

**THE CITY OF EDMONTON**  
**DESIGN-BUILD AGREEMENT**  
**CAPITAL LINE SOUTH LRT EXTENSION**

***Schedule 23***  
***Extracts from Bid***

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## SCHEDULE 23

### EXTRACTS FROM BID

#### 1. Background

##### 1.1 General

As provided for in the RFP all or certain portions of Design-Builder's Bid (as defined in the RFP) may be incorporated into and made part of this Agreement. This Agreement has been finalized and the Bid Extracts have been selected on the basis set out in the RFP.

##### 1.2 Selection of Extracts

As confirmed in the RFP, the City determined in its discretion which parts of Design-Builder's Bid have been incorporated by reference or otherwise into this Agreement. The City has, however, voluntarily conferred and consulted with the Preferred Bidder (as defined in the RFP) and Design-Builder and taken their input in finalizing the City decisions.

##### 1.3 Location of Extracts

As confirmed in the RFP, the City determined in its discretion the parts or sections of this Agreement where the Bid Extracts will be added or referred to in this Agreement and any additional wording required to be made to this Agreement to confirm their inclusion based on the subject matter of the Bid Extracts. The City has, however, voluntarily conferred and consulted with the Preferred Bidder and Design-Builder and taken their input in finalizing the City decisions.

##### 1.4 Purpose and Interpretation Principles

The purpose of incorporating the Bid Extracts into this Agreement is to further define, describe and clarify the Project Work and the Project Requirements. The contract interpretation principles set out in Section 21.15 [*Order of Precedence*] of this Agreement have been adopted to clarify contract intent and to manage any potential conflicts or inconsistencies in the interpretation of the Bid Extracts with the rest of this Agreement.

#### 2. Listing of Bid Extracts

##### 2.1 Appendix

Set out in the attached Appendix 23A [*Bid Extract Listing*] of this Schedule are the Bid Extracts. The following Bid Extracts are superseded by certain revisions to the Design and Construction Requirements which have been incorporated by agreement of the Parties after the submission of the Design-Builder's Bid:

(a) [REDACTED]

(b) [REDACTED]

#### 3. Contract Interpretation Principles

##### 3.1 Potential Deficiencies

Notwithstanding that deficiencies may exist in the Bid Extracts, Design-Builder continues to be fully bound to perform all of its obligations under this Agreement. The City is not responsible for identifying deficiencies in the Bid Extracts and irrespective of whether the City has identified or has failed to identify

any such deficiencies, Design-Builder is not relieved in any way from meeting all of its Project Work requirements and other obligations of this Agreement.

### **3.2 Bid Superseded**

Except for those parts of Design-Builder's Bid which are incorporated by reference into this Agreement by the Bid Extracts, Design-Builder's Bid shall be superseded entirely by this Agreement and rendered null and void, and shall not be relied upon or used by Design-Builder, the City or anyone else (including anyone pursuant to Schedule 20 [*Dispute Resolution Procedure*] or any arbitral body or any court) in any way to interpret or qualify the Project Work, any obligations or liabilities of Design-Builder, or anything else contained in this Agreement.

### **3.3 Substitutions**

Subject to Section 3.4 [*Safety and Environment*] of this Schedule:

- (a) the construction (including civil, electrical, mechanical or other construction) methodologies and sequences described in the Bid Extracts are based on preliminary designs. The actual construction methodologies and sequences will be developed to suit the final designs and actual Site conditions and circumstances; and
- (b) Design-Builder shall be entitled to substitute the construction equipment described in the construction methodologies and sequences with equipment suited to the final design, site conditions, schedule improvement and availability.

### **3.4 Safety and Environment**

For greater certainty, in no event shall the developments or substitutions contemplated by Section 3.3(a) or Section 3.3(b) of this Schedule establish lower levels of safety or environmental protection than the methodologies, sequences and construction equipment described in the Bid Extracts.

**APPENDIX 23A  
BID EXTRACT LISTING**

Table A-1 sets out the electronic files containing the Bid Extracts that have been derived from the Technical Bid and prepared in “PDF” and “DWG” format. Portions of the Technical Bid that do not form part of the Bid Extracts have been redacted as shown by the blacked out areas of text. The grey highlighted text are the questions that formed a part of the RFP and have been kept for reference only. The grey highlighted text does not form part of the Bid Extracts.

Table A-1: Bid Extract Files