFP;
- (b) the number of Proponents;
- (c) the name of Proponents;
- (d) the Fairness Advisor's report; and
- (e) the final Contract excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent agrees that:

- (a) to ensure that all public information generated about the Contract is fair and accurate and will not inadvertently or otherwise influence the RFP process, the disclosure of any public information generated in relation to the Contract, including communications with the media and the public, must be coordinated with, and is subject to prior written approval of, BC Hydro;
- (b) it will notify BC Hydro of any and all requests for information or interviews received from the media; and
- (c) it will ensure that all of the Proponent Team members and others associated with the Proponent comply with the requirements of this RFP.

## 10.11 FAIRNESS ADVISOR

BC Hydro has appointed John Singleton (the "**Fairness Advisor**") to monitor the Competitive Selection Process. The Fairness Advisor will provide a written report to BC Hydro that BC Hydro will make public.

The Fairness Advisor will be:

- (a) provided with full access to all documents, meetings and information related to the evaluation processes under this RFP that the Fairness Advisor, in its discretion, decides is required; and
- (b) kept fully informed by BC Hydro of all documents and activities associated with this RFP.

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

## 10.12 LEGAL ADVISOR

Dentons Canada LLP is a Restricted Party. By submitting a Proposal, the Proponent expressly consents to Dentons Canada LLP continuing to represent BC Hydro for all matters in relation to this RFP and the Contract, including any matter that is adverse to the Proponent, despite any information of the Proponent and any solicitor-client relationship that the Proponent may have had, or may have, with Dentons Canada LLP in relation to matters other than this RFP and the Contract. This Section is not intended to waive any of the Proponent's rights of confidentiality or solicitor-client privilege. BC Hydro reserves the right at any time to waive any provision of this Section.

## 10.13 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- (a) agrees not to bring any Claim against BC Hydro or any of its employees, advisors or representatives (including the Fairness Advisor) for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP or Competitive Selection Process, including:
  - (1) if BC Hydro accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
  - (2) if the Contract or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Contract or modification of this RFP or both) or BC Hydro exercises any rights under this RFP; and
- (b) waives any and all Claims against BC Hydro or any of its employees, advisors or representatives (including the Fairness Advisor) for loss of anticipated profits or loss of opportunity if no agreement is made between BC Hydro and the Proponent for any reason, including:
  - (1) if BC Hydro accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or
  - (2) if the Contract or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Contract or

modification of this RFP or both) or BC Hydro exercises any rights under this RFP.

## 11 DEFINITIONS AND INTERPRETATION

### 11.1 DEFINITIONS

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Contract.

In this RFP:

**“Addenda”** or **“Addendum”** means an addendum to this RFP issued by the Contact Person as described in Section 6.9.

**“Adjusted Proposal”** has the meaning set out in Appendix A.

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

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

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

“**Alternate**” has the meaning set out in Section 5.4.

“**BC Hydro**” has the meaning set out in Section 1.2.

“**BC Hydro Representatives**” has the meaning set out in Section 3.2.

“**Business Day(s)**” means a standard day for conducting business in Vancouver, British Columbia, excluding government holidays and weekends.

“**Business-to-Business Networking Session**” has the meaning set out in Section 3.3.

“**Claim**” means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

**“Collaborative Meetings”** has the meaning set out in Section 3.2.

**“Competitive Selection Process”** means the overall process for the selection of a Preferred Proponent for the Contract including, but not limited to, this RFP stage.

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

**“Contract”** has the meaning set out in Section 1.1.

**“Contractor”** means the Contractor under the Contract.

**“Data Room”** has the meaning set out in Section 3.5.

**“Enquiries”** has the meaning set out in Section 6.7.

**“Evaluation Committee”** has the meaning set out in Section 7.1.

**“Equivalent”** has the meaning set out in Section 5.2.

**“Fairness Advisor”** has the meaning set out in Section 10.11.

**“Final Draft Contract”** has the meaning set out in Section 3.4.

**“Financial Submission”** has the meaning set out in Appendix B.

**“Freedom of Information and Protection of Privacy Act”** or **“FOIPPA”** has the meaning set out in Section 10.2.

**“Initial Draft Contract”** means the draft Contract labeled “Initial Draft Contract” and attached at Appendix F.

**“Intellectual Property Rights”** has the meaning set out in Section 6.10(a)(1).

**“LNTP”** has the meaning set out in Section 2.4.

**“Main Civil Works”** means the Work as defined in the Contract.

**“Participation Security”** has the meaning set out in Appendix B.

**“Partnerships BC”** means Partnerships British Columbia Inc.

**“Preferred Proponent”** means the Proponent selected by BC Hydro pursuant to this RFP to finalize the Contract.

**“Preferred Proponent Security Deposit”** has the meaning set out in Section 8.3;

**“Project”** means the Site C Clean Energy Project.

**“Proponent”** has the meaning set out in Section 1.2.

**“Proponent Team”** means the team specified in Section 1.2.

**“Proponent Team Lead”** means the entity responsible for leading the Proponent Team:

- (a) throughout the Competitive Selection Process for the Contract; and
- (b) entering into the Contract,

as identified in the Proponent’s Proposal and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

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

**“Proposal Price”** means the aggregate price for the complete performance of the Main Civil Works as set out in a Proposal.

**“Proposal Requirements”** means the requirements described in Appendix B.

**“Proposal Validity Period”** has the meaning set out in Section 6.14.

**“Reference Information”** has the meaning set out in Section 3.5.

**“Relationship Disclosure Form”** means a form substantially as set out in Appendix D or as otherwise acceptable to BC Hydro.

**“Request for Proposals”** or **“RFP”** has the meaning set out in Section 1.1.

**“Request for Qualifications”** or **“RFQ”** has the meaning set out in Section 1.2.

**“Restricted Party”** means those persons (including their former and current employees) who had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Contract, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

**“Shared Use Person”** has the meaning set out in Section 9.8.

**“Specifications”** means the specifications for the design, construction and maintenance of the Facility as set out in the Contract, including Schedule 6 [Specifications and Drawings].

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

**“Submission Time for Financial Submission”** means the time for submission of the Financial Submission as identified in the Summary of Key Information.

**“Submission Time for Technical Submission”** means the time for submission of the Technical Submission as identified in the Summary of Key Information.

**“Summary of Key Information”** means the summary of key information included herein as amended by Addendum from time to time.

**“Supplementary Addendum”** has the meaning set out in Section 3 of Addendum # 18 to the RFP.

**“Supplementary Financial Submission”** has the meaning set out in Section 6.16.

**“Supplementary Technical Submission”** has the meaning set out in Section 6.16.

**“Technical Submission”** has the meaning set out in Appendix B.

**“Third Party Intellectual Property Rights”** means all Intellectual Property Rights of any person which is not a member of, or a related party to, a member of the Proponent Team.

## 11.2 INTERPRETATION

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made or exercised by or on behalf of BC Hydro, including the exercise of BC Hydro’s “discretion” or words of like effect, unless the context otherwise requires it, is at the sole, absolute and unfettered discretion of BC Hydro;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFP is not to be read as limiting;
- (f) all dollar values are Canadian dollars unless otherwise indicated;

- (g) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority;  
and
- (h) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

## APPENDIX A EVALUATION OF PROPOSALS

### 1 GENERAL

The Evaluation Committee will evaluate Proposals progressively, in the order as set out in this Appendix A.

For the purposes of evaluation the Evaluation Committee may make adjustments to the Proposal Price as described in this Appendix A.

### 2 EVALUATE TECHNICAL SUBMISSIONS

Subject to the terms of this RFP, including Section 6.1 [Mandatory Requirements] and Section 7.2 [Evaluation of Proposals], the Evaluation Committee will evaluate the Technical Submission from each Proposal (without reviewing the Financial Submission) to determine whether the Technical Submission demonstrates and substantially satisfies the following requirements:

- (a) that the Proponent will substantially meet the requirements of the Final Draft Contract including the design and construction requirements of the Main Civil Works;
- (b) the Proponent has a good understanding of the Main Civil Works and the obligations of contractor under the Final Draft Contract; and
- (c) that the Proponent is capable of:
  - (1) performing the obligations and responsibilities of contractor under the Final Draft Contract; and
  - (2) delivering the Main Civil Works in accordance with the Final Draft Contract.

**If the Evaluation Committee is not satisfied that a Technical Submission substantially satisfies the above requirements, the Evaluation Committee may reject the Proposal and not evaluate it further.**

### 3 EVALUATE FINANCIAL SUBMISSION

Subject to the terms of this RFP, including Section 6.1 [Mandatory Requirements] and Section 7.2 [Evaluation of Proposals], the Evaluation Committee will evaluate each of the Proposal's Financial Submission for which a satisfactory Technical Submission was submitted to determine whether the Evaluation Committee is satisfied that the Financial Submission demonstrates and substantially satisfies the following requirements:

- (a) that the Proponent has arranged sufficient performance security for the Work in accordance with the requirements of the RFP and the Final Draft Contract;

- (b) that the Proponent is financially viable and has the financial capacity to undertake and complete the Work; and
- (c) that the Proponent will be able to retain the labour required for the performance of the Work.

**If the Evaluation Committee is not satisfied that the Financial Submission substantially satisfies the above requirements, the Evaluation Committee may reject the Proposal and not evaluate it further.**

**4 SELECTION AND EVALUATION OF ALTERNATES – RISK ADJUSTMENTS**

The Evaluation Committee, with input as the Evaluation Committee may decide from BC Hydro employees, consultants and advisors, may select some or all of the Alternates, if any, which are included in a Proposal, as the Evaluation Committee may in its absolute discretion decide are advantageous to BC Hydro. If an Alternate is selected then:

- (a) the price adjustment, if any, associated with the selected Alternate as set out in the Proposal will be applied to the Proposal Price; and
- (b) the Evaluation Committee may, for the purposes of evaluation, make further price adjustments on account of risk, as identified by the Evaluation Committee, as set out below in Table 1 [Alternates Risk Adjustments].

**Table 1: Alternates Risk Adjustments**

Risk Factors	\$s
<b>1. Benefit Risk:</b> Risk that Proponent’s stated benefit of Alternate cannot be achieved.	[•]
<b>2. Internal Cost Risk:</b> Risk of increased internal cost for BC Hydro in implementing or verifying validity of an Alternate.	[•]
<b>3. Work Schedule Risk:</b> Risk of adverse impacts on Schedule due to inclusion of Alternate.	[•]
<b>4. Operational Impact Risk:</b> Risk of Alternate negatively affecting final operation of the Project.	[•]
<b>Total \$ Adjustment</b>	<b>[•]</b>

In determining the price adjustment for a given Alternate on account of the risk factors as listed in Table 1 [Alternates Risk Adjustments], the Evaluation Committee may take account of any identified impact on the performance of the Work or the Project, including project management and construction management impacts.

The Evaluation Committee will determine which, if any, of the Alternates that are included in a Proposal BC Hydro will accept, and based on that selection will identify a single, adjusted Proposal (the “**Adjusted Proposal**”) from each Proponent. The aggregate of all price adjustments (both as listed by the Proponent in its Proposal for given Alternates, and as identified by the Evaluation Committee on account of the risk associated with a given Alternate) relating to the selected Alternates will be applied by the Evaluation Committee to adjust the Proposal Price, for the purposes of evaluation, for that single Adjusted Proposal. Following the review of the Alternates the Evaluation Committee will proceed with the evaluation of only the one Adjusted Proposal from each Proponent.

**5 TECHNICAL CREDITS**

The Evaluation Committee will evaluate the Technical Submission as included in each Proponent’s Adjusted Proposal applying the criteria described below to award technical credits as described in this Section 5 (“**Technical Credits**”) that may apply to a Technical Submission as follows:

Table 2 [Technical Credits] describes the technical criteria and indicates the maximum credit points available for each criterion.

**Table 2: Technical Credits**

<b>Criterion</b>	<b>Points Available</b>
<b>Project management approach</b> , as demonstrated by the submissions under Appendix B, Section 1, Packages 1A, 1B and 1D.	50
<b>Construction management approach to the Diversion Works Construction</b> , as demonstrated by the submissions under Appendix B, Section 1, Packages 1C and 1D.	30
<b>Construction management approach to the excavation, Earthfill Dam construction, and RCC Buttress construction</b> , as demonstrated by the submissions under Appendix B, Section 1, Packages 1C and 1D.	20
<b>Total</b>	<b>100</b>

The Evaluation Committee will score the Technical Submission and award points applying the criteria in Table 2 [Technical Credits] based on information provided in the Technical Submissions as described in

Appendix B and any clarifications or additional information as permitted under Section 7.2. The Evaluation Committee will adjust the Proposal Price of an Adjusted Proposal as follows:

- (a) multiply the number of Technical Credit Points (including partial points to one decimal place) as may be awarded to the Proposal under Section 5 by \$2.25 million; and
- (b) subtract the value calculated under Section 5(a) from the Proposal Price.

## **6 ADDITIONAL ADJUSTMENTS TO PROPOSAL PRICE**

- (a) Worker Accommodation Bed Night Adjustment;

The Evaluation Committee will adjust the Proposal Price of each Adjusted Proposal on account of Worker Accommodation as follows:

- (1) multiply the number of Worker Accommodation Bed Nights as set out in the Proponents proposed [Worker Accommodation Bed Night Plan] by \$140; and
- (2) add the product of the Worker Accommodation Bed Night to the Proposal Price.

- (b) Electricity consumption adjustment;

The Evaluation Committee will adjust the Proposal Price of each Adjusted Proposal for electricity consumption as follows:

- (1) multiply the nominal cost of the cost of electricity based on the anticipated electricity use as set out in the Proponent's proposed [Construction Electricity Model] by \$0.04853/kWh; and
- (2) add the product of the electricity consumption to the Proposal Price.

## **7 SELECTION OF PREFERRED PROPONENT**

The Adjusted Proposal with the lowest Proposal Price, as may be adjusted as described in Sections 4, 5 and 6 of this Appendix A, will be selected by the Evaluation Committee as the Preferred Proponent except that the Evaluation Committee may select from among other Adjusted Proposals with an adjusted Proposal Price of not more than \$10 million higher than the Adjusted Proposal with the lowest adjusted Proposal Price the Adjusted Proposal that, in the Evaluation Committee's discretion, is the most advantageous to BC Hydro.

**APPENDIX B PROPOSAL REQUIREMENTS**

See attached.

## APPENDIX B: PROPOSAL REQUIREMENTS

### (a) General

As described under Section 5.1 of the RFP, Proponents should provide the information as called for in this Appendix and attachments, in the described form. Without limiting any other term of this RFP, including Section 7.2 of the RFP, Proponents may provide additional information or supplemental material to clarify any Proposal item.

### (b) Technical and Financial Submissions

Proposals should be presented in two submissions: a Technical Submission; and a Financial Submission, each of which consists of the packages described in Sections 1 and 2 of this Appendix. Proponents should use the Section numbers and corresponding titles as outlined in Section 1 and 2. Where similar requirements are requested in different Sections or Subsections, a Proponent may provide all of the information in one Section of its Proposal and provide cross references in its Proposal to that Section in the other Sections.

The Technical and Financial Submissions should conform to the requirements of the RFP, including the Final Draft Contract and the Specifications. In cases where the Proposal Requirements make specific reference to sections of the Final Draft Contract or Specifications this is done for convenience and clarification only.

### (c) Proposal Requirements Table of Contents

#### Section 1 Technical Submission Requirements

##### Package 1A: General Information

- 1A.1 Transmittal Package
- 1A.2 Proponent Details
  - 1A.2.1 Proponent Legal Name
  - 1A.2.2 Proponent Ownership
  - 1A.2.3 Contact Details
- 1A.3 Proponent Team Members and Subcontractors Details
  - 1A.3.1 Entities Responsible to Perform the Work
  - 1A.3.2 Work History

##### Package 1B: Overall Capability and Capacity to Perform the Work

- 1B.1 Project Management Plan
- 1B.2 Senior Management
- 1B.3 Labour Strategy
- 1B.4 Environmental Obligations

- 1B.5 Quality Management
- 1B.6 Safety
- 1B.7 Aboriginal Inclusion and Reporting Requirements
- 1B.8 Communication Roles

Package 1C: Implementation Schedule and Plans

- 1C.1 Work Program and Schedule
- 1C.2 Construction Implementation Plans:
  - 1C.2.1 General Construction Methodology Approach
  - 1C.2.2 Construction Personnel
  - 1C.2.3 Diversion Works Construction
  - 1C.2.4 Dams and Cofferdams Construction
  - 1C.2.5 RCC Buttress Construction
  - 1C.2.6 Surface and Underground Excavations
  - 1C.2.7 Off-Site Materials Production
  - 1C.2.8 On-Site Materials Production
  - 1C.2.9 Other Construction Activities

Package 1D: Alternate Submission Requirements

Package 1E: Limited Notice to Proceed (LNTP)

Section 2 Financial Submission Requirements

Package 2A: Transmittal Package

- Confirmation that there have been no changes to the Proponent Team
- Appendix C - Proposal Declaration Form

Package 2B: Financial

Executive Summary and Contents List

- 2B.1 Structure of the Proponent and Relationship with BC Hydro
- 2B.2 Price Proposal
- 2B.3 Basis of Financial Submission
- 2B.4 Financial Capacity
- 2B.5 Insurance
- 2B.6 Participation Security

Package 2C: Resource Estimate

- 2C.1 Worker Accommodation Bed Night Plan
- 2C.2 Construction Electricity Model

## **Section 1 TECHNICAL SUBMISSION REQUIREMENTS**

### **(a) Drawings**

Where drawings are required, it is BC Hydro's preference that Proponents, where reasonable, provide combined drawings which will provide the information for more than one requirement, with the appropriate cross-references in each Section. Proponents should include a drawing index clearly identifying the requirement of this Appendix that a drawing is intended to meet.

### **(b) Resumes**

Resumes that are included in the Proposal should be no longer than two pages each and include the following information:

- (i) Proposed Position on Proponent Team
- (ii) Name
- (iii) Education and, where relevant, professional accreditation indicating eligibility to practice in the province of British Columbia
- (iv) Work Experience demonstrating relevant experience for the proposed position on the Main Civil Works by reference to work of similar type, scale and complexity including weather and geologic conditions
- (v) References for their last two projects or the past three years (whichever is shorter)  
Confirm that each reference is aware that their names are being included and is willing to provide reference to BC Hydro

### **(c) Scopes of Work**

Where information regarding organizational structures is requested in the packages below, provide a level of detail sufficient to identify, at minimum, the differentiation of responsibilities with respect to the following scopes of Work or activities:

- (i) Overall project management
- (ii) Diversion Works Construction
- (iii) Dams and Cofferdams Construction
- (iv) RCC Buttress Construction
- (v) Surface and Underground excavations
- (vi) Off-Site Material Production

- (vii) On-Site Material Production
- (viii) Quality control testing for soils, aggregates, RCC and concrete
- (ix) Geotechnical instrumentation
- (x) Geomembrane supply and install
- (xi) Design services

**(d) Levels of Information Required in Responses**

BC Hydro has generally asked for information in Package 1 that can be broadly categorized as follows:

- (i) “Descriptions” – Proponent should provide a summary of the key aspects of the information requested, that is complete and responsive to the items requested;
- (ii) “Plans” – a Proponent should outline the methods and strategy to undertake the Work. A Plan should comply with the requirements of the Final Draft Contract and contain specific technical information as appropriate. Draft Plans do not need to be fully complete, but should include sufficient information to allow BC Hydro to understand what will be included in the final Plan; and
- (iii) “Designs” – a Proponent should include drawings, diagrams, calculations and information, prepared or approved by qualified Professional Engineers registered in British Columbia, to the level of design as required to price and plan such Work, and permit BC Hydro to understand the Design. Designs should be sufficiently complete so that they can be included in the final Contract with sufficient certainty to form the basis for final Designs. For each design included in its Proposal a Proponent should indicate the level to which the design has been prepared.

Package 1A: General Information		
Section	Title	Contents
<b>1A.1</b>	<b>Transmittal Package</b>	
		<p>The transmittal package should contain the following:            The <b>contact person</b> for all future communications between BC Hydro and the Proponent, including:</p> <ul style="list-style-type: none"> <li>(i) name;</li> <li>(ii) employer's name;</li> <li>(iii) mailing address;</li> <li>(iv) telephone number;</li> <li>(v) email addresses; and</li> <li>(vi) fax number.</li> </ul> <p>One (1) fully executed copy of Appendix D – Relationship Disclosure: Conflict of Interest and Unfair Advantage Form; and            Overview Table of Contents for all parts of the Technical Submission.</p>
<b>1A.2</b>	<b>Proponent Details</b>	
1A.2.1	Proponent's Legal Name	<p>A Proponent should provide</p> <ul style="list-style-type: none"> <li>a) a description of the legal structure of the Proponent (or that the Proponent will adopt as the Contractor) including the proposed full legal name of the Proponent, or as applicable, each legal entity which comprises the Proponent; and</li> <li>b) the incorporation number in the jurisdiction in which it is currently registered, or extra-provincial registration number for British Columbia, for the Proponent or as applicable, each legal entity that comprises the Proponent, and further details, including:               <ul style="list-style-type: none"> <li>(i) certificate of incorporation;</li> <li>(ii) memorandum and articles of incorporation; and</li> <li>(iii) documentation demonstrating that the Proponent, or as applicable, each legal entity which comprises the Proponent, is duly authorized to carry on business in British Columbia or, if the Proponent or any legal entity which comprises the Proponent is not currently authorized to carry on business in British Columbia, a description of the steps</li> </ul> </li> </ul>

Package 1A: General Information		
Section	Title	Contents
		that the Proponent or such legal entity comprising the Proponent plans to take if the Proponent is selected as the Contractor in order become so duly authorized.
1A.2.2	Proponent Ownership	A Proponent should provide details of the ownership structure and copies of all agreements related to ownership.
1A.2.3	Contact Details	For each owner of the Proponent, the Proponent should provide: Authorized Representative, registered office, telephone number, email addresses, and fax number.
<b>1A.3</b>	<b>Proponent Team Members and Subcontractors Details</b>	
1A.3.1	Entities Responsible to Perform the Work	<p>For each of the scopes of Work or activities listed in Section 1 (c) of this Appendix, a Proponent should identify:</p> <ul style="list-style-type: none"> <li>a) the legal entity that will be responsible for the performance of the Work in each scope of Work or activity (Proponent Team member; Joint Venture; Subcontractor; Supplier; Consultant, etc.);</li> <li>b) full legal name(s) of each entity; and</li> <li>c) contact details for each entity (registered office, telephone number, email addresses, and fax number)</li> </ul> <p>If a scope of Work or activity listed in Section 1 (c) of this Appendix is divided between more than one entity, provide the information requested above for each entity.</p>
1A.3.2	Work History	<p>For each entity listed in Section 1A.3.1 of this Appendix, a Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a description, location, approximate value, date of award, duration, and name of owner (including contact information for references) for at least one completed project that: <ul style="list-style-type: none"> <li>(i) had similar scope and complexity to the area of Work for which the legal entity is responsible;</li> <li>(ii) was in similar climatic conditions to the area of Work for which the legal entity is responsible; and</li> <li>(iii) involved working with shale or similar sedimentary rocks, where applicable to the area of work for which the legal entity is responsible; and</li> </ul> </li> <li>b) information on aggregate annual value of work for the last five years and current backlog.</li> </ul>

Package 1B: Overall Capability and Capacity to Perform the Work		
Section	Title	Contents
<b>1B</b>	<b>Project Management Plan</b>	
A Proponent should provide a Project Management Plan that describes the Proponent’s plan to undertake and to manage the Work and demonstrates the Proponent meets the requirements as described in Appendix A Section 2, including the following:		
1B.1	Organizational Structure and Management Structure to Perform the Work, including Relationships between the Proponent, Proponent Team Members and Subcontractors.	A Proponent should provide a description of the Proponent’s planned organizational structure for the performance of the Work, with particular reference to the scopes of Work and activities as listed in Section 1 (c) of this Appendix, showing the relationships between the Proponent and the entities identified in the Proponent’s Proposal responding to Section 1A3.1 of this Appendix as well as a description of the scope of responsibilities of such entity.
1B.2	Senior Management	<p>A Proponent should identify its proposed organizational structure that covers the following management functions, including identification of the persons that will perform these functions and the resumes of the identified persons as described above in Section 1 (b) (Resumes) of this Appendix:</p> <ul style="list-style-type: none"> <li>a) Contractor’s Representative As described in Schedule 3 [Roles and Representatives].</li> <li>b) Project Management Senior management of all aspects of the Work, including overall design, construction, quality management, contract administration, safety, and environmental compliance. Assigned to the Work full time and located on Site for the duration of the Work.</li> <li>c) Engineering Management Responsible for the Contractor’s design obligations as included in the Work. Available for on-Site consultation during construction.</li> <li>d) Survey Management Overall responsibility for Contractor’s survey obligations as included in the Work including directing field crew(s) and surveying technicians, overseeing survey aspects of the Work, directing preparation of all types of survey plans, and ensuring</li> </ul>

Package 1B: Overall Capability and Capacity to Perform the Work		
Section	Title	Contents
		<p>the accuracy of all quantities computations.</p> <p>e) Construction Management  Senior management of all aspects of the Contractor's construction obligations as included in the Work.</p> <p>f) Diversion Tunnel Construction Management  Responsible for all the Work related to the construction of the Diversion Tunnels, including: the Inlet and Outlet Channels; Inlet and Outlet Structures; Tunnel Conversion and Diversion Tunnel backfilling, in accordance with the Contract Documents, particularly Sections 03 30 00 [Cast-in-Place Concrete], 13 30 00 [River Diversion and Cofferdams], 13 60 00 [Diversion Hydromechanical Equipment], 31 23 00 [Surface Excavation], 31 23 50 [Underground Excavation], and 31 30 00 [Rock Support] of Appendix 6-2 [Technical Specifications].</p> <p>g) Earthfill Dam Construction Management  Responsible for all the Work related to the construction of the Cofferdams and the Earthfill Dam required for the Work in accordance with the Contract Documents, particularly Sections 13 30 00 [River Diversion and Cofferdams], 31 40 00 [Drilling Grouting and Drainage], 31 60 00 [Foundation Preparation] and 31 70 00 [Fill Construction] of Appendix 6-2 [Technical Specifications].</p> <p>h) RCC Buttress Construction Management  Responsible for all the Work related to the construction of the Roller Compacted Concrete Buttresses required for the Work in accordance with the Contract Documents, particularly Sections 03 50 00 [Roller Compacted Concrete], 03 70 00 [Roller Compacted Concrete Batch Plant] and 31 60 00 [Foundation Preparation] of Appendix 6-2 [Technical Specifications].</p> <p>i) Drilling and Blasting Management  Responsible for the drilling and blasting of the surface excavations Work with particular reference to Section 31 23 00 [Surface Excavation] of Appendix 6-2 [Technical Specifications].</p> <p>j) Materials Management  Responsible for the planning, processing and production of earth and rock materials</p>

Package 1B: Overall Capability and Capacity to Perform the Work		
Section	Title	Contents
		<p>required for the Work in accordance with the Contract Documents, and in particular ensuring that the requirements of Sections 03 40 00 [Concrete, Shotcrete and Roller Compacted Concrete Aggregates], 31 12 00 [Sources of Materials] and 31 70 00 [Fill Construction] of Appendix 6-2 [Technical Specifications] are met.</p> <p>k) Laboratory Testing Management          Responsible for maintaining all certifications of the test lab in accordance with Schedule 8 [Quality Management] during the period of lab testing; managing the Contractor's Site lab testing program independently from the construction; ensuring lab testing is conducted in accordance with lab test procedures and the Contract Documents; and maintaining updated quality documents and records for review.</p> <p>l) Project Controls Management          Responsible for the development and implementation of cost and schedule baselines and systems to facilitate on-going tracking, measuring, forecasting, management and reporting of the Work's cost and schedule performance and the production of accurate up to date Monthly Progress Reports, according to the requirements specified in Schedule 4 [Work Program and Schedule].</p> <p>m) Schedule Management          As described in Schedule 4 [Work Program and Schedule].</p> <p>n) Environmental Management          As described in Schedule 7 [Environmental Obligations].</p> <p>o) Quality Management          As described in Schedule 8 [Quality Management].</p> <p>p) Qualified Site Safety Coordination          As described in Schedule 10 [Safety].</p>
1B.3	Labour Strategy	<p>A Proponent should provide the Proponent's plan to attract and retain the required workers and staff through all stages of the performance of the Work. The Labour Strategy should include:</p> <p>a) a description of how and where workers are planned to be sourced;</p> <p>b) identification of any initiatives to be used to attract and retain workers, improve labour</p>

Package 1B: Overall Capability and Capacity to Perform the Work		
Section	Title	Contents
		<p>stability, provide apprenticeships, provide quick resolution to labour disputes, and improve workplace diversity;</p> <p>c) a list and description of the agreements, if any, that the Proponent has entered into to retain labour;</p> <p>d) a description of the Proponent's employee turnaround sequence;</p> <p>e) a description of the Proponent's training programmes;</p> <p>f) a list of the Proponent's labour rates, complete with burdens for each trade;</p> <p>g) a description of the Proponent's proposed overtime shift differential payments;</p> <p>h) a description of the Proponent's proposed weekly hours of work by shift;</p> <p>i) a brief list of relevant projects with similar conditions and labour environments that utilized comparable amounts and types of labour; and</p> <p>j) a training and apprenticeship plan that describes the Proponent's apprenticeship and training program to increase the number of red-seal apprentices that will be engaged in the performance of the Work. The plan should include a description of the trades that will be included, and the program implementation details.</p>
1B.4	Environmental Obligations	<p>A Proponent should provide:</p> <p>a) a description of the Proponent's planned approach generally to meeting the environmental requirements under the Final Draft Contract; and</p> <p>b) with respect to the Work under Section 13 40 00 [RSEM and Water Management] of Appendix 6-2 [Technical Specifications]:</p> <p>(i) a draft of the Proponent's RSEM and Water Management Work Plan as specified in Clause 1.4.1.1 of Section 13 40 00 [RSEM and Water Management], demonstrating how the requirements of that Section will be met; and</p> <p>(ii) a draft of the Proponent's Environmental Protection Plan for RSEM and Water Management, indicating the Proponent's understanding of, and approach to, meeting the environmental requirements under the Final Draft Contract.</p>
1B.5	Quality Management	<p>A Proponent should provide:</p> <p>a) a description of the Proponent's planned Quality System for the performance of the Work,</p>

<b>Package 1B: Overall Capability and Capacity to Perform the Work</b>		
<b>Section</b>	<b>Title</b>	<b>Contents</b>
		<p>including the means by which all quality non-conformance issues, including Work performed by Subcontractors, will be identified, monitored, and resolved;</p> <p>b) a draft of the Design Quality Management Plan in accordance with Appendix 8-1 [Design Quality Management Plan] of Schedule 8 [Quality Management] of the Final Draft Contract; and</p> <p>c) a draft of the Construction Quality Management Plan in accordance with Appendix 8-2 [Construction Quality Management Plan] of Schedule 8 [Quality Management] of the Final Draft Contract.</p>
1B.6	Safety	A Proponent should provide a draft of the Proponent's Site Safety Management Plan in accordance with Schedule 10 [Safety] of the Final Draft Contract.
1B.7	Aboriginal Inclusion and Reporting Requirements	<p>A Proponent should provide:</p> <p>a) a draft of the Proponent's Aboriginal Inclusion Plan as described in Section 2.2 of Schedule 16 [Aboriginal Inclusion and Reporting Requirements] of the Final Draft Contract; and</p> <p>b) an outline of the Proponent's Aboriginal Inclusion Performance Report as described in Section 2.3 of Schedule 16 [Aboriginal Inclusion and Reporting Requirements] of the Final Draft Contract.</p>
1B.8	Communications Roles	<p>A Proponent should provide:</p> <p>a) a draft of the Proponent's Supporting Role Construction Communications Plan as described in Section 6.2 of Schedule 9 [Communications Roles] of the Final Draft Contract.</p>

<b>Package 1C: Implementation Schedule and Plans</b>		
<b>Section</b>	<b>Title</b>	<b>Contents</b>
1C.1	<b>Work Program and Schedule</b>	A Proponent should provide a draft of the Proponent's Work Program and Schedule prepared in accordance with, and meeting the requirements of, Schedule 4 [Work Program and Schedule] of the Final Draft Contract.
1C.2	<b>Construction Implementation Plans</b>	

Package 1C: Implementation Schedule and Plans		
Section	Title	Contents
		A Proponent should provide construction implementation plan(s) describing key construction issues identified by the Proponent and the Proponent's strategy to manage those issues, including the following:
1C.2.1	General Construction Methodology Approach	<p>A Proponent should provide a description of the Proponent's planned construction methodology for major construction activities of the Work, including:</p> <ol style="list-style-type: none"> <li>a) Mobilization.</li> <li>b) List and details of major equipment required and list of proposed stand-by equipment, including pertinent details (such as model and rating). The Proponent should also provide details of the country of origin of the equipment anticipated to be used in the performance of the Work.</li> <li>c) The planned progress and sequence of the Work at the end of each winter and summer construction season, including details relating to all access roads, crossings, underpasses, overpasses and ramps, conveyors, and interface requirements with Other Contractors.</li> <li>d) Drafts of the roads and hauling plan and road maintenance plan as specified in Clause 1.4.1 of Section 34 50 00 [Roads and Site Drainage] of Appendix 6-2 [Technical Specifications], to demonstrate how the requirements of Section 34 50 00 [Roads and Site Drainage] will be met.</li> <li>e) Description of survey control methodology.</li> <li>f) The proposed Site layout of all temporary facilities required for completion of the Work including locations of proposed offices, warehouses, garages/workshops, storage yards, special equipment, lunch rooms, etc. (include plans showing the boundaries of the Dam Site Area, the conveyor corridor from 85th Avenue Industrial ands, Wuthrich Quarry and West Pine Quarry).</li> <li>g) Description of computer systems and software applications that will be used to support the performance of the Work. In particular, provide information on how Engineering/Design/Survey data including how the latest 3D and other electronic technology will be incorporated to maximize effective planning, execution and management of the Work.</li> <li>h) Description of the methods and routes proposed to transport equipment, components, and materials to Site.</li> <li>i) Description of the management of interfaces including shared roads, laydown areas, access requirements and other interfaces described in the Contract Documents.</li> </ol>

Package 1C: Implementation Schedule and Plans		
Section	Title	Contents
1C.2.2	Permitting Plan	A Proponent should provide a draft of the Proponent's Permitting Plan prepared in accordance with, and meeting the requirements of, Section 4.2 of Schedule 2 [General Conditions] of the Final Draft Contract.
1C.2.3	Diversion Works Construction	
1C.2.3.1	Tunnel Linings	A Proponent should provide a draft of the plan for placing concrete lining including proposed formwork and construction methodology and details for installing embedded parts for orifices. The draft plan should include the number of forms and anticipated production rates.
1C.2.3.2	Installation of Orifices for Reservoir Filling	A Proponent should provide a draft of the plan for Tunnel Conversion as specified in Clause 1.4.8 of Section 13 30 00 [River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications]. The draft plan should demonstrate how safety and confined space requirements will be met in planning and implementation of the Work.
1C.2.3.3	Backfilling tunnels	A Proponent should provide a draft plan for placing concrete tunnel plug and a draft of the plan for backfilling tunnels as specified in Clause 1.4.9 of Section 13 30 00 [River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications].
1C.2.3.4	Hydromechanical	A Proponent should provide: <ul style="list-style-type: none"> <li>a) preliminary data, including weights, dimensions and capacities of Hydromechanical Equipment;</li> <li>b) a description of the supply and installation of Hydromechanical Equipment including gates, embedded parts, hydraulic hoist and HPU; and</li> <li>c) a draft of the work plan for Reservoir Filling specified in Clause 1.4.7 of Section 13 30 00 [River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications], including mobile hoist arrangements and lift capacities.</li> </ul>
1C.2.3.5	Inlet and outlet structures	A Proponent should provide: <ul style="list-style-type: none"> <li>a) a draft craneage plan including layout drawings;</li> <li>b) a description of the cold weather (heating and hoarding) protection strategy consistent with the Work Program and Schedule provided under Section 1C.1 of this Appendix;</li> <li>c) any proposed modifications to facilitate installation of orifices;</li> </ul>

Package 1C: Implementation Schedule and Plans		
Section	Title	Contents
		<ul style="list-style-type: none"> <li>d) preliminary drawings showing the pedestrian access bridge linking the left abutment to diversion Inlet Structure #2 deck level, and the pedestrian access stairway leading from the Left Bank Excavation rock bench down to the pedestrian access bridge platform;</li> <li>e) a draft plan for opening and closing (operation) of the Diversion Inlet Structure air vent covers for the full duration of the construction period, including during floods and reservoir filling; and</li> <li>f) a draft plan for installation of stoplogs, including drawings detailing mobile hoist arrangement and lift capacities.</li> </ul>
1C.2.4	Dams and Cofferdams Construction	
		For the cofferdams, a Proponent should provide drawings, diagrams, calculations and information, prepared or approved by qualified Professional Engineers registered in British Columbia, to the level of design as required to price and plan such Work, and permit BC Hydro to understand such designs, including the following:
1C.2.4.1	Stage 1 Cofferdams	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a draft of the design package for the Stage 1 Cofferdams as specified in Clause 1.4.1.2.1 of Section 13 30 00 [River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications];</li> <li>b) a description of cut-off wall type(s) (e.g. secant pile, cement bentonite slurry etc.) including equipment; and</li> <li>c) a draft of the work plan for construction of the Stage 1 Cofferdams as specified in Clause 1.4.1.2.2 of Section 13 30 00 [River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications].</li> </ul>
1C.2.4.2	Stage 2 Cofferdams	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a draft of the design package for the Stage 2 Cofferdams as specified in Clause 1.4.1.3.1 of Section 13 30 00 [River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications];</li> <li>b) a description of cut-off wall type(s) (e.g. secant pile, cement bentonite slurry etc.) including equipment for cut-off walls;</li> <li>c) a draft of the work plan for construction of the Stage 2 Cofferdams as specified in Clause 1.4.1.3.2 of Section 13 30 00 [River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications]; and</li> <li>d) a draft of the work plan for River Closure as specified in Clause 1.4.1.4.2 of Section 13 30 00</li> </ul>

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Section	Title	Contents
		[River Diversion and Cofferdams] of Appendix 6-2 [Technical Specifications].
1C.2.4.3	Earthfill Dam	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a description of the proposed methods for protecting invert of core trench after excavation and Foundation Preparation prior to placement of impervious core material as specified in Clause 1.4.2 of Section 31 60 00 [Foundation Preparation] of Appendix 6-2 [Technical Specifications];</li> <li>b) a draft of the proposed Drilling and Grouting plan as specified in Clause 1.4.1 of Section 31 40 00 [Drilling, Grouting and Drainage];</li> <li>c) a description of the cold weather (heating and hoarding) protection strategy for foundation grouting consistent with the Work Program and Schedule provided under Section 1C.1 of this Appendix; and</li> <li>d) a draft plan (method statement) for proposed fill placement and compaction methods as specified in Clause 1.4.1 of Section 31 70 00 [Fill Construction] of Appendix 6-2 [Technical Specifications].</li> </ul>
1C.2.4.4	Care of Water	A Proponent should provide a description of the dewatering strategy for each area of the Work (i.e. within each cofferdam) and demonstrate how it will comply with environmental requirements of the Final Draft Contract, including a draft of the work plan specified in Clause 1.3.1 of Section 31 80 00 [Care of Water] of Appendix 6-2 [Technical Specifications] and a draft of the Water Management Work Plan specified in Clause 1.4.1.1 of Section 13 40 00 [RSEM and Water Management] of Appendix 6-2 [Technical Specifications].
1C.2.5	RCC Buttress Construction	
1C.2.5.1	Mix design	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) its proposed RCC mix proportions as specified in Clause 1.4.2.2.2 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications]; and</li> <li>b) a draft plan for RCC trial placement as specified in Clause 1.4.8.1.1 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications].</li> </ul> <p>The above should demonstrate how the RCC mix design and RCC trial placement will be done such that the RCC and concrete works can begin as early as possible and progress in accordance the Work Program and Schedule provided under Section 1C.1 of this Appendix.</p>

Package 1C: Implementation Schedule and Plans		
Section	Title	Contents
1C.2.5.2	Cementitious Materials	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) proposed primary and secondary sources of Cementing Material as specified in Clause 1.4.2.1.1 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications], including description of how the materials will be transported to Site from off-Site storage locations and demonstration that the Cementing Materials from those sources will meet the specified requirements;</li> <li>b) a draft plan for storing cement and fly ash at on-Site or at off-Site locations as specified in Clause 1.4.2.2.7 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications], including number of months of cement and fly ash supply stored on Site and identification of any off-Site locations for storage of cement and fly ash; and</li> <li>c) a description of the measures taken to ensure adequate supply of Cementing Materials to meet the Work Program and Schedule provided under Section 1C.1 of this Appendix.</li> </ul>
1C.2.5.3	Aggregates	<p>A Proponent should describe the proposed aggregate processing plant, including the type and rating of crushers. This should identify the number of months' supply of RCC aggregates that will be stockpiled on Site at the commencement of RCC construction of each section of RCC buttress.</p>
1C.2.5.4	RCC Construction	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a draft RCC Handling and Placement Plan as specified in Clause 1.4.6.1 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications], including: <ul style="list-style-type: none"> <li>(i) proposed provisions for placing concrete and RCC in cold weather such as protection measures for: aggregate/cement/fly ash/water; batch plant; trucks/conveyors; pumps and lines, etc. including plans for hoarding and heating;</li> <li>(ii) details of equipment (number, size, make, model, year of manufacture, standby or spare capacity, etc.);</li> <li>(iii) anticipated production rates including a monthly RCC placing curve; and</li> <li>(iv) layout drawings showing the locations of equipment for each season of RCC placement including the locations of conveyer system and of cranes including swing area and load travel areas clearly indicating any building, shops, containers which may be under the swing and travel area; and</li> </ul> </li> <li>b) a draft CVC Hauling Plan as specified in Clause 1.4.5 of Section 03 50 00 [Roller Compacted</li> </ul>

Package 1C: Implementation Schedule and Plans		
Section	Title	Contents
		<p>Concrete] of Appendix 6-2 [Technical Specifications];</p> <p>c) a draft RCC Protection and Curing Plan as specified in Clause 1.4.7 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications];</p> <p>d) a description of the proposed method for insulating RCC surfaces during the first winter after construction as specified in Clause 1.4.9.1 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications]; and</p> <p>e) the date that RCC plant will be ready for production.</p>
1C.2.5.5	Laboratory testing	<p>A Proponent should provide:</p> <p>a) a description of the setup of the RCC and concrete testing laboratory; and</p> <p>b) a draft RCC Inspection and Test Plan as specified in Clause 1.4.2.2.4 of Section 03 50 00 [Roller Compacted Concrete] of Appendix 6-2 [Technical Specifications].</p>
1C.2.6	Surface and underground excavations	
1C.2.6.1	Excavation	<p>A Proponent should provide:</p> <p>a) draft excavation plans describing methods (e.g. drill and blast or mechanical) for surface and underground excavations; whether full face or heading and bench for underground excavations; showing access ramps and roads; and anticipated production rates;</p> <p>b) details of equipment (number, type, capacity, etc.) to be used for excavation, hauling and rock support;</p> <p>c) a description of the method for protecting invert from deterioration during underground excavations;</p> <p>d) a description of the proposed methodology for the design and support of Contractor-designed excavation slopes, as indicated on the Drawings;</p> <p>e) a description of the type of explosives and techniques that will be used for controlled perimeter blasting, buffer holes and bulk excavation; including details on strength, water resistance, etc.;</p> <p>f) a description of the location where bulk explosives will be manufactured and how they will be transported and stored;</p> <p>g) a description of the locations where cartridge explosives will be stored; and</p> <p>h) a description of how safety requirements will be addressed including overhead and working</p>

Package 1C: Implementation Schedule and Plans		
Section	Title	Contents
		from height hazards.
1C.2.6.2	Care of Water	A Proponent should provide a description of the dewatering strategy for each area of the Work (i.e. within each excavation area) and demonstrate how it will comply with environmental requirements of the Final Draft Contract, including a draft of the work plan specified in Clause 1.3.1 of Section 31 80 00 [Care of Water] of Appendix 6-2 [Technical Specifications] and a draft of the RSEM and Water Management Work Plan specified in Clause 1.4.1.1 of Section 13 40 00 [RSEM and Water Management] of Appendix 6-2 [Technical Specifications].
1C.2.6.3	Rock Support	A Proponent should provide: <ul style="list-style-type: none"> <li>a) draft shotcreting plans including: areas where wet mix and dry mix will be used; and whether aggregates and sand will be produced on site or pre-bagged shotcrete mixtures will be used. If the latter, indicate the source and provide Alkaline Aggregates Reactivity (AAR) data results;</li> <li>b) a description of the methods for installing and grouting rock bolts through open relaxation joints; and</li> <li>c) a description of the cold weather (heating and hoarding) protection strategy for shotcrete consistent with the Work Program and Schedule provided under Section 1C.1 of this Appendix.</li> </ul>
1C.2.6.4	Foundation Preparation	A Proponent should provide: <ul style="list-style-type: none"> <li>a) draft plans for protection of excavated surfaces for each major excavation (shotcrete; granular cover; final excavation just ahead of placement of fill or concrete; etc.); and</li> <li>b) a description of the means and methods for foundation preparation prior to construction of permanent works.</li> </ul>
1C.2.6.5	Right Bank Drainage Tunnel	A Proponent should provide its underground working plans for the Right Bank Drainage Tunnel, including: <ul style="list-style-type: none"> <li>a) a description of its equipment and excavation method;</li> <li>b) a Ventilation Plan;</li> <li>c) sufficient information to permit immediate application to be made under Part 22 Underground Workings of the WorkSafe BC Regulations to proceed with the Right Bank Drainage Tunnel, including the Report required under Section 22.6(h) of the WorkSafe BC Regulations.</li> </ul>

Package 1C: Implementation Schedule and Plans		
Section	Title	Contents
1C.2.7	Off-Site Materials Production	
1C.2.7.1	85th Avenue Industrial Lands	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a draft plan for the development, mining, stockpiling, conditioning and conveying Zone 1 material to the Dam Site Area;</li> <li>b) a draft Impact Mitigation Plan, including provisions for mitigating dust, noise and light;</li> <li>c) a draft Conveyor Plan including provisions for mitigating dust, noise and light along route and for crossings of public roads;</li> <li>d) a draft plan for transporting till from end of conveyor to earthfill dam and approach channel; and</li> <li>e) a draft reclamation plan demonstrating how the area will be left in the required condition.</li> </ul>
1C.2.7.2	West Pine Quarry	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a draft plan for the development, mining, sorting rock into required sizes, stockpiling and hauling plans, including description of equipment and methods for sorting and screening required gradations and anticipated production rates;</li> <li>b) if hauling by rail from West Pine Quarry, confirmation that an agreement has been reached with CN; and</li> <li>c) if hauling by road from West Pine Quarry, provide its required schedule for completing required road upgrades in vicinity of Chetwynd.</li> </ul>
1C.2.7.3	Wuthrich Quarry	<p>A Proponent should provide a draft plan for the development, mining, sorting rock into required sizes, stockpiling and hauling plans for Wuthrich Quarry, including description of equipment and methods for sorting and screening required gradations and anticipated production rates.</p>
1C.2.8	On-Site Materials Production	
1C.2.8.1	Material Flow	<p>A Proponent should provide:</p> <ul style="list-style-type: none"> <li>a) a flow chart showing material balance, with source (e.g. required excavations, quarry, borrow, etc.) and destination (e.g. fill, aggregate processing plan, RSEM, etc.) for all excavated materials (including off-Site) indicating the use and reuse of materials and how waste will be minimized; and</li> </ul>

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Section	Title	Contents
		b) draft plans for temporary haul roads and conveyors from materials sources to destination, indicating how these routes will change with time.
1C.2.8.2	Aggregates & Filters	A Proponent should provide: <ul style="list-style-type: none"> <li>a) a draft development plan for utilization of all materials extracted from Area A; and</li> <li>b) a draft plan for processing and stockpiling aggregates and filters including equipment (e.g. crusher type, screening and wash plant), stockpile locations, access roads, anticipated production rates, plant layout and settling ponds. The Proponent should demonstrate how quality control and assurance requirements of the Specification will be addressed.</li> </ul>
1C.2.8.3	Relocated Surplus Excavated materials	A Proponent should provide: <ul style="list-style-type: none"> <li>a) a draft plan for development of RSEMs including measures for diversion and control of run-off demonstrating how any seepage or discharge from these areas will meet environmental requirements; and</li> <li>b) a conceptual design for Moberly River crossing.</li> </ul>

## PACKAGE 1D. ALTERNATE SUBMISSION REQUIREMENTS

If a Proponent elects to include an Alternate(s) as permitted by Section 5.3 of the RFP, then for each Alternate include the following information in sufficient detail to permit BC Hydro to understand and evaluate the proposed variance(s):

- a) clearly describe the Alternate, indicating:
  - (i) the specific Technical Specifications in the Final Draft Contract that would be varied by the Alternate;
  - (ii) the specific changes to the Technical Specifications required to accommodate the Alternate, including the specific differences between the Final Draft Contract Technical Specification and the Technical Specification as altered to accommodate the Alternate;
  - (iii) a design brief covering the Alternate, prepared under the supervision of a Professional Engineer registered in British Columbia, who is qualified and experienced in performing design required for the Alternate and required to implement the variance(s) to the Technical Specifications. The design brief will include:
    1. general arrangement and other Drawings required to fully describe the Alternate; and
    2. design calculations demonstrating that the Alternate meets the standards generally required for the Project;
- b) explain the justification or rationale for the Alternate, as compared to the Final Draft Contract Technical Specifications, and the anticipated impacts of the variance(s), including both positive and negative impacts as applicable to BC Hydro including any:
  - i) changes to the Proposal Price (increase or decrease);
  - ii) changes to the Worker Accommodation Requirements;
  - iii) changes to the Construction Electricity Model;
  - iv) changes to the Work Program and Schedule;
  - v) safety implications;
  - vi) environmental implications;
  - vii) improvements to quality; and

- viii) required changes to the operations of the upstream projects on the Peace River during construction; and
- c) required revisions to the Final Draft Contract, if any, including:
  - i) the cost impact (cost increase or cost decrease) of the Alternate as compared to the Technical Specifications in the Final Draft Contract.
  - ii) any additional Payment Items required together with related new or revised estimated quantities as applicable;
  - iii) any Payment Items that would no longer be required; and
  - iv) any other identified required revisions.

**PACKAGE 1E. LIMITED NOTICE TO PROCEED (LNTP)**

As set out in Section 2.4 of the RFP, BC Hydro intends to grant the Preferred Proponent an LNTP in accordance with the terms and limitations as set out in Appendix H [Form of Limited Notice to Proceed] to this RFP if the award of the Contract is delayed.

A Proponent should, with particular reference to Appendix 4-1 [BC Hydro Project Schedule] in the Final Draft Contract, and also to the Proponent's submissions in response to Section 1C.1 of this Appendix B; Submission Requirements, provide the following on the scenario that the award of the Contract is delayed by three months:

- a) a clear description of the scope of the Main Civil Work that the Proponent would recommend and require to be included in the LNTP;
- b) a clear description of the Work Program as described in Appendix H [Form of Limited Notice to Proceed] covering the scope as recommended by the Proponent, as described in Section 1E(a) above; and
- c) an estimate of the monthly payments payable by BC Hydro for the performance of the recommended LNTP services

## SECTION 2 FINANCIAL SUBMISSION REQUIREMENTS

This section summarizes the information and documentation that Proponents should address in their Financial Submissions.

### Package 2A: Transmittal Package

The transmittal package should contain the following information and documents:

- confirmation that there have been no changes to the Proponent Team, or in the ownership or control of any Team member, other than those with respect to which the Proponent has complied with Section 6.13 [Changes to Proponent Teams] of the RFP;
- one (1) fully executed copy of Appendix C – Proposal Declaration Form; and
- overview Table of Contents for all parts of the Financial Submission.

### Package 2B: Financial

#### Executive Summary and Contents List:

Without limiting the requirements set out below and in the following table, a Proponent should include in Package 2B of the Financial Submission:

- written evidence that the Proponent will:
  - execute the Contract, substantially in the form of the Final Draft Contract;
  - provide the Performance Security in accordance with Section 3 of Schedule 11 [Prices and Payment] of the Final Draft Contract; and
  - perform all of the obligations of the Contractor as set out in the Final Draft Contract for the price set out in Appendix 11-1 [Schedule of Prices and Estimated Quantities] of the Final Draft Contract; and
- sufficient information and documentation, in accordance with the requirements set out below, to allow BC Hydro to evaluate whether:
  - the Proposal satisfies the financial requirements set out in this RFP and the Final Draft Contract, including, but not limited to:
    - assessing financial robustness and deliverability;
    - assessing whether the Proponent, its individual Team Members, and the Guarantors of the individual Team Members, jointly or severally have the financial capacity to meet the obligations of the Contract, inclusive of the ability to fulfill all contingent liabilities under Section 3 of Schedule 11 [Prices and Payment] of the Final Draft Contract; and
    - assessing the pricing for the performance of the obligations of the Contractor.

Section No.	Title	Contents
<b>2B.1</b>	<b>Structure of the Proponent and Relationship with BC Hydro</b>	
2B.1.1	Structure of the Proponent	<p>For the entities described in the organization chart information presented in Section 1B.1 of Package 1B above, a Proponent should identify:</p> <ul style="list-style-type: none"> <li>a) all parent/subsidiary relationships and ownership percentages for the owners of each Proponent Team Member presented in the Organizational Chart, up to the highest level in which consolidated financial statements have been provided under Section 2B.4.1 of this table for that Team Member, and</li> <li>b) the existing or anticipated contractual relationship between the Proponent Team Members.</li> </ul> <p>The information for section (a) above should clearly identify the providers of Parent Company Guarantees, as described in Section 3.2(b) or Section 3.2(e) of Schedule 11 [Prices and Payment] of the Final Draft Contract, as applicable. Should the Guarantees be provided by parent companies with limited operations, it should be clearly demonstrated that sufficient upstream or downstream Guarantees will be provided by operating entities within the consolidated company such that the ability of the Guarantor to remedy any default under the Contract in consequence of the non-performance by the Proponent of a Guaranteed Obligation is ultimately backed by operating cash flows or hard assets.</p>
<b>2B.2</b>	<b>Price Proposal</b>	
2B.2.1	Pricing Forms	<p><u>Appendix 11-2</u>: A Proponent should refer to Schedule 11 [Prices and Payment] of the Final Draft Contract, and in accordance with Schedule 11 [Prices and Payment], complete Appendix 11-1 [Schedule of Prices and Estimated Quantities] and include the completed Appendix 11-1 [Schedule of Prices and Estimated Quantities] with its Proposal.</p> <p>Appendix 11-2 [Measurement and Payment] of the Final Draft Contract describes the manner of measurement for the purposes of payment of the Price Items set out in Appendix 11-1 [Schedule of Prices and Estimated Quantities], and should be used for reference in the preparation of Appendix 11-1 [Schedule of Prices and Estimated Quantities].</p> <p>The prices set out in Appendix 11-1 [Schedule of Prices and Estimated Quantities] will represent the entire proposed Contract Price for complete performance of the Work, excluding GST but inclusive of all other taxes and other charges required to be remitted with respect to the Work by BC Hydro or the Contractor, based on the estimated quantities set out in Appendix 11-1 [Schedule of Prices and Estimated Quantities].</p>

Section No.	Title	Contents
		<p>Except as expressly specified otherwise in this Section 2B.2.1, a Proponent should only insert its price for each Price Item in Column B of Appendix 11-1 [Schedule of Prices and Estimated Quantities], and should not amend the estimated quantity for any of the Price Item as specified in Column A of Appendix 11-1 [Schedule of Prices and Estimated Quantities].</p> <p><u>Prices for Seepage Cut-Offs in Cofferdams:</u> In respect of Price Items 36, 37, 109 and 131 – 134 (seepage cut-offs in Cofferdams), the estimated quantities for the area that is below the specified reference elevation provided for such Price Items in Column A of Appendix 11-1 [Schedule of Prices and Estimated Quantities] are for reference only, based on the Cofferdam Reference Design described in Section 13 30 00 [River Diversion and Cofferdams]. A Proponent may amend the estimated quantities specified in Column A of Appendix 11-1 [Schedule of Prices and Estimated Quantities] for such Price Items to the extent the Proponent’s design for the Cofferdams varies the Cofferdam Reference Design in accordance with Section 13 30 00 [River Diversion and Cofferdams].</p> <p><u>Twinning Peace River Construction Bridge and Widening Septimus Road:</u> A Proponent has the election under the RFP to include in its Proposal either or both of the twinning of the Peace River Construction Bridge and the widening of Septimus Road. In respect of Price Items 474 (Twinning of Peace River Construction Bridge) and 485 (Widening of Septimus Road), a Proponent should indicate its election in each case by inserting a “1” or a “0” respectively in Column A of Appendix 11-1 [Schedule of Prices and Estimated Quantities]. If a Proponent elects to twin the Peace River Construction Bridge then the Price Item 474 (Twinning of Peace River Construction Bridge) should be as specified for that Price Item in Column B of Appendix 11-1 [Schedule of Prices and Estimated Quantities] and should not be amended. If a Proponent elects to widen the Septimus Road then it should insert its price for Price Item 485 into Appendix 11-1.</p> <p><u>Option for Additional Electricity Capacity:</u> In respect of Price Item 487 (Additional Construction Power), a Proponent should insert the quantity of additional electricity capacity, if any, it requires for the Work, as described further in Section 2C.2.2, and the price for the Proponent to provide such additional electricity capacity. BC Hydro will have the option to include in the final Contract either: 1) the requirement for the Proponent to provide such additional electricity capacity at the Proponent’s price for Price Item 487; or 2) BC Hydro may at its cost provide such additional electricity capacity for use by the Proponent in the performance of the Work, in which case the price for Price Item 487 will not be included in the Contract Price.</p> <p><u>Discrepancies:</u> Where the Proponent does not enter a price for a Price Item in Column B of Appendix</p>

Section No.	Title	Contents
		<p>11-1 [Schedule of Prices and Estimated Quantities], then that Price Item will be deemed to have been included in the other prices the Proponent entered in Appendix 11-1 [Schedule of Prices and Estimated Quantities], and no separate payment will be owing for that Price Item.</p> <p>If there are any discrepancies in Appendix 11-1 [Schedule of Prices and Estimated Quantities] between any of the unit prices and the extended totals, then the unit prices will be deemed to be correct, and corresponding corrections will be made to the extended totals and the Contract Price as may be required. If an extended total is given but the unit price has been omitted, then the corresponding unit price will be calculated from the extended total and the estimated quantity, and inserted. If there is a discrepancy between the aggregate of prices in Appendix 11-1 [Schedule of Prices and Estimated Quantities] and the Contract Price, then the aggregate of prices will be deemed to be correct and the Contract Price adjusted accordingly.</p>
2B.2.2	Supplementary Schedules	<p>In addition to the foregoing, a Proponent should provide the following supplementary schedules:</p> <ul style="list-style-type: none"> <li>a) Monthly payment forecast schedule.</li> <li>b) Advance Payment schedule, setting out the Advance Payments, if any, anticipated to be requested by the Proponent under Section 7.4 of Schedule 11 [Prices and Payment] of the Final Draft Contract, and including: <ul style="list-style-type: none"> <li>i. the amount of each such Advance Payment;</li> <li>ii. the date that each such Advance Payment is requested to be paid; and</li> <li>iii. the date that each such Advance Payment is to be repaid.</li> </ul> </li> </ul>
<b>2B.3</b>	<b>Basis of Financial Submission</b>	
2B.3.1	Tax	<p>A Proponent should provide a short explanation of its taxation assumptions used to prepare its Proposal. This will be used to confirm whether or not the Proponent has given full consideration to all tax implications, which will affect the total project cost to BC Hydro.</p> <p>As a component of the above, the Proponent should provide a tabulation using the format attached (Table 1 - Provincial Sales Tax (PST) Included in Inputs), that summarizes the amount of PST paid or self-assessed on inputs and included in the Contract Price submitted under Section 2B.2.1.</p>
2B.3.2	Payment Mechanism	A Proponent should refer to Schedule 11 [Prices and Payment] of the Final Draft Contract for details of

Section No.	Title	Contents
		the payment mechanism.
<b>2B.4</b>	<b>Financial Capacity</b>	
2B.4.1	Team Members and their respective Guarantors	<p>A Proponent should provide the following information in respect of each of its Team Members and their respective guarantors:</p> <ul style="list-style-type: none"> <li>a) certified copies of board resolutions from the Proponent (if applicable) and each of its Proponent Team Members approving the Proposal and authorizing submission of the Proposal in response to this RFP on behalf of the Proponent and each Proponent Team Member;</li> <li>b) details of any material changes to the Proponent’s organization since the RFQ;</li> <li>c) annual audited consolidated financial statements, including all notes to the financial statements and any Management Discussion and Analysis, for the guarantor of each Team Member of the Proponent, or if no guarantor is proposed, for each Team Member of the Proponent, for the last three fiscal years;</li> <li>d) annual audited unit financial statements for each Team Member of the Proponent (or unaudited, if no audited statements are prepared and a guarantor has provided audited consolidated financial statements) for the last three fiscal years;</li> <li>e) quarterly consolidated financial statements, including all notes to the financial statements and any Management Discussion and Analysis, for the guarantor of each Team Member of the Proponent, or if no guarantor is proposed, for each Team Member of the Proponent, for each quarter that has passed since the last fiscal year end;</li> <li>f) written acknowledgement from the guarantor of each Team Member of the Proponent, or if no guarantor is proposed, for each Team Member of the Proponent, by the Chief Financial Officer or other duly authorized officer of each respective entity, certifying that they are unaware of any material events that have occurred that may affect the future results from operations or current financial standing of each respective entity since the date of the last audited financial statements provided. If the officer is aware of such a material event, that event should be disclosed in the certification;</li> <li>g) details of any credit rating(s) and any changes in the rating or outlook for the guarantor of each Team Member of the Proponent, or if no guarantor is proposed, for each Team Member of the Proponent;</li> <li>h) statements from the providers of any uncommitted credit facilities confirming the status of availability for those credit facilities for the guarantor of each Team Member of the Proponent, or</li> </ul>

Section No.	Title	Contents
		if no guarantor is proposed, for each Team Member of the Proponent; and i) details of any bankruptcy, insolvency, default, breach of financial covenant, creditor action, call or demand on debt facility, company creditor arrangement or other insolvency litigation in the last three fiscal years for the guarantor of each Team Member of the Proponent, or if no guarantor is proposed, for each Team Member of the Proponent.
<b>2B.5</b>	<b>Insurance</b>	
2B.5.1	Insurance Requirements	A Proponent should demonstrate by way of undertakings or comfort letters from insurers or the Proponent's insurance broker or adviser that it will be able to arrange for all coverage specified in Section 2 of Schedule 13 [Insurance] of the Final Draft Contract.
2B.5.2	Insurance Assumptions	If a Proponent has made any assumptions with respect to the specifications of the insurance required to be provided by BC Hydro under Section 3 of Schedule 13 [Insurance] of the Final Draft Contract, then the Proponent should include with its Financial Submission a description of each of those assumptions and the corresponding impacts, if any, that each of those assumptions had on the Proponent's prices as included in the Proponent's Proposal.
<b>2B.6</b>	<b>Participation Security</b>	
2B.6.1	Participation Security Requirements	A Proponent should include with its Financial Submission an irrevocable and unconditional letter of credit in the form of the letter of credit attached at Appendix 11-6 [Form of Letter of Credit] of the Final Draft Contract, or such other form of security on such terms as are acceptable to BC Hydro, in the amount of \$3,000,000 CAD.

Package 2C: Resource Estimate		
Section No.	Title	Contents
<b>2C.1</b>	<b>Worker Accommodation Bed Night Plan</b>	
2C.1.1		A Proponent should set out its requirements for Guest nights at the Worker Accommodation Facility for its workers, shown as a monthly total during the performance of the Work on-Site through to Total Completion. This information should be provided as a separate schedule for Package 2C.

Package 2C: Resource Estimate		
Section No.	Title	Contents
<b>2C.2</b>	<b>Construction Electricity Model</b>	
2C.2.1		A Proponent should provide an estimate for electricity usage within the capacities set out in Section 26 50 00 [Construction Power] of Appendix 6-2 [Technical Specifications] of the Final Draft Contract. The Proponent should tally the estimated daily electricity usage within such capacities, aggregate into monthly totals, and present on a month to month basis for the duration of the Contract period as a separate schedule for Package 2C. (For reference see Section 8.2 of Schedule 11 [Prices and Payment] of the Final Draft Contract).
2C.2.2		A Proponent should provide an estimate for the amount and cost of any electricity the Proponent will require for the performance of the Work at the Dam Site Area above the capacities set out in in Section 26 50 00 [Construction Power] of Appendix 6-2 [Technical Specifications] of the Final Draft Contract. The Proponent should tally the estimated daily electricity usage above such capacities, aggregate into monthly totals, and present on a month to month basis for the duration of the Contract period as a separate schedule for Package 2C.
<b>2C.3</b>	<b>Utilization of the Peace River Construction Bridge</b>	
2C.3.1		A Proponent should provide an estimate on the amount the Contract Price would be reduced should the Peace River Construction Bridge be made available for the Contractor's usage for the period between December 31, 2015 and March 31, 2016. The amount of the reduction in the Contract Price should be presented as a per diem savings rate, aggregated into a total reduction for the period. The per diem amount will be used to reduce the actual monthly invoice of the Contractor during the captioned period for each day that the Peace River Construction Bridge is actually available for use prior to the currently scheduled completion date of March 31, 2016.

**Table 1 - Provincial Sales Tax (PST) Included in Inputs**

Description			PST Included in 2B.2.1 Contract Price		
			Self-assessed	Paid to Supplier	Total PST
Heavy equipment (off-road)	Owned by Proponent	Purchased in BC			
		Imported into BC			
	Lease or rent	Lessor located in BC			
		Lessor located outside BC			
Vehicles designed for use on public highway	Owned by Proponent	Purchased in BC			
		Imported into BC			
	Lease or rent	Lessor located in BC			
		Lessor located outside BC			
Equipment and vehicle repairs & maintenance		Service in BC			
		Service provided outside BC			
Construction materials and aggregate (no PST on fill / aggregate provided by BC Hydro)		Purchased in BC			
		Imported into BC			
Overhead (telecomm, office supplies, software, miscellaneous rentals)		Purchased in BC			
		Imported into BC			
Other Inputs subject to PST		Purchased in BC			
		Imported into BC			
<b>Total PST on Inputs Included in Price</b>					

## APPENDIX C PROPOSAL DECLARATION FORM

### [RFP Proponent's Letterhead]

To: BC Hydro  
Suite 600, Four Bentall Centre  
1055 Dunsmuir Street  
P.O. Box 49260  
Vancouver, B.C. V7X 1V5

Attention: Andi Saputra

Capitalized terms have the meaning as set out in the RFP.

In consideration of BC Hydro's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

#### 1. Proposal

- (a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the discretion of BC Hydro, be cause for rejection of its Proposal;
- (d) its Proposal is made without collusion or fraud; and
- (e) BC Hydro reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent and each Proponent Team member agrees that they consent to the conduct of all or any of those investigations by BC Hydro.

#### 2. Acknowledgements with Respect to the RFP

- (a) the Proponent and each Proponent Team member has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;

- (b) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (c) the Proponent's representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (d) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) the Final Draft Contract is in a form acceptable to the Proponent Team and the Senior Lenders (subject to the commitment letter or commitment letters submitted with the Financial Submission).

**3. Consent of Proponent Team**

- (a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team, as listed below, to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

**4. The Proponent Team consists of:**

Name	Address	Equity Provider or Key Individual

**AUTHORIZED PROPONENT  
REPRESENTATIVE**

---

Proponent Name

---

Address

---

Name of Authorized Signatory

---

Signature

---

Email Address

---

Telephone

If the Proponent is a joint venture, consortium or special purpose entity this letter should be signed by each of its joint venture or consortium members, as applicable, as identified in the Proponent's Proposal.

**APPENDIX D RELATIONSHIP DISCLOSURE STATEMENT: CONFLICT OF INTEREST AND UNFAIR ADVANTAGE**

This Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage should be completed by the Proponent Team on its own behalf, and on behalf of each member of the Proponent Team.

The Proponent declares on its own behalf and on behalf of each member of the Proponent's team that:

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent team, to the best of the knowledge of that member;
- (b) the Proponent and the members of the Proponent's team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties;
- (c) the following is:
  - (1) a full disclosure of all members of the Proponent's team who were employees of BC Hydro at any time during the previous two year period from the date of this disclosure;
  - (2) a full disclosure of all known relationships the Proponent and each member of the Proponent's team has, or has had, with:
    - i. BC Hydro;
    - ii. any listed Restricted Party;
    - iii. any current employees, shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party;
    - iv. any former shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party, who ceased to hold such position within two calendar years from the date of this disclosure; and
    - v. any other person who, on behalf of BC Hydro or a listed Restricted Party, has participated or been involved in the Competitive Selection Process or the design, planning or implementation of the Contract or has confidential information about the Contract or the Competitive Selection Process; and

- (3) a full description of the actions that the Proponent has undertaken or offers to undertake to address any actual, perceived or potential conflict of interest or unfair advantage arising from the relationships disclosed pursuant to subsections (c)(1) and (c)(2) above; and
- (d) if no such relationships are disclosed by the Proponent, the Proponent is not aware of any former employees as described in subsection (c)(1) above nor any relationships between the Proponent or any member of the Proponent’s team, and any of the persons described in subsection (c)(2) above, and the Proposal has not been prepared with any involvement from any of those persons.

Name of Member of Proponent’s team	Name of Party with Relationship (e.g., list BC Hydro or a Restricted Party name)	Details of the Nature of the Relationship with BC Hydro or the listed Restricted Party
<i>e.g. Firm Name Ltd.</i>	<i>Name of Restricted Party</i>	<i>Firm Name Ltd. is working with [name of Restricted Party] on Project X.</i>
<i>e.g. John Smith</i>	<i>BC Hydro</i>	<i>John Smith was a BC Hydro employee from [date] to [date]</i>
<i>e.g. Jane Smith</i>	<i>Name of Restricted Party</i>	<i>Jane Smith worked with [name of Restricted Party] on Project X from [date] to [date]</i>

For the purposes of this Appendix D – Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage:

“**Proponent’s team**” means:

- (a) all persons who have been involved in the preparation of the Proponent’s Proposal; and
- (b) all persons who the Proponent proposes to perform work or services under any resulting Contract.

The Proponent has undertaken or offers to undertake the following actions to address any actual, perceived or potential conflict of interest or unfair advantage arising from the relationships disclosed pursuant to subsections (c)(1) and (c)(2) above:

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**NAME OF PROPONENT:**

---

Name of Firm – Proponent:

---

Address:

---

Email Address:

---

Telephone:

---

Name of Authorized Signatory for Proponent:

---

Signature:

If the Proponent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable, as identified in the response to the RFP as the proponent or the proponent team lead(s), or as otherwise acceptable to BC Hydro.

**APPENDIX E PROPONENT COMMENTS FORM**

**(Collaborative Meetings – s.3.4(b))**

**Site C Clean Energy Project Main Civil Works Contract**

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change

**APPENDIX F INITIAL DRAFT CONTRACT**

See attached.

**APPENDIX G REQUEST FOR INFORMATION FORM**

**REQUEST FOR INFORMATION**

**Site C Clean Energy Project Main Civil Works Contract**

Request Number: \_\_\_\_\_

Raised By: \_\_\_\_\_

Date Raised: \_\_\_\_\_

Type of Request:     Information     Clarification     Meeting

Request/Query:  
\_\_\_\_\_  
\_\_\_\_\_

Do you request this query to be Commercial in Confidence?     Yes     No

Response:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Response signed off by BC Hydro's Lead: \_\_\_\_\_

Response signed off by the Contact Person: \_\_\_\_\_

Date Response returned to Proponent by BC Hydro's project office: \_\_\_\_\_

**APPENDIX H FORM OF LIMITED NOTICE TO PROCEED**

See attached.

**SITE C CLEAN ENERGY PROJECT**

**MAIN CIVIL WORKS**

**LIMITED NOTICE TO PROCEED**

**THIS LIMITED NOTICE TO PROCEED** made effective as of the [insert] day of [insert], [insert]

**BETWEEN:**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a British Columbia Crown Corporation having its head office at 333 Dunsmuir Street, Vancouver, B.C. V6B 5R3

(“**BC Hydro**”)

**AND:**

[**INSERT FULL LEGAL NAME OF THE CONTRACTOR**], having its head office at [insert head office address]

(the “**Contractor**”)

**WHEREAS:**

- A. BC Hydro is currently in the process of developing the Site C Clean Energy Project which will be a third dam and hydroelectric generating station on the Peace River in northeast B.C.;
- B. BC Hydro issued Request for Proposals #1824 dated November 21, 2014 as subsequently amended (the “**RFP**”) for the construction of the earthen portion of the Site C Clean Energy Project dam together with other related and ancillary works, as described in the draft Contract dated for reference [insert] that was provided to the Contractor with the RFP (the “**Draft Contract**”); and
- C. The Contractor submitted a Proposal in response to the RFP and has been selected by BC Hydro as the Preferred Proponent under the RFP and, accordingly, pursuant to the terms of the RFP, the Contractor (as the Preferred Proponent) and BC Hydro are in discussions to finalize the terms of the Contract.

**ACCORDINGLY, IN CONSIDERATION** of the mutual covenants and conditions contained in this Limited Notice to Proceed, BC Hydro and the Contractor agree as follows:

**1 INTERPRETATION**

**1.1 Definitions**

In this Limited Notice to Proceed, unless the context otherwise requires:

“**Commitment Curve**” means the amounts and dates as set out in Schedule 3;

“**Draft Contract**” has the meaning set out above in Recital B;

“**Preliminary Services**” means the services expressly described in Schedule 1, which will be deemed to include additional services necessarily required for the performance of those services expressly described in Schedule 1;

“RFP” has the meaning set out above in Recital B; and

“Works Program” means the schedule for the performance of the Preliminary Services as set out in Schedule 2.

Any other capitalized terms in this Limited Notice to Proceed will have the meanings set out in the Draft Contract, unless the context otherwise requires.

## **2 SCOPE OF LIMITED SERVICES**

### **2.1 Preliminary Services**

The Contractor will proceed with the Preliminary Services in accordance with:

- (a) the Works Program;
- (b) the Draft Contract, as detailed in Section 3.2; and
- (c) Good Industry Practice.

### **2.2 No Additional Services**

The Contractor will not perform any works or services other than the Preliminary Services without the prior written approval of BC Hydro, and for certainty the references to scope in Schedule 2 or Schedule 3 will not be interpreted as amending or modifying Schedule 1.

### **2.3 Commitment Curve**

BC Hydro's maximum liability from time to time or at any time relating to the performance of the Preliminary Services will in no event exceed the Commitment Curve, and in entering into this Limited Notice to Proceed the Contractor confirms and agrees that it will perform the Preliminary Services in accordance with the Works Program without exceeding the Commitment Curve.

## **3 RFP AND CONTRACT**

### **3.1 Preservation of the RFP**

Nothing in this Limited Notice to Proceed, including without limitation its termination in accordance with Section 9.1, in any way limits or affects the parties' rights and obligations under the RFP.

### **3.2 Compliance with the Contract**

Notwithstanding that the terms and conditions of the Contract have not been finalized and are the subject of on-going discussions between the parties under the RFP, the Contractor will perform the Preliminary Services in accordance with the applicable terms and conditions set out in the Draft Contract, including standards of work and any representations and warranties, except where expressly stated otherwise in this Limited Notice to Proceed.

### **3.3 Finalization of Contract**

BC Hydro and the Contractor will, in accordance with the RFP, continue in good faith to use reasonable commercial efforts to finalize and sign the Contract.

### 3.4 Parties' Rights and Obligations

The parties acknowledge and agree that each of the Contractor and BC Hydro will have all the rights and obligations described in the Draft Contract with respect to the Preliminary Services as if those rights and obligations were set out in this Limited Notice to Proceed and specified to be applicable to the Preliminary Services, including without limitation any BC Hydro rights with respect to quality tests and inspections, except as may be expressly set out otherwise in this Limited Notice to Proceed.

### 3.5 Final Contract

If the Contract is finalized and signed by both parties, then effective immediately upon such signing of the Contract:

- (a) all of the Preliminary Services performed by the Contractor under this Limited Notice to Proceed will be deemed to have been undertaken pursuant to the signed Contract and all of the terms of the signed Contract will apply to the performance of such Preliminary Services;
- (b) any payments BC Hydro has made to the Contractor with respect to such Preliminary Services will be deemed to have been made pursuant to the signed Contract, and any payments owing for completed Preliminary Services will be owed in accordance with the terms of the signed Contract; and
- (c) this Limited Notice to Proceed will terminate.

## **4 PAYMENT**

### 4.1 Progress Payment Applications and Payment

Subject to Section 2.3, BC Hydro will pay the Contractor for the performance of the Preliminary Services a monthly payment in accordance with Sections 6, 7.1, 7.2 and 7.3 of Schedule 11 of the Draft Contract as if those provisions were set out in this Limited Notice to Proceed and specified to be applicable to the payment for the performance of the Preliminary Services.

## **5 INTELLECTUAL PROPERTY**

### 5.1 Rights under the Draft Contract

The parties acknowledge and agree that all intellectual property rights, responsibilities and obligations described in the Draft Contract apply with respect to the Preliminary Services as if those provisions were set out in this Limited Notice to Proceed and specified to be applicable to the Preliminary Services.

## **6 INSURANCE**

### 6.1 Contractor Insurance

Prior to commencing the Preliminary Services, the Contractor will obtain that portion of the insurance required under the Draft Contract as BC Hydro may require, acting reasonably, including general liability and property insurance.

For certainty, no work will be permitted on the Work Site until the Contractor obtains the insurance policies required by the Draft Contract to be obtained prior to the commencement of the Work.

## 6.2 Evidence of Insurance

On or before the date such insurance is required under the Draft Contract, as well as at any other later time upon issuance or renewal of any insurance policy applicable to the Preliminary Services and upon the request of BC Hydro, the Contractor will deliver to BC Hydro a certificate of insurance, or other evidence of insurance satisfactory to BC Hydro, for each insurance policy specified by BC Hydro to be obtained pursuant to Section 6.1.

No review or approval of any insurance certificate or insurance policy by BC Hydro will derogate from or diminish its rights under this Limited Notice to Proceed.

## 7 INDEMNITIES

### 7.1 Contractor's Obligation to Indemnify

The Contractor will indemnify, save harmless and assume the defence of, the Indemnified Parties in accordance with Section 23 of Schedule 2 [General Conditions] of the Draft Contract as if that Section 23 was set out in this Limited Notice to Proceed and specified to be applicable to the Preliminary Services.

## 8 LIABILITY

### 8.1 Limitation on BC Hydro's Liability as a Result of Termination

Notwithstanding any other provision of this Limited Notice to Proceed, if BC Hydro becomes obligated to pay the Contractor as a result of the termination of this Limited Notice to Proceed, then at the time such obligation to pay arises, BC Hydro will not be obligated nor liable to pay the Contractor any amounts in excess of the amounts indicated on the Commitment Curve corresponding to that time, which amounts include any break fees or other suspension or termination costs incurred by the Contractor, relating to any work performed under this Limited Notice to Proceed prior to the time of termination, up to the maximum of \$[●] as indicated in the Commitment Curve, inclusive of all applicable taxes except GST.

The Contractor will not during the performance of the Preliminary Services incur any costs in excess of the Commitment Curve without the prior express written approval of BC Hydro.

### 8.2 No Liability for Consequential Damages

Notwithstanding any other provisions of this Limited Notice to Proceed, neither BC Hydro nor the Contractor will be liable to the other party, whether in contract or in tort (including negligence) or on any other basis whatsoever, for any Consequential Damages suffered or incurred by that other party.

## 9 SUSPENSION AND TERMINATION

### 9.1 Suspension or Termination for Convenience

At any time prior to the finalizing and signing of the Contract, BC Hydro may, by written notice to the Contractor, at BC Hydro's convenience and in its sole discretion, suspend or terminate this Limited Notice to Proceed, stating the effective date of such suspension or termination, and, upon receipt of such written notice, the Contractor will promptly:

- (a) wind down the suspended or terminated Preliminary Services in a manner such that BC Hydro receives the benefit of all completed Preliminary Services;
- (b) provide to BC Hydro all records and documents relating to the terminated Preliminary Services, including without limitation any and all designs or other intellectual property; and

- (c) take any other action in relation to the termination of the Preliminary Services which BC Hydro may reasonably direct.

#### 9.2 Rights upon Suspension

In the event of suspension pursuant to Section 9.1, and provided that such suspension is not due to a default of the Contractor, BC Hydro will, in full satisfaction of all claims the Contractor may have in respect of such suspension, reimburse the Contractor for all reasonable and substantiated Direct Costs incurred as a result of complying with Section 9.1(a), if any, including reasonable stand-by rates for manufacturing, provided such Direct Costs could not have been reasonably avoided or mitigated by the Contractor as described in Section 30.2 of Schedule 2 [General Conditions] of the Draft Contract. For certainty such suspension costs payable by BC Hydro will be in addition to amounts, if any, owing by BC Hydro to the Contractor on account of the performance of the Preliminary Services under the terms of this Limited Notice to Proceed.

#### 9.3 Resumption following Suspension

At any time after the commencement of a period of suspension, BC Hydro may give written direction to the Contractor to resume performance of the Preliminary Services, and, upon receipt of such direction, the Contractor will resume the Preliminary Services within a reasonable period specified by BC Hydro, and the Works Program and the Work Program and Schedule under the Contract will be adjusted as agreed between the parties.

#### 9.4 Invoice and Payment following Suspension

At the end of each month during a suspension (provided that such suspension is not due to a default of the Contractor), the Contractor will submit an invoice to BC Hydro, along with all supporting documentation reasonably required by BC Hydro, including an auditor's report from the Contractor's auditor confirming that all amounts claimed by the Contractor were incurred for the purposes of complying with Section 9.1(a) or with this Section 9.4, which fully details the reasonable and substantiated Direct Costs claimed by the Contractor in accordance with Section 9.2 and this Section 9.4.

BC Hydro will pay such invoice, together with applicable GST, in the amount agreed within 30 calendar days of receipt of the agreed upon invoice, or failing reaching agreement, will pay the portion of such invoice that is agreed and following agreement on the balance, if any, of the invoice, within 30 calendar days of reaching agreement on such balance.

#### 9.5 Termination due to Suspension

If the Preliminary Services are suspended pursuant to Section 9.1 and such suspension continues for an uninterrupted period of **nine months** or such longer period as may be agreed by the parties, this Limited Notice to Proceed will be deemed terminated for convenience pursuant to Section 9.1.

#### 9.6 Rights upon Termination for Convenience

In the event of termination pursuant to Section 9.1, BC Hydro will, in full satisfaction of all claims the Contractor may have, pay the Contractor:

- (a) for the Preliminary Services actually performed by the Contractor in accordance with the Works Program up to the Commitment Curve as of the date of termination; and
- (b) all reasonable and substantiated Direct Costs incurred by the Contractor as a result of complying with Section 9.1, if any, provided such Direct Costs could not have been reasonably avoided or mitigated by the Contractor as described in Section 30.2 of Schedule 2 [General Conditions] of the Draft Contract.

## 9.7 Invoice and Payment following Termination

If this Limited Notice to Proceed is terminated in accordance with Section 9.1, the Contractor may submit an invoice to BC Hydro, along with all supporting documentation reasonably required by BC Hydro, including an auditor's report from the Contractor's auditor confirming that all amounts claimed by the Contractor were incurred for the purposes of performing the Preliminary Services and complying with Section 9.1 or with this Section 9.7, which fully details:

- (a) the Preliminary Services actually performed by the Contractor, in accordance with the Works Program up to the date of termination;
- (b) the work performed by the Contractor in complying with Section 9.1 up to the date of termination;
- (c) the reasonable and substantiated Direct Costs claimed by the Contractor in accordance with Section 9.6(b) up to the date of termination; and
- (d) any costs incurred as a result of complying with this Section 9.7.

BC Hydro will pay such invoice in the amount agreed within 30 calendar days of receipt of the agreed upon invoice, or failing reaching agreement, will pay the portion of such invoice that is agreed and following agreement on the balance, if any, of the invoice, within 30 calendar days of reaching agreement on such balance.

## 9.8 Termination Procedures

In the event this Limited Notice to Proceed is terminated in accordance with Section 9.1:

- (a) the Contractor will vacate the Work Site within 30 days from the date of termination;
- (b) BC Hydro will take delivery of all Preliminary Services work completed or in progress from the Contractor;
- (c) BC Hydro will accept the Work Site back with such complete or partially complete Preliminary Services work in place as may be in place as at the date of termination; and
- (d) if required by BC Hydro, the Contractor will assist in the disposal of complete or partially complete Preliminary Services work at BC Hydro's expense.

## **10 DISPUTES**

### 10.1 Procedure for Disputes

Any disputes arising under this Limited Notice to Proceed will be resolved in accordance with, and the parties will comply with, the Dispute Resolution Procedure set out in Schedule 14 [Dispute Resolution Procedure] of the Draft Contract.

## **11 MISCELLANEOUS**

### 11.1 Amendments

No amendment to the terms of this Limited Notice to Proceed will be binding on BC Hydro or the Contractor, unless made in writing and signed by an authorized representative of each party.

## 11.2 Assignment

Neither party may assign this Limited Notice to Proceed, in whole or in part, without the prior written consent of an authorized representative of the other party, which consent may not be unreasonably withheld.

## 11.3 Further Assurances

Each party will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other party may reasonably request for the purpose of giving effect to this Limited Notice to Proceed or for the purpose of establishing compliance with the representations, warranties and obligations of this Limited Notice to Proceed.

## 11.4 Survival

Only if this Limited Notice to Proceed is terminated pursuant to Section 9.1, then Sections 4, 5, 7, 8, 9 and 11.7 and each other provision of this Limited Notice to Proceed which by its nature survives the termination, suspension, cancellation, completion or expiration of this Limited Notice to Proceed, including each other provision necessary for the interpretation or enforcement of such provisions, will continue as valid and enforceable obligations of the parties notwithstanding any such termination, suspension, cancellation, completion or expiration.

## 11.5 Severability

Each provision of this Limited Notice to Proceed is severable. If any provision of this Limited Notice to Proceed is to any extent invalid or unenforceable, the remaining provisions will not be affected and will be separately valid and enforceable.

## 11.6 Joint and Several Liability

Where the Contractor is a joint venture, partnership or consortium:

- (a) each member of such entity agrees to be jointly and severally liable for the obligations of the Contractor; and
- (b) the Contractor will not change its composition or legal status without the prior written consent of BC Hydro.

## 11.7 Governing Law

This Limited Notice to Proceed will be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable in British Columbia.

## 11.8 Counterparts

This Limited Notice to Proceed may be executed and delivered in several counterparts, including by facsimile (or other similar electronic means, including via pdf), each of which when so executed and delivered will be deemed to be an original and such counterparts together will be one and the same instrument.

*[signature page follows]*

**IN WITNESS WHEREOF** the parties hereto have executed this Limited Notice to Proceed as of the day and year first above written.

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

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

**[INSERT FULL LEGAL NAME OF THE CONTRACTOR]**

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

## SCHEDULE 1

### PRELIMINARY SERVICES

#### 1 SCOPE OF PRELIMINARY SERVICES

**[NTD BC Hydro intends to discuss details of the scope of the Preliminary Services based on the Preferred Proponent's Proposal. BC Hydro anticipates the Preliminary Services will include some or all of the following:**

- (a) preparation of Submittals, such as:
  - (i) Quality Manual;
  - (ii) Design Quality Management Plan;
  - (iii) Permitting Plan;
  - (iv) Submittals Schedule;
  - (v) Look-Ahead Schedules;
  - (vi) Construction Quality Management Plan;
  - (vii) Security Plan;
  - (viii) Site Safety Management Plan;
  - (ix) Supporting Role Construction Communications Plan;
  - (x) Supporting Role Traffic Management Plan; and
  - (xi) EPP;
  
- (b) engineering and design Work including that required to prepare the Submittals required in the first six months of the Work as required by the following Technical Specifications:
  - (i) Concrete Reinforcement;
  - (ii) Cast-In-Place Concrete;
  - (iii) Roller Compacted Concrete;
  - (iv) Concrete Batch Plant;
  - (v) Roller Compacted Concrete Batch Plant;
  - (vi) River Diversion and Cofferdams;
  - (vii) Sources of Materials;
  - (viii) Drainage Tunnel and Adit Electrical Work;
  - (ix) Drainage Tunnel and Adit Mechanical Services;

- (x) Relocated Surplus Excavation Materials and Water Management;
  - (xi) Instrumentation;
  - (xii) Fill Construction;
  - (xiii) Roads and Site Drainage;
  - (xiv) Temporary Bridges;
  - (xv) Foundation Preparation;
  - (xvi) Precast Concrete;
  - (xvii) Grounding;
  - (xviii) Construction Power; and
  - (xix) Duct Banks and Light Bases;
- (c) ordering of heavy equipment, specialty equipment, long-lead time materials and escalation susceptible commodities, such as:
- (i) loaders and dozers;
  - (ii) batch plant and crusher;
  - (iii) steel for the Moberly River Construction Bridge; and
  - (iv) copper;
- (d) Mobilization activities, including transportation of equipment and materials to the Site and the mobilization to the Site and installation of a temporary South Bank worker accommodation camp and site offices;
- (e) early construction activities at the Site, such as:
- (i) construction of access roads to the RSEM Areas;
  - (ii) development of RSEM Areas;
  - (iii) construction of the Right Bank Drainage Tunnel;
  - (iv) preparation work for building cofferdams in the river for the inlet and outlet of the diversion works; and
  - (v) left bank excavation works;
- (f) necessary administrative activities required to perform the above, such as:
- (i) purchasing insurance in accordance with Schedule 13 [Insurance] of the Draft Contract;
  - (ii) recruitment and employment of Contractor's staff; and

- (iii) mobilization of the staff, set up of project control and administration procedures.]

**SCHEDULE 2**  
**WORKS PROGRAM**

**SCHEDULE 3**  
**COMMITMENT CURVE**