### Addendum RFP-3 Issued February 18, 2005

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout;	
Addendam #	Volume #	Section #	Original Tox	changes / additions are highlighted)	
RFP-3.1	1	Summary of Key Information	Summary of Key Information	Summary of Key Information	
		(page iv)	Workshops with Proponents	Workshops with Proponents	
			SEE SECTION 4.1.1 Workshop A – Early December, 2004 – Risk Allocation and Technical Issues	SEE SECTION 4.1.1 Workshop A – Early December, 2004 – Risk Allocation and Technical Issues	
			Workshop B – Late January, 2005 – Commercial Issues and Draft Concession Agreement	Workshop B – Late <mark>January</mark> <b>February</b> , 2005 – Commercial Issues and Draft Concession Agreement	
			Workshop C - Mid-March, 2005 – Revised Concession Agreement	Workshop C - Mid-March Early April, 2005 – Revised Concession Agreement	
			Closing Time	Closing Time	
			SEE SECTION 4.2.1 2:00 p.m. local Vancouver time on May 12, 2005	SEE SECTION 4.2.1 2:00 p.m. local Vancouver time on May 12  June 15, 2005	
RFP-3.2	1	1.3.4 Table 1	(Refer to Attachment RFP-3-i)		
RFP-3.3	1	1.3.4	The DBFO Project consists of the following components:	The DBFO Project consists of the following components:	
			Operation, Maintenance and Rehabilitation. The Concessionaire will be responsible for the operation, maintenance and rehabilitation of the entire Highway from the Effective Date until the end of the Project Term. Further information regarding the scope of work for the operation, maintenance and rehabilitation for the DBFO Project is described in Section 2.5 of this Volume and detailed information is provided in Volume 3 of the RFP.	Operation, Maintenance and Rehabilitation. The Concessionaire will be responsible for the operation, maintenance and rehabilitation of the entire Highway from the Effective Date until the end of the Project Term (except for maintenance of Phase 1 to the extent the Phase 1 Contractor is responsible for such maintenance). Further information regarding the scope of work for the operation, maintenance and rehabilitation for the DBFO Project is described in Section 2.5 of this Volume and detailed information is provided in Volume 3 of the RFP.	
RFP-3.4	1	2.5	2.5 Operations, Maintenance and Rehabilitation	2.5 Operations, Maintenance and Rehabilitation	
			Operations and Maintenance: The Concessionaire is required to operate, maintain, and rehabilitate the Highway and the Side Roads during and after construction until the end of the Project Term. The performance standards and specifications relating to operations, maintenance and rehabilitation of the Highway and the Side Roads and other DBFO Project facilities will be set out in the Concession Agreement.	operate, maintain (except for maintenance of Phase 1 to the extent the Phase 1 Contractor is responsible for suc maintenance), and rehabilitate the Highway and the Side Road during and after construction until the end of the Project Term. The	

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RFP-3.5	1	Section 2.6.2	Table 3		Table 3				
		(Table 3)	Indicative Summary of Risk			Indicative Summary of Risk			
			Risk Description	Risk All	ocation	Risk Description	Risk All	ocation	
				Proponent	Province		Proponent	Province	
			DESIGN AND CONSTRUCTION RISKS			DESIGN AND CONSTRUCTION RISKS			
			Concept approvals within the– environmental corridor (including Federal CEAA)		✓	Concept approvals within the  environmental corridor  (including Federal CEAA)		✓	
			Design and construction approvals	✓		Design and construction approvals	✓		
			Design risks associated with flaws in design	✓		Design risks associated with flaws in design	✓		
			Land acquisition by the Province within the corridor described in 2.6.3.1		✓	Land acquisition by the Province within the corridor described in 2.6.3.1		✓	
			Land acquisition by the Province outside the corridor described in 2.6.3.1	✓		Land acquisition by the Province outside the corridor described in 2.6.3.1	✓		
			Securing permits licenses and approvals	✓		Securing permits licenses and approvals	✓		
			Cost and time overruns	✓		Cost and time overruns	✓		
			Adequacy of insurance	✓		Adequacy of insurance	✓		
			Changes in design and construction standards during construction	✓	✓	Changes in design and construction standards during construction	✓	✓	
			Sub-contractor insolvency	✓		Sub-contractor insolvency	✓		
			Geotechnical	✓		Geotechnical	✓	✓	
			Labour disputes	✓	✓	Labour disputes	✓	✓	
			Quality assurance and quality control	✓		Quality assurance and quality control	✓		
			Achieving construction standards and specifications	✓		Achieving construction standards and specifications	✓		
			Labour and material availability	✓		Labour and material availability	✓		
			OPERATIONAL RISKS			OPERATIONAL RISKS			
			Changes in standards – depending on the nature of the change	✓	✓	Changes in standards – depending on the nature of the change	✓	✓	
			Operating - Associated with general operation, maintenance and rehabilitation for Phase 2 and Phase 3	✓		Operating - Associated with general operation, maintenance and rehabilitation for Phase 2 and Phase 3	✓		
			Operating - Associated with general operation, maintenance and rehabilitation of Phase 1	✓		Operating - Associated with general operation, maintenance and rehabilitation of Phase 1	✓		
			Increased rehabilitation as a result of higher traffic volume	✓		Increased rehabilitation as a result of higher traffic volume	✓		
			Increase in OM&R Services expenditure during the Project Term	✓		Increase in OM&R Services expenditure during the Project Term	<b>√</b>		
			Third party claims and accidents	✓		Third party claims and accidents	✓	✓	
			Changes in required insurance premiums	✓		Changes in required insurance premiums	✓	✓	
			Meeting operational performance specifications	✓		Meeting operational performance specifications	✓		
			Meeting End of Term Requirements	✓		Meeting End of Term Requirements	<b>√</b>		
			Labour and material availability	✓		Labour and material availability	✓		
			FINANCIAL RISKS	1		FINANCIAL RISKS			
			Interest rate risk after Financial Close	✓		Interest rate risk after Financial Close	✓		
			Inflation risk after Financial Close	✓		Inflation risk after Financial Close	✓		
			Raising adequate financing	✓		Raising adequate financing	✓		
			Refinancing risk	✓		Refinancing risk	✓		
			OTHER RISKS			OTHER RISKS			
			Negotiations	✓	✓	Negotiations	✓	✓	
			Political (prior to Financial Close)	✓	✓	Political (prior to Financial Close)	✓	✓	
			Political (after Financial Close)		✓	Political (after Financial Close)		✓	
			Accounting	✓	✓	Accounting	✓	✓	
			Change in Law (general – Proponent ; discriminatory – Province)	✓	✓	Change in Law (general – Proponent ; discriminatory – Province)	✓	✓	
			Force Majeure	✓	✓	Force Majeure	✓	✓	

	RF	P Reference		Revised Text	
Volume # Section #		- Original Text	(deletions are struckout; changes / additions are highlighted)		
RFP-3.6	1	1 2.7.1 <b>2.7.1 Draft and Revised Concession Agreement</b>		2.7.1 Draft and Revised Concession Agreement	
			The Draft Concession Agreement will be issued shortly after the RFP and will be Volume 2 of the RFP. Each Proponent is invited to provide comments in respect of the Draft Concession Agreement, incorporating all of the Proponents' comments, corrections, and proposed amendments ("Proposed Amendments") during the five weeks following the issue of Volume 2.	The Draft Concession Agreement will be issued shortly after the RFP and will be Volume 2 of the RFP. Each Proponent is invited to provide comments in respect of the Draft Concession Agreement, incorporating all of the Proponents' comments, corrections, and proposed amendments ("Proposed Amendments") during the five weeks following the issue of Volume 2 no later than March 2, 2005.	
			All Proposed Amendments to the Draft Concession Agreement must be submitted to the Contact Person and must be in the form of a mark-up of the Draft Concession Agreement, including specific proposed substitute or additional wording, where applicable, accompanied by a memorandum containing a brief summary of the reason for each Proposed Amendment.	All Proposed Amendments to the Draft Concession Agreement must be submitted to the Contact Person and must be in the form of a mark-up of the Draft Concession Agreement, including specific proposed substitute or additional wording, where applicable, accompanied by a memorandum containing a brief summary of the reason for each Proposed Amendment.	
			The Province has scheduled Workshop B to provide a forum for discussion with Proponents regarding their Proposed Amendments to the Draft Concession Agreement. The Province will consider the Proposed Amendments, incorporate those which are acceptable to the Province and may reissue the Concession Agreement (the "Revised Concession Agreement") in early March, 2005.	The Province has scheduled Workshop B to provide a forum for discussion with Proponents regarding their Proposed Amendments to the Draft Concession Agreement. The Province will consider the Proposed Amendments, incorporate those which are acceptable to the Province and may reissue the Concession Agreement (the "Revised Concession Agreement") in early late March, 2005.	
RFP-3.7	1	2.7.2	2.7.2 Concession Agreement Finalization	2.7.2 Concession Agreement Finalization	
			In March, 2005, each Proponent is invited to provide a mark-up of the Revised Concession Agreement identifying a final set of Proposed Amendments. All Proposed Amendments to the Revised Concession Agreement must be submitted to the Contact Person and must be in the form of a mark-up of the Revised Concession Agreement, including specific proposed substitute or additional wording, where applicable, and be accompanied by an explanatory memorandum.	In March April, 2005, each Proponent is invited to provide a mark-up of the Revised Concession Agreement identifying a final set of Proposed Amendments. All Proposed Amendments to the Revised Concession Agreement must be submitted to the Contact Person and must be in the form of a mark-up of the Revised Concession Agreement, including specific proposed substitute or additional wording, where applicable, and be accompanied by an explanatory memorandum.	
			The Province will review each Proponent's mark-up and has scheduled Workshop C to provide a forum of discussion with Proponents regarding the Revised Concession Agreement. This Workshop will take place in mid-March, 2005 as set out in Section 1.6. If no Proposed Amendments are received from a Proponent by the end of March, 2005, the Province is entitled to assume that neither the Proponent nor its Funders have any further comments with respect to the Revised Concession Agreement.  The Province intends to issue an Addendum to the RFP in April, 2005.	The Province will review each Proponent's mark-up and has scheduled Workshop C to provide a forum of discussion with Proponents regarding the Revised Concession Agreement. This Workshop will take place in mid-March early April, 2005 as set out in Section 1.6. If no Proposed Amendments are received from a Proponent by the end of March April, 2005, the Province is entitled to assume that neither the Proponent nor its Funders have any further comments with respect to the Revised Concession Agreement.	
			which will provide the form of Concession Agreement that will include all Proposed Amendments that are acceptable to the Province and all other amendments which the Province, in its discretion, may make (the "Definitive Concession Agreement"). It is the intention of the Province to finalize negotiations with respect to the Concession Agreement during the Consultation and Selection Process so that the Definitive Concession Agreement, once issued, can be executed by the Preferred Proponent without further material negotiation. The Definitive Concession Agreement, without amendment, is to be used by the Proponents as the basis for their Proposal.	The Province intends to issue an Addendum to the RFP in April parly May, 2005, which will provide the form of Concession Agreement that will include all Proposed Amendments that are acceptable to the Province and all other amendments which the Province, in its discretion, may make (the "Definitive Concession Agreement"). It is the intention of the Province to finalize negotiations with respect to the Concession Agreement during the Consultation and Selection Process so that the Definitive Concession Agreement, once issued, can be executed by the Preferred Proponent without further material negotiation. The Definitive Concession Agreement, without amendment, is to be used by the Proponents as the basis for their Proposal.	

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RFP-3.8	1	3.1.2	3.1.2 Original Service Period Performance Payments	3.1.2 Original Service Period Performance Payments
			During the Original Service Period, Pre-Completion Performance Payments and Original Service Period Availability Payment will be made to encourage efficient operation and maintenance of the Highway and effective traffic management.	During the Original Service Period, Pre-Completion Performance Payments and Original Service Period Availability Payment Payments will be made to encourage efficient operation and maintenance of the Highway and effective traffic management.
RFP-3.9	1	3.1.3	3.1.3 Enhanced Service Period Performance Payments	3.1.3 Enhanced Service Period Performance Payments
			During the Enhanced Service Period, Availability Payments, Traffic Volume Payments and Safety Performance Payments will be made to encourage efficient operation and maintenance of the Highway, to encourage traffic volume growth and to encourage safety.	During the Enhanced Service Period, Availability & Safety Payments, and Traffic Volume Payments and Safety Performance Payments will be made to encourage efficient operation and maintenance of the Highway, to encourage traffic volume growth and to encourage safety.
RFP-3.10	1	3.1.3.1	3.1.3.1 Availability Payment	3.1.3.1 Availability & Safety Payment
			The Concessionaire will receive payments, in accordance with the Concession Agreement, for providing available lanes in the Highway which meet the requirements for the DBFO Project. The Availability Payments are structured to encourage the Concessionaire to maximize lane availability, particularly during periods of high traffic volumes, and to schedule operations and maintenance, and asset rehabilitation, in periods to minimize traffic disruptions, as well as to respond in a timely manner to unscheduled events such as breakdowns and accidents as efficiently as possible to maximize lane availability.  Deductions will be made to the Availability Payments, if the Concessionaire fails to meet the performance specifications with regards to the operation, maintenance and rehabilitation of the Highway or if the Highway is deemed to be unavailable for a period of time.	The Concessionaire will receive payments, in accordance with the Concession Agreement, for providing available lanes in the Highway and taking safety measures which meet the requirements for the DBFO Project.  The DBFO Project encompasses a challenging stretch of the Trans-Canada Highway. A key objective for the DBFO Project is to improve safety performance, through design, operation and maintenance activities. The Province wishes to provide incentives for the Concessionaire to focus on safety through the Payment Mechanism.  The Availability & Safety Payments are structured to encourage the Concessionaire to maximize lane availability, particularly during periods of high traffic volumes, and to schedule operations and maintenance, and asset rehabilitation, in periods to minimize traffic disruptions, as well as to respond in a timely manner to unscheduled events such as breakdowns and accidents as efficiently as possible to maximize lane availability.  Deductions will be made to the Availability & Safety Payments, if the Concessionaire fails to meet the performance and safety specifications with regards to the operation, maintenance and rehabilitation of the Highway or if the Highway is deemed to be unavailable for a period of time.
RFP-3.11	1	3.1.3.3	3.1.3.3 Safety Performance Payments	3.1.3.3 Safety Performance Payments
			The DBFO Project encompasses a challenging stretch of the Trans-Canada Highway. A key objective for the DBFO Project is to improve safety performance, through design, operation and maintenance activities. The Province wishes to provide incentives for the Concessionaire to focus on safety through the Payment Mechanism. The Concessionaire will receive Safety Performance Payments which are directly linked to the safety performance of the Highway.	The DBFO Project encompasses a challenging stretch of the Trans-Canada Highway. A key objective for the DBFO Project is to improve safety performance, through design, operation and maintenance activities. The Province wishes to provide incentives for the Concessionaire to focus on safety through the Payment Mechanism. The Concessionaire will receive Safety Performance Payments which are directly linked to the safety performance of the Highway.
RFP-3.12	1	4.2.1	4.2.1 Closing Time and Closing Location for Proposals	4.2.1 Closing Time and Closing Location for Proposals
			Proposals must be received at the following address (the "Closing Location"), addressed to the Contact Person before 2:00 p.m. local Vancouver time on Thursday, May 12th, 2005 (the "Closing Time").	Proposals must be received at the following address (the "Closing Location"), addressed to the Contact Person before 2:00 p.m. local Vancouver time on Thursday Wednesday, May 12th June 15, 2005 (the "Closing Time").

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Addendum #	Volume #	Section #	Original Text	(deletions are struckout; changes / additions are highlighted)
RFP-3.13	1	4.3.3	4.3.3 Overview of Evaluation Criteria	4.3.3 Overview of Evaluation Criteria
			Proposals must comply with all Mandatory Submission Requirements of the RFP as set out in Appendix 1F.	Proposals must comply with all Mandatory Proposal Submission Requirements of the RFP as set out in Appendix 1F.
			Proposals will be subject to this completeness review before being subjected to detailed commercial and technical evaluations. The Province may disqualify any incomplete Proposal or Proposals that do not meet the Mandatory Submission Requirements, without further consideration.	Proposals will be subject to this a completeness review before being subjected to detailed commercial and technical evaluations. The Province may disqualify any incomplete Proposal or Proposals that do not meet the Mandatery Proposal Submission Requirements, without further consideration.
RFP-3.14	1	6.15	6.15 No Contract	6.15 No Contract
			No contract of any kind whatsoever is formed under or arises from this RFP save and except only the Proposal Competition Agreement and to the extent expressly agreed upon in the Proposal Form included in Appendix 1D.	No contract of any kind whatsoever is formed under or arises from this RFP save and except only the Proposal Competition Agreement and to the extent expressly agreed upon in the Proposal Form included in Appendix 4D 1E.
RFP-3.15	1	Appendix 1A	1. Definitions	1. Definitions
		1	"Availability Payment" means the payment described in Section 3.1.3.1.  "BCTFA" means British Columbia Transportation Financing Authority.  "Enhanced Service Period Availability Payment" means the payment described in Section 3.2 of Appendix 1C.  "Original Service Period Availability Payment" means the payment to be made by the Province to Concessionaire during the Original Service Period, as more particularly described in Section 2.3 of Appendix 1C.  "Performance Deductions" has the meaning given to it in Appendix 1C.  "Safety Performance Payment" means the payment described in Section 3.1.3.	"Availability & Safety Payment" means the payment described in Section 3.1.3.1.  "BCTFA" means British Columbia BC Transportation Financing Authority.  "Enhanced Service Period Availability & Safety Payment" means the payment described in Section 3.2 of Appendix 1C.  "Original Service Period Availability & Safety Payment" means the payment to be made by the Province to Concessionaire during the Original Service Period, as more particularly described in Section 2.3 of Appendix 1C.  "Performance Safety Deductions" has the meaning given to it in Appendix 1C.  "Safety Performance Payment" means the payment described in
				"Safety Performance Payment" means the payment described in Section 3.1.3.

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RFP-3.16	1	Appendix 1B 1	Lead and Supporting Roles     Lead responsibilities include:     establishing and maintaining constructive relationships with the public and other stakeholders.	Lead and Supporting Roles     Lead responsibilities include:     developing traffic communications, community relations, and public and stakeholder consultation plans (and where the Concessionaire is in the lead, also obtaining approval of traffic communications, community relations, and public and stakeholder consultation plans from the
			Supporting responsibilities include:  • identifying an individual or firm experienced in developing and implementing traffic communications, community relations, and public and stakeholder consultation plans, consistent with the supporting responsibilities.	Province) and implementing approved communication, community relations and consultation plans.  • establishing and maintaining constructive relationships with the public and other stakeholders.  • covering costs related to carrying out lead responsibilities.  Supporting responsibilities include:
				identifying an individual or firm experienced in developing and implementing traffic communications, community relations, and public and stakeholder consultation plans, consistent with the supporting responsibilities.  - covering costs related to carrying out supporting responsibilities.
RFP-3.17	1	Appendix 1C Table 1.1	(Refer to Attachment RFP-3-ii)	
RFP-3.18	1	Appendix 1C 2.1	2.1 Original Service Period Performance Payments  The Performance Payments accruing during the Original Service Period will consist of two components, namely:  1. Pre-Completion Performance Payments; and  2. Original Service Period Availability Payments  (collectively, the "Original Service Period Performance Payment").  Traffic Volume Payments and Safety Performance Payments will not accrue or be paid during the Original Service Period.	2.1 Original Service Period Performance Payments  The Performance Payments accruing during the Original Service Period will consist of two components, namely:  1. Pre-Completion Performance Payments; and  2. Original Service Period Availability & Safety Payments  (collectively, the "Original Service Period Performance Payment").  Traffic Volume Payments and Safety Performance Payments will not accrue or be paid during the Original Service Period.
RFP-3.19	1	Appendix 1C 2.3	2.3 Original Service Period Availability Payments  The Concessionaire will receive Availability Payments for services provided during the Original Service Period.  The maximum Original Service Period Availability Payment for each year of the Original Service Period will be the gross annual figure proposed by the Concessionaire in its Proposal, less Unavailability Deductions and Traffic Disruption Charges for that year.  If the Original Service Period Availability Payment for a year is a negative amount, it will be treated as zero.	2.3 Original Service Period Availability & Safety Payments  The Concessionaire will receive Availability & Safety Payments for services provided during the Original Service Period.  The maximum Original Service Period Availability & Safety Payment for each year of the Original Service Period will be the gross annual figure proposed by the Concessionaire in its Proposal, less Unavailability Deductions and Traffic Disruption Charges for that year.  If the Original Service Period Availability & Safety Payment for a year is a negative amount, it will be treated as zero.

A d d a d #	RFP Reference		OdeledTod	Revised Text		
Addendum #	Volume #	Section #	Original Text	(deletions are struckout; changes / additions are highlighted)		
RFP-3.20	1	Appendix 1C	2.3.2 Performance Deductions	2.3.2 Performance / Safety Deductions		
		2.3.2	The monthly Performance Deduction will be determined by the number of Non-Conformance Event Points and the Non-Conformance Events Points Rate (\$/point) for that year.	The monthly Performance / Safety Deduction will be determined by the number of Non-Conformance Event Points and the Non-Conformance Events Points Rate (\$/point) for that year.		
RFP-3.21	1	Appendix 1C	2.3.3 Traffic Disruption Charges	2.3.3 Traffic Disruption Charges		
		2.3.3	The Concessionaire is solely responsible for maintaining the flow of traffic through the Site during the Phase 2 construction.	The Concessionaire is solely responsible for maintaining the flow of traffic through the Site during the Phase 2 construction.		
	The Traffic Disruption Charges payable by the Concessionaire will apply to all traffic stoppage or unauthorized traffic delay on the Highway due to		The Traffic Disruption Charges payable by the Concessionaire will apply to all traffic stoppage or unauthorized traffic delay on the Highway due to Phase 2 construction outside the permitted timeframes and durations as defined in Volume 3 – Section 2.3.16.3 – Tables 1 and 2.	The Traffic Disruption Charges payable by the Concessionaire will apply to all traffic stoppage or unauthorized traffic delay on the Highway due to Phase 2 construction outside the permitted timeframes and durations as defined in Volume 3 – Part B – Section 2.3.16.3 – Tables 1 and 2.		
RFP-3.22	1	Appendix 1C	3.1 Enhanced Service Period Performance Payments	3.1 Enhanced Service Period Performance Payments		
		3.1	The Performance Payments accruing during the Enhanced Service Period will consist of three components, namely:	The Performance Payments accruing during the Enhanced Service Period will consist of two components, namely:		
			Enhanced Service Period Availability Payments;	Enhanced Service Period Availability & Safety Payments; and		
			2. Traffic Volume Payments; and	2. Traffic Volume Payments <del>; and</del> ,		
			Safety Performance Payments	3. Safety Performance Payments		
			(collectively, the "Enhanced Service Period Performance Payment").	(collectively, the "Enhanced Service Period Performance Payment").		
			The Enhanced Service Period Performance Payment will be subject to Unavailability Deductions and Performance Deductions.	The Enhanced Service Period Performance Payment will be subject to Unavailability Deductions and Performance / Safety Deductions.		
			If the Enhanced Service Performance Payment is a negative amount, it will be treated as zero.	If the Enhanced Service <b>Period</b> Performance Payment is a negative amount, it will be treated as zero.		
RFP-3.23	1	Appendix 1C	3.2 Enhanced Service Period Availability Payment	3.2 Enhanced Service Period Availability & Safety Payment		
		3.2	The maximum Enhanced Service Period Availability Payment for each year of the Enhanced Service Period will be the gross annual figure proposed by the Concessionaire in their Proposal, less Unavailability Deductions and Performance Deductions. It will be indexed at the rate proposed by the Concessionaire in their Proposal.	The maximum Enhanced Service Period Availability & Safety Payment for each year of the Enhanced Service Period will be the gross annual figure proposed by the Concessionaire in their Proposal, less Unavailability Deductions and Performance Safety Deductions. It will be indexed at the rate proposed by the Concessionaire in their Proposal.		
			Unavailability and Performance Deductions will be made on the same basis as for the Original Service Period.	Unavailability and Performance Safety Deductions will be made on the same basis as for the Original Service Period.		

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RFP-3.24	1	Appendix 1C 3.4	3.4 Safety Performance Payments  Safety Performance Payments will be made to incentivize the Concessionaire to improve safety performance and minimize accidents on the Highway.	3.4 Safety Performance Payments [Intentionally Deleted] Safety Performance Payments will be made to incentivize the Concessionaire to improve safety performance and minimize accidents on the Highway.	
			The Province will measure safety performance on a three-year rolling average basis. In the first and second year of the Enhanced Service Period where a three-year rolling average is not available, the Province will use the respective one and two-year average in the calculation and adjust the payment retroactively in the third year, when the information is available.  The Safety Performance Payment will be the sum of a Safety Performance	The Province will measure safety performance on a three-year rolling average basis. In the first and second year of the Enhanced Service Period where a three-year rolling average is not available, the Province will use the respective one and two-year average in the calculation and adjust the payment retroactively in the third year, when the information is available.	
			Payment base proposed by the Concessionaire in its Proposal multiplied by the applicable Safety Performance Payment ratio.  The Safety Performance Payment ratio will be determined by reference to accident frequency and severity. This Safety Performance Payment ratio	The Safety Performance Payment will be the sum of a Safety Performance Payment base proposed by the Concessionaire in its Proposal multiplied by the applicable Safety Performance Payment ratio.	
			will be contained in the Concession Agreement and will be re-calibrated by the Province every five years to adjust for traffic volumes, measured in PVE, and the general safety performance of all highways in British Columbia. The benchmark will also be re-calibrated if police accident reporting standards materially change.	The Safety Performance Payment ratio will be determined by reference to accident frequency and severity. This Safety Performance Payment ratio will be contained in the Concession Agreement and will be recalibrated by the Province every five years to adjust for traffic volumes, measured in PVE, and the general safety performance of all highways in British Columbia. The benchmark will also be re-	
			The Safety Performance Payment will be indexed in accordance with the factor proposed by the Concessionaire in its Proposal.	calibrated if police accident reporting standards materially change.	
			The Concessionaire will calculate and report to the Province the Safety Performance Payments annually in arrears.	The Safety Performance Payment will be indexed in accordance with the factor proposed by the Concessionaire in its Proposal.	
				The Concessionaire will calculate and report to the Province the Safety Performance Payments annually in arrears.	
RFP-3.25	1	Appendix 1D 2.5	2.5 The Proponent will provide to the Province, together with any comments submitted by the Proponent on the Revised Concession Agreement to be issued in March, 2005 (in accordance with the timetable contained in Section 3.1 of Schedule II, as amended from time to time), a letter from its Funders together with a confirming letter from such Funders' legal counsel confirming that the Funders and their legal counsel have reviewed such agreement, identifying which comments and requested amendments were provided with respect to such agreement by or on behalf of the Funders and their legal counsel and confirming that the Funders have no additional material comments on the Revised Concession Agreement issued in March, 2005.	2.5 The Proponent will provide to the Province, together with any comments submitted by the Proponent on the Revised Concession Agreement to be issued in <a href="Late">Late</a> March, 2005 (in accordance with the timetable contained in Section 3.1 of Schedule II, as amended from time to time), a letter from its Funders together with a confirming letter from such Funders' legal counsel confirming that the Funders and their legal counsel have reviewed such agreement, identifying which comments and requested amendments were provided with respect to such agreement by or on behalf of the Funders and their legal counsel and confirming that the Funders have no additional material comments on the Revised Concession Agreement issued in <a href="Late">Late</a> March, 2005.	
RFP-3.26	1	Appendix 1D Schedule I 1.6	1.6 "Closing Time" means before 2:00 p.m. Vancouver time on May 12th, 2005 or such other date or time as may be designated by the Province from time to time in writing as the Closing Time or such other time as may be prescribed in the RFP.	1.6 "Closing Time" means before 2:00 p.m. Vancouver time on May 12 <sup>th</sup> June 15, 2005 or such other date or time as may be designated by the Province from time to time in writing as the Closing Time or such other time as may be prescribed in the RFP.	
RFP-3.27	1	Appendix 1D Schedule II 3.1	(Refer to Attachment RFP-3-iii)		
RFP-3.28	1	Appendix 1F 4.2.1	(Refer to Attachment RFP-3-iv)		

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Addendum #	Volume #	Section #	- Original Text	(deletions are struckout; changes / additions are highlighted)
RFP-3.29	1	Appendix 1F 4.2.2	(Refer to Attachment RFP-3-v)	
RFP-3.30	1	Appendix 1F	4.2.3 Assumptions Underlying the Price Proposal	4.2.3 Assumptions Underlying the Price Proposal
		4.2.3	Proponents must provide the following information regarding assumptions:	Proponents must provide the following information regarding assumptions:
			a) Original Service Availability Payments: State the estimated lane non-availability and minimum performance deductions, if any.	a) Original Service Availability & Safety Payments: State the estimated lane non-availability and minimum performance deductions, if any.
			b) Traffic Volume Payment: Describe the rationale for the proposed traffic rates for each traffic band, including details of all traffic assumptions used and any supporting analysis justifying these assumptions.	b) Traffic Volume Payment: Describe the rationale for the proposed traffic rates for each traffic band, including details of all traffic assumptions used and any supporting analysis justifying these assumptions.
			c) Availability Payments:	c) Availability & Safety Payments:
			(i) describe the rationale for the proposed gross availability payment for each year;	(i) describe the rationale for the proposed gross availability payment for each year;
			(ii) if the gross availability payment bid differs in each year, provide a rationale;	(ii) if the gross availability and safety payment bid differs in each year, provide a rationale;
			(iii) the availability payments are not intended to support inflation-indexed financing. Describe the rationale behind the proposed escalation factors; and	(iii) the availability <b>and safety</b> payments are not intended to support inflation-indexed financing. Describe the rationale behind the proposed escalation factors; and
			(iv) provide detailed assumptions, if available, with regards to lane non-availability.	(iv) provide detailed assumptions, if available, with regards to lane non-availability.
			d) Safety Performance Payments:	d) Safety Performance Payments:
			(i) provide and describe the safety performance assumptions;	(i) provide and describe the safety performance assumptions;
			<ul> <li>(ii) if the Proponent plans to undertake additional activities to manage safety performance of the DBFO Project, please provide details;</li> </ul>	(ii) if the Proponent plans to undertake additional activities to manage safety performance of the DBFO Project, please provide details;
			(iii) if the Proponent has estimated the standard deviation or variability of their safety performance forecast, please provide details;	(iii) if the Proponent has estimated the standard deviation or variability of their safety performance forecast, please provide details;
			e) End of Term Payment: Describe the rationale for the assumptions used to derive the Proponent's End of Term Payment.	ed) End of Term Payment: Describe the rationale for the assumptions used to derive the Proponent's End of Term Payment.
RFP-3.31	1	Appendix 1F	4.3.7 Structure of the Financial Model	4.3.7 Structure of the Financial Model
		4.3.7	The Financial Model must be consistent with the assumptions and be structured as follows:	The Financial Model must be consistent with the assumptions and be structured as follows:
			p) all financial instruments must be priced as at the close of the business day April 12, 2005.	p) all financial instruments must be priced as at the close of the business day April 12 June 1, 2005.

A d d d #	RF	P Reference	Odelestand	Revised Text
Addendum #	Volume #	Section #	Original Text	(deletions are struckout; changes / additions are highlighted)
RFP-3.32	1	Appendix 1F	4.3.12 Bonding and Insurance	4.3.12 Bonding and Insurance
		4.3.12	Having regard for the mandatory minimum insurance coverage outlined in the Definitive Concession Agreement, and the mandatory minimum bonding requirements during construction and operations contemplated by the Definitive Concession Agreement, Proponents are invited to provide a Proposal on the insurance and the bonding that would be most advantageous to both the Concessionaire and the Province during the DBFO Project, with particular regard for:	Having regard for the mandatory minimum insurance coverage outlined in the Definitive Concession Agreement, and the mandatory minimum bonding requirements during construction and operations contemplated by the Definitive Concession Agreement, Proponents are invited to provide a Proposal on the insurance and the bonding that would be most advantageous to both the Concessionaire and the Province during the DBFO Project, with particular regard for:
			d) the Proponent's capacity to provide the insurance and bonding arrangements described must be demonstrated by appropriate letters from the relevant insurance brokers, surety companies or providers of letters of credit.	d) the Proponent's capacity to provide the insurance and bonding arrangements described must be demonstrated by appropriate letters from the relevant insurance brokers, surety companies or providers of letters of credit.
RFP-3.33	1	Appendix 1G	PART ONE: RISK-ADJUSTED NET PRESENT VALUE (60 Points)	PART ONE: RISK-ADJUSTED NET PRESENT VALUE (60 Points)
		Part One	A risk-adjusted Net Present Value will be calculated for each Proposal using the proposed Performance Payments, which include:	A risk-adjusted Net Present Value will be calculated for each Proposal using the proposed Performance Payments, which include:
			Pre-Completion Performance Payments;	Pre-Completion Performance Payments;
			Original Service Period Availability Payments;	Original Service Period Availability & Safety Payments;
			Enhanced Service Period Availability Payments;	Enhanced Service Period Availability & Safety Payments;
			Traffic Volume Payments;	Traffic Volume Payments; and
			Safety Performance Payments; and	<ul> <li>Safety Performance Payments; and</li> </ul>
			End of Term Payment.	End of Term Payment.
			c) Availability Payments — Each Proponent will be assumed to receive the full value of the requested availability payments without any deductions.	<ul> <li>Availability &amp; Safety Payments — Each Proponent will be assumed to receive the full value of the requested availability and safety payments without any deductions.</li> </ul>
			d) Safety Payments — Each Proponent will be assumed to achieve the same safety performance.	d) Safety Payments — Each Proponent will be assumed to achieve the same safety performance.
			e) End of Term Payment — Each Proponent is assumed to receive the 100% of the gross End of Term Payment as per the amount stated in each Proponent's Proposal.	ed) End of Term Payment — Each Proponent is assumed to receive the 100% of the gross End of Term Payment as per the amount stated in each Proponent's Proposal.
			f) Pre-Completion Performance Payments — It will be assumed that these will be paid quarterly, based on eligible costs incurred in the Proponent's construction schedule, to a maximum of \$62.5 million in total.	Pre-Completion Performance Payments — It will be assumed that these will be paid quarterly, based on eligible costs incurred in the Proponent's construction schedule, to a maximum of \$62.5 million in total.

Reference: Addendum #RFP-3.2

Volume 1, Section 1.3.4, Table 1

### **Original Text**

### TABLE 1

Design, Construction, Operation, Maintenance and Rehabilitation and Finance Responsibility along the Highway

Phase	Description	Responsibility for Design	Responsibility for Construction	Responsibility for Operations, Maintenance& Rehabilitation	Responsibility for Finance
Phase 3	Highway 95 to Yoho Bridge  Construction not yet commenced or scheduled	N/A	N/A	Concessionaire	Concessionaire for operations, maintenance & rehabilitation only
Phase 1	Yoho Bridge and approaches Improvements expected to be completed by fall of 2006	Other MOT contractors	Other MOT contractors	Concessionaire	Province for design and construction only  Concessionaire for operations, maintenance & rehabilitation only
Phase 2	Park Bridge (Rafters Pull Out to Brake Check)	Concessionaire	Concessionaire	Concessionaire	Concessionaire
Phase 3	Brake Check to Yoho National Park Construction not yet commenced or scheduled	N/A	N/A	Concessionaire	Concessionaire for operations, maintenance & rehabilitation only

Reference: Addendum #RFP-3.2

Volume 1, Section 1.3.4, Table 1

#### **Revised Text**

#### TABLE 1

Design, Construction, Operation, Maintenance and Rehabilitation and Finance Responsibility along the Highway

Phase	Description	Responsibility for Design	Responsibility for Construction	Responsibility for Operations, Maintenance& Rehabilitation	Responsibility for Finance
Phase 3	Highway 95 to Yoho Bridge  Construction not yet commenced or scheduled	N/A	N/A	Concessionaire	Concessionaire for operations, maintenance & rehabilitation only
Phase 1	Yoho Bridge and approaches Improvements expected to be completed by fall of 2006	Other MOT contractors	Other MOT contractors	Concessionaire (except for maintenance by Phase 1 Contractor)	Province for design and construction only  Concessionaire for operations, maintenance & rehabilitation only
Phase 2	Park Bridge (Rafters Pull Out to Brake Check)	Concessionaire	Concessionaire	Concessionaire	Concessionaire
Phase 3	Brake Check to Yoho National Park  Construction not yet commenced or scheduled	N/A	N/A	Concessionaire	Concessionaire for operations, maintenance & rehabilitation only

Reference: Addendum #RFP-3.17

Volume 1, Appendix 1C, Table 1.1

**Original Text** 

**TABLE 1.1**Total Performance Payment Components

	Payment Component	Frequency of Payment	Amount		
1.	. Original Service Period Performance Payments				
	Pre-Completion Performance Payments	Quarterly	Up to \$62.5 million of Eligible Costs in total		
	Original Service Period Availability Payments	Monthly	\$2 million per annum		
2.	Enhanced Service Period Performance P	ayments			
	Enhanced Service Period Availability Payments	Monthly	86-88% of total NPV of Enhanced Service Period Performance Payments over the Project Term		
	Traffic Volume Payments	Monthly	9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Term		
	Safety Performance Payments	Annually	3% of total NPV of Enhanced Service Period Performance Payments over the Project Term		
3.	End of Term Payment				
	End of Term Payment	Once	\$4-6 million		

Reference: Addendum #RFP-3.17

Volume 1, Appendix 1C, Table 1.1

**Revised Text** 

**TABLE 1.1**Total Performance Payment Components

	Payment Component	Frequency of Payment	Amount	
1.	Original Service Period Performance Payments			
	Pre-Completion Performance Payments	Quarterly	Up to \$62.5 million of Eligible Costs in total	
	Original Service Period Availability & Safety Payments	Monthly	\$2 million per annum	
2.	<b>Enhanced Service Period Performance P</b>	ayments		
	Enhanced Service Period Availability & Safety Payments	Monthly	86-88% 89-91% of total NPV of Enhanced Service Period Performance Payments over the Project Term	
	Traffic Volume Payments	Monthly	9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Term	
	Safety Performance Payments	<del>Annually</del>	3% of total NPV of Enhanced Service Period Performance Payments over the Project Term	
3.	End of Term Payment			
	End of Term Payment	Once	\$4-6 million	

## Attachment RFP-3-iii

Reference: Addendum #RFP-3.27

Volume 1, Appendix 1D, Schedule II, Article III

## **Original Text**

DATE	DELIVERABLE	
Mid- November 2004	Proponents' submit proposed agenda items	
Last week in November 2004	Agenda for Workshop A issued	
	Workshop A	
Early December 2004	Topics to include:	
	o Risk Allocation	
	o Technical Issues	
2 <sup>nd</sup> week in December 2004	Agenda for Workshop B issued	
	Workshop B	
Late January, 2005	Topics to include:	
	Proponents Comments on Concession Agreement	
	o Financial Issues	
February 4, 2005	Proponents submit mark-up/drafted solutions/Proposed Amendments to the Draft Concession Agreement	
Early March 2005	Issue to Proponents:	
	Revised Concession Agreement	
1 <sup>st</sup> Week in March 2005	Agenda for Workshop C issued	
	Workshop C	
Mid- March 2005	Topics to include:	
	Revised Concession Agreement	
March 2005	Proponents submit mark-up/drafted solutions/Proposed Amendments to the	
	Revised Concession Agreement	
Late April, 2005	Issue to Proponents:	
	Definitive Concession Agreement	
May 12 <sup>th</sup> , 2005	Closing Time for Proposals	

# Attachment RFP-3-iii

Reference: Addendum #RFP-3.27

Volume 1, Appendix 1D, Schedule II, Article III

### **Revised Text**

DATE	DELIVERABLE
Mid- November 2004	Proponents' submit proposed agenda items
Last week in November 2004	Agenda for Workshop A issued
	Workshop A
Early December 2004	Topics to include:
	o Risk Allocation
	o Technical Issues
2 <sup>nd</sup> week in December 2004 February 2005	Agenda for Workshop B issued
	Workshop B
Late <mark>January,</mark> February 2005	Topics to include:
	Proponents Comments on Concession Agreement
	o Financial Issues
February 4 March 2, 2005	Proponents submit mark-up/drafted solutions/Proposed Amendments to the Draft Concession Agreement
Forth Late March 2005	Issue to Proponents:
Early Late March 2005	Revised Concession Agreement
1st Last Week in March 2005	Agenda for Workshop C issued
	Workshop C
Mid-March Early April 2005	Topics to include:
	Revised Concession Agreement
March April 2005	Proponents submit mark-up/drafted solutions/Proposed Amendments to the Revised Concession Agreement
Late April, Early May 2005	Issue to Proponents:
Late April; Larry May 2003	Definitive Concession Agreement
May 12th June 15, 2005	Closing Time for Proposals

Reference:

Addendum #RFP-3.28 Volume 1, Appendix 1F, Section 4.2.1

## **Original Text**

	Payment Component	Frequency of Payment	Amount	
1.	Original Service Period Performance Payments			
	Pre-Completion Performance Payments	Quarterly	Up to \$62.5 million of Eligible Costs in total	
	Original Service Period Availability Payments	Monthly	\$2 million per annum	
2.	<b>Enhanced Service Period Performance P</b>	ayments		
	Enhanced Service Period Availability Payments	Monthly	86-88% of total NPV of Enhanced Service Period Performance Payments over the Project Term	
	Traffic Volume Payments	Monthly	9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Term	
	Safety Performance Payments	Annually	3% of total NPV of Enhanced Service Period Performance Payments over the Project Term	
3.	End of Term Payment			
	End of Term Payment	Once	\$4-6 million	

Reference: Addendum #RFP-3.28

Volume 1, Appendix 1F, Section 4.2.1

### **Revised Text**

	Payment Component	Frequency of Payment	Amount		
1.	Original Service Period Performance Payments				
	Pre-Completion Performance Payments	Quarterly	Up to \$62.5 million of Eligible Costs in total		
	Original Service Period Availability & Safety Payments	Monthly	\$2 million per annum		
2.	<b>Enhanced Service Period Performance F</b>	ayments			
	Enhanced Service Period Availability & Safety Payments	Monthly	86-88% 89-91% of total NPV of Enhanced Service Period Performance Payments over the Project Term		
	Traffic Volume Payments	Monthly	9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Term		
	Safety Performance Payments	<u>Annually</u>	3% of total NPV of Enhanced Service Period Performance Payments over the Project Term		
3.	End of Term Payment				
	End of Term Payment	Once	\$4-6 million		

Reference: Addendum #RFP-3.29

Volume 1, Appendix 1F, Section 4.2.2

#### **Revised Text**

#### 4.2.2 Price Proposal Submission Requirements

Proponents must provide a completed Payment Schedule Form below. This proposed schedule will change in accordance with changes in the Payment Mechanism.

The highest Annual Availability Payment proposed for a year may not be more than 20% higher than the lowest Annual Availability Payment proposed in any other year.

The Traffic Volume Payment rate per Passenger Vehicle Equivalent proposed for each successive band must be less than the rate proposed for the previous band (i.e., the rate for Band no. 2 must be lower than the rate for Band no. 1). The number of Passenger Vehicle Equivalents in each band is provided in the Concession Agreement.

In setting the payment per Passenger Vehicle Equivalent for each band, the Proponent should ensure that the structure they propose:

- does not provide for a guaranteed Traffic Volume Payment; and
- that the Traffic Volume Payment varies to such an extent as to demonstrate that the Concessionaire is assuming traffic risk. In order to achieve this, the Concessionaire will be required to structure the per vehicle payments such that:
  - a 1% decrease in traffic volume on a per Passenger Vehicle Equivalent basis will result in at least a 0.5% decrease in the Traffic Volume Payment, except in the case of the top band (consisting of the highest number of Passenger Vehicle Equivalents); and
  - with no Traffic Volume Payment, the return to shareholders will be lower than the Concessionaire's cost of long-term debt as set out in the Financial Model.

Availability	Period Performance Payment  Period within the	Proponent Bid	Payment to escalate by
Payments	Enhanced Service Period	r roponem Bia	proportion of inflation (Acceptable Range 0-20%)
	Year 1	\$[●] per month	[●%] of inflation
	Year 2	\$[●] per month	[●%] of inflation
	Year 3	\$[●] per month	[●%] of inflation
	Year 4	\$[●] per month	[●%] of inflation
	Year 5	\$[●] per month	[●%] of inflation
	Year 6	\$[●] per month	[●%] of inflation
	Year 7	\$[●] per month	[●%] of inflation
	Year 8	\$[●] per month	[●%] of inflation
	Year 9	\$[●] per month	[●%] of inflation
	Year 10	\$[●] per month	[●%] of inflation
	Year 11	\$[●] per month	[●%] of inflation
	Year 12	\$[●] per month	[●%] of inflation
	Year 13	\$[●] per month	[●%] of inflation
	Year 14	\$[●] per month	[●%] of inflation
	Year 15	\$[●] per month	[●%] of inflation
	Year 16	\$[●] per month	[●%] of inflation
	Year 17	\$[●] per month	[●%] of inflation

Reference:

Addendum #RFP-3.29 Volume 1, Appendix 1F, Section 4.2.2

## Original Text - continued

	Year 18	\$[●] per month	[●%] of inflation
	Year 19	\$[●] per month	[●%] of inflation
	Year 20	\$[●] per month	[●%] of inflation
	Year 21 and onwards	\$[●] per month	[●%] of inflation
Traffic Volume	Year One Traffic Forecast	[●] PVE	
_			
Payments	Year 1		
Payments	Year 1 Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Payments		\$[•]/PVE \$[•]/PVE	[●%] of inflation [●%] of inflation
Payments	Band no. 1 (least PVE)		
Payments	Band no. 1 (least PVE) Band no. 2	\$[•]/PVE	[●%] of inflation

Year 2		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 3		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 4		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 5		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 6		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 7		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 8		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation

Reference:

Addendum #RFP-3.29 Volume 1, Appendix 1F, Section 4.2.2

## Original Text - continued

Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 9		
Band no 1 (least PVE)	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[ <i>●</i> ]/PVE	[●%] of inflation
Band no. 4	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 10		
Band no. 1 (least PVE)	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 2	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 3	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 4	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 11		
Band no. 1 (least PVE)	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 4	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 12		
Band no. 1 (least PVE)	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 2	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 3	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 4	\$[ <i>●</i> ]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 13		
Band no. 1 (least PVE)	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 2	\$[ <i>●</i> ]/PVE	[●%] of inflation
Band no. 3	\$[ <i>●</i> ]/PVE	[●%] of inflation
Band no. 4	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 14	4	
Band no. 1 (least PVE)	\$[•]/PVE	[•%] of inflation
Band no. 2	\$[•]/PVE	[•%] of inflation
Band no. 3	\$[•]/PVE	[•%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 15	# # # # # # # # # # # # # # # # # # #	FOO(1 of inflation
Band no. 1 (least PVE)	\$[•]/PVE	[•%] of inflation
Band no. 2	\$[•]/PVE	[•%] of inflation
Band no. 3	\$[•]/PVE	[ •%] of inflation
Band no. 4	\$[•]/PVE	[ •%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 16	¢( <b>△</b> 1/D\/E	[40/] of inflation
Band no. 1 (least PVE)	\$[•]/PVE	[ •%] of inflation
Band no. 2	\$[•]/PVE	[ •%] of inflation
Band no. 3	\$[•]/PVE	[•%] of inflation
Band no. 4	\$[ <b>●</b> ]/PVE	[●%] of inflation

Reference: Addendum #RFP-3.29

Volume 1, Appendix 1F, Section 4.2.2

## Original Text - continued

	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 17		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 18		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 19		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 20		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 21 and onwards		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[�%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
Safety Performance	Safety Performance	\$[●] per year	
Payments	Payment Base Bid		
	Payments to escalate by a proportion of inflation	[●%] of inflation	[●%] of inflation
End of Term	Gross End of Term	\$[●] on the Expiry	Acceptable Range
Payment	Payment	Date	\$4-6 million

Reference: Addendum #RFP-3.29

Volume 1, Appendix 1F, Section 4.2.2

#### **Revised Text**

#### 4.2.2 Price Proposal Submission Requirements

Proponents must provide a completed Payment Schedule Form below. This proposed schedule will change in accordance with changes in the Payment Mechanism.

The highest Annual Availability & Safety Payment proposed for a year may not be more than 20% higher than the lowest Annual Availability & Safety Payment proposed in any other year.

The Traffic Volume Payment rate per Passenger Vehicle Equivalent proposed for each successive band must be less than the rate proposed for the previous band (i.e., the rate for Band no. 2 must be lower than the rate for Band no. 1). The number of Passenger Vehicle Equivalents in each band is provided in the Concession Agreement.

In setting the payment per Passenger Vehicle Equivalent for each band, the Proponent should ensure that the structure they propose:

- does not provide for a guaranteed Traffic Volume Payment; and
- that the Traffic Volume Payment varies to such an extent as to demonstrate that the Concessionaire is assuming traffic risk. In order to achieve this, the Concessionaire will be required to structure the per vehicle payments such that:
  - a 1% decrease in traffic volume on a per Passenger Vehicle Equivalent basis will result
    in at least a 0.5% decrease in the Traffic Volume Payment, except in the case of the
    top band (consisting of the highest number of Passenger Vehicle Equivalents); and
  - with no Traffic Volume Payment, the return to shareholders will be lower than the Concessionaire's cost of long-term debt as set out in the Financial Model.

Enhanced Service Perio	od Performance Payment		
Availability & Safety Payments	Period within the Enhanced Service Period	Proponent Bid	Payment to escalate by proportion of inflation (Acceptable Range 0-20%)
	Year 1	\$[●] per month	[●%] of inflation
	Year 2	\$[●] per month	[●%] of inflation
	Year 3	\$[●] per month	[●%] of inflation
	Year 4	\$[●] per month	[●%] of inflation
	Year 5	\$[●] per month	[●%] of inflation
	Year 6	\$[●] per month	[●%] of inflation
	Year 7	\$[●] per month	[●%] of inflation
	Year 8	\$[●] per month	[●%] of inflation
	Year 9	\$[●] per month	[●%] of inflation
	Year 10	\$[●] per month	[●%] of inflation
	Year 11	\$[●] per month	[●%] of inflation
	Year 12	\$[●] per month	[●%] of inflation
	Year 13	\$[●] per month	[●%] of inflation
	Year 14	\$[●] per month	[●%] of inflation
	Year 15	\$[●] per month	[●%] of inflation
	Year 16	\$[●] per month	[●%] of inflation

Reference: Addendum #RFP-3.29

Volume 1, Appendix 1F, Section 4.2.2

#### **Revised Text - continued**

	Year 17	\$[●] per month	[●%] of inflation
	Year 18	\$[●] per month	[●%] of inflation
	Year 19	\$[●] per month	[●%] of inflation
	Year 20	\$[●] per month	[●%] of inflation
	Year 21 and onwards	\$[●] per month	[•%] of inflation
Traffic Volume	Year One Traffic Forecast	[●] PVE	
Payments	Year 1		
·	Band no. 1 (least PVE)	\$[ <b>●</b> ]/PVE	[●%] of inflation
	Band no. 2	\$[ <b>●</b> ]/PVE	[●%] of inflation
	Band no. 3	\$[ <b>●</b> ]/PVE	[●%] of inflation
	Band no. 4	\$[ <b>●</b> ]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 2		
	Band no. 1 (least PVE)	\$[ <i>●</i> ]/PVE	[●%] of inflation
	Band no. 2	\$[ <b>●</b> ]/PVE	[●%] of inflation
	Band no. 3	\$[ <b>●</b> ]/PVE	[●%] of inflation
	Band no. 4	\$[ <i>●</i> ]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 3	4	
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
1	Band no. 2	\$[•]/PVE	[•%] of inflation
	Band no. 3	\$[•]/PVE	[•%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 4	¢(41/D)/F	[00/1 of inflations
	Band no. 1 (least PVE)	\$[•]/PVE	[•%] of inflation
	Band no. 2	\$[•]/PVE	[•%] of inflation
	Band no. 3 Band no. 4	\$[•]/PVE	[●%] of inflation [●%] of inflation
	Band no. 5 (most PVE)	\$[•]/PVE \$0.00/PVE	n/a
1	Year 5	Φ0.00/PVE	TI/a
	Band no. 1 (least PVE)	\$[ <b>●</b> ]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 6	φυ.συ/1 VL	11/4
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[•%] of inflation
	Band no. 4	\$[•]/PVE	[•%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 7		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[•%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 8		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation

Reference: Addendum #RFP-3.29

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### **Revised Text - continued**

Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 9		-
Band no 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[�%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 10		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 11	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	770
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[�%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 12		
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[ <i>●</i> ]/PVE	[●%] of inflation
Band no. 3	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 4	\$[ <b>●</b> ]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 13		
Band no. 1 (least PVE)	\$[ <i>●</i> ]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[●%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 14		
Band no. 1 (least PVE)	\$[•]/PVE	[•%] of inflation
Band no. 2	\$[•]/PVE	[•%] of inflation
Band no. 3	\$[•]/PVE	[•%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
Band no. 5 (most PVE)	\$0.00/PVE	n/a
Year 15	¢(a)/D\/F	Fe0/1 of inflation
Band no. 1 (least PVE)	\$[•]/PVE	[•%] of inflation
Band no. 2	\$[•]/PVE	[•%] of inflation
Band no. 3	\$[•]/PVE	[•%] of inflation
Band no. 4 Band no. 5 (most PVE)	\$[•]/PVE \$0.00/PVE	[●%] of inflation
Year 16	φυ.υυ/F V E	n/a
Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
Band no. 2	\$[•]/PVE	[●%] of inflation
Band no. 3	\$[•]/PVE	[•%] of inflation
Band no. 4	\$[•]/PVE	[●%] of inflation
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Reference: Addendum #RFP-3.29

Volume 1, Appendix 1F, Section 4.2.2

### **Revised Text - continued**

	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 17		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 18		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 19		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 20		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[•%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
	Year 21 and onwards		
	Band no. 1 (least PVE)	\$[•]/PVE	[●%] of inflation
	Band no. 2	\$[•]/PVE	[●%] of inflation
	Band no. 3	\$[•]/PVE	[●%] of inflation
	Band no. 4	\$[•]/PVE	[●%] of inflation
	Band no. 5 (most PVE)	\$0.00/PVE	n/a
Safety Performance Payments	Safety Performance Payment Base Bid	<mark>\$[∙●] per year</mark>	
	Payments to escalate by a proportion of inflation	[ <del>●%] of inflation</del>	<del>[●%] of inflation</del>
End of Term	Gross End of Term	\$[●] on the Expiry	Acceptable Range
Payment	Payment	Date	\$4-6 million