

Addendum RFP-5
Issued June 10, 2005

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RFP-5.7	1	Section 2.6.1	<p>2.6.1 Project Term</p> <p>The term of the Concession Agreement is 25 years from the Effective Date.</p>	<p>2.6.1 Project Term Contract Period</p> <p>The term of the Concession Agreement is 25 years from the Effective Date.</p>

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RFP-5.8	1	Section 2.6.2	<p>2.6.2 Allocation of Risks</p> <p>Risks that may arise during the Project Term will be allocated between Concessionaire and the Province as set out in the Concession Agreement.</p> <p>...</p> <p>Table 3 Indicative Summary of Risk</p> <table border="1"> <thead> <tr> <th rowspan="2">Risk Description</th> <th colspan="2">Risk Allocation</th> </tr> <tr> <th>Proponent</th> <th>Province</th> </tr> </thead> <tbody> <tr> <td colspan="3">DESIGN AND CONSTRUCTION RISKS</td> </tr> <tr> <td>Concept approvals within the environmental corridor (including Federal CEEA)</td> <td></td> <td>✓</td> </tr> <tr> <td>Design and construction approvals</td> <td>✓</td> <td></td> </tr> <tr> <td>Design risks associated with flaws in design</td> <td>✓</td> <td></td> </tr> <tr> <td>Land acquisition by the Province within the corridor described in 2.6.3.1</td> <td></td> <td>✓</td> </tr> <tr> <td>Land acquisition by the Province outside the corridor described in 2.6.3.1</td> <td>✓</td> <td></td> </tr> <tr> <td>Securing permits licenses and approvals</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Cost and time overruns</td> <td>✓</td> <td></td> </tr> <tr> <td>Adequacy of insurance</td> <td>✓</td> <td></td> </tr> <tr> <td>Changes in design and construction standards during construction</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Sub-contractor insolvency</td> <td>✓</td> <td></td> </tr> <tr> <td>Geotechnical</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Labour disputes</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Quality assurance and quality control</td> <td>✓</td> <td></td> </tr> <tr> <td>Achieving construction standards and specifications</td> <td>✓</td> <td></td> </tr> <tr> <td>Labour and material availability</td> <td>✓</td> <td></td> </tr> <tr> <td colspan="3">OPERATIONAL RISKS</td> </tr> <tr> <td>Changes in standards – depending on the nature of the change</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Operating - Associated with general operation, maintenance and rehabilitation for Phase 1 and Phase 3 (landslides – shared)</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Operating - Associated with general operation, maintenance and rehabilitation of Phase 2</td> <td>✓</td> <td></td> </tr> <tr> <td>Increased rehabilitation as a result of higher traffic volume</td> <td>✓</td> <td></td> </tr> <tr> <td>Increase in OM&R Services expenditure during the Project Term</td> <td>✓</td> <td></td> </tr> <tr> <td>Third party claims and accidents</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Changes in required insurance premiums</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Meeting operational performance specifications</td> <td>✓</td> <td></td> </tr> <tr> <td>Meeting End of Term Requirements</td> <td>✓</td> <td></td> </tr> <tr> <td>Labour and material availability</td> <td>✓</td> <td></td> </tr> <tr> <td colspan="3">FINANCIAL RISKS</td> </tr> <tr> <td>Interest rate risk after Financial Close</td> <td>✓</td> <td></td> </tr> <tr> <td>Inflation risk after Financial Close</td> <td>✓</td> <td></td> </tr> <tr> <td>Raising adequate financing</td> <td>✓</td> <td></td> </tr> <tr> <td>Refinancing risk</td> <td>✓</td> <td></td> </tr> <tr> <td colspan="3">OTHER RISKS</td> </tr> <tr> <td>Negotiations</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Political (prior to Financial Close)</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Political (after Financial Close)</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Accounting</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Change in Law (general – Proponent ; 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	Volume #	Section #		
RFP-5.9	1	Section 2.6.3.1	<p>2.6.3.1 Extent of Property Available to Proponents</p> <p>The Province has identified a corridor within which it will make land available to the Concessionaire for the purpose of construction of Phase 2. This corridor is set out at Section 8 of the Data Room. The Proponents must ensure that any design put forward in their Proposals can be constructed within this corridor to the Province or that they have obtained firm commitments from the owners of any lands to transfer the lands required in addition to those lands in this corridor prior to the Effective Date.</p>	<p>2.6.3.1 Extent of Property Available to Proponents</p> <p>The Province has identified a corridor within which it will make land will be available to for use by the Concessionaire for the purpose of construction of Phase 2. This corridor is set out at Section 8 DBFO Project, except for the CP Rail Lands which will be available under the CP Rail Agreement and the waste disposal sites if not currently identified as waste disposal sites. The Definitive Concession Agreement will reflect the alignment of the Preferred Proponent's Proposal. This corridor is identified in the drawings entitled "The Phase 2 Lands" in Section 8.3.1 of the Data Room and the Land Act map reserve in Section 8.5.1.2 of the Data Room. The Proponents must ensure that any design put forward in their Proposals can be constructed within this corridor to the Province or that they have obtained firm commitments from the owners of any lands to transfer the lands required in addition to those lands in this corridor to transfer such lands prior to the Effective Date.</p>
RFP-5.10	1	Section 2.6.3.2	<p>2.6.3.2 Non-Exclusive Licence</p> <p>The Province will grant to the Concessionaire a non-exclusive licence over the Highway and the Side Roads during the Project Term on the terms and conditions set out in the Concession Agreement.</p>	<p>2.6.3.2 Non-Exclusive Licence</p> <p>The Province will grant to the Concessionaire a non-exclusive licence over the Highway and the Side Roads during the Project Term Contract Period on the terms and conditions set out in the Concession Agreement.</p>
RFP-5.11	1	Section 2.6.3.3	<p>2.6.3.3 Other Rights in the Corridor</p> <p>All commercial and other rights and opportunities related to the Highway, the Kicking Horse Canyon Project and the DBFO Project will be retained by the Province. During the Project Term, the Concessionaire may from time to time propose business opportunities for the Province to consider in accordance with the Concession Agreement.</p>	<p>2.6.3.3 Other Rights in the Corridor</p> <p>All commercial and other rights and opportunities related to the Highway, the Kicking Horse Canyon Project and the DBFO Project will be retained by the Province. During the Project Term Contract Period, the Concessionaire may from time to time propose business opportunities for the Province to consider in accordance with the Definitive Concession Agreement.</p>
RFP-5.12	1	Section 2.6.4	<p>2.6.4 Securing Permits, Licences, and Approvals</p> <p>The Concessionaire is responsible for obtaining and maintaining all Permits, Licences, and Approvals required for the DBFO Project, except as otherwise stated in this RFP or in the Concession Agreement.</p>	<p>2.6.4 Securing Permits, Licences, and Approvals</p> <p>The Concessionaire is responsible for obtaining and maintaining all Permits, Licences, and Approvals required for the DBFO Project, except as otherwise stated in this RFP or in the Definitive Concession Agreement.</p>
RFP-5.13	1	Section 2.6.5	<p>2.6.5 Providing Utilities and Related Infrastructure</p> <p>The Concessionaire is responsible for securing and relocating all temporary and permanent utilities required for the DBFO Project. The Concessionaire is required to observe and be bound by the terms of any utility agreements existing or entered into between the Province and any utility company. Information regarding utilities is available in the Data Room.</p>	<p>2.6.5 Providing Utilities and Related Infrastructure</p> <p>The Concessionaire is responsible for securing and relocating all temporary and permanent utilities required for the DBFO Project, except as set out in the Concession Agreement. The Concessionaire is required to observe and be bound by the terms of any utility agreements existing or entered into between the Province and any utility company. Information regarding utilities is available in the Data Room.</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.14	1	Section 2.6.6	<p>2.6.6 End of Term Requirements</p> <p>Performance standards for the condition of the Highway at the end of the Project Term are set out in Volume 3 of this RFP and in the Concession Agreement (the “End of Term Requirements”). The procedure for reviewing the condition of the Highway, correcting any required deficiencies, and setting aside funds to ensure completion during the period preceding the end of the Project Term, is set out in detail in the Concession Agreement.</p>	<p>2.6.6 End of Term Requirements</p> <p>Performance standards for the condition of the Highway at the end of the Project Term Contract Period are set out in Volume 3 of this RFP and in the Concession Agreement (the “End of Term Requirements”). The procedure for reviewing the condition of the Highway, correcting any required deficiencies, and setting aside funds to ensure completion during the period preceding the end of the Project Term Contract Period, is set out in detail in the Concession Agreement.</p>
RFP-5.15	1	Section 2.7.2	<p>2.7.2 Concession Agreement Finalization</p> <p>...</p> <p>The Province intends to issue an Addendum to the RFP in 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.</p> <p>...</p> <p>If necessary, the period between selection of the Preferred Proponent and execution of the Concession Agreement may provide the Preferred Proponent and the Province the opportunity to obtain any required regulatory or other approvals.</p> <p>Execution by the Province of the Concession Agreement is subject to the Province obtaining all necessary governmental authorizations and approvals required in connection therewith, including:</p> <p>...</p>	<p>2.7.2 Concession Agreement Finalization</p> <p>...</p> <p>The Province intends to issue an Addendum to the RFP in May June, 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 or amendment. The Definitive Concession Agreement, without material amendment (as detailed in Section 4.2 below), is to be used by the Proponents as the basis for their Proposal.</p> <p>...</p> <p>If necessary, the period between selection of the Preferred Proponent and execution of the Definitive Concession Agreement may provide the Preferred Proponent and the Province the opportunity to obtain any required regulatory or other approvals.</p> <p>Execution by the Province of the Definitive Concession Agreement is subject to the Province obtaining all necessary governmental authorizations and approvals required in connection therewith, including:</p> <p>...</p>
RFP-5.16	1	Section 2.8	<p>2.8 Communications and Consultation with the Public and Stakeholders</p> <p>...</p> <p>The Province and the Concessionaire will, throughout the Project Term, share certain responsibilities for communications and consultation. It is anticipated that this approach will provide communities, businesses, residents and other stakeholders with an efficient and consistent approach to communications and consultation.</p>	<p>2.8 Communications and Consultation with the Public and Stakeholders</p> <p>...</p> <p>The Province and the Concessionaire will, throughout the Project Term Contract Period, share certain responsibilities for communications and consultation. It is anticipated that this approach will provide communities, businesses, residents and other stakeholders with an efficient and consistent approach to communications and consultation.</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.17	1	Section 3.1.1	<p>3.1.1 Introduction</p> <p>...</p> <p>As set out in Appendix 1F, Proponents are required to submit a payment schedule that conforms to the Payment Mechanism. While the Payment Mechanism summarized in this RFP is that anticipated by the Province, during the Proponent Consultation Process, Proponents will be given the opportunity to propose variations to the Payment Mechanism that achieve the same objectives which may become the subject of Addenda to the RFP.</p>	<p>3.1.1 Introduction</p> <p>...</p> <p>As set out in Appendix 1F, Proponents are required to submit a payment schedule that conforms to the Payment Mechanism. While the Payment Mechanism summarized in this RFP is that anticipated by the Province, during the Proponent Consultation Process, Proponents will be given the opportunity to propose variations to the Payment Mechanism that achieve the same objectives which may become the subject of Addenda to the RFP.</p> <p>The Province has an affordability constraint for the DBFO Project of a maximum Net Present Value for the DBFO Project of \$197 million.</p>
RFP-5.18	1	Section 3.1.2	<p>3.1.2 Original Service Period Performance Payments</p> <p>During the Original Service Period, Pre-Completion Performance Payments and Original Service Period Availability Payments will be made to encourage efficient operation and maintenance of the Highway and effective traffic management.</p>	<p>3.1.2 Original Service Period Performance Payments</p> <p>During the Original Service Period, Pre-Completion Performance Payments and Original Service Period Availability & Safety Payments will be made to encourage efficient operation and maintenance of the Highway and effective traffic management.</p>
RFP-5.19	1	Section 3.1.2.1	<p>3.1.2.1 Pre-Completion Performance Payments.</p> <p>Pre-Completion Performance Payments will be paid quarterly during the construction of the Works in accordance with the Concession Agreement, up to a maximum of \$62.5 million in total.</p>	<p>3.1.2.1 Pre-Completion Performance Payments.</p> <p>Pre-Completion Performance Payments will be paid quarterly semi-annually during the construction of the Works in accordance with the Definitive Concession Agreement, up to a maximum of \$62.5 million in total.</p>
RFP-5.20	1	Section 3.1.2.2	<p>3.1.2.2 Original Service Period Availability Payments</p> <p>Original Service Period Availability Payments will be made for the provision of O,M&R Services in accordance with the Concession Agreement.</p> <p>...</p>	<p>3.1.2.2 Original Service Period Availability Payments</p> <p>Original Service Period Availability Payments will be made for the provision of O,M&R Services in accordance with the Definitive Concession Agreement.</p> <p>...</p>
RFP-5.21	1	Section 3.1.3.1	<p>3.1.3.1 Availability & Safety Payment</p> <p>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.</p> <p>...</p> <p>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.</p>	<p>3.1.3.1 Availability & Safety Payment</p> <p>The Concessionaire will receive payments, in accordance with the Definitive Concession Agreement, for providing available lanes in the Highway and taking safety measures which meet the requirements for the DBFO Project.</p> <p>...</p> <p>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 and which unavailability will include lane closures due to the removal of snow from the 5 Mile Hill shoulder and slow lane as more particularly set out in the Definitive Concession Agreement.</p>

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	Volume #	Section #		
RFP-5.22	1	Section 3.1.3.2	<p>3.1.3.2 Traffic Volume Payments</p> <p>The Kicking Horse Canyon is a vital link in the Province's transportation network, and the commercial and tourist traffic using this stretch of road is of significant importance to the economy of the Province. The Concessionaire will be rewarded for increased usage of this corridor through payments for both current and incremental traffic volume on a per Passenger Vehicle Equivalent rate, in accordance with the Concession Agreement.</p>	<p>3.1.3.2 Traffic Volume Payments</p> <p>The Kicking Horse Canyon is a vital link in the Province's transportation network, and the commercial and tourist traffic using this stretch of road is of significant importance to the economy of the Province. The Concessionaire will be rewarded for increased usage of this corridor through payments for both current and incremental traffic volume on a per Passenger Vehicle Equivalent rate, in accordance with the Definitive Concession Agreement.</p>
RFP-5.23	1	Section 3.1.4	<p>3.1.4 End of Term Payment</p> <p>The Concession Agreement will specify a service life for the Highway. The Province wishes to provide incentives to the Concessionaire to ensure that the assets are able to achieve or exceed their designed service life.</p> <p>The Concessionaire will receive an End of Term Payment at the end of the Project Term provided it meets standards specified in the Concession Agreement which are directly linked to the asset condition of the Highway at the end of the Project Term.</p>	<p>3.1.4 End of Term Payment</p> <p>The Definitive Concession Agreement will specify a service life for the Highway. The Province wishes to provide incentives to the Concessionaire to ensure that the assets are able to achieve or exceed their designed service life.</p> <p>The Concessionaire will receive an End of Term Payment at the end of the Project Term Contract Period provided it meets standards specified in the Definitive Concession Agreement which are directly linked to the asset condition of the Highway at the end of the Project Term Contract Period.</p>
RFP-5.24	1	Section 3.1.5	<p>3.1.5 Payment Retention</p> <p>...</p> <p>A portion of the Total Performance Payment made to the Concessionaire will be retained if the assets on the Highway do not meet the pre-determined asset conditioning requirements at the end of the Project Term.</p> <p>...</p>	<p>3.1.5 Payment Retention</p> <p>...</p> <p>A portion of the Total Performance Payment made to the Concessionaire will be retained if the assets on the Highway do not meet the pre-determined asset conditioning requirements at throughout the end-of-the Project Term Contract Period.</p> <p>...</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.25	1	Section 4.2	<p>4.2 Proposal Submission Requirements</p> <p>...</p> <p>The Province encourages Proponents to come forward early with ideas on innovation and does not wish to constrain the scope for innovation by Proponents. To encourage innovation Proponents are free to submit more than one Proposal provided that each Proposal is a Compliant Proposal. Proponents must prepare their Proposals on the basis of the Definitive Concession Agreement without amendment. Only Proposals which comply with all provisions of this RFP will be accepted for consideration. The Province's determination as to whether or not a Proposal is acceptable will be based upon the requirements set out in the RFP and the Proponent need not be consulted.</p> <p>...</p>	<p>4.2 Proposal Submission Requirements</p> <p>...</p> <p>The Province encourages Proponents to come forward early with ideas on innovation and does not wish to constrain the scope for innovation by Proponents. To encourage innovation Proponents are free to submit more than one Proposal (to a maximum of three) provided that each Proposal is a Compliant Proposal. Proponents must prepare their Proposals on the basis of the Definitive Concession Agreement without amendment material amendment. Proponents may submit non-material amendments to the Definitive Concession Agreement with their Proposal. A material amendment includes an amendment that directly or indirectly alters the technical requirements or payment mechanism contained in the Definitive Concession Agreement. In particular, any changes to Schedules 5, 6, 7, 10 or 21 will be considered to be material. Proponents should also note that a large number of changes that in themselves are not material will together be considered a material change. The Province is also not prepared to accept any new Compensation Event, Province Change or amendments to Section 29 of the Definitive Concession Agreement. Whether or not a Proponent submits more than one Proposal only one mark-up of the Definitive Concession Agreement incorporating non-material amendments may be submitted which shall be considered to form part of each Proposal.</p> <p>Only Proposals which comply with all provisions of this RFP will be accepted for consideration. The Province's determination as to whether or not a Proposal is acceptable will be based upon the requirements set out in the this RFP and the Proponent need not be consulted.</p> <p>...</p>
RFP-5.26	1	Section 4.2.1	<p>4.2.1 Closing Time and Closing Location for Proposals</p> <p>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, June 30, 2005 (the "Closing Time").</p> <p>...</p>	<p>4.2.1 Closing Time and Closing Location for Proposals</p> <p>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, June 30 July 14, 2005 (the "Closing Time").</p> <p>...</p>

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	Volume #	Section #																						
RFP-5.27	1	Section 4.3.3	<p>4.3.3 Overview of Evaluation Criteria</p> <p>...</p> <p>The strengths of the Technical Submissions then will be evaluated on a pass/fail basis initially. The “pass” mark will be obtained if the minimum information required in Sections 5 to 8 inclusive of Appendix 1F is included in the Proposal. Safety enhancements and other qualitative aspects of the Technical Submissions (e.g., management plans, project plans and reports) will also be subject to another level of evaluation as outlined in Appendix 1G.</p> <p>The strengths of the Financial/Commercial Submission will also be evaluated on a pass/fail basis initially. The “pass” mark will be obtained if the minimum information required in Section 3 and 4 of Appendix 1F is included in the Proposal. Other qualitative aspects of the Financial/Commercial Submission (e.g., strength of the Financial Plan) will also be subject to another level of evaluation as outlined in Appendix 1G.</p> <p>...</p>	<p>4.3.3 Overview of Evaluation Criteria</p> <p>...</p> <p>The strengths of the Technical Submissions then will be evaluated on a pass/fail basis initially. The “pass” mark will be obtained if the minimum information required in Sections 5 to 8 inclusive of Package 4 in Appendix 1F is included in the Proposal. Safety enhancements and other qualitative aspects of the Technical Submissions (e.g., management plans, project plans and reports) will also be subject to another level of evaluation as outlined in Appendix 1G.</p> <p>The strengths of the Financial/Commercial Submission will also be evaluated on a pass/fail basis initially. The “pass” mark will be obtained if the minimum information required in Section 3 and 4 of Package 2 and Package 3 in Appendix 1F is included in the Proposal and the Net Present Value of Total Performance Payments is below the maximum NPV of \$197 million. Other qualitative aspects of the Financial/Commercial Submission (e.g., strength of the Financial Plan) will also be subject to another level of evaluation as outlined in Appendix 1G.</p> <p>...</p>																				
RFP-5.28	1	Section 4.3.4	<p>4.3.4 Scored Evaluation Criteria</p> <p>For those Proposals that achieve a pass on both the Technical Submissions and the Financial/Commercial Submissions, the Evaluation Committee will then conduct a scored evaluation of the Proposal using the criteria in the table below.</p> <p>TABLE 4 Scored Evaluation Criteria</p> <table border="1"> <tr> <td>Risk-adjusted Net Present Value Risk-adjusted aggregate NPV of the total Performance Payments.</td> <td>60 Points</td> </tr> <tr> <td>Technical Capability Based on information submitted in response to Sections 5 to 8 (inclusive) of Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation and as set out in Appendix 1G.</td> <td>10 Points</td> </tr> <tr> <td>Commercial Capability Based on information submitted in response to Sections 3 and 4 of Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation as set out in Appendix 1G.</td> <td>10 Points</td> </tr> <tr> <td>Safety Enhancements Safety enhancements of the Phase 2 design as outlined in Appendix 1G.</td> <td>20 Points</td> </tr> <tr> <td>Total</td> <td>100 Points</td> </tr> </table>	Risk-adjusted Net Present Value Risk-adjusted aggregate NPV of the total Performance Payments.	60 Points	Technical Capability Based on information submitted in response to Sections 5 to 8 (inclusive) of Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation and as set out in Appendix 1G.	10 Points	Commercial Capability Based on information submitted in response to Sections 3 and 4 of Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation as set out in Appendix 1G.	10 Points	Safety Enhancements Safety enhancements of the Phase 2 design as outlined in Appendix 1G.	20 Points	Total	100 Points	<p>4.3.4 Scored Evaluation Criteria</p> <p>For those Proposals that achieve a pass on both the Technical Submissions and the Financial/Commercial Submissions, the Evaluation Committee will then conduct a scored evaluation of the Proposal using the criteria in the table below.</p> <p>TABLE 4 Scored Evaluation Criteria</p> <table border="1"> <tr> <td>Risk-adjusted Net Present Value Risk-adjusted aggregate NPV of the total Performance Payments.</td> <td>60 Points</td> </tr> <tr> <td>Technical Capability Based on information submitted in response to Sections 5 to 8 (inclusive) of Package 4 in Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation and as set out in Appendix 1G.</td> <td>10 Points</td> </tr> <tr> <td>Commercial Capability Based on information submitted in response to Sections 3 and 4 of Package 2 and Package 3 in Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation as set out in Appendix 1G.</td> <td>10 Points</td> </tr> <tr> <td>Safety Enhancements Safety enhancements of the Phase 2 design as outlined in Appendix 1G.</td> <td>20 Points</td> </tr> <tr> <td>Total</td> <td>100 Points</td> </tr> </table>	Risk-adjusted Net Present Value Risk-adjusted aggregate NPV of the total Performance Payments.	60 Points	Technical Capability Based on information submitted in response to Sections 5 to 8 (inclusive) of Package 4 in Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation and as set out in Appendix 1G.	10 Points	Commercial Capability Based on information submitted in response to Sections 3 and 4 of Package 2 and Package 3 in Appendix 1F that is in excess of the minimum requirements for the pass/fail evaluation as set out in Appendix 1G.	10 Points	Safety Enhancements Safety enhancements of the Phase 2 design as outlined in Appendix 1G.	20 Points	Total	100 Points
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	Volume #	Section #		
RFP-5.29	1	Section 5.1	<p>5.1 Background Investigations, Surveys and Studies</p> <p>...</p> <p>These investigations, surveys and studies will be entered into the Data Room when complete.</p>	<p>5.1 Background Investigations, Surveys and Studies</p> <p>...</p> <p>These investigations, surveys and studies together with any other investigation, survey or study undertaken by the Province will be entered into the Data Room when complete during the RFP process prior to June 24, 2005.</p>
RFP-5.30	1	Section 5.2	<p>5.2 Investigations, Surveys, and Studies by Proponents</p> <p>...</p>	<p>5.2 Investigations, Surveys, and Studies by Proponents</p> <p>...</p>
RFP-5.31	1	Section 5.4	<p>5.4 Data Room</p> <p>...</p> <p>The information in the Data Room will be supplemented or updated from time to time. Proponents are solely responsible for checking the Data Room frequently for updates to ensure that they are using only the current information. Without limiting Section 6.17, neither the Province nor any of its Representatives is responsible or liable for any failure on the part of any Proponent to check the Data Room, or for any error or omission in any notice regarding the Data Room. Proponents are solely responsible for ensuring that they have software, which allows them access to, and use of, any information in the Data Room.</p>	<p>5.4 Data Room</p> <p>...</p> <p>The information in the Data Room will be supplemented or updated from time to time. Proponents are solely responsible for checking the Data Room frequently for updates to ensure that they are using only the current information. All information to be placed in the Data Room will be included on or before June 24, 2005 except for materials that arise as a result of the RFP process. Without limiting Section 6.17, neither the Province nor any of its Representatives is responsible or liable for any failure on the part of any Proponent to check the Data Room, or for any error or omission in any notice regarding the Data Room. Proponents are solely responsible for ensuring that they have software, which allows them access to, and use of, any information in the Data Room.</p>
RFP-5.32	1	Section 6.1	<p>6.1 Province's Right to Amend or Cancel RFP</p> <p>...</p> <p>If the Province has not received one Compliant Proposal then the Province has the right, but not the obligation, in its discretion at any time and without liability to any Proponent or Proponent Team Member, except as may be expressly provided for in the Proposal Competition Agreement, to:</p> <ul style="list-style-type: none"> negotiate with the Proponent who submitted the Proposal which in the opinion of the Province is most advantageous to the Province, and attempt to finalize a Concession Agreement with that Proponent on terms, conditions and with scope acceptable to the Province; or <p>...</p> <p>The Province may, in its discretion, elect not to proceed with the Concession Agreement or the DBFO Project in its discretion.</p>	<p>6.1 Province's Right to Amend or Cancel RFP</p> <p>...</p> <p>If the Province has not received one Compliant Proposal then the Province has the right, but not the obligation, in its discretion at any time and without liability to any Proponent or Proponent Team Member, except as may be expressly provided for in the Proposal Competition Agreement, to:</p> <ul style="list-style-type: none"> negotiate with the Proponent who submitted the Proposal which in the opinion of the Province is most advantageous to the Province, and attempt to finalize a Definitive Concession Agreement with that Proponent on terms, conditions and with scope acceptable to the Province; or <p>...</p> <p>The Province may, in its discretion, elect not to proceed with the Definitive Concession Agreement or the DBFO Project in its discretion.</p>

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	Volume #	Section #		
RFP-5.33	1	Section 6.3	<p>6.3 Conflicts in Documents</p> <p>If there is any provision in any part of the RFP or the Concession Agreement which a Proponent considers prior to submitting its Proposal to be in conflict with any other part of the RFP or the Concession Agreement, the Proponent shall notify the Contact Person in writing in accordance with Section 5.5, giving the details of such apparent conflict and seeking clarification. If any such conflict exists but notice is not given by a Proponent in accordance with the foregoing, the provision which, in the sole opinion of the Province, will provide the higher overall value to the Province, shall govern and take precedence.</p> <p>Subject to the foregoing, in the event of conflict or inconsistencies between or among any of the documents of the RFP or any appendix to Volume 1, the documents shall govern in the following order of precedence, with the first listed taking precedence over those listed after them:</p> <ul style="list-style-type: none"> • Concession Agreement (including all schedules thereto) • Proposal Competition Agreement • RFP (other than Volume 2 containing the form of Concession Agreement) 	<p>6.3 Conflicts in Documents</p> <p>If there is any provision in any part of the RFP or the Definitive Concession Agreement which a Proponent considers prior to submitting its Proposal to be in conflict with any other part of the RFP or the Definitive Concession Agreement, the Proponent shall notify the Contact Person in writing in accordance with Section 5.5, giving the details of such apparent conflict and seeking clarification. If any such conflict exists but notice is not given by a Proponent in accordance with the foregoing, the provision which, in the sole opinion of the Province, will provide the higher overall value to the Province, shall govern and take precedence.</p> <p>Subject to the foregoing, in the event of conflict or inconsistencies between or among any of the documents of the RFP or any appendix to Volume 1, the documents shall govern in the following order of precedence, with the first listed taking precedence over those listed after them:</p> <ul style="list-style-type: none"> • Definitive Concession Agreement (including all schedules thereto) • Proposal Competition Agreement • RFP (other than Volume 2 containing the form of Definitive Concession Agreement)
RFP-5.34	1	Section 6.12	<p>6.12 Changes to Proponents and Proponent Team Members</p> <p>...</p> <p>If, after submission of a Proposal and prior to the execution of the Concession Agreement, there is a proposed addition, deletion or substitution or other change in the Proponent Team Members or effective control of the Proponent or there is a material change in circumstances which may adversely affect a Proponent's ability to perform its obligations under the Concession Agreement, then the Proponent shall immediately notify the Province in writing to the Contact Person. Such a change will not automatically disqualify a Proponent. The Province's decision as to whether or not to disqualify a Proponent as a result of such a change shall be final and binding.</p> <p>...</p>	<p>6.12 Changes to Proponents and Proponent Team Members</p> <p>...</p> <p>If, after submission of a Proposal and prior to the execution of the Definitive Concession Agreement, there is a proposed addition, deletion or substitution or other change in the Proponent Team Members or effective control of the Proponent or there is a material change in circumstances which may adversely affect a Proponent's ability to perform its obligations under the Definitive Concession Agreement, then the Proponent shall immediately notify the Province in writing to the Contact Person. Such a change will not automatically disqualify a Proponent. The Province's decision as to whether or not to disqualify a Proponent as a result of such a change shall be final and binding.</p> <p>...</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.35	1	Section 6.14	<p>6.14 No Reliance</p> <p>Except as may be expressly provided for in the Concession Agreement, neither the Province nor any of its Representatives represents or warrants the accuracy or completeness of any information set out in the RFP, its appendices or the Background Information or made available to Proponents in the Background Information, or of any other background or reference information or documents and which may be made available to Proponents by or through the Province, its Representatives or BCTFA.</p> <p>...</p> <p>Without limiting the generality of the foregoing, unless otherwise expressly provided in this RFP:</p> <p>(a) Any and all use of or reliance upon any such information (including the Background Information or anything in the Background Information and including reliance in accordance with paragraph (c) below) by Proponents shall be and is subject to all express disclaimers of liability in the RFP, as well as all disclaimers of liability in the Concession Agreement.</p> <p>(b) Save as expressly set out in the Concession Agreement, neither the Province nor any of its Representatives represents or warrants and none of them are responsible in any way for the scope, timeliness, completeness, appropriateness, or accuracy of any information, representations, statements, assumptions, opinions, interpretations in any such information (including the Background Information), including in relation to any one or more of: descriptions of site, geological or subsurface conditions; dewatering; opinions or interpretations based on existing or assumed information; previous studies or optimization; conceptual designs or layouts, statements or estimates of quantities of any part of the work; assumptions or descriptions as to construction means or methods; availability and quality of construction materials; soil disposal; requirements of the stakeholders or others, or any assumptions or interpretations made by Proponents based on any information contained in the Background Information, any interpretations, conclusions, opinions or assumptions reached or made by Proponents based on anything in the Background Information.</p> <p>...</p> <p>By submitting a Proposal, each Proponent acknowledges, represents and warrants that its Proposal is based on and relies solely upon the Proponent's own examination, knowledge, information, judgment and investigations and not upon any statement, representation or information made, furnished or given by or on behalf of any of the Province or any of its Representatives except where expressly made in the Concession Agreement and warranted in the Concession Agreement to be accurate by the Province for purposes of reliance by the Proponent.</p> <p>...</p>	<p>6.14 No Reliance</p> <p>Except as may be expressly provided for in the Definitive Concession Agreement, neither the Province nor any of its Representatives represents or warrants the accuracy or completeness of any information set out in the RFP, its appendices or the Background Information or made available to Proponents in the Background Information, or of any other background or reference information or documents and which may be made available to Proponents by or through the Province, its Representatives or BCTFA.</p> <p>...</p> <p>Without limiting the generality of the foregoing, unless otherwise expressly provided in this RFP:</p> <p>(a) Any and all use of or reliance upon any such information (including the Background Information or anything in the Background Information and including reliance in accordance with paragraph (c) below) by Proponents shall be and is subject to all express disclaimers of liability in the RFP, as well as all disclaimers of liability in the Definitive Concession Agreement.</p> <p>(b) Save as expressly set out in the Definitive Concession Agreement, neither the Province nor any of its Representatives represents or warrants and none of them are responsible in any way for the scope, timeliness, completeness, appropriateness, or accuracy of any information, representations, statements, assumptions, opinions, interpretations in any such information (including the Background Information), including in relation to any one or more of: descriptions of site, geological or subsurface conditions; dewatering; opinions or interpretations based on existing or assumed information; previous studies or optimization; conceptual designs or layouts, statements or estimates of quantities of any part of the work; assumptions or descriptions as to construction means or methods; availability and quality of construction materials; soil disposal; requirements of the stakeholders or others, or any assumptions or interpretations made by Proponents based on any information contained in the Background Information, any interpretations, conclusions, opinions or assumptions reached or made by Proponents based on anything in the Background Information.</p> <p>...</p> <p>By submitting a Proposal, each Proponent acknowledges, represents and warrants that its Proposal is based on and relies solely upon the Proponent's own examination, knowledge, information, judgment and investigations and not upon any statement, representation or information made, furnished or given by or on behalf of any of the Province or any of its Representatives except where expressly made in the Definitive Concession Agreement and warranted in the Definitive Concession Agreement to be accurate by the Province for purposes of reliance by the Proponent.</p> <p>...</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.36	1	Appendix 1A	<p>1. Definitions</p> <p>...</p> <p>“Aesthetics and Landscape Design Report” means the portion of a Proponent’s Proposal described in Section 7.2.5 of Appendix 1F.</p> <p>...</p> <p>“Asset Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.9 of Appendix 1F.</p> <p>“Asset Management Strategy” means that portion of a Proponent’s Proposal referred to in Section 8.9 of Appendix 1F and includes the Operations and Maintenance Plan and the Asset Management Plan.</p> <p>...</p> <p>“Construction Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.1 of Appendix 1F.</p> <p>“Construction Staging Plan” means the portion of a Proponent’s Proposal referred to in Section 8.2 of Appendix 1F.</p> <p>...</p> <p>“CP Rail” means Canadian Pacific Limited and its affiliates.</p> <p>...</p> <p>“Drainage Design Report” means the report described in Section 7.2.3 of Appendix 1F.</p> <p>...</p> <p>“Enhanced Service Period” means the period commencing immediately after the expiry of the Original Service Period and ending on, and including, the last day of the Project Term.</p> <p>...</p>	<p>1. Definitions</p> <p>...</p> <p>“Aesthetics and Landscape Design Report” means the portion of a Proponent’s Proposal described in Section 7.2.5 of Proposal Section 3.9 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Asset Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.9 of Proposal Section 5.2 of Package 4 in Appendix 1F.</p> <p>“Asset Management Strategy” means that portion of a Proponent’s Proposal referred to in Section 8.9 of Proposal Section 5 of Package 4 in Appendix 1F and includes the Operations and Maintenance Plan and the Asset Management Plan.</p> <p>...</p> <p>“Construction Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.1 of Proposal Section 4.1 of Package 4 in Appendix 1F.</p> <p>“Construction Staging Plan” means the portion of a Proponent’s Proposal referred to in Section 8.2 of Proposal Section 4.2 of Package 4 in Appendix 1F.</p> <p>“Contract Period” means the term of the Concession Agreement.</p> <p>...</p> <p>“CP Rail” means Canadian Pacific Railway Limited and its affiliates.</p> <p>“CP Rail Agreement” has the meaning given to it in the Concession Agreement.</p> <p>“CP Rail Lands” means the lands owned by CP Rail in the Kicking Horse Canyon area.</p> <p>...</p> <p>“Drainage Design Report” means the report described in Section 7.2.3 of Proposal Section 3.7 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Enhanced Service Period” means the period commencing immediately after the expiry of the Original Service Period and ending on, and including, the last day of the Project Term Contract Period.</p> <p>...</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
			<p>“Environmental Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.4 of Appendix 1F.</p> <p>...</p> <p>“Financial/Commercial Submission” means the portions of a Proponent’s Proposal referred to in Section 4 of Appendix 1F.</p> <p>...</p> <p>“Financing Plan” means the plan described in Section 4.3.1 of Appendix 1F.</p> <p>...</p> <p>“GAAP” has the meaning given to it in the Concession Agreement.</p> <p>“Geotechnical Design Report” means the report referred to in Section 7.2.2 of Appendix 1F.</p> <p>...</p> <p>“NPV” means net present value.</p> <p>...</p> <p>“Operations and Maintenance Plan” means that portion of a Proponent’s Proposal referred to in Section 8.9.1 of Appendix 1F.</p> <p>...</p> <p>“Original Service Period” means the period commencing on the first day of the Project Term and expiring on the Substantial Completion Date.</p> <p>...</p> <p>“Performance Deductions” has the meaning given to it in Appendix 1C.</p> <p>...</p> <p>“Project Management Plan” means that portion of the Technical Submissions referred to in Section 6 of Appendix 1F.</p> <p>...</p>	<p>“Environmental Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.4 of Proposal Section 4.4 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Financial/Commercial Submission” means the portions of a Proponent’s Proposal referred to in Section 4 of Package 3 in Appendix 1F.</p> <p>...</p> <p>“Financing Plan” means the plan described in Section 4.3.1 of Proposal Section 3.1 of Package 3 in Appendix 1F.</p> <p>...</p> <p>“GAAP” has the meaning given to it in the Concession Agreement. means Generally Accepted Accounting Principles.</p> <p>“Geotechnical Design Report” means the report referred to in Section 7.2.2 of Proposal Section 3.6 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“NPV” means net present value. “Net Present Value” or “NPV” means net present value.</p> <p>...</p> <p>“Operations and Maintenance Plan” means that portion of a Proponent’s Proposal referred to in Section 8.9.1 of Proposal Section 5.1 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Original Service Period” means the period commencing on the first day of the Project Term Contract Period and expiring on the Substantial Completion Date.</p> <p>...</p> <p>“Performance & Safety Deductions” has the meaning given to it in Appendix 1C.</p> <p>...</p> <p>“Project Management Plan” means that portion of the Technical Submissions referred to in Section 6 of Proposal Section 1 of Package 4 in Appendix 1F.</p> <p>...</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
			<p>“Project Plans” means that portion of a Proponent’s Proposal referred to in Section 8 of Appendix 1F and includes the Construction Management Plan, the Construction Staging Plan, the Traffic Management Plan, the Environmental Management Plan and the Asset Management Strategy.</p> <p>...</p> <p>“Project Term” means the term of the Concession Agreement.</p> <p>...</p> <p>“Road Design Report” means the portion of a Proponent’s Proposal referred to in Section 7.1.1 of Appendix 1F.</p> <p>“Road Safety Audit” means the road safety audits referred to in Section 7.2.1 of Appendix 1F.</p> <p>...</p> <p>“Structural Design Report” means the portion of a Proponent’s Proposal referred to in Section 7.1.2 of Appendix 1F.</p> <p>...</p> <p>“Technical Reports” means that portion of a Proponent’s Proposal referred to in Section 7.1 of Appendix 1F and includes the Road Design Report, the Structural Design Report and the Tunnel Design Report.</p> <p>“Technical Submissions” means the portion of a Proponent’s Proposal referred to in Section 5 of Appendix 1F.</p> <p>...</p> <p>“Traffic Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.3 of Appendix 1F.</p> <p>...</p> <p>“Tunnel Design Report” means that report referred to in Section 7.1.3 of Appendix 1F.</p> <p>...</p>	<p>“Project Plans” means that portion of a Proponent’s Proposal referred to in Section 8 of Proposal Section 4 of Package 4 in Appendix 1F and includes the Construction Management Plan, the Construction Staging Plan, the Traffic Management Plan, the Environmental Management Plan and also includes the Asset Management Strategy, from Proposal Section 5.</p> <p>...</p> <p>“Project Term” means the term of the Concession Agreement.</p> <p>...</p> <p>“Road Design Report” means the portion of a Proponent’s Proposal referred to in Section 7.1.1 of Proposal Section 3.1 of Package 4 in Appendix 1F.</p> <p>“Road Safety Audit” means the road safety audits referred to in Section 7.2.1 of Proposal Section 3.5 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Structural Design Report” means the portion of a Proponent’s Proposal referred to in Section 7.1.2 of Proposal Section 3.2 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Technical Reports” means that portion of a Proponent’s Proposal referred to in Section 7.1 of Proposal Section 3 of Package 4 in Appendix 1F and includes the Road Design Report, the Structural Design Report and the Tunnel Design Report.</p> <p>“Technical Submissions Submission” means the portion of a Proponent’s Proposal referred to in Section 5 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Traffic Management Plan” means the portion of a Proponent’s Proposal referred to in Section 8.3 of Proposal Section 4.3 of Package 4 in Appendix 1F.</p> <p>...</p> <p>“Tunnel Design Report” means that report referred to in Section 7.1.3 of Proposal Section 3.3 of Package 4 in Appendix 1F.</p> <p>...</p> <p>Capitalized terms not specifically defined in this Volume 3 have the meanings, as the case may be, set out in the RFP, the Concession Agreement or the Standard, Code or Guideline to which they refer.</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.37	1	Appendix 1B Section 1	<p>1. Lead and Supporting Roles</p> <p>...</p> <p>Supporting responsibilities include:</p> <p>...</p> <ul style="list-style-type: none"> attending and participating in public and stakeholder consultation meetings and community relations meetings, as necessary, throughout the Project Term. consideration and application as appropriate of public and stakeholder-input throughout the Project Term and reporting to the public and stakeholders regarding the manner in which public and stakeholder input will be used. <p>...</p>	<p>1. Lead and Supporting Roles</p> <p>...</p> <p>Supporting responsibilities include:</p> <p>...</p> <ul style="list-style-type: none"> attending and participating in public and stakeholder consultation meetings and community relations meetings, as necessary, throughout the Project Term Contract Period. consideration and application as appropriate of public and stakeholder-input throughout the Project Term Contract Period and reporting to the public and stakeholders regarding the manner in which public and stakeholder input will be used. <p>...</p>
RFP-5.38	1	Appendix 1B Section 2	<p>2. Traffic Communications</p> <p>Traffic management remains the responsibility of the Concessionaire throughout the Project Term.</p> <p>...</p>	<p>2. Traffic Communications</p> <p>Traffic management remains the responsibility of the Concessionaire throughout the Project Term Contract Period.</p> <p>...</p>
RFP-5.39	1	Appendix 1B Section 5	<p>5. Media Relations</p> <p>Except as delegated by the Province for matters that may include, but are not limited to, day-to-day media communications concerning traffic closures and delays, the Province is responsible for, and will take the lead role in, media relations throughout the Project Term.</p>	<p>5. Media Relations</p> <p>Except as delegated by the Province for matters that may include, but are not limited to, day-to-day media communications concerning traffic closures and delays, the Province is responsible for, and will take the lead role in, media relations throughout the Project Term Contract Period.</p>
RFP-5.40	1	Appendix 1B Section 6		<p>6. Paid Advertising</p> <p>Notwithstanding the lead and supporting responsibilities described above, for all categories of communication, paid advertising shall be coordinated, implemented and approved by the Province.</p>

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RFP-5.41	1	Appendix 1C Section 1	<p>1. Overview</p> <p>...</p> <p>TABLE 1.1 Total Performance Payment Components</p> <table border="1"> <thead> <tr> <th>Payment Component</th> <th>Frequency of Payment</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td colspan="3">1. Original Service Period Performance Payments</td> </tr> <tr> <td>Pre-Completion Performance Payments</td> <td>Quarterly</td> <td>Up to \$62.5 million of Eligible Costs in total</td> </tr> <tr> <td>Original Service Period Availability & Safety Payments</td> <td>Monthly</td> <td>\$2 million per annum</td> </tr> <tr> <td colspan="3">2. Enhanced Service Period Performance Payments</td> </tr> <tr> <td>Enhanced Service Period Availability & Safety Payments</td> <td>Monthly</td> <td>89-91% of total NPV of Enhanced Service Period Performance Payments over the Project Term</td> </tr> <tr> <td>Traffic Volume Payments</td> <td>Monthly</td> <td>9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Term</td> </tr> <tr> <td colspan="3">3. End of Term Payment</td> </tr> <tr> <td>End of Term Payment</td> <td>Once</td> <td>\$4-6 million</td> </tr> </tbody> </table>	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. Enhanced Service Period Performance Payments			Enhanced Service Period Availability & Safety Payments	Monthly	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	3. End of Term Payment			End of Term Payment	Once	\$4-6 million	<p>1. Overview</p> <p>...</p> <p>TABLE 1.1 Total Performance Payment Components</p> <table border="1"> <thead> <tr> <th>Payment Component</th> <th>Frequency of Payment</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td colspan="3">1. Original Service Period Performance Payments</td> </tr> <tr> <td>Pre-Completion Performance Payments</td> <td>Quarterly Semi-Annually</td> <td>Up to \$62.5 million representing 50% of Eligible Costs in total</td> </tr> <tr> <td>Original Service Period Availability & Safety Payments</td> <td>Monthly</td> <td>\$2 million per annum</td> </tr> <tr> <td colspan="3">2. Enhanced Service Period Performance Payments</td> </tr> <tr> <td>Enhanced Service Period Availability & Safety Payments</td> <td>Monthly</td> <td>89-91% of total NPV of Enhanced Service Period Performance Payments over the Project Term Contract Period</td> </tr> <tr> <td>Traffic Volume Payments</td> <td>Monthly</td> <td>9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Term Contract Period</td> </tr> <tr> <td colspan="3">3. End of Term Payment</td> </tr> <tr> <td>End of Term Payment</td> <td>Once</td> <td>\$4-6 million</td> </tr> </tbody> </table>	Payment Component	Frequency of Payment	Amount	1. Original Service Period Performance Payments			Pre-Completion Performance Payments	Quarterly Semi-Annually	Up to \$62.5 million representing 50% of Eligible Costs in total	Original Service Period Availability & Safety Payments	Monthly	\$2 million per annum	2. Enhanced Service Period Performance Payments			Enhanced Service Period Availability & Safety Payments	Monthly	89-91% of total NPV of Enhanced Service Period Performance Payments over the Project Term Contract Period	Traffic Volume Payments	Monthly	9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Term Contract Period	3. End of Term Payment			End of Term Payment	Once	\$4-6 million
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RFP-5.42	1	Appendix 1C Section 2.2	<p>2.2 Pre-Completion Performance Payment</p> <p>The Pre-Completion Performance Payments will be paid quarterly, in an amount equal to or greater than the Eligible Costs incurred by the Proponent. The aggregate amount of all Pre-Completion Performance Payments will not exceed \$62.5 million in total.</p>	<p>2.2 Pre-Completion Performance Payment</p> <p>The Pre-Completion Performance Payments will be paid quarterly semi-annually, in an amount equal to or greater less than 50% of the Eligible Costs incurred by the Proponent. The aggregate amount of all Pre-Completion Performance Payments will not exceed \$62.5 million in total.</p>																																																						

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RFP-5.43	1	Appendix 1C Section 2.3	<p>2.3 Original Service Period Availability & Safety Payments</p> <p>The Concessionaire will receive Availability & Safety Payments for services provided during the Original Service Period.</p> <p>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. The Original Service Period Availability & Safety Payment and Unavailability Deductions and Traffic Disruption Charges will be indexed at the rate proposed by the Concessionaire in its Proposal.</p> <p>If the Original Service Period Availability & Safety Payment, less Unavailability Deductions and Traffic Disruption Charges, for a year is a negative amount, it will be treated as zero.</p>	<p>2.3 Original Service Period Availability & Safety Payments</p> <p>The Concessionaire will receive Availability & Safety Payments for services provided during the Original Service Period.</p> <p>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, Performance & Safety Deductions and Traffic Disruption Charges for that year. The Original Service Period Availability & Safety Payment and Unavailability Deductions and Traffic Disruption Charges Performance & Safety Deductions will be indexed at the rate proposed by the Concessionaire in its Proposal.</p> <p>If the Original Service Period Availability & Safety Payment, less Unavailability Deductions, Performance & Safety Deductions and Traffic Disruption Charges, for a year is a negative amount, it will be treated as zero.</p>
RFP-5.44	1	Appendix 1C Section 2.3.2	<p>2.3.2 Performance / Safety Deductions</p> <p>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.</p> <p>....</p> <p>The Concessionaire will be required to record events resulting in non-conformance with the performance standards and specifications. An event will be deemed a Non-Conforming Event if the Concessionaire fails to comply with the contractual requirements set out in the Concession Agreement, or if the Concessionaire fails to identify and record such an event that has been identified by the Province.</p> <p>The specific number of Non-Conforming Event Points will be assigned to different types of Non-Conforming Events, depending on the nature (and gravity) of the non-conformance. On any given day, the Concessionaire will be allowed a specified number of Non-Conforming Event Points before any Performance Deduction is applied.</p>	<p>2.3.2 Performance & Safety Deductions</p> <p>The monthly Performance & Safety Deduction Deductions will be determined by the number of Non-Conformance Event Nonconformity Report Points and the Non-Conformance Events Nonconformity Report Points Rate (\$/point) for that year.</p> <p>....</p> <p>The Concessionaire will be required to record events resulting in non-conformance with the performance standards and specifications. An event will be deemed a Non-Conforming Event Nonconformity if the Concessionaire fails to comply with the contractual requirements set out in the Concession Agreement, or if the Concessionaire fails to identify and record such an event that has been identified by the Province.</p> <p>The specific number of Non-Conforming Event Nonconformity Report Points will be assigned to different types of Non-Conforming Events Nonconformity, depending on the nature (and gravity) of the non-conformance. On any given day, the Concessionaire will be allowed a specified number of Non-Conforming Event Nonconformity Report Points before any Performance Deduction is applied.</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.45	1	Appendix 1C Section 2.3.3	<p>2.3.3 Traffic Disruption Charges</p> <p>...</p> <p>Except where specifically permitted, either by these requirements or by prior written permission of the Province, whenever, in the opinion of the Province Representative, the Concessionaire causes or permits, either by action or inaction, a traffic stoppage or any other unauthorized traffic delay on the Highway due to Phase 2 construction, in the form of a lane closure or lane obstruction, the MoT Representative will assess the Concessionaire a Traffic Disruption Charges. The Traffic Disruption Charges will be determined by reference to the time of day and duration of the stoppage or delay and will be subject to a cap for each 24-hour period.</p>	<p>2.3.3 Traffic Disruption Charges</p> <p>...</p> <p>Except where specifically permitted, either by these requirements or by prior written permission of the Province, whenever, in the opinion of the Province Representative, the Concessionaire causes or permits, either by action or inaction, a traffic stoppage or any other unauthorized traffic delay on the Highway due to Phase 2 construction, in the form of a lane closure or lane obstruction, the MoT Province's Representative will assess the Concessionaire a Traffic Disruption Charges. The Traffic Disruption Charges will be determined by reference to the time of day and duration of the stoppage or delay and will be subject to a cap for each 24-hour period.</p>
RFP-5.46	1	Appendix 1C Section 3.1	<p>3.1 Enhanced Service Period Performance Payments</p> <p>...</p> <p>The Enhanced Service Period Performance Payment will be subject to Unavailability Deductions and Performance / Safety Deductions.</p>	<p>3.1 Enhanced Service Period Performance Payments</p> <p>...</p> <p>The Enhanced Service Period Performance Payment will be subject to Unavailability Deductions and Performance ! & Safety Deductions.</p>
RFP-5.47	1	Appendix 1C Section 3.2	<p>3.2 Enhanced Service Period Availability & Safety Payment</p> <p>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 Deductions. It will be indexed at the rate proposed by the Concessionaire in their Proposal.</p> <p>Unavailability and Performance / Safety Deductions will be made on the same basis as for the Original Service Period.</p>	<p>3.2 Enhanced Service Period Availability & Safety Payment</p> <p>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.</p> <p>Unavailability and Performance ! & Safety Deductions will be made on the same basis as for the Original Service Period.</p>
RFP-5.48	1	Appendix 1C Section 3.5	<p>3.5 Payment Retentions</p> <p>The Province may withhold from the Enhanced Service Period Performance Payments the following amounts:</p> <ul style="list-style-type: none"> • a completion retention to provide incentives to the Concessionaire to complete construction in the agreed timeframe; • an asset condition retention is to provide incentives to the Concessionaire to maintain the assets to a pre-agreed standard throughout the Project Term. <p>...</p>	<p>3.5 Payment Retentions</p> <p>The Province may withhold from the Enhanced Service Period Performance Payments the following amounts:</p> <ul style="list-style-type: none"> • a completion retention to provide incentives to the Concessionaire to complete construction in the agreed timeframe; • an asset condition retention is to provide incentives to the Concessionaire to maintain the assets to a pre-agreed standard throughout the Project Term Contract Period. <p>...</p>
RFP-5.49	1	Appendix 1C Section 3.5.2	<p>3.5.2 Asset Condition Retention</p> <p>If, during the Term of the Agreement, the Project Facilities do not comply with the asset condition requirements required by the Concession Agreement, the Province may withhold an asset condition retention. This will be the sum of the cost of carrying out or completing capital works to ensure the Project Facilities will meet or exceed the asset condition requirements multiplied by a retention factor.</p>	<p>3.5.2 Asset Condition Retention</p> <p>If, during the Term of the Agreement Contract Period, the Project Facilities do not comply with the asset condition requirements required by the Concession Agreement, the Province may withhold an asset condition retention. This will be the sum of the cost of carrying out or completing capital works to ensure the Project Facilities will meet or exceed the asset condition requirements multiplied by a retention factor.</p>

Addendum #	RFP Reference		Original Text	Revised Text (deletions are struckout; changes / additions are highlighted)
	Volume #	Section #		
RFP-5.50	1	Appendix 1C Section 5	<p>5. End of Term Payment</p> <p>In addition to the Performance Payments, the Concessionaire will be eligible to receive an amount at the end of Project Term (the "End of Term Payment"). The End of Term Payment will be based on the figure contained in the Concessionaire's Proposal as accepted by the Province. A Remediation Amount (being the amount determined as required to return the asset to the pre-agreed condition) may be deducted from the End of Term Payment.</p>	<p>5. End of Term Payment</p> <p>In addition to the Performance Payments, the Concessionaire will be eligible to receive an amount at the end of Project Term Contract Period (the "End of Term Payment"). The End of Term Payment will be based on the figure contained in the Concessionaire's Proposal as accepted by the Province. A Remediation Amount (being the amount determined as required to return the asset to the pre-agreed condition) may be deducted from the End of Term Payment.</p>
RFP-5.51	1	Appendix 1E Section 5	<p>5. Definitive Concession Agreement</p> <p>We represent and confirm that we are prepared to enter into the Definitive Concession Agreement without amendment.</p>	<p>5. Definitive Concession Agreement</p> <p>We represent and confirm that we are prepared to enter into the Definitive Concession Agreement without material amendment as detailed in Section 4.2 of the RFP.</p>
RFP-5.52	1	Appendix 1F	(Refer to Attachment RFP-5-i)	
RFP-5.53	1	Appendix 1G	(Refer to Attachment RFP-5-ii)	

Attachment RFP-5-i

*Reference: Addendum #RFP-5.52
Appendix 1F*

Original Text

Appendix 1F

Submission Requirement

1. Proposal Submission Requirements

The following delivery, format, and content requirements must be followed for all Proposals in order to facilitate consistency in Proposal evaluation and to facilitate consideration of each Proposal.

1.1 Delivery

Proposals must be delivered by hand or courier to the Closing Location before the Closing Time in accordance with Section 4.2.1 of Volume 1.

If a Proponent chooses to submit more than one Proposal, each Proposal must be self-contained and complete, and must include all of the required information as set out in this Appendix 1F.

Proposals are to be delivered in one or more packages clearly labelled with the "RFP Title", "Contact Person", and "Closing Location" all as shown on the RFP Summary of Key Information.

Each package of the Proposal must be clearly labelled to identify the number of packages comprising the whole Proposal.

The name and mailing address of the Proponent must be clearly shown on the exterior of each Proposal package.

The Proponent is solely responsible for ensuring that all packages forming a part of its Proposal are securely sealed, clearly labelled to identify the number of parcels or boxes comprising the whole Proposal, the DBFO Project name, the contents of each package, and the Proponent.

One (1) original copy and five (5) identical copies of the Commercial/Financial Submission must be submitted. One (1) original copy (without punchholes) and five (5) identical copies of the Technical Submission must be submitted.

Each of the five (5) complete and identical copies of the Technical Submission must be loose-leaf or in 3-ring binder(s) each marked "Copy x of 5".

Text and tables must be on single sided 8.5" x 11" paper. Where practical, text should be 1.5 spaced and not smaller than 11-point typeface. Drawings submitted with the Technical Submission should be in format no larger than 11" x 17" paper.

Twenty (20) complete copies of the Technical Submission and five (5) complete copies of the Commercial/Financial Submission must also be submitted on CD, DVD or USB

Memory Stick in Adobe PDF format arranged in a directory structure that mirrors the hard copy submission. Each CD or DVD shall be marked "Copy x of 20" in respect of the Technical Submission or "Copy x of 5" in respect of the Commercial/Financial Submission.

1.2 Proposal Content

Note: Information provided by the Province on any specimen form required to be submitted as part of a Proposal must not be altered, qualified, or contradicted in any way by the Proponent either on the face of the submitted form or in any other part of their Proposal.

Each complete Proposal must include the following component packages, each as described in this Appendix 1F:

Package 1: Transmittal Package

Package 2: General and Proponent Team Information

Package 3: Financial/Commercial Submission

Package 4: Technical Submission

2. Transmittal Package Requirements

The Transmittal Package must be a separate, sealed envelope, clearly marked "Transmittal Package", identifying the Proponent's name and the DBFO Project name, and containing one (1) Proposal Form and the required Security Deposit as provided in the Proposal Competition Agreement.

The Proposal Form must be a properly executed original that is fully compliant in form and content with the specimen Proposal Form provided in Appendix 1E.

3. General and Proponent Team Information

3.1 Details of the Proponent

The Proponent must provide its full details, including:

- a) full legal name;
- b) registered office, telephone number, e-mail addresses and fax number;
- c) full incorporation details including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is able to do business in British Columbia. If the Proponent is an unincorporated legal entity, please provide full details and proof of the existence of the legal entity;

- d) details of shareholdings and shareholders' agreements including names of Equity members; if the Proponent does not have an equity structure, provide details of the ownership structure and any relevant agreements;
- e) details of the equity, debt, or ownership structure of the Proponent back to its ultimate parent(s), including full details of any parent company guarantees or other forms of support for the Proponent with respect to the DBFO Project and consistent with the Proponent's Submission;
- f) details of any changes anticipated in equity, debt, or ownership structure prior to Financial Close;
- g) list of directors and senior officers;
- h) organizational description indicating key members of management, proposed staffing levels and reporting relationships;
- i) names, addresses and e-mail addresses of legal, technical, financial and all other relevant advisors;
- j) latest annual audited financial statements together with any interim audited or unaudited management reports of Equity Members and any other entity providing a guarantee or other support for the Proponent. If any required financial statement or information is not available, please provide a statement to that effect and provide any other document or information (e.g. financial statements prepared or reviewed by an independent public accountant) that would provide independent verification that every Proponent Team Member has the financial resources necessary to carry out its role in the DBFO Project;
- k) details of any changes to credit ratings or bank reference details since submission of the RFQ; and
- l) certified copy of board resolution(s) from the Proponent and its Equity Members approving Proposal(s).

3.2 Details of Prime Members

The Proponent must provide full details of Prime Members, as set out below and including a summary of all changes since the Proponent's Submission, including changes to identity, equity holdings, or relationship to the Proponent or changes to the Prime Members:

- a) full legal name;
- b) registered office, telephone number, e-mail addresses and fax number;
- c) full incorporation details including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is able to do business in British Columbia. If the Prime Member is an

- unincorporated legal entity, please provide full details and proof of the existence of the legal entity;
- d) details of shareholdings; if the Prime Member does not have an equity structure, provide details of the ownership structure and any relevant agreements;
 - e) list of directors and senior officers;
 - f) organizational description indicating key members of management, proposed staffing levels and reporting relationships;
 - g) names, addresses and e-mail addresses of legal, technical, financial and all other relevant advisors;
 - h) latest annual audited financial statements together with any interim audited or unaudited management reports of the Prime Members and any other entity providing a guarantee or other support for any Prime Member. If any required financial statement or information is not available, please provide a statement to that effect and provide any other document or information (e.g. financial statements prepared or reviewed by an independent public accountant) that would provide independent verification that each Prime Member has the financial resources necessary to carry out its role in the DBFO Project; and
 - i) details of any changes to credit ratings or bank reference details since submission of the RFQ.

3.3 Details of Proponent Team Members

The Proponent must provide full details of the Proponent Team Members, as set out below and including a summary of all changes since the Proponent's Submission, including changes to identity, equity holdings, or relationship to the Proponent or changes to the Proponent Team Members:

- a) full legal name;
- b) registered office, telephone number, e-mail addresses and fax number;
- c) full incorporation details including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is able to do business in British Columbia. If the Proponent Team Member is an unincorporated legal entity, please provide full details and proof of the existence of the legal entity; and
- d) list of directors and senior officers.

3.4 Details of the Contractual Structure and Relationships between the Proponent, its Proponent Team Members, and Prime Members

The Proponent must provide full details of the proposed organizational structure for design, construction operations and maintenance of the DBFO Project, including:

- a) an overall Project organizational chart identifying key responsibilities including the Key Individuals and reporting relationships for each of the Original Service Period and the Enhanced Service Period;
- b) the nature of the contractual relationship(s) to be entered into between the Proponent and any contractors who will be undertaking any part of the design or construction elements of the DBFO Project, including the nature of any sub-contracting arrangements including, in particular, details of the risk allocation between the parties; and
- c) the nature of the contractual relationship(s) to be entered into between the Proponent and the operation and maintenance service contractor(s), including the nature of any sub-contracting arrangements including, in particular, details of the risk allocation between the parties.

3.5 Additional Information

The Proponent must provide the following information to confirm, complement or update the information provided by the Proponent at the RFQ stage:

- a) identity, contact information and résumés of Key Individuals;
- b) the availability of the Key Individuals;
- c) the roles of the Proponent Team Members and tasks they will perform; and
- d) other details of the management structure of the Proponent.

Proponents must include in this package of their Proposal a copy of the communications plan provided as part of the Technical Submissions package.

4. Commercial/Financial Submissions Requirements

Package 3 must be submitted in three separate Parts as listed below:

- a) Part 1: Legal and Commercial
- b) Part 2: Price Proposal
- c) Part 3: Financial Plan

4.1 LEGAL AND COMMERCIAL

Part 1 of Package 3 of the Proposal must include a statement that the Proponent is prepared to accept the Definitive Concession Agreement without amendment as required in Volume 1 of the RFP.

4.2 PRICE PROPOSAL

Part 2 of Package 3 of the Financial/Commercial Submission must include full details of the Proponent's costings and price proposal.

4.2.1 Introduction

The payment stream to the Concessionaire is dependent on the Payment Mechanism. Proponents must submit a price proposal with their Proposal consistent with the format provided in the Payment Mechanism.

The following table sets out the indicative range for each component of the Payment Mechanism. Proponents must submit a price proposal which conforms to this table. Proposals will be tested for compliance with the indicative range by calculating the NPV of the Enhanced Service Period Performance Payments as of Financial Close, using a discount rate equal to the Project weighted average cost of capital. The Proponents will be asked to demonstrate that their price proposals is consistent with the table below.

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. Enhanced Service Period Performance Payments		
Enhanced Service Period Availability & Safety Payments	Monthly	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
3. End of Term Payment		
End of Term Payment	Once	\$4-6 million

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.

The indexation factor proposed by Proponents in the table below will be applied to both payments and deductions for that contract year, in accordance with Schedule 10 of the Concession Agreement.

Original Service Period Performance Payment		
Availability & Safety Payments	Period within the Original Service Period	Payment to escalate by proportion of inflation (Acceptable Range 0-20%)
	Year 1	[●] % of inflation
	Year 2	[●] % of inflation
	Year 3	[●] % of inflation
	Year 4	[●] % of inflation
	Year 5 or above	[●] % of inflation

Enhanced Service Period 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	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 7	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 8	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 9	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 10	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 11	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 12	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 13	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 14	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 15	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 16	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 17	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 18	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 19	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 20	$[\bullet]$ per month	$[\bullet\%]$ of inflation
	Year 21 and onwards	$[\bullet]$ per month	$[\bullet\%]$ of inflation
Traffic Volume Payments	Year One Traffic Forecast	$[\bullet]$ PVE	
	Year 1		
	Band no. 1 (least PVE)	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 2	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 3	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 4	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 5 (most PVE)	0.00 /PVE	n/a

	Year 2		
	Band no. 1 (least PVE)	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 2	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 3	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 4	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 5 (most PVE)	0.00 /PVE	n/a
	Year 3		
	Band no. 1 (least PVE)	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 2	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 3	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 4	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 5 (most PVE)	0.00 /PVE	n/a
	Year 4		
	Band no. 1 (least PVE)	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 2	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 3	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 4	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 5 (most PVE)	0.00 /PVE	n/a
	Year 5		
	Band no. 1 (least PVE)	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 2	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 3	$[\bullet]$ /PVE	$[\bullet\%]$ of inflation
	Band no. 4	$[\bullet]$ /PVE	$[\bullet\%]$ 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
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		
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	\$[●]/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 13		
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 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		
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		
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 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

End of Term Payment	Gross End of Term Payment	<i>\$(●) on the Expiry Date</i>	Acceptable Range \$4-6 million
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4.2.3 Assumptions Underlying the Price Proposal

Proponents must provide the following information regarding assumptions:

- 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.
- c) Availability & Safety Payments:
 - (i) describe the rationale for the proposed gross availability payment for each year;
 - (ii) if the gross availability and safety payment bid differs in each year, provide a rationale;
 - (iii) the availability and safety 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.
- d) End of Term Payment: Describe the rationale for the assumptions used to derive the Proponent’s End of Term Payment.

4.2.4 Details of Capital Costs

The Proponent must provide the details of capital costs during the Original Service Period in money of the day dollars on at least a monthly basis. The Proponent must use the following table to show their capital cost breakdown.

Item	Cost
1. General Mobilization Demobilization Utility Relocations Traffic Detours and Road Traffic Control CP Rail Interface Costs Environmental	

Item	Cost
2. Design & Approvals Site Survey Geotechnical Investigations Highway Design Bridge Design Wall Design Tunnel Design All Other Design Work Approvals Design Folders and Record Drawings	
3. Highway Construction Clearing and Grubbing Grading and Drainage Granular Layers New and Rehabilitated Asphalt Pavements	
4. Bridge Structures Excavation and drainage Backfill Foundations Substructure Superstructure	
5. Retaining Walls Excavation and Drainage Backfill Foundations Walls	
6. Tunnels Excavation Portals Lining, Waterproofing and Drainage Ventilation, Safety and Emergency Systems Power and Lighting	
7. Construction Engineering Construction Management Quality Management General Engineering During Construction	
8. Finishing Works Barriers and Finishing Work Traffic and Guide Signs Highway Lighting Final Line Painting Landscaping	

Item	Cost
<p>9. Demolition and Removals The Concessionaire should only list the capital costs of demolition of the existing Park Bridge structure and removal of existing pavement only to the extent where its design and construction of the New Highway make it necessary to do so. Capital costs should include only those portions of demolition and removal required.</p> <p style="padding-left: 40px;">Removal of Existing Pavement Demolition of Existing Park Bridge Structure All other removals</p>	
<p>10. Provisional Items To be determined</p>	
TOTAL	

4.2.5 Details of Operations, Maintenance and Rehabilitation Costs

The Proponent must provide details of all expenses during the Enhanced Service Period in money of the day dollars on an annual basis, detailed as follows:

- a) staff wages
- b) staff benefits
- c) materials & consumables
- d) utilities
- e) plant & equipment
- f) insurance
- g) bonding costs
- h) administrative costs
- i) professional & legal fees
- j) taxes

The Proponent must also provide details of all rehabilitation and capital maintenance costs during the Enhanced Service Period, indicating the anticipated timing of this expenditure consistent with the maintenance plan submitted in the Technical Proposal.

4.3 FINANCIAL PLAN

Part 3 of Package 3 of the Proposal must include the following information.

4.3.1 Financing Plan

Proponents must show that they have planned sufficient financing for the DBFO Project for the Project Term, including all design and construction, operation, maintenance and rehabilitation funding, showing the timing of required funds for requirements such as maintenance, repair and required replacement. Proponents must set out:

- a) the sources of finance they intend to employ (the “**Financing Plan**”); and
- b) the level of commitment of the financing, as described below.

The Financing Plan must include full details of the financial structure and instruments proposed. The sources of financing must match the use of funds throughout the Original Service Period and Enhanced Service Period. The Financing Plan must include:

- c) a description of all sources of financing;
- d) a description of any and all insurance or bonding required to support the Financing Plan;
- e) the terms of any supporting guarantee(s) and details of how the Proponent will satisfy those terms;
- f) a description of the Proponent’s likely hedging strategy and requirements;
- g) evidence, in the form of detailed term sheets or commitment letters, which have received formal credit approval, from providers of financing, of their commitment to provide the level of financing required;
- h) an indicative credit rating from one or more credit reference agencies, if the Financing Plan is dependent upon such a rating together with a timetable to achieve final ratings;
- i) a letter from the Funders together with a confirming letter from such Funders’ legal counsel confirming that the Funders and their legal counsel have no additional comments on the Definitive Concession Agreement; and
- j) confirmation from the providers of financing that they have reviewed and are satisfied with the Financial Model subject to final audit by the Funders.

4.3.2 Terms of Financing

The terms of each source of financing identified in the Financing Plan must be set out.

- a) With respect to funding provided by the Proponent's Team members, the following must be provided:
 - (i) identity and credit status of each Funder;
 - (ii) amounts to be provided by each Funder;
 - (iii) the timing of injection;
 - (iv) the terms and conditions of subscription, including returns or yields;
 - (v) dividend rights;
 - (vi) voting rights; and
 - (vii) the conditions if any on which funds would be committed.
- b) With respect to each class of debt or other funding source (including leases), for each of arranger or underwriter, the following information is required in the form of a detailed term sheet or commitment letter:
 - (i) the identity of the lender, arranger or underwriter;
 - (ii) the amount of financing proposed or committed;
 - (iii) the drawdown schedule;
 - (iv) details of grace periods, including duration and contingency;
 - (v) repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses);
 - (vi) security, bonding or guarantee requirements (from either parents or third parties);
 - (vii) arrangement/underwriting, commitment, agency and all other must fees;
 - (viii) interest rates and margins including any step up/down mechanism;
 - (ix) material covenants, undertakings and other restrictions/requirements;
 - (x) requirements for reserve accounts;
 - (xi) events of default and other similar arrangements;

- (xii) step-in arrangements;
- (xiii) conditions precedent;
- (xiv) due diligence requirements; and
- (xv) any other restrictions, requirements or conditions that materially impact the Proponents' ability to raise financing or draw down on committed financing after Financial Close.

4.3.3 Financial Robustness

Proponents must provide a description of their financial robustness, including, but not limited to, details of how key risks are managed (e.g., interest rate, inflation, traffic, O,M&R Services and construction).

4.3.4 Risk Capital Financial Commitment

The level of commitment that the Province expects at submission of Proposals is that all sponsor equity and quasi equity, bonding and guarantees (collectively, "**Risk Capital**") must be fully committed subject only to documentation and Material Adverse Change.

This commitment must be evidenced by board resolutions related to the terms set out. If equity or quasi equity is to be provided by third parties, similar commitment is required from an underwriter for the full amount.

4.3.5 Sub-Contracting Strategy

To the extent that risk is to be managed or mitigated through subcontracting the Concessionaire's responsibilities to Proponent Team Members or others, additional financial measures will be required from those subcontractors to provide assurances to the Province that sufficient funding is available to manage reasonable downside risk. This is particularly important during the Original Service Period in relation to the supply of civil construction services, equipment supply and integration services but may also apply during the Enhanced Service Period. Proponents must set out their subcontracting strategy for the DBFO Project that includes the structure of any subcontracting arrangements and summary details of the mechanisms and/or standby that would be put in place to give comfort to the Province and lenders.

4.3.6 Financial Model

Proponents must submit a financial model (the "**Financial Model**") in both electronic and hard copy. The Financial Model will be supported by:

- a) an assumptions book, detailing all model inputs; and
- b) an instruction manual to assist the Province to change inputs and run sensitivities.

4.3.7 Structure of the Financial Model

The Financial Model must be consistent with the assumptions and be structured as follows:

- a) it must be well-constructed and professional in appearance;
- b) it must be produced in Microsoft Excel version 2000 or later;
- c) it must extend for the Project Term ;
- d) it must be presented in thousands of Canadian dollars;
- e) no sheets or cells must be hidden or password protected;
- f) calculations must flow down and to the right;
- g) calculations must be sufficiently disaggregated so that they can be followed logically on screen (without examining the content of cells) or on paper;
- h) a limited number of nested “if” statements must be used;
- i) cells containing hard-coded entry must be coloured blue;
- j) financial statements must not include formula other than mathematical signs;
- k) all sheets must be set up to printed clearly and legibly on 8.5 X 11” paper to include row and column descriptions on each printed page;
- l) if a calculation is circular, circularities must be solved;
- m) the Financial Model start date must be Financial Close;
- n) the Financial Model must be structured in quarterly periods (or more frequently) during construction and semi-annual periods (or more frequently) thereafter;
- o) Financial Close must be assumed to be November 30, 2005; and
- p) all financial instruments must be priced as at the close of the business day May 15, 2005.

4.3.8 Required Inputs and Outputs of Financial Model

The Financial Model must, at a minimum, have the following input and output sheets:

- a) Inputs
 - (i) time-based assumptions (those that change over time);

- (ii) static assumptions (those that do not change over time);
 - (iii) capital, operating, maintenance and rehabilitation costs assumptions;
 - (iv) taxation assumptions;
 - (v) Payment Mechanism assumptions; and
 - (vi) a scenario control section.
- b) Outputs
- (i) summary outputs;
 - (ii) sources and uses of funding;
 - (iii) financial statements (income statement, cash flow statement and balance sheet) presented in accordance with Canadian private sector GAAP;
 - (iv) a cash flow statement that reflects the priority of access to cash flow based on the investor covenants and requirements set out in the Financing Plan;
 - (v) calculation and results of covenants; and
 - (vi) financial ratios as required by equity and debt investors as appropriate to the capital structure set out in the Financing Plan.

4.3.9 Required Functionality of Financial Model

The Financial Model must allow sensitivities to be run in the following areas:

- a) changes to inflation rates in all areas up to Financial Close;
- b) changes to inflation rates post Financial Close separated between areas where the Province is taking inflation risk and Concessionaire is taking inflation risk;
- c) changes to interest rates;
- d) changes to capital, operating, maintenance and rehabilitation costs;
- e) delays in completion;
- f) Payment Mechanisms;
- g) relative weight of debt and equity; and
- h) traffic volume.

4.3.10 Assumptions Book for Financial Model

The assumptions book for the Financial Model must provide sufficient detail for a duplicate Financial Model to be constructed from it. It must cover the following areas:

- a) a summary of the Financing Plan;
- b) capital, operating, maintenance and rehabilitation costing schedules;
- c) macro-economic assumptions;
- d) taxation assumptions;
- e) depreciation rates and other accounting policies; and
- f) all other assumptions required to construct the Financial Model.

The assumptions book must reconcile with the Financial Model. If the assumptions detailed in the assumptions book are not consistent with the assumptions in the Financial Model, the Province may require the Proponent to change the Financial Model to reflect the assumptions book.

4.3.11 Instruction Manual for Financial Model

The instruction manual must explain the functionality of the Financial Model and how it is structured. It must provide sufficient details to allow the Province to change inputs and run sensitivities in the areas mentioned above.

4.3.12 Insurance

Having regard for the mandatory minimum insurance coverage outlined in the Definitive Concession Agreement, Proponents are invited to provide a Proposal on the insurance that would be most advantageous to both the Concessionaire and the Province during the DBFO Project, with particular regard for:

- a) cost of such facilities;
- b) availability of such security facilities, including the risk that some or all will become unavailable; the party best able to obtain such security facilities (the Province, Concessionaire, or Prime Member);
- c) the recommended terms of such security facilities including the amount; the term when it will be available; amount of deductibles and the party responsible for deductibles; related risks during the Project Term; and
- d) the Proponent's capacity to provide the insurance arrangements described must be demonstrated by appropriate letters from the relevant insurance brokers, surety companies or providers of letters of credit.

5. Technical Submission

5.1 Introduction

Technical Submissions must include the following documents:

- Project Management Plan;
- Technical Reports; and
- Project Plans.

The Technical Submissions must be submitted in the form described in the following sections and must materially conform to all of the design criteria and performance specifications set out in Volume 3 of this RFP and must identify and fully justify any proposed exceptions. The Technical Submissions should not exceed 200 pages exclusive of drawings. All content beyond the first 200 pages will not be considered in the evaluation of the Technical Submissions.

The purpose of the Technical Submission is to provide the Province with sufficient information regarding the following:

- the Proponent's intended approach to the management, scheduling, design, construction and environmental permitting of the Works described for Phase 2;
- verify that the Proponent has a reasonable understanding of all aspects of the DBFO Project and all Works obligations;
- establish a reasonable level of confidence in the Province that the project management, quality management, design, and construction activities for Phase 2 as described by the Proponent in their Technical Submission will provide a finished product consistent with all Provincial requirements regarding quality, safety, functionality, durability, and timeliness; and
- establish a reasonable level of confidence in the Province that the operation, maintenance and rehabilitation of the Highway will for the duration of the Concession Agreement be consistent with traditional levels of performance.

5.2 Technical Format Requirements

The Technical Submissions shall be formatted in accordance with the following criteria:

- text in 8.5" x 11" format with 1.5 line spacing and 11-point typeface;
- tables in 8.5" x 11" format or where more appropriate 11" x 17" format with minimum 10-point typeface;
- drawings in 11" x 17" format at exactly half the scale of the drawing requirements described below.

In addition the following drawings shall also be provided with digital copies provided on the CD or DVD:

- ten (10) plan / profile drawing at 1:2000 / 1:200 scale with a photomosaic background showing the scope and form of Phase 2 of the Highway;
- one (1) set of full size drawings in (A1) format on reproducible mylar; and
- five (5) bound sets of design cross sections in 11" x 17" format in the format described below.

To facilitate evaluation by the Province, each required section of the Technical Submission (e.g. Road Design Report, Structural Design Report, etc.) must be a stand-alone document that follows the information format and sequence indicated and, as well, includes all the stipulated requirements.

6. Project Management Plans

The Project Management Plan shall address all Works required to satisfy the Concessionaire's responsibilities for the DBFO Project. The Project Management Plan will include, but not be limited to the following requirements.

6.1 Organization Structure

The Proponent shall provide organization charts identifying the Proponent's corporate team members and relationships and Key Individuals, by name for each phase and supporting documentation describing the proposed organization structure(s) for the duration of the DBFO Project.

The organization chart(s) and any appropriate supporting documentation will provide:

- proposed interfaces with the Province; and
- reporting relationships for the following listed functions:
 - project management;
 - quality management;
 - safety management;
 - avalanche and weather program management;
 - bridge/structural design;
 - tunnel design;
 - roadway design;
 - avalanche mitigation and design;

- geotechnical design;
- pavement design;
- utility design;
- electrical design;
- traffic engineering;
- traffic management;
- construction management;
- bridge/structural construction;
- tunnel construction;
- construction safety;
- environmental management;
- existing bridge decommissioning;
- operation, maintenance and rehabilitation;
- risk management;
- asset management.

The organization chart(s) will identify the individuals directly responsible for signing-off on each of the above functions.

The Proponent must identify the Works to be performed by the Proponent's own resources, and Works that will be performed by subcontractors.

6.2 Scheduling and Reporting

The Proponent must provide a description of the Proponent's scheduling and reporting systems and how they are integrated into the Project Management Plan.

The Proponent's shall submit a time-scaled critical path schedule prepared using "Microsoft Project 2000" or "Primavera SureTrak" software and shall depict the design and construction phase from project commencement to site remediation and demobilization in gantt chart and network diagram format. The schedule shall also identify the critical path for both design and construction and shall include all of the major elements of design and construction, key milestones and the logical interdependencies between the tasks and milestones.

The design and construction schedule must include milestones, anticipated start dates and anticipated completion dates for all major tasks including the following:

- environmental permitting and approval process;
- preliminary design;
- major material and subcontract procurement tasks;
- final design, including required submissions;
- construction mobilization and permitting;
- construction of temporary or offsite facilities;
- all significant off-site construction tasks;
- all significant on-site construction tasks;
- temporary Kicking Horse River restrictions (e.g. works inside the wetted perimeter);
- temporary CP Rail restrictions;
- activation of the Phase 2 segment of the Highway;
- existing bridge decommissioning;
- site remediation and demobilization;
- Substantial Completion; and
- Final Completion.

The schedule shall form the basis of the Construction Schedule for the Concession Agreement.

6.3 Co-ordination of Work

The Proponent shall provide information on co-ordination of its work activities and how it will integrate its work activities with the Phase 1 contractor or other contractors that may be working in the area.

7. Quality Management and Reporting

The Technical Submission must include a written description of how the Proponent will develop a Quality Management System describing the Proponent's compliance with all of the RFP requirements and approach to quality during the design, construction, operation, maintenance and rehabilitation of the DBFO Project assets. The Proposal must include a commitment to:

- (a) compliance with ISO 9001:2000 for the design and construction component of the Quality Management System;
- (b) an ISO 9001:2000 certified Quality Management System for the operations, maintenance and rehabilitation component of the QMS;
- (c) manage and operate in conformance with the terms of that system;
- (d) provide written response to the MOT audits of the performance of the Concessionaire in terms of its Quality Management System and the requirements; and
- (e) prioritize and act on quality issues in a timely manner.

The minimum requirements for quality management and reporting are to provide an outline of the quality management plan for the DBFO Project demonstrating that the Proponent has the ability to develop and implement a Quality Management System in accordance with the requirements of ISO 9001:2000 International Standard for Quality Management Systems. The QMS shall be consistent with the Concessionaire accepting total responsibility for all quality assurance and quality control activities necessary to manage their processes including design, construction, operation and maintenance and those of their subcontractors and suppliers.

At a minimum, quality management plan must include:

- (a) an outline description of the quality process that the Proponent will put in place to ensure the delivery of quality infrastructure. This includes practices, resources or particular sequences of activities it will use in its engineering, design, construction, operation and maintenance activities;
- (b) a description of both the quality control and quality assurance procedures the Proponent will implement;
- (c) a description of quality control and quality assurance procedures that will address all testing, inspection and monitoring required to ensure the end products and services will meet the requirements;
- (d) the process that the Proponent will follow for developing and implementing the QMS with deliverables defined at each stage for documentation, implementation and compliance audit and certification; and
- (e) reporting relationships with reference to the organization chart and identifying by name the quality managers, including those for the Project design process, construction process, and operations and maintenance and rehabilitation process. Resumes of all key personnel must be provided but will not be counted against the 200 page limit.

In addition to the above, the Proponent shall submit specific examples of how the Quality Control and Quality Assurance requirements presently contained in the material, work methodology and end product sections of the MOT's *Standard Specifications for*

Highway Construction, 2004 Edition, are integrated into their own inspection and testing planning process.

The purpose of these examples is to demonstrate that the Proponent has a clear understanding of the transfer of responsibility for the quality assurance functions that were previously performed by or on behalf of the Province.

7.1 Technical Reports

The following Technical Reports must be submitted as part of the Technical Submission. All technical reports must conform to the requirements of the design criteria and performance specifications provided in Volume 3 of this RFP.

Each report must clearly and completely describe the Proponent's design and where applicable must provide adequate information describing how the design meets or exceeds the requirements set out in the RFP.

7.1.1 Road Design Report

The Proponent must provide a Road Design Report reflecting the requirements of the scope of work, design criteria and performance specifications and other technical and physical requirements as described in this RFP.

At a minimum, the Road Design Report must provide the following:

- A brief description of the proposed design including supporting attributes and issues;
- A summary description with adequate detail to depict proposed construction staging for all major components including:
 - roads;
 - structures;
 - drainage and environmental issues;
 - rock fall and avalanche catchment;
 - utility conflicts and relocation proposals;
 - access; and
 - traffic detours, relocations, laning restrictions.
- Design criteria tables for each affected roadway. The tables will show "standard" and "achieved" design criteria values. Document and justify any proposed deviations from the design criteria as stated in Volume 3 of this RFP;
- Description of road safety elements of the design as they relate to traffic operations.

The minimum requirements for drawings to accompany the Road Design Report are as follows and shall be in general conformance with *Section 1200 of the BC Supplement to TAC Geometric Design Guide 2001 Edition* and as described in the following lists:

- laning and geometric drawings in accordance with the following:
- scale 1:1000 (provide larger scale drawings where more detail and clarity required to understand proposed design);
- show geometric elements on each control line. Radii and spiral lengths must be shown on the drawing. Other geometric details may be provided using computer printouts. All control lines must be stationed;
- paint markings;
- location and limits of all structures including retaining walls;
- location and messaging for all guide signs;
- location of any ITS if proposed;
- location and limits of concrete roadside barrier and curb and gutter;
- basic dimensioning of lanes and other elements;
- toes and tops of all slopes;
- major drainage elements including:
 - pipes and culverts complete with diameter;
 - location of catch basins;
 - location of oil and silt chambers;
 - ditches and direction of flow; and
- Location and form of all environmental works (provide supplementary drawings of required);
- Location and type of all avalanche control structures and catchment areas;
- major utilities including but not necessarily limited to power and telephone poles and all underground utilities;
- Existing and proposed property lines and additional lands required. The Preferred Proponent will be required to sign and submit property acquisition plans produced in accordance with MOT standards within two weeks of being notified that it is the Preferred Proponent;

- Profiles of all main roads and ramps that illustrate:
 - scale 1:2000 H/1:200 V;
 - proposed profile along geometric control line;
 - existing ground line;
 - vertical geometry including vertical curves, curve points and grades;
 - culverts, major utilities and bridges;
 - intersecting roads; and
 - stationing along control lines.
- Typical sections showing:
 - scaled for appropriate viewing;
 - each roadway type and condition;
 - pavement structure;
 - width of functional elements including ditches; and
 - back slopes and fore slopes.
- Design cross sections at 20m intervals for the entire extent of Phase 2 extending at least 20m beyond toes and tops of slopes. Design cross sections shall be presented in 11" x 17" using PDF file type format at a 1:1000 H/ 1:1000 V scale to fit on the sheets. Design cross sections shall show:
 - proposed property lines;
 - rock and soil horizons;
 - pavement structure;
 - ditching and culverts;
 - structures; and
 - utilities.
- Construction staging plan showing:
 - scale 1:1000;
 - each major stage of the construction.

7.1.2 Structural Design Report

The Structural Design Plan must conform to the scope of work and design criteria and performance specifications set out in Volume 3 of this RFP for bridge structures and retaining wall.

The minimum requirements for drawings to accompany the Structural Design Report are as follows:

General arrangement drawings of all bridge structures proposed for Phase 2, generally in accordance with the requirements of the *BC MOT Manual of Bridge Standards and Procedures* showing:

- a scale of 1:500;
- plan;
- elevation;
- typical cross sections;
- erection concept plan;
- construction staging general arrangement showing the location of temporary concrete barrier(s), detour lane(s) and work area(s), if required. Identified construction staging is to be in conformance with the proposed construction staging plan;
- horizontal and vertical geometry, type of structure, structure depth, vertical clearance, span arrangement, total length, lane arrangement, etc.;
- hydrotechnical information, including design discharge, high water elevation and required freeboard;
- aesthetic considerations including surface finishes;
- deck joint type;
- bearing type;
- typical parapet and railing details including transitions between the bridge railings and the approach road railings;
- surface treatment of areas under the structures;
- foundation details; and
- approach fill details;

For each retaining wall structure showing:

- at a scale of 1:500;
- elevation;
- typical cross sections;
- typical details;
- type of structure;
- typical joint details;
- foundations, drainage and backfill;
- aesthetic considerations including surface finishes; and
- any other relevant details.

The minimum requirements for the contents of the Structural Design Report are as follows:

- description of the strategies to address issues of safety and operation prevalent in mountainous terrain due to curvilinear alignments, steep grades, unpredictable surface conditions and any other relevant details (cross referenced to the Road Design Report and the Road Safety Audit);
- description of the proposed construction strategy including detours, accessibility requirements and strategy for shipment and erection of structural components;
- description of maintenance issues;
- description of the protection systems required for the protection of new structures from the effects of de-icing salts;
- description of the design approach used for all new structures;
- a description of the type of soil, preliminary recommendation as to type of foundation, (spread and/or piled footings) and respective elevations, factored bearing capacities. Stability conditions for approach fills and any other recommendations specific to the structure(s) being recommended for Phase 2;
- a plan identifying environmental issues and a description of methodology to resolve these issues;
- CP Rail issues to be dealt with;
- identification of utilities attached to or in conflict with the structure;

- description of bridge and construction staging to complement the general arrangement drawings and the Proposed Construction Staging Plan;
- approach to be used in the design of retaining walls, if any, including:
 - groundwater and hydraulic issues;
 - aesthetics considerations;
 - geotechnical data and considerations; and
 - seismic design considerations.

7.1.3 Tunnel Design Report

The Tunnel Design Report shall provide, at a minimum, the following:

- A description of the tunnelling methods and issues including:
 - sources of geological and geotechnical information;
 - geological and hydrogeological setting;
 - ground characterization for all relevant work components that may be influenced by geological, geotechnical and hydrogeological conditions including roadways, retaining structures, bridge foundations, natural slopes, excavated cuts, and tunnels;
 - design and construction issues including excavation geometry, stability, support requirements, groundwater inflows and control;
 - disposal of materials including tunnel spoil;
 - instrumentation;
 - groundwater conditions;
 - preliminary proposal for tunnel support; and
 - issues and proposed approach to resolution.
- General arrangement drawings to a level of detail sufficient to clearly show the intent of the design of all tunnel structures proposed for Phase 2 including: plan, profile and cross section drawings showing:
 - at a scale of 1:500;
 - dimensions, chainages and elevations;
 - tunnel support arrangements and schematic arrangement;

- final lining arrangements;
- portal excavation geometry and stabilization measures;
- drainage schematic arrangement;
- emergency cross-passage location(s) and details;
- lighting;
- fire and life safety arrangements; and
- power arrangements.

7.1.4 Railway Impact Assessment Report

The Proponent shall prepare a railway impact assessment report to assess design, construction and operational impacts of Phase 2 on CP Rail facilities and operations. The report shall identify and assess:

- Rail-related impacts associated with the design of Phase 2 improvements in accordance with the design criteria and performance specifications provided in Volume 3 of this RFP;
- Rail-related impacts associated with the construction of Phase 2 improvements and any related decommissioning work; and
- Rail corridor and railway operation impacts associated with Phase 2 improvements.

Issues included, but are not necessarily limited to: access to railway property; public access; track protection during construction; surface drainage and groundwater changes; construction impacts on slope/soils and rock stability; utility and rod crossing impacts.

The Proponent shall provide, in this report, a letter from CP Rail accepting the design, construction and rail corridor impacts as stated in the report.

7.2 Safety Management Reports

7.2.1 Road Safety Audit

The Proponent must commit to completing a Road Safety Audit at the following stages:

- at the preliminary design offered as part of this Technical Submission for this RFP;
- at the 50% detailed design completion (after award);
- at the 100% detailed design completion (after award);

- as part of any design changes during construction; and
- at the completion of construction for Phase 2 (Pre-opening stage).

The preliminary design safety audit report to be submitted by the Proponent as part of its Proposal must focus on the fundamental principles of the design, shall be based on a review of the Proponent's design, and must document the safety audit team's assessment of the safety performance of the design elements and the interaction of all the road users with the design.

The Road Safety Audits must be conducted by a highly experienced team of safety specialists with the capabilities to fully relate to the unique project issues described below:

- extreme rugged topography;
- curvilinear alignment and steep grades;
- road elevation between 920-1150 metres which is conducive to extreme winter conditions which include snow, freezing conditions, avalanches and the potential for black ice and fog; and
- sudden changes in driving conditions with little or no advance warning (open road surface, tunnel, bridge, all with unique driving characteristics).

The preliminary design Road Safety Audit must describe how the Proponent's design has effectively considered the following:

- consideration of safety for all road users, including those who may be more susceptible to the difficulties presented by highways in difficult terrain and weather conditions;
- collision mitigation measures aimed at eliminating or reducing any identified safety problems;
- consideration towards the frequency and severity of preventable collisions;
- consideration towards the human factor component aimed at accommodating predictable driver behaviour (e.g. drivers approach a bridge surface the same way as they approach any section of highway surface).

The Proponent shall include in the Technical Submission a description of how the safety audit reports for the 50% design, 100% design and at completion of construction for Phase 2 will be undertaken.

All safety audit reports shall as a minimum consider the following:

- general project parameters;
- traffic operation;

- control devices;
- human factors;
- environment; and
- needs of all road users.

7.2.2 Geotechnical Design Report

The Geotechnical Design Reports must conform to the scope of work, design criteria and performance specifications as set out in Volume 3 of this RFP. Geotechnical Design Reports are to be provided for the road alignment and each structure. The format of the reports is to follow Technical Bulletin GM9801, "Guidelines for Technical Reports", March 30, 1998.

These reports shall demonstrate the Proponent's understanding of geotechnical conditions, constraints and issues and are to include, but not limited to, the following:

Sources of Geotechnical Information

Provide a summary, with reference to sources, of the geotechnical information used in the design development including that obtained through other sources and the Proponent's own field investigations.

Geotechnical Conditions

- brief overview of the geotechnical, geological and groundwater setting with reference to the plans and other documents;
- plans, profiles and significant cross sections, showing borehole locations, generalized stratigraphy, soil/rock units and stick logs of boreholes;
- physical characteristics and occurrences of soil and rock units, including fill;
- measured, estimated or assumed properties for material types, with justification and rationale for selection of design values; and
- estimate of groundwater conditions along the route.

Design Considerations

For geotechnical designs, provide descriptions of geotechnical and groundwater parameters used, and methodology proposed to ensure the conformance with design criteria.

Provide assessments and recommendations for:

- stability in soil and bedrock excavations;
- settlement (total and differential) and stability of embankments;

- stability of waste disposal areas;
- foundation design for structures.

Provide:

- geotechnical assessment of the impact of the construction on CP Rail operations and description of mitigation methods to be used;
- assessment for and mitigation of potential erosion;
- description of assumptions, or deficiencies in information, related to subsurface conditions, including groundwater and pavements, for the proposed designs;
- description of anticipated construction difficulties or concerns due to geotechnical or groundwater conditions; and
- description of the proposed approaches to resolve concerns and issues.

Geotechnical Investigations

Details of work plan for subsurface investigations to be carried out.

Testing and Monitoring

- identification of geotechnical and materials testing, instrumental installation, and monitoring requirements during construction; and
- description of how these requirements will be addressed in the Proponents quality management plan.

Geotechnical Risks

- identify, describe and assess geotechnical risks along the design alignment, including rockfall, debris flow, avalanche, slope movement; and
- describe methodology for mitigation of impacts from risks.

Aggregates

- identification of the proposed material sources and brief history of the quality of materials from that source, and identification of any required permits.

7.2.3 Drainage Design Report

The Drainage Design Report must conform to the scope of work, design criteria and performance specifications as set out in Volume 3 of this RFP. The Drainage Report must describe the drainage facilities required for Phase 2 and at a minimum, shall provide the following information:

- description of the construction procedures and proposed staging to be used in conformance with the Road Design Report, the Construction Staging Plan and the Environmental Management Plan highlighting how construction of the drainage structures, both temporary and permanent, will be integrated with the overall construction strategy;
- trench, ditch and surface restoration and stabilization methodology;
- a schedule for the work as it pertains to the sediment and drainage management plan;
- construction procedures to limit the potential for erosion and sediment production;
- site specific measures for runoff and drainage management, including drainage from haul roads and any permanent and temporary bridges;
- site specific measures for erosions prevention and control;
- measures for ensuring adequate water quality at points of discharge to streams and other water bodies, including sizes and specifications for any proposed water treatment facilities;
- drawings in suitable scale and detail of mitigation measures coordinated with the other drawing submissions;
- commitment of on-site equipment such as water pumps and materials for erosion, sediment and drainage control to deal with emergency situations that may arise; and
- plan showing drainage catchment areas and related calculations.

7.2.3.1 Drawings

The minimum requirements for drawings to accompany the Drainage Design Report are as follows:

- at a scale of 1:1000 and 1:500 as appropriate;
- show any culverts complete with diameter, length, grade and material type;
- show location of any swales and sedimentation catchment areas;
- show location and form of any environmental works and drainage improvements in sufficient detail to allow comparison to the information already submitted to the environmental agencies and in the CEAA screening report;
- show all ditches with direction of flow.

7.2.4 Pavement Reports

The pavement reports shall be provided for the design of road alignments and all structures.

These reports shall include, but are not limited to the following:

- condition assessment of existing pavements where such pavements are proposed to be incorporated in the new pavement infrastructure;
- preliminary pavement structure design by section including parameters, rationale, criteria, methodology, testing results and recommendations by section;
- preliminary design of pavement structure including rationale, criteria and analysis;
- summary of any geotechnical concerns and outstanding issues;
- quantities, and any outstanding issues such as pit development requirements.

7.2.5 Aesthetics and Landscape Design Report

The Aesthetics and Landscape Design Report must, at a minimum, include the following:

- a brief description of how aesthetics and visual quality will be considered in this project and how Phase 2 will be integrated into the area setting. The Proponent must provide a narrative and illustrations that clearly address its approach to the treatment of the Phase 2 aesthetics issues;
- a brief description of the specific elements of the landscape design with details necessary for the reviewer to assess the plan, including how re-vegetation requirements will be developed and implemented for both functional, e.g., erosion control, and aesthetic purposes;
- a description of how bridge aesthetics are accounted for in the bridge configuration and surface finishes;
- plans showing access to and potential co-development of the joint-use rest area and Rafter's Pullout;
- plans showing proposals for any other points of interest, lookouts etc that the Proponent may propose.

8. Project Plans

8.1 Construction Management Plan

The Proponent shall provide an outline of their Construction Management Plan describing how the Works will be carried out in a safe, effective manner while

demonstrating that the Proponent has the ability to achieve Substantial Completion and all other milestones described in the Concession Agreement.

The Proponent shall address, as a minimum, the following items:

- key issues and constraints affecting construction;
- proposed construction methodologies and work procedures;
- construction sequencing and strategy, including but not limited to:
 - work headings;
 - temporary works;
 - temporary facilities;
 - survey and layout;
 - procurement of fixed plant;
 - sources and handling of bulk materials;
 - disposal and storage of surplus materials;
 - seasonal considerations;
 - access issues and equipment;
 - human resources management.

8.2 Construction Staging Plan

The Construction Staging Plan shall conform to the scope of work, design criteria and performance specifications as set out in Volume 3 of this RFP. The Construction Staging Plan must describe the Proponent's approach to construction staging and how that approach is coordinated with the Project Schedule.

The Construction Staging Plan must, at a minimum, provide a description of the construction staging sequence and ties to the Project Schedule and will demonstrate how the Proponent intends to:

- carry out the required construction including identification of all associated major milestones, which must also appear in the Project Schedule;
- provide for local access and operational requirements during construction with a corresponding appropriate level of sensitivity to local issues and must identify any temporary access requirements;

- coordinate construction work when working adjacent to or over the CP Rail right-of-way and plant;
- coordination of construction work when working adjacent to the Phase 1 work underway;
- construct, replace, widen or extend all drainage works and environmental mitigation works;
- construct new embankments;
- construct temporary roadwork and detours, if required;
- close traffic lanes for construction activities, if required;
- install traffic signs.

8.3 Traffic Management Plan

The Proponent shall submit an outline of its Traffic Management Plan which includes, at a minimum, the following:

- description of the specific construction staging related traffic impacts that are proposed on all major roadway components, if any, showing lane configuration, lane widths, and placement of traffic control devices; e.g., night work, restricted lane work, or traffic barrier installations;
- details of the proposed method of making the travelling public and other local stakeholders (i.e. businesses, police, fire department and emergency services) aware of potential impacts to them from construction and staging;
- accesses or intersections affected by the work zone and provisions to maintain accesses/intersections at each stage;
- accesses through and to adjacent properties.

8.4 Environmental Management Plan

The Proponent must submit a summary Environmental Management Plan that shall demonstrate the Proponent's understanding, commitment and ability to manage the requirements of the protection of the environment as described in the Concession Agreement. The CEAA screening submission will be prepared by the Province for the environmental corridor in which the Works are most likely to be performed, and input to that submission is not required from the Proponent. The environmental corridor drawing is posted in the Data Room. If any Works are to be performed outside the boundaries of such corridor, the Concessionaire will be solely responsible for providing the Province with the required information to amend the CEAA screening submission. The Proponent is cautioned that Works outside the environmental corridor boundaries may require a new CEAA screening level review that will be the Concessionaire's responsibility.

This part of the Proposal shall contain the following information as a minimum:

- a description of the formal Environmental Management Plan that the Proponent must put in place to ensure the delivery of construction in accordance with the environmental protection requirements. This description must include all processes, procedures, resources and sequence of tasks that the Proponent will use in its construction activities to address environmental issues. The plan must be of sufficient detail to permit the assessment of construction on environmentally sensitive areas;
- identify impacts on hydrology and potential impacts on groundwater regimes resulting from below ground considerations, and identify any mitigation measures to avoid, reduce or eliminate impacts;
- provide a description of the strategy and approach to the environmental monitoring of the construction work, including a construction mitigation plan for the various stages of the Works;
- show how the drainage management report, sediment management plan and the Environmental Management Plan are coordinated;
- a commitment that the Proponent must revise the Environmental Management Plan and maintain it as a live document throughout the duration of the Works;
- identification of the Proponent's environmental management team members that will be responsible for environmental management and monitoring services, including their credentials;
- provide a letter of commitment that protection of the environment shall be carried out according to Section 165 (Protection of the Environment) of the *Standard Specifications for Highway Construction*.

8.5 Construction and User Safety Program

The Proponent must describe the key elements of its proposed construction safety plan.

This Plan must identify any safety issues relating to construction site personnel, visitors to the Site and Adjacent Areas, and members of the public that may be affected by the implementation of the Works and describe the measures that will be used to satisfy the WCB requirements and manage these safety issues.

8.6 Permits and Approvals Plan

Describe the Proponent's plan and intended timeline for obtaining governmental approvals and permits required for the Works. The Proponent's plan shall:

- List the permit and approval requirements of approving agencies anticipated for the Works together with their linkage to the Project Schedule;

- Demonstrate how the proposed work will enable permits and approvals to be obtained in a timely manner to meet the Project Schedule requirements;
- Include a discussion demonstrating the Proponent's understanding of the respective roles and responsibilities of the approving agencies;
- Include a statement of commitment indicating the Proponent's intentions to comply with the environmental management requirements.

8.7 Hours of Work

The Proponent must describe the Proponent's intended hours of work to ensure compliance with all regulatory requirements.

8.8 Risk Management Plan

The Proponent's Proposal must include a report describing the process for identifying and prioritizing the technical and physical risks associated with the Works as well as the Proponent's plans to mitigate the impact of identified risks and contingency plans to deal with the risks if they actually occur.

The report must also describe the major Works risks, priority, and mitigation and contingency plans.

8.9 Asset Management Strategy

The Proponent must provide an Asset Management Strategy that demonstrates the Proponent's compliance with the requirements in Volume 3 - Part C for the Project Term.

The following two required documents are described in detail:

- Operations and Maintenance Plan;
- Asset Management Plan.

8.9.1 Operations and Maintenance Plan

The Technical Submission must include an Operations and Maintenance Plan, demonstrating the Proponent's material compliance with the requirements of Volume 3 Part C by indicating the approach to be undertaken to deliver each of the following services for the duration of the Concession Agreement:

- (a) running surface maintenance;
- (b) bridge maintenance;
- (c) winter maintenance;
- (d) snow avalanche program;

- (e) emergency response;
- (f) public relations/customer care;
- (g) employee health and safety; and
- (h) environmental management.

The plan must provide a brief description of the resources to be used to complete the operations and maintenance services identified including labour, plant, materials and facilities. If the resources have not yet been obtained, details of the proposed procurement source and timing must be provided.

8.9.2 Asset Management Plan

The Technical Submissions must include an Asset Management Plan, demonstrating the Proponent's material compliance with the requirements of Volume 3 - Part C by indicating the approach to be undertaken to deliver asset rehabilitation for the duration of the Project Term for the following:

- (i) highway running surfaces; and
- (j) structures.

Each of these indicative plans must reflect:

- understanding of the Key Performance Measures and Asset Preservation Performance Measures;
- understanding of life cycle approach to asset management including the relationship between maintenance and rehabilitation;
- understanding of the approach for asset condition, inspection, work identification, programming, prioritization and delivery of asset rehabilitation;
- use of asset management systems and processes to achieve cost effectiveness; and
- identify/implement innovation to improve performance.

The Asset Management Plan must include a pavement rehabilitation program for the Project that indicates the timing, location and treatments to be carried out during the Project Term.

The Asset Management Plan must provide a brief description of the resources to be used to complete the asset management services identified including labour, plant, materials and facilities. If the resources have not yet been obtained, details of the proposed procurement source and timing must be provided.

Attachment RFP-5-i

*Reference: Addendum #RFP-5.52
Appendix 1F*

Revised Text

Appendix 1F

Submission ~~Requirement~~ Requirements

1. Proposal Submission Requirements

The following delivery, format, and content requirements must be followed for all Proposals in order to facilitate consistency in Proposal evaluation and to facilitate consideration of each Proposal.

1.1 Delivery

Proposals must be delivered by hand or courier to the Closing Location before the Closing Time in accordance with Section 4.2.1 of Volume 1.

~~If a Proponent chooses to submit more than one Proposal, each Proposal must be self-contained and complete, and must include all of the required information as set out in this Appendix 1F.~~

Proposals are to be delivered in one or more packages clearly labelled with the “RFP Title”, “Contact Person”, and “Closing Location” all as shown on the RFP Summary of Key Information.

Each package of the Proposal must be clearly ~~labelled~~ labeled to identify the number of packages comprising the whole Proposal.

The name and mailing address of the Proponent must be clearly shown on the exterior of each Proposal package.

The Proponent is solely responsible for ensuring that all packages forming a part of its Proposal are securely sealed, clearly ~~labelled~~ labeled to identify the number of parcels or boxes comprising the whole Proposal, the DBFO Project name, the contents of each package, and the Proponent.

~~One~~ For at least one Proposal, one (1) original copy and five (5) identical copies of the Commercial/Financial Submission must be submitted. ~~One~~

For at least one Proposal, one (1) original copy (without ~~punchholes~~ punch holes) and five (5) identical copies of the Technical Submission must be submitted.

Each of the five (5) complete and identical copies of the Technical Submission must be loose-leaf or in 3-ring binder(s) each marked "Copy x of 5".

Text and tables must be on single sided 8.5” x 11” paper. Where practical, text should be 1.5 spaced and not smaller than 11-point typeface. Drawings submitted with the Technical Submission should be in format no larger than 11” x 17” paper.

Twenty For at least one Proposal, **twenty** (20) complete copies of the Technical Submission and five (5) complete copies of the Commercial/Financial Submission must also be submitted on CD, DVD or USB Memory Stick in Adobe PDF format arranged in a directory structure that mirrors the hard copy submission. Each CD or DVD shall be marked "Copy x of 20" in respect of the Technical Submission or "Copy x of 5" in respect of the Commercial/Financial Submission.

Section 1.3 of this Appendix 1F sets out the Proposal Submission Requirements for multiple proposals.

1.2 Proposal Content

Note: Information provided by the Province on any specimen form required to be submitted as part of a Proposal must not be altered, qualified, or contradicted in any way by the Proponent either on the face of the submitted form or in any other part of their Proposal.

Each complete At least one Proposal must **be complete and** include the following component packages, each as described in this Appendix 1F:

Package 1: Transmittal Package

Package 2: General and Proponent Team Information

Package 3: Financial/Commercial Submission

Package 4: Technical Submission

2. Package 1: Transmittal Package Requirements

The Transmittal Package must be a separate, sealed envelope, clearly marked "Transmittal Package", identifying the Proponent's name and the DBFO Project name, and containing one (1) Proposal Form and the required Security Deposit as provided in the Proposal Competition Agreement.

The Proposal Form must be a properly executed original that is fully compliant in form and content with the specimen Proposal Form provided in Appendix 1E.

3. Package 2: General and Proponent Team Information

3.1 Proposal Section 1 - Details of the Proponent

The Proponent must provide its full details, including:

a) Proposal Section 1.1 - full legal name;

- b) Proposal Section 1.2** - registered office, telephone number, e-mail addresses and fax number;
- c) Proposal Section 1.3** - full incorporation details including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is able to do business in British Columbia. If the Proponent is an unincorporated legal entity, please provide full details and proof of the existence of the legal entity;
- d) Proposal Section 1.4** - details of shareholdings and shareholders' agreements including names of Equity members; if the Proponent does not have an equity structure, provide details of the ownership structure and any relevant agreements;
- e) Proposal Section 1.5** - details of the equity, debt, or ownership structure of the Proponent back to its ultimate parent(s), including full details of any parent company guarantees or other forms of support for the Proponent with respect to the DBFO Project and consistent with the Proponent's Submission;
- f) Proposal Section 1.6** - details of any changes anticipated in equity, debt, or ownership structure prior to Financial Close;
- g) Proposal Section 1.7** - list of directors and senior officers;
- h) Proposal Section 1.8** - organizational description indicating key members of management, proposed staffing levels and reporting relationships;
- i) Proposal Section 1.9** - names, addresses and e-mail addresses of legal, technical, financial and all other relevant advisors;
- j) Proposal Section 1.10** - latest annual audited financial statements together with any interim audited or unaudited management reports of Equity Members and any other entity providing a guarantee or other support for the Proponent. If any required financial statement or information is not available, please provide a statement to that effect and provide any other document or information (e.g. financial statements prepared or reviewed by an independent public accountant) that would provide independent verification that every Proponent Team Member has the financial resources necessary to carry out its role in the DBFO Project;
- k) Proposal Section 1.11** - details of any changes to credit ratings or bank reference details since submission of the RFQ; and
- l) Proposal Section 1.12** - certified copy of board resolution(s) from the Proponent and its Equity Members approving Proposal(s).

3.2 Proposal Section 2 - Details of Prime Members

The Proponent must provide full details of Prime Members, as set out below and including a summary of all changes since the Proponent's Submission, including changes to identity, equity holdings, or relationship to the Proponent or changes to the Prime Members:

- a) **Proposal Section 2.1** - full legal name;
- b) **Proposal Section 2.2** - registered office, telephone number, e-mail addresses and fax number;
- c) **Proposal Section 2.3** - full incorporation details including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is able to do business in British Columbia. If the Prime Member is an unincorporated legal entity, please provide full details and proof of the existence of the legal entity;
- d) **Proposal Section 2.4** - details of shareholdings; if the Prime Member does not have an equity structure, provide details of the ownership structure and any relevant agreements;
- e) **Proposal Section 2.5** - list of directors and senior officers;
- f) **Proposal Section 2.6** - organizational description indicating key members of management, proposed staffing levels and reporting relationships;
- g) **Proposal Section 2.7** - names, addresses and e-mail addresses of legal, technical, financial and all other relevant advisors;
- h) **Proposal Section 2.8** - latest annual audited financial statements together with any interim audited or unaudited management reports of the Prime Members and any other entity providing a guarantee or other support for any Prime Member. If any required financial statement or information is not available, please provide a statement to that effect and provide any other document or information (e.g. financial statements prepared or reviewed by an independent public accountant) that would provide independent verification that each Prime Member has the financial resources necessary to carry out its role in the DBFO Project; and
- i) **Proposal Section 2.9** - details of any changes to credit ratings or bank reference details since submission of the RFQ.

3.3 Proposal Section 3 - Details of Proponent Team Members

The Proponent must provide full details of the Proponent Team Members, as set out below and including a summary of all changes since the Proponent's Submission, including changes to identity, equity holdings, or relationship to the Proponent or changes to the Proponent Team Members:

a) Proposal Section 3.1 - full legal name;

b) Proposal Section 3.2 - registered office, telephone number, e-mail addresses and fax number;

c) Proposal Section 3.3 - full incorporation details including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is able to do business in British Columbia. If the Proponent Team Member is an unincorporated legal entity, please provide full details and proof of the existence of the legal entity; and

d) Proposal Section 3.4 - list of directors and senior officers.

3.4 Proposal Section 4 - Details of the Contractual Structure and Relationships between the Proponent, its Proponent Team Members, and Prime Members

The Proponent must provide full details of the proposed organizational structure for design, construction operations and maintenance of the DBFO Project, including:

a) Proposal Section 4.1 - an overall **DBFO** Project organizational chart identifying key responsibilities including the Key Individuals and reporting relationships **between the Proponent, its Proponent Team Members and Prime Members**, for each of the Original Service Period and the Enhanced Service Period;

b) Proposal Section 4.2 - the nature of the contractual relationship(s) to be entered into between the Proponent and any contractors who will be undertaking any part of the design or construction elements of the DBFO Project, including the nature of any sub-contracting arrangements including, in particular, details of the risk allocation between the parties; and

c) Proposal Section 4.3 - the nature of the contractual relationship(s) to be entered into between the Proponent and the operation and maintenance service contractor(s), including the nature of any sub-contracting arrangements including, in particular, details of the risk allocation between the parties.

3.5 Additional Information

Proposal Section 5 – Key Individuals

The Proponent must provide the following information ~~to confirm, complement or update the information provided by the Proponent at the RFQ stage:~~

- a) ~~Proposal Section 5.1 -~~ identity, contact information and résumés of Key Individuals;
- b) ~~Proposal Section 5.2 -~~ the availability of the Key Individuals;
- c) ~~the roles of the Proponent Team Members and tasks they will perform; and~~
- d) ~~other details of the management structure of the Proponent.~~

~~Proponents must include in this package of their Proposal a copy of the communications plan provided as part of the Technical Submissions package.~~

4. Package 3 - Commercial/Financial Submissions Requirements Submission

Package 3 must be submitted in three separate Parts as listed below:

- a) ~~Part 1: Proposal Section 1 -~~ Legal and Commercial
- b) ~~Part 2: Proposal Section 2 -~~ Price Proposal
- c) ~~Part 3: Proposal Section 3 -~~ Financial Plan

4.1 LEGAL AND COMMERCIAL

Proposal Section 1 – Legal and Commercial

~~Part Section~~ 1 of Package 3 of the Proposal must include a statement that the Proponent is prepared to accept the Definitive Concession Agreement without ~~material~~ amendment as ~~required detailed~~ in ~~Section 4.2 of~~ Volume 1 of the RFP.

4.2 PRICE PROPOSAL

Proposal Section 2 – Price Proposal

~~Part Section~~ 2 of Package 3 of the Financial/Commercial Submission must include full details of the Proponent's costings and price proposal.

4.2.1 Proposal Section 2.1 - Introduction

The payment stream to the Concessionaire is dependent on the Payment Mechanism. Proponents must submit a price proposal with their Proposal consistent with the format provided in the Payment Mechanism.

The following table sets out the indicative range for each component of the Payment Mechanism. Proponents must submit a price proposal which conforms to this table. Proposals will be tested for compliance with the indicative range by calculating the NPV of the Enhanced Service Period Performance Payments as of Financial Close, using a discount rate equal to ~~the Project weighted average cost of capital~~ **7.5% per annum (nominal)**. The Proponents will be asked to demonstrate that their price proposals is consistent with the table below.

Payment Component	Frequency of Payment	Amount
1. Original Service Period Performance Payments		
Pre-Completion Performance Payments	Quarterly Semi-Annually	Up to \$62.5 million representing 50% of Eligible Costs in total
Original Service Period Availability & Safety Payments	Monthly	\$2 million per annum
2. Enhanced Service Period Performance Payments		
Enhanced Service Period Availability & Safety Payments	Monthly	89-91% of total NPV of Enhanced Service Period Performance Payments over the Project Contract Term Period
Traffic Volume Payments	Monthly	9-11% of total NPV of Enhanced Service Period Performance Payments over the Project Contract Term Period
3. End of Term Payment		
End of Term Payment	Once	\$4-6 million

4.2.2 Proposal Section 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 **maximum NPV of the Proponent's price proposal must be less than \$197 million, calculated at a discount rate of 7.5% from Financial Close (being the assumed date of September 30, 2005 set out in Part One of Appendix 1G).**

The highest ~~Annual~~ **annual** Availability & Safety Payment proposed for a year may not be more than 20% higher than the lowest ~~Annual~~ **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 **in a Contract Year** on a per Passenger Vehicle Equivalent basis will result in at least a 0.5% decrease in the Traffic Volume Payment **for that Contract Year**, 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.

The indexation factor proposed by Proponents in the table below will be applied to both payments and deductions for that contract year, in accordance with Schedule 10 of the Concession Agreement.

Original Service Period Performance Payment		
Availability & Safety Payments	Period within the Original Service Period	Payment to escalate by proportion of inflation (Acceptable Range 0-20%)
	Year 1	[-●] % of inflation
	Year 2	[-●] % of inflation
	Year 3	[-●] % of inflation
	Year 4 and thereafter	[-●] % of inflation
	Year 5 or above	[-●] % of inflation

Enhanced Service Period 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
	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
	Year One Traffic Forecast	[●] PVE	
	Year 1		
Traffic Volume Payments	Band no. 1 (least PVE) Year 22 and onwards	\$[●●]/PVE per month	[●%] % 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

Traffic Volume Payments	Year One Traffic Forecast	[●] PVE	
	Year 1		
	Band no. 1 (least PVE)	\$[●]/PVE	1
	Band no. 2	\$[●]/PVE	
	Band no. 3	\$[●]/PVE	
	Band no. 4	\$[●]/PVE	
	Band no. 5 (most PVE)	\$0.00/PVE	

1 The escalation factor for the Traffic Volume Payments in any given year must be the same as that proposed for the Availability and Safety Payment in that year, and will be the same for each Band.

	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
	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		
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	\$[●]/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 13		
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 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		
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		
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 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		
Band no. 1 (least PVE)	\$[●]/PVE	
Band no. 2	\$[●]/PVE	
Band no. 3	\$[●]/PVE	
Band no. 4	\$[●]/PVE	
Band no. 5 (most PVE)	\$0.00/PVE	
Year 2122 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

End of Term Payment	Gross End of Term Payment	\$[●] on the Expiry Date	Acceptable Range \$4-6 million
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4.2.3 Proposal Section 2.3 - Assumptions Underlying the Price Proposal

Proponents must provide the following information regarding assumptions:

- a) Original Service Availability & Safety Payments: State the estimated lane non-availability and minimum **performance deductions** **Performance & Safety 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.

- c) Availability & Safety Payments:
 - (i) describe the rationale for the proposed gross availability payment for each year;
 - (ii) if the gross availability and safety payment bid differs in each year, provide a rationale;
 - (iii) the availability and safety 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.

- d) End of Term Payment: Describe the rationale for the assumptions used to derive the Proponent’s End of Term Payment.

4.2.4 Proposal Section 2.4 - Details of Capital Costs

The Proponent must provide the details of **total** capital costs during the Original Service Period in money of the day dollars on at least a monthly basis. The Proponent must use the following table to show their **annual** capital cost breakdown **during the Original Service Period**.

Item	Cost
1. General Mobilization Demobilization Utility Relocations Traffic Detours and Road Traffic Control CP Rail Interface Costs Environmental	
2. Design & Approvals Site Survey Geotechnical Investigations Highway Design Bridge Design Wall Design Tunnel Design All Other Design Work Approvals Design Folders and Record Drawings	
3. Highway Construction Clearing and Grubbing Grading and Drainage Granular Layers New and Rehabilitated Asphalt Pavements	

Item	Cost
4. Bridge Structures Excavation and drainage Backfill Foundations Substructure Superstructure	
5. Retaining Walls Excavation and Drainage Backfill Foundations Walls	
6. Tunnels Excavation Portals Lining, Waterproofing and Drainage Ventilation, Safety and Emergency Systems Power and Lighting	
7. Construction Engineering Construction Management Quality Management General Engineering During Construction	
8. Finishing Works Barriers and Finishing Work Traffic and Guide Signs Highway Lighting Final Line Painting Landscaping	
9. Demolition and Removals The In addition to capital costs of demolition of the existing Park Bridge structure the Concessionaire should only list the capital costs of demolition of the existing Park Bridge structure and removal of existing pavement only to the extent where its design and construction of the New Highway make it necessary to do so. Capital costs should include only those portions of demolition and removal required. Removal of Existing Pavement Demolition of Existing Park Bridge Structure All other removals	
10. Provisional Items To be determined	
TOTAL	

4.2.5 Proposal Section 2.5 - Details of Operations, Maintenance and Rehabilitation Costs

The Proponent must provide details of all expenses during the Enhanced Service Period in money of the day dollars on an annual basis, detailed as follows:

- a) staff wages
- b) staff benefits
- c) materials & consumables
- d) utilities
- e) plant & equipment
- f) insurance
- g) bonding costs
- h) administrative costs
- i) professional & legal fees
- j) taxes

The Proponent must also provide details of all rehabilitation and capital maintenance costs during the Enhanced Service Period, indicating the anticipated timing of this expenditure consistent with the maintenance plan submitted in the Technical Proposal.

4.3 FINANCIAL PLAN

Proposal Section 3 – Financial Plan

Part Section 3 of Package 3 of the Proposal must include the following information.

4.3.1 Proposal Section 3.1 - Financing Plan

Proponents must show that they have planned sufficient financing for the DBFO Project for the **Project Term Contract Period**, including all design and construction, operation, maintenance and rehabilitation funding, showing the timing of required funds for requirements such as maintenance, repair and required replacement. Proponents must set out:

- a) the sources of finance they intend to employ (the “**Financing Plan**”); and
- b) the level of commitment of the financing, as described below.

The Financing Plan must include full details of the financial structure and instruments proposed. The sources of financing must match the use of funds throughout the Original Service Period and Enhanced Service Period. The Financing Plan must include:

- ea) a description of all sources of financing;
- eb) a description of any and all insurance or bonding required to support the Financing Plan;
- ec) the terms of any supporting guarantee(s) and details of how the Proponent will satisfy those terms;
- ed) a description of the Proponent's likely hedging strategy and requirements;
- ee) evidence, in the form of detailed term sheets or commitment letters, which have received formal credit approval, from providers of financing, of their commitment to provide the level of financing required;
- ef) an indicative credit rating from one or more credit reference agencies, if the Financing Plan is dependent upon such a rating together with a timetable to achieve final ratings;
- eg) a letter from the Funders together with a confirming letter from such Funders' legal counsel confirming that the Funders and their legal counsel have no additional comments on the Definitive Concession Agreement **as submitted by the Proponent**; and
- eh) confirmation from the providers of financing that they have reviewed and are satisfied with the Financial Model subject to final audit by the Funders.

4.3.2 Proposal Section 3.2 - Terms of Financing

The terms of each source of financing identified in the Financing Plan must be set out.

- a) With respect to funding provided by the Proponent's Team **membersMembers**, the following must be provided:
 - (i) identity and credit status of each Funder;
 - (ii) amounts to be provided by each Funder;
 - (iii) the timing of injection;
 - (iv) the terms and conditions of subscription, including returns or yields;
 - (v) dividend rights;
 - (vi) voting rights; and

- (vii) the conditions if any on which funds would be committed.
- b) With respect to each class of debt or other funding source (including leases), for each of arranger or underwriter, the following information is required in the form of a detailed term sheet or commitment letter:
- (i) the identity of the lender, arranger or underwriter;
 - (ii) the amount of financing proposed or committed;
 - (iii) the drawdown schedule;
 - (iv) details of grace periods, including duration and contingency;
 - (v) repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses);
 - (vi) security, bonding or guarantee requirements (from either parents or third parties);
 - (vii) arrangement/underwriting, commitment, agency and all other must fees;
 - (viii) interest rates and margins including any step up/down mechanism;
 - (ix) material covenants, undertakings and other restrictions/requirements;
 - (x) requirements for reserve accounts;
 - (xi) events of default and other similar arrangements;
 - (xii) step-in arrangements;
 - (xiii) conditions precedent;
 - (xiv) due diligence requirements; and
 - (xv) any other restrictions, requirements or conditions that materially impact the Proponents' ability to raise financing or draw down on committed financing after Financial Close.

4.3.3 Proposal Section 3.3 - Financial Robustness

Proponents must provide a description of their financial robustness, including, but not limited to, details of how key risks are managed (e.g., interest rate, inflation, traffic, O,M&R Services and construction).

4.3.4 Proposal Section 3.4 - Risk Capital Financial Commitment

The level of commitment that the Province expects at submission of Proposals is that all sponsor equity and quasi equity, bonding and guarantees (collectively, “**Risk Capital**”) must be fully committed subject only to documentation and **Material Adverse Change** material adverse change.

This commitment must be evidenced by board resolutions related to the terms set out. If equity or quasi equity is to be provided by third parties, similar commitment is required from an underwriter for the full amount.

4.3.5 Proposal Section 3.5 - Sub-Contracting Strategy

To the extent that risk is to be managed or mitigated through subcontracting the Concessionaire’s responsibilities to Proponent Team Members or others, additional financial measures will be required from those subcontractors to provide assurances to the Province that sufficient funding is available to manage reasonable downside risk. This is particularly important during the Original Service Period in relation to the supply of civil construction services, equipment supply and integration services but may also apply during the Enhanced Service Period. Proponents must set out their subcontracting strategy for the DBFO Project that includes the structure of any subcontracting arrangements and summary details of the mechanisms and/or standby that would be put in place to give comfort to the Province and lenders.

4.3.6 Proposal Section 3.6 - Financial Model

Proponents must submit a financial model (the “**Financial Model**”) in both electronic and hard copy. **The Financial Model will be supported by:**

- a) **an assumptions book, detailing all model inputs; and**
- b) **an instruction manual to assist the Province to change inputs and run sensitivities.**

4.3.7 Structure of the Financial Model

The Financial Model must be consistent with the assumptions and be structured as follows:

- a) it must be well-constructed and professional in appearance;
- b) it must be produced in Microsoft Excel version 2000 or later;
- c) it must extend for the **Project Term Contract Period**;
- d) it must be presented in thousands of Canadian dollars;
- e) no sheets or cells must be hidden or password protected;
- f) calculations must flow down and to the right;

- g) calculations must be sufficiently disaggregated so that they can be followed logically on screen (without examining the content of cells) or on paper;
- h) a limited number of nested “if” statements must be used;
- i) cells containing hard-coded entry must be coloured blue;
- j) financial statements must not include formula other than mathematical signs;
- k) all sheets must be set up to printed clearly and legibly on 8.5 X 11” paper to include row and column descriptions on each printed page;
- l) if a calculation is circular, circularities must be solved;
- m) the Financial Model start date must be Financial Close;
- n) the Financial Model must be structured in quarterly periods (or more frequently) during construction and semi-annual periods (or more frequently) thereafter;
- o) Financial Close must be assumed to be ~~November~~ **September** 30, 2005; and
- p) all financial instruments must be priced as at the close of the business day ~~May 15,~~ **June 16,** 2005.

4.3.8 Required Inputs and Outputs of Financial Model

The Financial Model must, at a minimum, have the following input and output sheets:

- a) Inputs
 - (i) time-based assumptions (those that change over time);
 - (ii) static assumptions (those that do not change over time);
 - (iii) capital, operating, maintenance and rehabilitation costs assumptions;
 - (iv) taxation assumptions;
 - (v) Payment Mechanism assumptions; and
 - (vi) a scenario control section.
- b) Outputs
 - (i) summary outputs;
 - (ii) sources and uses of funding;

- (iii) financial statements (income statement, cash flow statement and balance sheet) presented in accordance with Canadian private sector GAAP;
- (iv) a cash flow statement that reflects the priority of access to cash flow based on the investor covenants and requirements set out in the Financing Plan;
- (v) calculation and results of covenants; and
- (vi) financial ratios as required by equity and debt investors as appropriate to the capital structure set out in the Financing Plan.

4.3.9 Required Functionality of Financial Model

The Financial Model must allow sensitivities to be run in the following areas:

- a) changes to inflation rates in all areas up to Financial Close;
- b) changes to inflation rates post Financial Close separated between areas where the Province is taking inflation risk and Concessionaire is taking inflation risk;
- c) changes to interest rates;
- d) changes to capital, operating, maintenance and rehabilitation costs;
- e) delays in completion;
- f) Payment Mechanisms;
- g) relative weight of debt and equity; and
- h) traffic volume.

4.3.10 Proposal Section 3.6.1 - Assumptions Book for Financial Model

The assumptions book for the Financial Model must provide sufficient detail for a duplicate Financial Model to be constructed from it. It must cover the following areas:

- a) a summary of the Financing Plan;
- b) capital, operating, maintenance and rehabilitation costing schedules;
- c) macro-economic assumptions;
- d) taxation assumptions;
- e) depreciation rates and other accounting policies; and
- f) all other assumptions required to construct the Financial Model.

The assumptions book must reconcile with the Financial Model. If the assumptions detailed in the assumptions book are not consistent with the assumptions in the Financial Model, the Province may require the Proponent to change the Financial Model to reflect the assumptions book.

4.3.11 Proposal Section 3.6.2 - Instruction Manual for Financial Model

The instruction manual must explain the functionality of the Financial Model and how it is structured. It must provide sufficient details to allow the Province to change inputs and run sensitivities in the areas mentioned above.

4.3.12 Proposal Section 3.7 - Insurance

Having regard for the mandatory minimum insurance coverage outlined in the Definitive Concession Agreement, Proponents are invited to provide a Proposal on the insurance that would be most advantageous to both the Concessionaire and the Province during the DBFO Project, with particular regard for:

- a) cost of such facilities;
- b) availability of such security facilities, including the risk that some or all will become unavailable; the party best able to obtain such security facilities (the Province, Concessionaire, or Prime Member);
- c) the recommended terms of such security facilities including the amount; the term when it will be available; amount of deductibles and the party responsible for deductibles; related risks during the **Project Term Contract Period**; and
- d) the Proponent's capacity to provide the insurance arrangements described must be demonstrated by appropriate letters from the relevant insurance brokers, surety companies or providers of letters of credit.

Proponents must also provide the information contained in paragraphs a) to d) inclusive above in respect of any business interruption insurance that the Proponent is intending to obtain in connection with the DBFO Project and which insurance will be subject to the benchmarking provisions of the Definitive Concession Agreement.

5. Package 4: Technical Submission

5.1 Introduction

Technical Submissions must include the following documents:

- Project Management Plan;
- Technical Reports; and
- Project Plans.

The Technical Submissions must be submitted in the form described in the following sections and must materially conform to all of the design criteria and performance specifications set out in ~~Volume 3 of this RFP~~ **Schedule 5 of the Concession Agreement** and must identify and fully justify any proposed exceptions. The ~~Technical Submissions should not exceed 200 pages exclusive of drawings. All content beyond the first 200 pages will not be considered in the evaluation of the Technical Submissions.~~ **Province reserves the right to not accept any proposed exceptions.**

The purpose of the Technical Submission is to provide the Province with sufficient information regarding the following:

- the Proponent's intended approach to the management, scheduling, design, construction and environmental permitting of the Works described for Phase 2;
- verify that the Proponent has a reasonable understanding of all aspects of the DBFO Project and all Works obligations;
- establish a reasonable level of confidence in the Province that the project management, quality management, design, and construction activities for Phase 2 as described by the Proponent in their Technical Submission will provide a finished product consistent with all Provincial requirements regarding quality, safety, functionality, durability, and timeliness; and
- establish a reasonable level of confidence in the Province that the operation, maintenance and rehabilitation of the Highway will for the duration of the Concession Agreement be consistent with traditional levels of performance.

5.2 Technical Format Requirements

The Technical Submissions shall not exceed 200 pages exclusive of drawings, resumes, corporate information, project data sheets or promotional material. All content beyond the first 200 pages will not be considered in the evaluation of the Technical Submissions.

The Technical Submissions shall be formatted in accordance with the following criteria:

- text in 8.5" x 11" format with 1.5 line spacing and 11-point typeface;
- tables in 8.5" x 11" format or where more appropriate 11" x 17" format with minimum 10-point typeface;
- drawings in 11" x 17" format at exactly half the scale of the drawing requirements ~~described below~~ **defined in Proposal Section 3 – Technical Reports.**

In addition the following drawings shall also be provided ~~with digital copies provided on the CD or DVD:~~

- ten (10) plan / profile ~~drawing drawings~~ at 1:2000 / 1:200 scale ~~in roll format~~ with a photomosaic background showing the scope and form of ~~the proposed~~ Phase 2 ~~of the Highway Works~~;
- one (1) set of full size ~~original photocopy ready~~ drawings in (A1) format ~~on reproducible mylar; and~~ at the scale and with the content defined in Proposal Section 3– Technical Reports;
- five (5) bound sets of design cross sections in 11" x 17" format ~~in the format described below~~ at the scale and with the content defined in Proposal Section 3 – Technical Reports; and
- ~~one (1) set of the above noted drawings and cross sections in PDF format on CDs or DVDs appropriately indexed.~~

To facilitate evaluation by the Province, ~~each required section~~ Technical Submissions must exactly match the organizational structure described below. Drawings may be bound separately in 11" x 17" format but the drawing package must be indexed to match the written portion of the Technical Submission ~~(e.g. Road Design Report, Structural Design Report, etc.) must be a stand-alone document that follows the information format and sequence indicated and, as well, includes all the stipulated requirements.~~

~~6.~~ Proposal Section 1 - Project Management Plans

The Project Management Plan shall address all Works required to satisfy the Concessionaire's responsibilities for the DBFO Project. The Project Management Plan will include, but not be limited to the following requirements.

~~6.1~~ Proposal Section 1.1 - Organization Structure

The Proponent shall provide organization charts identifying the Proponent's corporate team members and relationships and Key Individuals, by name for each phase and supporting documentation describing the proposed organization structure(s) for the duration of the DBFO Project.

The organization chart(s) and any appropriate supporting documentation will provide:

- proposed interfaces with the Province; and
- reporting relationships for the following listed functions:
 - project management;
 - quality management;

- safety management;
- avalanche and weather program management;
- bridge/structural design;
- tunnel design;
- roadway design;
- avalanche mitigation and design;
- geotechnical design;
- pavement design;
- utility design;
- electrical design;
- traffic engineering;
- traffic management;
- construction management;
- bridge/structural construction;
- tunnel construction;
- construction safety;
- environmental management;
- existing bridge decommissioning;
- operation, maintenance and rehabilitation;
- risk management; **and**
- asset management.

The organization chart(s) will identify the individuals directly responsible for signing-off on each of the above functions.

The Proponent must identify the Works to be performed by the Proponent's own resources, and Works that will be performed by subcontractors.

6.2 Proposal Section 1.2 - Scheduling and Reporting

The Proponent must provide a description of the Proponent's scheduling and reporting systems and how they are integrated into the Project Management Plan.

The Proponent's shall submit a time-scaled critical path schedule prepared using "Microsoft Project 2000" ~~or~~, "Primavera-SureTrak", ~~or other similar~~ software ~~package~~ and shall depict the design and construction phase from project commencement to site remediation and demobilization in ~~ganttt~~**Gantt** chart and network diagram format. The schedule shall also identify the critical path for both design and construction and shall include all of the major elements of design and construction, key milestones and the logical interdependencies between the tasks and milestones.

The design and construction schedule must include milestones, anticipated start dates and anticipated completion dates for all major tasks including the following:

- environmental permitting and approval process;
- preliminary design;
- major material and subcontract procurement tasks;
- final design, including required submissions;
- construction mobilization and permitting;
- construction of temporary or offsite facilities;
- all significant off-site construction tasks;
- all significant on-site construction tasks;
- temporary Kicking Horse River restrictions (e.g. works inside the wetted perimeter);
- temporary CP Rail restrictions;
- activation of the Phase 2 segment of the Highway;
- existing bridge decommissioning;
- site remediation and demobilization;
- Substantial Completion; and
- Final Completion.

The schedule shall form the basis of the ~~Construction Schedule~~**construction schedule** for the Concession Agreement.

6.3 Proposal Section 1.3 - Co-ordination of Work

The Proponent shall provide information on co-ordination of its work activities and how it will integrate its work activities with the Phase 1 contractor or other contractors that may be working in the area.

7. Proposal Section 2 - Quality Management and Reporting

The Technical Submission must include a written description of how the Proponent will develop a Quality Management System describing the Proponent's compliance with all of the RFP requirements and approach to quality during the design, construction, operation, maintenance and rehabilitation of the DBFO Project assets. The Proposal must include a commitment to:

- (a) compliance with ISO 9001:2000 for the design and construction component of the Quality Management System;
- (b) an ISO 9001:2000 certified Quality Management System for the operations, maintenance and rehabilitation component of the QMS;
- (c) manage and operate in conformance with the terms of that system;
- (d) provide written response to the MOT audits of the performance of the Concessionaire in terms of its Quality Management System and the requirements; and
- (e) prioritize and act on quality issues in a timely manner.

The minimum requirements for quality management and reporting are to provide an outline of the quality management plan for the DBFO Project demonstrating that the Proponent has the ability to develop and implement a Quality Management System in accordance with the requirements of ISO 9001:2000 International Standard for Quality Management Systems. The QMS shall be consistent with the Concessionaire accepting total responsibility for all quality assurance and quality control activities necessary to manage their processes including design, construction, operation and maintenance and those of their subcontractors and suppliers.

At a minimum, quality management plan must include:

- (a) an outline description of the quality process that the Proponent will put in place to ensure the delivery of quality infrastructure. This includes practices, resources or particular sequences of activities it will use in its engineering, design, construction, operation and maintenance activities;
- (b) a description of both the quality control and quality assurance procedures the Proponent will implement;

- (c) a description of quality control and quality assurance procedures that will address all testing, inspection and monitoring required to ensure the end products and services will meet the requirements;
- (d) the process that the Proponent will follow for developing and implementing the QMS with deliverables defined at each stage for documentation, implementation and compliance audit and certification; and
- (e) reporting relationships with reference to the organization chart and identifying by name the quality managers, including those for the Project design process, construction process, and operations and maintenance and rehabilitation process. **Resumes/Résumés** of all key personnel must be provided **but will not be counted against** separate from the 200 page **limit** **Technical Submission in an appendix**.

In addition to the above, the Proponent shall submit specific examples of how the Quality Control and Quality Assurance requirements presently contained in the material, work methodology and end product sections of the MOT's *Standard Specifications for Highway Construction, 2004 Edition*, are integrated into their own inspection and testing planning process.

The purpose of these examples is to demonstrate that the Proponent has a clear understanding of the transfer of responsibility for the quality assurance functions that were previously performed by or on behalf of the Province.

7.1 Proposal Section 3 - Technical Reports

The following Technical Reports must be submitted as part of the Technical Submission. All technical reports must conform to the requirements of the design criteria and performance specifications provided in **Volume 3 of this RFP Schedule 5 of the Concession Agreement**.

Each report must clearly and completely describe the Proponent's design and where applicable must provide adequate information describing how the design meets or exceeds the requirements set out in **Schedule 5 of the RFP Concession Agreement**.

7.1.1 Proposal Section 3.1 - Road Design Report

The Proponent must provide a Road Design Report reflecting the requirements of the scope of work, design criteria and performance specifications and other technical and physical requirements as described in this RFP.

At a minimum, the Road Design Report must provide the following:

- **Aa** brief description of the proposed design including supporting attributes and issues;

- **Aa cross reference to Proposal Section 4.2 – Construction Staging Plan which shall provide a** summary description with adequate detail to depict proposed construction staging for all major components including:
 - roads;
 - structures;
 - drainage and environmental issues;
 - rock fall and avalanche catchment;
 - utility conflicts and relocation proposals;
 - access; and
 - traffic detours, relocations, laning restrictions;
- **Design design** criteria tables for each affected roadway. The tables will show “standard” and “achieved” design criteria values. Document and justify any proposed deviations from the design criteria as stated in **Volume 3 of this RFP Schedule 5 of the Concession Agreement**;
- **Description cross reference to Proposal Section 3.5 – Road Safety Audit which shall provide a description** of road safety elements of the design as they relate to traffic operations.

The minimum requirements for drawings to accompany the Road Design Report are as follows and shall be in general conformance with *Section 1200 of the BC Supplement to TAC Geometric Design Guide 2001 Edition* and as described in the following lists:

- laning and geometric drawings in accordance with the following:
- scale 1:1000 (**provide full size**) with larger scale drawings where more detail and clarity required to understand proposed design);
- show geometric elements on each control line. Radii and spiral lengths must be shown on the drawing. Other geometric details may be provided using computer printouts. All control lines must be stationed;
- paint markings;
- location and limits of all structures including retaining walls;
- location and messaging for all guide signs;
- location of any ITS if proposed;
- location and limits of concrete roadside barrier and curb and gutter;
- basic dimensioning of lanes and other elements;
- toes and tops of all slopes;

- major drainage elements **cross referenced to Proposal Section 3.7 – Drainage Design Report** including:
 - pipes and culverts complete with diameter;
 - location of catch basins;
 - location of oil and silt chambers;
 - ditches and direction of flow; and
- **Location** and form of all environmental works (provide supplementary drawings of required);
- **Location** and type of all avalanche control structures and catchment areas;
- major utilities including but not necessarily limited to power and telephone poles and all underground utilities;
- **Existing** and proposed property lines and additional lands required. The Preferred Proponent will be required to sign and submit property acquisition plans produced in accordance with MOT standards within **two weeks of being notified that it is the Preferred Proponent; one month after receiving authorization to proceed.**
- Profiles of all main roads and ramps that illustrate:
 - scale 1:2000 H/1:200 V **(full size)**;
 - proposed profile along geometric control line;
 - existing ground line;
 - vertical geometry including vertical curves, curve points and grades;
 - culverts, major utilities and bridges;
 - intersecting roads; and
 - stationing along control lines.
- Typical sections showing:
 - scaled for appropriate viewing **(full size)**;
 - each roadway type and condition;
 - pavement structure;
 - width of functional elements including ditches; and

- back slopes and fore slopes.
- Design cross sections at 20m intervals for the entire extent of Phase 2 extending at least 20m beyond toes and tops of slopes. Design cross sections shall be presented in 11" x 17" using PDF file type format at a 1:1000 H/ 1:1000 V scale **(full size - no reductions required)** to fit on the sheets. Design cross sections shall show:
 - proposed property lines;
 - rock and soil horizons;
 - pavement structure;
 - ditching and culverts;
 - structures; and
 - utilities.
- **Construction staging plan showing:**
 - **scale 1:1000;**
 - **each major stage of the construction.**

7.1.2 Proposal Section 3.2 - Structural Design Report

The Structural Design Plan must conform to the scope of work and design criteria and performance specifications set out in **Volume 3 of this RFP Schedule 5 of the Concession Agreement** for bridge structures and retaining **wall/walls**.

The minimum requirements for drawings to accompany the Structural Design Report are as follows:

General arrangement drawings of all bridge structures proposed for Phase 2, generally in accordance with the requirements of the *BC MOT Manual of Bridge Standards and Procedures* showing:

- a scale of 1:500 **(full size)**;
- plan;
- elevation;
- typical cross sections;
- erection concept plan;
- construction staging general arrangement showing the location of temporary concrete barrier(s), detour lane(s) and work area(s), if required. Identified

construction staging is to be in conformance with the proposed construction staging plan;

- horizontal and vertical geometry, type of structure, structure depth, vertical clearance, span arrangement, total length, lane arrangement, etc.;
- hydrotechnical information, including design discharge, high water elevation and required freeboard;
- aesthetic considerations including surface finishes;
- deck joint type;
- bearing type;
- typical parapet and railing details including transitions between the bridge railings and the approach road railings;
- surface treatment **off for ground** areas under the structures;
- foundation details; and
- approach fill details;

For each retaining wall structure showing:

- at a scale of 1:500 **(full size)**;
- elevation;
- typical cross sections;
- typical details;
- type of structure;
- typical joint details;
- foundations, drainage and backfill;
- aesthetic considerations including surface finishes; and
- any other relevant details.

The minimum requirements for the contents of the Structural Design Report are as follows:

- **cross reference to Proposal Section 3.5 which shall provide a** description of the strategies to address issues of safety and operation prevalent in mountainous terrain due to curvilinear alignments, steep grades, unpredictable surface conditions and any other relevant details **(cross referenced to the Road Design**

~~Report and the Road Safety Audit~~ as they relate to the proposed bridge structure;

- **cross reference to Proposal Section 4.2 – Construction Staging Plan, which shall provide a** description of the proposed construction strategy including detours, accessibility requirements and strategy for shipment and erection of structural components;
- description of maintenance issues;
- description of the protection systems required for the protection of new structures from the effects of de-icing salts;
- description of the design approach used for all new structures;
- **cross reference to Proposal Section 3.6 – Geotechnical Design Report which shall provide a** description of the type of soil, preliminary recommendation as to type of foundation, (spread and/or piled footings) and respective elevations, factored bearing capacities. Stability conditions for approach fills and any other recommendations specific to the structure(s) being recommended for Phase 2;
- **cross reference to Proposal Section 4.4 – Environmental Management Plan which shall provide a** plan identifying environmental issues and a description of methodology to resolve these issues;
- **cross reference to Proposal Section 3.4 – Railway Impact Assessment Report which shall provide a description of the** CP Rail issues to be dealt with;
- identification of utilities attached to or in conflict with the structure;
- **cross reference to Proposal Section 4.2 – Construction Staging Plan which shall provide a** description of bridge and construction staging to complement the general arrangement drawings and the Proposed Construction Staging Plan;
- approach to be used in the design of retaining walls, if any, including:
 - groundwater and hydraulic issues;
 - aesthetics considerations;
 - geotechnical data and considerations; and
 - seismic design considerations.

7.1.3 Proposal Section 3.3 - Tunnel Design Report

The Tunnel Design Report shall provide, at a minimum, the following:

- A description of the ~~tunnelling~~ tunneling methods and issues including:

- sources of geological and geotechnical information;
 - geological and hydrogeological setting;
 - ground characterization for all relevant work components that may be influenced by geological, geotechnical and hydrogeological conditions including roadways, retaining structures, bridge foundations, natural slopes, excavated cuts, and tunnels;
 - design and construction issues including excavation geometry, stability, support requirements, groundwater inflows and control;
 - disposal of materials including tunnel spoil;
 - instrumentation;
 - groundwater conditions;
 - preliminary proposal for tunnel support; and
 - issues and proposed approach to resolution.
- General arrangement drawings to a level of detail sufficient to clearly show the intent of the design of all tunnel structures proposed for Phase 2 including: plan, profile and cross section drawings showing:
 - at a scale of 1:500 **(full size)**;
 - dimensions, chainages and elevations;
 - tunnel support arrangements and schematic arrangement;
 - final lining arrangements;
 - portal excavation geometry and stabilization measures;
 - drainage schematic arrangement;
 - emergency cross-passage location(s) and details;
 - lighting;
 - fire and life safety arrangements; and
 - power arrangements.

7.1.4 Proposal Section 3.4 - Railway Impact Assessment Report

The Proponent shall prepare a railway impact assessment report to assess design, construction and operational impacts of Phase 2 on CP Rail facilities and operations. The report shall identify and assess:

- Rail-related impacts associated with the design of Phase 2 improvements in accordance with the design criteria and performance specifications provided in **Volume 3 of this RFP; Schedule 5 of the Concession Agreement;**
- Rail-related impacts associated with the construction of Phase 2 improvements and any related decommissioning work; and
- Rail corridor and railway operation impacts associated with Phase 2 improvements.

Issues included, but are not necessarily limited to: access to railway property; public access; track protection during construction; surface drainage and groundwater changes; construction impacts on slope/soils and rock stability; utility and rod crossing impacts.

The Railway Impact Assessment Report shall specifically address the impacts associated with the construction of the new bridge over the railway located on the CP Rail Lands.

The Proponent shall provide, in this report, a letter from CP Rail accepting the design, construction and rail corridor impacts as stated in the report.

7.2 Safety Management Reports

7.2.1 Proposal Section 3.5 - Road Safety Audit

The Proponent must commit to completing a Road Safety Audit at the following stages:

- at the preliminary design offered as part of this Technical Submission for this RFP;
- at the 50% detailed design completion (after award);
- at the 100% detailed design completion (after award);
- as part of any design changes during construction; and
- at the completion of construction for Phase 2 (Pre-opening stage).

The preliminary design safety audit report to be submitted by the Proponent as part of its Proposal must focus on the fundamental principles of the design, shall be based on a review of the Proponent's design, and must document the safety audit team's assessment of the safety performance of the design elements and the interaction of all the road users with the design.

The Road Safety Audits must be conducted by a highly experienced team of safety specialists with the capabilities to fully relate to the unique project issues described below:

- extreme rugged topography;

- curvilinear alignment and steep grades;
- road elevation between 920-1150 metres which is conducive to extreme winter conditions which include snow, freezing conditions, avalanches and the potential for black ice and fog; and
- sudden changes in driving conditions with little or no advance warning (open road surface, tunnel, bridge, all with unique driving characteristics).

The preliminary design Road Safety Audit must describe how the Proponent's design has effectively considered the following:

- consideration of safety for all road users, including those who may be more susceptible to the difficulties presented by highways in difficult terrain and weather conditions;
- collision mitigation measures aimed at eliminating or reducing any identified safety problems;
- consideration towards the frequency and severity of preventable collisions;
- consideration towards the human factor component aimed at accommodating predictable driver **behaviourbehavior** (e.g. drivers approach a bridge surface the same way as they approach any section of highway surface); **and**
- **strategies to address issues of safety and operation prevalent in mountainous terrain due to curvilinear alignments, steep grades, unpredictable surface conditions and any other relevant details as they relate to the proposed bridge(s) and/or tunnel(s).**

The Proponent shall include in the Technical Submission a description of how the safety audit reports for the 50% design, 100% design and at completion of construction for Phase 2 will be undertaken.

All safety audit reports shall as a minimum consider the following:

- general project parameters;
- traffic operation;
- control devices;
- human factors;
- environment; and
- needs of all road users.

7.2.2 Proposal Section 3.6 - Geotechnical Design Report

The Geotechnical Design Reports must conform to the scope of work, design criteria and performance specifications as set out in **Volume 3 of this RFP Schedule 5 of the Concession Agreement**. Geotechnical Design Reports are to be provided for the road alignment and each structure. The **format of the reports is shall be formatted** to follow **the structure of** Technical Bulletin GM9801, "Guidelines for Technical Reports", March 30, 1998. **However, it is recognized that some of the information required to complete the requirements set out in Technical Bulletin GM9801 will not be available until the post-award geotechnical investigations are complete.**

These reports shall demonstrate the Proponent's understanding of geotechnical conditions, constraints and issues and are to include, but not limited to, the following:

Sources of Geotechnical Information

Provide a summary, with reference to sources, of the geotechnical information used in the design development including that obtained through other sources and the Proponent's own field investigations.

Geotechnical Conditions

- brief overview of the geotechnical, geological and groundwater setting with reference to the plans and other documents;
- plans, profiles and significant cross sections, showing borehole locations, generalized stratigraphy, soil/rock units and stick logs of boreholes;
- physical characteristics and occurrences of soil and rock units, including fill;
- measured, estimated or assumed properties for material types, with justification and rationale for selection of design values; and
- estimate of groundwater conditions along the route.

Design Considerations

For geotechnical designs, provide descriptions of geotechnical and groundwater parameters used, and methodology proposed to ensure the conformance with design criteria.

Provide assessments and recommendations for:

- stability in soil and bedrock excavations;
- settlement (total and differential) and stability of embankments;
- stability of waste disposal areas;

- foundation design for structures, including but not limited to a description of the type of soil, preliminary recommendation as to type of foundation, (spread and/or piled footings) and respective elevations, factored bearing capacities. Stability conditions for approach fills and any other recommendations specific to the structure(s) being recommended for Phase 2.

Provide:

- geotechnical assessment of the impact of the construction on CP Rail operations and description of mitigation methods to be used;
- assessment for and mitigation of potential erosion;
- description of assumptions, or deficiencies in information, related to subsurface conditions, including groundwater and pavements, for the proposed designs;
- description of anticipated construction difficulties or concerns due to geotechnical or groundwater conditions; and
- description of the proposed approaches to resolve concerns and issues.

Geotechnical Investigations

Details of work plan for subsurface investigations to be carried out.

Testing and Monitoring

- identification of geotechnical and materials testing, instrumental installation, and monitoring requirements during construction; and
- description of how these requirements will be addressed in the Proponents quality management plan.

Geotechnical Risks

- identify, describe and assess geotechnical risks along the design alignment, including rockfall, debris flow, avalanche, slope movement; and
- describe methodology for mitigation of impacts from risks.

Aggregates

- identification of the proposed material sources and brief history of the quality of materials from that source, and identification of any required permits.

7.2.3 Proposal Section 3.7 - Drainage Design Report

The Drainage Design Report must conform to the scope of work, design criteria and performance specifications as set out in **Volume 3 of this RFP Schedule 5 of the**

Concession Agreement. The Drainage Report must describe the drainage facilities required for Phase 2 and at a minimum, shall provide the following information:

- description of the construction procedures and proposed staging to be used in conformance with the Road Design Report, the Construction Staging Plan and the Environmental Management Plan highlighting how construction of the drainage structures, both temporary and permanent, will be integrated with the overall construction strategy **(cross reference to Proposal Section 4.2 – Construction Staging Plan)**;
- trench, ditch and surface restoration and stabilization methodology;
- a schedule for the work as it pertains to the sediment and drainage management plan;
- construction procedures to limit the potential for erosion and sediment production;
- site specific measures for runoff and drainage management, including drainage from haul roads and any permanent and temporary bridges;
- site specific measures for erosions prevention and control;
- measures for ensuring adequate water quality at points of discharge to streams and other water bodies, including sizes and specifications for any proposed water treatment facilities;
- drawings in suitable scale and detail of mitigation measures coordinated with the other drawing submissions;
- commitment of on-site equipment such as water pumps and materials for erosion, sediment and drainage control to deal with emergency situations that may arise; and
- plan showing drainage catchment areas and related calculations.

7.2.3.1 Drawings

The minimum requirements for drawings to accompany the Drainage Design Report are as follows:

- at a scale of 1:1000 and 1:500 **(full size)** as appropriate;
- show any culverts complete with diameter, length, grade and material type;
- show location of any swales and sedimentation catchment areas;
- show location and form of any environmental works and drainage improvements in sufficient detail to allow comparison to the information already submitted to the environmental agencies and in the CEAA screening report;

- show all ditches with direction of flow.

7.2.4 Proposal Section 3.8 - Pavement Reports

The pavement reports shall be provided for the design of road alignments and all structures.

These reports shall include, but are not limited to the following:

- condition assessment of existing pavements where such pavements are proposed to be incorporated in the new pavement infrastructure;
- preliminary pavement structure design by section including parameters, rationale, criteria, methodology, testing results and recommendations by section;
- preliminary design of pavement structure including rationale, criteria and analysis;
- summary of any geotechnical concerns and outstanding issues;
- quantities, and any outstanding issues such as pit development requirements.

7.2.5 Proposal Section 3.9 - Aesthetics and Landscape Design Report

The Aesthetics and Landscape Design Report must, at a minimum, include the following:

- a brief description of how aesthetics and visual quality will be considered in this project and how Phase 2 will be integrated into the area setting. The Proponent must provide a narrative and illustrations that clearly address its approach to the treatment of the Phase 2 aesthetics issues;
- a brief description of the specific elements of the landscape design with details necessary for the reviewer to assess the plan, including how re-vegetation requirements will be developed and implemented for both functional, e.g., erosion control, and aesthetic purposes;
- a description of how **bridge** aesthetics are accounted for in the **bridge** configuration and surface finishes **of the bridge(s) and retaining wall(s) (cross reference to Proposal Section 3.2 – Structural Design Report) and tunnel portals (cross reference to Proposal Section 3.3 – Tunnel Design Report)**;
- plans showing access to and potential co-development of the joint-use rest area and Rafter's Pullout;
- plans showing proposals for any other points of interest, lookouts etc that the Proponent may propose.

8. Proposal Section 4 - Project Plans

8.1 Proposal Section 4.1 - Construction Management Plan

The Proponent shall provide an outline of their Construction Management Plan describing how the Works will be carried out in a safe, effective manner while demonstrating that the Proponent has the ability to achieve Substantial Completion and all other milestones described in the Concession Agreement.

The Proponent shall address, as a minimum, the following items:

- key issues and constraints affecting construction;
- proposed construction methodologies and work procedures;
- construction sequencing and strategy, including but not limited to:
 - work headings;
 - temporary works;
 - temporary facilities;
 - survey and layout;
 - procurement of fixed plant;
 - sources and handling of bulk materials;
 - disposal and storage of surplus materials;
 - seasonal considerations;
 - access issues and equipment;
 - human resources management;
- proposed hours of work to ensure compliance with all regulatory requirements.

8.2 Proposal Section 4.2 - Construction Staging Plan

The Construction Staging Plan shall conform to the scope of work, design criteria and performance specifications as set out in ~~Volume 3 of this RFP~~ **Schedule 5 of the Concession Agreement**. The Construction Staging Plan must describe the Proponent's approach to construction staging and how that approach is coordinated with the Project Schedule.

The Construction Staging Plan must, at a minimum, provide a description of the construction staging sequence and ties to the Project Schedule and will demonstrate how the Proponent intends to:

- carry out the required construction including identification of all associated major milestones, which must also appear in the Project Schedule;
- provide for local access and operational requirements during construction with a corresponding appropriate level of sensitivity to local issues and must identify any temporary access requirements;
- coordinate construction work when working adjacent to or over the CP Rail right-of-way and plant;
- coordination of construction work when working adjacent to the Phase 1 work underway;
- construct, replace, widen or extend all drainage works and environmental mitigation works;
- construct new embankments;
- construct temporary roadwork and detours, if required;
- close traffic lanes for construction activities, if required;
- install traffic signs.

The Construction Staging Plan shall include a summary description with adequate detail to depict proposed construction staging for all major components including:

- **roads;**
- **structures including a description of the proposed construction strategy such as detours, accessibility requirements and strategy for shipment and erection of structural components that complements the general arrangement drawings;**
- **tunnel(s);**
- **drainage and environmental issues;**
- **rock fall and avalanche catchment;**
- **utility conflicts and relocation proposals;**
- **access;**
- **traffic detours, relocations, laning restrictions; and**

- **construction staging plans at a scale of 1:1000 (full size) clearly showing each major stage of the construction and how it will be achieved.**

8.3 Proposal Section 4.3 - Traffic Management Plan

The Proponent shall submit an outline of its Traffic Management Plan which includes, at a minimum, the following:

- description of the specific construction staging related traffic impacts that are proposed on all major roadway components, if any, showing lane configuration, lane widths, and placement of traffic control devices; e.g., night work, restricted lane work, or traffic barrier installations;
- details of the proposed method of making the **travelling** public and other local stakeholders (i.e. businesses, police, fire department and emergency services) aware of potential impacts to them from construction and staging;
- accesses or intersections affected by the work zone and provisions to maintain accesses/intersections at each stage;
- accesses through and to adjacent properties.

8.4 Proposal Section 4.4 - Environmental Management Plan

The Proponent must submit a summary Environmental Management Plan that shall demonstrate the Proponent's understanding, commitment and ability to manage the requirements of the protection of the environment as described in the Concession Agreement. The CEAA screening submission will be prepared by the Province for the environmental corridor in which the Works are most likely to be performed, and input to that submission is not required from the Proponent. The environmental corridor drawing is posted in the Data Room. If any Works are to be performed outside the boundaries of such corridor, the Concessionaire will be solely responsible for providing the Province with the required information to amend the CEAA screening submission. The Proponent is cautioned that Works outside the environmental corridor boundaries may require a new CEAA screening level review that will be the Concessionaire's responsibility.

This part of the Proposal shall contain the following information as a minimum:

- a description of the formal Environmental Management Plan that the Proponent must put in place to ensure the delivery of construction in accordance with the environmental protection requirements. This description must include all processes, procedures, resources and sequence of tasks that the Proponent will use in its construction activities to address environmental issues. The plan must be of sufficient detail to permit the assessment of construction on environmentally sensitive areas;
- identify impacts on hydrology and potential impacts on groundwater regimes resulting from below ground considerations, and identify any mitigation measures to avoid, reduce or eliminate impacts;

- provide a description of the strategy and approach to the environmental monitoring of the construction work, including a construction mitigation plan for the various stages of the Works;
- show how the drainage management report, sediment management plan and the Environmental Management Plan are coordinated;
- a commitment that the Proponent must revise the Environmental Management Plan and maintain it as a live document throughout the duration of the Works;
- identification of the Proponent's environmental management team members that will be responsible for environmental management and monitoring services, including their credentials **(provide resumes in appendix)**;
- provide a letter of commitment that protection of the environment shall be carried out according to Section 165 (Protection of the Environment) of the Standard Specifications for Highway Construction.

8.5 Proposal Section 4.5 - Construction and User Safety Program

The Proponent must describe the key elements of its proposed construction safety plan.

This Plan must identify any safety issues relating to construction site personnel, visitors to the Site and Adjacent Areas, and members of the public that may be affected by the implementation of the Works and describe the measures that will be used to satisfy the WCB requirements and manage these safety issues.

8.6 Proposal Section 4.6 - Permits and Approvals Plan

Describe the Proponent's plan and intended timeline for obtaining governmental approvals and permits required for the Works. The Proponent's plan shall:

- List the permit and approval requirements of approving agencies anticipated for the Works together with their linkage to the Project Schedule;
- Demonstrate how the proposed work will enable permits and approvals to be obtained in a timely manner to meet the Project Schedule requirements;
- Include a discussion demonstrating the Proponent's understanding of the respective roles and responsibilities of the approving agencies;
- Include a statement of commitment indicating the Proponent's intentions to comply with the environmental management requirements.

8.7 Hours of Work

The Proponent must describe the Proponent's intended hours of work to ensure compliance with all regulatory requirements.

8.8 Proposal Section 4.7 - Risk Management Plan

The Proponent's Proposal must include a report describing the process for identifying and prioritizing the technical and physical risks associated with the **Phase 2** Works as well as the Proponent's plans to mitigate the impact of identified risks and contingency plans to deal with the risks if they actually occur.

The report must also describe the major **Phase 2** Works risks, priority, and mitigation and contingency plans.

8.9 Proposal Section 5 - Asset Management Strategy

The Proponent must provide an Asset Management Strategy that demonstrates the Proponent's compliance with the requirements in Volume 3 - Part C for the **Project Term Contract Period**.

The following two required documents are described in detail:

- Operations and Maintenance Plan;
- Asset Management Plan.

8.9.1 Proposal Section 5.1 - Operations and Maintenance Plan

The Technical Submission must include an Operations and Maintenance Plan, demonstrating the Proponent's material compliance with the requirements of **Volume 3 - Part C Schedule 7 of the Concession Agreement** by indicating the approach to be undertaken to deliver each of the following services for the duration of the Concession Agreement:

- (a) running surface maintenance;
- (b) bridge maintenance;
- (c) winter maintenance;
- (d) snow avalanche program;
- (e) emergency response;
- (f) public relations/customer care;
- (g) employee health and safety; and
- (h) environmental management.

The plan must provide a brief description of the resources to be used to complete the operations and maintenance services identified including labour, plant, materials and

facilities. If the resources have not yet been obtained, details of the proposed procurement source and timing must be provided.

8.9.2 Proposal Section 5.2 - Asset Management Plan

The Technical Submissions must include an Asset Management Plan, demonstrating the Proponent's material compliance with the requirements of **Volume 3 – Part C Schedule 7 of the Concession Agreement** by indicating the approach to be undertaken to deliver asset rehabilitation for the duration of the **Project Term Contract Period** for the following:

- (a) **(i)** highway running surfaces; and
- (b) **(i)** structures.

Each of these indicative plans must reflect:

- understanding of the Key Performance Measures and Asset Preservation Performance Measures;
- understanding of life cycle approach to asset management including the relationship between maintenance and rehabilitation;
- understanding of the approach for asset condition, inspection, work identification, programming, prioritization and delivery of asset rehabilitation;
- use of asset management systems and processes to achieve cost effectiveness; and
- identify/implement innovation to improve performance.

The Asset Management Plan must include a pavement rehabilitation program for the Project that indicates the timing, location and treatments to be carried out during the **Project Term Contract Period**.

The Asset Management Plan must provide a brief description of the resources to be used to complete the asset management services identified including labour, plant, materials and facilities. If the resources have not yet been obtained, details of the proposed procurement source and timing must be provided.

1.3 Multiple Proposals

A Proponent may submit up to three (3) Proposals in total. At least one of those Proposals (the base Proposal) must comply with Sections 1.1 and 1.2 above. For the additional 2nd and 3rd Proposals, where only minor aspects have changed from the base Proposal, Proponents may submit only the changed sections, provided the 2nd and 3rd Proposals each comply with the following conditions:

- **Each Proposal must contain a table identifying where the Proposal is identical and where the Proposal differs from a base proposal. A signed representation must be provided indicating that the table is complete.**

- Any technical change will require a new Financial Model to be submitted along with that proposal.

Whether or not a Proponent submits more than one Proposal only one mark-up of the Definitive Concession Agreement incorporating non-material amendments may be submitted and which mark-up of the Definitive Concession Agreement shall be considered part of each Proposal.

Attachment RFP-5-ii

*Reference: Addendum #RFP-5.53
Appendix 1G*

Original Text

Appendix 1G

Evaluation Categories and Evaluation Criteria

The evaluation of Proposals will be conducted in accordance with Volume 1 – Section 4.3 and will include a completeness review, pass / fail evaluation and a rated evaluation. The rated evaluation will use the criteria described in this appendix.

The Province intends to select the Proposal that offers the best overall value for money and that provides solutions that meet the Project Objectives.

PART ONE: RISK-ADJUSTED NET PRESENT VALUE (60 Points)

A risk-adjusted Net Present Value will be calculated for each Proposal using the proposed Performance Payments, which include:

- Pre-Completion Performance Payments;
- Original Service Period Availability & Safety Payments;
- Enhanced Service Period Availability & Safety Payments;
- Traffic Volume Payments; and
- End of Term Payment.

The assumptions underlying the derivation of each Performance Payment component will be reviewed to assess whether they are reasonable.

The discount rate used to calculate the NPV of the Total Performance Payments will be based on the Province's estimate of the typical weighted average cost of capital of a private sector project of a similar type to the DBFO Project.

For the purposes of consistent evaluation of all Proposals, the following common assumptions will be applied to the evaluation. These common assumptions will only affect calculation of the NPV of the Total Performance Payments to the Concessionaire for the purpose of the evaluation of the risk adjusted NPV. Each Proponent should make its own assumptions as to the Total Performance Payments it will receive in its Financial Model and Financing Plan. However, the Province will use a set of predetermined assumptions and sensitivity tests to assess the net present value and robustness of the Financing Plan. Proponents should demonstrate that their financing plan is robust, as indicated in Section 4.3.3 of Appendix 1F, on the basis of these assumptions:

- (a) Treatment of indexation — The general rate of indexation applied will be an average of 2% per annum over the Term.
- (b) Traffic forecasts — The NPV of Traffic Volume Payments over the Term will be calculated using a probability-weighted methodology based on the Province's

estimates of expected high and low case traffic scenarios based on the Province’s traffic report. The same traffic probabilities will be used in the calculation of the NPV for each individual Proponent’s financial submission. The Province’s traffic report and traffic estimate are included in the Data Room

For the purposes of evaluation, the traffic in each band will be probability weighted as follows:

Traffic Band	Probability weighting
Band 1	100%
Band 2	92.5%
Band 3	50%
Band 4	32.5%
Band 5	Not applicable

The probability weighting will be used in the calculation of the NPV of the Traffic Volume Payments proposed by the Proponent, in their proposal. For example, the expected traffic volume payment for Band 2 in a particular contract year will be calculated as follows, and used as a component in the overall NPV calculation:

Number of PVE in Band 2	x	Proponent bid for traffic in Band 2	x	Probability weighting for Band 2
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- (c) Availability and Safety Payments — Each Proponent will be assumed to receive the full value of the requested availability and safety payments without any deductions. The value of Unavailability Deductions, Performance/Safety Deductions, Traffic Disruption Charges and Payment Retention will, in each case, be assumed to be \$0 for the purposes of evaluation.
- (d) 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.
- (e) **[Pre-Completion Performance Payments — It will be assumed that these will be paid quarterly, based on eligible costs incurred in accordance with the Province’s construction schedule and budget, to a maximum of \$62.5 million in total. The assumed NPV of these payments will be provided to Proponents.]**
- (f) Discount rate — It will be assumed that the Proponents’ Performance Payments under the Concession Agreement will be discounted back at 7.5% (nominal).

- (g) The following timing assumptions will be used:

Term	25 years
Original Service Period	48 months
Enhanced Service Period	21 years
Financial Close	September 30, 2005
End of Term	September 30, 2030

Points will be awarded as follows:

- The Proposal with the lowest risk-adjusted NPV of Performance Payments over the term of the Concession will be awarded 60 Points.
- The other Proposals will be awarded points based on the following equation:

$$P_b = 60 \{1 - [(NPV_b - NPV_a) / NPV_a]\}$$

Where:

P_b =The number of points awarded to 'Proposal b ', a Proposal that does not have the lowest NPV.

NPV_a =The NPV of the Proposal with the lowest NPV, 'Proposal a '.

NPV_b =The NPV of Proposal b .

PART TWO: TECHNICAL CAPABILITY (10 Points)

Proposals that provide technical submissions that exceed the Minimum Submission Requirements and more comprehensively address the key issues inherent in the Proponent's design in the categories listed in Table 1G-1 below will score higher. Proposals that do not exceed the Minimum Submission Requirements will score zero (0) points. The Proposal that most exceeds the Minimum Submission Requirements in each category separately will be awarded all available points under that category. Other Proposals will be awarded points relative to the quality of their submission.

Table 1G-1 – Technical Capability Points Allocation

Item	Description	Available Points
1	Road Design Report	5 points
2	Structural Design Report	
3	Road Safety Audits	
4	Geotechnical Design Report	
5	Drainage Design Report	
6	Construction Management Plan and Construction Staging Plan	3 points
7	Environmental Management Plan	
8	Quality Management Plan	
9	Committed technical staffing that offers higher levels of experience and technical competence in designing rural highways in mountainous terrain	1 point
10	Comprehensive committed solutions to the joint use Rest Area and Rafter's Pullout	1 point
	Total Points Available	10 points

PART THREE: COMMERCIAL CAPABILITY (10 Points)

Proposals that offer certainty of commercial and financial terms will be scored higher. As the Province will select a Preferred Proponent at the RFP stage, Proponents are expected to provide the highest level of commitment and the greatest amount of detail possible in their Financial Plan upon submission of their Proposals.

A Proposal that demonstrates a lower level of execution risk will be scored higher. Aspects of a Proposal that demonstrate an ability to achieve Financial Close and permit execution of the Concession Agreement in a timely manner with minimal execution risk may include:

- The existence of timetables with detailed steps and conditions precedent required to permit execution of the Concession Agreement.
- The existence of timetables with detailed steps and conditions precedent required to achieve Financial Close.
- The extent of financial commitment above and beyond the minimum requirements.
- Evidence of team integration and the nature of the contractual relationships between the team members of the Proponent, eg. signed contracts, subcontracting strategy, completion support, bonding provided to the Proponent.

- The absence of qualifications to the Proposal, eg. market flex clauses, material adverse change clauses.

PART FOUR: PHASE 2 SAFETY ENHANCEMENTS (20 Points)

The Province values the safety of travellers using public transportation facilities. This includes all users and all modes of transportation.

The Province's objective for highway safety specific to the Highway, is to achieve a significant improvement in the safety performance (a reduction in the current vehicle collision frequency and severity) so that the Highway performs as well as or better than similar modern high-speed controlled access arterial highways.

The Highway is located within the Kicking Horse Canyon with a road elevation that varies between 900 m and 1150 m above sea level. At those elevations weather can change very quickly from above to below the freezing level resulting in unexpected conditions including snow, freezing rain, black ice and fog. There is a potential that the Phase 2 alignment could result in little or no notice to the driver of sudden and extreme changes in road characteristics as it traverses from open road and/or tunnel and to a long high bridge.

Reduction of the negative effects of weather and extreme changes in road characteristics is an important Provincial objective. To ensure the Provincial objectives are met the Proposals will be evaluated in terms of the safety enhancements of the Phase 2 design they offer using the following safety related criteria:

1. Horizontal Alignment On Bridge Structures And In Tunnels

- The minimum horizontal curve radius allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is greater than 440 m on bridge structures and in tunnels.
- Proposals that provide a radius larger than 440 m on bridge structures and in tunnels will score higher. Proposals with a curve radius of 440 m on bridge structures or in tunnels will score zero (0) points. The Proposal that provides the largest radius on bridge structures will score three and a half (3.5) points. Other Proposals will be awarded less than three and a half (3.5) points depending on the relative value of the larger radius offered in the Proposal. A maximum score of three and a half (3.5) points are available.

2. Vertical Grade On Bridge Structures And In Tunnels

- The maximum grade allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is less than 6% on bridge structures and in tunnels.
- Proposals that provide a grade less than 6% on bridge structures and in tunnels will score higher. Proposals with a grade of 6% on bridge structures or in tunnels will score zero (0) points. The Proposal that provides the lowest grade on bridge structures will score three and a half (3.5) points. Other Proposals will be awarded less than three and a half (3.5) points depending on the relative value of the lower grade offered in the Proposal. A maximum score of three and a half (3.5) points are available.

3. Geometry In Transition Areas To Bridge Structures And Tunnels

- Driver expectations are often challenged at transition areas between highway elements. Transitions between open road and tunnel, tunnel and open road, tunnel and bridge structure and open road and bridge structure are of particular concern. Sudden change in the context of driver expectation and change in the friction factor between the vehicle tires and the road surface at these points can lead to accidents.
- Proposals that provide improved geometry at transition areas at bridge structures and tunnels will be awarded up to two (2) points. The proposal that provides the most value relative to this criteria will be awarded two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the geometry in transition areas offered in the Proposal.
- Decision sight distance and centripetal force among other things will be used to evaluate each Proposal under this category.

4. Horizontal Alignment In All Areas Except On Bridge Structures And In Tunnels

- The minimum horizontal curve radius allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is 440 m.
- Proposals that provide an average radius larger than 440 m for all curves except those located on bridge structures and in tunnels, which are evaluated separately under Item 1 above, will score higher. The Proposal with the largest average radius will score two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the larger average radius offered in the Proposal. Proposals with an average curve radius of 440 m will score zero (0) points. A maximum of two (2) points are available.

5. Vertical Grade In All Areas Except On Bridge Structures And In Tunnels

- The maximum grade allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is 6%.
- Proposals that provide an average grade less than 6% for all areas except those located on bridge structures and in tunnels, which are evaluated separately under Item 2 above, will score higher. Proposals with an average grade of 6% will score zero (0) points. The Proposal that provides the lowest average grade will score two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the lower average grade offered in the Proposal. A maximum of two (2) points are available.

6. Coordination Of Horizontal And Vertical Geometry

- TAC Section 2.1.4 describes the coordination of horizontal and vertical geometry including: blending of the road with the surrounding topography; independent alignments for each roadway on a divided facility; continuous curvilinear design; and integration of horizontal and vertical geometry.
- Proposals that provide improved coordination between horizontal and vertical geometry in the context of TAC Section 2.1.4, will be awarded up to two (2) points. The proposal that provides the best coordination of horizontal and vertical geometry

- will score two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value related to coordination of horizontal and vertical geometry offered in the Proposal.
7. Access To Joint Use Rest Area And Rafter's Pullout
- Access to the joint use Rest Area and Rafter's Pullout must be provided in a manner that will respect the Highway approach grades, turning sight distances, conflicting traffic movements, anticipated traffic volumes and other related factors.
 - Proposals that provide improved access to the joint use Rest Area and Rafter's Pullout will be awarded up to two (2) points. Proposals that do not exceed the Minimum Proposal Requirement will score zero (0) points. The Proposal that provides the most improved access to the joint use Rest Area and Rafter's Pullout will be awarded two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the improved access offered in the Proposal.
8. New Park Bridge Over The Kicking Horse River
- The consistency of the driving characteristics on the new Park Bridge vis-à-vis the balance of the Phase 2 highway, including design cross section, surface traction, lighting are important elements that will enhance safe traffic operations.
 - Proposals that provide more consistent driving characteristics on the new Park Bridge will be awarded up to three (3) points. Proposals that do not exceed the Minimum Proposal Requirement will score zero (0) points. The Proposal that provides the most consistent driving characteristics vis-à-vis the balance of the Phase 2 highway will be awarded three (3) points. Other Proposals will be awarded less than three (3) points depending on the relative value of the driving characteristics offered in the Proposal.

Table 1G-2 - Safety Points Allocation

Item	Description	Available Points
1	Horizontal Alignment On Bridge Structures And In Tunnels	3.5 points
2	Vertical Grade On Bridge Structures And In Tunnels	3.5 points
3	Geometry In Transition Areas To Bridge Structures And Tunnels	2 points
4	Horizontal Alignment In All Areas Except On Bridge Structures And In Tunnels	2 points
5	Vertical Grade In All Areas Except On Bridge Structures And In Tunnels	2 points
6	Coordination of Horizontal And Vertical Geometry	2 points
7	Access To Joint Use Rest Area And Rafter's Pullout	2 points
8	New Park Bridge Over The Kicking Horse River	<u>3 points</u>
	Total Points Available	20 points

Attachment RFP-5-ii

*Reference: Addendum #RFP-5.53
Appendix 1G*

Revised Text

Appendix 1G

Evaluation Categories and Evaluation Criteria

The evaluation of Proposals will be conducted in accordance with Volume 1 – Section 4.3 and will include a completeness review, pass / fail evaluation and a rated evaluation. **The pass / fail evaluation incorporates the requirement that each Proposal is below the stated maximum NPV of \$197 Million.** The rated evaluation will use the criteria described in this appendix.

The Province intends to select the Proposal that offers the best overall value for money and that provides solutions that meet the Project Objectives.

In the case of multiple Proposals from one or more Proponents, each Proposal will be evaluated simultaneously against all other Proposals, including Proposals from the same Proponent.

PART ONE: RISK-ADJUSTED NET PRESENT VALUE (60 Points)

A risk-adjusted Net Present Value will be calculated for each Proposal using the proposed Performance Payments, which include:

- Pre-Completion Performance Payments;
- Original Service Period Availability & Safety Payments;
- Enhanced Service Period Availability & Safety Payments;
- Traffic Volume Payments; and
- End of Term Payment.

The assumptions underlying the derivation of each Performance Payment component will be reviewed to assess whether they are reasonable.

~~The discount rate used to calculate the NPV of the Total Performance Payments will be based on the Province's estimate of the typical weighted average cost of capital of a private sector project of a similar type to the DBFO Project.~~

For the purposes of consistent evaluation of all Proposals, the following common assumptions will be applied to the evaluation. These common assumptions will only affect calculation of the NPV of the Total Performance Payments to the Concessionaire for the purpose of the evaluation of the risk adjusted NPV. Each Proponent should make its own assumptions as to the Total Performance Payments it will receive in its Financial Model and Financing Plan. However, the Province will use a set of predetermined assumptions and sensitivity tests to assess the net present value and robustness of the Financing Plan. Proponents should demonstrate that their financing plan is robust, as indicated in **Proposal** Section **4.3.33** of **Package 3 in** Appendix 1F, on the basis of these assumptions:

- (a) Treatment of indexation — The general rate of indexation applied will be an average of 2% per annum over the Term.
- (b) Traffic forecasts — The NPV of Traffic Volume Payments over the Term will be calculated using a probability-weighted methodology based on the Province’s estimates of expected high and low case traffic scenarios based on the Province’s traffic report. The same traffic probabilities will be used in the calculation of the NPV for each individual Proponent’s financial submission. The Province’s traffic report and traffic estimate are included in the Data Room

For the purposes of evaluation, the traffic in each band will be probability weighted as follows:

Traffic Band	Probability weighting
Band 1	100%
Band 2	92.5%
Band 3	50%
Band 4	32.5%
Band 5	Not applicable

The probability weighting will be used in the calculation of the NPV of the Traffic Volume Payments proposed by the Proponent, in their proposal. For example, the expected traffic volume payment for Band 2 in a particular contract year will be calculated as follows, and used as a component in the overall NPV calculation:

Number of PVE in Band 2	x	Proponent bid for traffic in Band 2	x	Probability weighting for Band 2
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- (c) **The Province’s traffic forecasts are currently on a calendar year basis. Assuming a Financial Close of September 30, this calendar year traffic forecast will be adapted to the September to September fiscal year.**

This will be done by assuming an even distribution of traffic throughout the calendar year, and corresponding the proportion of traffic in each calendar year to the proportion of the fiscal year that the calendar year represents.

e.g

- **If fiscal year 10 = Sept 30 to Dec 31 of calendar year 9 and Jan 01 to Sept 29 of calendar year 10; and**
- **If traffic forecast for calendar year 9 is 100 PVE, and traffic forecast for calendar year 10 is 120 PVE;**

- **Then traffic forecast for fiscal year 10 = (25% x 100 PVE) + (75% x 120 PVE).**
- (d) **Heavy Vehicle Assumption: It will be assumed that 22% of AADT will be Heavy Vehicles.**
- (e) **(c) Availability and Safety Payments — Each — It will be assumed that each Proponent will be assumed to receive the full value of the requested availability and safety payments without any deductions. The value of Unavailability Deductions, Performance & Safety Deductions, Traffic Disruption Charges and Payment Retention Retentions will, in each case, be assumed to be \$0 for the purposes of evaluation.**
- (f) **(d) End of Term Payment — Each — It will be assumed that each Proponent is assumed to will receive the 100% of the gross End of Term Payment as per the amount stated in each Proponent’s Proposal.**
- (g) **(e) [Pre-Completion Performance Payments — It will be assumed that these payments will be paid quarterly, based on eligible costs incurred in accordance with the Province’s semi-annually in equal installments during the construction schedule and budget, to a maximum of \$62.5 million in total period. The assumed NPV of these payments will be provided to Proponents.] \$56 million.**
- (h) **(f) Discount rate — It will be assumed that the Proponents’ NPV of the Total Performance Payments under the Concession Agreement will be discounted back at 7.5% calculated using a discount rate of 7.5% per annum (nominal).**
- (i) **(g) The following timing assumptions will be used:**

Term	25 years
Original Service Period	48 months
Enhanced Service Period	21 years
Financial Close	September 30, 2005
End of Term	September 30, 2030

NPV Points will be awarded as follows:

- The Proposal with the lowest risk-adjusted NPV of Performance Payments over the term of the Concession will be awarded 60 Points.
- The other Proposals will be awarded points based on the following equation:

$$P_b = 60 \{1 - [(NPV_b - NPV_a) / NPV_a]\}$$

Where:

P_b = The number of points awarded to 'Proposal b', a Proposal that does not have the lowest NPV.

NPV_a = The NPV of the Proposal with the overall lowest NPV, 'Proposal a'.

NPV_b = The NPV of the Proposal b for which points are to be determined

Risk adjustment is an important concept throughout the evaluation methodology. Risk adjusting will allow a like-for-like comparison to ensure a fair evaluation process. The likelihood of material risk adjustment is expected to be low because the Province is not permitting Proponents to make material changes to the Concession Agreement. The purpose of risk adjustment is in part to ensure realistic assumptions for any issues which have the potential to change prior to financial close.

In this context, it is essential that the evaluation forms a view of the reasonableness of the Proposal. In other words, the likelihood that the Proposal will be capable of being delivered once the Proposals are committed and binding.

If there are significant and unexplained differences between a Proposal and general market practice, and/or the Proposals made by the other Proponent, then the Proponent will be asked to explain those differences. If the Proponent does not provide adequate explanation, then the Evaluation Committee may consider and recommend a risk adjustment to the Submission. This risk adjustment would be made through the Financial Model to bring the price proposal of the Proponent to a level consistent with general market practice for that particular risk.

Risk adjustment may be used to distinguish between a conforming submission and materially conforming submissions. Any risk adjustment applied will be the product of the collective wisdom of the Evaluation Committee and their advisors, and will be fully documented.

The likelihood of risk adjustment is expected to be small because:

- The Province has been pro-active and worked through the key issues of the Concession Agreement;
- The Province requires a high level of commitment; and
- Proponents are bidding on a common Concession Agreement.

PART TWO: TECHNICAL CAPABILITY (10 Points)

Proposals that provide technical submissions that exceed the Minimum Submission Performance Requirements and more comprehensively address the key issues inherent in the Proponent's design in the categories listed in Table 1G-1 below will score higher. Proposals that do not exceed the Minimum Submission Performance Requirements will score

zero (0) points. The Proposal that most exceeds the Minimum **Submission Performance** Requirements in each category separately will be awarded all available points under that category. Other Proposals will be awarded points **relative according** to the quality of their submission.

Table 1G-1 – Technical Capability Points Allocation

Item	Description	Available Points
1	Road Design Report	56 points
2	Structural Design Report	
3	Road Safety Audits	
4	Geotechnical Design Report	
5	Drainage Design Report	
6	Construction Management Plan and Construction Staging Plan	3 points
7	Environmental Management Plan	
8	Quality Management Plan	
9	Committed technical staffing that offers higher levels of experience and technical competence in designing rural highways in mountainous terrain	1 point
109	Comprehensive committed solutions to the joint use Rest Area and Rafter's Pullout	1 point
	Total Points Available	10 points

PART THREE: COMMERCIAL CAPABILITY (10 Points)

Proposals that offer certainty of commercial and financial terms will be scored higher. **As the Province will select a Preferred Proponent at the RFP stage,** Proponents are expected to provide the highest level of commitment and the greatest amount of detail possible in their Financial Plan upon submission of their Proposals.

1. Robustness of financial plan (2 points)

Proposals that are considered more robust will score higher. A robust capital structure and financing plan will evidence that sufficient risk capital is in place to accommodate a reasonable range of downside risks in the context of the Proponent's proposed Payment Mechanism without triggering default or step-in. Factors which will be considered include: the headroom offered by forecast project cash flows above the debt covenants; the annual debt service coverage ratios; the resilience of the financial model to downside sensitivities; the long term commitment of Risk Capital in the DBFO Project, maturities of

the debt and amortization profile, Province's exposure to interest rate risk, and other considerations relevant to the Province.

Assuming that Proponents' financing plan can be executed, the robustness assessment will examine whether appropriate buffers are in place to shield against downside risk to maintain the robustness of the financing plan and capital structure, as well as to maintain the solvency of the Concessionaire.

2. Extent to which the financial commitment exceeds the minimum requirements (2 points)

A Proposal that demonstrates a lower level of execution ~~risk~~risks will be scored higher. ~~Aspects of a Proposal that demonstrate an ability to achieve Financial Close and permit execution of the Concession Agreement in a timely manner with minimal execution risk may include:~~ Factors which will be considered include: certainty and level of commitment of debt providers or arrangers; certainty and level of commitment of equity providers; execution risk associated with finance strategy; and other considerations relevant to the Province.

- ~~The existence of timetables with detailed steps and conditions precedent required to permit execution of the Concession Agreement.~~
- ~~The existence of timetables with detailed steps and conditions precedent required to achieve Financial Close.~~
- ~~The extent of financial commitment above and beyond the minimum requirements.~~
- ~~Evidence of team integration and the nature of the contractual relationships between the team members of the Proponent, eg. signed contracts, subcontracting strategy, completion support, bonding provided to the Proponent.~~

3. Time to reach financial close (2 points)

Proposals which provide detailed timetables evidencing a shorter time period from commercial close to financial close will score higher. Factors which will be considered include: status of documentation; conditions precedent to financial close; status of subcontracting arrangements where relevant; status of any corporate covenants, guarantees, letters of credit, bonding or other performance securities; status of insurance; status of third party reports (where required); status of credit rating (where required); and other considerations relevant to the Province.

4. Commercial terms (4 points)

- ~~The absence of qualifications to the Proposal, eg.~~ will result in higher scores. Factors which will be considered include: any qualifications in the financing commitment such as market flex clauses, material adverse change clauses, etc; any qualifications in the equity commitment; any qualifications in the sub-contracts; any qualifications in any other project documentation; and other considerations relevant to the Province.

Table 1G-2 – Commercial Capability Points Allocation

Item	Description	Available Points
1	Robustness of Financial Plan	2 points
2	Extent to which the financial commitment exceeds the minimum requirements	2 points
3	Time to reach financial close	2 points
4	Commercial Terms	4 points
	Total Points Available	10 points

PART FOUR: PHASE 2 SAFETY ENHANCEMENTS (20 Points)

The Province values the safety of **travellers** using public transportation facilities. This includes all users and all modes of transportation.

The Province’s objective for highway safety specific to the Highway, is to achieve a significant improvement in the safety performance (a reduction in the current vehicle collision frequency and severity) so that the Highway performs as well as or better than similar modern high-speed controlled access arterial highways.

The Highway is located within the Kicking Horse Canyon with a road elevation that varies between 900 m and 1150 m above sea level. At those elevations weather can change very quickly from above to below the freezing level resulting in unexpected conditions including snow, freezing rain, black ice and fog. There is a potential that the Phase 2 alignment could result in little or no notice to the driver of sudden and extreme changes in road characteristics as it traverses from open road and/or tunnel and to a long high bridge.

Reduction of the negative effects of weather and extreme changes in road characteristics is an important Provincial objective. To ensure the Provincial objectives are met the Proposals will be evaluated in terms of the safety enhancements of the Phase 2 design they offer using the following safety related criteria:

1. Horizontal Alignment **On** Bridge Structures **And** In Tunnels
 - The minimum horizontal curve radius allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is greater than 440 m on bridge structures and in tunnels.
 - Proposals that provide **a radius** larger than 440 m on bridge structures and in tunnels will score higher. Proposals **with a** **average** curve **radius** of 440 m on bridge structures or in tunnels will score zero (0) points. The Proposal that provides the largest **radius** on bridge structures **or in tunnels** will score three and a half (3.5) points. Other Proposals will be awarded less than three and a half (3.5) points depending on the relative value of the **larger radius** offered in **the Proposal**. A maximum score of three and a half (3.5) points are available.

2. Vertical Grade **On** Bridge Structures **And** In Tunnels

- The maximum grade allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is less than 6% on bridge structures and in tunnels.
- Proposals that provide a grade less than 6% on bridge structures and in tunnels will score higher. Proposals with a grade of 6% on bridge structures or in tunnels will score zero (0) points. The Proposal that provides the lowest **average** grade on bridge structures **and in tunnels** will score three and a half (3.5) points. Other Proposals will be awarded less than three and a half (3.5) points depending on the relative value of the **lower average** grade offered in **the Proposal those Proposals**. A maximum score of three and a half (3.5) points are available.

3. Geometry In Transition Areas To Bridge Structures And Tunnels

- Driver expectations are often challenged at transition areas between highway elements. Transitions between open road and tunnel, tunnel and open road, tunnel and bridge structure and open road and bridge structure are of particular concern. Sudden **change changes** in the context of driver **expectation expectations** and **change changes** in the friction factor between the vehicle tires and the road surface at these points can lead to accidents.
- Proposals that provide improved geometry at transition areas at bridge structures and tunnels will be awarded up to two (2) points. The proposal that provides the most value relative to this **criteria criterion** will be awarded two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the geometry in transition areas offered in **the Proposal those Proposals**.
- Decision sight distance and centripetal force, among other things, will be used to evaluate each Proposal under this category.

4. Horizontal Alignment **In** All Areas Except On Bridge Structures And In Tunnels

- The minimum horizontal curve radius allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is 440 m.
- Proposals that provide an average **radius curve radii** larger than 440 m for all curves except those located on bridge structures and in tunnels, which are evaluated separately under Item 1 above, will score higher. The Proposal with the largest average **radius curve radii** will score two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the **larger** average **radius curve radii** offered in **the Proposal those Proposals**. Proposals with an average curve radius of 440 m will score zero (0) points. A maximum of two (2) points are available.

5. Vertical Grade **In** All Areas Except On Bridge Structures And In Tunnels

- The maximum grade allowed by the roadway design criteria stated in Volume 3, Section 2.3.1 is 6%.
- Proposals that provide an average grade less than 6% for all areas except those located on bridge structures and in tunnels, which are evaluated separately under

- Item 2 above, will score higher. Proposals with an average grade of 6% will score zero (0) points. The Proposal that provides the lowest average grade will score two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the **lower** average grade offered in **the Proposal** those **Proposals**. A maximum of two (2) points are available.
6. Coordination **Of** Horizontal And Vertical Geometry
- TAC Section 2.1.4 describes the coordination of horizontal and vertical geometry including, **among other things**: blending **of** the road with the surrounding topography; independent alignments for each roadway on a divided facility; continuous curvilinear design; and integration of horizontal and vertical geometry.
 - Proposals that provide improved coordination between horizontal and vertical geometry in the context of TAC Section 2.1.4, will be awarded up to two (2) points. The proposal that provides the **best** coordination of horizontal and vertical geometry **with the most value** will score two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value related to coordination of horizontal and vertical geometry offered in **the Proposal** those **Proposals**.
7. Access To Joint Use Rest Area **And** Rafter's Pullout
- Access to the joint use Rest Area and Rafter's Pullout **at the intersection with the Trans Canada Highway** must be provided in a manner that will respect the Highway approach grades, turning sight distances, conflicting traffic movements, anticipated traffic volumes and other related factors.
 - Proposals that provide improved access to the joint use Rest Area and Rafter's Pullout **at the Trans Canada Highway** will be awarded up to two (2) points. Proposals that do not exceed the Minimum Proposal Requirement will score zero (0) points. The Proposal that provides the most improved access to the joint use Rest Area and Rafter's Pullout **at the Trans Canada Highway** will be awarded two (2) points. Other Proposals will be awarded less than two (2) points depending on the relative value of the improved access offered in **the Proposal** those **Proposals**.
8. New Park Bridge **Over** The Kicking Horse River
- The consistency of the driving characteristics on the new Park Bridge vis-à-vis the balance of the Phase 2 highway, including **but not limited to**: design cross section, surface traction, **and** lighting are important elements that will enhance safe traffic operations.
 - Proposals that provide more consistent driving characteristics on the new Park Bridge will be awarded up to three (3) points. Proposals that do not exceed the Minimum Proposal Requirement will score zero (0) points. The Proposal that provides the most consistent driving characteristics vis-à-vis the balance of the Phase 2 highway will be awarded three (3) points. Other Proposals will be awarded less than three (3) points depending on the relative value of the driving characteristics offered in **the Proposal** those **Proposals**.

Table 1G-23 - Safety Enhancements Points Allocation

Item	Description	Available Points
1	Horizontal Alignment On Bridge Structures And In Tunnels	3.5 points
2	Vertical Grade On Bridge Structures And In Tunnels	3.5 points
3	Geometry In Transition Areas To Bridge Structures And Tunnels	2 points
4	Horizontal Alignment In All Areas Except On Bridge Structures And In Tunnels	2 points
5	Vertical Grade In All Areas Except On Bridge Structures And In Tunnels	2 points
6	Coordination of Horizontal And Vertical Geometry	2 points
7	Access To Joint Use Rest Area And Rafter's Pullout	2 points
8	New Park Bridge Over The Kicking Horse River	3 points
	Total Points Available	20 points