



REQUEST FOR PROPOSALS NO. 921382

VOLUME 1 of 2: INSTRUCTIONS TO PROPONENTS

VALLEY LINE LRT – STAGE 1

10 September 2014

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VOLUME 2 – PROJECT AGREEMENT

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1. DOCUMENT OVERVIEW AND INITIAL PROCESS ITEMS

The City of Edmonton (the “City”) invites Proponents to participate in its Request for Proposals phase (“RFP”) of the Project Procurement Process for the Valley Line LRT - Stage 1 (the “Project”) in accordance with the instructions in this document, Volume 1 – Instructions to Proponents (“ITP”).

On 23rd April 2014, the City issued a Request for Qualifications (“RFQ”) for the Project. Five submissions to the RFQ were received by the deadline of 17th June 2014. A short-list of three Proponents was determined by the City for participation in the RFP. The three Proponents are (in alphabetical order):

- Moving YEG;
- River City Transit; and
- TransEd Partners.

Only the Proponents are invited to participate in the RFP.

As set out in this ITP, the RFP requires, among other items, Technical Proposals and a Financial Proposal (collectively the “Proposals”) from the three Proponents. The outcome of the RFP is limited to identifying and selecting the Proponent that has submitted a complete and acceptable Technical Proposal aligned with the requirements of the Project Agreement and that also offers the lowest total net present value to the City over the full term of the Project, as set out in its corresponding Financial Proposal (the Preferred Proponent).

The City will determine in its sole discretion whether Proposals are “complete and acceptable” according to the submission requirements, evaluation criteria and terms reflected in this entire ITP document and specifically in accordance with Sections 8.2 and 8.6.

1.1 Participation Agreement

In order to proceed through the Project Procurement Process to selection of Preferred Proponent to Commercial and Financial Closings, each Proponent, and each of their respective Team Members, must sign and deliver to the Contract Person a Participation Agreement in the form attached as Appendix C. The Participation Agreement confirms (a) which of the terms of this RFP are legally binding on Proponents and on the City; (b) the confidentiality obligations that apply to the Proponents and Team Members and the City and all of their respective employees, representatives, contractors, consultants and advisors; and (c) the discretionary right of the City to accept or reject Submissions or Proposals or to modify or cancel the Project Procurement Process at any time and on any terms the City may decide in its sole discretion.

1.2 RFP Documents

The RFP Documents consist of:

- 1) This Volume 1 - Instructions to Proponents (“ITP”);

- a) Section 1 to 8 – which shall be publicly disclosed in redacted form;
 - b) Appendices A to G - which shall be publicly disclosed in redacted form; and
 - c) Appendices H to O – which shall not be publicly disclosed.
- 2) Volume 2 – the initial draft Project Agreement including all related schedules, appendices and attachments) available on the RFP Administration Portal – which shall not be publicly disclosed.
 - 3) Addenda to the RFP Documents, if any.

The official versions of the RFP Documents and addenda are the digital versions that are posted on the RFP Administration Portal.

The City is committed to maintaining a high level of public accountability and transparency throughout the Project Procurement Process. Accordingly, the City will share, in redacted form, this ITP with the public within 30 days of the issuance date. The City may, as it deems necessary in fulfilling its commitments to the public and without jeopardizing its bargaining position in the Project Procurement Process, may make additional documentation available to the public either wholly or in redacted form over the course of the Project Procurement Process.

In addition to the RFP Documents, the City will make available to Proponents, relevant background information via the Data Room, available for access through the RFP Administration Portal. The RFP Documents and any supporting information from the Data Room or otherwise provided by the City are being made available only to Proponents, except where expressly stated otherwise. The RFP Documents and access to the Data Room is being made available subject to the Proponents execution of the Participation Agreement enclosed as Appendix C.

Defined terms that are specific to this ITP are listed in Appendix A. The defined terms of the Project Agreement, as set out in Project Agreement Schedule 1 - Definitions, shall also be applicable to this ITP. In the event of an inconsistency or conflict between Volume 1 and Volume 2 of the RFP Documents, Volume 2 shall prevail.

1.3 Rules of Engagement

All correspondence or contact by Proponents with the City in respect of the RFP must be directly and only with the Contact Person. Failure to restrict correspondence and contact to the Contact Person may result in the rejection of a Proponent Proposal and the termination of the Proponent's right to continue in the Project Procurement Process. Contact using the RFP Administration Portal shall be deemed to be with the Contact Person.

A Proponent's primary and secondary contacts may be contacted by the Process Coordinator (see Section 1.4), as necessary, on behalf of the Contact Person.

1.4 RFP Initiation Information

Project:	Valley Line LRT – Stage 1
Proponent Information Meeting:	22 September 2014, 09:30 MT (Registration open) [Redacted]
Technical Information Sessions:	23 September 2014 to 25 September 2014, each day beginning 09:00 MT [Redacted]
Proponent RFQ Debrief Request Window	30 September 2014 to 10 October 2014
Contact Person:	[Redacted] [Redacted] Materials Management [Redacted]
Process Coordinator:	KPMG [Redacted]
RFP Administration Portal:	Access instructions granted as per Section 1.5
Early Submission & Proposal Delivery Location:	[Redacted] The City of Edmonton [Redacted]
Collaborative Meeting Location:	[Redacted]

1.5 RFP Administration Portal & Data Room

For the purposes of administering the process, the City will utilize an RFP Administration Portal. The RFP Administration Portal shall provide access to the official version of the RFP Documents and the Data Room.

The RFP Administration Portal will be used for:

- 1) The distribution of RFP Documents and addenda (including “black-lined” RFP Documents revised by addenda);
- 2) The provision of various types of background information for the Proponents’ review and consideration (via the Data Room); and
- 3) The administration of the Collaborative Process and Requests for Information (“RFI”) Process.

1.5.1 Distribution of Documents to Proponents

This ITP shall be transmitted to each Proponent's primary and secondary contacts via email. Upon receipt of an executed Participation Agreement (Appendix C), the City will send via e-mail to the primary and secondary contact of each Proponent, access and use instructions for the RFP Administration Portal, where Volume 2 – Project Agreement and the Data Room will be available.

Each Proponent is solely responsible for ensuring that it:

- 1) Contacts the Contact Person to arrange access to the RFP Administration Portal, this includes the return of an executed Participation Agreement (Appendix C);
- 2) Has the appropriate software which allows the Proponent to access and download RFP Documents and Data Room content from the RFP Administration Portal; and
- 3) Has current knowledge of all additions, deletions or amendments of documents in the RFP Administration Portal and Data Room.

Following the initial issuance of this ITP, the City will continue to circulate all RFP Documents, by placing them on the RFP Administration Portal and notifying the Proponent through automatic notification. Notification to Proponents is a courtesy only and Proponents are solely responsible to ensure that they have reviewed all documents on the RFP Administration Portal in accordance with this Section 1.5.

1.5.2 RFP Administration Portal and Data Room Disclaimer

All of the information and materials made available in the Data Room at any point in time, or otherwise made available to Proponents by or through the City, (collectively the "Disclosed Data"), is made available on the condition that it is to be used in connection with responding to the RFP and for no other purpose whatsoever. The Disclosed Data must be treated as confidential, however, the Disclosed Data may be shared with Proponents' Team Members advisors, with potential lenders, and with potential lenders' advisors and contractors and suppliers on a need to know basis only, provided that Proponents ensure that these parties treat the Disclosed Data as confidential on terms consistent with the Participation Agreement.

As provided for in Section 8.22, while the Disclosed Data has been prepared in good faith, it does not purport to be accurate, comprehensive or to have been independently verified. Neither the City nor any of its elected officials, officers, employees, agents, or advisors accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to the Disclosed Data. Any liability therefore is hereby expressly disclaimed.

Each Proponent shall be solely responsible for examining the Disclosed Data, the complete RFP, including any addenda and any other information, and for independently informing and satisfying itself with respect to any and all information contained therein, and any and all conditions which may in any way affect its Early Submissions or Proposals.

As confirmed in Section 8.14, Proponents, Team Members, Key Individuals, contractors, consultants, advisors, representatives and other persons working or associated with any of the foregoing shall not be entitled to claim against the City or its elected officials, officers, employees, agents or advisors on the grounds that the Disclosed Data or any other information, whether obtained from the City or otherwise (including information gained from any department of the City or their elected officials, officers, employees, agents or advisors regardless of the manner or forum in which the information is provided) is incorrect or insufficient. Proponents shall be responsible for conducting their own due diligence on the Disclosed Data and any other data or information upon which their Early Submission or Proposals are based.

Proponents are advised that the City may implement various protocol requirements to ensure the integrity of the Disclosed Data and the functionality of the Data Room. All Proponents will be required to comply with such protocol requirements and acknowledge that, to gain continued access to the Data Room, they must abide by these protocols if implemented by the City.

1.5.3 Design Guide

The City has created a comprehensive Design Guide, which describes and illustrates the City's vision for Sustainable Urban Integration ("SUI"). The Design Guide is available as Disclosed Data in the Data Room.

The Design Guide will assist Proponents in meeting the City's expectations for SUI and in developing their Early Submissions for SUI (see Section 2.6.2). The Design Guide is reflective of the SUI principles and requirements and provides a valuable visual and descriptive guidance to the interpretation of the SUI requirements of the Project Agreement.

Proponents shall note that in case of conflict the Project Agreement will take precedence over the Design Guide.

1.5.4 Reference Design

Prior to the development of the Project Agreement, the City undertook a preliminary engineering analysis for the Project, which has culminated in the creation of a Reference Design, available as Disclosed Data in the Data Room.

The requirements specific for the Project are presented in Volume 2 - Project Agreement and an overview of those requirements is presented in Sections 3, 4, 5 and 6 of this Volume 1 - ITP. Project Co will be required to design, construct, finance, operate and maintain the Project according to the requirements of the Project Agreement.

Proponents shall note that the Reference Design is provided as background information only; is not Warranted Data; and may not align to or meet all of the requirements set out in the Project Agreement.

1.6 Restricted Parties

As a result of their past or current involvement with the City on the Project, the following individuals, companies and their Affiliates ("Restricted Parties") are not eligible to be a Proponent, Team Member,

supplier, subcontractor, or service provider to a Proponent. In addition they cannot act as advisors to a Proponent, or Team Members, suppliers, subcontractors, or service providers in the development and preparation of the various Early Submissions or the Proposals:

- 13th Floor Solutions;
- AECOM Canada Ltd.;
- Alan David Russell;
- Andrew Johnson Associates Inc.;
- Anthony Steadman and Associates;
- Borden Ladner Gervais LLP;
- Brent Harley & Associates Inc.;
- Bunt & Associates Engineering;
- Carlson Capital Corporation;
- CBBC Consulting;
- Derek Martin Consulting Inc.;
- DIALOG;
- Flam Enterprises Holdings Inc.;
- GEC Architecture;
- GGC Consultants Inc.;
- Hatch Mott MacDonald Ltd.;
- ILF Consultants Inc.;
- ISL Engineering and Land Services Ltd.;
- John F Morrall;
- KPMG LLP (Canada);
- Mobycon;
- Nelson\Nygaard Consulting Associates;
- Phi Con Limited;

- PricewaterhouseCoopers LLP;
- Quality Assurance Engineering Ltd.;
- Quay Communications Inc.;
- Raymond Ellis Consulting;
- Rocklynn Capital Inc.;
- Shirocca Consulting;
- SMA Consulting Ltd.;
- Spencer Environmental Management Services Ltd.;
- T2 Utility Engineers Inc.
- The Stewart Group (974841 B.C. Ltd.);
- Thurber Engineering Ltd.;
- TTK – TransportTechnologie-Consult Karlsruhe GmbH;
- Urban Systems Ltd.;
- URS Corporation;
- Wardley Consulting Group Inc.;
- Any former or current employee or representative of any consultants identified above, who through his/her employment or association (past or present), has had involvement with the Project;
- Any former or current employee or representative of PPP Canada, Infrastructure Canada and Transport Canada who through his/her employment or association (past or present), has had involvement with the Project;
- Any current members of City Council, employee or representative of the City;
- Any former members of City Council, employee, or representative of the City who through his/her employment, or association (past or present), has had involvement with the Project; and
- Any current or former member of the LRT Governance Board.

There are a number of City offices and Affiliates of the City that Proponents may require information, approvals or support services from in connection with a Proponent's investigation or assessment related to its possible submittal of an Early Submission or Proposal or in the completion of the Project should a Proponent become the Preferred Proponent and subsequently successfully executes the Project

Agreement as Project Co. Appendix D sets out certain background information and general guidance regarding the communication and engagement protocols that should apply during the course of the Project Procurement Process with respect to these City offices and Affiliates of the City.

Proponents will be required to make appropriate enquiries of their Team Members (including suppliers, subcontractors and service providers) and submit timely declarations to the City identifying individuals or companies who may be considered Restricted Party(ies).

A Proponent may be disqualified if any of the Restricted Parties participate in the development and/or preparation of the Early Submissions or Proposals, or if the Proponent contacts and engages a Restricted Party in relation to the Project without obtaining the City's prior written consent. The City may withhold or condition such consent for any reason in its sole and absolute discretion.

The City reserves the right to, and may alter the list of Restricted Parties during the Project Procurement Process.

1.7 Fairness Monitor

The City has retained GGC Consultants Inc. in the role of Fairness Monitor for the duration of the Project Procurement Process. The Fairness Monitor will act independently of the City administration and Project advisory team that are responsible for the implementation and the day to day administration of the Project Procurement Process. The Fairness Monitor's roles and responsibilities with regard to the RFP include:

- 1) review and provide comments on final drafts of the RFP Documents and any proposed amendments (through addenda) from a fairness perspective;
- 2) monitor and assess whether the City is managing the Project Procurement Process in a manner consistent with the terms of the RFP and whether it is treating all Proponents in a fair and generally consistent manner having regard to the relevant circumstances and the terms of the RFP;
- 3) review and comment on material communications between the City and Proponents during the RFP, including all material enquiries and RFIs from Proponents and the City's responses to same;
- 4) monitor meetings held between the City and the Proponents;
- 5) monitor the evaluation process adopted by the City in respect of the Early Submissions and the Proposals;
- 6) provide input with respect to potential issues that arise in the determination of whether an individual, company or other entity is a Restricted Party or has an unfair process advantage due to a conflict of interest; and
- 7) where appropriate, act as a facilitator between the City and the Proponents in seeking or supporting solutions to address potential or actual fairness issues or concerns including questions of unfair

process advantages, if any, that may arise during the Project Procurement Process (but not to act as an adjudicator of any such issues or concerns).

Notwithstanding Section 1.3 the Fairness Monitor shall be available directly for the consideration of any fairness concerns that the Proponent wishes to raise during the RFP:

Fairness Monitor Contact:	GGC Consultants Inc. [REDACTED]
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1.8 Conflict of Interest Adjudicator

The City intends to appoint an individual who will be independent of the City and the Proponents, to be available on a stand-by basis to act as a Conflict of Interest Adjudicator (“COI Adjudicator”), to provide final and binding decisions on conflicts of interest or unfair process advantage issues, including questions regarding whether a person is a Restricted Party. The City may at its sole discretion, and without any obligation to do so, refer any such issue to the COI Adjudicator at any time during the Project Procurement Process, including for the purpose of requesting an advanced decision.

1.9 Governance

Pursuant to City Bylaw 16766, the LRT Governance Board is a committee of Council with a mandate to approve the Project Procurement Process. City administration reports to the LRT Governance Board. Further information on the LRT Governance Board can be found at:

http://www.edmonton.ca/city_government/city_organization/lrt-governance-board.aspx

The City has also established a project advisory team led by the LRT Design and Construction Branch of Transportation Services to manage the procurement, development, design, construction, operations and maintenance of this Project. In addition to City representatives from various City branches the project advisory team is comprised of representatives from:

- AECOM; as lead engineering consultant of the ConnectEd Transit Partnership (“CTP”) Owner’s Engineer team.
- KPMG; as P3 Process Advisor and P3 Financial Advisor.
- BLG; as P3 Legal Advisor; and
- Stewart Group; as Special Project Advisor.

1.10 Project Funding

The Project will be developed under a fully funded financial plan that was approved by Edmonton City Council on April 15, 2014, with funding sourced from the City, the Government of Alberta and the Government of Canada. PPP Canada has committed to providing financial support to the Project, in the form of a contribution of funds up to \$250 million through the P3 Canada Fund in accordance with a financial agreement to be entered into between the City and PPP Canada prior to commercial close. The public funding shall be utilized for the purposes of making the required payments to Project Co throughout construction as well as the operating and maintenance periods. Funding, as publicly disclosed, will also cover other City costs incurred during procurement, early works and for the term of the Project Agreement.

1.11 Honoraria

The City will pay honoraria in individual amounts of [REDACTED] to each Proponent that was invited to and submits a compliant Financial Proposal and was not selected as the Preferred Proponent. The Preferred Proponent shall not be entitled to an honorarium. The payment of honoraria will be made 60 days after the execution of the Project Agreement.

If the City elects not to select a Preferred Proponent, the City will pay the honoraria to each Proponent that was invited to and submitted a compliant Financial Proposal and in such event payment of the honoraria will be made 60 days after the City advises the Proponents that the City has elected not to select and notify a Preferred Proponent.

The honoraria shall be paid to the order of the Proponents Lead Representative organization unless otherwise directed by a written notice from the Proponents primary contact.

2. PROCESS REQUIREMENTS

2.1 Timetable Overview

The detailed RFP Timetable is included in Appendix B. The following represents the various submissions, processes and deadlines for Proponents in accordance with the various instructions herein. The City reserves the right to change the schedule at its sole discretion. Any changes to this schedule will be effected through addenda issued by the City:

Event	Date and Time
Initiation (See Section 1.4)	
RFP Issuance	10 September 2014
RFP Administration Portal Training/Orientation	16 September 2014, 11:00 MT
Proponent Information Meeting	22 September 2014, 09:30 MT
Technical Information Meetings	23 September 2014 to 25 September 2014 (each day at 09:00 MT)
Proponent Debrief on RFQ	30 September 2014 to 10 October 2014 (at the City's convenience upon request)
Early Submissions - VLS-1 (See Section 2.6.1)	
Deadline: VLS-1 Package Submission	21 October 2014, 16:00 MT
Notification of VLS-1 Results	13 November 2014
Early Submissions – VLS-SUI-1, VLS-SUI-2, VLS-SUI-2B (See Section 2.6.2)	
Deadline: VLS-SUI-1 Submission	10 November 2014, 16:00 MT
VLS-SUI-1 Presentations	12 November 2014 to 14 November 2014 (each day at 09:00 MT)
VLS-SUI-1 Submissions – Feedback	04 December 2014
Deadline: VLS-SUI-2 Submission	02 February 2015, 16:00 MT
VLS-SUI-2 Presentations	10 February 2015 to 12 February 2015 (each day at 09:00 MT)
VLS-SUI-2 Submissions – Feedback	27 February 2015
VLS-SUI-2 Submission - Feedback Debrief Meeting	03 March 2015 to 05 March 2015 (each day at 09:00 MT)
Deadline: VLS-SUI-2B Submission	30 March 2015, 16:00 MT
VLS-SUI-2B Submission - Pass/Fail Result Notification	16 April 2015
Early Submissions – VLS-LRVOps (See Section 2.6.3)	
Deadline: VLS-LRVOps Submission	24 November 2014, 16:00 MT
VLS-LRVOps Presentations	25 November 2014 to 27 November 2014 (each day at 08:00 MT)
VLS-LRVOps Submission – Feedback	18 December 2014
Collaborative Process (See Section 2.3)	
Deadline: Comments draft Project Agreement (First Round)	04 November 2014, 16:00 MT
Deadline: Agenda for Technical and Commercial/Financial Confidential Collaborative Meetings (First Round)	10 November 2014, 16:00 MT
Technical Confidential Collaborative Meetings (First Round)	25 November 2014 to 27 November 2014 (each day at 10:00 MT)
Commercial/Financial Confidential Collaborative Meetings (First Round)	02 December 2014 to 04 December 2014 (each day at 09:00 MT)
Deadline: Agenda for Optional Special Topic Confidential Collaborative Meetings (First Round)	09 December 2014, 16:00 MT

Event	Date and Time
Optional Special Topic Confidential Collaborative Meeting Window #1	16 December 2014 to 18 December 2014 (each day at 09:00 MT)
Second draft Project Agreement Issuance	09 January 2015
Deadline: Comments draft Project Agreement (Second Round)	17 February 2015, 16:00 MT
Deadline: Agenda for Technical and Commercial/Financial Confidential Collaborative Meetings (Second Round)	24 February 2015, 16:00 MT
Technical Confidential Collaborative Meetings (Second Round)	10 March 2015 to 12 March 2015 (each day at 09:00 MT)
Commercial/Financial Confidential Collaborative Meetings (Second Round)	17 March 2015 to 19 March 2015 (each day at 09:00 MT)
Deadline: Agenda for Optional Special Topic Confidential Collaborative Meetings (Second Round)	24 March 2015, 16:00 MT
Optional Special Topic Confidential Collaborative Meeting Window #2	31 March 2015 to 02 April 2015 (each day at 09:00 MT)
Penultimate draft Project Agreement Issuance	10 April 2015
Deadline: RFI Submissions	05 May 2015, 16:00 MT
Deadline: Comments draft Project Agreement (Third Round)	05 May 2015, 16:00 MT
FINAL Draft Project Agreement Issuance	10 July 2015
Borehole Testing Program (See Section 2.10)	
Deadline: Borehole Request & Requests for Additional Environmental Testing	29 October 2014, 16:00 MT
Issuance of Finalized Borehole Drilling Program	12 November 2014
Drilling Program Start (all proponents can be on site)	05 January 2015
Issuance of Preliminary Borehole Logs (visual identification logs only)	23 January 2015
Issuance of Final Borehole Logs and factual report	18 February 2015
Technical Proposal Process - VLS-2, VLS-2B (See Section 2.7)	
Deadline: Technical Proposal (VLS-2)	19 May 2015, 16:00 MT
Notification of Evaluation Results of VLS-2	28 August 2015
Deadline: Technical Proposal (VLS-2B)	18 September 2015, 16:00 MT
Notification of Evaluation Results of VLS-2B	25 September 2015
Financial Proposal Process - VLS-3 (See Section 2.8)	
Notification of Discount and Inflation Rates	07 October 2015
Deadline: Financial Proposal (VLS-3)	20 October 2015, 16:00 MT
Notification of Preferred Proponent	19 November 2015
Commercial & Financial Close Process (See Section 2.12)	
Initiation of Commercial Close and Financial Close Process	19 November 2015
Earliest opportunity for execution of Early Works Agreement	26 November 2015
Commercial Close and Financial Close Long Stop Date	14 January 2016

2.1.1 Key Process Milestones

Proponents should note that in order to continue to participate through the Project Procurement Process and receive an invitation from the City to submit Proposals the Proponent should:

- 1) Confirm its acceptance with the terms of this RFP by signing and returning to the City the Participation Agreement as included in Appendix C;
- 2) Reaffirm to the City's satisfaction, the continued participation of Team Members and Key Individuals comprising the Proponent; as required by the VLS-1 Submission (see Appendix H);

- 3) Receive from the City a pass score notice for the Proponent's VLS-SUI-2B Submission (see Appendix K);
- 4) Receive from the City a pass score notice for each of the Proponent's Technical Proposals VLS-2 and VLS-2B (see Appendix M and N).

2.2 Initiation

The City will hold a number of initiation activities during the first 3 weeks of the RFP including:

- 1) RFP Administration Portal Training Session;
- 2) Proponent Information Meeting;
- 3) Technical Information Meetings; and
- 4) Proponent debrief on their RFQ Submissions.

2.2.1 RFP Administration Portal Training Session

The City will deliver an online webex based training session for the RFP Administration Portal for all Proponents. Proponents are responsible for identifying users to attend the training session and as a minimum should include individuals responsible for administering the RFI Process and Collaborative Process for the Proponent.

The training session will cover items such as submitting RFIs, and accessing items in the Data Room. Proponents will have the ability to ask questions relating to the RFP Administration Portal.

- 1) Date and Time: 16 September 2014, 11:00 MT;
- 2) Duration: 1 hour;
- 3) Location: [REDACTED]
- 4) Meeting Number: 598 918 864
- 5) Teleconference Details: [REDACTED]

2.2.2 Proponent Information Meeting

An information session for Proponents is scheduled as follows:

- 1) Date and Time: 22 September 2014, 09:30 MT (Registration open)
- 2) Duration: 7 hours
- 3) Location: [REDACTED]

- 4) DRAFT Agenda:
 - a) Project status and alignment walkthrough;
 - i. Project staging requirements;
 - b) Design and Construction Protocols of the Project Agreement;
 - c) Project Agreement Schedule 6 - Differing Site Conditions;
 - d) Key Risks and Responsibilities Allocation (Interfaces);
 - e) Overview of the ITP processes and document orientation;
 - i. Rules of engagement and RFP Administration Portal;
 - ii. Key Dates;
 - iii. Details on the Early Submissions (with particular attention on the requirements for VLS-SUI-1 and LRVOps Submissions);
 - f) Details on the bore hole testing program;
 - g) Key Features of Payment Mechanism and Transaction Structure;
 - h) Technical Information Meetings & Railway Crossing Agreement Approach and Status;
- 5) Additional Notes:
 - a) The agenda includes a lunch break at noon for 1 hour. Lunch will not be provided.

The City reserves the right to alter this draft agenda as it may deem necessary.

Notwithstanding that the City may give oral answers to questions at the Proponent information meeting, those answers shall not be considered final unless issued in writing.

No statement, consent, waiver, acceptance, approval, amendment or anything else said or done in the Proponent information meeting by the City or any of their respective advisors, employees or representatives shall be binding on the City and cannot be relied upon in any way by Proponents, except when and only to the extent expressly confirmed in addenda to the RFP Documents issued in accordance with Section 2.3.4.

2.2.3 Technical Information Meetings

The City has scheduled a series of technical information meetings for Proponents and invited third parties only, with some, but not necessarily all, utility companies, regulatory agencies, railway companies, and City regulatory and approval groups and other departments to facilitate Proponent engagement with these stakeholders. The purpose of these meetings is to provide Proponents with an opportunity to ask

questions and coordinate information requests related to utility relocations, railway crossings, and approval and permitting issues.

The City makes no warranties or representations with respect to the completeness or accuracy of information provided by these stakeholders.

Details associated with each technical information meeting are contained in Appendix G.

2.2.4 RFQ Submission Debriefing

The City is committed to providing Proponents with a debrief on their RFQ Submission, and shall endeavor to do so, at Proponent’s request and the City’s convenience, within the window shown in the timetable at Section 2.1. The City retains the right to alter or move this debrief window if required at its sole discretion.

2.3 Collaborative Process

2.3.1 Meetings

Confidential Collaborative Meetings with each Proponent will occur over the course of the Project Procurement Process. The meetings may generally cover technical, commercial and financial matters, but may also cover topics linked to the Early Submissions that coincide with the Confidential Collaborative Meeting timing and other topics of the Proponents choosing.

The timetable at Section 2.1 is organized such that over the course of a four week period the Proponents will have an opportunity to discuss technical matters, commentary on the Project Agreement and other commercial/financial matters and any “special” topics that Proponents may wish to bring forward. Proponents will be invited to attend the available meeting slots in rotation as follows:

	Technical #1	Commercial / Financial #1	Special Topics #1	Technical #2	Commercial / Financial #2	Special Topics #2
Day 1	Moving YEG	TransEd Partners	River City Transit	TransEd Partners	River City Transit	Moving YEG
Day 2	River City Transit	Moving YEG	TransEd Partners	Moving YEG	TransEd Partners	River City Transit
Day 3	TransEd Partners	River City Transit	Moving YEG	River City Transit	Moving YEG	TransEd Partners

Where Day 1 is Tuesday; Day 2 is Wednesday and Day 3 is Thursday of the particular week that the meetings are scheduled.

The following protocols shall be followed for the purposes of the Confidential Collaborative Meetings:

- 1) For the technical Confidential Collaborative Meeting #1 each meeting day will have a maximum duration of between 08:00 MT and 18:00 MT (with a 1 hour lunch break at noon);

- 2) Each other meeting day will have a maximum duration of between 09:00 MT and 17:00 MT (with a 1 hour lunch break at noon);
- 3) Proponents shall submit their draft agenda, including their expected attendee listing and any other relevant materials to have an effective meeting, for the City's review and acceptance on or before the deadline indicated in Section 2.1;
- 4) The City will notify each Proponent of the final agenda within 5 Business Days of draft agenda receipt. The City reserves the right to supplement or modify the Proponents draft agenda in its sole discretion after consultation with the Proponent;
- 5) Space is limited at the Collaborative Meeting Location. As such, Proponents are advised that a maximum of 15 representatives may be present at the Collaborative Meeting Location at any one time;
- 6) Proponents should attend the Collaborative Meeting Location in person. Upon request, and as may be demanded by the space limitations of the Collaborative Meeting Location, webex details may be circulated with the final agenda at the City's discretion;
- 7) Proponents are advised that the City's expectation is for the applicable Key Individuals to be present at all relevant meetings in person;
- 8) Lunch will be provided – for a maximum of 15 representatives;
- 9) Proponents may present themselves at the Collaborative Meeting Location no earlier than 30 minutes in advance of the meeting start time, to prepare as may be necessary;
- 10) No statement, consent, waiver, acceptance, approval or anything else said or done in the Confidential Collaborative Meetings, by the City or any of their respective advisors, employees or representatives be binding on the City and cannot be relied upon in any way by Proponents, except when and only to the extent expressly confirmed through addenda to the RFP Documents issued in accordance with Section 2.3.4;
- 11) While attendance at meetings is non-mandatory, Proponents are strongly encouraged to attend. A Proponent's failure to attend a meeting is at the Proponent's sole risk and responsibility;
- 12) The Fairness Monitor will be present during all such meetings; and
- 13) As a financial contributor to the City in respect of the Project, PPP Canada will provide support and guidance to the City from time to time, including observing Confidential Collaborative Meetings.

2.3.1.1 - Special Conditions for Technical Confidential Collaborative Meeting #1

Proponents are advised that, for the purposes of the agenda for technical Confidential Collaborative Meeting #1, the meeting shall commence with a maximum of 2 hours period for Proponents presentation of its VLS-LRVOps Submission, as more fully detailed in the VLS-LRVOps Submission requirements in Appendix L.

2.3.1.2 - Optional Special Topics Confidential Collaborative Meetings

Proponents should note that the purpose of the Optional Special Topic Confidential Collaborative Meetings can be multifold and may include discussions on agenda topics that were not addressed within the timeframe of the other Confidential Collaborative Meetings, feedback or evaluation results from the Early Submissions and any other items which the Proponents or the City may wish to discuss in the context of the RFP Documents or the Project Procurement Process.

NOTE: The special topic Confidential Collaborative Meetings are optional at the request of either Proponents **or** the City.

Proponent requests for special topic Confidential Collaborative Meetings will be facilitated by the City subject to the submission of a draft agenda in accordance with the deadline at Section 2.1. Whether such draft agenda is submitted or not, the City will notify each Proponent of the final agenda within 2 Business Days of draft agenda deadline and such agenda may state that no meeting is required if Proponents have not submitted a draft agenda and the City does not require a meeting to take place.

2.3.2 Project Agreement & Early Works Agreement Comments and Feedback

Proponents are encouraged to provide input on the Project Agreement (Volume 2 of the RFP Documents) and the Early Works Agreement contained as Appendix E during the Project Procurement Phase and in accordance with the timetable at Section 2.1. The City invites each Proponent to review the Project Agreement and the Early Works Agreement and provide comments using the following table format:

Comment #	Version Applicable	Section Reference	Proposed Adjustment	Commentary / Justification
1	Project Agreement V1	Schedule 6, Section 17.x.x.x	Delete "in accordance with standard...." And replace with '...'	Standard is out of date and should be replaced with...

For the requested commentary on the Project Agreement, the City anticipates three formal rounds of comment coupled with two sets of Confidential Collaborative Meetings (including special topic meetings) to discuss the Project Agreement and commercial/financial matters reflected therein. While the intention is for the commercial/financial Confidential Collaborative Meeting agenda to be aligned to the comments received from Proponents, this is not mandatory. The Confidential Collaborative Meeting process set out in Section 2.3.1 continue to apply to these meetings.

The City will consider all comments and proposed amendments received from the Proponents and may, at the absolute discretion of the City, amend the Project Agreement or the Early Works Agreement by one or more addenda and issue revised drafts at particular stages during the Project Procurement Process.

Upon consideration of these comments and meetings, the City will issue the Project Agreement in final draft form in accordance with Section 2.1 and subject only to any required specific insertions for the Preferred Proponent's Proposals.

Subject to the City's acceptance of terms, the Early Works Agreement may be executed with the Preferred Proponent should the Proponent wish to expedite the works to take advantage of seasonal aspects of the works. The City may be prepared to execute the Early Works Agreement (in the form contained in Appendix E and in accordance with the timetable at Section 2.1, subject to the inclusion of a satisfactory scope of work and other execution items.

2.3.3 RFI Process

Proponents who wish to ask the City questions regarding the RFP Documents or this ITP must submit their question through the RFP Administration Portal using the RFI submission form (available on the RFP Administration Portal). All such submissions through the RFP Administration Portal shall be deemed to have been submitted by the Proponents primary contact person.

RFI submissions with respect to Early Submissions or Proposals, must be submitted and received by 16:00 MT on or before the 14 days prior to the particular deadline for each Early Submission or Proposal. In any case, no RFI submissions will be responded to after the RFI submission deadline as set out in Section 2.1.

The City intends to respond to RFIs weekly. The City intends to issue all responses and their corresponding questions to all Proponents unless the RFI is marked confidential and the confidentiality is accepted by the City. Unless expressly stated in the RFI submission, the City shall consider all RFIs as not confidential.

The Proponent may clearly identify an RFI to be confidential in nature, in which case, without impacting on its rights set out above, the City may respond to the Proponent's designated primary contact only. If the City determines that an RFI submitted is not confidential, the City will notify the Proponent in question and request that the RFI be withdrawn as a confidential RFI and, at the Proponent's discretion, resubmitted as a general RFI.

Responses to RFIs prepared and circulated by the City are not RFP Documents and do not amend the RFP. If, in the City's sole discretion, RFIs require an amendment to the RFP Documents, such amendment will be prepared and circulated by Addendum in accordance with Section 2.3.4. Only a response to an RFI that has been incorporated into or issued as an Addendum will modify or amend the RFP Documents.

It is the Proponent's obligation to seek clarification from the City of any matter it considers to be unclear or ambiguous.

2.3.4 Addenda

The RFP Documents may be amended only by way of written addenda issued by the City. If the City, for any reason, determines that it is necessary to provide additional information, such information will be communicated to all Proponents by addenda. Any addenda will be considered part of the RFP Documents.

Proponents are responsible for ensuring they have obtained complete copies of all addenda issued by the City. By submitting an Early Submission or Proposals, Proponents are deemed to have acknowledged receipt of complete copies of all addenda up to and including the date of the Early Submission/Proposal deadline. Should the City issue any addenda to the RFP Documents, the changes will be posted to the RFP Administration Portal and no other notice will be issued. The City may, as it deems necessary, issue full

revisions of the RFP Documents to the RFP Administration Portal, which would capture all addenda issued up to the date of the revision posting.

2.3.5 Innovation Submissions Process

Proponents are encouraged to consider all potential innovations that it considers would improve the value of the Project. An innovation submission in this regard, is considered to be any approach or proposed solution that may not meet all of the requirements of the Project Agreement.

Proponents are requested to submit any innovation submissions through the RFI process described in Section 2.3.3. Such innovation submissions are still required to meet the Performance Requirements for the Project. The City will respond to innovation submissions proposed as soon as is practicable in the context of the item under consideration. It is the City's intention to respond within a 14 day period.

Proponents are requested to expressly reference sections of the Project Agreement from which they are requesting to depart. The information provided should be in sufficient detail to allow the City to understand how the Proponent's innovative submission would depart from the permissible solutions that result from compliance with the Project Agreement and how the Proponent's innovative submission nevertheless satisfy the Performance Requirements. In addition, Proponents are requested to provide suggested amendments to be made to the Project Agreement to permit the proposed innovative submission.

The City will provide written feedback to each Proponent on their proposed innovation submission and the associated changes to the Project Agreement and on the likely acceptability of their innovative submission. The City may then, in its sole discretion, amend the Project Agreement to allow for the Proponents solution to meet the Performance Requirements using the suggested amendments of the Proponent or other amendments as it deems necessary.

An innovation submission is deemed to be not acceptable unless:

- 1) the Project Agreement is so amended by the City to allow for the innovation submission to be compliant; or
- 2) the City clarifies that the proposed innovation submission does not fall within the definition of innovation submission set out in this section (that is, it is already considered to be in compliance with the Project Agreement).

The inclusion of unaccepted innovation submission in the Technical Proposals or Financial Proposal may render the Proponent's Proposals to be non-compliant. As such, unless it has been accepted by the City, the innovation submission should not be pursued by the Proponent.

Notwithstanding the foregoing, the City will keep confidential and not share the contents of any innovation submissions or of the corresponding feedback with any other Proponent. The only information shared with other Proponents will be any necessary amendments to the Project Agreement, as noted above.

2.4 Submission Requirements and Delivery Instructions

Specific submission requirements and delivery instructions for each Early Submission and Proposal can be found in the Appendices corresponding to the specific Early Submission and Proposal. Early Submissions and Proposals must be written in English, and be received by the Closing Time, at the address specified in Section 1.4.

2.5 Mandatory Requirements

To receive a “pass” score for the Mandatory Requirements, the original Early Submission or Proposal:

- Must be received at the Early Submission & Proposal Delivery Location (as indicated in Section 1.4) by the respective deadlines set out in Section 2.1.

Email and fax Early Submissions or Proposal will not be accepted.

The City in its sole discretion may accept an Early Submission or Proposal after a submission deadline where a Proponent has demonstrated to the City’s satisfaction that the only reason or cause for the late delivery or transmittal was due to extraordinary circumstances beyond the reasonable control of the Proponent and that no unfair advantage would arise as a result of the acceptance of the Early Submission or Proposal in these circumstances.

2.6 Early Submissions

This RFP is characterized by a series of early engagement opportunities that will allow the City to provide feedback to Proponents on specific topics. To facilitate this process, a Proponent will make Early Submissions and the City will provide feedback or approval (as applicable) in advance of the Technical Proposal (VLS-2).

In summary, the Early Submissions are:

- 1) VLS-1 (pass/fail evaluation and feedback);
- 2) VLS-SUI-1 (feedback);
- 3) VLS-SUI-2 (feedback);
- 4) VLS-SUI-2B (pass/fail evaluation); and
- 5) VLS-LRVOps (feedback).

Where “VLS” stands for “Valley Line Submission”.

2.6.1 VLS-1

The VLS-1 Submission is composed of three components:

- 1) VLS-1.1 (pass/fail evaluation) - a reaffirmation of the Proponent's RFQ submission, including Team Member composition and participation levels (equity and portion of work responsibility), Key Individuals, and submission of any new or more up to date Financial and Organizational Capacity and Due Diligence information if applicable. This component of VLS-1 is a pass/fail item. Proponents must receive a pass determination from the City before the Technical Proposal (VLS-2) deadline, as more fully described in Appendix H. If the Proponent is determined by the City, to have failed VLS-1.1, the Proponent will be precluded from continuing in the Project Procurement Process following such determination;
- 2) VLS-1.2 (feedback) – preliminary communication plan; and
- 3) VLS-1.3 (feedback) – records management plan.

The detailed VLS-1 Submission requirements and delivery instructions are included in Appendix H.

2.6.2 VLS-SUI-1, VLS-SUI-2, VLS-SUI-2B

As was highlighted through the RFQ, the concept and process of SUI is central to the success of the Project and the acceptance of the Project for the citizens of Edmonton. To further promote the knowledge transfer of the City's aspirations and requirements to the Proponents and to aid in the Proponents understanding of the technical requirements with regards to SUI, the Proponents shall engage in these SUI based Submissions. In addition to the requirements in Project Agreement Schedule 5 – Technical Performance Requirements Part 2, the Design Guide (see Section 1.5.3) will greatly assist the Proponents in developing these SUI based Submissions.

The detailed VLS-SUI-1, VLS-SUI-2 and VLS-SUI-2B Submission requirements and delivery instructions are included in Appendix I to K.

In summary, the various Early Submissions are:

- 1) **VLS-SUI-1 (feedback):** a written narrative accompanied by a presentation to the City of the Proponent's approach to SUI to ensure the Project design and the adoption of related standards and guidelines are focused on the integration of transit facilities and infrastructure to the urban environment within which they exist. The City will provide written feedback on the Submission to further assist the Proponent's development of the SUI aspects of the Project.
- 2) **VLS-SUI-2 (feedback):** requires Proponents to demonstrate the full scope of SUI requirements through narratives, 3D models, concept images, and technical drawings, followed by a presentation. The City will issue feedback using a reporting scorecard based on the traffic light (green-yellow-red) system (see Appendix J) and will also debrief the Proponent on its scorecard result in a scheduled meeting.
- 3) **VLS-SUI-2B (pass/fail evaluation):** is designed to be a resubmission of the VLS-SUI-2 Submission but incorporating any necessary adjustments based on the report card feedback from VLS-SUI-2. The VLS-SUI-2B Submission will be evaluated on a pass/fail basis, where a green or yellow light is a pass and a red light is a fail (see Appendix J and K for details). If the VLS-SUI-2B Submission fails, the Proponent

will not be invited to submit the Technical Proposal (VLS-2) and will be precluded from continuing in the Project Procurement Process.

2.6.3 VLS-LRVOps

The VLS-LRVOps Submission relates to the Proponent's proposed Light Rail Vehicle ("LRV") and its preliminary operating plan. The detailed VLS-LRVOps Submission requirements and delivery instructions are included in Appendix L.

The VLS-LRVOps Submission requires details of the LRV including its Service Proven performance, and a description of how the System will be operated and maintained. The VLS-LRVOps Submission also requires Proponents to make a presentation to the City on its submission content as part of the technical Confidential Collaborative Meeting #1, as set out in Section 2.3.1.

The City will provide written feedback on the VLS-LRVOps Submission to assist the Proponent's development of the LRV and operations planning aspects of the Project.

2.7 Technical Proposals (VLS-2, VLS-2B)

2.7.1 Technical Proposal (VLS-2)

This Technical Proposal is evaluated on a pass/fail basis and will represent the Proponents full proposed technical solution for the Project. The City will evaluate this Proposal against the requirements of the Project Agreement (evaluation criteria is principally based on demonstration of compliance and understanding of the Project Agreement and the Performance Requirements) and determine those elements that are deemed to be complete and technically acceptable (pass) and those that are not.

During the Technical Proposal evaluation process, the City will review the Proposal against the evaluation criteria, and may submit Requests for Clarification on items as required. If the Request for Clarification generates the need for the resubmission of a portion of Technical Proposal, the Proponent will be allowed to resubmit only the components of the Proposal explicitly addressed in the Request for Clarification.

If any addenda the City issues during the Technical Proposal evaluation process results in the need for the Proponent to update the Technical Proposal, only the component of the Technical Proposal impacted by the addenda will be allowed to be resubmitted.

The information provided by Proponents in the Technical Proposal may be reviewed by the Department of Fisheries and Oceans Canada ("DFO"); Transport Canada; and Alberta Environment and Sustainable Resource Development ("AESRD") for feedback specifically related to the respective agency's regulatory authorizations and approvals (see Section 5.2, 5.3 and 5.4). Any feedback from DFO, Transport Canada or AESRD may provide Proponent's with an opportunity to refine plans to facilitate the acquisition of regulatory approvals for the NSRV crossing and demolition of the existing pedestrian bridge. Proponents are encouraged to provide sufficient detail in the Technical Proposal to allow DFO, Transport Canada and AESRD to review each Proponent's plans and to provide feedback.

Information exchanges during the Technical Proposal evaluation phase between each Proponent and DFO, Transport Canada or AESRD will be facilitated by the City. Any responses from DFO, Transport Canada or AESRD are not binding on the City or on DFO, Transport Canada or AESRD and are not to be construed as authorization or approval by these regulatory authorities. Timely acquisition of any required authorizations from DFO, Transport Canada or AESRD will be the sole responsibility of Project Co.

At the completion of the Technical Proposal (VLS-2) evaluation process, the Proponent will be notified if it has received a pass or fail for the Proposal. If the Technical Proposal (VLS-2) fails, the Proponent will not be invited to continue in the Project Procurement Process.

With regards to SUI, all components must receive a green light evaluation assessment as part of the Technical Proposal (VLS-2) evaluation, to receive a pass for the Technical Proposal (VLS-2). In particular, this requires the adjustment of any SUI components that had received a yellow light at VLS-SUI-2B to receive a green light. Proponents submitting one or more SUI components with a yellow or a red light will receive a fail grade for the Technical Proposal (VLS-2) and will not be invited to continue in the Project Procurement Process.

The detailed Proposal requirements and delivery instructions are included in Appendix M.

2.7.2 Technical Proposal (VLS-2B)

The Technical Proposal (VLS-2B) is composed of three components:

- 1) VLS-2B.1 (pass/fail evaluation) – predominantly a resubmission of the Technical Proposal (VLS-2) capturing all amendments to the Technical Proposal (VLS-2) generated through clarifications during the evaluation of the Technical Proposal (VLS-2). The Technical Proposal (VLS-2B) shall only be differentiated from Technical Proposal (VLS-2) by the amendments necessary due to the clarification raised by the City during the evaluation of the Technical Proposal (VLS-2). No other amendments to the Technical Proposal (VLS-2) are permitted.

For further clarity, if a Proponent submits a fully-compliant Technical Proposal (VLS-2) that generates no Requests for Clarification from the City and addresses all addenda issued by the City, it could simply be resubmitted unchanged as Technical Proposal (VLS-2B).

As part of this Proposal, Proponents shall include a detailed change register that will list all City clarifications received for its Technical Proposal (VLS-2) and amendments to its Technical Proposal (VLS-2) to generate the Technical Proposal (VLS-2B). This section will be evaluated to determine if it is compliant with the Proposal requirements and the Proponent will be notified if they have received a pass or a fail. If the Proposal fails, the Proponent will not be invited to submit the Financial Proposal, and therefore will not be invited to continue in the Project Procurement Process.

- 2) VLS-2B.2 (pass/fail evaluation) – insurance coverage requirements and financial capacity evaluation. This section requires a submission of insurance coverage details and forms demonstrating the Proponent's ability to meet the insurance requirements of the Project Agreement as well as financial statements and other necessary information to re-demonstrate the Proponents financial capacity to

undertake the Project if selected as the Preferred Proponent. This section will be evaluated to determine if it is compliant with the Proposal requirements and the Proponent will be notified if they have received a pass or a fail. If the Proposal fails, the Proponent will not be invited to submit the Financial Proposal, and therefore will not be invited to continue in the Project Procurement Process.

- 3) VLS-2B.3 (information) – an indicative financing plan and indicative financial model is requested for the City’s information, to allow the City to gain familiarity with the Proponents approach/models and to allow for an expedited Financial Proposal evaluation process. This information is for review only and will not be evaluated. The City may, issue Requests for Clarification in relation to this information to gain further understanding of particular items and approaches as it deems necessary.

The detailed Proposal requirements and delivery instructions are included in Appendix N.

2.7.3 Service Levels and Forecast Ridership Capacity Requirement

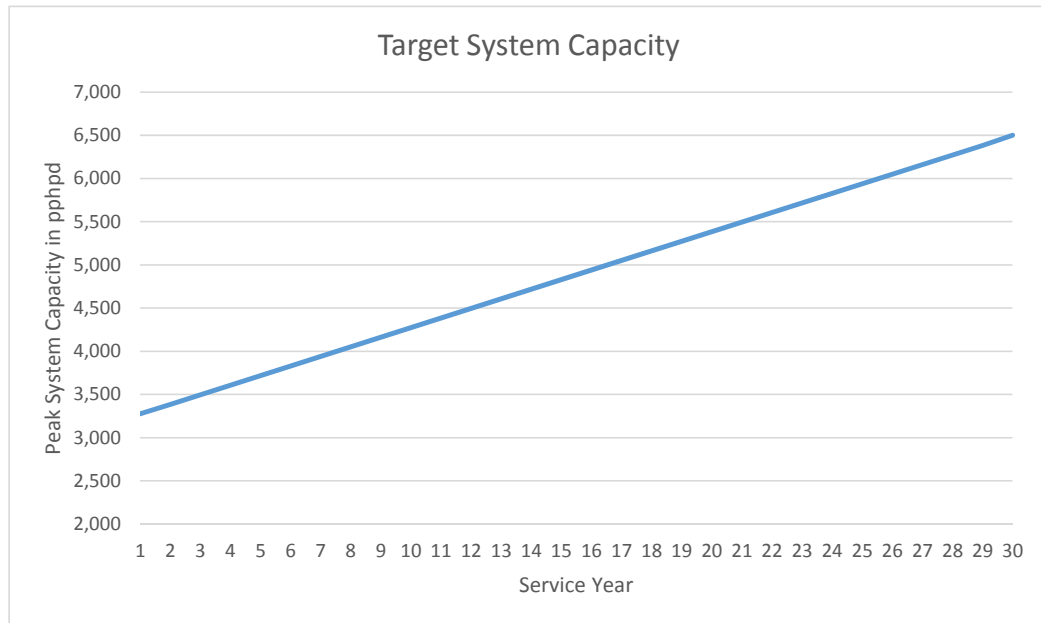
Proponents are required, as part of the Technical Proposal (and Financial Proposal) to submit operating and regular maintenance approaches, energy consumption targets and pricing providing for a minimum of 3 Service Levels (the composition requirements of Service Levels are detailed in Project Agreement Schedule 7 – Operations and Maintenance Requirements) which provide incremental increases to the System Capacity by increasing the length of train consists (note the Forecast Ridership Capacity Curve below).

The pricing of the various Service Levels and the target energy consumption volumes will be assessed (for the purposes of determining the net present value to the City) against the Forecast Ridership Capacity Curve which, based on a service headway of 5 minutes and LRV loading of AW2 the City has determined as a straight line between:

- 1) the peak hour System Capacity at the lowest Service Level, at a minimum, be 3,275 pphpd in Service Year 1; and
- 2) the peak hour System Capacity at the highest Service Level shall, at a minimum be 6,500 pphpd in Service Year 30.

Graphically this is shown as a straight line as follows:

Forecast Ridership Capacity Curve



And in table format as follows:

Service Year	Target System Capacity (peak pphpd)	Service Year	Target System Capacity (peak pphpd)
1	3,275	16	4,940
2	3,386	17	5,051
3	3,497	18	5,162
4	3,608	19	5,273
5	3,719	20	5,384
6	3,830	21	5,495
7	3,941	22	5,606
8	4,052	23	5,717
9	4,163	24	5,828
10	4,274	25	5,939
11	4,385	26	6,050
12	4,496	27	6,161
13	4,607	28	6,272
14	4,718	29	6,383
15	4,829	30	6,500

For the avoidance of doubt, Proponents should note that the forecast ridership capacity curve shall be utilized for evaluation purposes only. In accordance with Project Agreement Schedule 7 and Schedule 16,

the City may request that Project Co implement any Service Level proposed within a two week notice period. The Technical Proposal requirements related to Service Levels are explained more fully in Appendix M and the Financial Proposal requirements are more fully explained in Appendix O.

2.7.4 Service Level Adjustments

While Proponents are required to consider their Service Level solutions in accordance with Section 2.7.3 above, the City also requires Proponents to consider its technical and pricing approach for certain Service Level Adjustments, which the City may or may not exercise during the Operating Period. In summary, these items are as follows:

- 1) Additional pricing and energy consumption target volumes for Special Events, which constitute occasional events that happen at irregular times, for example, a hockey game; and
- 2) Additional pricing and energy consumption for Small Permanent Changes to Service Levels, for example, requesting a small but permanent change in a Service Level by extending the AM peak period from 10:00 am to 10:30 am.

The Technical Proposal requirements related to Service Levels Adjustments are explained more fully in Appendix M and the Financial Proposal requirements are more fully explained in Appendix O.

2.8 Financial Proposal (VLS-3)

Having received a pass determination for its Technical Proposal (VLS-2B), Proponents will be invited to submit their Financial Proposal that relates to its accepted Technical Proposal. The City will evaluate the Financial Proposals to determine which offers the lowest net present value to the City.

To aid in this, the City will notify the Proponents, in accordance with Section 2.1, of the discount factor and inflation rates that will be utilized in its net present value analysis.

The detailed Proposal requirements and delivery instructions are included in Appendix O.

2.8.1 Indexation Factor Weightings

For the purposes of incorporation into Project Agreement Schedule 16 - Payment Mechanism (“Payment Mechanism”), the City requires Proponents to submit the weightings, within an allowable band, for each of the indexation indices to be used to create the indexation factor for escalating both Service Payments and Major Rehabilitation Payments, namely the Indexation Factor for Service Payments, and the Indexation Factor for Major Rehabilitation Payments. The allowable bands are designed to afford Proponents an opportunity to align the indexation factors with the proportionate breakdown of their costs.

Further details related to the submission of the indexation factor weightings are included in Appendix O.

2.8.2 Valued Items

The Payment Mechanism includes a number of “Valued Items” that, subject to Project Co’s construction behaviour, may generate construction period incentive payments or deductions. In this way the City aims to incentivize good construction behaviours on behalf of citizens.

To effect this regime, Proponents are required to propose their target volume allowances associated with these Valued Items. This allowance will be added to the Proponents net present value assessment and so are factored in the determination of the lowest net present value Financial Proposal and the selection of the Preferred Proponent in accordance with Section 7.1. Equally, this allowance will be captured in the Payment Mechanism for the purposes of incentives and deductions relating to these Valued Items during the Construction Period. The Valued Items are:

- 1) Assessed lane closure hour requirements to complete construction (incentivizing Proponents to find construction solutions that minimize potential lane/road closures during the Construction Period);
- 2) Assessed bus detour impacts to complete construction (incentivizing Proponents to find construction solutions that minimize potential lane/road closures leading to ETS bus detours during the Construction Period);
- 3) Assessed River Valley landscaping impact of construction footprint (incentivizing Proponents to find construction solutions that minimize the scale of their construction footprint in the River Valley by effectively charging a “rent” for every day any square metre of the River Valley remains not landscaped);
- 4) Assessed tree removal or damage impact of construction footprint (incentivizing Proponents to find construction solutions that minimize the scale of their construction footprint with regards to tree damage or removal by placing a value on each tree along the proposed alignment and effectively penalizing Proponents, within their proposals, for trees that will be impacted); and
- 5) The unit rate pricing for contaminated soil removal (giving the City the flexibility to manage potential contaminated soil scenarios at competitive bid unit rates).

Each of these items requires the Proponent to submit a target volume (or unit rate in the context of the contaminated soil removal item), which is then assessed against pricing components to generate the net present value adjustments.

The requirements and evaluation approach related to Valued Items are explained more fully in Appendix O.

2.8.3 Tunnel Geotechnical Risk Transfer Premium

The City wishes to ensure the most appropriate party is taking on each Project risk. To ensure that the Project results in the highest potential value to the City, Proponents are requested to submit a mandatory Tunnel Geotechnical Risk Transfer Premium in accordance with the requirements set out in Appendix O.

2.9 Evaluation Procedures

2.9.1 Overview

In accordance with Sections 8.2 and 8.6 the City will evaluate and provide feedback to Proponents in respect of each pass/fail Early Submission and Proposal. For any feedback based Early Submission of material or descriptions or plans, ideas or concepts, the City will review and provide general feedback and guidance without a formal evaluation. For certainty the pass/fail Early Submissions and Proposals include the following:

- 1) Pass/Fail Early Submissions:
 - a) VLS-1.1; and
 - b) VLS-SUI-2B.
- 2) Pass/Fail Proposals:
 - a) Technical Proposal (VLS-2);
 - b) Technical Proposal (VLS-2B); and
 - c) Financial Proposal (VLS-3).

Proponents who fail to satisfy any pass/fail Early Submission or Proposal in accordance with the foregoing will not be permitted to submit further Early Submissions or Proposals or to otherwise further participate in the Project Procurement Process.

2.9.2 Submission Completeness Review Process

Early Submissions and Proposals will be reviewed to ensure that they are complete and address all applicable Early Submission/Proposal requirements according to the following steps:

- 1) City will assess whether a substantially complete Early Submission/Proposal has been provided.
- 2) City will determine the acceptability of required forms through an administrative review to support the organization and implementation of the evaluation process by the City.
- 3) City will set up various technical and financial evaluation teams with the requisite expertise to evaluate the Early Submissions/Proposals – who will assess if the submission requirements have been addressed.
- 4) City will then evaluate Early Submissions/Proposals in accordance with Section 2.9.1 above.

For the avoidance of doubt, failure to make substantially complete and acceptable Early Submissions/Proposals that are subject to pass/fail evaluation, may result in a fail determination.

2.9.3 Clarification and Additional Information

In accordance with Section 8.2.4 the City may, in its sole discretion, request additional information or clarification from any Proponent after any Early Submission or Proposal has been received to assist in the evaluation or review of its Early Submissions and Proposal.

Proponents are to submit the additional information or clarification to the Contact Person within the time limit as specified by the City.

2.9.4 Proponent Meetings

The City may require Proponents to meet with representatives of the City on one or more occasions to provide further explanation and clarifications of their Early Submission or Proposals or to provide feedback to Proponents. The City is not required to have such meetings with any or all Proponents. No information provided or statement made in any meetings will be binding on the City unless it is confirmed by a written addendum or clarified in writing by the Contact Person.

If the City holds such Proponent Meetings, the Fairness Monitor will be present.

2.9.5 Amendment/Revocation of Proposal

Proponents may amend or revoke their Early Submissions or Proposals after submission thereof, but only if the revised Proposal is resubmitted before the particular deadline to which the Early Submission or Proposal relates in accordance with the following protocol:

- 1) The Proponent shall withdraw its original Early Submission or Proposal by notifying the Contact Person in writing before the applicable deadline; and
- 2) The Proponent shall submit a revised Early Submission or Proposal in accordance with the applicable requirements on or before the applicable deadline.

In the case of the Proposals, when the Proposal submission deadline lapses following the submission of the Proposal, then the Proposal shall be irrevocable and shall remain in effect and open for acceptance for the Proposal Validity Period.

2.9.6 Technical Proposal Extracts

In accordance with the Project Agreement Schedule 23, - Proposal Extracts, Proponents should be aware that aspects of the Preferred Proponents Technical Proposal may be incorporated into the final Project Agreement at the City's sole discretion, to capture additional commitments, methodology, approach or other appropriate items which may be in excess of the minimum requirements stipulated by the Project Agreement.

2.9.7 Debriefing

Unsuccessful Proponents can request a debrief on their Proposals at the earliest possible convenience of the City following the execution of the Project Agreement with the Preferred Proponent.

During such debriefing, the strengths and weaknesses of the Proponent's Proposals relative to the evaluation criteria will be disclosed and discussed.

2.10 Borehole Testing Program

Numerous geotechnical and environmental investigations have been conducted throughout the Project Lands, the results of which are summarized in various reports and memos contained in the Data Room.

Proponents are not permitted to carry out their own additional geotechnical or environmental investigations within the Lands during the Project Procurement Process.

Upon request, the City is prepared to consider the possibility of conducting, at its own cost on behalf of Proponents, reasonable additional investigations consisting of: borehole drilling, field sampling, laboratory testing, and factual data reporting in accordance with the timetable in Section 2.1, where the City is persuaded that such additional investigation would be fair to all Proponents and in the best interests of the City.

2.10.1 Geotechnical Investigations

Proponents are invited to propose a maximum of 15 borehole locations situated throughout the Lands, before the deadline stipulated in Section 2.1, which the City may, in its sole discretion, reconcile into a geotechnical investigation program based on approximately 20 borehole locations in total.

When preparing their submission, Proponents shall provide an accompanying drawing of the Lands, clearly labelled "Geotechnical Borehole Locations" showing the proposed borehole locations, each labelled with coordinates based on the Project Coordinate system of NAD83 - 3TM referenced to the 114^o meridian. Proponents are encouraged to also include a brief write-up identifying the proposed depth for each borehole and an explanation of its intended purpose. The maximum permitted depth is 20 metres for borehole testing.

Standard auger drilling will be employed; no coring or test pitting will be conducted. Typical field sampling will be conducted which will involve sampling from the auger at regular intervals, occasional SPT testing, and occasional undisturbed sampling. All boreholes will be backfilled and no instrumentation will be installed. Standard lab testing; namely soil classification, Atterberg limits, moisture contents, and unconfined compressive strength, will be conducted on select samples from each borehole.

2.10.2 Environmental Investigations

The Data Room contains environmental reports concerning a number of locations within the Lands. Based on the terms of the Project Agreement (particularly the risk allocation) and the accompanying Project Agreement Schedule 10 – Environmental Requirements, the City anticipates that the Data Room information will be sufficient for Proponents to respond to the RFP. If a Proponent considers that further environmental testing is required, the Proponent may submit a request for the City to conduct that testing.

If a Proponent is requesting environmental testing in addition to the geotechnical investigations noted in Section 2.10.1, the Proponent shall provide a separate drawing of the Lands, clearly labelled “Environmental Test Locations” showing the proposed borehole locations for environmental testing, each labelled with coordinates as described above. Proponents shall also submit a brief write-up describing the proposed depth of each borehole, the number of proposed samples and sample depths from each borehole, any groundwater screening and sampling requests and the rationale for the testing as proposed noting that the maximum permitted depth is 20 metres.

Proponents may propose no more than 10 environmental boreholes after which the City may, in its sole discretion, reconcile into an environmental investigation program not to exceed 15 boreholes in total. The City may give preference to accepting proposed boreholes that Proponents have identified as being the same as those identified for the geotechnical investigation such that, in the City’s opinion, the environmental investigation can reasonably be conducted simultaneously with the geotechnical investigation.

Standard auger drilling will be employed; no coring or test pitting will be conducted. Typical field sampling will be conducted which will involve the collection of grab samples from the auger flights at defined intervals, and/or specific target depths as identified through field vapour screening and visual observation made during drilling. All boreholes will be backfilled and no instrumentation will be installed unless groundwater samples have been requested by the Proponent and agreed to by the City. If groundwater wells are installed, standing water will be purged between 1 and 2 weeks following installation, and groundwater samples then obtained following recharge.

Proponents are to identify the parameters for which soil and/or groundwater samples are to be analyzed and their rationale for the parameters requested.

The City will review any requests for additional environmental testing and will determine, in its sole discretion, whether or not to conduct all, some or none of the requested testing.

2.10.3 General Conditions Applicable to both Geotechnical and Environmental Investigations

The deadline for Proponents to submit their proposed borehole locations for the geotechnical investigation and any requests for additional environmental testing is identified in Section 2.1. The City will advise all Proponents of all testing requests and of its decision with respect to those requests.

When proposing the boreholes, Proponents should note that the City will not conduct investigations in the following locations:

- 1) Areas outside the Lands;
- 2) Private property within the Lands not yet acquired by the City;
- 3) Areas within the Lands where, in the City’s sole opinion, the borehole locations are not readily accessible, including areas first requiring tree clearing or construction of access roads or ramps;
- 4) Areas where, in the City’s sole opinion, drilling may cause environmental harm;

- 5) The North Saskatchewan River; and
- 6) Areas in which public events or activities coincide with the drilling schedule.

The City anticipates the possibility of using two drilling rigs to conduct the field work for the investigations. Proponents may send one representative to witness the field activities conducted at each drill rig (therefore two representatives in total) strictly as observers only. Proponents will be entitled to independently document their observations of the field activities, however they will not be allowed to conduct any sampling, remove any material from the drilling sites, nor direct or otherwise interfere with the work. Details of the program schedule including confirmation of the number of drilling rigs, the drilling sequence and timing will be provided to Proponents in accordance with the timetable in Section 2.1 and in any case, notice of activities will be given no later than ten days prior to commencement of the program. Proponents shall note that issues such as inclement weather or equipment failure may result in alterations to the program on shorter notice.

Proponents will not be permitted to attend any laboratory testing nor will they have access to the soil or water samples upon conclusion of the laboratory testing. Remaining soil and water samples will be labelled then stored and will, at Project Co's request, be turned over to Project Co after the Effective Date.

The field and laboratory work, including sampling locations, methods and results, will be summarized in separate geotechnical and environmental reports, as the case may be, that will be provided in the Data Room simultaneously to all Proponents regardless of whether the information is specific to one or more Proponent requests. The reports will contain factual data only with no summary or analysis of the results. No information will be provided in the reports that make specific reference to the Proponents and their original investigation requests. The anticipated delivery date for the reports is identified in Section 2.1.

Notwithstanding that the City will conduct the investigation program at its cost, all costs incurred by Proponents in association with this investigation program are solely the Proponents' responsibility.

2.11 Project Site Access

Other than in accordance with Section 2.10, Proponents are not permitted to access any part of the Lands which are not freely accessible by the general public.

2.12 Financial Close & Commercial Close Process

The Proponent with the Technical Proposal (VLS-2B) that has met all the technical requirements and is deemed to be in compliance by the City and that provides a Financial Proposal with the lowest total cost over the Project Term on a net present value basis may be selected as the Preferred Proponent (see Section 7.1).

The Preferred Proponent shall be required to execute the Project Agreement in its final form and achieve Commercial Close and Financial Close according to the steps and procedures outlined in the Project Agreement Schedule 25 - Completions.

In addition, to expedite the works, the City may, subject to the Preferred Proponent's request, execute an Early Works Agreement (having regard to the timetable at Section 2.1), substantially in the form of that included as Appendix E, prior to Commercial Close and Financial Close.

Commercial Close and Financial Close is expected to occur within the two month period following notification to the Preferred Proponent, but in any event no later than the Commercial Close and Financial Close Long Stop Date indicated in the timetable at Section 2.1.

Subject to the Commercial Close and Financial Close Long Stop Date, the Preferred Proponent shall provide the City with a minimum of two weeks written notice, the date that the Preferred Proponent will be prepared to reach Commercial Close and Financial Close.

2.13 Other Process Instructions

2.13.1 Substitutions or Team Member Changes

If the Proponent becomes aware that any Team Members, or Key Individuals, as contemplated in its RFQ Submission and as reaffirmed or not as part of the VLS-1 Submission, will be unable, or are unlikely to be able, to participate as part of the proposed Proponent, or, that a change to a Proponent is being implemented for any other reason, the Proponent must immediately advise the City and indicate any proposed substitute or changed Team Member or Key Individual. Failure to do so may result in disqualification of the Proponent from the Project Procurement Process.

2.13.1.1 - City Considerations

Upon receipt of notification of a requested substitution or change of a Team Member or Key Individual, it is at the sole discretion of the City to allow such a substitution. In making a determination regarding the acceptability of a proposed substitution or change, the City, without limiting the generality of its considerations, will consider:

- 1) Whether the substitution or change will result in an equivalent or superior team; and
- 2) Possible delays or other adverse impacts to the Project Procurement Process.

2.13.1.2 - Required Information

All information required by the RFQ in respect of Team Members and Key Individuals must be provided to the City in respect of any proposed substitute Team Members (including, for the avoidance of doubt, Financial and Organizational Capacity and Due Diligence Information) or Key Individuals, as applicable.

2.13.1.3 – City Right to Consent or Reject a Substitution or Team Member Changes

In respect of a Proponent, without the prior written consent of the City, there shall be no:

- 1) Change to any Team Member or Key Individual;

- 2) Material change to the ownership or proposed ownership of the Proponent (as set out in the Proponent's equivalent RFQ Submission) or in the role or scope of work to be performed by any Team Member; or
- 3) Where material change to the ownership or governance structure of a Team Member has the effect of creating a material change as in accordance with Section 2.12.1.3 2) above;
- 4) Addition of a Person that is not already a Team Member to the structure of, membership in or composition of a Proponent (an "Additional Team Member"), as determined by the City.
- 5) If, prior to the Technical Proposal (VLS-2B) deadline:
 - a) A Proponent wishes to request a change to its Team Members or Key Individuals or to add an Additional Team Member, the Proponent shall notify the Contact Person as soon as possible and, in any event, no later than 14 days prior to the Technical Proposal (VLS-2B) deadline. That notification shall clearly identify the proposed change to the Team Members or Key Individuals or addition of an Additional Team Member including, if applicable, a proposed substitute and include sufficient documentation to demonstrate that the proposed substitute would have met or exceeded any applicable criteria applied during the RFQ;
 - b) In response to a request in accordance with this Section 2.13.1, the City may, in their sole discretion, provide the Proponent with instructions as to the type of information required by the City to consider the proposed change in or to the Team Members or Key Individuals or addition of an Additional Team Member, as well as the deadlines for submission of information that the Proponent must provide in order to have its request considered by the City; and
 - c) If the City, in their sole discretion, consider the proposed change in or to Team Members or Key Individuals or the addition of an Additional Team Member to be acceptable, the City may provide written consent. The City consent to such substitution, however, may be subject to such terms and conditions as the City may require. If the proposed change in or to Team Members or Key Individuals is not acceptable to the City, the Proponent shall propose an alternate substitute for review by the City in the same manner as the first proposed substitute. The City may, in their sole discretion, disallow any actual or proposed change.
- 6) If, prior to the Technical Proposal (VLS-2B) deadline, there is an actual change in or to the Team Members or Key Individuals or addition of an Additional Team Member made by the Proponent without consent by the City, the City may, in its sole discretion, disqualify the Proponent from the Project Procurement Process or allow the Proponent to continue under terms and conditions that the City, in its sole discretion, may require.
- 7) If, on or after the Technical Proposal (VLS-2B) deadline and prior to the execution of the Project Agreement, there is an actual or proposed change in or to a Team Member or Key Individual or if there is a change in circumstances that may materially adversely affect a Team Member or Key Individual in a way which could impair the Proponent's or the Team Members' or Key Individual's

- ability to perform their respective obligations under the Project Agreement, then the Proponent shall promptly notify the Contact Person in writing.
- 8) The City may, in its sole discretion, refuse to accept a change in or to a Team Member or Key Individual that occurs or is requested by the Proponent on or after the Technical Proposal (VLS-2B) deadline and may in its sole discretion, disqualify the Proponent from continuing in the Project Procurement Process.
 - 9) The City has final approval of any changes to Key Individuals. Any changes to Key Individuals must be, in the City's sole discretion, of equal or better quality than the Key Individual already accepted by the City.
 - 10) The approval by the City of a change in respect of a Proponent pursuant to this Section 2.13.1 which results in two Proponents having a Proponent Team Member in common, may be upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that any potential breach of Section 2.13.2, a Conflict of Interest or an Unfair Advantage, will be appropriately eliminated, managed, mitigated and/or minimized, including requiring Proponents to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to eliminate, manage, mitigate and/or minimize the potential breach of Section 2.13.2.

2.13.2 Conflicts of Interest and Unfair Process Advantage

The City may in its sole discretion, disqualify, or require certain protocols be adopted, for any Proponent who may have, or could have, a conflict of interest, or unfair process advantage.

Proponents must fully disclose, in writing and utilizing the declaration form included in Appendix F, to the Contact Person on or before each Early Submission and Proposal deadline, the circumstances of any relationship or proposed relationship with Restricted Party(ies), known Affiliates of a Restricted Party and known Team Members who are participating with another Proponent or known Affiliates of these Team Members. Proponents must also fully disclose, in the same manner using the form in Appendix F, the circumstances of any relationship or proposed relationship with parties where the Proponent believes there is the potential for a conflict of interest or a perceived conflict of interest or potential issues or situations of unfair process advantage.

For the purposes of this ITP, "relationships" include equity or debt holdings by one Person in another, a director or executive officer (or equivalent senior representative position) of one Person serving in a similar position for another Person, or family relationships, but for clarification does not include common or joint participation in a single purpose or project specific consortium or related or similar entity in respect of a commercial project or transaction other than the Project.

For further clarification, conflicts of interest or unfair process advantage can arise as a result of a relationship situation described in the preceding paragraph, or as a result of a Team Member for a Proponent possessing or having access to confidential information of the City or another Proponent, in relation to the Project prior to such information being made available to all other Proponents or by having

direct access to and an active working relationship with a senior representative of the City or members of the City project advisory team (see Section 1.9), who are overseeing or managing this Project for the City.

The City shall review all declarations to determine whether any actual, perceived or potential conflict of interest or unfair process advantage may result. In making its determination, the City shall consider factors influencing the nature of the possible conflict or advantage, including:

- 1) The possible possession of, or access to, confidential City information of a material nature, that is not available to all Proponents;
- 2) Family or other relationships with Restricted Parties;
- 3) Prior access to material Project related information; and
- 4) Prior access to or working relationships with City decision makers.

The City will consider whether any of these circumstances can be satisfactorily managed through the adoption of appropriate protocols (e.g. information barriers, segregation of personnel, etc.). The City may issue instruction to the Proponent to adopt such protocols or take other actions to the satisfaction of the City as a condition of the City's consent to accept the Proponent's Early Submissions or Proposals.

Proponents should make their declarations as early as is reasonable, and should also provide fulsome detailed accounts within the declaration form to reduce City uncertainty regarding the presented issue. Proponents should also provide any updates to these declarations or new declaration in respect of any new developments or changes that may give rise to new conflicts or circumstances of unfair advantage.

Subject to the City's right to seek clarification from the Proponent on any matter before making its determination, all declarations shall be reviewed by the City, and the Proponent shall be notified of the City's determination of the matter within 14 days of receipt of the declaration.

The City will also undertake its own internal reviews and, if applicable, obtain declarations from the Restricted Parties and will cross-check such information against the Proponent's declarations.

Furthermore, should the City become aware of a conflict of interest or unfair process advantage situation that a Proponent has failed to declare, and it is deemed by the City that such a declaration should have been reasonably provided, the Proponent may be disqualified from the Project Procurement Process at the City's sole discretion.

2.13.3 Common Ownership or Management

For the purposes of the ITP, "Common Ownership or Management" means entities or Persons that are Affiliated.

Proponents must fully disclose, in writing, utilizing the declaration form included in Appendix F (the "Declaration"), to the Contact Person on or before each Early Submission and Proposal deadline, the circumstances of any known or possible Common Ownership or Management between Team Members with different Proponents.

The City will review the Proponent's Declaration to determine whether a particular Common Ownership or Management situation may reduce competition, or be perceived to reduce competition in the Project Procurement Process or possibly result in unfair competition or unfairness in process. In reviewing the Declaration, the City may consider a number of factors, including without limitation:

- 1) the structure of the Common Ownership or Management (i.e. direct or indirect) and the role of the Team Members in each Proponent;
- 2) the Proponent's proposed protocol measures to ensure that there is no inappropriate communication between Team Members with Common Ownership or Management;
- 3) public perception and impact to public confidence in the Project Procurement Process; and
- 4) whether the Team Members with Common Ownership or Management provide special services that can be provided only by a limited number of entities.

If the City determines that the Common Ownership or Management is likely to reduce competition, or be perceived to reduce competition, or result in unfair competition or unfairness in process, that cannot be reasonably managed with the adoption of protocols, it may disqualify one or more of the affected Proponents.

3. PROJECT AGREEMENT OVERVIEW - DESIGN AND CONSTRUCTION REQUIREMENTS

Project Co must undertake the Project to meet the requirements in the Project Agreement. Portions of the Preferred Proponent's Proposal will be incorporated as schedules to the Project Agreement and will form part of the Project Agreement to be executed.

The information presented in this section is designed to be a guide to Proponents only and provides an overview of key design and construction facets of the Project as well as a roadmap to the relevant Project Agreement sections. Proponents are directed to the Project Agreement (Volume 2 of the RFP Documents) for further details.

In the event of an inconsistency or conflict between the information presented herein and Volume 2, Volume 2 shall prevail.

The design and construction requirements for the Infrastructure are primarily captured in the Project Agreement Schedule 5 – Technical Performance Requirements, which sets out the detailed Performance Requirements and prescriptive technical specifications for the design and construction of the Infrastructure (including System and Early Handover Items). Schedule 5 is organized into 7 Parts as follows:

- 1) Part 1 - General Conditions;
- 2) Part 2 - Sustainable Urban Integration;
- 3) Part 3 - Civil;
- 4) Part 4 - Transportation and Building Structures;
- 5) Part 5 - Facilities;
- 6) Part 6 - Systems; and
- 7) Part 7 - Light Rail Vehicles.

3.1 Part 1 – General Conditions (Schedule 5)

3.1.1 *Project Description*

This section provides a general overview of the Project and of the major components, Systems and Structures to be designed and constructed as part of the Project. It also includes details of the integration works to be performed by the City and sets out the general interpretive principles and general standards applicable to the design and construction works.

At a high level, the Infrastructure of the Project that is required to be designed and constructed includes:

- 1) a low-floor, urban style, light rail transit system, extending approximately 13km from downtown Edmonton to Mill Woods;

- 2) the transit system is comprised of at grade, below-grade and above-grade sections of Trackway;
- 3) the transit system will have eleven at-grade neighbourhood Stops and one above-grade Station;
- 4) The Infrastructure will also include the following Structures:
 - a) An interchange point connecting the System to the existing Capital Line and Metro Line LRT systems (the “Churchill Connector”). The Churchill Connector connects the Churchill Stop with the existing underground Churchill Station;
 - b) An LRT tunnel running from the east side of 96 Street, under Jasper Avenue and 95 Street, to the north bank of the North Saskatchewan River (the “Quarters Tunnel”). This includes mined tunnels and cast in place tunnels;
 - c) A split-level extradosed bridge across the North Saskatchewan River (the “Tawatinâ Bridge”). The Tawatinâ Bridge replaces the Existing Cloverdale Footbridge and provides an LRV crossing on the upper level and a Shared Use Pathway on the lower level;
 - d) An operations and maintenance facility located in the area bounded by the Mill Creek ravine and East of 75th Street, North of Whitemud Drive and South of 51st Avenue (the “Gerry Wright OMF”). The Gerry Wright OMF includes facilities required for performance of Operation, Maintenance and storage of all LRVs and includes the Operations Control Centre for the System;
 - e) An Elevated Guideway from the south end of the Tawatinâ Bridge, to north of the Muttart Stop (the “South River Valley Guideway”). The South River Valley Guideway includes the LRT bridge over 98 Avenue (the “98 Avenue Bridge”);
 - f) A pedestrian bridge, located in approximately the same location as the existing Connors Road Pedestrian Bridge, connecting the existing Shared Use Pathways on either side of the bridge (the “Kâhasinîskâk Bridge”);
 - g) The Trackway located on the north side of Connors Road (the “Connors Road Trackway”);
 - h) An Elevated Guideway above Argyll Road, the CP Railway Tracks, the Mill Creek Ravine, 75th Street and the CN Railway Tracks (the “Davies Elevated Guideway”). Davies Station is integrated with the Davies Elevated Guideway;
 - i) A transit centre (“Davies Transit Centre”) and a park-and-ride (“Davies Park’n’Ride”) on the Davies Site, the Davies Transit Centre is integrated with the Davies Station;
 - j) An LRT bridge across Whitemud Drive, located immediately east of the Existing Whitemud Drive Bridge (the “Whitemud Drive LRT Bridge”);
 - k) The rehabilitation of the Existing Whitemud Drive Bridge to accommodate an additional lane of traffic with the removal of the sidewalk; and

- l) A pedestrian and bicycle bridge across Whitemud Drive, located immediately west of the Existing Whitemud Drive Bridge (the “Whitemud Drive Pedestrian Bridge”).

3.1.2 General Design Requirements

This section provides the overarching operational design requirements for the System (design capacity, environmental tolerances, line-of-sight operating basis, noise and vibration control, electromagnetic compatibility, stray current control, etc.). It also includes the minimum design service life requirements applicable to the Infrastructure being designed and constructed, specific requirements applicable to the High Load Corridor and other design constraints that are generally applicable to the work.

3.1.3 General Construction Requirements

This section captures the general constraints that will impact construction of the Infrastructure, including festivals and events, construction staging restrictions, access requirements and construction noise and vibration limits.

3.1.4 Transportation Management

These are the protocols for management of transportation impacts (road closures, trail closures), including OSCAM, Transportation Accommodation Request (“TAR”) and Transportation Accommodation Plan (“TAP”) process requirements and restrictions with respect to closures of specific roads and trails is contained in this section.

3.1.5 Building and Utility Settlement

This section captures the requirements for Project Co to prepare a building and utility settlement study and report.

3.1.6 Pre-Construction Asset Condition Survey

This section provides details of the pre-condition asset condition survey performed by the City (to be completed in 2015). If the Project Co performs additional condition surveys, copies of all survey records must be provided to the City.

3.1.7 Deconstruction

These are the requirements and protocols applicable to Project Co.’s deconstruction of specified Structures (i.e. Existing Cloverdale Footbridge, existing Connors Road Pedestrian Bridge, City Maintenance Building, Union Tractor and OSMAN Auction buildings) are captured in this section.

The section also provides protocol for the City to recover or salvage certain deconstructed items (i.e. bus stop materials, mini barriers, mail boxes, traffic signals and street lights, etc).

3.1.8 Project Identification, Access and Miscellaneous Requirements

This section sets out the requirements for project identification, provincial funding and federal funding signage during Construction are listed in this section. Furthermore, restrictions and requirements on vehicle access, parking, haul routes, site fencing, site cleaning, wildfire protection and hazard tree protection are also detailed in this section.

3.1.9 Appendices

The appendices to Part 1 of Schedule 5 include the Project Description Drawings and prescribed Transportation Management forms.

3.2 Part 2 – Sustainable Urban Integration (Schedule 5)

3.2.1 General SUI Requirements

This section provides a description and overview of the SUI requirements (integration of the System into its urban context) for the Project. It introduces the requirement for the System to be consistent with the “themes, colours, imagery and aesthetics” illustrated in the Design Guide.

3.2.2 Character Zones and Opportunity Areas:

This section describes how the LRT Corridor is divided into 5 Character Zones: (1) Downtown Character Zone; (2) River Valley Character Zone; (3) Mill Creek Character Zone; (4) Davies Industrial Character Zone; (5) Southeast Edmonton Character Zone. Each of the character Zones is further divided into one or more Opportunity Areas as follows:

- 1) Downtown Character Zone
 - a) Downtown Opportunity Area
 - b) Quarters Opportunity Area
- 2) River Valley Character Zone
 - a) Muttart Opportunity Area
- 3) Mill Creek Character Zone
 - a) Strathearn Opportunity Area
 - b) Bonnie Doon Opportunity Area
 - c) Argyll Opportunity Area
- 4) Davies Industrial Character Zone
 - a) Wagner Opportunity Area
- 5) Southeast Edmonton Character Zone

- a) Millbourne Opportunity Area
- b) Mill Woods Opportunity Area

The distinct nature and character of each of the Character Zones and Opportunity Areas is described and Project Co is required to design the System components to respond to the Character Zone and Opportunity Areas within which it is located.

3.2.3 Urban Realm

This section offers a description of the SUI requirements applicable to streetscapes, crossing treatments, amenity nodes, safety cues, separations and barriers. The section also includes specific requirements with respect to incorporation of CPTED principles and additional specific requirements with respect to 102 Avenue.

3.2.4 Sustainability

The general requirements for sustainable design, including minimization of light trespass, use of passive heating and cooling and capture and use of stormwater are included in this section. It also includes prohibitions on use of specific materials (i.e. asbestos, lead, etc.) and establishes minimum recycled content and sourcing distance requirements.

3.2.5 Lighting

The requirements for System wide lighting, including lighting of Structures, architectural accent lighting, right of way (Roadways, Elevated Guideway, sidewalks and SUPs), Stops and Stations, Davies Transit Centre and Davies Park 'n' Ride are captured in this section.

3.2.6 Public Art

This section includes the locations and requirements for integration of Public Art into the Project, it includes allocation of responsibility for procurement, management, delivery and installation of Public Art. Further information with regards to Public Art is provided in Section 5.9 of this ITP.

3.2.7 Branding

This section sets out the requirements for the Project specific branding developed by Project Co. The branding has to be unique, but shall complement the overall ETS brand, and will have to be approved by the City.

3.2.8 Support Systems

Specific requirements related to the visual integration of systems and equipment such as electrical boxes, conduit, cables, Wayside Equipment Enclosures, duct banks, etc. are included in this section. It also includes visual integration requirements for OCS equipment (if any), including requirements related to pole mounting locations, pole types and materials.

3.2.9 Stops and Stations

The design requirements for each Stop and Station, including the requirement to incorporate the relevant Stop PI Themes and design features that are constant and variable between Stops is detailed in this section. Also, this section specifies the type of canopy required at each Stop and Station and other passenger facilities such as enclosed shelters, seating and leaning rails. Stop specific requirements are also described on a Stop-by-Stop basis.

3.2.10 Structures

The aesthetic and SUI requirements applicable to the Structures, including general visual design requirements and concrete surface finish classes (structural requirements are set out in Part 4) are reflected in this section. The section also includes specific visual design requirements for the Tawatinâ Bridge, the tunnel approaches, the Elevated Guideway, the Kâhasinîskâk Bridge, Whitemud Drive bridges, major walls, the Davies Transit Centre and the Gerry Wright OMF and the Utility Complexes.

3.2.11 Landscape Architecture

The requirements for Project landscaping, existing tree protection and removal, including requirements for landscaping within the North Saskatchewan River Valley (“NSRV”) to “substantially conform to the River Valley Landscape Drawings” can be found in this section. It also contains requirements for the restoration and naturalization areas that are more fully described in Project Agreement Schedule 10 – Environmental Requirements.

3.3 Part 3 – Civil (Schedule 5)

3.3.1 Track

This section sets out the requirements for the Track and the associated Trackway. It includes the requirements for use of Embedded Track in specified areas of the LRT Corridor.

3.3.2 Roadways, Sidewalks and Shared Use Paths

The requirements for the Roadways, sidewalks and SUPs within the Lands are contained in this section. Generally the requirements are based upon City standards (as modified for the Project), and industry standards. The geometric configuration of Roadways, Trackway and sidewalks is largely prescribed by reference to the Project Description Drawings included in Part 1.

3.3.3 Davies Transit Centre and Park ‘n’ Ride

The requirements for the civil infrastructure at the Davies Site (Davies Transit Centre and Davies Park ‘n’ Ride) are captured in this section, generally by adopting City standards (as modified for the Project) and the ETS Transit Centre Design Guidelines.

Requirements for the Davies Station (includes heated waiting areas for the Davies Transit Centre) are included in Part 5.

Also described in this section is how Davies Transit Centre is designed for 20 sawtooth-style bus bays and the Davies Park'n'Ride is designed for parking for 1,300 vehicles.

3.3.4 Stormwater Management

Stormwater Management requirements for the Project are based on management of a 1:100 year design event (1:5 year via minor drainage systems and 1:100 via major drainage (overland flow) systems). This section also includes requirements regarding mitigation of impacts on existing City infrastructure, grit management and water quality.

The section has generally adopted City standards (as modified for the Project) and includes the requirements associated with specific areas of the LRT Corridor including the Quarters Tunnel, Tawatinâ Bridge, Muttart Stop area, Elevated Guideway, Davies Site and Gerry Wright OMF.

The section also includes specific flood mitigation and Performance Requirements for the Trackway drainage.

3.3.5 Utilities and Pipelines

The requirements and allocation of responsibility for protection and relocation of Utilities and pipelines are reflected in this section. Furthermore, a description of how the City has begun relocation of certain Utilities in advance of the Project is included,

The section confirms that the remaining Utility relocations will be the responsibility of Project Co following execution of the Agreement.

3.4 Part 4 – Transportation and Building Structures

3.4.1 General Design Requirements

This section includes those design requirements that supplement those of the Canadian Highway Bridge Design Code (CAN/CSA S6) for Transportation Structures and of the Alberta Building Code (ABC) for Building Structures.

3.4.2 Structural Component Requirements

This section includes design requirements that apply only to specific Transportation Structure components such as foundations, abutments, piers, retaining walls, bearings, girders, stay cables, decks, deck joints and barriers.

3.4.3 Structure Specific Requirements

This section includes design requirements that apply to specific Transportation Structures required for the Project. These specific Transportation Structures include the Quarters Tunnel, the Tawatinâ Bridge, the Kâhasinîskâk Bridge, the Davies Elevated Guideway and the Whitemud Drive Bridges.

3.4.4 Mined Tunnel Design and Construction Requirements

The requirements for the design and construction of the Mined Tunnel, including requirements for the monitoring of adjacent ground and building movements is included in this section. It also includes requirements for the systems required in both the mined and cut and cover portions of the Quarters Tunnel.

3.5 Part 5 – Facilities

3.5.1 General Requirements

The general requirements for all facilities, such as a list of applicable codes, references to other Sections in the Project Agreement applicable to facilities, and certain materials and components (wall systems, roofs, doors and floors) are captured in this section.

3.5.2 Stops and Stations

This section includes the architectural requirements for all Stops, Davies Station and the Churchill Connector. It includes requirements for Stop and Station egress and for components that may be varied by Project Co between Stops (most components are to be the same at every Stop). Signage requirements are based on the current ETS graphical standards.

Specific requirements for Platforms (e.g. width, length, furnishings and other amenities), accessibility to Stops and Stations, and drainage of roofs and Platforms are also specified in this section.

The performance of some materials and components that require special attention in terms of passenger experience and durability are expressly addressed. The section concludes with setting out specific requirements for some Stops, Davies Station, and the Churchill Connector.

3.5.3 Gerry Wright OMF

This section includes the requirements for the Gerry Wright OMF, while referring to other sections of Schedule 5 for specific designs, such as for the Track, the traction power system, the buildings, and the civil infrastructure.

The function of the Gerry Wright OMF is specified in this section, listing all the required facilities and amenities. Some specific Design and Construction requirements are also outlined for LEED, the capacity of the facility, the required capacity in case of an expansion of the network, the Operation and Control Centre, the City Offices, and the Main Data Centre.

This section concludes with specifying site constraints of the Gerry Wright OMF Site.

3.6 Part 6 – Systems

3.6.1 Rail Systems

This section provides an overview of all key rail systems and associated infrastructure, followed by the Performance Requirements applicable to each system/element of Infrastructure. Key systems include the Train Control System, Train Routing and Priority System and Office Supervisory Control System. This section includes the requirements for interfaces with City systems (including City Conduits, ETS LAN Cabinets, City Cabinets, City Fibre, TVM infrastructure, advertising, WiFi infrastructure, etc.).

The section also includes requirements for the mechanical and electrical systems, the Surveillance System (fixed infrastructure and LRV systems), radio systems, telephone systems, Building SCADA system, security and alarm systems, network management system, Automatic Grade Crossing Warning Systems, Agreement/VMS systems and master clock system.

The requirements in this section are substantially based on industry standards.

3.6.2 Traction Power System

The requirements for the Mainline Traction Power System, Shop Traction Power System and Yard Traction Power System are included in this section. It includes the requirements for Traction Power distribution, whether by OCS or alternative (non-OCS) system.

Again, the requirements in this section are substantially based on industry standards.

3.6.3 Traffic Signals and Lighting

The requirements for Traffic Signal equipment, Traffic Control Devices and LRT Traffic Signals are captured in this section. For the Traffic Signals there are prescriptive technical requirements with respect to the equipment and infrastructure to be installed.

This section also sets out the process requirements for Transit Signal Priority and the requirement to achieve the Measures of Effectiveness for road traffic.

3.6.4 Transportation Electrical Service Plan

This section sets out the requirements for documentation and inspection of electrical facilities, infrastructure, systems and sub-systems that are not subject to the Alberta Building Code.

3.7 Part 7 – Light Rail Vehicles

3.7.1 LRV Performance Requirements

The Performance Requirements of the LRVs which are substantially based on industry standards and where appropriate include the option of complying with applicable North American or European standards are detailed in this section.

4. PROJECT AGREEMENT OVERVIEW - OPERATIONS AND MAINTENANCE REQUIREMENTS

Project Co must undertake the Project to meet the requirements in the Project Agreement. Portions of the Preferred Proponent's Proposal will be incorporated as schedules to the Project Agreement and will form part of the Project Agreement to be executed.

The information presented in this section is designed to be a guide to Proponents only and provides an overview of key operational and maintenance responsibility facets of the Project as well as a roadmap to the relevant Project Agreement sections. Proponents are directed to the Project Agreement (Volume 2 of the RFP Documents) for further details.

In the event of an inconsistency or conflict between the information presented herein and Volume 2, Volume 2 shall prevail.

The operations and maintenance requirements for the System are primarily captured in Project Agreement Schedule 7 – Operations and Maintenance Requirements, which sets out the detailed Performance Requirements and prescriptive requirements for the operations and maintenance of the System. Schedule 7 is organized into 11 Sections as follows:

- 1) Introduction;
- 2) Operating Period Joint Committee;
- 3) Maintenance and Asset Management, Monitoring and Reporting;
- 4) Operational Performance Reporting;
- 5) Service Requirements;
- 6) System Safety Program;
- 7) Operating Requirements;
- 8) Remote Data Queries
- 9) Maintenance Requirements;
- 10) Asset Specific Maintenance Requirements; and
- 11) Operations and Maintenance Manual.

4.1 Introduction

Schedule 7 sets out parameters for operations and maintenance of the System, such as the limits for on-track storage of LRVs, noise and vibration constraints, high load corridor requirements and operating speed restrictions as well as the detailed Performance Requirements for Service Planning and provision of the transit service to users.

As set out in Schedule 7, Project Co is responsible for the development and implementation of plans for the maintenance of the System (preventative, reactive, corrective, custodial, seasonal and lifecycle/major overhaul) as required for compliance with the operational and handback requirements for the System. In addition to the requirements of the maintenance plans, Project Co is required to comply with certain prescriptive asset specific maintenance and inspection requirements set out in Schedule 7.

Schedule 7 also includes, as Appendix 7A, the Handback requirements for the System at the termination of the agreement, and set out the handback inspection regime that may generate payment holdbacks associated with deficiencies encountered as part of the handback inspections.

Appendix 7B of Schedule 7 of the Project Agreement sets out those portions of the Infrastructure which are excluded from Project Co's O&M responsibility. These Early Handover Items are turned over to the City for operations and maintenance on or before the Service Commencement Date and are subject to a warranty from Project Co covering defective design/construction only. The warranty period for the Early Handover Items expires two years after the Service Commencement Date.

4.2 Operating Period Joint Committee

This section sets out the governance structure for the Operating Period, where the City and Project Co will work together in developing communication strategies, Service Planning and other activities over the Operating Period.

4.3 Maintenance and Asset Management, Monitoring and Reporting

This section sets out the requirements for Project Co to design and operate an asset management system which will allow for robust asset management and maintenance tracking over the Operating Period.

4.4 Operational Performance Reporting

This section briefly outlines Project Co's responsibility to report key operational metrics for the City with regular frequency.

4.5 Service Requirements

This section contains the comprehensive set of parameters within which Project Co must develop Service Level plans. The section also calls out explicit considerations associated with Service planning for Special Events.

Operational parameters include:

- 1) Operating Hours for the service timetable – during which the Payment Mechanism is measuring the level of System availability for the purposes of Operating Period Payment Adjustments;
- 2) Travel Times – sets out the origin to destination travel time that Project Co must achieve;

- 3) Stop and Station Dwell Times – sets out the minimum dwell time for the LRVs at each particular Stop or Davies Station;
- 4) Operating Headways – sets out the operating headways that Project Co must offer during various segments of the Operating Hours – e.g. AM Peak Operating Headway of 5 mins;
- 5) System Capacity – sets out the parameters for Service Planning and Service Level Changes. This Schedule will be updated for the Preferred Proponents Service Levels proposed in its Technical Proposal to carry the Ridership Capacity expectations of the Forecast Ridership Curve;
- 6) Maximum Permissible Speeds – this section sets out the maximum speeds applicable also the Project segments which must be adhered to;
- 7) Special Events – this section sets out the City’s expectations for Special Events and the Project Agreement mechanisms for implementing Special Event service provisions contained in this section;
- 8) Other Requirements – this section briefly sets out further operating considerations associated with operating in the Quarters Tunnel, the storage of on-track vehicles, interaction with emergency response vehicles and grade crossing protocols.

4.6 System Safety Program

This section sets out the requirements for the System safety program, including the requirements to audit, the operating procedures, emergency preparedness and safety training plans.

4.7 Operations Requirements

This section sets out the principles of operations for aspects related to, but other than, Service provision, including:

- 1) Operating Plans and Procedures – sets out the requirements to create annual operating plans and an incident management and system recovery plan;
- 2) System Security – sets out the responsibilities and requirements for maintaining System security over the Operating Period;
- 3) Operations Control Centre – sets out operating parameters for the Operating Control Centre to be located in the Gerry Wright OMF;
- 4) High Load Corridor – sets out the operational requirement for Project Co to have to allow access to the High Load Corridor (for high load vehicles) as and when necessary and as instructed by the City. Such access to be granted within set timing parameters outside the Operating Hours. Subject to a failing by the High Load Corridor occupants to muster off the High Load Corridor within the timing parameters (and such failing was not caused by Project Co), no relief will be granted if the System is not available during the Operating Hours;

- 5) External Advertising on LRVs – sets out the requirements for Project Co to allow the City or its agents to access the Gerry Wright OMF on a regular basis for the purposes of placing advertising on a select volume of LRVs at each such visit. This section highlights that no relief will be granted to Project Co if the System encounters unavailability due to the City’s requirement to place the advertising on an LRV;
- 6) Lost and Found – sets out the requirements of Project Co to maintain a Lost and Found service and sets out the operating parameters for that service;
- 7) Passenger Information – sets out the requirements for display based passenger information at the Stops and Davies Station and on the LRVs (such as maps, next stop announcements, way finding etc.);
- 8) Customer Service – sets out the requirements for Project co to engage in customer service/satisfaction related activities such as customer surveys, mystery rider programs and other customer experience centric related requirements.

4.8 Remote Data Queries

This section describes the requirements to submit a remote data query plan that will describe how certain Systems shall be provided with remote data access functionality.

4.9 Maintenance Requirements

This section sets out the requirements for Project Co to maintain the system including a number of specific activities and procedures that must be adhered to, including:

- 1) Inspection Notification – requires the Preferred Proponent to notify the City of its maintenance inspection plans to allow the City to attend if it so desires;
- 2) General Permitting – sets out the permitting requirements responsibilities ;
- 3) Maintenance Plans – sets out the requirements for a full Operating Period, five year and annual maintenance planning regime;
- 4) Winter Maintenance – sets out the requirements for a winter maintenance strategy;
- 5) Custodial Maintenance – sets out various specific maintenance considerations for the System including maintenance of Passenger areas, the Trackway, parking lots and other public areas, the requirements associated with graffiti removal, maintenance on the LRVs and maintenance of public art pieces.

4.10 Asset Specific Maintenance Requirements

This section sets out in detail, specific maintenance requirements associated with the various aspects of the System, including Stops and Stations, Track, TPSS, the Overhead Contact System, Signalling

Equipment, Tunnel, Geotechnical Monitoring, Davis Transit Centre and Park'n'Ride, Landscaping, the LRVs and Public Art.

The section includes prescriptive maintenance requirements for Traffic Signals and Transportation Structures which have a design life in excess of 30 years.

4.11 Operations and Maintenance Manual

This section describes the requirements for the preparation and submission of an Operations and Maintenance manual for the System.

5. PROJECT AGREEMENT OVERVIEW – OTHER REQUIREMENTS

5.1 Lands

The City is in the process of assembling the Lands within which the Project is to be constructed. Except for certain lands, any land interest not already owned by the City will be acquitted by same, and provided to Project Co for its use, prior to the Execution of Agreement Long Stop Date indicated in the timetable at Section 2.1. One noted exception regarding the Lands, is part of the Davies Station lands which will not be made available until after April 1, 2016. Further details on the status of the assembly of the Lands, including descriptions or references to third party interests or rights to the Lands may be found in Project Agreement Schedule 14 - Lands, Appendices 14A to 14E.

It should be noted that some of the Lands will only be available for Project Co's use during construction, and the scope of the lands covered by the Land Licence will be reduced by the City at Service Commencement through prior consultation with Project Co.

To avoid conflict with various City festivals, some restrictions have been placed on the timing of the use of the Lands in the vicinity of Sir Winston Churchill Square and 99 Street (in Downtown Edmonton), and parts of the River Valley, during Construction Period. Further details on these restrictions may be found in Project Agreement Schedule 5 – Technical Performance Requirements Part 1. Project Co's use of the lands will also be subject to normal course third party interests such as utility and railway crossings and similar.

The City is confident it is assembling the land interests necessary to support the Project. However, Proponents are to satisfy themselves of the adequacy of the Lands for their design. In the unlikely event that Project Co requires additional land for its design, the Project Agreement does contain a mechanism for the possibility of additional lands being acquired.

Subsequent to the execution of the Proponent Agreement, Project Co will be expected to cooperate with the City as it attends to registration of various Road Plans necessitated by Project Co's design.

5.1.1 Development in Lands

The Lands for the Project are provided to Project Co for the development of the Project only. No commercial development or other uses are allowed.

Project Co will be responsible for arranging its own maintenance yard and other support facilities outside the Lands that may be required to fulfil its responsibilities.

5.2 Environmental and Historical Resources

Project Co will be responsible for (a) any contamination caused to Project Lands during the Term by their activities; (b) developing and complying with Environmental Management Plans; (c) complying with stipulated statutory and bylaw requirements (including the River Valley bylaw); (d) remedying identified/existing contamination to stipulated standards and according to a specific baseline; and satisfying specific sustainability requirements which have been incorporated into Project Agreement Schedule 5 – Technical Performance Requirements and Schedule 10 – Environmental Requirements.

5.3 Permits and Approvals

Project Co will be responsible for obtaining all regulatory and third party approvals, authorizations, permits and consents from governmental authorities; utilities; railways, and other third parties except for certain specified permits which the City is responsible for obtaining and maintaining (the City Permits).

Project Agreement Schedule 28 – Approvals and Authorizations sets out this specific allocation of responsibility and establishes certain consultation, coordination and support obligations for both parties to help ensure that all required third party approvals are obtained in a timely and proper manner, without disruption to the Project.

5.4 Working in the River Valley - Tunnel and Slope Stability

The NSRV is a sensitive area and a highly-valued City feature. The area is described in detail in the City of Edmonton, Valley Line-Stage 1 Light Rail Transit (LRT) Project, Environmental Impact Screening Assessment, which is available in the Data Room. Project mitigation measures described in that document have since been refined and embedded in Project Agreement Schedule 10 – Environmental Requirements.

All construction and operation activities must be undertaken in a manner commensurate with site sensitivities that restricts disturbance to the Lands, minimizes the duration of valley disturbance and successfully implements a comprehensive reclamation (landscaping, naturalization and restoration) program. The NSRV is host to a number of recreational events with which Project Co will be required to coordinate. Connectivity of the intersecting public trail system as well as through-valley wildlife movement must be maintained during the Construction Period and onward to the end of Term.

Key features of the Project required in the NSRV are the Tawatinâ Bridge over the North Saskatchewan River the Quarters Tunnel and Mined Tunnel extending from the north river bank to just west of Jasper Avenue and 95 Street.

Furthermore, the removal of the Existing Cloverdale Footbridge will be required to facilitate construction; however, the duration of any consequential interruption to pedestrian access across the river must be minimized. Proponents will note in the Payment Mechanism, the inclusion of the incentive/disincentive regime associated with closure of the Existing Cloverdale Footbridge.

The history of the NSRV is noteworthy with respect to past slope failures, abandoned coal mines, and presence of a former landfill and former incinerator site. Having successfully dealt with these challenges on past construction projects, the City has compiled a base of information which is available to Proponents in the Data Room, and includes a Geotechnical Conditions and Past LRT Tunneling Experiences Report. Construction sequencing in the NSRV is to be scheduled such that the required improvements to the north bank and Connors Road slope stability are achieved prior to any bridge or tunnel construction.

Risk associated with ground and subsurface conditions encountered are shared for the tunnel section only, by the adoption of a baseline of expected conditions. Proponents should note the requirements of Section 2.8.3 with regards to required Proposal for Proponents to take the full tunnel related geotechnical risk.

Monitoring and control of contaminated groundwater originating from the former landfill site and former incinerator are also part of Project Co's responsibility.

Project Co will be responsible for ascertaining what approvals remain to be obtained for construction of the new Tawatinâ Bridge and demolition of the Existing Cloverdale Footbridge and for obtaining those approvals. Project Co will also be responsible for obtaining all other approvals from federal and provincial regulators for all in-stream work in the North Saskatchewan River. This will likely include approvals from the DFO, under the Fisheries Act; Transport Canada, under the Navigation Protection Act; and AESRD, under the Water Act and Public Lands Act. The Applicant for any required authorizations from DFO, Transport Canada or AESRD will be Project Co on behalf of the City. Project Co will be required to perform the obligations of the City under these approvals.

5.5 Railways

Two railway crossings form part of the Project and involve Canadian Pacific Railway Company ("CPR") and Canadian National Railway Company ("CNR") at the following rail line locations:

- 1) CPR Scotford Subdivision mile 171.32; and
- 2) CNR Strathcona Industrial Lead mile 2.69 off Camrose Subdivision mile 4.46.

Grade separation for the System is required at each crossing location. Additionally, a widening of the existing 75 Street/CNR at-grade crossing is required.

All railway crossings are subject to the Canada Transportation Act (Canada) and other applicable legislation. Project Co must coordinate at all times with the railway companies including observing any restrictions of access to any railway infrastructure. General requirements of the railway companies have been provided in the Data Room.

Project Co is responsible for negotiating specific crossing agreements with the railway companies and such agreements will be subject to the approval of the City. To expedite matters for Project Co, the City is, over the course of the Project Procurement Process, entering into applicable crossing agreements (the "Existing Railway Agreements") with each of CNR and CPR. The Existing Railway Agreements are to be based on the locations, alignments, clearances, span configurations, etc. of the railway crossings as contemplated in the Reference Design. Fully executed copies of the Existing Railway Agreements will be provided in the Data Room when available.

Project Co will be required to perform the obligations of the City under the Existing Railway Agreements. If Project Co wishes to design and build the Infrastructure in variance from that contemplated in the applicable Existing Railway Agreements, Project Co will be required to first negotiate amendments of the Existing Railway Agreements with the applicable railway companies, which amendments will also need to be approved by the City.

The City encourages very early attention on the part of Project Co to the negotiation and coordination of the railway crossings, in part given the time that may be required to arrive at the crossing agreements or amendments to the Existing Railway Agreements. The City also strongly encourages Project Co to

coordinate contracting the services of the respective railway companies and/or firms acceptable to the railway companies for tasks such as flagging, to assist with coordination of road construction with existing railway activities. Project Co will be responsible for all costs associated with the scope of work relating to the railway crossings.

5.6 System Expansion

Project Agreement Schedule 27 – Expansion Protocols will set out protocols that apply if the City decided to undertake expansions of the System and Infrastructure or the construction of a new line that interfaces with the Project in some manner. The schedule sets out Project Co’s obligations for supporting and performing potential interfacing and integration requirements in relation to such expansions or new lines with the Project.

Project Agreement Schedules 5 – Technical Performance Requirements and Schedule 7 – Operations and Maintenance Requirements contain terms that address requirements to accommodate expanded service within the Project.

5.7 Insurance

The insurance requirements are being specifically tailored to the Project and are fully the responsibility of Project Co. The City is not contractually obligated to provide insurance for the benefit of Project Co or others. The insurances required to be maintained by Project Co can be summarized as follows:

- 1) Construction Period:
 - a) All Course of Construction All-Risks Property, including Boiler and Machinery Insurance;
 - b) Construction Wrap-Up Commercial Liability, including Non-Owned Auto Insurance; and
 - c) Professional Liability; Pollution; Automobile Liability; Aircraft & Watercraft Liability, Marine Cargo Transit; Contractor’s Equipment All-Risk; Comprehensive Crime; Workers’ Compensation.

- 2) Operating Period:
 - a) All-Risks Property, including Boiler and Machinery Insurance; Commercial General Liability (CGL); and
 - b) Professional Liability, Automobile Liability; Aircraft & Watercraft Liability; Marine Cargo Transit; Contractor’s Equipment All-Risk; Pollution; Comprehensive Crime; Worker’s Compensation.

Project Co may, but is not required to take out directors and officers liability and corporate indemnification insurance and professional errors and omissions insurance. The foregoing insurance package interplays with the Project Agreement provisions dealing with potential City compensation obligations on the termination of the Project Agreement, including specified substantial damage and destruction triggers.

5.8 Quality Requirements

Project Co will be responsible for the development and implementation of: (a) an ISO 9001:2008 Quality Management System covering all activities, products and services related to the Project Work; (b) a Quality Manual; and (c) Design, Construction, Environmental and Services Quality Plans. Project Co is also required to employ a Quality Director (a Key Individual under the Project Agreement requiring specific submissions from Proponents in their Technical Proposal) and Quality Managers who have responsibility for quality management. Project Agreement Schedule 9 - Quality Management also sets out the mechanism for recording, tracking and close-out of nonconformities with the requirements of the Project Agreement.

5.9 Public Art

City Policy C458B regulates a program that promotes the integration of Public Art in publicly accessible and highly visible new infrastructure within the City of Edmonton. Based on this Policy, the City has selected Public Art locations and typology along the Valley Line LRT Corridor and prepared Draft Public Art Calls, copies of which are in the Data Room. Some of the Draft Public Art Calls contain more than one opportunity, with the preferred opportunity being selected after proposals from artists are evaluated by the Edmonton Arts Council. For the purposes of the Technical Proposal, the Proponents shall assume that any of the opportunities in the Draft Public Art Calls could be selected by the City.

Through the Collaborative Process, the Proponents are asked to provide feedback on Section 2-7 of Project Agreement Schedule 5 – Technical Performance Requirements, Part 2, and the Draft Public Art Calls, including:

- 1) The Public Art Integration Schedule, in particular Public Art Calls that need to be issued before one month after the Effective Date in order to get appropriately integrated into the Design and Construction of the System;
- 2) Public Art opportunities that will, in the Proponents consideration, result in significant additional cost to the Project;
- 3) Potential changes of parameters specified in the Draft Public Art Calls, such as weight and size restrictions;
- 4) Artist responsibilities in addition to the ones outlined in the Draft Public Art Calls; and
- 5) Project Co responsibilities as outlined in the Draft Public Art Calls.

5.10 102 Avenue

The City is currently reviewing its downtown bicycle network plan. The review will confirm the location and type of bicycle facility, and how it interacts with pedestrians, road vehicles, and the Project. Based on the results, the City may update the technical requirements associated with the 102 Avenue portion of the Valley Line LRT Corridor. There are a number of reports providing background information on 102 Avenue available in the Data Room.

5.11 95 Street Development

It is anticipated that the Quarters Tunnel will pass beneath the property located in the southwest quadrant at the intersection of Jasper Avenue and 95th Street. To allow for the Construction and Operation of the Quarters Tunnel the City proposes to obtain an easement on the portion of the property. The owner of the affected property is proposing a future development on the property. Conceptual details of the proposed development are provided in the Data Room. Timing for the Construction of the proposed development is currently unknown but could happen with one year's notice at any time during the Project Procurement Process, Construction or Operating periods.

5.12 Development Charges

The City shall pay the development charges under development permits for the City of Edmonton's Permanent Area Contributions (PAC), Sanitary Servicing Strategy Expansion Assessment (EA) and Sanitary Sewer Trunk Charge (SSTC). The Project Agreement will provide that Project Co will advise the City in advance of the amount and due date for these development charges and provide relevant back-up information. The City will elect whether to pay the development charges directly, to pay the development charges through Project Co on a direct flow through basis or to reimburse Project Co for having paid the development charges. A Proponent's total cost in its Financial Proposal shall exclude all amounts in respect of these development charges.

6. PROJECT AGREEMENT OVERVIEW - TRANSACTION STRUCTURE AND PAYMENT MECHANISM

6.1 Overview

The Project is being procured using a Public-Private Partnership (“P3”) delivery model, and specifically utilizes a Project Agreement that encapsulates Project Co’s responsibility to Design-Build-Vehicle Supply-Finance-Operate-Maintain (“DBVFOM”) the Project.

It is the intention of the City to enter into the Project Agreement with a legal entity to be proposed by the Preferred Proponent (Project Co). Flexibility is given to Proponents to structure the legal entity in order to deliver the best value to the City.

The City has selected a transaction structure in which Project Co will be responsible for the design, build, LRV procurement, partial financing, operations and maintenance the System over the Term of the Project Agreement. In accordance with the Payment Mechanism, Project Co will receive construction progress payments during the Construction Period. In return for making the System available and providing O&M services, Project Co will receive pre-defined payments from the City over the Operating Period.

Project Co will be solely responsible for the raising of any required financing to enable the execution of its obligations under the Project Agreement including the funding of costs not covered by the City’s payments to the Preferred Proponent as set out in the Payment Mechanism.

The City will not guarantee any debt incurred by Project Co.

6.2 Timing

The System is scheduled to open to users on or before 15 December 2020 (the “Target Service Commencement Date”). The Operating Period of 30 years shall commence at the Target Service Commencement Date (or earlier subject to appropriate notice by Project Co).

For the avoidance of doubt, if the Service Commencement Date is after the Target Service Commencement Date, the Operating Period will end on the thirtieth anniversary on the Target Service Commencement Date, regardless of the Service Commencement Date (i.e. the effective Operating Period will be shortened). Further details are provided in the Project Agreement.

Only minor works, not affecting the safe use of the System, may remain outstanding on the Service Commencement Date and these works will be subject to Holdbacks in the Service Commencement Payment as set out in the Payment Mechanism (see Section 6.4 below).

6.3 Compliance

Project Co will be required to have plans, systems, and processes, that meet the requirements of the Project Agreement, in order to measure, monitor, and audit its own performance. The City will undertake inspections over the term of the Project Agreement to ensure that Project Co is meeting its obligations.

6.4 Payment Mechanism

Payments made by the City to Project Co will consist of the following components as more fully detailed in Project Agreement Schedule 16 – Payment Mechanism:

- 1) Construction Period Payments in an amount of approximately 50% of the Total Capital Cost Amount, paid at monthly intervals according to progress, measured by value-in-the-ground as certified by the Independent Certifier, during the Construction Period;
- 2) A Service Commencement Payment covering approximately 16.7% of the Total Capital Cost Amount, paid upon the certification of Service Commencement by the Independent Certifier, with the remaining portion of the Total Capital Cost Amount to be paid to Project Co during the Operating Period;
- 3) Construction Period Payment Adjustments during the Construction Period to incentivize Project Co to minimize the impact of construction on the public. Examples of Payment Adjustments during the Construction Period include: Lane Closure Adjustments, ETS Bus Detour Adjustments, the NSRV Landscaping Adjustment and a Tree Removal Payment Adjustment, amongst other items;
- 4) The Construction Period also includes a penalty/incentive for reinstating, within the allowable timeframe, the SUP over the North Saskatchewan River following the closure of the Existing Cloverdale Footbridge;
- 5) Operating Period Payments to Project Co over the Operating Period consisting of:
 - a) Capital Payments, representing a constant monthly payments for the remaining privately funded Total Capital Cost Amount of the Project not covered by the Construction Period Payments and the Service Commencement Payment amortized over the 30 year Operating Period;
 - b) Indexed monthly Service Payments for the costs associated with the operation and regular maintenance of the Project. These payments will reflect the Service Levels provided by Project Co as well as adjustments for additional Service provided as a result of Special Events;
 - c) Indexed monthly Major Rehabilitation Payments for major or rehabilitative maintenance expenditures related to the Project;
- 6) Operating Period Payment Adjustments during the Operating Period including:
 - a) Payment Adjustments for LRT System Availability, where availability is a function of the number of trips completed, adherence to scheduled departure and arrival times, dwell times and the number of safe LRVs in service, amongst other items;
 - i. System Availability will be measured across several metrics that ensure that passengers are receiving high levels of service throughout the full Project Team;

- ii. The Service Performance Standards are measured across factors such as: daily and monthly trip completions, early departures, late departures and punctual departures of the first and last trains of the day.
 - b) An Energy Consumption Adjustment related to energy consumption of the System based on the various Service Levels;
 - c) Payment Adjustments for Small Permanent Changes to Service Levels; and
 - d) Payment Adjustments for Special Events service.
- 7) The Payment Mechanism also includes a Non-Performance Event (“NPE”) framework for the Construction and Operating Periods, which covers Payment Adjustment related to Non-Conformities not covered elsewhere in the Payment Mechanism. The NPE framework describes the number and persistence of points for each NPE Event and the approach to monetize NPE Points.
- 8) In addition to the performance-based adjustments described above, there are a number of other holdback-related provisions in the Project Agreement, including:
 - a) Construction completion holdback following Service Commencement; and
 - b) The Operating Period Payment shall also be subject to reserves or holdbacks, tied to hand back requirements for the Project assets at the expiry or termination of the Project Agreement.

6.5 Ownership of Assets

The transfer of ownership, risk and responsibility for the assets comprising and supporting the Infrastructure, the System and the Project Work can be summarized as follows:

- 1) Ownership of all Lands, or land interests, including any Additional Lands will remain with the City, subject to the Land Licence granted (see Section 5.1);
- 2) Ownership of all Infrastructure fixtures and improvements is transferred to the City on installation or upon becoming affixed to the Lands;
- 3) Ownership of all mobile and moveable equipment, including LRVs, is transferred to the City on delivery to the Site;
- 4) Project Co, Team Members, and Material Contractors will retain ownership of proprietary intellectual property used to construct the Infrastructure, operate and maintain the System, subject to a Project specific license in favour of the City;
- 5) Project Co, Team Members and Material Contractors will retain ownership of all consumables, parts, tools, and similar materials used to construct the Infrastructure and support the operations and maintenance of the System, subject to transfer obligations on handback to the City at the end of Term, including any early termination; and

- 6) Notwithstanding the transfer of ownership of assets to the City as outlined here, Project Co shall retain full risk of loss and damage to, and responsibility for, all assets during the Term, according to the terms and conditions of the Agreement.

The City is open to Proponent feedback through the RFI Process and the Collaborative Meetings regarding the possibility of Project Co retaining ownership of certain assets (e.g. LRVs) for a longer period and deferring the transfer of ownership to the City where the Proponent might demonstrate to the City an improved value for money proposition for the City with the proposed alternate approach.

6.6 High Level Allocation of Risks and Responsibilities

The City has developed a risk allocation for the Project which in its view is likely to meet the City's objectives. This risk allocation is reflected in the Project Agreement.

Some of the certain high level, key features of the risk allocation for the Project are highlighted below:

- 1) Project Co will be responsible for all elements of design, construction, partial financing, vehicle supply, operating and maintaining the System and for meeting the performance and handback requirements, except as otherwise explicitly specified; and
- 2) The City will assume the risk of actual ridership exceeding the capacity of the Infrastructure. Future expansion and the related operating expenses will be the responsibility of the City.

The table below presents a general high level allocation of responsibilities and risks between the City and Project Co. The more detailed allocation of responsibilities in the contractual drafting of the Project Agreement may bring nuances to the level of allocation of responsibilities between the parties that is shown here. Furthermore, the Project Agreement may utilize different terms to describe the various items shown in the table. Proponents are advised that, in the event of a discrepancy between this Volume 1 – ITP and Volume 2 – Project Agreement, Volume 2 shall prevail.

#	High level allocation of key risks and responsibilities	City	Project Co	Shared
1.	Design & Construction Phase			
	Design		✓	
	Construction of Infrastructure		✓	
	Vehicle supply		✓	
	Land acquisition	✓		
	Utility relocation			
	Before financial close	✓		
	After financial close		✓	
	Gerry Wright OMF			
	Infrastructure and equipment		✓	
	Activities surrounding the pipeline crossing the site		✓	
	Supply and installation of ticket vending machines ("TVM")			
	Specification of supplier and supply of TVM	✓		
	Installation of TVM	✓		
	Base Construction and conduit installation		✓	
	Bus Infrastructure (excluding Davies Transit Centre)			
	Shelters, Signage and other passenger facilities	✓		
	Civil infrastructure (Lay-bys, pads for shelters)		✓	
	Environmental and other permits and approvals		✓	
	Contamination:			
	Disclosed		✓	
	Undisclosed	✓		
	Geotechnical Site Conditions			
	General Corridor		✓	
	Tunnel & River Valley			✓
	Tunnel & Slope Stability			✓
	Stakeholder communications		✓	
	Testing & commissioning		✓	
2.	Operations & Maintenance Phase			
	LRT civil infrastructure		✓	
	LRT signals/systems		✓	
	Roadway signals/systems			✓
	LRVs		✓	
	Roadways and Drainage components			
	Within or below the extent of the Trackway		✓	
	Outside of the Trackway	✓		
	Landscaping			✓
	Snow removal:			
	Trackway		✓	
	Roadways and sidewalks:			
	Constrained areas		✓	
	OMF		✓	
	Davies Transit Centre and Park and Ride		✓	
	Stops and Station		✓	
	All other areas	✓		
	Stations / Stops		✓	
	Fare setting and collection	✓		
	Energy:			
	Consumption		✓	

#	High level allocation of key risks and responsibilities	City	Project Co	Shared
	Pricing/Inflation	✓		
	Activities surrounding the pipeline at the OMF		✓	
	Davies Park 'n' Ride and Transit Centre maintenance		✓	
	Mill Woods transit centre maintenance	✓		
	Marketing the LRT service	✓		
	Developing the service timetable			✓
	Bus Infrastructure (other than at Davies Transit Centre)	✓		
	Advertising	✓		
	Retail activities at stops	✓		
	Policing and fare enforcement	✓		
	Safety of System		✓	
	Damage to Project			✓
	Communications with the public concerning general transit information			✓
	Complaint Management			✓
	City transport policy	✓		
	Ridership Volumes	✓		
	User satisfaction		✓	
3.	Finance and other			
	Financing (partial/total)			✓
	Inflation:			
	During construction period		✓	
	During operating period	✓		
	Differential inflation during operating period		✓	
	Change in Law			✓
	Force Majeure			✓

NOTES:

- 1) Inherent in this allocation matrix is that Project Co will be responsible for adherence to the Project budget and schedule subject to the manifestation of City retained risks.
- 2) For the avoidance of doubt, Project Co is required to provide a work force for all obligations associated with the Operations and Maintenance phase of the Project including maintenance staff and LRV operators.

7. IDENTIFICATION OF THE PREFERRED PROPONENT

7.1 Evaluation Process

The Preferred Proponent, if selected, will be the Proponent amongst those who were invited to submit a Financial Proposal, who's Financial Proposal presents the lowest total cost over the Project Term on a net present value basis. The net present value will be calculated to the Financial Proposal deadline by discounting the Financial Proposal using a discount rate to be determined by the City, based on the City's long term average borrowing costs (and communicated in accordance with the timetable in Section 2.1). The Financial Proposal evaluation process is more fully described in Appendix O.

7.2 Preferred Proponent Deposit

Each Proponent must deliver to the City with its Financial Proposal an irrevocable, unconditional, on sight letter of credit in the amount of \$20 million (the "Preferred Proponent Deposit") expiring no earlier than one hundred and twenty (120) days from the deadline for the Financial Proposal (the "Proposal Validity Period") and substantially in the form of the sample form of letter of credit attached as Form O-e of Appendix O, presentable at a bank in Canada and issued by a bank authorized under the Bank Act (Canada) to do business in Canada (or issued by such other financial institution approved in advance for the purposes of this Section by the City, who may grant or decline such approval in its sole discretion), and having a senior, unsecured long-term credit rating of not less than A+ (with a stable outlook) or equivalent from one of (and no rating less than A+ (with a stable outlook) or equivalent from any other of) Standard & Poor's, DBRS (formerly known as Dominion Bond Rating Service) or Fitch Ratings (or any other major credit rating agency approved for the purposes of this Section by the City, who may grant or decline such approval in its sole discretion).

Notwithstanding the foregoing paragraph, a Proponent's Preferred Proponent Deposit may have an expiry date no earlier than 45 days from the deadline for the Financial Proposal, provided that in the event that Proponent is notified it is the Preferred Proponent, the City may present the Preferred Proponent Deposit for payment if that Proponent fails to deliver a renewal of the Preferred Proponent Deposit covering the remainder of the Proposal Validity Period, at least 7 days before the expiry date specified in the original Preferred Proponent Deposit.

The City shall surrender the Preferred Proponent Deposit to each of the Proponents that were not notified that they were the Preferred Proponent within 7 days of notification of Preferred Proponent.

The Preferred Proponent Deposit must be maintained in effect by the Preferred Proponent until the Preferred Proponent has executed the Project Agreement and upon such event, the City shall surrender the Preferred Proponent Deposit to Project Co within 14 days of such event.

The City may present the Preferred Proponent's Preferred Proponent Deposit for payment if any of the senior, unsecured long-term credit ratings of the issuer of the Preferred Proponent Deposit becomes less than A+ (with a stable outlook) or equivalent and the Preferred Proponent fails to deliver a replacement of the Preferred Proponent Deposit no later than 21 days after being so requested by the City.

The City may present the Preferred Proponent Deposit for payment and retain the proceeds therefrom as liquidated damages, only if the Preferred Proponent fails to execute the Project Agreement in accordance with this RFP.

Failure to provide the Preferred Proponent Deposit in accordance with the RFP may result in disqualification of the Preferred Proponent from the Project Procurement Process.

7.3 Extension of Proposal Validity Period

If the City wishes to extend the Proposal Validity Period, the City shall submit a request to extend it to those Proponents who's Proposals, in the City's sole discretion, are still under consideration in the Project Procurement Process. For the purpose of greater clarity, the City may issue a request to extend the Proposal Validity Period after the Preferred Proponent has already been identified. A Proponent may, in its discretion, refuse to extend the Proposal Validity Period in accordance with the following:

- 1) notwithstanding a Proponent's refusal to extend the Proposal Validity Period, that Proponent's Proposal shall continue to be valid in accordance with the original Proposal Validity Period; and
- 2) if the City determines that it will be unable to determine the Preferred Proponent or achieve Commercial Close prior to the expiration of the original Proposal Validity Period, the City may discontinue the evaluation or consideration of a Proponent or may discontinue negotiations with the Preferred Proponent if that Proponent has refused the City's request to extend the Proposal Validity Period and may continue the Project Procurement Process with only those Proponents that have agreed to an extension of the Proposal Validity Period.

In respect of the Preferred Proponent, the City shall be considered to have accepted the Preferred Proponent's Proposal, including its Financial Proposal prior to the expiration of the Proposal Validity Period if the City and the Preferred Proponent reach Commercial Close prior to the expiration of the Proposal Validity Period (or the extended Proposal Validity Period, if applicable). For greater clarity, the Preferred Proponent shall maintain its prices as set out in its Financial Proposal from Commercial Close until Financial Close.

7.4 Early Works Agreement

If the City determines, in its sole discretion, that the entering into of an Early Works Agreement is helpful to support the planned construction schedule of the Preferred Proponent and this would be in the overall best interests of the City and the Project, the City will request that the Preferred Proponent provide a detailed outline of the proposed scope of Project Work to be covered by the Early Works Agreement and any special terms that might apply, provided these are consistent with terms of the Early Work Agreement attached as Appendix E. Based on this proposal the City will determine, in its sole discretion, whether or not to proceed with an Early Works Agreement.

7.5 Execution of Project Agreement

Once issued in final form, the Project Agreement is to be executed by the Preferred Proponent no later than 17:00 MT on the Commercial Close and Financial Close Long Stop Date as set out in Section 2.1, without further negotiation or amendment, except for:

- 1) Insertion or necessary modification of factual or administrative information such as required dates, names, or addresses or information relating to Project Co's formation (name; type of entity; contact information and related);
- 2) Insertion or necessary modification of factual or administrative information to accurately reflect Project Co's relationship with its principal subcontractors;
- 3) Insertion or adoption of all or any part of the Preferred Proponent's Technical Proposal or Financial Proposal into the Project Agreement as determined by the City in its sole discretion after limited consultation with the Preferred Proponent by the City;
- 4) Having regard to the final Technical Proposal and Financial Proposal or any changes in law that may have occurred, amendments that may be necessary, in the City's determination that are necessary to create a fully legally complete, enforceable, and binding agreement, including readily apparent edits that enhance the clarity in the drafting and interpretation of Project Agreement provisions; and
- 5) Necessary or appropriate amendments that the City may, in its sole discretion, propose be negotiated, including Proposal Extracts.

The Preferred Proponent cannot qualify the acceptance of the final form of the Project Agreement. If the Preferred Proponent does not execute the Project Agreement in its final form no later than 17:00 MT on the Commercial Close and Financial Close Long Stop Date as set out in Section 2.1, in addition to any other remedy available to the City, in the sole discretion of the City, may designate the Proponent with the Financial Proposal with the next lowest total cost (in accordance with Section 7.1) as the Preferred Proponent.

7.6 Authorization and Approvals

The Preferred Proponent acknowledges and agrees that the entering into of the Project Agreement is conditional on and subject to the City obtaining any necessary authorizations and approvals required in connection with the Project, including, for certainty, the approval of the City Manager and, if applicable, City Council of the City of Edmonton and any other relevant government authority as may be necessary.

8. PROCESS TERMS AND CONDITIONS

8.1 Headings and Interpretation

Headings are used for convenience only, and will not affect the meaning or interpretation of the articles appearing below them. Words in the singular include the plural and vice versa.

8.2 City Discretion in Determining Compliance and Evaluating

8.2.1 *Pass/Fail Early Submissions and Proposals*

For the pass/fail Early Submissions and Proposals the City will determine compliance by Proponents with the requirements of the Early Submission/Proposal and, evaluate these early Submissions and Proposals at its sole discretion, as follows:

- 1) VLS-1.1: Reaffirmation of Team:
 - a) The City will determine whether the Proponent has satisfactorily confirmed continued participation of, and no material change to, the Proponent, Team Members or Key Individuals since RFQ Submission; or
 - b) Where a change is made, that the change is acceptable to the City in its sole discretion and in accordance with Section 2.13.1.
- 2) VLS-SUI-2B: City will determine whether a Proponent has passed or failed in satisfying the requirements for the VLS-SUI-2B Submission according to the pass/fail evaluation criteria described in Section 8.2.2;
- 3) Technical Proposal (VLS-2): City will determine whether a Proponent has passed or failed in satisfying the requirements for the Technical Proposal (VLS-2) according to the pass/fail evaluation criteria described in Section 8.2.2; and
- 4) Technical Proposal (VLS-2B): City will determine whether a Proponent has passed or failed in satisfying the requirements for the Technical Proposal (VLS-2B) according to the pass/fail evaluation criteria described in Section 8.2.2.

8.2.2 *Pass/Fail Determination*

For those Early Submissions or Proposals for which the City intends to apply a pass/fail evaluation, the following criteria will be applied by the City according to its assessments and judgements:

- 1) The Early Submission or Proposal should be complete by providing to the City all requested information set out in the applicable requirements contained in Appendices H to L;
- 2) The information contained in the Early Submission or Proposal must demonstrate to the City that the Proponent fully understands the requirements and the corresponding Performance Requirements in the Project Agreement;

- 3) The information contained in the Early Submission or Proposal must demonstrate to the City that the Proponent has the capability, capacity and commitment to fully comply with the foregoing Performance Requirements and without exceptions, deviations, deficiencies or other non-compliances, whether material or minor in nature;
- 4) The information contained in the Early Submission or Proposal must also demonstrate to the City that the Proponent has proper understanding of, and the capability, capacity and commitment to comply with, all other Performance Requirements that may not be specifically demanded by the various requirements for the Early Submission or Proposal. For these other Performance Requirements, the Proponents may receive a passing score notwithstanding the identification by the City of minor exceptions, deviations, deficiencies, omissions, or variances in an Early Submission or a Proposal provided that: (a) there are no material non-compliances by the Proponent with any other Performance Requirement; (b) the Proponent confirms its commitment to rectify all minor deficiencies, omissions, and variances, whether specifically noted by the City or not, should it become the Preferred Proponent;

Note: for greater certainty, notwithstanding that the City may confirm a pass score to a Proponent with an Early Submission or a Proposal containing minor defects, deficiencies, omissions or variances, the City is not waiving or modifying any of the related Project Requirements or Performance Requirements, and the Preferred Proponent and Project will still be required to perform all Project Requirements and Performance Requirements strictly in accordance with the terms of the Project Agreement.

- 5) A material non-compliance will be determined by the City to exist or arise in respect of the other Performance Requirements described in sub-paragraph 4) above when a Proponent through its Early Submission or Proposal material (including responses to City requests for clarification or additional information) demonstrates to the City that it either does not understand, or that it does not have the capability, the capacity or the commitment to perform, one or more other Performance Requirement that the City considers to be material or important to the City, including on a cumulative impact basis having regard to multiple minor exceptions, defects, deficiencies, omissions or variances.

8.2.3 City Feedback

The City has the discretionary right to provide feedback to Proponents on all Early Submissions and Proposals, and to seek clarifications and additional information throughout the Project Procurement Process, including the communication by the City to Proponents of identified deficiencies, defects, omissions, variances or non-compliances, both minor and material.

The City, however, does not have an obligation to the Proponents to identify or communicate to each or all Proponents any or all deficiencies, defects or non-compliances, whether minor or material and each Proponent acknowledges that while the City intends to proactively communicate and exchange information with each Proponent in regard to these matters the scope of this interactive communication may differ between the Proponents based on the scope or nature of the deficiencies, defects, omissions, variances or non-compliances that the City may identify, and choose to, in its discretion, seek clarification or additional information in respect of.

8.2.4 Additional Information

In carrying out its evaluation of Early Submissions and Proposals, in addition to the information and material provided by a Proponent pursuant to the requirements for the Early Submission or Proposal, the City may also consider additional information or material obtained by the City from the Proponents through specific requests the City determines in its discretion to make, to clarify or supplement its understanding and assessment of any part of any one or more of the Proponent's Early Submissions or Proposals or any information the City may independently discover through reference enquiries or other collateral investigations, including those contemplated by Section 8.10. The City may request or otherwise identify required clarifications or additional information at any time during the Project Procurement Process.

8.2.5 Governance and Administration

The City will determine in its sole discretion how it will staff its evaluation committees or teams and what administrative process will be followed to carry out to complete all evaluation activity. The City has no obligation to disclose to Proponents any of the foregoing information or the analysis, findings or records of the City in respect of any evaluation carried out in this Project Procurement Process.

8.2.6 Disqualification and Termination Rights

Nothing in this section 8.2 shall in any way limit, restrict, or modify in any manner the City's disqualification and termination rights set out in Sections 8.6 and 8.17.

8.3 Ownership of Submissions, Proposals and IP Licence

8.3.1 General

The City shall own and have the right to retain and use all Early Submission and Proposal documentation and have no obligation to destroy or return such documentation to the Proponents during, at or following the termination of this Project Procurement Process. The City will also have the right to use for Project purposes, the intellectual property utilized by, supporting and forming part of any Early Submission or Proposal, subject to the confidentiality and restricted use obligations of the City as set out in the Participation Agreement and this Section 8.3.

8.3.2 Freedom of Information Legislation

Proponents are advised that the RFP Documents and other information in respect of this RFP, including the Data Room, information provided as part of the Collaborative Process, Early Submissions or Proposals may be subject to public disclosure pursuant to the Freedom of Information and Protection of Privacy Act (FOIP).

All documents submitted to the City will be subject to the protection and disclosure provisions of FOIP. FOIP allows persons a right of access to records in the City's custody or control. It also prohibits the City from disclosing the Proponent's personal or business interests or information that would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP.

Proponents are encouraged to identify what portions of their various Early Submissions and Proposals that are confidential and what harm could reasonably be expected from its disclosure. Proponents are also encouraged to review FOIP as it contains measures by which disclosure of information may be prevented or limited. However, the City cannot assure Proponents that any portion of an Early Submission or Proposal can be kept confidential under FOIP.

Subject to the provisions of FOIP, and the terms of the Participation Agreement, the City will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Proponent as confidential but shall not be liable in any way whatsoever to any Proponent or Team Members if such information is disclosed based on an order or decision of a relevant authority or otherwise as required under Applicable Law. No assurance is provided by the City that a Proponent's information will not be released pursuant to FOIP.

8.3.3 Licence to Intellectual Property

- 1) No Imposed Restrictions: Proponents shall not use or incorporate into their Proposals any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Proponents have, or will procure through licensing without cost to the City, the right to use and employ such concepts, products and processes in and for the Project.
- 2) City Data: All information or data describing or supporting the Performance Requirements, designs, documents, plans and other information or data supplied by the City to the Proponents in connection with this RFP are and shall remain the property of the City. Upon request of the City, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Proponent) must be returned to the City.
- 3) Licence to City: The Proponent shall grant to the City a non-exclusive, perpetual, irrevocable, fully paid and royalty free licence (fully assignable without the consent of the Proponent and with the right to sub-licence without the consent of the Proponent) to use the Proposal Information (the "Proposal Information Licence") for the purposes of the Project. Without limiting the foregoing, the Proposal Information Licence shall include the right to modify the Proposal Information and, where applicable, to use it or any modified form of it for the Project. Under no circumstances shall the Proponent, except the Preferred Proponent in relation to this Project and according to the terms or the Project Agreement be liable to the City or to any other Person for any damages, losses, costs, expenses, claims or actions whatsoever arising directly or indirectly from the use of the Proposal Information pursuant to the Proposal Information Licence.
- 4) For the purpose of this Section 8.3.3, "Proposal Information" includes:
 - a) All information contained in an Early Submission or a Proposal or which is disclosed by or through a Proponent to the City during the evaluation of an Early Submission or Proposal or during the process of executing the Early Works Agreement or Project Agreement; and
 - b) Any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Proponent and revealed to or discovered by the City, including any

and all those which may be connected in any way to the preparation, submission, review or negotiation of any Early Submission or Proposal or the Project Agreement.

- 5) Authorizations: Proponents shall ensure that all intellectual property rights associated with any and all of the Proposal Information (including copyright and moral rights but excluding patent rights) provide for and give the City the rights set out in this Section 8.3.3. It is expressly understood and agreed that any actual or purported restriction in the future on the ability of the City to use any of the Proposal Information, or anything else obtained by or through Proponents, shall be absolutely null and void and unenforceable as against the City and its advisors, and that the provisions of this Section 8.3.3 shall take precedence and govern.

8.4 Use of RFP Documents and Data Room

The RFP Documents and Data Room are only to be used by Proponents for the purpose of preparing an Early Submission or Proposals and not for any other purpose.

8.5 Modification or Cancellation of RFP

The City may, in its sole direction, or for its own convenience, modify, supplement or amend the terms of this ITP or any of the RFP Documents; or change the scope of the Project, or structure the procurement on different terms. Any or all of that may be done with no compensation to the Proponents, Team Members, Key Individuals or any other party.

The City is not bound to accept any Early Submission or Proposal. Although it is the current intention of the City to select a Preferred Proponent and to enter into a Project Agreement, the City may in its sole discretion, at any time prior to the execution of the Project Agreement, terminate the Project Procurement Process. The City may in its sole discretion in that event either cancel the Project or proceed with the Project on different terms or proceed with the Project as a traditional design-bid-build, design-build or other procurement model.

In the event that the City cancels this RFP but proceeds with the Project, the City may in its sole discretion issue a new request for proposals for any or all parts of the Project. In that event, the City may proceed with any or all parts of the Project in such manner as the City in its sole discretion considers appropriate, including by using some or all of the Proponents' ideas and concepts. Further in that event, the City shall be at liberty to contract directly with one or more of the Team Members of the Proponents or with any one or more of the contractors, sub-contractors, consultants, advisors and others engaged by or through any Proponent or any Team Member to a Proponent or with any other person or persons, for any matter related to all or any part of the Project.

No course of action or inaction by the City that is permitted by this Section 8.5 shall create any obligation or liability to any Proponent or its Team Members or its Key Individuals or any other person or create a right of recourse against or entitlement to compensation from the City, other than the honorarium detailed in Section 1.11.

8.6 Rejection of Proposal

The City may reject any Early Submission or Proposal and possibly terminate the continued participation of a Proponent in this Project Procurement Process:

- 1) In accordance with the evaluation process described in Section 8.2;
- 2) Pursuant to a disqualification of a Proponent by the City pursuant to Section 8.2.6 or Section 8.17; or
- 3) If the City decides to cancel or terminate the Project Procurement Process pursuant to Section 8.5.

8.7 Consent to Use of Personal Information

By responding to this RFP, the Proponent consents that it has obtained the written consent from all of the Team Members and Key Individuals and individuals identified in the Early Submissions and Proposals, for the City to use the personal information provided in the Early Submissions and Proposals. The Proponent may be required to provide proof of the consent to the City, upon request.

8.8 Email Communication

The Proponent recognizes and accepts the risks associated with communicating by email, including, without limitation, the lack of security, the unreliability of delivery and the possible loss of confidentiality. The Proponent assumes all risk, responsibility, and liability associated with the use of email communication, including, without limitation, ensuring that information sent is received in its entirety within any time limit specified by this ITP.

Email communications to the Contact Person will be deemed as having been received by the Contact Person on the date and time indicated on the Contact Person's electronic equipment or by the clock used by the Contact Person for that purpose.

8.9 Trade Agreements

This RFP falls within the scope of the New West Partnership Trade Agreement and Chapter 5 and Annex 502.4 of the Agreement on Internal Trade and is subject to the applicable provisions of these trade agreements, but the rights and obligations of the parties are governed by the specific terms of this ITP and as noted in the Participation Agreement.

8.10 Disputes and Past Performance

The City has an administrative directive that deals with contracting with parties who are in dispute with the City that may need to be resolved by litigation or arbitration. The City may reject an Early Submission or a Proposal if the Proponent, Team Member or Affiliates, have such dispute(s) with the City.

The City may review its records with respect to the performance of a Proponent or Team Member or Affiliates, on previous contracts with the City, and with respect to the conduct of a Proponent, Team Member or Affiliate in a prior procurement process. The City may reject an Early Submission or Proposal if

the City determines that a Proponent's performance or the performance of an Affiliate or Team Member of a Proponent on previous contracts with the City is unsatisfactory, or if the conduct of a Proponent in a prior procurement process was determined to be inappropriate, and the City's Materials Management Branch has advised the Proponent, Team Member or Affiliates of this determination.

8.11 Cost of Submission

Notwithstanding the honorarium set out in Section 1.11, the preparation and submission of, and all discussions or other proceedings relating to the Early Submissions and Proposals, will be conducted at the sole cost of the Proponent. The City will not be responsible for any costs incurred by a Proponent in the preparation or submission of the Early Submissions or Proposals, including any costs incurred by the Proponent to attend meetings or make presentations relating to its Early Submissions and Proposals.

8.12 Replacement of RFQ

Upon the signing of the Participation Agreement by the Proponent and its Team Members the terms of this ITP shall replace the terms of the RFQ in respect of all communications, actions, and activities that occur from that date forward.

8.13 No Liability

Except as expressly set out in the Participation Agreement and Section 8.22, the City does not, by issuing this RFP or by any communication or documentation made or provided in connection with this RFP, incur any duty of care, contractual, fiduciary or implied obligation of any kind to any Proponent, Team Member, Key Individual or other person except as expressly stated and limited in the Participation Agreement, and the City expressly disclaims any liability or obligation to any Proponent, Team Member, Key Individual or other person in connection with this RFP. Statements in the RFP Documents of the City's expectations in relation to the Project, the Project Agreement, the Project Procurement Process and this ITP are relied upon or acted upon by Proponents, Team Members, Key Individuals and other persons solely at their own risk.

The City may amend, suspend, postpone, cancel, or extend the closing of this RFP or any future stage of the Project Procurement Process without incurring liability to any Proponent, Team Member, Key Individual or other persons.

8.14 Limitation of Damages

The Proponent and its Team Members, by submitting any or all of an Early Submission or Proposals, agrees that it will not make any claim for damages, losses or liabilities of any kind whatsoever against the City or a City Person, for whatever reason, in respect of the Project or the Project Procurement Process, except for a proven breach by the City of an express obligations set out in the Participation Agreement, and in such case the claim shall not be in excess of the proven damages or losses incurred or suffered as a direct result of such breach and in any event shall not exceed an amount equivalent to the reasonable costs actually incurred by the Proponent and its Team Members in preparing its Proposal minus the honorarium (as set in Section 1.11) if applicable.

8.15 City Licences, Permits or Approvals

If a Proponent is required by Applicable Law to hold or obtain a licence, permit, consent or authorization to carry an activity contemplated in its Early Submissions or Proposals or in the Project Agreement, neither acceptance of the Early Submissions or Proposals nor execution of the Project Agreement by the City shall be considered to be approval by the City of carrying on such activity without the requisite licence, permit, consent or authorization.

8.16 Power of City Council

Proponents are advised that no provision of the RFP Documents (including a provision stating the intention of the City) is intended to operate, nor shall any such provision have the effect of operating, in any way, so as to interfere with or otherwise fetter the discretion of the City Council of the City of Edmonton in the exercise of its legislative and regulatory powers.

8.17 Disqualification

The failure to comply with any aspect or term of this ITP or RFP Documents, may render the Proponent subject to such actions as may be determined appropriate by the City, including possible disqualification from the Project Procurement Process, suspension from the Project Procurement Process and/or the imposition of conditions which must be complied with before the Proponent will have its privilege of continued participation in the Project Procurement Process reinstated.

8.18 Representations and Warranties

The only representations and warranties being provided by the Proponents and by the City in relation to the Project Procurement Process are those that are expressly set out in the Participation Agreement. There are no other representations or warranties being provided by any party, whether implied by statute or custom and practice or law, or otherwise.

8.19 Proponent Due Diligence

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, as considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Project or the Project Agreement.

The Preferred Proponent's (Project Co) obligation to carry out independent research, investigations, due diligence or to seek independent advice or, if applicable, their ability to rely on information provided by the City is more particularly set out in the Project Agreement.

Except as explicitly provided for in the Project Agreement, the City does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Proponents in the Data Room, or otherwise communicated, disclosed or transmitted by the City.

8.20 Security Clearances

The City may require that the Proponents satisfy required security clearance screenings for Team Members and Key Individuals during the RFP. The City reserves the right to require such security clearance screenings for Proponents during this RFP if circumstances warrant this in the City's sole discretion and determination.

8.21 Governing Law

The RFP Documents shall be construed, and the relations between the City and the Proponents and their Team Members determined, in accordance with the laws in force in the Province of Alberta and the courts of the Province of Alberta shall have exclusive jurisdiction with respect to all matters relating to or arising out of the RFP.

8.22 Disclosed Data, Warranted Data, Contract Data and Reference Material

All information, data, material, including all reference plans, reference concepts, designs or drawings, disclosed, supplied, transmitted, or referred to by the City, including anything contained in the Data Room, and whether prepared or developed by the City or another person, and including anything that may have been publicly filed or disclosed by the City, or filed or disclosed by the City to any Governmental Authority (including the City) (collectively the "Disclosed Data"), has been or is being provided to the Proponents for non-binding information purposes only and the City is making no representations or warranties of any kind whatsoever, whether express or implied, as to the accuracy, validity, relevance, adequacy, suitability or sufficiency of any such Disclosed Data, except as follows:

- 1) City Warranted Data: the express warranties of the City included in the signed Participation Agreement or the signed Project Agreement as it applies to Project Co. are legally binding on the City. This may possibly include specific data reports or documents developed in relation to the Project where the City decides, in its sole discretion, to include such an express warranty in the Project Agreement as an appropriate and prudent value for money allocation of risk and responsibility (collectively "Warranted Data").
- 2) Contract Data: The Project Agreement contains express references to external documents (including engineering standards; regulatory or administrative policies or guidelines; construction and other industry standards and similar) for the purposes of describing or defining Project Requirements or Performance Requirements or other contractual obligations of Project Co (collectively, the "Contract Data") which will be legally binding on Project Co and the City as it will form part of the Project Agreement. The City is making no representation and providing no warranty or any kind whatsoever in respect of the accuracy, validity, suitability, relevancy, adequacy, or sufficiency or any Contract Data.

The only legally binding representations, warranties or assurances being provided by the Proponents in respect of their Early Submissions and Proposals or otherwise in favour of the City are those expressly set out in the Participation Agreement, and for the Preferred Proponent, those contained in the Project Agreement, including Proposal Extracts that are incorporated into the Project Agreement in accordance

with and subject to the terms of the Participation Agreement and Project Agreement Schedule 23 – Proposal Extracts.

The Proponent is required to immediately bring forth to the City any conflict or error that it may find in the RFP Documents. All other data is provided for informational purposes only.

8.23 Communications Restrictions

8.23.1 *Communications with Other Government Authorities and Utilities*

The City is not in any way whatsoever responsible for any representations, statements, assurances, commitments or agreements which Proponents, Team Members or their respective advisors receive or believe they may have received from a government authority, a utility, a railway company or any other person in any way relating to the Project. Proponents, Team Members and their respective advisors rely on any such representations, assurances, commitments or agreements at their sole risk without recourse against the City.

8.23.2 *No Lobbying*

Proponents and their Team Members and Key Individuals or Affiliates are strictly prohibited from engaging in any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of the Project Procurement Process. Failure to comply with this provision may result in disqualification of the Proponent from the Project Procurement Process. All correspondence or contact by Proponents with the City must be directly and only with the Contact Person or as otherwise provided for in this ITP.

8.23.3 *No Collusion*

Proponents must ensure that their participation in the Project Procurement Process is conducted without collusion, conspiracy or fraud on their part or the part of any of their Team Members or Key Individuals. Proponents and their Team Members and Key Individuals shall not engage in discussions, or communications with any other Proponents, or their Team Members and Key Individuals regarding the preparation of their Early Submissions or Proposals. Breach of this provision may result in the disqualification of the Proponent(s) from the Project Procurement Process. The City acknowledges that potential team members must communicate for the purpose of teaming, however communication involving the strategic positioning of Early Submissions or Proposals may result in disqualification.

Suppliers, subcontractors, and service providers may supply goods and/or services to multiple Proponents so long as they are not considered Team Members of any one Proponent. Proponents are required to proactively manage the requirements of this Section 8.23.3 amongst its Team Members and of its suppliers, subcontractors, and service providers.

For clarity, the City recognizes that suppliers, subcontractors, and service providers may be approached by multiple Proponents during the Project Procurement Process to discuss their interest in supporting one or more Proponents. The City also recognizes that certain suppliers, subcontractors and service providers may make commitments to one or more Proponents. Therefore, communications may take place with

some suppliers, subcontractors and service providers regarding the planned submissions of one or more Proponents. These communications will not be considered to be in violation of this Section 8.23.3 provided these cross team communications through a common supplier, subcontractor and/or service provider do not involve any disclosure or discussion of the Proponent(s) bid strategy or competitive positioning in this process for one or more Proponents.

8.23.4 *No Promotion*

Proponents and their Team Members or Key Individuals should not make public comments or carry out activities to publicly promote their Early Submissions or Proposals or their interest in the Project, without first obtaining the prior written consent of the City. Breach of this provision may result in disqualification of the Proponent from the Project Procurement Process.

8.23.5 *Public Announcements, Communications and Engagement*

Proponents shall not make, and shall not cause or permit any entity not at arm's-length with Proponents to make, any public announcement relating to the RFP except as approved in advance by the City, acting reasonably. All communications and engagement with the public and all third parties shall be managed and carried-out in accordance with the protocols and requirements of the Project Agreement Schedule 12 - Public Communications and Public Engagement.

APPENDIX A - DEFINITIONS

Defined terms that are specific to this ITP are listed in this Appendix A. The defined terms of the Project Agreement, as set out in Project Agreement Schedule 1 – Definitions, shall also be applicable to this ITP and for the avoidance of doubt, such defined terms are not included in this Appendix A. In the event of an inconsistency or conflict between Volume 1 and Volume 2 of the RFP Documents, Volume 2 shall prevail.

Additional Team Member: Shall mean any Team Member of the Proponent that was not included in the Proponent’s RFQ Submission as a Team Member.

Affiliate, or Affiliated Persons, or persons “Affiliated” with each other, in respect of a Person: means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person where “control” means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by statute, contract, credit arrangement or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

For the purposes of the foregoing definition, “Person” means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or Governmental Authority.

City: The City of Edmonton.

CNR: Canadian National Railway Company.

Collaborative Meeting Location: Shall mean the location included in the table at Section 1.4.

Collaborative Meeting Protocols: Shall mean those protocols set out in Section 2.3.

Collaborative Process: Shall mean the process described in Section 2.3.

Commercial Close: Shall mean the process and date at which the City and the Preferred Proponent execute the Project Agreement, which may be different from the Financial Close. Note to Proponents: A concurrent or sequential Commercial Close and Financial Close will be further assessed and confirmed after further information from Proponents is received on their planned financial plans as included in their Financial Proposals (VLS-3)

Common Ownership or Management: shall have the meaning assigned under Section 2.13.3.

Confidential Collaborative Meeting: Shall mean those meetings described in Section 2.3 through which the City will engage with Proponents on technical, Project Agreement matter and other matters as requested by the Proponents in accordance with the Collaborative Process.

Conflict of Interest Adjudicator, or COI Adjudicator: an independent individual that may be retained by the City to provide a final decision on any perceived, possible or actual conflicts of interest or unfair process advantage issues throughout the Project Procurement Process as nominated at the discretion of the City in accordance with Section 1.8.

Contact Person: shall mean the City's designated point of contact for the RFP as detailed in Section 1.4.

CPR: Canadian Pacific Railway Limited.

CTP: ConnectEd Transit Partnership, the brand name of the Owner's Engineer team (AECOM and subconsultants).

Data Room: The electronic folder system the City has made available to Proponents, available for access through the RFP Administration Portal.

Early Submissions: Shall mean those submissions listed in Section 2.6, the requirements for which are included in Appendices H to L and form the Proponent's detailed information package that it shall create in response to the RFP and the requirements set out in Appendices H to L and which shall be evaluated by the City in accordance with Appendices H to L.

EISA: Environmental Impact Screening Assessment and Site Location study.

ETS: Edmonton Transit System.

Execution of Agreement Long Stop Date: 14 January 2016

Fairness Monitor: shall mean the individual or firm as set out in Section 1.7 and have the meaning assigned under Section 1.7.

Financial Close: Shall mean the date the date on which the Senior Lenders fix interest rates and reaffirm commitment to advance funds for the project financing arranged by Project Co, which may be different from the Commercial Close. Note to Proponents: A concurrent or sequential Commercial Close and Financial Close will be further assessed and confirmed after further information from Proponents is received on their planned financial plans as included in their Financial Proposals (VLS-3).

Financial Offer: Shall mean the Proponents binding price related to its Technical Proposal and as reflected in the information to be populated by Proponents in Forms O-a to O-d in Appendix O of this ITP.

Financial Proposal: Shall mean the proposal submission required from Proponents in accordance with Section 2.8 and as more fully detailed in Appendix O and forms the Proponent's detailed information package that it shall create in response to the RFP and the requirements set out in Appendix O and which shall be evaluated by the City in accordance with Appendix O.

FOIP: Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25.

Guarantee: a written agreement by a parent company or Affiliate to perform or otherwise satisfy the financial and performance obligations of a related Team Member.

Guarantor: a parent company or Affiliate providing a Guarantee for the performance obligations, including financial obligations or liabilities, of a related Team Member.

LRT: Light Rail Transit.

LRT Governance Board: the Project oversight board created under City Bylaw 15659 and continued under City Bylaw 16766 and whose mandate is also disclosed as part of that Bylaw and includes members of the private sector community.

LRV(s): Light Rail Vehicle(s).

Materials Management: the City's Materials Management Branch.

NPV: Net Present Value.

O&M: Operations and Maintenance.

Participation Agreement: Shall mean the agreement included as Appendix C and which must be executed by the Proponents and their Team Members in accordance with Section 1.1.

Preferred Proponent: shall have the meaning establish in Section 7.1 and who, subject to the Execution of the Project Agreement, shall become Project co for the purposes of the Project Agreement.

Process Coordinator: Shall mean the organization or individuals listed in the table at Section 1.4.

Project: Valley Line LRT – Stage 1.

Project Agreement: the draft contract document enclosed as Volume 2 of the RFP Documents and that will be utilized to effect the P3 transaction structure, once in final form.

Project Procurement Process: The combined process utilized to select a Preferred Proponent and execute the Project Agreement in accordance with the City's objectives for pursuing the delivery of the Project as a P3. It shall include the RFQ, the RFP and the Commercial and Financial Close phase.

Proponent: firms, companies, partnerships, corporations, individuals or consortia of the same (composed of team Members, suppliers, subcontractors, or service providers), which is participating in the preparation only one set of Early Submissions and Proposals as part of the RFP as a consequence of being shortlisted during the RFQ.

Proponent Lead Representative: the Team Member that is designated by the collective Team Members of the Proponent as the representative for the Proponent and so declared with the executed Participation Agreement and all subsequent acknowledgement forms to be included with the Early Submissions and Proposals.

Proposal(s): shall mean the Technical Proposals and the Financial Proposal.

Proposal Information: has the meaning assigned under Section 8.3.3.

Proposal Validity Period: Shall have the meaning established in Section 7.2 and 7.3.

Public-Private Partnership, or P3: the delivery model that the City has retained for the Project, which includes the design, construction, vehicle supply, partial financing, operations and maintenance of the Project over a 35 year term horizon.

Request for Clarification: Shall mean those requests from the City, to Proponents, for clarification with regards to their Early Submissions or Proposals in accordance with Section 2.9.3.

Request for Information, or RFI: a question, inquiry or request for more information about the procurement phase or the procurement documents as described in Section 2.3.3.

Request for Proposals, or RFP: the documents and procurement phase (used interchangeably) that will be utilized to determine the Preferred Proponent of the Project Procurement Process.

Request for Qualification, or RFQ: shall mean the procurement phase (used interchangeably) that was utilized to determine the shortlist of Proponents to participate in the RFP.

Restricted Party(ies): shall mean those parties listed in Section 1.6.

RFI Process: the process by which Proponents shall submit, and the City shall answer, RFI's, as set out in Section 2.3.3.

RFP Administration Portal: The web based system utilized by the City to administer the RFP as described in Section 1.5.

RFP Documents: has the meaning assigned under Section 1.2.

RFQ Submission: the submission made by the Proponent in response to the RFQ and for which the Proponent was shortlisted to participate in this RFP.

ROW: right-of-way.

Sole Discretion: Means the sole and absolutely unfettered discretion of a Party free of any implied or other influences or obligations including any fiduciary obligations or implied duties to act fairly or reasonably in the exercise of that discretion.

Team Member: shall mean any firm, company, partnership, corporation, individual or consortia of the same providing an equity investment or equivalent ownership commitment to the Respondent in respect of the Project or any firm, company, partnership, corporation, individual or consortia of the same who is named by the Proponent in its Early Submissions or Proposals. Team Members can only be involved with one Proponent.

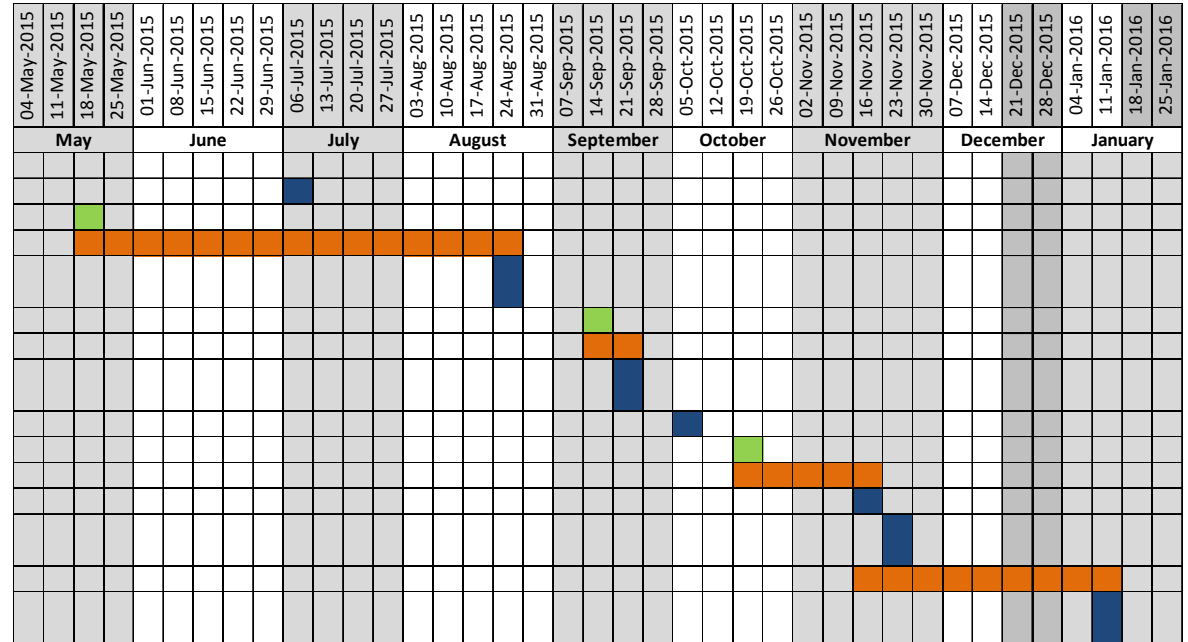
Technical Information Meetings: Shall mean those meetings, organized by the City, for Proponents to engage with various utilities, railway companies and other stakeholder groups as more fully described in Section 2.2.3 and Appendix G.

Technical Proposals: Shall mean the proposal submission required from Proponents in accordance with Section 2.7 and as more fully detailed in Appendix M and N and forms the Proponent’s detailed information packages that it shall create in response to the RFP and the requirements set out in Appendices M and N and which shall be evaluated by the City in accordance with Appendices M to N.

TVM: Ticket Vending Machine.

VLS: Valley Line Submission.

Activity	Day Start	Day End
VLS-2, VLS-3 AND COMERCIAL AND FINANCIAL CLOSE PROCESS		
FINAL Project Agreement Issuance	10 July 2015	NA
Deadline: Technical Proposal (VLS-2)	19 May 2015	NA
Technical Proposal (VLS-2) Evaluation	19 May 2015	Thu/27/Aug/2015
Notification of Evaluation Results of Technical Proposal (VLS-2)	28 August 2015	NA
Deadline: Technical Proposal (VLS-2B)	18 September 2015	NA
Technical Proposal (VLS-2B) Evaluation	15 September 2015	Thu/24/Sep/2015
Notification of Evaluation Results of Technical Proposal (VLS-2B)	25 September 2015	NA
Notification of Discount and Inflation Rates	07 October 2015	NA
Deadline: Financial Proposal (VLS-3)	20 October 2015	NA
Financial Proposal (VLS-3) Evaluation	20 October 2015	Wed/18/Nov/2015
Notification of Preferred Proponent	19 November 2015	NA
Earliest opportunity for execution of Early Works Agreement	26 November 2015	NA
Commercial Close and Financial Close Process	19 November 2015	Wed/13/Jan/2016
Commercial Close and Financial Close Long Stop Date	14 January 2016	NA



Legend	
Deadline	█
Notification	█
Meetings / Presentations	█
Activity	█

APPENDIX C - PARTICIPATION AGREEMENT

[Letterhead of Proponent]

September [XX], 2014

City of Edmonton
Corporate Services City,
Materials Management
Room 800 Chancery Hall,
3 Sir Winston Churchill Square
Edmonton, AB, T5J 2C3

Attention: Alexandria Watterworth

Dear Mrs. Watterworth:

Re: Edmonton-Valley Line LRT – Stage 1 Project – Participation Agreement

This letter agreement sets out the terms and conditions of a Participation Agreement between [Insert Name of Proponent] (the “**Proponent**”) and the City of Edmonton (“**City**”), in respect of the Request for Proposals issued by City on **September 10, 2014**, as amended or otherwise clarified from time to time, including by all Addenda (the “**RFP**”) pursuant to which the Proponent and each Team Member agrees with the City as follows:

- (1) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- (2) **Participation.** The Proponent agrees that as a condition of participating in the Project Procurement Process, including in the Collaborative Meetings and in gaining access to the Data Room, the Proponent and each of its Team Members must comply with the terms of this Participation Agreement.
- (3) **Confidentiality.** The Proponent will comply with, and will ensure that all of the Team Members and others associated with the Proponent and its Early Submissions and Proposals also comply with, the confidentiality terms and conditions attached as Schedule 1 to this Participation Agreement, all of which are expressly included as part of this Participation Agreement. The City will comply with the Schedule 1 confidentiality terms and conditions to the extent applicable to Proponent identified confidential information received by the City from a Proponent.
- (4) **Binding RFP Terms.** The Proponent will comply with and be bound by, and will ensure that all of its Team Members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP which are specifically incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
 - (a) **Proponent Team:** that the provisions of the RFP that are incorporated into this Participation Agreement that establish legally binding terms and conditions for the Proponent and its Team Members include: **(a)** Section 1 (Document Overview and Initial Process Items); **(b)** Section 2 (Process Requirements); **(c)** Section 7 (Identification of

Preferred Proponent); **(d)** Section 8 (Process Terms and Conditions); and **(e)** the Appendices to the extent applicable to the foregoing sections;

- (b) **City:** that the only provisions of the RFP that are incorporated into this Participation Agreement that establish legally binding obligations for the City include: **(a)** Section 1.8 (Conflict of Interest Adjudicator), if applied by the City; **(b)** Section 1.11 (Honoraria); **(c)** Section 2.10 (Borehole Testing), if testing is carried out by the City; **(d)** Section 7.2 (Preferred Proponent Deposit); and **(e)** Section 8 (Process Terms and Conditions).
 - (c) **Background Information:** The other provisions of the RFP are provided for background information purposes only and do not create or establish legally binding terms and conditions between the City and the Proponents (including their respective Team Members).
 - (d) **City Limits of Liability:** For greater certainty, the Proponent and its Team Members acknowledge and agree that they are bound by the City disclaimers, limitations and exclusions of liability, the Proponent's waiver of claims and the RFP confirmation of no implied, fiduciary or equitable duties or obligations of City to the Proponents or their Team Members or any other person in relation to this Project Procurement Process, including Section 8.13 (No Liability) and Section 8.14 (Limitation of Damages) and Sections 1.5.2 and 8.22 (Disclosed Data) of the RFP;
 - (e) **Honoraria:** That the City's and the Proponent's obligations in respect of payments of, or entitlements to, partial compensation or reimbursement or other similar payments in relation to their participation in this Project Procurement Process are strictly limited and conditional as set out in Section 1.11 (Honoraria) of the RFP;
 - (f) **Security Deposit:** That the City's and the successful and unsuccessful Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Section 7.2 of the RFP;
- (5) **Amendments or Termination.** The Proponent acknowledges and agrees that pursuant to Section 8.5 of the RFP:
- (a) **Amendments:** City may in its sole and absolute discretion amend, modify or change the RFP or the Project procurement opportunity at any time and from time to time; and by participating in the Project Procurement Process following any amendment the Proponent is deemed to have accepted, and agreed to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to subsequently participate and not submit a further Early Submission or Proposal.
 - (b) **Termination or Cancellation:** The City may cancel or terminate the Project Procurement Process and RFP at any time for any reason in the City's sole discretion.
- (6) General
- (a) **Proponent Representation:** The Proponent and each Team Member hereby represents and warrants that:

- It has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - This Participation Agreement has been duly and validly executed by it, or on its behalf by its duly authorized representatives; and
 - This Participation Agreement constitutes a legal, valid and binding agreement enforceable against each of the Proponent and each Team Member in accordance with its terms.
- (b) **City Representations:** The City represents to the Proponent that:
- It has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - This Participation Agreement has been duly and validly executed by it, or on its behalf by the City's duly authorized representative; and
 - This Participation Agreement constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms.
- (c) **Survival:** Notwithstanding anything else in this Participation Agreement, if City, for any reason, cancels the Project Procurement Process or the RFP, the Proponent and each Team Member agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.
- (d) **Severability:** If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (e) **Enurement:** This Participation Agreement enures to the benefit of City and binds the Proponent and its successors.
- (f) **Applicable Law:** This Participation Agreement is deemed to be made pursuant to the laws of the Province of Alberta and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (g) **Headings:** The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (h) **Gender and Number:** In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.

The City is requested to sign in the space provided below and deliver a duplicate copy of this letter agreement to the Proponent.

Yours truly,

(1) _____
(Name of Proponent Team)

(2) _____
(Name of Proponent Lead Representative)

Authorized Signatory

Authorized Signatory

(3) _____
(Name of Team Member)

(4) _____
(Name of Team Member)

Authorized Signatory
(please print)

Authorized Signatory
(please print)

[NTD: Please add more space as required]

Agreed to by City of Edmonton

By: _____
Authorized Signatory

SCHEDULE 1 – CONFIDENTIALITY TERMS AND CONDITIONS

1. **Definitions.** In these confidentiality conditions:

a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, the RFQ or the Project Procurement Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records, reference designs, plans, drawings or other material, or other information or data in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information which in the case of:

- i. the Proponent only applies to such specific items, components or portions of the foregoing which the Proponent has expressly identified in writing for the City at the time of the disclosure as being confidential;
- ii. the City, applies to all such information or material unless the City has expressly confirmed in writing to Proponent that certain designated information or material does not have to be treated as confidential.

Notwithstanding the foregoing, Confidential Information does not include information which:

- i. is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - ii. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - iii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iv. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - v. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law including applicable freedom of information legislation;
- b) **Disclosing Party** means City or any of its representatives in respect of City information or material, and Proponent or Team Member or any of their representatives in respect of Proponent or Team Member information or material;
- c) **Permitted Purposes** means (i) for the Proponent preparing Submissions or a Proposal, participating in the Project Procurement Process as contemplated and provided for by the RFP and any other use permitted by the RFP or this Participation Agreement and (ii) for the City the evaluation of Proposals, including all Early Submissions, and the further development, design, construction, operation and maintenance of the Project;
- d) **Receiving Party** means any of the City, Proponent, Team Lead, Team Member or any of their respective Representatives;

- e) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Team Member, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Submissions or Proposals, as the case may be.
2. **Confidentiality.** The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of Disclosing Party, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein. Each of the City, Team Lead and Team Member shall be responsible and liable for any non-compliance with or breach of these confidentiality obligations and requirements set out in this Schedule by their respective Representatives.
3. **Ownership of Confidential Information.** As between the parties, the Disclosing Party shall be deemed to own all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains, strictly confidential for a period of three years after the date of termination or expiry of the RFP, and will not, without the prior express written consent of an authorized representative of Disclosing Party, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
4. **Limited Disclosure.** The Receiving Party may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing a Submission or Proposal or evaluating the same, as applicable, and on the condition that all such Confidential Information be retained by each of the Representatives of the Receiving Party as strictly confidential. The Receiving Party will notify the Disclosing Party, on reasonable request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
5. **Destruction on Demand.** On written request, the Receiving Party will promptly deliver to the Disclosing Party or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Receiving Party will confirm that delivery or destruction to the Disclosing Party in writing, all in accordance with the reasonable instructions of the Disclosing Party (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that:
- a) the Receiving Party may retain one copy of any Confidential Information which it may reasonably anticipate may be required to furnish to a court or regulatory authority pursuant to applicable law,
 - b) City shall acquire ownership of all Submissions and Proposals and shall have the right to retain copies of these documents.
6. **Acknowledgment of Irreparable Harm.** The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Disclosing Party may be irreparably harmed if any provision of this Schedule 1 were not performed by the Receiving Party or any party to whom the Receiving Party provides Confidential Information in accordance with its terms, and that any

such harm could not be compensated reasonably or adequately in damages. The Receiving Party further acknowledges and agrees that the Disclosing Party will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Receiving Party or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity.

7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by a Disclosing Party for any breach by a Receiving Party of its obligations hereunder will be deemed to be a waiver of that right or remedy.

APPENDIX D - CITY OFFICES AND AFFILIATED ENTITIES

There are a number of City offices and Affiliates of the City that Proponents may require information, approvals or support services from in connection with Proponent’s investigation, assessment and possible submission of a Proposal or the completion of the Project should a Proponent become the Preferred Proponent. The purpose of this Appendix D is to provide Proponents with certain background information and general guidance regarding the communication and engagement protocols that should apply during the course of this Project Procurement Process with respect to these City departments and entities.

- 1) **Restricted Parties.** Proponents should assume that unless otherwise noted in this Appendix or an Addenda, all City departments, branches, offices and Affiliates will be treated as Restricted Parties for the purposes of this RFP. The City will consider in its sole discretion proposals from Proponents for possible exceptions to this rule.
- 2) **City Organization.** The City is comprised of various departments, branches, and offices. A complete description of the City organization can be found at http://www.edmonton.ca/city_government/city_organization/departments-branches.aspx. For reference, Attachment D-1 provides brief descriptions of City offices and their expected involvement in the Project (as applicable).
- 3) **Edmonton Police Service.** Edmonton Police Service is a municipal police force governed by the Edmonton Police Commission. Although it is funded by the City, Edmonton Police Service operates independently from the City. For the purposes of the Project Procurement Process, Edmonton Police Service is considered an Affiliate of the City.
- 4) **Edmonton Economic Development.** An Affiliate of the City that provides leadership for economic growth in the Edmonton region. Edmonton Economic Development manages the Shaw Conference Centre and enriches the Edmonton Research Park.
- 5) **EPCOR Utilities Inc and Affiliates.** EPCOR Utilities (“EUI”) is a wholly owned subsidiary of the City. EUI is managed and directed by a separate Board of Directors, none of whom are members of Edmonton’s City Council or employees of the City. EUI has several Affiliates which are relevant to the Project:
 - a) EPCOR Distribution & Transmission Inc. (“EDT”) is a regulated distributor and transmitter of electrical energy and the franchise holder for electrical energy distribution in Edmonton. As part of the Project, Proponents will be required to negotiate agreements with EDT for electrical energy connections as well as possible utility relocations. As a regulated utility, EDT is required to comply with strict protocols restricting the sharing of information and resources with its non-regulated affiliates¹.
 - b) EPCOR Water Services Inc (“EPCOR Water”) provides water and wastewater services and is the franchise holder for water services and wastewater treatment services in Edmonton. As part of the Project, Proponents will be required to negotiate agreements with EPCOR Water for water

¹ EDT is required to comply with the *Code of Conduct Regulation* AR 160/2003 under the *Electric Utilities Act* (Alberta) and the EPCOR Inter Affiliate Code of Conduct.

connections as well as possible utility relocations. As an Affiliate of EDT, EPCOR Water complies with strict protocols restricting the sharing of information with its affiliates.

- c) EPCOR Technologies (“ETECH”) is an “integrated engineering, construction & maintenance firm²” which provides these services to the City under the “Transportation System Electrical Services Agreement.”
- 6) **City Affiliates that are not Restricted.** The City has determined at this time that the following Affiliated entities are not restricted either for: (a) direct access or communication reasons; or (b) for participation in Proposal reasons as more fully explained below. Proponents may contact the following Affiliates as outlined below:
 - a) EDT and EPCOR Water – Proponents will be able and required to directly make enquiries and appropriate arrangements with EDT and EPCOR Water for utility relocations and connections relating to electric energy and water services for the Project. Specific contacts with EDT and EPCOR Water will be provided as part of the RFP.
 - b) ETECH – Proponents or Team Members are not restricted from entering into commercial arrangements with ETECH, provided the requirements of paragraph 8 below are satisfied.
- 7) **Communication Protocols.** Except as noted above, all communications with and all dealings with the City and its Affiliates during the Project Procurement Process are to be directed through the Contact Person.
- 8) **Protocol Requirements for Proposal Participation.** As noted above, ETECH will not be treated as a Restricted Party and will be available to enter into commercial arrangements with one or more Proponents or Team Members to provide services in respect of a Submission, Proposal or the Project provided the Proponent notifies the Contact Person in writing of the proposed engagement and includes in the written notice:
 - a) a brief description of the scope of services to be provided by, and the level or nature of participation of ETECH in the Proponent’s Submission, including a description of any involvement by or support of ETECH in relation to its participation in the Submission by another EPCOR entity;
 - b) confirmation of whether ETECH is entering into or has entered into an exclusive arrangement with the Proponent or any of its Team Members;
 - c) if ETECH has not been engaged on an exclusive basis with the Proponent or any of its Team Members, a description of the safeguard measures and protocols that have been established by the Proponent to protect confidential Submission information and manage potential conflicts of interest that could arise if ETECH were to be engaged by another Proponent;
 - d) ETECH’s confirmation by way of letter or email that it will also establish appropriate safeguard measures and protocols to ensure that no confidential information that ETECH may hold or possess or possibly have access to in relation to the Project, including in respect of any information regarding

² From EPCOR website at <http://corp.epcor.com/electricity-solutions/ages/about.aspx>.

- another Submission to any Proponent, is transmitted or communicated by ETECH to the Proponent or its Team Members;
- e) an acknowledgement that the City reserves the right to require that additional safeguard measures or protocols be adopted by the Proponents or ETECH where warranted in the circumstances to properly protect confidential information and manage possible conflict or fairness issues or concerns;
 - f) an acknowledgement that the City reserves the right in the interests of a transparent procurement process to make a general disclosure (without details) to the other Proponents, of ETECH's involvement with the Proponent and its Submission;
 - g) a confirmation from Proponent that it has been advised by ETECH that its decision to participate with the Proponent in respect of its Submission was made without any direction or involvement of another EPCOR entity;
 - h) an acknowledgment from the Proponent that the participation of ETECH in the Proponent's Submission will not be factored into or taken into account in any way (positively or negatively) in the evaluation of Submission; and
 - i) an acknowledgement that ETECH cannot commence providing any services or participate in any way with the Proponent in the discussion or preparation of its Submission until the City or the Contact Person has provided the Proponent with written confirmation that the City has determined that the Proponent and ETECH have satisfied the foregoing requirements.

Attachment D-1

City Offices

- 1) *Office of the Mayor and Councillors.* This office provides support for the 12 elected City Councillors and one Mayor which comprise the City's municipal Council under the Municipal Government Act (Alberta). The City's municipal Council is the final approving authority for the award of the Project Agreement.
 - a) *LRT Governance Board.* This is a committee created by Bylaw 15659 and continued by Bylaw 16766 whose members have been appointed by Council. The LRT Governance Board is the approving authority for the Procurement. Minutes and Agendas for LRT Governance Board meetings are available at http://www.edmonton.ca/city_government/council_committee_meetings/lrt-governance-board-documents.aspx.
- 2) *Office of the City Manager*
 - a) *Corporate Communications.* Provides advice, consultation, communications planning and programs, advertising and graphics services, media relations, council service and civic events services.
 - b) *Intergovernmental & External Affairs.* Develops and implements strategies and initiatives to assist the City in fostering relationships with and influencing other orders of government and external stakeholders.
 - c) *Office of Public Involvement.* Assists City departments provide a consistent approach to public involvement processes.
- 3) *Community Services*
 - a) *Fire Rescue Services.* Provides internationally-recognized frontline fire rescue services, fire prevention programs and public education.
 - b) *Neighbourhoods, Parks and Community Recreation.* Works directly with citizens to promote a culture of civic engagement, build great neighbourhoods, coordinate service delivery, operate and maintain parks and invest in revitalization initiatives.
 - i. *Great Neighbourhoods.* Invests in redevelopment, revitalization, reinvestment and renewal, builds community capacity and coordinates City services to deliver services in neighbourhoods.
 - ii. *Forestry, Beautification and Environmental Management.* Protects City trees, coordinates beautification initiatives, provides asset control and environmental management strategies for Community Services.
 - iii. *Northeast, Northwest and South Districts.* Provides regular maintenance of turf, flowers, shrubs, sports fields and playgrounds and provides community based recreation opportunities and programs.

- c) *Community and Recreation Facilities.* Provides customer services and operates civic events, recreation centres, leisure centres, golf courses, municipal cemeteries, parks, the Edmonton Valley Zoo, John Janzen Nature Centre, Muttart Conservatory, John Walter Museum, and City Arts Centre.
 - d) *Community Standards.* Identifies acceptable community standards and provides education, compliance and enforcement to uphold them.
 - i. *Animal Care & Pest Management.* Operates the Animal Care & Control Centre and the pest control program.
 - ii. *Edmonton Combative Sports.* Conducts licensing and regulation of combative sports in Edmonton.
 - iii. *Community Peace Officers.* Provides Peace Officers for enforcement of bylaws relating to animal control, road, sign, littering, smoking and river valley park offences.
 - iv. *Community Relations.* Educates citizens about Edmonton' standard conventions for community living.
 - v. *Capital City Clean Up.* A litter reduction and graffiti prevention program.
 - vi. *Complaints & Investigations.* Provides enforcement of bylaws that regulate nuisance conditions including, untidy property, noise, smoking, weed control, sidewalk snow removal and parking control.
 - vii. *Parking Services.* Provides foot patrol, marked car patrol and special event services for parking enforcement.
 - e) *Community Strategies and Development.* Provides leadership and expertise to community, corporate and departmental initiatives.
 - f) *Project Management and Maintenance Services.* Delivers capital projects and manages the design and construction of buildings, facilities, attractions, parks and open spaces, and the maintenance of the existing assets.
- 4) Corporate Services
- a) *Human Resources.* Develops and implements HR strategies that attract, develop and retain a diverse, engaged, productive and talented workforce.
 - b) *Information Technology.* Provides integrated computing services for the City.
 - c) *Law.* Helps City Council and client department pursue their objectives and make more informed decisions.
 - d) *Materials Management.* The supply chain management and tendering authority for the City.
 - e) *Fleet Services.* Provides support and maintenance services for City fleet of vehicles.

- f) *Office of the City Clerk.* Supports the process of municipal governance, including City Council, election, census, quasi-judicial bodies, and management of corporate records.
 - g) *Customer Information Services.* Provides a single point of contact to customers and City employees.
- 5) Financial Services and Utilities
- a) *Assessment & Taxation.* Prepares the annual market value assessment for all properties and the collection of associated taxes.
 - b) *Client Financial Services.* Provides support for corporate decision making through strategic financial analysis and advice.
 - c) *Corporate Accounting & Treasury.* Provides corporate level financial services, support and strategic and technical advice related to the development of financial policy, performance reporting, business planning and financial annual reports.
 - d) *Drainage Services.* Provides sanitary and stormwater drainage services by planning, building, operating and maintaining the pipes, tunnels, pump stations, Stormwater Management Facilities that make up the City's drainage network.
 - e) *Waste Management Services.* Provides waste management services for Edmonton residents.
- 6) Sustainable Development
- a) Current Planning
 - i. *Business and Vehicle for Hire Licensing.* Administers business licences and taxi licences.
 - ii. *City Wide Planning Services.* Reviews subdivision applications, neighbourhood plans, road closures and rezoning and administers the Edmonton Design Committee.
 - iii. *Current Planning Service Centre.* Advises and guides customers in permit and licence applications.
 - iv. *Development and Zoning Services.* Reviews and issues development permits for construction, renovations, new businesses and changes to building use.
 - v. *Development Coordination.* Coordinates and advances requirements associated with the development and servicing of land primarily through the negotiation of servicing agreements.
 - vi. *Building Permit and Inspection Services.* Reviews and issues building permits and provides building, mechanical and electrical inspections for enforcement.
 - b) *Real Estate, Housing and Economic Sustainability.* Advocates the development and maintenance of safe and affordable housing and communities and advances economic development strategies. Owns, leases, maintains and operates the City's inventory of land, buildings and facilities.

c) *Urban Planning and Environment.* Works on the development and growth of the City's environmental vision and is involved in land use and environmental policy, area plans, city wide and area specific guidelines and programs; undertakes urban design projects and reviews, evaluates and develops plans for parkland and the integration of biodiversity throughout Edmonton.

7) Transportation Services

a) *Transportation Planning.* Develops long-term plans and policies to guide all modes of transportation in Edmonton.

b) *Transportation Operations.*

i. *Roadway Maintenance.* Provides road maintenance services, pavement management and bridge maintenance.

ii. *Engineering Services.* Performs materials research, testing, quality assurance, pavement structural design and analysis, geotechnical engineering, landslide monitoring and repair and erosion control.

iii. *Traffic Engineering.* Designs the traffic signal systems to optimize traffic flow.

iv. *Signals, Street Lighting and Infrastructure.* Manages the City's traffic signals and street lights.

v. *Traffic Control.* Oversees road rights of way for traffic control and maintains traffic signing and on street control, permits, and access agreements.

vi. *The Office of Traffic Safety.* Works to reduce the frequency and severity of traffic collisions on Edmonton's roads.

c) *Edmonton Transit System.* Operates a variety of public transportation services including buses, Light Rail Transit and Disabled Adult Transportation Services.

d) *LRT Design & Construction.* Provides project management services for LRT Projects including the Project.

e) *Roads Design & Construction.* Provides detailed design and project management services for road projects.

APPENDIX E - DRAFT EARLY WORKS AGREEMENT

THIS AGREEMENT is dated as of ▼,

BETWEEN:

[]

(the "City")

AND:

▼

("Design-Builder")

WHEREAS:

A. The City and ▼ ("Project Co") anticipate executing an agreement (the "Project Agreement") to design, build, finance, maintain and perform life cycle rehabilitation on the Infrastructure and System.

B. The parties anticipate that Financial Close will be no later than ▼,.

C. Project Co intends to enter into the Design-Build Agreement with the Design-Builder for the performance of the Design and Construction required by the Project Agreement.

D. In order for Project Co to improve the likelihood that it will meet the Target Service Commencement Date the parties agree that it is reasonable and prudent for some elements of the Design and Construction to commence prior to Financial Close.

E. Project Co will sub-contract all such elements of Design and Construction to the Design-Builder.

F. The parties wish to enter into this Agreement to set out the terms and conditions under which the Design-Builder will proceed with such elements of Design and Construction in advance of Commercial Close and Financial Close.

NOW THEREFORE in consideration of the mutual promises and agreements of the parties herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1 Definitions and interpretation

1.1 Definitions

Unless otherwise specified or the context otherwise requires, capitalized but otherwise undefined terms in this Agreement will have the respective meaning given to such terms in Schedule 1 of the Referenced PA Documents, and:

"Agreement" means this agreement, including any recitals, schedules and appendices to this agreement, as amended, supplemented or restated from time to time;

“Agreement Part”, with reference to the Referenced PA Documents, means the portion of the Referenced PA Documents that excludes the Schedules

“Design Product” has the meaning set out in Section 3.6;

“Early Works” has the meaning set out in Section 2.1;

“Early Works Price” means \$ ▼ , plus applicable GST, subject to amendment pursuant to Section 2.4;

“Early Works Schedule” means the schedule contemplated for performance of the Early Works, which is set out in Appendix 2 to this Agreement;

“Independent Certifier” means the person selected by the City and Project Co pursuant to a competitive tender process prior to Commercial Close and Financial Close or such other person mutually designated by the City and Project Co;

“Insurances” has the meaning set out in Section 2.4;

“Project Agreement” has the meaning set out in the Recitals to this Agreement;

“Project Co” has the meaning set out in the Recitals to this Agreement;

“Referenced PA Documents” means the documents or, where applicable, excerpts therefrom from the Project Agreement, identified in Section 2.3, which solely for purposes of this Agreement and the Early Works will be interpreted to be incorporated into this Agreement and in full force and effect without conditions precedent as of the date of this Agreement; and

“Term” means the period commencing on _____, and ending on the date upon which this Agreement terminates in accordance with Section 3.

1.2 Construction and Interpretation

This Agreement will be interpreted according to the following provisions, save to the extent that the context or the express provisions of this Agreement otherwise require:

1.2.1 the parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same;

1.2.2 the table of contents, headings and sub-headings, marginal notes and references to them in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and will not be taken into consideration in the interpretation or construction of, or affect the meaning of, this Agreement;

1.2.3 each reference in this Agreement to “Section” is to a section of this Agreement;

1.2.4 each reference to an agreement, document, standard, principle or other instrument include (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document, standard, principle or other instrument) a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned;

- 1.2.5 each reference to a statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and include any orders, regulations, by-laws, ordinances, orders, codes of practice, instruments or other subordinate legislation made under the relevant statute;
- 1.2.6 each reference to time of day is a reference to Pacific Standard time or Pacific Daylight Saving time, as the case may be;
- 1.2.7 words importing the singular include the plural and vice versa;
- 1.2.8 words importing a particular gender include all genders;
- 1.2.9 each reference to a public organization is deemed to include a reference to any successor(s) to such public organization or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such public organization;
- 1.2.10 unless the context otherwise requires, each reference to “parties” means the parties to this Agreement and each reference to a “party” means any one of the parties to this Agreement, provided however that a reference to a third party does not mean a party to this Agreement;
- 1.2.11 all monetary amounts are expressed in Canadian Dollars;
- 1.2.12 the words “include”, “includes” and “including” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively;
- 1.2.13 any consent contemplated to be given under this Agreement must be in writing;
- 1.2.14 general words are not given a restrictive meaning:
- 1.2.15 if they are introduced by the word “other”, by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
- 1.2.16 by reason of the fact that they are followed by particular examples intended to be embraced by those general words;
- 1.2.17 all accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with Canadian generally accepted accounting principles, consistently applied;
- 1.2.18 if the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act will be extended to the next Business Day; and
- 1.2.19 each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavour in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

1.3 Governing Law

This Agreement will be deemed to be made pursuant to the laws of the Province of Alberta and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.

1.4 Attornment

For the purposes of any legal actions or proceedings brought by any party hereto against the other party, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

2 EARLY WORKS

2.1 Early Works

The City hereby authorizes the Design-Builder to proceed with the elements of the Design and Construction as described in Appendix 1 to this Agreement (the “Early Works”), and the Design-Builder will proceed with and perform the Early Works as required by this Agreement.

2.2 Schedule for Early Works

The Design-Builder will perform the Early Works in accordance with the Early Works Schedule.

2.3 Compliance with the Referenced PA Documents

The Design-Builder will perform the Early Works in strict accordance with the relevant requirements of the most recent draft of the Project Agreement with respect to Design and Construction, including without limitation the requirements of Schedule 5, Schedule 14 Lands and Schedule 10 Environmental. [*NTD: City and Design-Builder to consider attaching relevant documents if these references are not clear.]

To the extent related to the Early Works, the Design-Builder will perform all obligations of Project Co and the Design-Builder set out in the Referenced PA Documents and references to “Project Co” will be deemed to be references to the Design-Builder.

All references to Design and Construction in the Referenced PA Documents will be deemed to be references to the Early Works, limited only by the limitation on the scope of the Early Works as described in this Agreement, and the Construction Period will be deemed to commence upon execution of this Agreement.

For the purpose of the Early Works:

2.3.1 the parties will administer the Design and Construction generally as described for the Design and Construction in the Referenced PA Documents;

2.3.2 the City will appoint a Design Representative and a Construction Representative as required by Section 2.11 (Representatives) of the Agreement Part of the Referenced PA Documents and Section 2.1 (Appointment of Representatives) of Schedule 5 of the Referenced PA Documents, who will also be the City’s representative with respect to the Early Works; and

2.3.3 the Design-Builder will appoint a Design Representative and a Construction Representative as required by Section 2.11 (Representatives) of the Agreement Part of the Referenced PA Documents and Section 2.1 (Appointment of Representatives) of Schedule 5 of the Referenced PA Documents, who will be the Design-Builder's representative with respect to the Early Works.

2.4 Insurances

Each of the City and the Design-Builder will place the insurances described in Appendix 3 (the "Insurances") required to be placed by each of them in the amounts and on the terms stated in Appendix 3. The City and the Design-Builder will maintain the Insurances in good standing throughout the Term of this Agreement.

2.5 Additional Early Works

The Design-Builder is not authorized under this Agreement to undertake any Design and Construction other than the Early Works. The scope of the Early Works will not be modified without the agreement in writing of the parties. For greater certainty, it is intended that, under the provisions of this Agreement, no site access shall occur without the prior express written approval of the City, acting reasonably. The City will provide such access to the Site, and hereby grants a licence by the City to the Design-Builder in accordance with Section 2.1 of Schedule 14 of the Referenced PA Documents to the extent and as is reasonably required by the Design-Builder to carry out the Early Works in accordance with this Agreement.

2.6 Representation by City

The City represents and warrants to the Design-Builder that as of the date of this Agreement the City has the power, capacity and authority to enter into this Agreement and to observe and perform all the covenants, agreements, terms and conditions to be observed and performed by the City in accordance with the terms of this Agreement.

2.7 Role of Independent Certifier

At any time that an Independent Certifier has not been appointed, or fails to perform the role and responsibilities of the Independent Certifier set out in this Agreement, such role and responsibilities will be performed by the City, acting reasonably.

3 TERMINATION

3.1 Financial Close

Upon the occurrence of Financial Close:

3.1.1 this Agreement will be deemed to be terminated;

3.1.2 all Early Works undertaken under this Agreement in advance of Financial Close are deemed to have been undertaken by or on behalf of Project Co pursuant to the Project Agreement;

3.1.3 the Design-Builder releases the City and each City Indemnified Person from and against claims by the Design-Builder or any other Project Co Person under this Agreement or otherwise in relation to the Early Works. For greater certainty, the reference to "Project Co Person" is interpreted such that the reference in the definition to "Project Co" is deemed to be a reference to the Design-Builder.

This Section 3.1.3 may be relied upon by the City Indemnified Persons and may be enforced directly by any of them against the Design-Builder in the same manner and for the same purpose as if pursuant to a release directly between them and the Design-Builder.

This Section 3.1 and Section 4.1 will survive the termination of this Agreement.

3.2 Termination of the Project

If for any reason prior to Financial Close the City gives written notice to the Design-Builder that Financial Close will not be achieved and that either the City or Project Co is terminating its efforts to achieve Financial Close, then upon such notice this Agreement will be deemed to be terminated and the Design-Builder will immediately, in consultation with the City, take all reasonable steps to wind up all outstanding Early Works at minimum cost.

3.3 The City's Discretion to Terminate this Agreement

At any time prior to Financial Close, and for any reason, the City may give the Design-Builder a five day prior written notice to cease the undertaking of some or all of the Early Works, in which event the Design-Builder will immediately, in consultation with the City, take all reasonable steps to wind up such Early Works at minimum cost.

3.4 City Breach

If at any time prior to Financial Close the City breaches this Agreement and such breach has an adverse effect on the ability of the Design-Builder to undertake the Early Works, then on 14 days written notice to the City the Design-Builder may terminate this Agreement.

3.5 Termination by Expiration of Time

Unless the parties otherwise agree in writing, if by [insert date], this Agreement is not otherwise terminated for any of the reasons set out in Sections 3.1, 3.2, 3.3 or 3.4, then this Agreement will automatically terminate effective the close of business [insert date]. Notwithstanding such termination, the provisions of Section 3.6 regarding ownership of design and construction after termination, Section 3.7 regarding limitation of liability and Section 4.2 regarding payment shall survive the termination of this Agreement.

3.6 Ownership of Design and Construction After Termination

If this Agreement is terminated for any reason prior to Financial Close then the City will be entitled to the full benefit of any Early Works for which the City has made payment, including design drawings, calculations and other design information, and in that event the Design-Builder will sign a formal assignment, transfer or other documents or take other steps as the City may reasonably request in order for the City to obtain and receive such benefit. The transfer and delivery of design drawings, calculations or other design information ("Design Product") shall be on an 'as is where is basis' and the Design-Builder makes no representation or warranty to the City regarding the Design Product upon such transfer and delivery.

3.7 Limitation of Liability

If this Agreement is terminated for any reason prior to Financial Close, then the liability of the Design-Builder will be limited to the greater of [\$1,000,000] or the maximum amount payable in respect of the claim for loss or liability under the Insurances.

4 PAYMENT

4.1 Termination by Financial Close

If this Agreement is terminated upon reaching Financial Close as provided by Section 3.1 then Section 3.1 will apply and no payment is required under this Agreement.

4.2 Termination other than by Financial Close

If this Agreement is terminated other than due to the occurrence of Financial Close, the City will pay to the Design-Builder an amount calculated based on the portion of the Early Works Price attributable to the portion of the Early Works that has been completed plus a reasonable amount for demobilization costs and termination costs to subcontractors. The Design-Builder will invoice the City for such amount, and provide reasonable supporting documentation.

The Independent Certifier will review such invoice within 10 days, determine whether such amount is reasonable, and provide a certificate of same to the City. The City will pay the Design-Builder such amount certified by the Independent Certifier within 10 days after such certificate, plus any applicable GST and interest on overdue amounts, as set out in Appendix 2. The amounts previously certified under Section 4.3 will not be subject to review in the final certificate.

4.3 Monthly Payment Certificates

The Design-Builder will within 10 days after the end of each month provide the City with a statement of the Early Works completed for that month and the relevant amount that would be payable under Section 4.2 in respect of such Early Works, calculated based on the portion of the Early Works Price attributable to the portion of the Early Works that has been completed. The Independent Certifier will review such statement within 10 days, determine whether such amount is reasonable, and provide a certificate of same to the City. For greater certainty, this Section 4.3 does not require payment by the City.

5 Assignment

5.1 Binding on Successors and Assigns

This Agreement will be binding on and will enure to the benefit of the parties and their respective successors and permitted assigns.

5.2 Restriction on Assignment

No party will assign or transfer any part of its respective rights or obligations under this Agreement without the prior consent of the other, except that the Design-Builder may assign this Agreement as security, substantially in a form approved by the City, acting reasonably, prior to its grant for any loan made by an arm's length financial institution to the Design-Builder for financing the Early Works.

6 GENERAL

6.1 Notices

Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand to the address shown below, or if transmitted by facsimile transmission to the facsimile transmission number of each party set out below:

if to the City:



Attention:



Facsimile No:



if to the Design-Builder:



Attention:



Facsimile No:



or to such other address or facsimile transmission number or email address as any party may, from time to time, designate in the manner set out above. Any such notice or communication will be considered to have been received:

6.1.1 if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day; and

6.1.2 if sent by facsimile transmission or email during business hours on a Business Day, upon the sender receiving confirmation of the transmission or email, and if not transmitted or emailed during business hours, upon the commencement of business hours on the next Business Day following confirmation of the transmission or email receipt.

6.2 Entire Agreement

Unless otherwise stated in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. No party has relied on any representation except as expressly set out in this Agreement.

6.3 Waiver

The failure of any party to exercise any contractual right or remedy hereunder will not constitute a waiver thereof and no waiver will be effective, unless it is communicated in writing to the other party. A waiver of any right or

remedy arising from a breach of this Agreement will not constitute a waiver of any right or remedy arising from any other breach of this Agreement.

6.4 No Partnership or Agency

Nothing in this Agreement will be construed as creating a partnership or as constituting the Design-Builder as an agent of the City. The Design-Builder will not hold itself out as having any authority or power to bind the City in any way.

6.5 Remedies Cumulative

No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

6.6 Sub-contracting

The City acknowledges that the Design-Builder will sub-contract aspects of the Early Works.

6.7 No Commitment to Enter into the Project Agreement

The City is not committed in any way by the terms of this Agreement to enter into the Project Agreement and will be under no obligation to the Design-Builder to proceed with the procurement of the Project.

6.8 Further Assurances

Each of the parties and their administrators, successors and permitted assigns will execute such further documents and do and perform or cause to be done and performed such further and other acts as may be reasonably necessary from time to time in order to give full effect to this Agreement.

6.9 Amendment

None of the terms, conditions or provisions of this Agreement will be held to have been changed, waived, varied, modified or altered by any act or knowledge of any party, their respective agents, servants, or employees unless done in writing signed by the party intending to give a waiver, in the case of a waiver, and signed by each party in the case of any intended change, variation, modification or alteration of this Agreement.

6.10 Time of the Essence

Time will be the essence of this Agreement and of every part hereof.

6.11 Counterparts

This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

6.12 Delivery by Fax

Any party may deliver an executed copy of this Agreement by fax but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

[City]

Per:

Authorized Signatory

[DESIGN-BUILDER]

Per:

Authorized Signatory

APPENDIX 1

EARLY WORKS

The following lists and describes the scope of the Early Works:

Task Name	Description

APPENDIX 2
EARLY WORKS SCHEDULE

APPENDIX 3
EARLY WORKS AGREEMENT INSURANCE REQUIREMENTS

APPENDIX F - CONFLICT OF INTEREST AND COMMON OWNERSHIP DECLARATION FORM

The undersigned has been designated as the Proponent Lead Representative and hereby confirms that enquiries have been made of the Team Members of the Proponent to ascertain any known relationships between our Team Members and the City, the Restricted Parties, other known Proponents and their Team Members and known Affiliates of the foregoing and the disclosures required to be made pursuant to Sections 2.13.2 and 2.13.3 of this RFP are as follows:

Proponent:		
Date Submitted:		
Declaration Number	Name of Restricted Party or Declared Conflict of Interest Party	Details of the Nature of the Proponent's or Proponent Team Member's Relationship (or Proposed Relationship)

Declaration Number	Identified Common Ownership or Management	Details of the Nature of the Proponent's Common Ownership relationship (or Proposed Relationship)

[NTD: Please add additional rows as necessary.]

Print Name

Title

Signature

Date

APPENDIX G - TECHNICAL INFORMATION MEETING DETAILS

G - 1 : Utility Companies

An information meeting will be held with some, but not necessarily all, utility companies.

The information meeting will be held as follows:

- Date: 23 September 2014
- Time: 9:00 – 17:00 MT
- Location: [REDACTED]
[REDACTED]

The purpose of this meeting is to provide Proponents with an opportunity to ask questions related to utility relocation. Other topics that may be discussed include:

- Location of utility connection points and utility line assignments;
- Interactions and communication protocols with utility groups, such as contact information and method of communication;
- To provide Proponents and utility companies with an opportunity to network; and
- Anticipated permitting requirements and process, including timing expectations.

The utility companies that may participate are as follows:

- EPCOR Distribution & Transmission Inc.;
- City of Edmonton Financial Services and Utilities;
- ATCO Gas & Pipelines Ltd.;
- EPCOR Water Services Inc.;
- Bell Canada;
- Rogers Cable Communication Inc.;
- TELUS Communications Inc.;
- MTS Allstream Inc.;
- Shaw Cablesystems Company;
- Kinder Morgan Canada;

- Keyera Energy;
- Pembina Pipeline Corp; and
- Plains Midstream Canada.

As the utility companies may wish to limit their direct contact with Proponents over the course of the Project Procurement Process, Proponents are strongly encouraged to attend.

G – 2 : Railway companies

An information meeting will be held with Canadian National (CN), Canadian Pacific Railway (CPR).

The information meeting will be held as follows:

- Date: 24 September 2014
- Time: 09:00 – 12:30 MT
- Location: [REDACTED]

The purpose of this meeting is to provide Proponents with an opportunity to ask questions related to the two railway crossings of the Project (see Section 5.5). As the railway companies may wish to limit their direct contact with Proponents over the course of the Project Procurement Process, Proponents are strongly encouraged to attend.

G – 3 : Regulatory agencies

An information meeting will be held with some, but not necessarily all, regulatory agencies.

The information meeting will be held as follows:

- Date: 24 September 2014
- Time: 13:30 – 17:00 MT
- Location: [REDACTED]

The purpose of this meeting is to provide Proponents with an opportunity to ask questions related to river crossings and creek crossings to regulators. The City's Urban Planning & Environment Group will also be present to answer questions on contaminated sites and the Natural Area Management Plan for work outside the River Valley.

The regulatory agencies that may participate are as follows:

- DFO;
- Transport Canada; and
- AESRD.

As the regulatory agencies may wish to limit their direct contact with Proponents over the course of the Project Procurement Process, Proponents are strongly encouraged to attend. Any further contact with the City's Urban Planning & Environment Group will be limited to contact through the Contact Person.

G – 4 : City regulatory/approval groups and other departments

An information meeting will be held with various City Offices.

The information meeting will be held as follows:

- Date: 25 September 2014
- Time: 9:00 – 17:00 MT
- Location: [REDACTED]
[REDACTED]

The purpose of this meeting is to provide Proponents with an opportunity to ask questions related to the various permitting and approvals processes and requirements of the Project which are required by various City Offices. Proponents are strongly encouraged to attend. Items/attendee City Offices include:

- Traffic Operations concerning items such as OSCAM permits, high load permits and detours, and Utility Line Assignments;
- Current Planning concerning items related to development and building permits; and
- Urban Planning and Environment for items related to EISA and the River Valley.

The following stakeholders, with no regulatory function, may also be introduced during the information meeting:

- Edmonton Transit Service;
- Emergency Services; and
- Drainage.

NOTE: Although this information meeting will introduce Proponents to representatives from other City Offices, Proponents are reminded that no contact is permitted with any of these representatives in relation to the Project. All contact with the City, relating to the Project and the Project Procurement Process must be to the Contact Person only.

APPENDIX H - VLS-1

[CONTENT FULLY REDACTED]

APPENDIX I - VLS-SUI-1

[CONTENT FULLY REDACTED]

APPENDIX J - VLS-SUI-2

[CONTENT FULLY REDACTED]

APPENDIX K - VLS-SUI-2B

[CONTENT FULLY REDACTED]

APPENDIX L - VLS-LRVOps

[CONTENT FULLY REDACTED]

APPENDIX M - Technical Proposal (VLS-2)

[CONTENT FULLY REDACTED]

APPENDIX N - Technical Proposal (VLS-2B)

[CONTENT FULLY REDACTED]

APPENDIX O - Financial Proposal (VLS-3)

[CONTENT FULLY REDACTED]