

ALBERTA TRANSPORTATION

REQUEST FOR PROPOSALS

FOR THE

DESIGN AND BUILD

OF

**ANTHONY HENDAY DRIVE AND STONY PLAIN ROAD / 100
AVENUE INTERCHANGE**

**CITY OF EDMONTON
ALBERTA, CANADA**

VOLUME 1 of 2

INSTRUCTIONS TO PROPONENTS (ITP)

October 31, 2008

(September 22, 2008 restated to include changes in Addendum #1-6)



Table of Contents

- Introduction i**

- 1.0 The Project..... 1**
 - 1.1 Background 1
 - 1.2.1 Design and Construction of New Infrastructure 1
 - 1.2.2 Project Status 3
 - 1.3 Project Objectives 3
 - 1.4 Design-Build Overview 3
 - 1.5 Project Schedule..... 5
 - 1.6 Procurement Process 5
 - 1.6.1 RFP Information Meeting..... 5
 - 1.6.2 DB Agreement Comments & Meetings..... 5
 - 1.6.3 Optional Innovation Submission 6
 - 1.6.4 Engineering Meetings..... 6
 - 1.6.5 Request for Clarification 7
 - 1.6.6 Addenda..... 7
 - 1.6.7 Proposal Deposit..... 8
 - 1.6.8 Revisions to Proposals..... 8
 - 1.6.9 Withdrawal of Proposals 8
 - 1.6.10 Acceptance of Proposal 9
 - 1.6.11 Form of Acceptance..... 9
 - 1.6.12 Signing of DB Agreement 9
 - 1.6.13 Conditions Precedent to Signing of DB Agreement..... 10
 - 1.6.14 Forfeiture of Proposal Deposit 10
 - 1.7 Risk Allocation Matrix..... 10

- 2.0 Design and Construction 14**
 - 2.1 Overview 14
 - 2.2 Design 14
 - 2.3 Functional Plan 14
 - 2.4 Site Access 15
 - 2.5 Accommodation of Design Traffic 17
 - 2.6 Road Right of Way 17
 - 2.7 Licenses and Permits..... 18
 - 2.8 Municipalities..... 18
 - 2.9 Utilities..... 18
 - 2.9.1 Responsibility for Relocation and Protection 18

2.9.2	Costs for Relocation and Protection	19
2.9.3	Information Meeting with Utility Companies and Municipalities.....	19
2.10	Other Department Projects	20
2.11	Collaboration.....	20
2.12	Safety Management.....	21
2.13	Environmental Management.....	21
2.14	Quality Management.....	21
3.0	Commercial Arrangements	24
3.1	Design-Build Procurement Model	24
3.2	Payments	24
3.3	Holdbacks and Other Security	24
3.4	Tax	25
3.5	Insurance Requirements	25
4.0	Proposal Submission and Evaluation	25
4.1	Proposal Submission Requirements	25
4.1.1	Proposal Delivery - General	25
4.1.2	Late Proposals	25
4.2	Technical Proposal Requirements.....	25
4.2.1	Purpose	25
4.2.2	Format.....	26
4.2.3	Content	26
4.2.3.1	Administrative Package Requirements	27
4.2.3.1.1	Cover Letter.....	28
4.2.4	Delivery	29
4.2.4.1	Closing Location & Closing Time	30
4.3	Price Proposal Requirements	31
4.3.1	Purpose	31
4.3.2	Format.....	31
4.3.3	Content	32
4.3.3.1	Price Envelope Requirements	32
4.3.3.2	Transmittal Package Requirements.....	32
4.3.3.2.1	Proposal Offer Letter.....	33
4.3.3.2.2	Proposal Deposit	33
4.3.3.2.3	Consent of Surety	34
4.3.3.2.4	Consent of Insurance Broker.....	34
4.3.3.2.5	Certificate of No Material Adverse Change.....	34
4.3.3.2.6	Resubmission of Technical Submission.....	35
4.3.4	Delivery	35
4.3.4.1	Closing Location & Closing Time	35

4.4	Proposal Evaluations.....	36
4.4.1	Evaluation Purpose and Approach	36
4.4.2	Clarification & Rectification	37
4.4.3	Presentation	37
4.4.4	Discretion	38
4.5	Evaluation Sequence	38
4.5.1	Initial Evaluation of Technical Proposal	38
4.5.2	Administrative Package Evaluation.....	38
4.5.3	Technical Submission Evaluation	39
4.5.4	Invitation to Submit Price Proposal.....	39
4.5.5	Initial Evaluation of Price Proposal.....	39
4.5.6	Transmittal Package Evaluation	40
4.5.7	Price Envelope Evaluation.....	40
4.6	Non-Conforming Proposal	40
4.7	Proposal Selection.....	40
4.8	Notification and Debriefing	40
4.9	Honorarium	41
5.0	General Matters	43
5.1	Department Representative	43
5.2	Contact Organization & Contact Individual.....	43
5.3	Complete RFP	44
5.4	Department–Supplied Information.....	44
5.4.1	Pre-Submission Meetings.....	45
5.4.2	Electronic Data Room	45
5.4.3	Reference Documents.....	45
5.5	No Warranty for Information	46
5.6	Independent Investigation	46
5.7	Amendments to or Cancellation of Process	47
5.7.1	Amendment of Process.....	47
5.7.2	Rejection of Proposal	47
5.7.3	Cancellation of Process	47
5.7.4	Non-recourse	48
5.8	Limitation of Damages.....	48
5.9	Changes to Proponent’s Team Structure.....	48
5.10	Conflict of Interest & Restricted Parties	49
5.10.1	Restricted Parties	50
5.10.2	Who Are Restricted Parties	50
5.10.3	Department May Waive.....	51
5.11	Ownership of Documents & Intellectual Property	52
5.11.1	Documents.....	52

5.11.2	Use of Documents, Drawings and Ideas.....	52
5.11.3	Assignment of Copyrights.....	52
5.11.4	Assignment of New Technology.....	53
5.11.5	Royalty-Free License Back.....	53
5.11.6	Indemnity for Infringement.....	53
5.12	Confidentiality of Proposals & Collection of Personal Information.....	53
5.13	No Collusion.....	54
5.14	No Lobbying.....	54
5.15	No Publicity.....	55
5.16	Fairness Auditor.....	55
5.17	Dispute Resolution.....	56
5.18	Governing Law.....	56
5.19	Time.....	56
5.20	Headings and Captions.....	56
5.21	Defined Terms.....	56
5.22	Includes and Including.....	56

Appendix 1 – Technical Submission Requirements..... 2

TS 1 - Roadway Design Report.....	2
TS 1.1 Design - Plans and Profiles.....	2
TS 1.2 Design Cross-Sections.....	3
TS 1.3 Designs – Appurtenances.....	3
TS 1.4 Signing.....	4
TS 1.5 Roadside Hazard Report.....	4
TS 1.6 Traffic Modelling.....	4
TS 2 – Bridge Structures Design Report.....	4
TS 2.1 For Bridge Structures.....	4
TS 2.2 For Bridge Size Culverts.....	5
TS 2.3 For Overhead or Cantilever Sign Structures.....	6
TS 2.4 For High-Mast Lighting.....	6
TS 2.5 Bridge Structure Specifications.....	6
TS 3 - Pavement Design Report.....	6
TS 3.1 Geotechnical Information.....	7
TS 3.2 Pavement Structure Materials.....	7
TS 3.3 Pavement Sections.....	7
TS 3.4 Construction Specifications.....	8
TS 4 - Geotechnical Grading Design Report.....	8
TS 5 - Drainage Design Report.....	8
TS 6 - Safety Audit Plan.....	9
TS 7 - Construction Management Plan.....	9
TS 7.1 Municipal Issues.....	9

TS 7.2	Construction Staging.....	10
TS 7.3	Coordination with Other Projects	10
TS 7.4	Coordination with Maintenance Contractor.....	10
TS 7.5	Stakeholder Issues.....	11
TS 7.6	Transportation and Utility Corridor Issues	11
TS 7.7	Third-Party Claims.....	12
TS 7.8	Incident Management.....	12
TS 7.9	Construction Quality	12
TS 7.10	As-Built Construction Reports.....	12
TS 8 -	Traffic Management Plan.....	12
TS 8.1	Coordination with Police and Other Emergency Agencies.....	13
TS 8.2	Hazardous Goods Spills, Incident Management, and Accidents.....	13
TS 9 -	Quality Management System	14
TS 9.1	Introduction.....	14
TS 9.2	Scope.....	14
TS 9.3	Quality Manual	14
TS 9.4	Documented Procedures	14
TS 10 -	Environmental Management System	17
TS 10.1	Introduction.....	17
TS 10.2	Scope.....	17
TS 10.2.1	Environmental Manual.....	17
TS 10.2.2	Documented Procedures.....	17
TS 11 -	Safety Plan	19
TS 11.1	Corporate Policy and Procedures	20
TS 11.2	Project Zone Management Strategy	20
TS 11.3	Investigation and Reporting Strategy.....	20
TS 11.4	Training of Employees and Subcontractors	20
TS 12 -	Public Communications Strategies.....	20
TS 13 -	Collaboration Strategy	21
TS 14 -	Project Schedule.....	22
TS 14.1	General Approach to Implementing the Project.....	22
TS 14.2	Detailed Schedule	22

Appendix 2 – Required Forms..... 2

- Form A – Authorized Declaration for Technical Proposal for Proponent 2
- Form B – Declaration for Technical Proposal for Lead Team Members and Project Lead... 2
- Form C – Declaration for Price Proposal for the Proponent
- Form D – Declaration for Price Proposal for Lead Team Members and Project Lead
- Form E – Contract Price Offer
- Form F – Proposal Offer Letter.....

- Form G – Form of Letter of Credit for Proposal Deposit 2
- Form H – Consent of Surety 2
- Form I – Consent of Insurance Broker..... 2
- Form J – Certificate of No Material Adverse Change 2

Appendix 3 - Glossary of Terms 18

Appendix 4 - Optional Innovation Submission 24

- I. General 24
 - A. Roadway Preliminary Design 25
 - B. Bridge Structures Preliminary Design 26

Introduction

Alberta Transportation of the Government of Alberta (**the “Department”**) invites the Proponents to submit Proposals in accordance with the terms of this Request for Proposals (**the “RFP”**) for the design and construction of the Anthony Henday Drive and Stony Plain Road / 100 Avenue Interchange Design-Build Project (**the “Project”**). This RFP consists of the following two (2) volumes:

- 1) **Volume 1: Instructions To Proponents (“ITP”)**, which summarizes the Project’s scope and objectives, lists the Proposal’s submission requirements and provides the process for Proposal submission and evaluation in the selection of the Preferred Proponent.
- 2) **Volume 2: The Design-Build Agreement**, which includes Schedules 1 to 14 constitutes the draft version of the Design-Build Agreement (**the “DB Agreement”**) that the Proponents shall have the opportunity to provide comments on prior to its issuance in final form. There shall be no negotiations of the final form DB Agreement after the selection of the Preferred Proponent. The final form of the DB Agreement shall be executed by the Department and the Successful Proponent.

Subject to the terms of this RFP, only a Proponent is eligible to submit a Technical Proposal in response to this RFP. Similarly, only a Proponent subsequently invited by the Department, pursuant to Section 4.5.4 (Invitation to Submit Price Proposal), is eligible to submit a Price Proposal in response to this RFP.

The Department is providing the Proponents with Project-related information subject to the condition that it shall be used solely and exclusively for this Project and for no other purpose whatsoever. In this regard, such information shall be treated as confidential. For greater certainty, however, a Proponent may share such information with its advisors, provided that it shall ensure that such advisors shall also treat such information as confidential.

Section 5.8 (Limitation of Damages) of the ITP contains a comprehensive exclusion of liability on the part of the Government of Alberta and the Department in respect of the RFP. Each Proponent shall be deemed to have satisfied itself as to the nature and extent of the risks it shall be assuming, made its own independent assessment of the Project, and gathered all information necessary to perform its obligations under this RFP and any other obligations assumed or arising thereafter.

Section 1

The Project

1.0 The Project

1.1 Background

On August 5, 2008, the Department issued a Request for Qualifications (“**RFQ**”) for the design and construction of the Project. Six (6) Respondents submitted Responses to the RFQ, which were received on the deadline of September 5, 2008. From those six (6) Respondents, a short-list of three (3) proponents (the “**Proponents**”) was determined and announced on September 22, 2008 by the Minister of Transportation.

This RFP is being issued to invite detailed Proposals from the following three (3) Proponents:

- Aecon Construction and Materials Ltd.;
- KMC/PCL, a Joint Venture; and
- SNC-Lavalin Constructors (Pacific) Inc.

1.2 Project Scope

The Project involves the design and construction of the Anthony Henday Drive and Stony Plain Road /100 Avenue Interchange in the City of Edmonton, Alberta, Canada (the “**New Infrastructure**”). The Successful Proponent shall be responsible for the design and construction of the New Infrastructure.

The following provides an overview of the New Infrastructure and the scope of work related to it.

1.2.1 Design and Construction of New Infrastructure

The Project consists of the design and construction of a systems interchange at Anthony Henday Drive (AHD) and Stony Plain Road / 100 Avenue in Edmonton, including modifications to AHD between Whitemud Drive and the CNR Edson overpass in west Edmonton. The modifications also include ramp reconfigurations at Whitemud Drive, 87 Avenue and 111 Avenue. The Project is technically described in the First Stage Plan Drawings that were prepared by Al-Terra Engineering Ltd. as part of the draft Functional Plan dated August 2008 (the “**First Stage Plan Drawings**”).

The scope of work for the Project includes:

- a) A systems interchange with AHD passing over both Stony Plain Road (westbound) and 100 Avenue (eastbound);
- b) Loop ramps in the northwest quadrant and the southeast quadrant and elevated directional ramps passing over Stony Plain Road for southbound-eastbound and over 100 Avenue for northbound-westbound movements;
- c) Directional ramps in all four (4) quadrants;
- d) Reconstruction of AHD mainlines (three (3) lanes each way) from north of 87 Avenue to a point between 111 Avenue and CNR Edson Subdivision to create a median that is 30.6 m wide;
- e) Pavement overlay on existing AHD mainline from north of Whitemud Drive to 87 Avenue and widening to provide three (3) lanes each way (with widening to the outside);

- f) Reconfiguration of 87 Avenue interchange on the east side of AHD, adding loop on-ramp in the southeast quadrant to replace a directional on-ramp in the northeast quadrant, and adding a northbound exit ramp from north of Whitemud Drive to a new intersection on 87 Avenue (basket-weaved over a relocated northbound entrance ramp from Whitemud Drive);
- g) Replacement of the eastbound-southbound ramp at 109 Avenue, the northbound-eastbound ramp at 111 Avenue and removal of the AHD median crossing at 109 Avenue/111 Avenue;
- h) Pavement overlay on both Stony Plain Road and 100 Avenue; and
- i) Grading for the ultimate stage AHD mainline.

The Project includes the following seven (7) bridge structures:

- a) Two (2) bridge structures for AHD northbound and southbound lanes over Stony Plain Road;
- b) Two (2) bridge structures for AHD northbound and southbound lanes over 100 Avenue;
- c) One (1) bridge structure for northbound-westbound directional ramp over 100 Avenue;
- d) One (1) bridge structure for southbound-eastbound directional ramp over Stony Plain Road; and
- e) One (1) bridge structure for northbound exit ramp from AHD to 87 Avenue over Whitemud Drive northbound on-ramp to AHD.

The Project also includes the provision of roadway lighting on all Project roadways, including upgrading of the lighting on AHD.

The Project also includes the obligation to fulfill all the requirements to achieve drainage of all roadways; coordination with existing and proposed utilities; traffic accommodation and access management on all roadways during construction; guide signs and guide sign structures for all Project roadways; regulatory and warning signs during construction of the Project; and relocation of traffic signals, signs and the east intersection on 87 Avenue. It also includes all landscaping, fencing, environmental protection and restoration of all roadways removed during the Project.

The Department shall include, as part of Schedule 14 (Technical Requirements), the basic design requirements for pavement thickness, insulation details and geotechnical aspects related to anticipated bridge fill and wick drain installation. The Proponent will use these basic designs as minimum requirements and as a basis for developing detailed designs, plans and strategies.

The challenges that are anticipated on the Project include the compressible nature of the existing near-surface materials in the area. These conditions will necessitate the introduction of an extensive network of settlement acceleration measures such as wick drains. The Department tendered a separate wick drain installation contract for most of the AHD mainline fills in August 2008, which is expected to be completed in December 2008.

Other challenges include the design and construction provisions for frost protection measures to prevent seasonal frost heaving of roadways. The Proponents will note that some of the existing roadways in the Project area have been constructed with a styrofoam insulation layer in the road bed.

The New Infrastructure is shown in Drawings 14-A-01 through 14-A-08 inclusive, respectively. Detailed description and requirements of the New Infrastructure are provided in Schedule 14 (Technical Requirements) and in the Electronic Data Room.

1.2.2 Project Status

As of the date of this RFP, the following have been initiated or completed:

- A Functional Plan has been commissioned including, without limitation:
 - Design Data drawings for bridge structures;
 - cursory historical resources impact study;
 - Geotechnical investigation, including a preliminary wick drain design and strategies to mitigate frost heaves; and
 - Structural Pavement Design;
- An Environmental Impact Assessment as part of the Functional Plan has been commissioned and is expected to be available by December 2008;
- The initiation of utility relocation of Atco Pipelines high pressure gasline north of Stony Plain Road;
- The initiation of utility relocation of Parkland County and Epcor water mains north of Stony Plain Road; and
- The initiation of wick drain installation with draining layer and insulating fill at most of the AHD mainline fills which is expected to be completed in November 2008.

1.3 Project Objectives

The objectives of the Project are:

- a) To address congestion, improve the movement of people and goods in and through the City of Edmonton, improve travel safety and reduce vehicle emissions by reducing congestion-related idling;
- b) To have a Project that is designed and constructed in an effective and efficient manner, that is financially and environmentally sound and that appropriately protects the safety of the traveling public;
- c) To achieve value for money for the Province in respect of the Project; and
- d) To complete construction of the Project so that it is ready for traffic availability by October 14, 2011.

1.4 Design-Build Overview

The Department intends to enter into a DB Agreement with the Successful Proponent for the implementation of the Project, pursuant to Section 3.1 (Design-Build Procurement Model).

The key elements of the Project include:

- The design and construction of the New Infrastructure;
- An approximately three (3) year Construction Period for the New Infrastructure;
- A two (2) year Warranty period for the New Infrastructure from the Department's issuance of a certificate of Construction Completion;
- Construction progress payments which the Department shall pay in amounts that are payable to the Successful Proponent during the Construction Period as compensation for the design and construction of the New Infrastructure; and
- Payment Adjustments that will be applied to the above construction progress payments in accordance with Schedule 14 (Technical Requirements).

Project Milestones	Anticipated Schedule
Issue RFQ	August 5, 2008
RFQ Information Meeting	August 12, 2008
RFQ Response Deadline	September 5, 2008
RFQ Respondent Presentations to Selection Committee	September 12, 2008
RFP Proponent Selection Announcement	September 22, 2008
Issue RFP	September 22, 2008
RFP Information Meeting	September 29, 2008
Utility Stakeholder Meeting	September 30, 2008
Optional Innovation Submission Deadline	October 6, 2008
Department's Response to Optional Innovation Submission	October 10, 2008
Engineering Meetings with Proponents	October 15-17, 2008
Proponent DB Agreement Comments Deadline	October 28, 2008
DB Agreement Meetings with Proponents	November 5-7, 2008
Technical Proposal Submission Deadline	November 21, 2008
Issue Penultimate Draft of DB Agreement	December 12, 2008
Notification of Technical Proposal Results	December 19, 2008
Deadline for Comments to Penultimate Draft of DB Agreement	December 19, 2008
Issue Final Form of DB Agreement	January 9, 2009
Price Proposal Submission Deadline	February 3, 2009
Notification of Preferred Proponent	February 17, 2009
Signing of DB Agreement	March 3, 2009
Traffic Availability Target Date	October 14, 2011

1.5 Project Schedule

The New Infrastructure shall be opened to traffic as a systems interchange at AHD and Stony Plain Road / 100 Avenue as described in Section 1.2.1 (Design and Construction of New Infrastructure) by October 14, 2011.

The following table outlines the anticipated schedule for the key Project milestones. The actual timing may vary at the discretion of the Department, pursuant to Section 5.8 (Limitation of Damages).

1.6 Procurement Process

Highlights of the Project's procurement process are as follows:

1.6.1 RFP Information Meeting

The Department shall be holding an information meeting with all the Proponents collectively as a group. Subject to Section 5.4 (Department-Supplied Information), the purpose of this meeting is to provide the Proponents with an overview of the Design-Build procurement model and to respond to questions and comments that the Proponents may have regarding the RFP and the Project. All the Proponents are required to attend.

Details of the meeting are as follows:

Date: Monday, September 29, 2008
Time: 9:00 a.m.
Location: Alberta Transportation, 2nd Floor Twin Atria Building, 4999-98 Avenue,
Edmonton, Alberta, Canada T6B 2X3

Each Proponent shall confirm its attendance by submitting the names of persons who shall be attending in its behalf before Friday, September 26, 2008 with:

Carla Armstrong
Executive Secretary
Alberta Transportation
2nd Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3
Email: carla.armstrong@gov.ab.ca
Phone: (780) 644 5612
Fax: (780) 422 2846

Minutes of the meeting shall not be available.

1.6.2 DB Agreement Comments & Meetings

The Department shall be inviting the Proponents to submit their written comments, if any, on the draft DB Agreement, and on the triggers for and amounts of Payment Adjustments as provided for in Schedule 14 (Technical Requirements). The Department, in its sole discretion, may make any change to the technical specifications that are provided for in Schedule 14 (Technical Requirements) and to other performance standards as it considers appropriate.

In providing its written comments accordingly, the Proponent shall provide the reasons of such comments and how such shall provide enhanced value for money to the Department. In doing so, the Proponent shall highlight its comments by way of blacklining and shall use the sample format of the following table, a copy of which is provided in the Electronic Data Room:

Item No.	Document Section Reference	Text with proposed revision	Commentary

After having received the Proponents’ written comments, the Department shall invite each Proponent for one (1) round of one-on-one meetings to discuss such Proponent’s written comments. The Department, in its sole discretion, may accept or reject a Proponent’s proposed modifications in whole or in part, subject to Section 5.4 (Department-Supplied Information).

The date for submission of comments to the draft DB Agreement and the release of the penultimate draft and final versions of the draft DB Agreement are set forth in Section 1.5 (Project Schedule). The Department shall issue the DB Agreement in its final form before the deadline of the submission of the Price Proposal. There shall be no post-selection negotiations between the Department and the Preferred Proponent in respect of the DB Agreement and the Schedules.

Minutes of the meetings shall not be available.

1.6.3 Optional Innovation Submission

Pursuant to Appendix 4 (Optional Innovation Submission), each Proponent is invited, but not required, to submit an Optional Innovation Submission on the date set out in Section 1.5 (Project Schedule). Such submission shall include non-binding information on innovative solutions that a Proponent requests the Department to consider which, among others, identify some modifications to the Department’s Functional Plan that shall result in reduced cost, improved service or other significant benefit to the Department. If a Proponent chooses to pursue its proposed innovative solutions through the Optional Innovation Submission and feedback process, it shall incorporate those proposed solutions into its Technical Proposal to the RFP, provided however that its Optional Innovation Submission complies with the technical specifications of Schedule 14 (Technical Requirements) and provided that final acceptance of a Proponent’s Optional Innovation Submission shall be at the sole and exclusive discretion of the Department and shall be dependent on such further details that are submitted in its Technical Proposal. Even after the Proponent has discussed its proposed innovative solution with the Department, such Proponent has the option to determine whether or not it will incorporate its Optional Innovation Submission into its Technical Proposal to the RFP accordingly.

1.6.4 Engineering Meetings

The Department shall invite each Proponent for one (1) round of one-on-one engineering meetings to discuss any comments or questions, including its Optional Innovation Submission, if any, that such Proponent may have with respect to the technical requirements of the Project, subject to Section 5.4 (Department-Supplied Information). The Proponent shall submit written questions and requests to the Department Representative for topics to be addressed at the Engineering Meeting at least three (3) Business Days before the date of the meeting.

Minutes of the meetings shall not be available.

1.6.5 Request for Clarification

A Proponent who wishes to ask the Department any clarification question regarding this RFP shall submit its question in writing to the Department Representative. All requests for clarification and any other communications relating to this RFP including, without limitation, submission of a Proposal and the Proposal evaluation process are to be directed to the Department Representative in writing by the Contact Individual.

The Department, in its sole discretion, may respond to requests for clarification, enquiries or communications to any or all the Proponents. Specific clarification questions with respect to the Technical Proposal and the Price Proposal shall be received by the Department Representative by 4:00 p.m. Edmonton time on or before the tenth (10th) Business Day prior to the corresponding submission deadline of the Technical Proposal and the Price Proposal respectively. The Department Representative shall endeavour to respond on or before the fifth (5th) Business Day prior to the corresponding submission deadline of the Technical Proposal and the Price Proposal respectively.

The Department, in its sole discretion, may decline to respond to requests for clarification, enquiries or communications that are received less than ten (10) Business Days before the corresponding submission deadline of the Technical Proposal and the Price Proposal respectively. It may also decline to respond to such requests that the Department, in its sole discretion, considers as unnecessary to respond to.

Information obtained from any source, other than from the Department Representative in writing, is not official, shall not be binding on the Department, and shall not be relied upon or otherwise used in any way for any purpose whatsoever, pursuant to Section 5.1 (Department Representative).

The Department intends to provide the questions submitted and its responses thereto to all the Proponents. However, if a Proponent wishes to submit a question with a request that it be treated as confidential (i.e., that the Department's response be provided only to that Proponent), then the Proponent shall clearly state its request for confidentiality and its reasons thereof when it submits its question accordingly.

If the Department considers that the question is in fact confidential, it shall direct the response only to the Proponent that has asked the question, and not to the other Proponents. The Department reserves the right, in its sole discretion, to determine whether or not a question should be treated as confidential. It anticipates that only in exceptional circumstances will it grant a Proponent's request that its question be treated as confidential.

If the Department, in its sole discretion, considers the nature of such question as being non-confidential and its answer to that request as likely being relevant to the other Proponents, then the Department shall request the Proponent to withdraw the confidential request and re-submit the question as non-confidential. Upon receipt of the non-confidential question, the Department shall thereafter post the question together with its corresponding answer in the Electronic Data Room so that the question and corresponding answer may be accessed by all the Proponents accordingly. If the Proponent does not re-submit its clarification question as non-confidential, then the Department will not provide a corresponding answer to such clarification question in that regard.

1.6.6 Addenda

In reference to Section 5.7.1 (Amendment of Process), the Department may, at its sole discretion, at any time and from time to time before the Price Proposal Closing Date, amend or clarify this RFP including, without limitation, by amending and extending dates, schedules or deadlines, such as the Technical Proposal Closing Time and the Price Proposal Closing Time, or either of them, and the limits and scope of the Project, or any part of it, by means of written Addenda issued by the Department Representative to

the Proponents or through the Contact Individual of the Proponent. Written Addenda issued by the Department Representative is the sole means of amending or clarifying this RFP. By submitting a Proposal, each Proponent acknowledges and warrants that it has received the entire RFP, including any and all Addenda. The Department makes no guarantee, warranty or representation as to the timely or effective delivery of any Addenda.

1.6.7 Proposal Deposit

The Proposal Deposit shall be submitted in accordance with the form, amount and other requirements set forth in Section 4.3.3.2.2 (Proposal Deposit) as part of the Transmittal Package Requirements (Section 4.3.3.2) of the Proponent's Price Proposal (Section 4.3) accordingly.

1.6.8 Revisions to Proposals

Any and all Revisions shall be in writing, executed by the Contact Individual of the Proponent, and delivered by hand or by courier to the Closing Location. Revisions relating to the Technical Proposal shall be delivered on or before the Technical Proposal Closing Time. Revisions relating to the Price Proposal shall be delivered on or before the Price Proposal Closing Time. The calendar and clock at the Closing Location, whether accurate or not, will govern the delivery of any and all Revisions.

The Proponent assumes all responsibility for the timely and effective delivery of any Revision. Neither the Department, nor its employees, servants, agents, nor representatives will assume any responsibility for the timely or effective delivery of any Revisions.

Each Revision shall substantially comply with the following requirements:

- a) clearly identify the Proponent and the RFP title on the cover page; and
- b) clearly identify the text, tables, and/or drawings within the Proposal being revised, deleted, replaced or added to by the Proponent.

The name, position or title, email address and fax number of the Contact Individual shall also be shown on the Revision.

The Proponent shall sequentially number each Revision. Each Revision will be considered by the Department to have been sent by the Proponent in the sequence that each such Revision is received by the Department, and each successive Revision to the same item will replace any and all previous Revision(s) to such identified item(s), unless the Proponent clearly stipulates to the contrary on the face of each Revision.

1.6.9 Withdrawal of Proposals

A Proponent may withdraw its Proposal at any time before the Price Proposal Closing Time, by submission of a written notice delivered to the Department Representative at the Closing Location which, at the Department's sole discretion, clearly and unequivocally states the Proponent's intention to withdraw its Proposal.

Any Proposal not withdrawn on or before the Price Proposal Closing Time shall be irrevocable for ninety (90) days from the Price Proposal Closing Time.

Withdrawn Proposals shall remain in the Department's possession until after thirty (30) days from the Price Proposal Closing Time.

1.6.10 Acceptance of Proposal

This RFP is not an agreement to purchase goods or services.

No contract or legal obligations of any kind whatsoever is formed or shall arise under or in connection with this RFP or as a result of or in connection with the submission of a Proposal including, for greater certainty, as a result of or in connection with the submission of either a Technical Proposal or a Price Proposal, save and except only if the Department accepts a Proposal by issuance of an Award Letter, and then only to the Preferred Proponent and subject to and to the extent expressly set out in the Proposal Offer Letter, a sample of which is provided for in Appendix 2 (Required Forms), the Proposal and the terms of the DB Agreement.

The Department is not obligated to, among others, review or consider any Technical Proposals, to extend any one or more invitations to submit Price Proposals, to designate a Preferred Proponent or to issue an Award Letter.

The Department reserves the right, at its sole discretion, to reject any or all Proposals, to cancel this RFP, to re-issue this RFP, to issue or implement any other procurement process for, or to take any steps or actions to procure the same or similar Project or any part thereof at any time and from time to time, subject to Section 4.9 (Honorarium).

Neither acceptance of a Proposal nor execution of a DB Agreement shall constitute approval of any activity, work or development contemplated in any Proposal that requires any approval, permit or licence pursuant to any applicable laws, regulations and by-laws.

1.6.11 Form of Acceptance

The Department's issuance of an Award Letter is the only valid form of the Department's acceptance of any Proposal.

1.6.12 Signing of DB Agreement

By submitting a Proposal, the Proponent agrees that, if the Department delivers an Award Letter to the Proponent as the Preferred Proponent, the Preferred Proponent shall cause the Successful Proponent to execute the DB Agreement on the date as set out in Section 1.5 (Project Schedule).

Concurrently with executing the DB Agreement, the Successful Proponent's legal counsel shall provide the legal opinion or opinions that confirm the accuracy of the Successful Proponent's representations as Contractor of the DB Agreement, specifically in clauses (a) through (c) of Section 14 (Contractor's Representations and Obligations) of the DB Agreement and the shareholdings (or other applicable ownership interests) in the Contractor and in the Contractor's ultimate parent disclosed to the Department under clause (d) of that section, which legal opinion or opinions may be subject only to such qualifications and limitations as are reasonably appropriate and customarily accepted in third party legal opinions that are provided in commercial transactions.

Once issued in its final form, the DB Agreement shall be executed by the Successful Proponent without further negotiation or amendment, except for limited customization to incorporate specific portions of the Preferred Proponent's Proposal. The Preferred Proponent cannot qualify the acceptance of the final form of the DB Agreement. If the Preferred Proponent does not execute the DB Agreement in its final form, in addition to any other remedy available to the Department, the Department may retain the Proposal Deposit referred to in Section 4.3.3.2.2 (Proposal Deposit) and, at its sole discretion, designate the Proponent with the second lowest Price Proposal as the Preferred Proponent.

1.6.13 Conditions Precedent to Signing of DB Agreement

By submitting a Proposal, the Proponent agrees that if the Department delivers an Award Letter to the Proponent, within ten (10) days of the date of the Award Letter and in satisfying the conditions precedent to the signing of the DB Agreement, the Proponent shall obtain and deliver to the Department:

- a) the Bonds;
- b) a valid Worker’s Compensation Board registration number; and
- c) evidence of compliance with the Insurance Requirements.

1.6.14 Forfeiture of Proposal Deposit

If following delivery of the Award Letter, if any, to the Proponent, the Proponent fails or refuses to sign the DB Agreement on the date as set out in Section 1.5 (Project Schedule), subject to any Addenda issued by the Department Representative, then the Department may, at its sole discretion, draw on the full amount, or from time to time, on any part, of the Proposal Deposit as referred to in Section 4.3.3.2.2. (Proposal Deposit).

1.7 Risk Allocation Matrix

The Risk Allocation Matrix below provides a general summary of the allocation of risks in respect of the Project. Such risk allocation intends to meet the Department’s objectives for the Project. The Proponents are advised that the commercial and legal consequences of such risk allocation and the corresponding responsibilities of the Department and the Preferred Proponent for such risks are set forth in the DB Agreement. The Risk Allocation Matrix and corresponding highlights set forth below serve only as a summary for the Proponent’s reference. They are not intended to be a comprehensive description or allocation of the Project’s risks. For greater certainty, if there is a conflict between the Risk Allocation Matrix and the provisions of the DB Agreement, the latter shall govern.

DESIGN-BUILD: DESIGN & CONSTRUCTION RISKS	The Department	Contractor
Design and construction approvals		●
Design deviation from concept approval	●	●
Design errors		●
Patent infringement		●
Inclement weather		●
Historical resources and environmental –known and disclosed		●
Historical resources and environmental –unknown	●	
Water/air/soil contamination –unknown pre-existing	●	
Water/air/soil contamination –known pre-existing or arising from work		●
Land acquisition by the Department for right-of-way within TUC	●	
Obtaining Ministerial Consent to use additional TUC land (permanent additional right-of-way)		●

DESIGN-BUILD: DESIGN & CONSTRUCTION RISKS	The Department	Contractor
Obtaining Ministerial Consent to use additional TUC land (temporary use of land for construction purposes)		●
Land acquisition outside of TUC that the Department has already identified for acquisition	●	
Land acquisition outside TUC (if proposed)		●
Cost of utility permits		●
Delays by agencies other than the Department (e.g. utilities)		●
Delays by the Department	●	
Construction cost and time overrun		●
Latent defects (existing infrastructure)	●	
Adequacy of insurance		●
Subcontractor insolvency		●
Changes in design and construction standards during the construction period	●	
Geotechnical and soil conditions	●	●
Labour disputes		●
Damage to work during construction period, however caused		●
Traffic accidents during construction period		●
Damage / loss to utilities		●
Utility re-location and protection (* beyond a threshold cost)	●*	●
Defective material / workmanship		●
Achieving construction standards and specifications		●
Injunctions against construction (not caused by Contractor)	●	
Labour, equipment and material availability		●
Change in law (general)	●	●
Force majeure events	●	●
Workplace health and safety		●

Some highlights of the Risk Allocation Matrix in respect of the Project are as follows:

- The Successful Proponent shall be responsible for all the elements of design, construction and construction financing for the New Infrastructure and for meeting the performance and schedule requirements of the Project, except as otherwise specified.
- The Department shall assume the risk of changes in published engineering standards

relating to the design and construction of the New Infrastructure and to the safety or environmental requirements after the deadline of the Technical Proposal. The Department shall also assume the risk of changes in the Department's highway-related standards.

Section 2

Design and Construction

2.0 Design and Construction

2.1 Overview

This Section provides a brief overview of the key design and construction components of the New Infrastructure. To obtain detailed information on these matters, the Proponents shall refer to the following documents:

- The DB Agreement;
- All Schedules, including Schedule 14 (Technical Requirements); and
- The draft Functional Plan.

The Successful Proponent shall design and construct the New Infrastructure to meet all the requirements set forth in the above documents.

The Department encourages each Proponent to provide innovation in its design and construction of the New Infrastructure, subject to and in accordance with the requirements set forth in the above documents.

To assist the Proponents in this regard, the Department has provided the Proponents with relevant information in the Electronic Data Room.

The information presented in this Section 2 (Design and Construction) provides an overview of key design and construction facets of the New Infrastructure. Such information is for the Proponents' reference and guidance only. The Department directs the Proponents to the draft DB Agreement and Schedule 14 (Technical Requirements) for the specific technical requirements of the New Infrastructure.

The Department notes that portions of the Preferred Proponent's Proposal will be incorporated as schedules to the DB Agreement and will form part of the DB Agreement that will be executed.

2.2 Design

The Successful Proponent shall ensure that independent design checks shall be conducted on its designs. It shall also provide signed documentation for both its design and construction of the New Infrastructure in accordance with Schedule 9 (Payments and Holdback) and Schedule 14 (Technical Requirements) so that the Department is able to confirm the Successful Proponent's compliance with the stated design requirements of Schedule 14 (Technical Requirements) accordingly.

2.3 Functional Plan

The Highway 216:06 Anthony Henday Drive Interchange at Stony Plain Road (Highway 16A)/100 Avenue Interchange Functional Plan Draft Report dated August 2008, which was prepared by Al-Terra Engineering for the Department, has been included in the Electronic Data Room. This draft report will be amended in a future Addendum.

It presents the functionality requirements and possible strategies available to the Successful Proponent to ensure that the New Infrastructure complies with these requirements. The Successful Proponent shall be required to design the New Infrastructure at or near the locations identified in the Functional Plan. Additional roadway accesses shall not be permitted. For greater certainty, the Successful Proponent shall be required to design and build the New Infrastructure in accordance with the Functional Plan unless expressly stated otherwise in Schedule 14 (Technical Requirements).

A Proponent may either adopt the proposed strategies presented in the Functional Plan or develop its own proposed strategies accordingly. When its own proposed strategies are deviations from those presented in the Functional Plan, the Proponent shall submit them pursuant to the Optional Innovation Submission process in Section 1.6.3 (Optional Innovation Submission) and Appendix 4 (Optional Innovation Submission) and in accordance with the requirements of the Technical Proposal.

Pursuant to Section 1.6.3 (Optional Innovation Submission) and Appendix 4 (Optional Innovation Submission), the Proponent's Optional Innovation Submission shall provide detailed explanation of its proposed innovative strategies and how such innovation shall impact road user costs, levels of service, safety and noise, the environment and other transportation planning considerations. In so doing, the Proponent shall also provide detailed information that confirms that the requirements of the New Infrastructure as provided in the Functional Plan and in Schedule 14 (Technical Requirements) are not compromised.

If a Proponent chooses to pursue its proposed innovative solutions through the Optional Innovation Submission and feedback process, it shall incorporate those proposed solutions into its Technical Proposal to the RFP, provided however that its Optional Innovation Submission complies with the technical specifications of Schedule 14 (Technical Requirements) and provided that final acceptance of a Proponent's Optional Innovation Submission shall be at the sole and exclusive discretion of the Department and shall be dependent on such further details that are submitted in its Technical Proposal.

Whether the Proponent has chosen to adopt either the proposed strategies in the Functional Plan or its own proposed strategies accordingly, subject to the Department's prior acceptance of its proposed strategies, the Proponent shall incorporate them into its Technical Proposal and shall ensure that they meet the technical and functionality requirements of the New Infrastructure.

2.4 Site Access

For the purposes of conducting from time to time its own investigations prior to the Technical Proposal Closing Time, a Proponent shall submit a request in writing to the Department Representative for access to the Project site. The request, as further discussed below, shall detail the proposed access locations, times and the nature of investigative activities to be undertaken. The Department and Alberta Infrastructure shall make reasonable efforts to allow the Proponent its requested access to the Project site. Access shall be limited to those portions of the site owned or controlled by Alberta Infrastructure and may be subject to environmental, safety, time and other constraints.

Proponents shall make their own arrangements with other property owners prior to entering any portions of the site not owned or controlled by Alberta Infrastructure.

As a condition to entering any portion of the Project site including, without limitation, as part of any pre-submission meeting conducted pursuant to this RFP, the Proponent irrevocably accepts full liability for any and all events arising from or in connection with any site access. In this regard, the Proponent indemnifies the Department and Alberta Infrastructure, including its agents, representatives, and employees, for any loss or damages suffered by the Proponent, the Department or Alberta Infrastructure, including its agents, representatives or employees, or any third party arising, either directly or indirectly, in contract or in tort, from or in connection with any acts or omissions of the Proponent or its employees, agents or representatives.

The Province owns the real property referred to as the Transportation/Utility Corridor (**the "TUC"**). Alberta Infrastructure - Land Planning is responsible for authorizing access to a Proponent who requests such access to land within the TUC as required for the Project. In this regard, the Proponent shall submit, at least five (5) Business Days before the date of the requested access, a written plan that outlines the site investigation tests that it shall be conducting. If the Proponent satisfies the requirements of the right-of-

entry agreement outlined below, Alberta Infrastructure shall authorize such access, and subject to its discretion, on the dates that the Proponent has requested. Because the time period for obtaining site access approvals from Alberta Infrastructure is relative to the nature of the Proponent's proposed site investigations, the Proponents are strongly encouraged to submit their site access requests at the earliest time possible.

Before Alberta Infrastructure grants a Proponent's request for site access, the Proponent shall enter into a right-of-entry agreement with Alberta Infrastructure that shall include, without limitation, the terms and conditions set forth in Alberta Infrastructure's *Transportation/Utility Corridor (TUC) Program Policy* (the "TUC Program Policy"). The TUC Program Policy is posted in the Electronic Data Room.

Pursuant to the TUC Program Policy, the Proponent shall enter into a right-of-entry agreement with Alberta Infrastructure that shall include, without limitation, the following terms and conditions:

- The Proponent shall be responsible for any damage to any of the land;
- The Proponent shall agree to indemnify and hold harmless the Department and Alberta Infrastructure from and against any claims or actions arising out of the Proponent's access to the land or Alberta Infrastructure's authorization of such access;
- The Proponent shall carry out its work in a reasonable and prudent manner and in such a way that shall cause the least amount of disturbance to the land;
- The Proponent shall identify and pre-negotiate any compensation that may be due to existing TUC tenants as a consequence of the Proponent's investigation activities;
- The Proponent shall describe in detail the timing, duration and the type of work that it intends to carry out on the land and shall follow such parameters accordingly;
- The Proponent shall seek the prior authorization of Alberta Infrastructure and any affected utilities in every specific instance in which it intends to drill or otherwise disturb the soil in the land;
- The Proponent shall provide all the required insurance as specified in the right-of-entry agreement; and
- The Proponent shall provide traffic accommodation plans during site access, where necessary, in accordance with the Department's Traffic Accommodation Manual and shall implement it accordingly.

A Proponent requesting site access shall be required to purchase and maintain in full force, or cause to be purchased and maintained in full force, at all times during the RFP period up to the execution of the DB Agreement, the appropriate insurance to protect itself, all its Team Members, sub-contractors and sub-consultants, the Department, Alberta Infrastructure, all of its successors and assigns, and its respective directors, officers, employees, agents and officials involved in the Project during the RFP period. The Proponent shall deliver evidence of such insurance to Alberta Infrastructure prior to the Proponent obtaining site access. It is not necessary that the insurance required during this period be exclusively dedicated to the Project.

The following insurance shall be required:

- General Liability Insurance in an amount of no less than Five Million Dollars (\$5,000,000) inclusive per occurrence against bodily injury and property damage, including loss of use thereof. The Province shall be added as an additional insured under this policy for any and all claims arising out of the Proponent's activities. Such insurance shall include but not be limited to:

- Products and completed operations liability;
- Owner's and contractor's protective liability;
- Blanket written contractual liability;
- Contingent employer's liability;
- Personal injury liability;
- Non-owned automobile liability;
- Cross Liability with respect to additional insureds;
- Employees as additional insureds;
- Broad form property damage endorsement;
- Operation of attached machinery; and
- Sudden and accidental pollution,

and where such further risk exists:

- Geotechnical drilling;
 - Elevator and hoist liability; and
 - Towing/on hook coverage.
- Automobile liability on all vehicles owned, operated or licensed in the name of the Proponent or its Team Members in an amount not less than Five Million Dollars (\$5,000,000).

2.5 Accommodation of Design Traffic

The Department has prepared a traffic model to estimate traffic accommodation and traffic growth as a basis for identifying the Project's requirements in respect of the design of the New Infrastructure and its future expansion. This traffic model, which is intrinsic to the functionality requirements of the Functional Plan, is provided in the Electronic Data Room.

The Successful Proponent shall be responsible for ensuring that the New Infrastructure accommodates all traffic types. This includes, without limitation, traffic-carrying authorized overloads and any unauthorized overloads.

The Successful Proponent shall be responsible for the design and construction of the New Infrastructure to facilitate expansion of the facility to the Ultimate plan as described in the Functional Plan.

2.6 Road Right of Way

The TUC, which is real property owned by the Province, is under the direction and control of Alberta Infrastructure. The Road Right of Way, which forms part of the TUC, is land dedicated for the design and construction of the New Infrastructure. The Road Right of Way is shown on the right-of-way drawings contained in Schedule 14 (Technical Requirements).

The Road Right of Way shall be sufficient to construct the New Infrastructure. However, the Proponent shall be responsible for ensuring that the Road Right of Way is sufficient to accommodate its design of the New Infrastructure. If the Successful Proponent requires additional right-of-way, it shall be responsible for obtaining such additional right-of-way as it deems necessary.

The process for obtaining additional right-of-way within the TUC is described in the TUC Program Policy, which is posted in the Electronic Data Room. The Successful Proponent shall negotiate access and request additional right-of-way from Alberta Infrastructure. If Alberta Infrastructure approves such request, the Successful Proponent shall obtain a Ministerial Consent that grants it a right of access to the

Road Right of Way. This right of access, once granted, is generally free of charge. The Successful Proponent shall assume timing and other related risks with respect to its request for additional right-of-way.

The Department and Alberta Infrastructure shall acquire any land which the Province does not own yet but which is required by the Functional Plan's site access plan on or before July 1, 2010.

The Department and Alberta Infrastructure are providing the Successful Proponent with the Road Right of Way exclusively for the design and construction of the New Infrastructure. In this regard, the Successful Proponent is prohibited from undertaking any commercial development or from using the Road Right of Way for any other purpose whatsoever.

2.7 Licenses and Permits

The Proponent assumes full responsibility for obtaining and holding any and all rights, permits, licences, consents, approvals and authorities issued by any governmental agency, authority or other person that are required to carry out its investigations regarding the Project.

The Successful Proponent shall be responsible for conducting all work on the Project in accordance with all applicable federal and provincial legislation and regulations, including municipal by-laws concerning environmental and historical resources protection.

As part of the Functional Plan, the Department has obtained the following approvals and permits for:

- Historical Resources Impact Assessment Clearance

The Successful Proponent shall be responsible for ensuring that such approvals and permits required for the Project remain valid by adhering to, among others, the conditions attached thereto. The Successful Proponent shall be responsible for ensuring that any other approvals required for the Project are obtained and remain valid by also adhering to, among others, the conditions attached thereto.

The Successful Proponent shall consider the recommendations in the Functional Plan with respect to environmental impact as "best practices" during the design and construction of the New Infrastructure in order to minimize the environmental impact of the Project.

2.8 Municipalities

A Proponent shall ensure that it clearly understands and complies with all the requirements of the relevant municipalities as it prepares its Technical Proposal to this RFP. The Successful Proponent shall coordinate and interface its design and construction work with the existing infrastructure owned and operated by The City of Edmonton. The Successful Proponent shall provide the Maintenance Contractor with details of all temporary construction installations to be operated and maintained throughout seasonal shut-down periods. A schedule of planned seasonal shut-down periods shall be provided to the Maintenance Contractor and updated as required. The Successful Proponent shall act responsibly and professionally throughout the Construction Period and shall take all reasonable precautions to prevent damage to existing infrastructure.

2.9 Utilities

2.9.1 Responsibility for Relocation and Protection

Alberta Infrastructure regulates the location and permit requirements of the utilities located within the

TUC. Utilities are generally located within the utility corridor and outside the Road Right of Way of the TUC. However, in some instances, such utilities may cross the Road Right of Way.

The Successful Proponent shall be responsible for the relocation and protection of such utilities that may cross or are within the Road Right of Way. In this regard, it is very important that, at the start of the Project, the Successful Proponent negotiates and coordinates with the relevant utility companies for the required utilities relocation and protection. This is because such utility companies may wish to undertake their own utilities relocation and protection according to their own respective schedules.

General information on utilities, utility standards and specifications which are supplied by utility companies are provided in the Electronic Data Room.

2.9.2 Costs for Relocation and Protection

The Successful Proponent shall be responsible for the costs associated with utility relocation and protection, with the Department sharing some costs over certain thresholds, as provided in the DB Agreement.

2.9.3 Information Meeting with Utility Companies and Municipalities

The Department intends to hold an information meeting with all the Proponents collectively as a group, together with some, but not necessarily all, the relevant utility companies and the City of Edmonton. The purpose of the meeting is to provide the Proponents with an opportunity to ask questions related to utility relocation and protection and to relevant municipal matters, subject to Section 5.4 (Department-Supplied Information). The utility companies and municipalities that will be invited to participate are as follows:

- Alberta Capital Region Wastewater Commission;
- Alta Link Management Ltd.;
- ATCO Gas;
- ATCO Pipelines;
- City of Edmonton;
- City of Spruce Grove;
- CN Western Region;
- EPCOR Distribution;
- EPCOR Drainage Services;
- EPCOR Water Services;
- Fortis Alberta;
- Kinder Morgan Canada Inc.;
- Shaw Cable; and
- TELUS.

2.10 Other Department Projects

The Department may have other construction projects that are underway within the Project's vicinity during construction. Because the construction areas of such projects may be in close proximity to the Project, the Successful Proponent and the contractors of such other construction projects may be required to use common construction and site access areas. In such cases, the Successful Proponent shall coordinate its operations and maintain close liaison with such other contractors accordingly in order to minimize possible operational conflicts.

A Maintenance Contractor is responsible for maintaining existing roadways within the project limits, and shall be responsible for maintaining the New Infrastructure. The Successful Proponent shall be required to liaise with the Maintenance Contractor with respect to various matters including, without limitation, construction schedules, traffic management issues, site access requirements and winter maintenance issues. The Maintenance Contractor shall be kept informed regarding any and all activities of the Successful Proponent that may impact the Maintenance Contractor's activities and tasks.

The Successful Proponent shall provide the Maintenance Contractor with details of all temporary construction installations to be operated and maintained throughout seasonal shut-down periods. A schedule of planned seasonal shut-down periods shall be provided to the Maintenance Contractor and updated as required. The Successful Proponent shall act responsibly and professionally throughout the Construction Period and shall take all reasonable precautions to prevent damage to existing infrastructure.

The contact person of the Maintenance Contractor is as follows:

Name: Mr. Matt Marano, Lafarge – Transportation Systems Management Inc. (TSMI).
Address: 1140 Ellwood Road SW, Edmonton, Alberta,
Phone: (780) 466-5084

2.11 Collaboration

The Department has entered into various collaborative arrangements with its private sector service suppliers in respect of the Department's major capital projects, including maintenance projects, for numerous years. These arrangements have been successful and beneficial to both parties because of the strategic use of a collaborative approach to deliver mutually beneficial objectives.

This Project provides an excellent opportunity for the Department to continue building strong relationships with the private sector, while capitalizing on the private sector's innovative skills and invested knowledge.

Successful collaboration between the Department and the Successful Proponent shall require considerable effort from both parties. This is so, especially in the initial stages of the Project, when it may be necessary for the Successful Proponent to employ facilitators to assist in developing a positive and productive relationship with the Department.

For these purposes, each Proponent is required to submit its detailed collaboration strategy pursuant to Section 4.2.3.2 (Technical Submission Requirements) and Technical Submission (TS) 13 - Collaboration Strategy of Appendix 1 of this ITP. Such strategy shall describe how its planned collaboration with the Department and other parties shall be successfully developed and maintained, including the extent to which its various Team Members and any specialist advisors, relevant authorities and municipalities shall be involved.

2.12 Safety Management

Safety is of the paramount importance to the Department. It shall be the Successful Proponent's responsibility to design and construct the New Infrastructure so that it is safe for the general public and for all personnel employed directly or indirectly by the Successful Proponent in the Project.

A Proponent shall provide a Safety Plan in its Proposal pursuant to Section 4.2.3.2 (Technical Submission Requirements) and Technical Submission (TS) 11 - Safety Plan of Appendix 1 of this ITP. The Safety Plan shall provide relevant details with respect to the Successful Proponent's policies, safety plans, training programs and work site control plans to ensure the health and safety of all workers during the Construction Period.

In addition, the Proponent shall provide a Traffic Management Plan pursuant to Section 4.2.3.2 (Technical Submission Requirements) and Technical Submission (TS) 8 (Traffic Management Plan) of Appendix 1 of this ITP, which also takes into account the safety of the general public and for all personnel employed directly or indirectly by the Successful Proponent in the Project. The Traffic Management Plan shall include details of the traffic accommodation strategies that the Successful Proponent shall execute over the term of the DB Agreement.

2.13 Environmental Management

The Successful Proponent shall be responsible for ensuring compliance with all environmental requirements of the Project. Particularly, it shall be responsible for obtaining and complying with all required environmental approvals, authorizations and permits. The DB Agreement requires the Successful Proponent to fulfill specific environmental mitigation obligations and to indemnify the Department if any related environmental liability arises. An environmental assessment study, which was undertaken as part of the Functional Plan, has been posted in the Electronic Data Room.

The Successful Proponent shall be required to implement an Environmental Management System ("EMS") during the entire term of the DB Agreement, pursuant to Section 4.2.3.2 (Technical Submission Requirements) and Technical Submission (TS) 10 - Environmental Management System of Appendix 1 of this ITP and in accordance with Schedule 14 (Technical Requirements). A Proponent's Proposal shall include details relating to an EMS in accordance with the Technical Proposal Requirements.

2.14 Quality Management

A Proponent's Proposal shall include details relating to a Quality Management System ("QMS") during the entire term of the DB Agreement, pursuant to the Technical Submission (TS) 9 (Quality Management System) of Appendix 1 of this ITP and in accordance with Schedule 14 (Technical Requirements).

The Successful Proponent shall be responsible for carrying out all Quality Management functions on the Project and shall be required to implement a QMS during the entire term of the DB Agreement. It shall also be required to monitor, update and manage the QMS on an ongoing basis.

The Successful Proponent shall be responsible for all quality control and quality assurance activities within the QMS. The Department will undertake its own inspection, sampling and testing program in accordance with Schedule 14 (Technical Requirements) in order to determine product acceptance. The Successful Proponent shall include provisions for accommodating Department acceptance testing within the QMS.

The Department may, at its sole discretion and at any time, review the Successful Proponent's conformance of any quality aspect of the Project to the DB Agreement and Schedules. The Successful Proponent shall be responsible for rectifying any quality matter that the Department may consider to be in

non-conformance back into conformance with the DB Agreement and Schedules.

Section 3

Commercial Arrangements

3.0 Commercial Arrangements

3.1 Design-Build Procurement Model

For this Project, the Department is using the Design-Build procurement model in which the Successful Proponent shall be responsible for the design and construction of the New Infrastructure over the term of the DB Agreement. In consideration thereof, the Department shall pay the Successful Proponent construction progress payments over the term of the DB Agreement.

Other than the construction progress payments from the Department, the Successful Proponent shall be solely responsible for its construction financing for the Project. The Province shall not guarantee any debt incurred by the Successful Proponent.

The Department intends to enter into a DB Agreement with the Successful Proponent, which will be the legal entity that is proposed by the Preferred Proponent. Some measure of flexibility is provided to the Successful Proponent to structure such legal entity accordingly in order to deliver the best value to the Department.

3.2 Payments

Payments by the Department to the Successful Proponent shall consist of construction progress payments payable during the Construction Period as compensation for the design and construction of the New Infrastructure.

Payment Adjustments will be applied to the above construction progress payments in accordance with Schedule 14 (Technical Requirements). Examples of incidents leading to Payment Adjustments include, without limitation:

- Deviations from design or specifications; and
- Failure to provide service within specified time frames.

The DB Agreement, including Schedule 14 (Technical Requirements), contains the triggers for and amounts of adjustments to the payments otherwise payable to the Successful Proponent.

3.3 Holdbacks and Other Security

In addition to the payment adjustments described in Section 3.2 (Payments), there are a number of other offset provisions in the DB Agreement, including:

- Holdback that the Department shall retain from each construction progress payment equal to ten percent (10%) of the amount approved by the Department for payment to the Successful Proponent;
- Interim Holdback release, one time only, when Traffic Availability is achieved. The amount of Holdback retained by the Department shall be at least five (5) times the cost to complete the New Infrastructure as estimated by the Department. The balance of the Holdback shall be released to the Successful Proponent;
- Final Holdback release within sixty (60) days of the Department issuing a Construction Completion Certificate;
- Payment Adjustments consisting of either bonus or penalty assessments will be based

upon whether as-constructed items meet, do not meet or exceed predefined technical criteria; and

- Payment Adjustments for completion after Traffic Availability Target Date.

Details of these provisions are provided in Section 5 (Design and Build of the New Infrastructure) of the draft DB Agreement.

3.4 Tax

Each Proponent shall satisfy itself as to the tax consequences of entering into the DB Agreement. The Province represents and warrants that it is not, and will not become, obligated to pay the goods and services tax (“GST”) under Part IX of the *Excise Tax Act* (Canada), and that its GST exempt number is R124072513. No amount payable by the Province under this Agreement is subject to GST.

3.5 Insurance Requirements

The Successful Proponent is required to maintain certain mandatory insurance coverage. The insurance forms and amounts for the Construction Period in the DB Agreement are minimum mandatory requirements that the Successful Proponent shall provide, without limiting its obligation or liabilities. The insurances shall comply with the *Insurance Act* (Alberta).

These requirements, which are detailed in this ITP and the DB Agreement, specify the minimum insurance necessary during the Construction Period. The Successful Proponent is responsible for determining its own insurance needs above or in addition to the specified requirements.

The Proponents shall provide general insurance documentation that meets the minimum requirements of the DB Agreement pursuant to Section 4.3.3.2.4 (Consent of Insurance Broker).

Section 4

Proposal Submission and Evaluation

4.0 Proposal Submission and Evaluation

4.1 Proposal Submission Requirements

The following format, content and delivery requirements shall be followed for all Proposals in order to facilitate the Department's evaluation of each Proposal.

4.1.1 Proposal Delivery - General

Proposals, including for greater certainty, each Technical Proposal and Price Proposal, shall be delivered to the Closing Location by hand or courier. Delivery of either or both of the Technical Proposal or the Price Proposal by mail, facsimile or by email, may, at the sole discretion of the Department, lead the Department to:

- a) exclude the Proponent and its Technical Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal);
- b) not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal) despite its Technical Proposal having received any "acceptable" or "pass" designation under this RFP; or
- b) disqualify the Proposal in its entirety.

Neither the Department, nor its employees, agents nor representatives shall be in any way responsible or liable for the timely, effective or condition (including security) of receipt, identification, handling or storage of any Proposal or any part of a Proposal.

4.1.2 Late Proposals

Any Proposal, including for greater certainty, each Technical Proposal and Price Proposal, that is received after the Closing Time is late. At the Department's sole discretion, late Proposals may not be accepted for consideration. The clock, which is used at the Department by the Department Representative as "the official clock", whether accurate or not, shall govern with respect to whether Proposals have been received on or before the Closing Time.

4.2 Technical Proposal Requirements

4.2.1 Purpose

The purpose of the Proponent's Technical Proposal is to provide the Department with sufficient information to demonstrate to the reasonable satisfaction of the Department that:

- The Proponent has a good and clear understanding of the functional objectives and purposes that the Department wishes to achieve by undertaking this Project;
- The Proponent has a good and clear understanding of the nature of the Contractor's obligations arising in the DB Agreement; and
- The various design reports, Construction Management Plan, Project Management Plan and Quality Management Plan, among others, as described by the Proponent, are likely to result in a finished Project that will meet or exceed the Department's functional objectives and purposes in undertaking this Project.

4.2.2 Format

The Proponent's Technical Proposal shall be in the following format:

- a) The Technical Proposal shall be in English.
- b) The Technical Proposal shall be provided in fourteen (14) copies consisting of:
 - one (1) complete original hard copy;
 - twelve (12) identical hard copies of the original hard copy (one copy of which is in unbound form in order to be suitable for copying); and
 - one (1) complete electronic copy which shall be submitted on CDs or DVDs in Adobe PDF or Microsoft Office compatible format.
- c) Each hard copy of the Technical Proposal shall be printed single-sided and in 3-ring binder(s).
- d) Where practical, text and tables should be printed single-sided on 8.5" x 11" paper. The fonts used shall not be smaller than 11-point typeface and text line spacing shall be 1.5 lines.
- e) Drawings submitted as a part of the Technical Submission shall be on 11" x 17" paper.
- f) The Technical Proposal shall be accompanied by authorized declaration letters in the forms of Form A and Form B in Appendix 2 (Required Forms) from the Contact Organization and each Lead Team Member and the Project Lead (if not otherwise a Lead Team Member).
- g) A Proponent shall use in its Technical Proposal, where applicable, the defined terms as set forth in Appendix 3 (Glossary of Terms) of this RFP, the DB Agreement, including those defined in Schedule 14 (Technical Requirements).
- h) The Technical Proposal shall be organized as follows:
 - Proposal Cover Letter that provides the information set forth in Section 4.2.3.1.1 (Cover Letter);
 - A Table of Contents corresponding with the headings listed in Section 4.2.3.1 (Administrative Package) through Section 4.2.3.2 (Technical Submission Requirements) inclusive of this RFP;
 - The body of the Proposal having the content indicated in Technical Submission (TS) 1 through Technical Submission (TS) 14 of Appendix 1 (Technical Submission Requirements) inclusive of this RFP.
- i) Each Proponent is strongly advised to adhere to the format and sequence of matters identified in Section 4.2.3.1 (Administrative Package) through Section 4.2.3.2 (Technical Submission Requirements) and in Technical Submission (TS) 1 through Technical Submission (TS) 14 of Appendix 1 (Technical Submission Requirements) inclusive of this RFP. Each Proponent shall ensure that its Technical Proposal includes all the information requested in this RFP, meets the requirements set out in this RFP, and is submitted in accordance with the terms of this RFP, including the format and content requirements set out in this RFP. Additional, extraneous and unsolicited information is discouraged and may be disregarded at the sole discretion of the Department.

4.2.3 Content

Information provided by the Department on any specimen form required to be submitted as part of the Technical Proposal shall not be altered, qualified or contradicted in any way by the Proponent either on

the face of the submitted form or in any other part of the Proposal.

The Technical Proposal shall consist of the following:

- a) Administrative Package (see Section 4.2.3.1); and
- b) Technical Submission (see Sections 4.2.3.2 and Appendix 1 of this RFP).

Any incomplete Technical Proposal, may, at the sole discretion of the Department, lead the Department to exclude the Proponent and its Proposal from further or any evaluation under this RFP and not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal).

4.2.3.1 Administrative Package Requirements

The Administrative Package shall be delivered as part of the Technical Proposal, within a separate, sealed envelope. It shall be clearly marked as the Proponent's "Administrative Package" and shall identify the Proponent's name and the RFP title. It shall contain the following information and documentation:

- a) Any proposed change to the Proponent, Team Members of Proponent, Key Individuals and to any other person, since the Proponent's submission of its Response to the RFQ, in accordance with Section 5.9 (Changes to Proponent's Team Structure);
- b) A confirmation of the composition of the Proponent as provided in its submission to the RFQ;
- c) A description of the intended business form of the Successful Proponent and the anticipated legal relationship among the Successful Proponent and the Team Members with respect to the relevant elements of the Project. Material provisions of any agreements which shall be entered into between the Successful Proponent and the Team Member with respect to the Project shall be described;
- d) A list of the individuals or companies who will hold a major or controlling interest in the Successful Proponent;
- e) The names, titles and employers of the Proponent's team who are responsible for preparing the Proponent's Technical Proposal; and
- f) A management plan that addresses the functions required to satisfy the Proponent's obligations, duties and responsibilities for the entire term of the DB Project. The management plan shall include, without limitation, the following:
 1. Organization Structure
A comprehensive description of the Successful Proponent's organization structure for the Project in terms of organizational positions and the names of the key individuals for those positions, identifying their roles, reporting relationships, responsibilities and levels of authority. In so doing, provide an overall organization chart illustrating the key functions of the proposed Project organization, supplemented by additional organizational charts sufficient to present and describe all key functions through all phases of the Project, including:
 - management group, including executive officers;
 - design group;
 - construction group;

- environmental management group;
- public communications group;
- quality management group; and
- others.
-

2. Proposed Key Individuals and Time Commitment

For each of the key individuals identified in #1 immediately above, provide a brief and concise summary in a resume of no more than two pages listing his or her most relevant qualifications to support the nomination to the identified organizational positions. Confirm the availability of these individuals to take part in the Project and the span of time of that availability by providing letters of commitment signed by these individuals including the level of effort they shall provide to the Project.

3. Relationship between the Department and the Successful Proponent

The nature and extent of the interfacing and interaction envisaged between the Successful Proponent and the Department for the term of the DB Agreement, and the measures proposed to ensure a high level of communications and cooperation.

Administrative Packages shall be reviewed and evaluated on an “acceptable / unacceptable” basis in accordance with the terms of this RFP including, without limitation, Section 4.4 (Proposal Evaluations) and Section 5.9 (Changes to Proponent’s Team Structure). The Department may, at its sole discretion, rely on Section 4.4.2 (Clarification and Rectification), with any and all appropriate changes, to seek and consider additional and replacement information and documents, clarifications and rectifications, as the case may be, from a Proponent or any Key Individual in respect of a Proponent or any Team Member of the Proponent.

Any Administrative Package that, in the sole opinion of the Department, receives an unacceptable designation may, at the sole discretion of the Department, result in the Department excluding the Proponent and its Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal).

4.2.3.1.1 Cover Letter

Subject to Section 5.2 (Contact Organization and Contact Individual), a Proponent shall maintain the same Contact Organization and Contact Individual for its Proposal to the RFP as it did for its Response to the RFQ. In relation to Section 4.2.3.1 (Administrative Package Requirements), the cover letter of a Proponent’s Administrative Package shall state the name of its organization (the “**Contact Organization**”) that shall be the contact for all communications with the Department regarding this RFP. The cover letter shall also state the name of the individual responsible for all such communications on behalf of that organization (the “**Contact Individual**”). The Contact Individual shall have full legal authority and capacity to represent and bind the Contact Organization in any and all matters related to this RFP and the Proponent’s Proposal. The Contact Individual shall be responsible for all such communications on behalf of the Contact Organization. The following information shall be provided for the Contact Individual:

- name;
- company name;
- title;
- address;

- phone number;
- fax number; and
- e-mail address.

4.2.3.2 Technical Submission Requirements

Without limiting Section 4.5.3 (Technical Submission Evaluation), each Technical Submission (or “TS”) shall clearly address all Technical Submission requirements regarding the content stated in Appendix 1 (Technical Submission Requirements) of this RFP.

To facilitate evaluation by the Department, each required section of the Technical Submission shall be a stand-alone document that follows the information content, format and sequence stated in this RFP. In preparing the Technical Proposal, the Proponent shall not assume that the evaluators of the individual sections of the Technical Submission will read through or have access to the entire Technical Submission in order to retrieve pertinent information from other sections.

The Technical Proposal shall be contained in one or more packages each clearly marked “Technical Proposal” and clearly labelled to identify the Proponent and the number of packages comprising all copies of the Technical Proposal.

The Technical Submission of the Proponent’s Technical Proposal shall consist of the following sections:

- TS 1 – Roadway Design Report
- TS 2 – Bridge Structures Design Report
- TS 3 – Pavement Design Report
- TS 4 – Geotechnical Grading Design Report
- TS 5 – Drainage Design Report
- TS 6 – Safety Audit Plan
- TS 7 – Construction Management Plan
- TS 8 – Traffic Management Plan
- TS 9 – Quality Management System
- TS 10 – Environmental Management System
- TS 11 – Safety Plan
- TS 12 - Public Communications Strategies
- TS 13 – Collaboration Strategy
- TS 14 - Project Schedule

Each Proponent shall clearly demonstrate that all the sections of its Technical Submission substantially comply with the requirements of Schedule 14 (Technical Requirements).

4.2.4 Delivery

Technical Proposals shall be delivered to the Closing Location on or before the Technical Proposal Closing Time. The calendar and clock at the Closing Location, whether accurate or not, shall govern the

delivery of Technical Proposals. At the sole discretion of the Department, any late Technical Proposal may not be eligible for consideration and may lead to the Department excluding the Proponent and its Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal).

The Price Proposal shall not be delivered with the Technical Proposal. Delivery of the Price Proposal or any part of the Price Proposal, concurrent with the Technical Proposal or inclusion of the Price Proposal in the Technical Proposal may, at the sole discretion of the Department, lead the Department to excluding the Proponent and its Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal).

Technical Proposals shall be delivered in one or more packages clearly labelled with the Proponent's name, the RFP title as found in the cover page, Department Representative and Closing Location as provided in Section 4.2.4.1 (Closing Location & Closing Time).

If the Technical Proposal is contained in more than one package, each package should be clearly labelled and numbered to identify the number of packages comprising the complete Technical Proposal.

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

4.2.4.1 Closing Location & Closing Time

Technical Proposals shall be received at the Closing Location on or before the Closing Time as follows:

Closing Location: Alberta Transportation
Tender Admission
Tender Deposit Counter
1st Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

Closing Time: November 21, 2008, 4:00 p.m. local (Edmonton) time

Package(s) containing the Technical Proposal shall be clearly labelled with the RFP title and the name of the Department Representative as follows:

Attention: Neill McQuay, P.Eng.
Executive Director, Major Capital Projects
Alberta Transportation
Tender Admission
Tender Deposit Counter
1st Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

4.3 Price Proposal Requirements

4.3.1 Purpose

The purpose of the Proponent's Price Proposal is to provide the Department with sufficient information to demonstrate to the reasonable satisfaction of the Department that:

- if the Department delivers an Award Letter to the Proponent, the Proponent shall cause the Successful Proponent to sign the DB Agreement;
- if the Department delivers an Award Letter to the Proponent, the Proponent shall obtain and deliver to the Department the Bonds and the Insurance Requirements, among others; and
- the Proponent's Contract Price as contained in its Price Proposal is based on its submissions in its Technical Proposal.

4.3.2 Format

The Proponent's Price Proposal shall be in the following format:

- a) The Price Proposal shall be in English.
- b) The Price Proposal shall be provided in one (1) complete original hard copy.
- c) The hard copy of the Price Proposal shall be printed single-sided.
- d) The Price Proposal shall be accompanied by authorized declaration letters in the forms of Form C and Form D in Appendix 2 (Required Forms) from the Contact Organization and each Lead Team Member and the Project Lead (if not otherwise a Lead Team Member).
- e) A Proponent shall use in its Price Proposal, where applicable, the defined terms as set forth in Appendix 3 (Glossary of Terms) of this RFP, the DB Agreement, including those defined in Schedule 14 (Technical Requirements).
- f) The Price Proposal shall be organized as follows:
 - Proposal Cover Letter that provides the information set forth in Section 4.2.3.1.1 (Cover Letter);
 - A Table of Contents corresponding with the headings listed in Section 4.3.3.1 (Price Envelope Requirements) through Section 4.3.3.2 (Transmittal Package Requirements) and, pursuant to Section 4.3.3.2.6 (Resubmission of Technical Submission), in Technical Submission (TS) 1 through Technical Submission (TS) 14 of Appendix 1 (Technical Submission Requirements) inclusive of this RFP; and
 - The body of the Proposal having the content indicated in Section 4.3.3.1 (Price Envelope Requirements) through Section 4.3.3.2 (Transmittal Package Requirements) and, pursuant to Section 4.3.3.2.6 (Resubmission of Technical Submission), in Technical Submission (TS) 1 through Technical Submission (TS) 14 of Appendix 1 (Technical Submission Requirements) inclusive of this RFP.

- g) Each Proponent is strongly advised to adhere to the format and sequence of matters identified in Section 4.3.3.1 (Price Envelope Requirements) through Section 4.3.3.2 (Transmittal Package Requirements) and, pursuant to Section 4.3.3.2.6 (Resubmission of Technical Submission), in Technical Submission (TS) 1 through Technical Submission (TS) 14 of Appendix 1 (Technical Submission Requirements) inclusive of this RFP. Each Proponent shall ensure that its Price Proposal includes all the information requested in this RFP, meets the requirements set out in this RFP, and is submitted in accordance with the terms of this RFP, including the format and content requirements set out in this RFP. Additional, extraneous and unsolicited information is discouraged and may be disregarded at the sole discretion of the Department.

4.3.3 Content

Information provided by the Department on any specimen form required to be submitted as part of the Price Proposal shall not be altered, qualified or contradicted in any way by the Proponent either on the face of the submitted form or in any other part of the Proposal.

The Price Proposal will consist of the following two (2) separately contained and sealed envelopes:

- a) the Price Envelope containing the Contract Price, stated as a single fixed price, for the design and construction of the New Infrastructure (see Section 4.3.3.1); and
- b) Transmittal Package (see Section 4.3.3.2).

Any incomplete Price Proposal may, at the sole discretion of the Department, lead to disqualification of the Proponent's Proposal

4.3.3.1 Price Envelope Requirements

The Price Envelope will not be opened, reviewed or evaluated by the Department until after the Department's review and evaluation of the Transmittal Package. It is the responsibility of the Proponent to ensure that the Price Envelope is in a sealed envelope, clearly marked "Price Envelope" and separate from the Transmittal Package.

The Price Envelope will contain the Contract Price, stated as a single fixed price, for the design and construction of the New Infrastructure. The Contract Price shall be provided in accordance with the stated specimen Contract Price Offer provided as Form E in Appendix 2 (Required Forms) of this ITP. The Contract Price shall be a single fixed price in Canadian Dollars to the cent.

4.3.3.2 Transmittal Package Requirements

The Transmittal Package shall be delivered as part of the Price Proposal, within a separate, sealed envelope. It shall be clearly marked as the Proponent's "Transmittal Package" and shall identify the Proponent's name and the RFP title. It shall consist of one (1) duly executed original of each of the following documents from (a) to (e) listed below. In the case of item (f) below, eight (8) hard copies of the Resubmitted Technical Submission shall be submitted.

- a) Proposal Offer Letter;
- b) Proposal Deposit;
- c) Consent of Surety;
- d) Consent of Insurance Broker;
- e) Certificate of No Material Adverse Change regarding financial capacity; and

f) Resubmission of Technical Submission as clarified by the Department.

Each of the above-listed documents from (a) to (e) will be a duly executed original, substantially compliant in form and content with the applicable specimen forms provided in Appendix 2 (Required Forms) of this RFP and otherwise in accordance with the requirements of this RFP.

The Transmittal Package will be reviewed, evaluated and designated by the Department, at its sole discretion, on the basis of either “acceptable” or “unacceptable” based on whether each of the above-listed documents from (a) to (e) are included and are submitted as duly executed originals and in a format that is in substantial compliance with the requirements of this RFP.

The Department may, at its discretion, rely on Section 4.4.2 (Clarification & Rectification) of this RFP with all appropriate changes, to seek and apply additional, replacement, clarifying and rectifying information and documentation, as the case may be, from either or both of the Proponent or the third party issuer of the document with respect to a document that has been evaluated as remediable, before making a final designation as to “acceptable” or “unacceptable” in respect of any such document. An “unacceptable” designation will, at the sole discretion of the Department, lead to disqualification of the Proponent’s Proposal.

If the Department seeks any such additional, clarifying or rectifying information and documentation, including replacement originals, as the case may be, in respect of a document that has been evaluated as remediable, the Proponent shall deliver to the Closing Location by not later than two (2) Business Days after the date of the Department’s notification, or by such other date as may be specified in the notification, the original replacement document or documents, or the requested information and documentation, as the case may be, for consideration and final designation.

If the Proponent fails to deliver any such information or documents, as the case may be, the Department may, at its sole discretion, disqualify the Proponent’s Proposal, without in any way limiting the rights and remedies available to the Department in connection with this RFP, at law or in equity.

4.3.3.2.1 Proposal Offer Letter

The terms and conditions of the Proposal Offer Letter will be compliant with that of the specimen Form of Proposal Offer Letter provided as Form F in Appendix 2 (Required Forms) of this ITP.

4.3.3.2.2 Proposal Deposit

The Proposal Deposit will be in the following form:

Each Proponent shall deliver to the Department with its Price Proposal an irrevocable, unconditional, on sight letter of credit in the amount of One Million Dollars (\$1,000,000.00) (the “**Proposal Deposit**”) similar in form to the sample letter of credit provided as Form G in Appendix 2 (Required Forms), issued by a bank having an office in Canada and authorized under the *Bank Act* (Canada) to do business in Canada (or other financial institutions approved in advance for the purposes of this Section by the Department, which may grant or decline such approval in its absolute discretion), and having a senior, long-term credit rating of not less than A+ (with a stable outlook) or equivalent from Moody’s Investors Service, Standard & Poor’s, DBRS (Dominion Bond Rating Service) or Fitch Ratings (or any other major credit rating agency approved for the purposes of this Section by the Department, which may grant or decline such approval in its absolute discretion).

The Proposal Deposit shall be maintained in effect by the Proponent until either of the following events has occurred:

- the Successful Proponent has executed the DB Agreement; or
- the Department has notified the Proponents that it has decided not to select a Preferred Proponent,

and upon either of such events, the Department shall surrender the Proposal Deposit to the Proponent within fourteen (14) Business Days thereof.

4.3.3.2.3 Consent of Surety

The Consent of Surety will be a duly executed Consent of Surety that is in form and content substantially compliant with the specimen Form of Consent of Surety provided as Form H in Appendix 2 (Required Forms) of this ITP.

4.3.3.2.4 Consent of Insurance Broker

The Consent of Insurance Broker shall be a letter from the Proponent's insurance broker confirming that the insurance requirements can be satisfied that is in form and content substantially compliant with the specimen Form of Consent of Insurance Broker provided as Form I in Appendix 2 (Required Forms) of this ITP.

The Proponent shall also provide details of its proposed insurance program as specified in the DB Agreement and Schedule 8 (Insurance Requirements), which the Proponent shall put in place for the Project. While the Proponent may choose to obtain insurance coverages beyond the minimum requirements of the DB Agreement and Schedule 8 (Insurance Requirements), information for such additional insurance shall not be included in the Proponent's submission. Required details shall include:

- Type of insurance including limits, endorsements and coverage terms as specified in the DB Agreement and Schedule 8 (Insurance Requirements); and
- A letter from the Proponent's insurance broker confirming that the insurance requirements specified in the DB Agreement and Schedule 8 (Insurance Requirements) can be satisfied in a form and content acceptable the Department in accordance with the Consent of Insurance Broker Form as provided for in Appendix 2 (Required Forms).

The Proponent's insurance program shall meet or exceed the mandatory requirements, as required under the DB Agreement. The Proponent shall identify the insurance broker or brokers for the Project. If the Proponent has appointed more than one insurance broker, with each broker responsible for a portion of the insurance program, each of the brokers shall produce a letter that meets the above requirements. Each of these letters shall clearly identify the elements of the required insurance and the relating insurance program that have been assigned to the respective broker. If more than one insurance broker has been appointed by the Proponent, with both brokers collaborating on the same components of the Project, then both brokers shall produce substantially the same letter.

4.3.3.2.5 Certificate of No Material Adverse Change

The Certificate of No Material Adverse Change shall be a confirmation of the financial capacity of the Proponent and its Team Members. The certificate shall be in the form and content substantially compliant with the specimen Form of Certificate of No Material Adverse Change provided as Form J in Appendix 2 (Required Forms) of this ITP. Each of the Lead Team Members or Project Lead or other entities in respect of which financial information was submitted in the Proponent's Response to the RFQ, signed by the Chief Financial Officer or other authorized officer of each respective entity, shall submit such certificate. The Department reserves the right, in its sole discretion, to request additional evidence

of the financial capacity of the Proponent or any of its Team Members accordingly.

4.3.3.2.6 Resubmission of Technical Submission

Pursuant to Section 4.4.2 (Clarification & Rectification), if the Department has requested clarification, rectification or additional information and documentation from a Proponent, and the Proponent has provided the Department with the requested clarifications, rectifications, information or documentation, as the case may be, then any such requested clarifications, rectifications, information or documentation shall be read as though it formed a part of the Proposal. For this purpose, the Proponent shall re-submit all the sections comprising the Technical Submission (i.e., TS 1 to TS 14) of the Technical Proposal as so clarified, rectified or added and re-submit the complete Technical Submission as part of the Proponent's Transmittal Package. The Proponent shall identify the changes it has made to the sections of the Technical Submission as so clarified, rectified or added by way of blacklining. If the Proponent is selected as the Preferred Proponent, specific sections of its Technical Proposal shall be incorporated into the DB Agreement accordingly.

4.3.4 Delivery

Price Proposals shall be delivered to the Closing Location on or before the Price Proposal Closing Time. The calendar and clock at the Closing Location, whether accurate or not, will govern the delivery of Price Proposals. At the sole discretion of the Department, a late Price Proposal may not be eligible for consideration and may lead to the disqualification of the Proponent's Proposal.

The Price Proposal shall be delivered in a package labelled with the Proponent's name, the RFP title, Department Representative and Closing Location as provided for in Section 4.3.4.1 (Closing Location & Closing Time).

4.3.4.1 Closing Location & Closing Time

Price Proposals shall be received at the Closing Location on or before the Closing Time as follows:

Closing Location: Alberta Transportation
Tender Admission
Tender Deposit Counter
1st Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

Closing Time: February 3, 2009, 4:00 p.m. local (Edmonton) time

Package(s) containing the Price Proposal shall be clearly labelled with the RFP title and the name of the Department Representative as follows:

Attention: Neill McQuay, P.Eng.
Executive Director, Major Capital Projects
Alberta Transportation
Tender Admission
Tender Deposit Counter
1st Floor Twin Atria Building

4.4 Proposal Evaluations

4.4.1 Evaluation Purpose and Approach

The purpose of the Proposal evaluation is to assess the Proponent's strengths and experience in delivering and managing projects comparable to this Project. Proposals shall be reviewed and evaluated, applying the criteria set out in this RFP, with the goal of identifying the Preferred Proponent that the Department considers, in its sole discretion, to have submitted a compliant Proposal together with the lowest Contract Price.

Evaluation of Proposals shall be conducted by evaluators comprised of employees and representatives of the Department, of government agencies, and of private sector firms and advisors.

In administering this RFP, including in carrying out the Proposal evaluations and related activities, the Department may, in confidence, obtain and rely upon any technical, managerial, and other input and direction, from any person including, without limitation, employees and representatives of the Department, of government agencies, and of private sector firms, to aid in discharging these functions. The Department may, in its sole discretion, be assisted by, rely upon, consult with, and obtain technical, financial, legal and other expert and managerial input, advice, direction and assistance from any person, including employees and officials of the Department or of government agencies, and private sector advisors and consultants, in relation to any or all aspects of a Proposal, including evaluation of the Proposals.

The Department may have regard to information received from any source that the Department considers reliable including, without limitation:

- information and opinions supplied by employees and officials of the Department or of government agencies, and private sector advisors and consultants; and
- banking and reference checks (to which the Proponents, their Team Members and Key Individuals shall be deemed to have consented, pursuant to Section 5.12 (Confidentiality of Proposals & Collection of Personal Information)).

Reference checks may be conducted with some or all of the references cited in a Proposal. If, in the Department's sole discretion, specific experience or information referred to or otherwise described in any Proposal cannot be reasonably verified through reference checks, or if information provided by a cited reference is unsatisfactory, the Department may, in its sole discretion, exclude the cited experience or information from further consideration in connection with the Proposal.

The Department may, in its sole discretion, contact any sources other than cited references that the Department deems appropriate, in connection with any experience or information referred to or otherwise described in any Proposal, including in any information or documentation submitted by a Proponent in the Proposal to a request for clarification or a request for additional information from the Department.

The Department may rely on and consider any information obtained from any reference or source in connection with any Proposal, including by applying any such information in evaluating any Proposal. If requested by the Department to provide clarification or additional information in relation to a Proposal, a Proponent shall provide such clarification or additional information within the time specified by the Department.

4.4.2 Clarification & Rectification

If the Department, in its sole discretion, considers any part of a Proposal to be incomplete, unclear, ambiguous as to meaning or intent, or to not substantially comply with any requirement of this RFP, the Department may, in its sole discretion, require the Proponent to clarify or rectify its Proposal or submit additional information, within a specified time, so as to make the Proposal complete, clear, unambiguous and compliant with the RFP requirements.

Unless otherwise specified in such written request, any Proponent invited or requested to clarify or rectify its Proposal or submit additional information shall deliver to the Department Representative, via email or hard copy, in accordance with the written request, the requested clarifications, rectifications, information or documentation, as the case may be, within the specified number of days provided in the written request from the Department.

Any such requested clarifications, rectifications, information or documentation shall be read as though it formed a part of the Proposal at the Closing Time. Any previously submitted text, tables or drawings, that, in the Department's sole opinion, conflict with the rectifications, clarifications, or additional information and documentation may, at the sole discretion of the Department, be disregarded by the Department in the course of the evaluation.

A Proponent may not submit any clarifications, rectifications, information or documentation, in respect of the Technical Proposal, after the Technical Proposal Closing Time or in respect of the Price Proposal after the Price Proposal Closing Time, except to, and at the express request of, the Department.

Failure to deliver the appropriate clarifications, rectifications, additional information or documentation in a timely manner may, at the sole discretion of the Department, result in the Proposal receiving a fail mark in the evaluation and being rejected without further notice.

The Department may, in its sole discretion, apply or refuse to apply such additional information, verification and documentation in whole or in part during:

- any part of the review and evaluation of any Proposal;
- any consideration as to whether or not the Proponent has submitted documentation that may constitute a Proposal in response to the RFP; and
- any consideration as to whether or not the Proponent has the resources and capacity (financial or otherwise) to undertake and deliver the Project.

4.4.3 Presentation

At any time or times during the review and evaluation of the Technical Proposals, as part of the Proposal evaluation process, the Department may, at its sole discretion, call on any Proponent, including specific Key Individuals, to participate in an "in person" or telephone conference call presentation, including a question and answer session, on any aspect of the Proponent's Technical Proposal. The Department has no obligation whatsoever to call on all the Proponents to make such a presentation nor does it have the obligation to provide any or all the Proponents with the same questions.

Pursuant to Section 1.6.6 (Addenda) and Section 5.4 (Department-Supplied Information), no information provided or statement made in any meeting or interview shall be binding on the Department unless it is confirmed by an Addendum or is otherwise confirmed in writing by the Department Representative.

4.4.4 Discretion

In reviewing and evaluating any aspect of a Proposal, the Department shall use specific evaluation criteria for evaluation purposes. Subject to the requirements of law, no evaluation or rankings will be released to any party for any reason.

In reviewing and evaluating any aspect of a Proposal, the Department may, at its sole discretion, request that the Proponent clarify or rectify any obscurity, omission, condition, qualifier, alteration, defect or non-compliance, including by provision of clarifications and rectifications, as well as additional, omitted and replacement information and documentation, before the Department shall further consider the Proposal.

A Proponent which submits a Technical Proposal that is materially incomplete or is determined by the Department to be unacceptable having regard to the requirements of this RFP, even after the Department's request for clarification pursuant to Section 4.4.2 (Clarification & Rectification) will be considered to have failed.

A Proponent which submits a Technical Proposal that obtains a failing evaluation will not be permitted by the Department to submit a Price Proposal or to otherwise further participate in this procurement process.

A Proponent which submits a Technical Proposal that obtains a passing evaluation will be permitted by the Department to submit a Price Proposal, subject to the Department's right to obtain additional clarifications.

Without limiting any other term of this RFP, the Department may, in its sole discretion, waive, accept and evaluate, continue to evaluate, decline to evaluate or reject without further consideration, incomplete Proposals, or Proposals that do not satisfy any or all requirements of this RFP, including Proposals in any format or sequence other than the format and sequence described in this RFP.

The Department shall not be bound by industry custom or practice in the exercise of its discretion.

4.5 Evaluation Sequence

4.5.1 Initial Evaluation of Technical Proposal

Step 1 of the Department's evaluation is the initial evaluation of the Technical Proposal. Each Technical Proposal determined by the Department, at its sole discretion, to be received from a Proponent at the Closing Location on or before Technical Proposal Closing Time shall be opened and examined to determine whether or not it is complete in accordance with the requirements in Section 4.2.3.2 (Technical Submission Requirements).

Any Technical Proposal that, in the sole opinion of the Department, is not complete in accordance with the requirements in Section 4.2.3.2 (Technical Submission Requirements) may, at the sole discretion of the Department, result in the Department excluding the Proponent and its Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal).

4.5.2 Administrative Package Evaluation

Step 2 of the Department's evaluation is the Administrative Package evaluation. Administrative Packages shall be reviewed and evaluated on an "acceptable / unacceptable" basis in accordance with the terms of this RFP including, without limitation, Section 4.2 (Technical Proposal Requirements) and Section 4.2.3.1 (Administrative Package Requirements), to determine whether, in the sole opinion of the

Department, it is materially consistent with and substantially addresses the form, content and purpose requirements of the Administrative Package as described in this RFP.

Any Administrative Package that receives an unacceptable designation may, at the sole discretion of the Department, result in the Department excluding the Proponent and its Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal).

4.5.3 Technical Submission Evaluation

Step 3 of the Department's evaluation is the Technical Submission Evaluation. Each Technical Submission shall be evaluated on a "pass / fail" basis, in accordance with the terms of this RFP including, without limitation, Section 4.2 (Technical Proposal Requirements), Section 4.2.3.2 (Technical Submission Requirements) and Appendix 1 (Technical Submission Requirements), to determine whether, in the sole opinion of the Department, it is materially consistent with and substantially addresses the form, content, and purpose requirements of a Technical Submission as described in this RFP.

Any Technical Submission that, in the sole opinion of the Department, fails this evaluation may, at the sole discretion of the Department, lead the Department to:

- a) exclude the Proponent and its Technical Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal); or
- b) not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal).

4.5.4 Invitation to Submit Price Proposal

Step 4 of the Department's evaluation is the invitation to submit a Price Proposal. The Department shall, subject to the terms of this RFP, deliver to each Proponent which has:

- a) submitted a Technical Proposal that has:
 1. received an "acceptable" designation in respect of the Administrative Package;
 2. received a "pass" designation in respect of the Technical Submission, and
- b) not been excluded from receiving an invitation pursuant to this Section 4.5.4 (Invitation to Submit Price Proposal),

a written invitation to submit a Price Proposal to the Closing Location on or before the date and time specified as the Price Proposal Closing Time pursuant to Section 4.3.4.1 (Closing Location and Closing Time).

4.5.5 Initial Evaluation of Price Proposal

Step 5 of the Department's evaluation is the initial evaluation of the Price Proposal. The Department shall consider only Price Proposals, determined by the Department, at its sole discretion, to be received from an invited Proponent at the Closing Location on or before Price Proposal Closing Time pursuant to Section 4.3.4.1 (Closing Location and Closing Time).

Price Envelopes shall not be opened by the Department until after the Department's review and

evaluation of the Transmittal Packages.

4.5.6 Transmittal Package Evaluation

Step 6 of the Department’s evaluation is the Transmittal Package evaluation. Transmittal Packages shall be reviewed and evaluated on an “acceptable / unacceptable” basis in accordance with the terms of this RFP including, without limitation, Section 4.3 (Price Proposal Requirements) and Section 4.4 (Proposal Evaluations), to determine whether, in the sole opinion of the Department, it is materially consistent with and substantially addresses the form, content and purpose requirements of the Transmittal Package as described in this RFP.

Any Transmittal Package that receives an unacceptable designation may, at the sole discretion of the Department, result in the Department excluding the Proponent and its Price Envelope from further or any evaluation under this RFP.

4.5.7 Price Envelope Evaluation

Step 7 of the Department’s evaluation is the Price Envelope evaluation. Price Envelopes corresponding to Transmittal Packages having received an “acceptable” designation, shall be opened at the location and on the time and date so specified in Section 4.3.4.1 (Closing Location and Closing Time).

Price Envelopes that, at the sole discretion of the Department, comply with the terms of this RFP, including Section 4.3 (Price Proposal Requirements), shall be evaluated on the basis of which compliant Proposal presents the lowest Contract Price for the design and construction of the Project.

4.6 Non-Conforming Proposal

If a Proponent’s Proposal is not strictly in accordance with any provision of this RFP (“Non-Conformance”), the Department may, in its sole discretion:

- if in the Department’s opinion, the Non-Conformance is immaterial, waive the Non-Conformance;
- if the Non-Conformance is an omission, the Department may give the Proponent up to five (5) Business Days to supply the omitted material; or
- if in the Department’s opinion, the Non-Conformance is material, reject the Proposal as non-compliant.

4.7 Proposal Selection

From among the Proposals that are compliant, the Preferred Proponent, if selected, will be the Proponent which submits the lowest Contract Price for the design and construction of the Project.

4.8 Notification and Debriefing

Following completion of the Proposal evaluation process, the Department shall notify each Proponent regarding whether or not it has been selected as the Preferred Proponent. Pursuant to Section 1.6.11 (Form of Acceptance), and subject to Section 5.7.3 (Cancellation of Process), the Department will deliver to the Preferred Proponent a written notice in the form of a letter and expressly identified as the Award Letter, stating that such Proponent has been selected as the Preferred Proponent and has been awarded the contract to design and build the Project.

Thereafter, the Department shall, upon request of a Proponent, conduct a debriefing session with such Proponent. During such debriefing, the evaluation, scoring, ranking and content of any Proposals shall not be disclosed. Only the strengths and weaknesses of the Proponent's Proposal relative to the evaluation criteria shall be disclosed and discussed.

4.9 Honorarium

The Department shall, subject to the terms of this RFP, pay a Six Hundred Thousand Dollars (\$600,000.00) honorarium to each Proponent that, in the sole opinion of the Department, meets all of the following conditions of payment:

- a) submits a Technical Proposal that, at the sole discretion of the Department, substantially complies with this RFP;
- b) is invited to by the Department and does submit a Price Proposal that, at the sole discretion of the Department, substantially complies with this RFP;
- c) is not selected as the Preferred Proponent;
- d) transfers or causes to be transferred to the Department all ownership rights, including intellectual and property rights in the Proposal and in all other material submitted by or on behalf of the Proponent, and waives or causes to be waived all moral rights in the Proposal or any part of the Proposal and in all other material submitted by or on behalf of the Proponent, and to the extent that such a transfer or waiver cannot as a matter of law be obtained or transferred, the Proponent delivers or causes to be delivered to the Department an exclusive, perpetual, worldwide, royalty-free, irrevocable licence (with rights to sublicense), in a form and substance acceptable to the Department; and
- e) does not withdraw its Proposal from the RFP.

The Department represents and warrants that it is not, and will not become, obligated to pay the goods and services tax ("GST") under Part IX of the *Excise Tax Act* (Canada), and that its GST exempt number is R124072513. No amount payable by the Department under this RFP or the DB Agreement is subject to GST.

Section 5

General Matters

5.0 General Matters

5.1 Department Representative

All correspondence and contact with the Department in relation to this RFP shall be made directly and exclusively in writing with the following individual who has been designated by the Department for the Project (the “Department Representative”):

Neill McQuay, P.Eng.
Executive Director, Major Capital Projects
Alberta Transportation
2nd Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3
Email: neill.mcquay@gov.ab.ca
Phone: (780) 415 1076
Fax: (780) 440 8719

The Department Representative is the only authorized source of information with regard to this RFP. Any requests for clarification, enquiries or communications relating to this RFP shall be submitted in a letter sent as an e-mail attachment in Adobe Acrobat PDF format to the Department Representative no later than ten (10) Business Days prior to the corresponding submission deadline of the Technical Proposal and the Price Proposal respectively, as provided for in Section 1.6.5 (Request for Clarification). Information obtained from any other source is not official and shall not be relied on or otherwise used in any way for any purpose whatsoever. Communication shall take place with the Department Representative only. Only written communications from the Department Representative shall be binding on the Department. The Proponents shall not contact or communicate, directly or indirectly, with any employees, representatives or agents of the Department with respect to the Project.

5.2 Contact Organization & Contact Individual

Subject to the balance of this Section 5.2 (Contact Organization and Contact Individual), a Proponent shall maintain the same Contact Organization and Contact Individual for its Proposal to the RFP as it did for its Response to the RFQ. The Contact Organization shall be the contact for all communications with the Department regarding this RFP. The Contact Individual shall be responsible for all such communications on behalf of that organization.

The Contact Individual shall have full legal authority and capacity to represent and bind the Contact Organization in any and all matters related to this RFP and the Proponent’s Proposal. The following information shall be provided for the Contact Individual:

- name;
- company name;
- title;
- address;
- phone number;
- fax number; and
- e-mail address.

The Department shall be entitled to rely on any communication from the Contact Individual as having been duly authorized by the Contact Organization and as being duly given on behalf of the Proponent and its Team Members.

A Proponent that wishes to change the name or structure of its Contact Organization may only do so by providing written notice from the former Contact Organization to the Department Representative. Additionally, a Contact Organization that wishes to substitute its Contact Individual may only do so by providing written notice to the Department signed by the former Contact Individual or a responsible officer of the Contact Organization whose authority to do so is substantiated to the satisfaction of the Department.

It is recognized that a Proponent may wish to change the roles of Team Members or Key Individuals, replace, remove or change Team Members or Key Individuals, or change entities from “under consideration” to confirmed Team Members. If any such change is sought, the Proponent shall forthwith inform the Department Representative of the proposed change and submit the applicable RFQ information, if it has not already been submitted. The Department will re-evaluate the change in accordance with the RFQ criteria and determine if the change is acceptable. The Department reserves the right to either accept or reject the requested change and the right to change the short-listed status of the Proponent accordingly. A Proponent’s breach of this provision may result in the disqualification of the Proponent from the RFP process.

5.3 Complete RFP

It is a Proponent’s sole responsibility to ensure that it has verified receipt of a complete RFP, including any and all Addenda. Each and every Proposal shall be considered to have been made on the basis of the complete RFP, including any and all Addenda. By delivery of its Proposal, the Proponent is deemed to have received, accepted and understood the complete RFP, including any and all Addenda.

5.4 Department–Supplied Information

Without limiting any other disclaimers contained in this RFP or in the Electronic Data Room, and except only to the extent expressly set out in Section 5.4.3 (Reference Documents), any information, statements, representations, data or conclusions, that have been set out in or made available through or in connection with this RFP including, without limitation, those set out in response to a Proponent’s request for clarification, or those posted in the Electronic Data Room, are not stated, guaranteed, represented or warranted to be accurate, complete, relevant, suitable, comprehensive or reliable by the Department, in whole or in part, and shall not be considered or treated as such by a Proponent, or by any person whatsoever.

By delivery of a Proposal, each Proponent represents, warrants and irrevocably agrees that, and except only to the extent expressly set out in Section 5.4.3 (Reference Documents), the Proponent has not relied upon the accuracy, completeness, relevance, or suitability of any information, statement, representation, data or conclusions, that have been set out in or made available through or in connection with this RFP including, without limitation, those set out in response to a Proponent’s request for clarification, or posted in the Electronic Data Room, and that the Proposal was prepared and submitted solely on the basis of information independently obtained and verified by the Proponent and the Proponent’s independent investigations, examinations, knowledge, analysis, interpretation, information and judgment.

5.4.1 Pre-Submission Meetings

In reference to the meetings between the Department and the Proponents including, without limitation, those referred to in Section 1.6.1 (RFP Information Meeting), Section 1.6.2 (DB Agreement Comments & Meetings), Section 1.6.4 (Engineering Meetings) and Section 4.4.3 (Presentation), and without limiting this Section 5.4, information, statements, representations, data or conclusions, oral or written, which have been disclosed or made available at any meeting, do not form a part of this RFP unless expressly incorporated into this RFP by way of Addenda, and are not stated, represented or warranted to be accurate, complete, relevant or reliable by the Department and shall not be considered or treated as such, or relied upon in any way whatsoever by the Proponent or by any person whatsoever.

5.4.2 Electronic Data Room

The Department has established an Electronic Data Room website containing Project-related information, including Reference Documents, relating to the Project.

The Department may, at its sole discretion and from time to time, modify, supplement, replace or update the Project-related information, including Reference Documents, in the Electronic Data Room. It is the sole responsibility of the Proponents to continually and on an ongoing-basis, monitor the Electronic Data Room for any such modifications, supplements, replacements or updates.

The Department shall notify the Proponents of posted updates or additions to the information in the Electronic Data Room as they become available.

The Electronic Data Room shall have the following Reference Documents and Project-related information:

- draft First Stage Plan Drawings;
- Geotechnical Reports, EBA Engineering (1986, 1990 and 1997);
- Alberta Infrastructure's TUC Program Policy
- The Anthony Henday Drive and Stony Plain Road / 100 Avenue Interchange Geotechnical Investigation Draft Report prepared by Thurber Engineering Ltd. dated August 1, 2008;
- As-built Drawings, The City of Edmonton;
- Traffic model (Section 2.5);
- Utility Agreements (Section 2.9.1);
- General information on utilities, utility standards and specifications which are supplied by utility companies; and
- Sample table for a Proponent's comments to draft DB Agreement.

The Department also maintains the following website that includes all of the Department's Guidelines, Standards and Specifications as well as current news and information:

- www.transportation.alberta.ca

5.4.3 Reference Documents

While the factual data expressly set out in Reference Documents is accurate, the Department, in no way whatsoever, represents, warrants or guarantees that such data is relevant, complete or suitable, or otherwise representative or indicative of anticipated or actual conditions. Neither does the Department assume responsibility nor liability for the sufficiency, interpretation or analysis of such data or opinions arrived at, in whole or in part, on the basis of such data. Each Proponent remains solely responsible to

independently investigate and satisfy itself of every condition affecting the Project and to ensure that the Proposal is prepared and submitted solely on the basis of information independently obtained and verified by the Proponent and the Proponent's independent investigations, examinations, knowledge, analysis, experience, interpretation, information and judgment. The Department assumes neither responsibility nor liability for any interpretation, analysis or opinion contained in any Reference Document.

5.5 No Warranty for Information

While the information in the RFP and any other related information have been prepared in good faith, the Department does not represent such information to be accurate, comprehensive or to have been independently verified. Neither the Department nor any of its elected officials, officers, employees, agents nor advisors accept any liability or responsibility for the adequacy, accuracy or completeness of, or make any representation or warranty, express or implied, with respect to, the information contained in this RFP or otherwise made available to the Proponents. Any liability therefore is hereby expressly disclaimed.

Each Proponent shall be solely responsible for examining 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 Proposal.

Each Proponent shall be deemed to have satisfied itself as to the nature and extent of the risks it shall be assuming.

Each Proponent shall be deemed to have gathered all information necessary to perform its obligations under this RFP and any other obligations assumed or arising thereafter.

In connection with the foregoing, each Proponent shall review all of the RFP and shall promptly report or request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein. Any such report or request shall be submitted to the Department Representative immediately.

A Proponent shall not be entitled to claim against the Department or its elected officials, officers, employees, agents or advisors on the grounds that any information, whether obtained from the Department or otherwise (including information obtained from other departments of the Province 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. Each Proponent shall be responsible for conducting its own due diligence on data and information upon which its Proposal is based.

5.6 Independent Investigation

Nothing in this RFP, or in any Addenda, or in any background or reference information or documentation or otherwise, shall relieve any Proponent from undertaking its own investigations and examinations and developing its own analysis, interpretations, opinions and conclusions with respect to the matters set out in this RFP and in the preparation and delivery of its Proposal.

By delivery of a Proposal, each Proponent represents, warrants and irrevocably agrees that:

- a) the Proponent has had sufficient time, opportunity and resources to investigate and has investigated and satisfied itself as to every condition and risk relating to, affecting, or that may affect the Project including, without limitation, the Project-site conditions and the labour, equipment, material and other resources that may be necessary to perform the Project and the DB Agreement, and each of them;

- b) the Proposal is based on information independently obtained and verified by the Proponent and the Proponent's own independent examinations, investigations, experience, interpretation, knowledge, information, analysis and judgment, and not upon any data, statement, representation or information provided by or on behalf of the Department; and
- c) the Proponent is willing to assume and does assume all risks and obligations regarding conditions relating to, affecting, or that may affect the Project and the performance of the DB Agreement, and each of them including, without limitation, the Project-site conditions, whether or not any such conditions are revealed by any information available to, or investigations undertaken by, the Proponent, and the labour, equipment, material and other resources to be provided to perform the Project and the DB Agreement, and each of them.

5.7 Amendments to or Cancellation of Process

5.7.1 Amendment of Process

Pursuant to Section 1.6.6 (Addenda), the Department may, at any time before the Price Proposal Closing Date, by an Addendum issued to the Proponents, amend any aspect of this RFP. Each such Addendum shall be issued by the Department in writing and shall be expressly identified as an Addendum to this RFP.

5.7.2 Rejection of Proposal

Subject to Section 4.4.4 (Discretion) and Section 4.6 (Non-Conforming Proposal), the Department may, in its sole discretion, reject any Proposal that does not meet any or all of the requirements set out in this RFP. If any Proposal contains a defect or irregularity, such that it fails in some way to comply with any requirement of this RFP, which defect or irregularity, in the sole opinion of the Department, can be remedied without providing an unfair advantage to one or more Proponents, then the Department may request for clarification from the Proponent pursuant to Section 4.4.2 (Clarification & Rectification), Section 4.4.4 (Discretion) and Section 4.6 (Non-Conforming Proposal). Failure by a Proponent to provide, within the time specified in the request for clarification, a written response that properly clarifies its Proposal and rectifies such defect or irregularity, may result in the rejection of the Proposal and the Proponent's disqualification from the RFP process.

5.7.3 Cancellation of Process

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

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

5.7.4 Non-recourse

The Proponent and its Team Members, by submitting any part or all of a Proposal including, without limitation, an Optional Innovation Submission, agrees that it shall not claim damages, for whatever reason, in respect of the RFP process, other than the Honorarium provided for in Section 4.9 (Honorarium). No course of action or inaction by the Department that is permitted by this Section 5.7.4 shall create any obligation or liability to any Proponent or any other person or create a right of recourse against or entitlement to compensation from the Department, other than the Honorarium provided for in Section 4.9 (Honorarium).

5.8 Limitation of Damages

Each Proponent, by submitting a Proposal, irrevocably agrees that:

- a) if the Department cancels this RFP, does not extend any invitations pursuant to Section 4.5.4 (Invitation to Submit Price Proposal), or rejects all Proposals, the Proponent shall not claim, and neither the Department, its agents, representatives, employees nor its advisors, including the Fairness Auditor, shall be liable to the Proponent or any person whatsoever, for any claims of any nature (including in contract, in tort, or otherwise), for any costs, expenses, compensation, damages or anything whatsoever including, without limitation, costs of preparation of the Proposal, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal or any other Proposal, this RFP, any subsequent processes, the DB Agreement or any matter whatsoever;
- b) if the Department does not cancel this RFP or does not reject all Proposals,
 - i) the Proponent shall not claim, in contract, in tort, or otherwise, for any costs, expenses, compensation, damages, or anything whatsoever, in excess of the amount of the Honorarium provided in Section 4.9 (Honorarium), if the Proponent is not entitled to receive the Honorarium, and such payment shall be in full and final settlement of any such claim. The Proponent further agrees that if the Proponent is entitled to receive the Honorarium, subject to Section 4.9 (Honorarium), then the payment of the Honorarium shall be in full and final settlement of any such claim, subject to Section 4.9 (Honorarium) thereof; and
 - ii) neither the Department, its agents, representatives, nor employees, shall be liable to the Proponent, in contract, in tort, or otherwise, for any costs, expenses, compensation, damages or anything whatsoever, in excess of the amount of the Honorarium provided in Section 4.9 (Honorarium), if the Proponent is not entitled to receive the Honorarium, and such payment shall be in full and final settlement of any such claim. The Proponent further agrees that if the Proponent is entitled to receive the Honorarium, subject to Section 4.9 (Honorarium), then the payment of the Honorarium shall be in full and final settlement of any such claim, subject to Section 4.9 (Honorarium) thereof.

5.9 Changes to Proponent's Team Structure

The resources, experience, knowledge, skills and abilities of the persons including, without limitation, the firms and individuals named in the Proponent's Response to the RFQ were material to the Department's decision to shortlist the Proponent for the RFP.

If a Proponent wishes to make changes to the Proponent or any one or more of its Key Individuals or Team Members, then the Proponent shall deliver notice of the proposed change to the Department Representative pursuant to Section 5.1 (Department Representative) and Section 5.2 (Contact

Organization & Contact Individual).

Such notice shall clearly describe and set out the reason for the proposed change and include information and documentation in respect of each proposed change of any Key Individual, of any Team Member, of the Proponent, or of any person whether or not previously named in the Proponent's Response to the RFQ, as the case may be, such information and documentation to be submitted in the same format and to the same level of detail as was required for the particular position, including that of a Key Individual or of a Team Member, in the RFQ.

The Proponent shall provide sufficient information and documentation, including such further information and documentation as the Department may request, as to suitability, experience, qualifications and abilities considered separately and as part of the Proponent team as a whole, to satisfy the Department that the knowledge, skills, and abilities of each proposed changed Key Individual, Team Member or person, considered separately and as part of the Proponent team as a whole, is in the sole opinion of the Department, equal or superior to the resources, knowledge, skills, and ability of the original Key Individual, Team Member or other position, considered separately and as part of the Proponent team as a whole, and is otherwise suitable for the intended position.

By submitting a Proposal, the Proponent represents and warrants to the Department that the Proponent has complied with the applicable laws and regulations, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Department as part of the Proposal for the purposes of this RFP and any further processes in connection with the Project.

The Department may, but in no event shall be obligated to, consent to a proposed change if the proposed change is acceptable to the Department, at the sole discretion of the Department. Any such consent may be subject to such terms and conditions as the Department may require.

If the proposed change is not acceptable including, without limitation, if the Department is not satisfied as to the suitability, experience, qualifications or abilities of the proposed changed Key Individual, Team Member or person, considered separately and as part of the Proponent team as a whole, then the Department may, as it considers to be in the public interest or consider otherwise appropriate, and at its sole discretion:

- a) exclude the Proponent and its Proposal from further or any evaluation under this RFP and not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal);
- b) not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal), despite its Technical Proposal having received any "acceptable" or "pass" designation under this RFP; or
- c) disqualify a Proposal.

5.10 Conflict of Interest & Restricted Parties

If the current or past corporate or other interests or relationships of any person, including the Proponent, named in the Proposal gives rise to an actual, potential or perceived conflict of interest or unfair advantage, the Department may, at its sole discretion,

- a) exclude the Proponent and its Proposal from further or any evaluation under this RFP and not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal);

- b) not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal), despite its Technical Proposal having received any “acceptable” or “pass” designation under this RFP; or
- c) disqualify any Proposal.

Each Proponent is responsible to ensure that it avoids any actual, potential or perceived conflict of interest or unfair advantage. Pursuant thereto, each Proponent:

- a) shall disclose in its Proposal, and on an ongoing basis thereafter, any relationships in which actual or potential conflicts of interest may exist or may reasonably exist in the future with respect to the Project or the Department; and
- b) is encouraged to bring any actual or potential conflicts of interest and, including existing or proposed relationships, to the attention of the Department prior to the submission of its Proposal for the Department’s consideration.

5.10.1 Restricted Parties

Restricted Parties or their respective directors, officers, partners or employees are not eligible:

- a) to advise any Proponent in regards to this RFP; or
- b) to participate in any way as a Proponent, as a member of a Proponent, including as a Team Member or as a Key Individual, or as an employee, advisor, consultant to any Proponent, or any member of a Proponent, including a Team Member or a Key Individual.

If the Proponent or any of its members, including any Team Member or Key Individual, uses, consults with or obtains advice from any Restricted Party or any director, officer, partner or employee of a Restricted Party, or if the Proponent includes a Restricted Party or any director, officer, partner or employee of a Restricted Party in the Proponent’s Proposal, then the Department may, at its sole discretion:

- a) exclude the Proponent and its Proposal from further or any evaluation under this RFP and not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal);
- b) not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal), despite its Technical Proposal having received any “acceptable” or “pass” designation under this RFP; or
- c) disqualify any Proposal.

Each Proponent is responsible to ensure that neither it nor its Team Members include a Restricted Party or any director, officer, partner or employee of a Restricted Party in its Proposal, or use, consult or seek advice from any Restricted Party or any director, officer, partner or employee of any Restricted Party.

5.10.2 Who Are Restricted Parties

Restricted Parties include the persons listed as such in this Section 5.10.2 (including their former and current employees) and are persons who have participated or have had involvement or are participating or have been involved in the planning or implementation of the Project or this RFP, and whose participation as a Proponent or as a member, employee, advisor of or consultant to a Proponent, would give rise to an

actual, potential or perceived conflict of interest, or to an unfair advantage or to confidential information being provided to a Proponent that is not, or would not reasonably be expected to be, available to other Proponents. Government employees (current or former) who have been involved in the planning or implementation of the Project or this RFP may also be Restricted Parties.

The following persons and entities have been identified as Restricted Parties:

- any consultant retained by the Department in relation to the Project including, without limitation, consultants providing engineering, process, finance or financial capacity advice, namely;
 - UMA Engineering Ltd.;
 - Leonard Dunn, P. Eng.;
 - Thurber Engineering Ltd.;
 - Woodhead Consultants Inc.;
 - Millennium EMS Solutions Ltd.;
 - Altamira Archaeological & Historical Resources Consulting;
 - DMJM Harris;
 - Earth Tech AECOM; and
 - Deloitte & Touche LLP;
- the Fairness Auditor for the Project, Mr. Gary Campbell Q.C. of GGC Consultants Inc.; and
- any member of the Legislative Assembly of Alberta or any associated person (as set out in the *Conflicts of Interest Act* (Alberta)).

The above noted list is not exhaustive. Additional persons may from time to time be identified as Restricted Parties, including by being added to the above-noted list.

If a Proponent considers that a particular relationship or association does not create a conflict of interest or will not create a perception of conflict of interest, but is concerned that the Department may arrive at a different conclusion, then the Proponent shall fully disclose the circumstances to the Department at the earliest possible date by requesting the Department to provide its advance interpretation as to whether or not the subject relationship or association will likely create a conflict of interest or a perception of conflict of interest.

Failure to comply with this provision may result in the disqualification of the Proponent from the RFP process.

5.10.3 Department May Waive

The Department may, in its sole discretion, waive any and all actual, potential, or perceived conflicts, the impacts of any relationships, or the ineligibility of a Restricted Party on such terms and conditions as the Department, in its sole discretion, including without limitation, for the purpose of the public interest, considers to be required to satisfy itself that any actual or potential conflict or the impact of any existing relationship has been appropriately managed, mitigated and minimized; or considers otherwise appropriate, including requiring that the Proponent or person:

- a) implement measures or take other steps to manage or mitigate the impact of any actual, potential or perceived conflict of interest or unfair advantage;

- b) ensure that any and all Confidential Information is kept confidential and not disclosed or used except as expressly permitted in writing by the Department; or
- c) make changes to the composition of the Proponent team, including by way of substitution of any person.

Neither the Department, its agents, employees, advisors nor representatives, will be liable to any Proponent or any person whatsoever including, without limitation, any Team Member or Key Individual, for any claims of any nature (including in contract, in tort, or otherwise), for any costs, expenses, compensation, or damages or anything whatsoever including, without limitation, costs of preparation of the Proposal, loss of anticipated profit, opportunity or revenue arising in connection with any use or reliance on the list of Restricted Parties, waiver with or without conditions, identification of any person as a Restricted Party or failure to identify any person as a Restricted Party, exclusion of a Proponent or a Proposal from further or any evaluation under this RFP, any determination to not extend an invitation to submit a Price Proposal or the disqualification of any Proposal.

5.11 Ownership of Documents & Intellectual Property

5.11.1 Documents

All documents submitted by the Proponents shall become the property of the Department upon their being presented, submitted or forwarded to the Department. Should any documents be submitted electronically, notwithstanding the prohibition on the same contained elsewhere in this RFP, then their content and the media in which they are contained shall also become the property of the Department upon their being presented, submitted or forwarded to the Department.

5.11.2 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose of the submission of the Proposals, the Department may use the concepts, ideas, suggestions and directions contained within the documents, drawings, plans, written descriptions and other materials contained in any Proposal and in any communication surrounding any of the Proposals provided by any Proponent or its agents, for any purpose whatsoever including, without limitation, use of portions of any Proposal or of ideas, information, enhancements and designs contained therein in other Department projects and in the development and negotiation of future infrastructure projects. The confidentiality obligations set out at Section 5.12 (Confidentiality of Proposals & Collection of Personal Information) which apply to the Department's use of information herein shall not interfere with the Department's rights to use any and all concepts, ideas, suggestions and directions as herein described.

5.11.3 Assignment of Copyrights

Each Proponent and its Lead Team Members and Project Lead (if not otherwise a Lead Team Member) shall, via Forms A and B in Appendix 2 (Required Forms), state as follows:

“By submitting the Proposal or otherwise communicating to the Department matters relating to the RFP, and for good and valuable consideration receipt of which is acknowledged, this Proponent transfers and assigns unto the Department any and all Copyrights. This Proponent ensures the Department that it has become the owner of Copyrights as they have arisen from time to time and accordingly it has become qualified to make this Copyright assignment(s) in favour of the Department. This Proponent has also ensured that the first owners of Copyrights have waived their copyright moral rights in written documents. Copies of assignments of copyrights from first

authors and waivers shall be provided to the Department at no cost and the originals shall be available for inspection by the Department and its agents on reasonable terms. The Proponent agrees to assist the Department in understanding, documenting and in applying for registration for copyright(s) for any works; including executing such documentation as is reasonable and proper and within a reasonable time thereafter.”

5.11.4 Assignment of New Technology

Each Proponent and its Lead Team Members and Project Lead (if not otherwise a Lead Team Member) shall, via Forms A and B in Appendix 2 (Required Forms), state as follows :

“Unless otherwise agreed to in writing, all New Technology shall be owned by the Department. For good and valuable consideration, receipt of which is acknowledged, all New Technology is hereby transferred to the Department. For greater certainty the rights of the Department hereunder include, but are not limited to, providing the Department with the right to design, construct, operate and maintain the New Infrastructure using New Technology without obtaining the further consent of the Proponent. The Proponent agrees to assist the Department in understanding, documenting, and in applying for registration for patent(s) for any New Technology; including executing such documentation as is reasonable and proper and within a reasonable time thereafter.”

5.11.5 Royalty-Free License Back

The Department shall agree to, upon request, provide a royalty-free, perpetual license back to the Proponent, which has created the Copyrights and New Technology, for its unfettered use in incorporating the same into future or other projects and in licensing the same to its clients as required in other projects. This license does not carry any obligations on the part of the Department whatsoever and does not require it to register or enforce registered rights in regard to the Copyrights and New Technology.

5.11.6 Indemnity for Infringement

Each Proponent agrees, by submitting a Proposal, that it indemnifies the Department and its related parties including, without limitation, its elected officials, officers, employees and agents and agrees to hold them harmless against all claims, suits, proceedings, demands and actions arising out of or in any way connected with copyright, patent or other intellectual property infringement rights asserted by others against the Department, including for all damages, judgments, costs, fees or expenses (including legal fees on a solicitor and his own client basis) as a result of the Department owning, using or benefiting from the use of the Proposal or from designing and building the Project that is contained in the Proposal.

5.12 Confidentiality of Proposals & Collection of Personal Information

Except as otherwise expressly indicated by Proponents, submissions in response to this RFP will be considered to have been submitted in confidence and, subject to Section 5.11 (Ownership of Documents & Intellectual Property) and subject to Section 19.6 (Public Disclosure of Agreement) of the DB Agreement, will not be disclosed by the Department or its consultants except as required by the *Freedom of Information and Protection of Privacy Act* (Alberta) (“FOIP”) or any other law.

The Proponent must advise, and must ensure Team Members advise, Key Individuals and other affected employees that all personal information (as defined in FOIP) provided to the Department in conjunction with the RFP process is being collected for the purpose of evaluating the Proponent’s Proposal, pursuant

to the *Government Organization Act (Alberta)*. The Key Individuals and other affected employees must also be given the name and contact information of the Department Representative who may answer any questions they may have regarding this collection. It is the Proponent's responsibility to obtain Key Individuals' and other affected employees' authorization to include such personal information in the Proposal and authorization for the Department to do reference checks. Proponents must, if so requested by the Department, supply evidence demonstrating that such authorizations have been properly obtained in accordance with this Section.

5.13 No Collusion

Each Proponent shall prepare its Proposal independently from the Proposals of any other Proponents. It shall ensure that neither it nor its representatives, employees, agents and advisors, discuss or communicate with any other Proponent regarding the preparation or content of its Proposal. Each Proponent shall ensure that its participation and that of its Team Members, Key Individuals and representatives in this RFP is conducted without collusion or fraud.

Neither Proponent nor any of its representatives may have any interest whatsoever in the Proposal of any other Proponent, either directly or indirectly, nor enter into any agreement that could, at the sole discretion of the Department, create such an interest.

No Proponent shall directly or indirectly disclose the content of its respective Proposal to any other Proponent or competitor, direct or indirect.

If the Department determines, at its sole discretion, either before or after the Technical Proposal Closing Time, or either before or after the Price Proposal Closing Time, as the case may be, that there has been non-compliance with the requirements of this Section, the Department may, at its sole discretion:

- a) exclude the Proponent and its Technical Proposal from further or any evaluation under this RFP and not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal);
- b) not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal), despite its Technical Proposal having received any "acceptable" or "pass" designation under this RFP; or
- c) disqualify the Proposal.

5.14 No Lobbying

Neither Proponent nor any of its Team Members, their respective representatives, employees and agents, shall engage in any form of lobbying of any employee, minister, official, representative, contractor or agent of the Department regarding this RFP. If the Department determines, at its sole discretion, either before or after the Technical Proposal Closing Time, or either before or after the Price Proposal Closing Time, as the case may be, that there has been non-compliance with the requirements of this Section, the Department, at its sole discretion, and without further notice or warning, may:

- a) exclude the Proponent and its Proposal from further or any evaluation under this RFP and not extending an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal);
- b) not extend an invitation to the Proponent to submit a Price Proposal pursuant to Section 4.5.4 (Invitation to Submit Price Proposal), despite its Technical Proposal having received any

- “acceptable” or “pass” designation under this RFP; or
- c) disqualify the Proposal.

5.15 No Publicity

Each Proponent, including its Team Members, its Key Individuals or representatives in relation to the Project, shall refrain from public comment or from carrying out any activities to publicly promote or advertise its qualifications or interest in the procurement that might reasonably be expected to influence or affect the RFP or the evaluation process, unless it has first obtained the prior written consent of the Department. The Department may, in its sole discretion, disqualify a Proponent or impose such conditions on the Proponent’s continued participation in the RFP processes as the Department may, in its sole discretion, consider to be in the public interest or consider otherwise appropriate.

The Preferred Proponent, including its Team Members, its Key Individuals or representatives in relation to the Project, shall refrain from public comment in respect of the Project after the Department has issued an Award Letter and prior to the Preferred Proponent’s execution of the DB Agreement, unless it has first obtained the prior written consent of the Department.

5.16 Fairness Auditor

The Department has retained a Fairness Auditor to oversee and report upon the Design-Build procurement process of this Project.

A Proponent may seek a fairness opinion from the Fairness Auditor on matters relating to the RFP process by sending to the Department Representative a package labelled with the Proponent’s name and with the subject line “Request for Fairness Opinion”. The package shall include a letter of request for a fairness opinion addressed to the Fairness Auditor, Mr. Gary Campbell Q.C. of GGC Consultants Inc.

The Fairness Auditor shall respond to a request for a fairness opinion on or before the fifth (5th) Business Day after receipt of the request by the Department Representative by providing to the Department Representative the requested fairness opinion. The Department intends to provide the Fairness Auditor’s fairness opinion and its corresponding request to all the Proponents. However, the Department reserves the right to provide the Fairness Auditor’s fairness opinion only to the requesting Proponent, depending on whether or not the request is confidential. The Fairness Auditor also reserves the right not to issue a fairness opinion at all.

A Proponent may submit a request for a fairness opinion, with a further request that it be treated as confidential (i.e., the fairness opinion will be directed only to the Proponent that submits the request). If the Department considers that its request for a fairness opinion is in fact confidential, the Department will direct the fairness opinion only to the Proponent that has made the request for a fairness opinion, and not to the other Proponents. The Department reserves the right, in its sole discretion, to determine whether or not a request should be treated as confidential. It anticipates that only in exceptional circumstances will it grant a Proponent’s request that its request for a fairness opinion be treated as confidential.

If the Department, in its sole discretion, considers the nature of such request as being non-confidential and its answer to that request as likely being relevant to the other Proponents, then the Department shall request the Proponent to withdraw the confidential request for a fairness opinion and re-submit it as non-confidential. Upon receipt of the non-confidential request for a fairness opinion, the Department shall thereafter post the request together with its corresponding answer in Electronic Data Room so that the request and corresponding answer may be accessed by all the Proponents accordingly. If the Proponent does not re-submit its request for a fairness opinion as a non-confidential request, then the Fairness Auditor will not issue any fairness opinion in that regard.

5.17 Dispute Resolution

Each Proponent, by submitting a Proposal, irrevocably agrees that:

- a) the Proponent shall, within fourteen (14) Business Days of any dispute arising in connection with this RFP, submit written notice to the Department Representative of such dispute; and
- b) all disputes not resolved through negotiation between the Department and the applicable Proponent within twenty one (21) Business Days of the date of the written notice to the Department Representative shall be referred to and finally resolved by binding arbitration in accordance with the *Arbitration Act* (Alberta). Such arbitration shall take place in Edmonton, Alberta and shall be governed by the laws of Alberta.

Notwithstanding any notice of dispute delivered to the Department Representative, the Department may, at its sole discretion, but in no event shall be obligated to, proceed with the matters contemplated under this RFP, without prejudice to any ongoing dispute resolution proceedings or discussions, including any negotiations or binding arbitration contemplated hereunder.

5.18 Governing Law

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

5.19 Time

Time is of the essence in all aspects of this Project including, without limitation, this RFP, the DB Agreement and all its accompanying Schedules.

5.20 Headings and Captions

The headings, captions, and formatting in this RFP are inserted for convenience only and do not form a part of this RFP and in no way define, limit, alter or enlarge the scope or meaning of any term of this RFP.

5.21 Defined Terms

The defined terms used in this RFP are defined as they are introduced in the text of the RFP and are capitalized throughout this RFP or are defined in the glossary of defined terms which is attached as Appendix 3.

5.22 Includes and Including

In this RFP, the words "including" and "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

5.23 Pronouns

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.24 References of this RFP

Numbered or lettered articles, sections and subsections of this RFP are specific references to the RFP of this Project, and to no other document, unless otherwise expressly stated.

Appendix 1

Technical Submission Requirements

Appendix 1 – Technical Submission Requirements

Each Proponent shall provide the Department with a Technical Proposal consisting of the following Technical Submissions (TS):

- TS 1 – Roadway Design Report
- TS 2 – Bridge Structures Design Report
- TS 3 – Pavement Design Report
- TS 4 – Geotechnical Grading Design Report
- TS 5 – Drainage Design Report
- TS 6 – Safety Audit Plan
- TS 7 – Construction Management Plan
- TS 8 – Traffic Management Plan
- TS 9 – Quality Management System
- TS 10 – Environmental Management System
- TS 11 – Safety Plan
- TS 12 - Public Communications Strategies
- TS 13 – Collaboration Strategy
- TS 14 - Project Schedule

TS 1 - Roadway Design Report

Provide a roadway design report that identifies the functionality and safety features included in the design and how they relate to Schedule 14 (Technical Requirements). The design report must identify and address issues highlighted in other Design Reports such as Geotechnical, Pavement, Bridge and Drainage Design Reports, or others, if applicable. The roadway design report shall also include, without limitation, the following:

TS 1.1 Design - Plans and Profiles

Provide plans that display all significant horizontal and vertical alignment geometric design data. Identify all elements on the roadway plan in terms of their functional classification and design speed. Clearly show the approximate limits of anticipated construction, including cut lines for clearing and any additional right-of-way requirements beyond that provided in the Road Right of Way. Provide justification for additional right-of-way (if any).

Clearly identify specific measures that need to be implemented to permit the construction of the New Infrastructure. Identify details of mitigation. The mitigation measures to be identified include without limitation:

- Retaining walls, stabilized slope techniques and other geotechnical features;
-

- Underground drainage facilities, other than cross-roadway culverts;
- Permanent erosion control features;
- Side slopes steeper than 3:1 slope;
- Barrier locations and types being used for protection of traffic against safety hazards;
- Measures taken to preserve sight distances; and
- Details of tie-ins with municipal and other infrastructure present and planned in the future; and
- Frost protection measures.

TS 1.2 Design Cross-Sections

For all homogenous sections of roadway within the New Infrastructure, provide typical cross-sections which include, without limitation, the following detail:

- Graded top width to include final stage paving and two future overlays where identified in the Project Specifics;
- Finished base top width;
- Pavement top width;
- Sideslopes; and
- Accommodation of the ultimate phase of the Project, as shown on the Functional Plan and/or the Project Specifics.

TS 1.3 Designs – Appurtenances

Provide the design standards to be applied to the New Infrastructure in the following areas:

- Mitigations of hazards;
 - Roadside and median barrier systems including longitudinal transitions to bridge structures, median treatments and end treatments;
 - Pavement markings on Traffic Availability and during construction if interim roadway openings are anticipated;
 - Delineators;
 - to reduce conflicts with wildlife;
 - Lighting systems including details of pole structures and offsets;
 - Signals;
 - Signage; and
 - Other traffic devices and/or features within the roadway.
-

TS 1.4 Signing

Describe the overall signing strategy for the New Infrastructure including all overhead sign installations, and a proposed approach for verifying the wording of sign messages. The location of the overhead signs only needs to be shown on the Proponent's roadway plan.

Identify the standards for sign installation, in particular with respect to:

- Sign post installation;
- Breakaway sign posts; and
- Sign standards for materials, fonts, colour, layout, and reflectivity.

TS 1.5 Roadside Hazard Report

Provide details of the following:

- Approximate location of barriers, of all types;
- The standards of each type of barrier to be used; and
- Standard of typical installation and layout drawings for barriers and other roadside hazards, within an offset less than the appropriate clear zone guideline as per the Department' *Highway Geometric Design Guide and Design Bulletins and Roadside Design Guide*.

TS 1.6 Traffic Modelling

Provide the following in electronic form on CD for all roadways, intersections and detours:

- Synchro files (.sy7 and .st7 files) in Version 6 format that are in accordance with Section 200.2.1 of Schedule 14 (Technical Requirements).

TS 2 – Bridge Structures Design Report

Provide a bridge structures design report that includes a Project Design Brief and preliminary structural design sketches for each of the proposed bridge structures as follows:

TS 2.1 For Bridge Structures

- General layout drawing showing:
 - Plan view including:
 - Structure layout, including locations of any retaining walls;
 - Roadway geometrics and alignment;
 - Underpassing roadway(s) (including bikeway(s) or sidewalks(s)) or underpassing railway(s), including stream channel (including stream protection works), if applicable; and
 - Bridge and site drainage including locations of any deck drains.
 - Elevation view including:
-

- Span(s), including locations of any retaining walls;
- Underpassing roadway(s) or underpassing railway(s), including section of stream channel, if applicable;
- Vertical and horizontal clearances provided;
- Test hole logs;
- Bridge components including substructure foundation types;
- Slope protection; and
- Superstructure articulation system including locations of deck joints, expansion bearings and fixed bearings.
- Superstructure drawing showing:
 - Hydrotechnical information such as design upstream high water elevation, freeboard, ice loading and scour, including local scour, if applicable;
 - Deck and wearing surface type and thickness;
 - Curb/barrier type and heights;
 - Girder type, size, spacing, depth and number; and
 - Girder bracing types and spacing.
- Substructure drawing showing:
 - Plan section and elevation views illustrating abutment type, foundation and approximate dimensions;
 - Plan and section views illustrating retaining wall type, foundation and approximate dimensions; and
 - Plan, section, and elevation views illustrating pier type, shape, foundation and approximate dimensions.
- Description of bearing and deck joint types and details;
- Description of utility accommodation on bridge;
- Description of lighting attachments to bridge;
- Description of transition between bridgerails and approach barriers/guardrails;
- Description of bridge foundations including types, depths, load capacities and anticipated settlements;
- Description of design loads, including temperature loads, wind loads, ice loads, etc.;
- Description of materials to be used for all bridge components;
- Description of structural support system, including girder continuity and the location of girder field splices; and
- Description of how the aesthetic principles of the Department’s Bridge Aesthetics Study have been incorporated into the bridge and its components.

TS 2.2 For Bridge Size Culverts

- For bridge size culvert structures (1.5-metre diameter or larger) a drawing showing:
 - Longitudinal and transverse sections;
 - Invert elevations;
 - Roadway elevations;
 - Invert length;
 - Hydrotechnical information such as normal water levels at inlet and outlet, high water levels for culvert headwater and tail water, freeboard, etc.;
 - Backfill details;
 - End treatment details;
 - Erosion and/or scour protection details;
 - Barrier/guardrail details; and
 - Any special details.

TS 2.3 For Overhead or Cantilever Sign Structures

- For overhead or cantilever sign structures a drawing showing:
 - Substructure horizontal clearance from roadway, type and material;
 - Superstructure vertical clearance, type and material;
 - Foundation type, depths and locations; and
 - Barrier/guardrail details.

TS 2.4 For High-Mast Lighting

- For high-mast lighting structures a drawing showing:
 - Substructure horizontal clearance from roadway, type and material; and
 - Foundation type, depths and locations; and
 - Barrier/guardrail details, if applicable.

TS 2.5 Bridge Structure Specifications

- For Bridge Structure specifications, only specifications for items that are not included in Schedule 14 (Technical Requirements) need to be submitted.

TS 3 - Pavement Design Report

- Provide a pavement design report that presents the pavement design for the New Infrastructure's mainline, interchange ramps and cross roadways. The minimum
-

pavement structure thicknesses are provided in section 200 (Project Specifics) of Schedule 14 (Technical Requirements). The pavement design report shall address, without limitation, the following:

TS 3.1 Geotechnical Information

Provide a geotechnical report with sufficient information to assess the anticipated soil and groundwater conditions. The geotechnical report shall contain, but not be limited to, the following:

- Soil stratigraphies plotted on profile sheets;
- Moisture contents;
- Plasticity;
- Estimated standard proctor optimum moisture content;
- Erodability and proposed mitigations;
- Frost susceptibility and proposed mitigations;
- Subsurface drainage requirements; and
- Anticipated subgrade support values.

TS 3.2 Pavement Structure Materials

For this project the Department has prepared a basic pavement design using a Long Life Pavement strategy. The Proponent shall use the pavement materials and layer thicknesses contained in Schedule 14 (Technical Requirements) as minimum pavement requirements. The Proponent will be responsible for providing the following:

- Typical cross section details as outlined in TS 3.3 Pavement Sections;
- Procedures used to ensure that embankment material used means minimum resilient modulus requirements outlined in Schedule 14 (Technical Requirements);
- Identify if there is a need for subsurface drainage as outlined in TS 3.1 Geotechnical Information and how and where it is to be installed;
- Identify how frost mitigation is to be incorporated including details on how it is to match the existing extruded polystyrene insulation; and
- Identify possible enhancements to the basic pavement design with supporting rationale.

TS 3.3 Pavement Sections

Provide pavement drawing showing the following:

- Typical cross-sections including material thickness and types (including insulating materials);
 - Pavement structure transitions; and
 - Tie-ins to existing pavement structures and concrete curb and gutter sections. Subgrade
-

and base course drainage shall be in all cases, maintained where New Infrastructure ties into existing infrastructure.

TS 3.4 Construction Specifications

The Proponent shall provide specifications for any components not covered by the construction specifications set forth in Schedule 14 (Technical Requirements).

TS 4 - Geotechnical Grading Design Report

Provide a Geotechnical Design Report that presents the Proponent's geotechnical design for the New Infrastructure's grading, embankments, drainage, pavement, foundations, and other related issues. The Geotechnical Design Report is to address, but not be limited to, the following:

- Stability analysis for approach fills and retaining structures, including any required ground improvements (e.g. staged construction, reinforcement or drainage measures) and geotechnical instrumentation required to confirm stability;
- Rate of fill placement;
- Anticipated approach fill settlements and any geotechnical instrumentation required to confirm settlements, including time-rate of fill settlements;
- Summary of relevant geotechnical information, including stability analysis, settlements, groundwater horizons, frost heave mitigation measures, borrow sources, etc.;
- Summary of geotechnical investigation of bridge sites, approach fills and borrow sources including test hole logs, plans and laboratory testing information;
- Corrosion survey;
- Frost heave mitigation;
- Erosion mitigation;
- Stability analysis for open cuts;
- Subsurface drainage; and
- Borrow sources.

TS 5 - Drainage Design Report

Provide a drainage design report that includes standards, specifications and design methods that shall be implemented during the design and construction of the New Infrastructure with respect to proposed drainage facilities.

Specific items to be addressed include without limitation:

- Stormwater management facilities including type, location, capacity and slope stability;
 - Storm sewers;
 - Open ditches;
-

- Catch basins;
- Third-party drainage arrangements planned;
- Sub-drainage;
- Culverts, sizes and materials;
- Erosion control features;
- Frost protection measures in areas where roadway frost protection is required;
- An area wide drainage plan, with pre and post roadway construction drainage patterns identified; and
- All drainage connections that tie into local municipal master drainage plans.

Identify and provide details for all off-site drainage arrangements that relate directly or indirectly to the New Infrastructure. This includes joint use or shared facilities within the Road Right of Way, within the TUC, or off-site.

Describe the methodology and approach employed for the preliminary design of the drainage facilities required for the New Infrastructure.

Provide the factors, parameters and assumptions used in the derivation of the design flows and other drainage analyses.

TS 6 - Safety Audit Plan

Provide a safety audit plan that identifies a strategy for the following items:

- Selection of the safety auditor and schedule for execution of the safety audits;
- The process for review of the results of the safety audits; and
- A process for implementation of changes, identified by the safety auditor.

TS 7 - Construction Management Plan

Provide a construction management plan that contains the following information related to the Proponent's proposed construction:

TS 7.1 Municipal Issues

Identify the Proponent's overall strategy for liaison with the City of Edmonton during the Construction Period. Include all items that are anticipated to arise during construction, including without limitation:

- Haul roads;
 - Detour roads;
 - Access roads;
 - Noise during construction;
-

- Dates of construction;
- Hours of construction activities;
- Dust during construction;
- Temporary drainage arrangements;
- Construction access;
- Over-dimensional loads into the site;
- Overweight loads into the site;
- Weed/vegetation control during construction, within the TUC; and
- Closure of existing roads.

TS 7.2 Construction Staging

Present the proposed project schedule with the following issues addressed: the approach to construction staging and how the staging ties into the proposed construction schedule. Issues to be addressed include, without limitation, the following:

- The construction staging for the delivery of the New Infrastructure with specific reference to segments (including Service Roads as defined in the DB Agreement) to be opened to traffic in advance of Traffic Availability;
- The construction staging for the delivery of the roadway segments to be tied into existing infrastructure;
- The construction staging for the delivery of the roadway segments to be tied into infrastructure yet to be built; and
- The strategy for construction, operation and removal of temporary detours.

TS 7.3 Coordination with Other Projects

Identify the strategy for coordination with the construction of other projects, at either terminus and other intersecting or adjacent roadways of the New Infrastructure. Details shall include but not be limited to:

- A time schedule and anticipated coordination with other contractors in the area;
- A traffic accommodation strategy and anticipated coordination with the other contractors in the area, identifying the required access arrangements to all areas of the New Infrastructure; and
- Maps showing the traffic accommodation routes for the duration of construction.

TS 7.4 Coordination with Maintenance Contractor

Identify the Proponent's strategy for coordination of construction of New Infrastructure with existing Maintenance Contractor responsible for operations and maintenance in the Project. Details shall include , without limitation:

- A time schedule and anticipated coordination with the Maintenance Contractor;
- A traffic accommodation strategy and anticipated coordination with the Maintenance Contractor in the area, identifying the required access arrangements to all areas of the New Infrastructure;
- Maps showing the traffic accommodation routes for the duration of construction;
- A seasonal shutdown plan, including details of any temporary construction installations such as signage, hazard protection, delineators, environmental protection devices and drainage issues;
- Accident reporting between the Contractor, Maintenance Contractor, and the Department; and
- Scheduled seasonal start-up and shut-down dates, if applicable.

TS 7.5 Stakeholder Issues

Identify the Proponent's strategy for issues that arise with all relevant stakeholders during construction, specifically without limitation:

- Site security, including all terrain vehicles (ATV), all off-road vehicles, and unsafe situations for children;
- Access to private parcels;
- Borrow pit arrangements;
- Crossing of equipment and material across existing roadways and railways;
- All major haul road routes and the arrangements for them; and
- Construction complaints.

TS 7.6 Transportation and Utility Corridor Issues

Identify the Proponent's strategy and process for administration of issues in the TUC. Include in the strategy details regarding the communication of information among the Successful Proponent, the Department, Alberta Infrastructure – Land Planning, and affected utility companies.

The strategy shall include, without limitation, the following:

- A process for providing input for the approval process of new utilities and municipal services prior to and during the Construction Period;
- An approach to accommodation of existing utilities and municipal services during the Construction Period; and
- The communication strategy with the affected utility companies, agencies, and municipalities during the Construction Period.

Proponents shall include:

- A listing of existing utilities and municipal services and identification of which ones shall
-

require action related to design and construction of the New Infrastructure;

- Identification of utilities or municipal services having significant requirements for regulatory approvals and consultation with key stakeholders;
- Typical sections showing minimum clearance for above and below ground utilities;
- Definition of an approach for handling new utility requirements on, under or above lands leased to utility companies; and
- Demonstration of an understanding of the unique TUC administration requirement related to utilities.

TS 7.7 Third-Party Claims

Identify the Proponent's strategy for the management and process of all claims, including claims from subcontractors, consultants, subconsultants and other internal parties, throughout the entire term of the DB Agreement. Provide separate discussion on the administration of small damage claims made by the public. Clearly separate strategies for the administration of minor claims from those for the administration of larger claims.

TS 7.8 Incident Management

Identify the Proponent's strategy for management and administration of the following during the Construction Period:

- Construction zone accidents and traffic management;
- Fire calls within the construction zones; and
- Incident management within the construction zones.

TS 7.9 Construction Quality

Identify the Proponent's strategy in the following areas:

- Achieving quality construction materials and workmanship;
- Overall construction inspection and documentation; and
- Differentiating between quality control and quality assurance.

TS 7.10As-Built Construction Reports

Identify the Proponent's strategy for obtaining and recording as-built information and final details.

TS 8 - Traffic Management Plan

Provide a traffic management plan that describes in detail how the Successful Proponent will achieve compliance with the Technical Requirements in respect of, and the Successful Proponent's approach to:

- Providing safe and efficient passage of the traveling public throughout the Project during the construction phase to the extent the roadway is open to public traffic;
- Providing safe and continuous access through or along the Project including details of the Successful Proponent's plans for accommodating traffic (with particular emphasis on peak traffic hours) during construction at key conflict locations including without limitation and as applicable, interchange, intersections, flyover and railway grade separation locations;
- Identifying the traffic levels proposed to be maintained during construction in conformance with the Schedule 14 (Technical Requirements) and proposed construction staging with respect to locations and duration;
- Preparing and implementing traffic accommodation strategies for construction activities specific to locations, activities and/or durations;
- Obtaining OSCAM permits from The City of Edmonton; and
- Performing traffic simulation on temporary construction measures such as detours or intersection reconfigurations to confirm that an equivalent level of service or measure of effectiveness will be attained for a.m. and p.m. peak hours when compared to existing operations.

TS 8.1 Coordination with Police and Other Emergency Agencies

It is important that communications and resources are “in-place” to promptly respond to emergency situations that arise. Indicate the Successful Proponent's strategy in the following areas of emergency response:

- Communication processes within the Successful Proponent's organization;
- Communication processes with police and other emergency agencies;
- Coordination of public communications plans with police and local authorities in emergency situations;
- Provision of detour signs and emergency site signing (to accommodate emergency traffic accommodation); and
- The notice procedure to the Department.

TS 8.2 Hazardous Goods Spills, Incident Management, and Accidents

Identify the strategy for management and administration of sites/incidents and accidents involving dangerous goods and hazardous goods. Specific items to cover are:

- The strategy for the preservation of public safety;
 - The initial assessment and reaction strategy;
 - Communication strategies; and
-

- Dangerous and hazardous goods training for employees and subcontracting staff.

Provide a plan indicating how the Successful Proponent's incident management shall be conducted, including who is functionally responsible for incident management situations and what the basic procedures are.

TS 9 - Quality Management System

TS 9.1 Introduction

The Successful Proponent shall develop a Quality Management System ("QMS") that covers all activities, products and services related to the design and build of the Project prior to the execution of those activities, products and services. The QMS shall address all stages of the design and build of the Project, specifically:

- Design; and
- Construction.

The QMS shall provide guidance to ensure compliance with the stated design and build of the Project performance requirements including Clause 100.2.1 of the Technical Requirements as well as compliance with the intent of such requirements. The Successful Proponent is required to monitor, update and manage their QMS on an ongoing basis.

TS 9.2 Scope

The Proponent shall provide in its Technical Proposal a description of the QMS for each phase of the design and build of the Project and demonstrate a clear understanding and commitment that the Successful Proponent will perform all Quality Control and Quality Assurance activities for this Design-Build Project.

TS 9.3 Quality Manual

The Successful Proponent shall establish and maintain a quality manual that includes:

- The scope of the quality management system, including details of and justification for any exclusions;
 - The documented procedures established for the quality management system, or reference to them; and
 - A description of the interaction between the processes of the Quality Management System.

TS 9.4 Documented Procedures

The Proponent shall provide in its Technical Proposal the following detailed documented procedures that shall be implemented by the Successful Proponent to address the following elements:

- Control of Documents

The Successful Proponent shall define the documentation, including the relevant records, needed to establish, implement and maintain the quality management system and to support

an effective and efficient operation of the proposed processes.

- Customer Related Processes

The Successful Proponent shall have a controlled process in place to determine and review the requirements related to the service/product rendered. The review shall be conducted prior to the Successful Proponent's commitment to supply the product/service (e.g. submission of tenders, acceptance of contracts or orders, acceptance of changes to contracts or orders) and shall ensure that service/product requirements are defined and that the Successful Proponent has the ability to meet defined requirements.

- Design and Development

The Successful Proponent shall define, implement and maintain the necessary design and development processes to respond effectively and efficiently to the needs and expectations of its clients and other interested parties. The following requirements shall be identified and their records maintained:

- Design and development planning – the Successful Proponent shall determine the design and development stages and the roles, responsibilities, and authorities of the design team through all phases of the design and build of the Project.
 - Design and development input – all input requirements such as functional and performance requirements, applicable statutory and regulatory requirements, and other requirements essential for the design and development are reviewed for adequacy.
 - Design and development outputs – the outputs of the design and development shall be provided in a form that enables verification against the input requirements (contain or reference product/service acceptance criteria) and shall be approved prior to release.
 - Design and development review – at suitable stages, systematic reviews of the design and development shall be performed to evaluate the ability of the results to meet requirements and to identify any problems and propose necessary actions. This will include a check of all design work by a qualified Professional Engineer and a review of all bridge structures by a qualified, independent Professional Engineer as described in section 100.1.1.1 of the Technical Requirements.
 - Design and development verification – to ensure that the output meets the input requirements.
 - Design and development validation – to ensure that the resulting product/service is capable of meeting the requirements for the specified application or intended use, where known.
 - Control of design and development changes – the changes shall be reviewed, verified, and validated, as appropriate, and approved prior to implementation. The effect of changes on product/services already delivered shall also be evaluated.
-

- Purchasing

The Successful Proponent shall ensure that purchased products/services conform to specified requirements. The Successful Proponent shall evaluate and select suppliers based on their ability to supply product/services in accordance with the Successful Proponent's requirements. The Successful Proponent shall ensure that purchased product/service are inspected and meet specified purchase requirements.
- Internal Audit

The Successful Proponent shall ensure the establishment of an effective and efficient internal audit process to assess the strengths and weaknesses of the quality management system in order to ensure its effective implementation and maintenance. The approach to QMS auditing shall include auditor qualifications, audit scope, audit methods, and audit frequency (each element to be audited at least once per year) (see clause 100.1.1.3 of the Technical Requirements)
- External Audit

The Successful Proponent will arrange for External Audits to be conducted by an independent QMS auditor as described in clause 100.1.1.3.2 of the Technical Requirements.
- Monitoring and Measurement of Product

The Successful Proponent shall monitor and measure the characteristics of the product/service to verify that product/service requirements have been met. This shall be carried out at appropriate stages of the Design-Build. Final inspection to confirm that verification and validation activities have been completed and accepted is a requirement. Evidence of conformity with the acceptance criteria (identifying the person authorizing the release of the product/service) shall be maintained.
- Control of Non-conforming Product

The Successful Proponent shall identify the process by which all types of quality system non-conformances are treated. The process shall include how it shall address the concerns in a responsible and timely manner. Any product/service that does not conform to specifications is identified and controlled to prevent its unintended use or delivery.
- Corrective Action

The Successful Proponent shall take action to eliminate the cause of non-conformances in order to prevent recurrence. The Successful Proponent shall incorporate root-cause analysis, as appropriate, into the corrective action process.
- Preventative Action

The Successful Proponent shall take action to eliminate the cause of potential non-conformances in order to prevent their occurrence.

Prior to undertaking any construction, the Successful Proponent shall augment the above information with the following:

- Detailed quality system procedures addressing all the remaining elements of a complete
-

Quality Control and Quality Assurance program for the design and build of the Project; and

- Quality plans for all components of the design and build of the Project including without limitation: development, design, construction, traffic management, public communications, environmental management, and so forth, .

The Successful Proponent's QMS shall include the following provisions:

- If required, revise the quality manual and/or procedures within seven (7) calendar days of receipt of notice of non-compliance from the Department; and
- Operate the quality system in accordance with the quality manual and detailed procedures.

TS 10 - Environmental Management System

TS 10.1 Introduction

The Successful Proponent shall develop an Environmental Management System ("EMS") that covers all activities, products and services related to the design and build of the Project prior to the execution of these activities, products and services. The EMS shall address all stages of the design and build of the Project, specifically:

- design; and
- construction.

The EMS shall provide documentation to ensure compliance with the applicable environmental federal, provincial and municipal approvals and legislation; the stated Project performance requirements as well as compliance with the intent of such requirements. The Successful Proponent is required to monitor, update, and manage its EMS on an ongoing basis.

TS 10.2 Scope

The Proponent shall provide in its Technical Proposal a description of the EMS for each phase of the design and build of the Project. The Proponent shall demonstrate a clear understanding and commitment to environmental management.

The Successful Proponent shall establish and maintain an environmental manual that includes:

TS 10.2.1 Environmental Manual

- The scope of the EMS, including details of and justification for any exclusions;
- documented procedures established for the EMS; and
- a description of the interaction between the processes of the EMS.

TS 10.2.2 Documented Procedures

The Proponent shall provide in its Technical Proposal the following detailed documented procedures or

documents, for each phase of the design and build of the Project. The procedures shall form the basis of the EMS to be implemented by the Proponent.

- Provide copies of its environmental policy or policies and include a description of the Proponent's approach to environmental management and level of experience and commitment related to sound and proactive environmental management, planning, and protection for all phases of this Design-Build Project. Also outline in this description, the Proponent's commitment to undertake the actions required to properly mitigate any potential effects of Design-Build activities on the environment.
 - Provide a listing of the applicable environmental aspects and predicted impacts for all phases of the design and build of the Project. Provide a description of the procedure that will be implemented that describes how the Proponent will identify and prioritize its environmental aspects and impacts through the life of the Project.
 - Provide a listing of the applicable environmental regulatory requirements as well as other (non-regulatory) environmental requirements that pertain to the Project. Describe how the listing of regulatory and other requirements will be maintained so that it is current with the legislation.
 - Provide a statement of goals and/or objectives of the EMS to ensure environmental protection, and promote continuous improvement. Identify measurable targets, timeliness and resources to meet these targets.
 - Provide a description of the roles, responsibilities, and authorities of the Proponent's environmental management team through all phases of the design and build of the Project. This includes a clear description and illustration of the organizational and administrative framework to be employed in the implementation and execution of the EMS. The framework shall demonstrate an effective functional relationship with other components of the Proponent's organization, with regulatory agencies, and with independent environmental monitors and/or auditors.
 - Provide a description of the Proponent's approach to continual improvement of the EMS through all phases of the design and build of the Project including the role of top management in that process.
 - Provide a description of the Proponent will ensure that all personnel working on its behalf will have the required knowledge of the EMS and that any person(s) performing tasks that have the potential to cause environmental impacts are competent on the basis of appropriate education, training or experience. Include in the description of the training program how the proponent intends to communicate its significant environmental aspects, predicted impacts, required mitigative measures. Also describe how the Proponent will ensure that the EMS training program is current.
 - Provide a procedure that outlines the communications processes for external and internal environmental information including incident reporting. The communications plan should also include measures for responding to environmental inquiries from external stakeholders.
 - Provide a description of the kinds of documentation to be included in the EMS and how the documents shall be controlled to ensure that the most current information is available
-

to the personnel who need it.

- Identify the operational controls that will be put into place for effective environmental management for all phases of the design and build of the Project. The operational controls may include operating procedures, environmental protection measures and environmental mitigation measures. The operational controls need to be established in consideration of the environmental aspects that the Proponent has identified including but not limited to:
 - topsoil and subsoil handling, storage and replacement;
 - borrow excavation;
 - dust control;
 - temporary and permanent sediment and erosion control during and after construction;
 - vegetation clearing, establishment and management (including weed control);
 - Project watercourse crossing sites, including habitat compensation; and
 - wetland replacement methodologies and maintenance/monitoring activities.
- Provide procedures that outline the approach to implement measures to mitigate environmental impacts from unforeseen or unplanned events such as emergency events.
- Provide a procedure(s) that demonstrates the how the Proponent will identify, implement and maintain environmental monitoring programs for environmental protection. The monitoring programs should take into account the key characteristics of the Project that could have a significant environmental impact and how the Proponent proposes to communicate these results with the Department and the regulatory authorities.
- Provide a procedure that outlines the Proponent's approach to ensure compliance with the applicable environmental federal, provincial and municipal approvals and legislation as well as other non-regulatory environmental requirements the Proponent subscribes to.
- Provide a description of the kinds of environmental records that will be generated to demonstrate conformance to the Proponent's EMS and how those records will be controlled to ensure that they are accessible and protected from loss or damage. The procedure should include environmental training records.
- Provide a procedure that outlines the environmental auditing program for the Project. The procedure should include instructions for both external and internal audits as well as auditor qualifications, audit scope, audit objectives and audit scheduling.
- The Proponent shall provide a procedure that establishes the process by which all types of environmental non-conformances shall be treated. The process shall include how concerns are addressed in a responsible and timely manner.

TS 11 - Safety Plan

Provide an outline of a Safety Plan, which details the Successful Proponent's policies, safety plans, Certification of Recognition ("COR") approach, subcontractor and consultants training program policy,

and the work site control plan, to ensure the health and safety of personnel involved in the Project and the public. The plan shall address the following areas:

TS 11.1 Corporate Policy and Procedures

Describe corporate strategy for safety, including safety policy and the fundamental philosophy for safety management.

TS 11.2 Project Zone Management Strategy

Outline the overall corporate strategy for work zone safety, including guiding principles and standards or work zone plans that are planned to be used. Provide a generic safe work procedures system or minimum standards for procedures yet to be developed.

TS 11.3 Investigation and Reporting Strategy

Provide processes for the following safety components:

- An accident reporting and investigation process as defined in the *Occupational Health and Safety Act* (Alberta);
- The system for reporting of accidents to the Department;
- A policy for work place health and safety meetings and inspections;
- Health and safety committee provisions; and
- The system for reporting accident summaries as shown below:
 - Monthly;
 - Calendar summary, compiled on December 31 of each year; and
 - The Department's fiscal year summary, compiled on March 31 of each year.

TS 11.4 Training of Employees and Subcontractors

Provide information with respect to the following items:

- Employee training for job-specific methods and specific equipment instructions;
- The Successful Proponent's strategy for subcontractor safety accreditation and COR status;
- Procedures in place for responding to violations identified by Occupational Health and Safety and by the Workers Compensation Board;
- Equipment preventative maintenance training and equipment operation training to staff; and
- Training systems to certify traffic control persons.

TS 12 - Public Communications Strategies

Provide public communications strategies that develop and implement a comprehensive public communications plan, particularly media relations, spanning the time from the identification of the Preferred Proponent to project acceptance/traffic availability. The public communications strategies shall address at a minimum the following:

- Management and staffing: names of Key Individuals, their qualifications, and time committed to the public communications function;
- The type of information (including without limitation construction schedule and materials, innovations, construction issues, environmental issues, and traffic accommodation) and level of detail in information to be exchanged between the Successful Proponent and the public (including without limitation maintenance of a high level of communication by the Successful Proponent among media, local authorities, emergency agencies, adjacent landowners, local community, interest groups, and other interested stakeholder agencies and environmental stakeholder groups) during all phases of the design and build of the Project, and the communications tools (examples include 1-800 information line, website, newsletters, construction update open houses, site signs) that shall be used to achieve this including the identification of personnel who shall be involved;
- The relationship of the public information and consultation process for environmental management and planning to the overall communication plan for the design and build of the Project;
- Involvement with stakeholder groups with particular reference to environmental, local community, and general construction impact issues;
- Maintenance of a high level of communication by the Successful Proponent among media, local authorities, emergency agencies, adjacent landowners, interest groups, and other interested stakeholder agencies;
- Public relations guidelines for the staff of the Successful Proponent and agents for communication with the public;
- Maintenance of communication records for submission to the Department;
- Assistance and support for responding to questions from the public to the Minister of Infrastructure and Transportation; and
- Other methods of dispensing information to and interacting with the public.

TS 13 - Collaboration Strategy

Provide a collaboration strategy that details the Proponent's overall strategy for collaborating with the Department. This strategy shall include, without limitation, the following items:

- The Proponent's understanding of the benefits that such collaborating shall bring to the design and build of the Project;
 - The extent of the Proponent's commitment to such collaborating;
 - The steps needed to implement such collaborating;
-

- The extent to which the various parties, such as members of the Proponent, any specialist advisors, relevant authorities, and municipalities shall be involved;
- A commitment that the Proponent shall be responsible for the costs of collaborating in accordance with the DB Agreement; and
- A strategy to continue collaborating at the field supervisor's level for the term of the DB Agreement.

The Successful Proponent shall be responsible for the costs of the venue (to be in Edmonton) for any proposed collaborating sessions, for the costs of facilitation, and for the costs of its own attendees. The Department shall attend at no cost to the Successful Proponent.

The adoption of this collaborating approach shall not change the legal relationship of the parties nor relieve any party from its obligations under the DB Agreement.

TS 14 - Project Schedule

Provide the overview and simplified schedule described in TS 14.1 below and the comprehensive information and detailed schedule described in TS 14.2 below.

TS 14.1 General Approach to Implementing the Project

Provide an overview, accompanied by a simplified time schedule, of the Proponent's proposed approach for implementing the design and build of the Project from the date of execution of the DB Agreement through the Construction Period. Describe in that overview the Proponent's plan to integrate its activities with consultant and subcontracted activities into scheduling and reporting systems for all phases of the design and build of the Project. Include a description of how the Successful Proponent shall approach re-scheduling if required to achieve recovery of the Project schedule, including coordination (and, if necessary, enforcement) with consultants and subcontractors.

TS 14.2 Detailed Schedule

Provide a comprehensive description, accompanied by a detailed time schedule, of the Proponent's proposed approach for achieving Traffic Availability by the Traffic Availability Target Date and for opening the Service Roads or Access roads by the dates required by the Project Requirements. The comprehensive description shall identify and concisely describe the major activities, key tasks and milestones to be undertaken in connection with the design and build of the Project from the date of execution of the DB Agreement through the Construction Period.

For the Construction Period, identify all key tasks and milestones related to the major design components, and address any related studies, investigations, surveys, consultation with key stakeholders, public communication tasks, and environmental and other approvals and permits to be obtained during the Construction Period.

Show all key milestones related to the construction and staging of the New Infrastructure, including separate descriptions for at least the following:

- Roadway construction;
 - Interchanges, including grade separations;
-

- Flyovers;
- Utilities (e.g., relocation and protection);
- River and water-course crossings, if applicable, and major storm water features, including major pipes and ponds; and
- Other significant structures.

Also identify timelines for design reviews by the Department, utility companies, railway companies, affected municipalities, and other stakeholders.

Appendix 2

Required Forms

Appendix 2 – Required Forms

- Form A – Authorized Declaration for Technical Proposal for Proponent
- Form B – Declaration for Technical Proposal for Lead Team Members and Project Lead
- Form C – Declaration for Price Proposal for the Proponent
- Form D – Declaration for Price Proposal for Lead Team Members and Project Lead
- Form E – Contract Price Offer
- Form F – Proposal Offer Letter
- Form G – Form of Letter of Credit for Proposal Deposit
- Form H – Consent of Surety
- Form I – Consent of Insurance Broker
- Form J – Certificate of No Material Adverse Change

Note: Information provided by the Department on any of the above listed specimen Forms shall not be altered, qualified, or contradicted in any way by the Proponent either on the face of the submitted Form or in any other part of the Proposal.

Form A – Authorized Declaration for Technical Proposal for Proponent

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re: _____ – **[name of Proponent]** (the “Proponent”)

We, as Contact Organization, hereby confirm that the Proponent has read and understood the RFP and agrees to be bound by all requirements of the RFP (including those relating to ownership of documents and intellectual property, conflict of interest, collusion, lobbying, publicity, confidentiality/collection of personal information and accuracy of information as set out in Section 5 of the ITP) and that the Technical Proposal provided with this declaration is made on behalf of the Proponent, including all its Team Members.

We confirm that the Proponent is aware of and agrees to the Assignment of Intellectual Property outlined in the Attachment to this Declaration.

Yours truly,

[name of Contact Organization]

Per: _____
(Contact Individual)

Name: _____

Position: _____

Telephone: _____

Attachment to Declaration for Technical Proposal – Assignment of Intellectual Property

By submitting the Proposal or otherwise communicating to the Department on matters relating to the RFP, and for good and valuable consideration receipt of which is acknowledged, this Proponent transfers and assigns unto the Department any and all Copyrights. This Proponent ensures the Department that it has become the owner of Copyrights as they have arisen from time to time and accordingly it has become qualified to make this Copyright assignment(s) in favour of the Department. This Proponent has also ensured that the first owners of Copyrights have waived their copyright moral rights in written documents. Copies of assignments of copyrights from first authors and waivers shall be provided to the Department at no cost and the original shall be available for inspection by the Department and its agents on reasonable terms. The Proponent agrees to assist the Department in understanding, documenting, and in applying for registration for copyright(s) for any works, including executing such documentation as is reasonable and proper and within a reasonable time thereafter.

Unless otherwise agreed to in writing, all New Technology shall be owned by the Department. For good and valuable consideration receipt of which is acknowledged, all New Technology is hereby transferred to the Department. For greater certainty the rights of the Department hereunder include, without limitation, providing the Department with the right to design, construct, operate and maintain the New Infrastructure using New Technology without obtaining the further consent of this Proponent.

The Proponent agrees to assist the Department in understanding, documenting and applying for registration for patent(s) for any New Technology, including executing such documentation as is reasonable and proper and within reasonable time thereafter.

Notwithstanding anything contained in the RFP as to the purpose for the submission of Proposals, the Department may use the concepts, ideas, suggestions and directions contained within the documents, drawings, plans, written descriptions and other materials contained in the Proposal and in any communication surrounding the Proposal provided by the Proponent or its agents, for any purpose whatsoever including without limitation use of portions of ideas, information, enhancements to the evaluation criteria and designs contained therein in other the Department projects and in the development and negotiation of future contractual relationships. For clarity, the Department has the rights to use concepts, ideas, suggestions and directions contained in any and all Proposals submitted.

The Department agrees to, upon request, to provide a royalty-free, perpetual license back to the Proponent, which has created Copyrights and New Technology, for its unfettered use in incorporating same into future or other projects and in licensing to its clients as required in other projects. This license does not carry any obligations on the Department whatsoever and does not require it to register or enforce registered rights in regard to Copyrights and New Technology.

This Proponent hereby indemnifies the Department and its related parties including without limitation its elected officials, officers, employees, agents and advisors, and hereby agrees to hold them harmless against all claims, suits, proceedings, demands and actions arising out of or in any way connected with copyrights, patent or other intellectual property infringement rights asserted by others against the Department, including for all damages, judgements, costs, fees and expenses (including legal fees on a solicitor and his own client basis) as a result of the Department owning, using or benefiting from the use of the Proposal or from designing, building, operating and maintaining the New Infrastructure that is contained in the Proposal.

Form B – Declaration for Technical Proposal for Lead Team Members and Project Lead

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re: _____
[name of Proponent] (the “Proponent”)
[name of Contact Organization] (the “Contact Organization”)
[name of Lead Team Member or Project Lead (if not otherwise a Lead Team Member)] (the
“Lead”)

I, **[name of authorized representative]**, am an authorized representative of the Lead, and confirm that the Lead has authorized the Contact Organization to make all submissions on behalf of the Proponent, including the Lead.

I confirm that the Lead is aware of and agrees to its inclusion in this submission, has read and understood the RFP, agrees to be bound by all requirements of the RFP (including those relating to ownership of documents and intellectual property, conflict of interest, collusion, lobbying, publicity, confidentiality/collection of personal information and accuracy of information as set out in Section 5 of the ITP).

I confirm that the Lead is aware of and agrees to the Assignment of Intellectual Property outlined in the Attachment to this Declaration.

I confirm that the Lead has no financial or other interest that would cause or appear to cause a conflict of interest in carrying out the design and build of the Project.

Yours truly,

(Authorized Representative)

Name: _____

Position: _____

Company: _____

Telephone: _____

Attachment to Declaration for Technical Proposal – Assignment of Intellectual Property

By submitting the Proposal or otherwise communicating to the Department on matters relating to the RFP, and for good and valuable consideration receipt of which is acknowledged, the Proponent is authorized to transfer and assign unto the Department any and all Copyrights. The Proponent is able to ensure the Department that it has become the owner of Copyrights as they have arisen from time to time and accordingly it has become qualified to make this Copyright assignment(s) in favour of the Department. The Proponent has also ensured that the first owners of Copyrights have waived their copyright moral rights in written documents. Copies of assignments of copyrights from first authors and waivers shall be provided to the Department at no cost and the original shall be available for inspection by the Department and its agents on reasonable terms. The Proponent is authorized to agree to assist the Department in understanding, documenting, and in applying for registration for copyright(s) for any works, including executing such documentation as is reasonable and proper and within a reasonable time thereafter.

Unless otherwise agreed to in writing, all New Technology shall be owned by the Department. For good and valuable consideration, receipt of which is acknowledged, all New Technology is hereby transferred to the Department. For greater certainty the rights of the Department hereunder include, without limitation, providing the Department with the right to design, construct, operate and maintain the New Infrastructure using New Technology without obtaining the further consent of the Proponent.

The Proponent is authorized to agree to assist the Department in understanding, documenting and applying for registration for patent(s) for any New Technology, including executing such documentation as is reasonable and proper and within reasonable time thereafter.

Notwithstanding anything contained in the RFP as to the purpose for the submission of Proposals, the Department may use the concepts, ideas, suggestions and directions contained within the documents, drawings, plans, written descriptions and other materials contained in the Proposal and in any communication surrounding the Proposal provided by the Proponent or its agents, for any purpose whatsoever including without limitation use of portions of ideas, information, enhancements to the evaluation criteria and designs contained therein in other the Department projects and in the development and negotiation of future contractual relationships. For clarity, the Department has the rights to use concepts, ideas, suggestions and directions contained in any and all Proposals submitted.

The Department agrees to, upon request, to provide a royalty-free, perpetual license back to the Proponent, which has created Copyrights and New Technology, for its unfettered use in incorporating same into future or other projects and in licensing to its clients as required in other projects. This license does not carry any obligations on the Department whatsoever and does not require it to register or enforce registered rights in regard to Copyrights and New Technology.

The Lead hereby indemnifies the Department and its related parties including without limitation its elected officials, officers, employees, agents and advisors, and hereby agrees to hold them harmless against all claims, suits, proceedings, demands and actions arising out of or in any way connected with copyrights, patent or other intellectual property infringement rights asserted by others against the Department, including for all damages, judgements, costs, fees and expenses (including legal fees on a solicitor and his own client basis) as a result of the Department owning, using or benefiting from the use of the Proposal or from designing, building, operating and maintaining the New Infrastructure that is contained in the Proposal.

Form C – Declaration for Price Proposal for the Proponent

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re: _____ – **[name of Proponent]** (the “Proponent”)

We hereby confirm that the Price Proposal, including the Price Envelope and Proposal Offer Letter provided with this declaration, is made on behalf of the Proponent, including all Team Members.

We confirm that the Successful Proponent shall execute the DB Agreement in its final form as provided without negotiation or amendment, and at the Contract Price as stated in the Price Envelope, subject only to price adjustments and other provisions detailed in the RFP that affect the total compensation payable over the term of the DB Agreement.

Yours truly,

[name of Contact Organization]

Per: _____
(Contact Individual)

Name: _____

Position: _____

Telephone: _____

Form D – Declaration for Price Proposal for Lead Team Members and Project Lead

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re:

[name of Proponent] (the “Proponent”)
[name of Lead Team Member or Project Lead (if not otherwise a Lead Team Member)] (the
“Lead”)

I, **[name of authorized representative]**, am an authorized representative of the Lead, and confirm that the Price Proposal, including the Price Envelope and Proposal Offer Letter provided with this declaration, is made on behalf of the Proponent, including the Lead.

Yours truly,

(Authorized Representative)

Name: _____

Position: _____

Company: _____

Telephone: _____

Form E – Contract Price Offer

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re:

[name of Proponent] (the “Proponent”)
[name of Lead Team Member or Project Lead (if not otherwise a Lead Team Member)] (the
“Lead”)

I, the undersigned, as authorized agent for the Proponent declare the following to be true.

1. Capitalized terms used in this Contract Price Offer have the meanings given to them in the RFP;
2. Pursuant to Section 4.3.3 (Content) of Section 4.3 (Price Proposal Requirements), the Proponent’s Price Envelope shall contain its Contract Price for the design and construction of the New Infrastructure. Pursuant to Section 4.3.3.1 (Price Envelope Requirements), the Proponent’s Contract Price shall be a single fixed price in Canadian Dollars to the cent;
3. In accordance with the Proposal Offer Letter, the Contract Price represents full and final payment for the performance of the Project and the Agreement, and each of them; and the Contract Price is based on the Technical Proposal as submitted by the Proponent.; and
4. The Proponent’s Contract Price is *[NTD: Proponent to state amount in words.]* Canadian Dollars (\$xxxxxxx).

THIS CONTRACT PRICE OFFER is executed by the duly authorized signatory of the Contact Organization as follows:

Yours truly,

(Authorized Representative)

Name: _____

Position: _____

Company: _____

Telephone: _____

Form F – Proposal Offer Letter

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re:

[name of Proponent] (the “Proponent”)
[name of Lead Team Member or Project Lead (if not otherwise a Lead Team Member)] (the
“Lead”)

I, the undersigned, as authorized agent for the Proponent declare the following to be true.

1. Capitalized terms used in this Proposal Offer Letter have the meanings given to them in the RFP.

2. The Proponent submitted to the Department in response to and subject to the terms of the RFP, the Technical Proposal dated the ____ day of _____, 2008.

3. In addition to and without limiting the representations and warranties made by delivery of the Technical Proposal (herein defined), the Proponent represents and warrants to the Department from and after the date of this Proposal Offer Letter with the knowledge that the Department will rely upon these representations and warranties that:

(a) all clarifications, rectifications, and additional and replacement information and documentation delivered by the Proponent from and after the Technical Proposal Closing Time in response to any request of the Province in accordance with the RFP are incorporated into and form part of the Technical Proposal which together with such clarifications, rectifications, and additional and replacement information, is ratified and confirmed and is herein referred to as the “Technical Proposal”;

(b) the Technical Proposal and the Price Proposal dated the ____ day of _____, 2008/2009 collectively constitute the Proposal and is herein referred to as the “Proposal”;

(c) the Proponent has had sufficient time, opportunity, and resources to investigate and has investigated and satisfied itself as to every condition and risk relating to, affecting, or that may affect the Project, including without limitation, the site conditions, and the labour, equipment, material, and other resources that may be necessary to perform the Project and the DB Agreement, and each of them, in a manner that will meet or exceed all requirements of the DB Agreement to the satisfaction of the Department;

(d) the Proposal is based on information independently obtained and verified by the Proponent and the Proponent’s own independent examinations, investigations, experience,

interpretation, knowledge, information, analysis, and judgement, and not upon any data, statement, representation, or information provided by or on behalf of the Province;

4. The Proponent hereby submits to the Province the Proposal, subject to and in accordance with the terms of the RFP and acknowledges and agrees as follows:

(a) the Proposal constitutes a firm offer to the Province;

(b) the Proposal is irrevocable, binding upon the Proponent and cannot be withdrawn for the period of 60 days commencing on and including the Price Proposal Closing Time

(c) the Proponent is bound by all offers, statements, representations and warranties made in the Proposal;

(d) the Contract Price represents full and final payment for the performance of the Project and the Agreement, and each of them; and the Contract Price is based on the Technical Proposal as submitted by the Proponent;

(e) the Proponent assumes all risks and obligations regarding conditions relating to, affecting, or that may affect the Project and the performance of the DB Agreement, and each of them, including without limitation, the site conditions, whether or not any such conditions are revealed by any information available to, or investigations undertaken by, the Proponent, and the labour, equipment, material, and other resources to be provided to perform the Project and the DB Agreement, and each of them;

(f) if the Agreement is Awarded to the Proponent, the Proponent will cause the Successful Proponent to execute and deliver the DB Agreement to the Department, and will further cause the Successful Proponent to deliver to the Department the Bonds, a valid Workers Compensation Board registration number and evidence satisfactory to the Department of compliance with the Insurance Requirements, in accordance with the RFP;

(g) the Proposal Deposit will be forfeited if, in the sole opinion of the Department, the Proponent fails or refuses to perform any term of the RFP; and

[if the Proponent is a partnership or joint venture then include the following clause with the appropriate reference to a joint venture or partnership, as the case may be]

(h) the Proponent is a partnership / joint venture and, accordingly, the agreements, representations, warranties, and obligations of the Proponent as set out in the RFP, the Proposal and this Proposal Offer Letter, are the joint and several agreements, representations, warranties, and obligations of each member of the joint venture in each case.

5. Each provision of this Proposal Offer Letter is several. If any provision of this Proposal Offer Letter is, becomes, or is declared or adjudged by an arbitrator or court to be, illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability, as the case may be, shall not in any way affect the legality, validity or enforceability of any of the remaining provisions of this Proposal Offer Letter, all of which shall remain in full force and effect.

THIS PROPOSAL OFFER LETTER is executed by the duly authorized signatory of the Contact Organization as follows:

Yours truly,

(Authorized Representative)

Name: _____

Position: _____

Company: _____

Telephone: _____

Form G – Form of Letter of Credit for Proposal Deposit

Beneficiary: Her Majesty the Queen in right of Alberta, as represented by the Minister of Transportation
Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

[Name of Schedule I or II Bank]

[Name of Proponent]

1. We hereby authorize you to draw on **[name of bank and branch address]** for the account of **[name of Proponent]** up to an aggregate amount \$1,000,000 (One Million) Canadian dollars.

2. Pursuant to the request of our customer, the said **[name of Proponent]**, we, **[name of bank]**, hereby establish and give you an Irrevocable Letter of Credit in your favour in the total amount \$_____ () Canadian dollars in accordance with the Request for Proposals dated _____ issued by Alberta Transportation (“The Department”) for the _____ (the “Project”), as same may be amended and supplemented from time to time (the “RFP”) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without inquiring further whether you have a right as between yourself and our customer to make such demand, and without recognizing any claim of our said customer and, subject to paragraph 3 hereof, upon delivery of a written certificate of the Executive Director, Major Capital Projects Branch at the Department certifying that the Department is entitled to draw upon this Irrevocable Letter of Credit pursuant to the RFP.

3. This Irrevocable Letter of Credit shall continue until **[insert a date that is no earlier than 120 days from the submission deadline for Price Proposal]** and shall expire at our counters on that date and you may call for payment of the full amount outstanding under this Irrevocable Letter of Credit at any time up to the close of business on that date shall this Irrevocable Letter of Credit not be renewed.

[Name of Bank]

(Authorized Signature)

(Authorized Signature)

Form H – Consent of Surety

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

NO.:

WHEREAS (NAME OF PROPONENT), as Principal has submitted a written proposal to HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION as Obligee, comprising a Technical Proposal dated _____, 20____, and a Price Proposal dated _____, 20____, (herein, collectively, the “Proposal”) in response to the request for proposals (the “Request for Proposals”) issued by the Obligee concerning the Anthony Henday Drive – Stony Plain Road / 100 Avenue Interchange Design-Build Project (the “Project”) and the condition of this obligation being such that the Principal shall have its Proposal accepted by the Obligee, we, _____ (NAME OF SURETY)_____, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue as Surety for the Principal the following bonds with respect to the Principal’s obligations in connection with the DB Agreement with the Obligee for the Project:

- a performance bond of Fifty Percent (50%) of the cost of the Project containing the same terms and conditions as the specimen performance bond included as Appendix 1 of Schedule 7 of the DB Agreement; and
- a labour and material payment bond of Fifty Percent (50%) of the cost of the Project containing the same terms and conditions as the specimen labour and material payment bond included as Appendix 2 of Schedule 7 of the DB Agreement.

This Consent of Surety shall be null and void unless an application for the said bonds is made within thirty (30) days following the acceptance of the Proposal by the Obligee.

(Name of Surety)

(Seal)_____

Attorney - In - Fact

Form I – Consent of Insurance Broker

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re: Insurances – – [name of Proponent] (the “Proponent”)

[Insurance Broker(s)] confirms that it has been appointed by the Proponent as its insurance broker(s) with respect to the insurances required under the Request for Proposals for the _____

[Insurance Broker(s)] has examined the Request for Proposals documents, including the DB Agreement and the insurance requirements stipulated in the DB Agreement and Schedule 8 (Insurance Requirements), and confirms that the relevant requirements have been included in the insurance program to be arranged on behalf of the Proponent if its Proposal is accepted [, **except the following items, relating to the absence of the risk insured under the Proposal or the substitution of other coverage for the specified insurance**].

In the opinion of **[Insurance Broker(s)]**, if the Proposal submitted by the Proponent is accepted, we are highly confident that we have arranged or can arrange insurances on behalf of the Proponent that meet the insurance requirements established by the Request for Proposals, including the insurance requirements stipulated in the DB Agreement and Schedule 8 (Insurance Requirements), and we know of no impediment as of the date of this letter to our producing insurance certificates meeting all of the insurance requirements stipulated in the Request for Proposals documents, including the DB Agreement, except for those exceptions identified above, with coverage to take effect not later than the date of execution of the DB Agreement (or later, as provided for therein), and to continue for the term of the DB Agreement.

I have signed this Insurance Broker’s Letter in my capacity as an authorized representative of **[Insurance Broker(s)]**.

(Authorized Signature)

Form J – Certificate of No Material Adverse Change

Alberta Transportation
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

[Date]

Attention: Mr. Neill McQuay, P.Eng.
Executive Director, Major Capital Projects

Dear Mr. McQuay:

Re: _____

To the best of our knowledge, information and belief, we certify that from the date of our most recent financial statements disclosed to you in our submission to the RFQ to _____ **[insert date which is no more than five Business Days before the deadline for Technical Proposal], [except as set forth below,]** no events have occurred which have had a material adverse effect on our financial position and which shall be disclosed to keep those statements from being misleading.

With respect to our financial statements disclosed to you, we certify to the best of our knowledge, information and belief that:

- a) the preparation of our most recent financial statements disclosed to you have been prepared in accordance with generally accepted accounting principles and practices **[, except as set forth below];**
- b) such financial statements present fairly the information purported to be shown thereby;
- c) no material adjustment of such financial statements is required and no adjustments other than those necessary for fair presentation of the results for those periods have been reflected therein; and
- d) no events have occurred which have a material adverse effect on our financial statements disclosed to you which shall be disclosed in order to keep those statements from being misleading.

Should we, subsequent to this date, become aware of any events having a material adverse effect on our most recent financial statements disclosed to you in order to keep those statements from being misleading, we shall immediately disclose these events to the Department.

Yours truly,

(Contact Individual or Authorized Representative)

Name: _____

Position: _____

Company: _____

Telephone: _____

Appendix 3

Glossary of Terms

Appendix 3 - Glossary of Terms

In this RFP, the following words have the following meanings:

“**Addenda**” means the written documents expressly identified as Addenda and issued by the Department to amend this RFP, and “**Addendum**” means any one of such written documents.

“**Administrative Package**” means the information and documentation described in Section 4.2.3.1 and submitted by the Proponent to the Department in accordance with this RFP.

“**Award Letter**” means the written notice in the form of a letter and expressly identified as the Award Letter that may be delivered by the Department to the Preferred Proponent in accordance with Section 1.6.11.

“**Business Day**” means Monday to Friday except for statutory holidays observed by the Province.

“**Closing Location**” means the location specified in Section 4.2.4.1 and 4.3.4.1 as the only acceptable location for delivery of the Optional Innovation Submission, the Technical Proposal and the Price Proposal.

“**Construction Completion**” means full completion of the design and construction of all aspects of the Project in accordance with the DB Agreement, as evidenced by a Construction Completion Certificate issued by the Province under Section 5 (Design and Build of the New Infrastructure) of the DB Agreement.

“**Construction Period**” means the period between the date of execution of the DB Agreement and the date of Traffic Availability (but excluding the day when Traffic Availability is achieved).

“**Construction Team**” means the Proponent’s Team Members who are responsible for the construction of the New Infrastructure.

“**Contact Individual**” is a specific individual identified as being responsible for all such communications on behalf of the Contact Organization, and the Department shall be entitled to rely on any communications from the Contact Individual as having been duly authorized by the Contact Organization and as being duly given on behalf of the Proponent and its Team Members. The Contact Individual shall have the full legal authority to bind the Contact Organization.

“**Contact Organization**” means the entity that shall be the contact for all communications with the Department regarding this RFP as referred to in Section 5.2.

“**Contract Price**” means the single fixed price for the design and construction of the New Infrastructure that is submitted by a Proponent as part of its Price Proposal.

“**Contractor**” means the legal entity that has executed the DB Agreement with the Department.

“**Copyrights**” means all copyright rights created by virtue of the common law or the provisions of the *Copyright Act* (Canada), in and to any and all literary, artistic, architectural, photographic, or any other works (including without limitation written descriptions, plans, designs, layouts, renderings, dimensions, strategies, and technical information) contained in the Proposals or in the communications surrounding the development and presentation of the Proposals.

“Department” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Transportation.

“Design-Build” means the design and construction of the Anthony Henday Drive and Stony Plain Road / 100 Avenue Interchange all in accordance with the DB Agreement.

“DB Agreement” means the contract, including the schedules, for the design and construction of the Project as described in this RFP and substantially in the form attached to and forming part of Volume 2 of this RFP.

“Design Team” means the Proponent’s Team Members who are responsible for the design of the New Infrastructure.

“Department Representative” means the person designated as such by the Department as referred to in Section 5.1.

“Electronic Data Room” means the website described in Section 5.4.2 and identified as such by the Department Representative to each of the Proponents.

“End Date” means the date that all the following conditions have been fulfilled:

- (i) subject to Section 17.5 (Survival of Obligations) of the DB Agreement, the Contractor and the Province have performed all the obligations required under the DB Agreement;
- (ii) the Construction Completion Certificate has been issued in accordance with Section 5 (Design and Build of the New Infrastructure) of the DB Agreement; and
- (iii) the Contractor has fulfilled all the obligations pursuant to Section 6 (Warranty) of the DB Agreement.

“FOIP” means the *Freedom of Information and Protection of Privacy Act* (Alberta).

“Functional Plan” means Highway 216:06 Anthony Henday Drive Interchange at Stony Plain Road (Highway 16A) / 100 Avenue Interchange Functional Plan Final Report dated October 2008, which was prepared by Al-Terra Engineering for the Department.

“Honorarium” means the amount that the Department will pay the Proponent, provided the Proponent fulfills all the requirements set out in Section 4.9.

“Insurance Requirements” means the insurance requirements described in Schedule 8 (Insurance Requirements) of the DB Agreement which is contained in Volume 2 of this RFP.

“ITP” means the Instructions to Proponents which constitutes Volume 1 of this RFP.

“Key Individual” means the individual nominated by a Proponent in its Response to the RFQ to perform a lead role in behalf of a particular Team Member.

“Lead Team Member” means the Team Member of each Proponent’s Design Team, Construction Team and Quality Management Team, that shall direct and coordinate the activities of its other Team Members in such respective team accordingly.

“Maintenance Contractor” means Access Roads Edmonton Ltd. and its operations and maintenance subcontractor Transportation Systems Management Inc. (TSMI) as provided for in Section 2.10 (Other Department Projects).

“Ministerial Consent” means the written consent of Alberta Infrastructure pursuant to section 5(2) of

Edmonton Restricted Development Area Regulations (AR 287/74, as amended).

“New Infrastructure” means the systems interchange at Anthony Henday Drive (AHD) and Stony Plain Road / 100 Avenue in Edmonton, including modifications to AHD between Whitemud Drive and the CNR Edson overpass in west Edmonton.

“New Technology” means all discoveries, inventions, or ideas related to, and improvements to, processes, methods or devices or any combination thereof (**“Improvements”**) which the Proponent, or the Proponent and the Department, or their employees, agents, or contractors devise, conceive, invent or otherwise develop which Improvements are incorporated into the Proposal or are part of the communication surrounding the development and presentation of the Proposal, and may be required to be practiced by the further design and construction of the New Infrastructure under the Proposal.

“Optional Innovation Submission” means the proposal submitted by the Proponent that provides innovative modifications to the Department’s Functional Plan which will result in reduced cost, improved service or other significant benefit to the Department as referred to in Section 1.6.3.

“Payment Adjustment” means an adjustment to the Payment authorized under Section 8 (Payments) of the DB Agreement and Schedule 14 (Technical Requirements).

“Preferred Proponent” means the Proponent that has submitted a compliant Proposal together with the lowest Contract Price as determined by the Department and receives an Award Letter from the Department in accordance with this RFP.

“Price Envelope” means the envelope containing the Contract Price, which is a single fixed price for the design and construction of the New Infrastructure that is submitted by a Proponent as part of its Price Proposal as described in Section 4.3.3.1.

“Price Proposal” means collectively, the Transmittal Package and the Price Envelope, each submitted in accordance with this RFP.

“Price Proposal Closing Time” means the date and time specified as such in Section 4.3.4.1 on or before which Price Proposals must be delivered to the Closing Location in accordance with this RFP, as it may be amended from time to time by the Department in accordance with this RFP.

“Project” means the project identified as the Anthony Henday Drive and Stony Plain Road / 100 Avenue Interchange Design-Build Project as further described in this RFP including, without limitation, in the form of the DB Agreement contained in this RFP.

“Project Lead” means the Team Member(s) and Key Individual(s) that are the directing mind and will of the Proponent.

“Project Specifics” means Section 200 of Schedule 14 (Technical Requirements) to the DB Agreement that describes the specific parameters and technical requirements for this Project.

“Proponent” means a Shortlisted Respondent who submits a Proposal in response to and in accordance with this RFP.

“Proposal” means the Technical Proposal, the Price Proposal and the Optional Innovation Submission, if applicable, submitted by a Proponent in accordance with this RFP.

“Proposal Deposit” means the financial security provided by the Proponent in its Price Proposal as

described in Section 4.3.3.2.2.

“Province” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Transportation.

“Restricted Parties” means persons, including individuals and entities, which are from time to time identified as such by the Department, or in accordance with this RFP, including for greater certainty, those specifically named in Section 5.10.2.

“Request for Proposal” or **“RFP”** means this request for proposals issued by the Department consisting of Volume 1 (Instructions to Proponents) and Volume 2 (DB Agreement and Schedules), and including all attachments and Addenda, as it may be amended from time to time by way of Addenda.

“Request for Qualifications” or **“RFQ”** means the request for qualifications issued by the Department in anticipation of this RFP, including all attachments and all addenda issued in connection with the RFQ.

“Response” means a statement of qualifications and other information submitted by a Respondent in response to and in accordance with the terms of the RFQ.

“Respondent” means a group of private sector participants that has submitted a Response in reply to and in accordance with the RFQ.

“Revision” means any change made by a Proponent to its Proposal pursuant to Section 1.6.8.

“Road Right of Way” means the lands which form part of the TUC which is dedicated for the design and construction of the New Infrastructure as referred to in Section 2.6 and set out in Schedule 10 (Lands) to the DB Agreement.

“Shortlisted Respondents” means the entities:

- (a) that were designated by the Department pursuant to the RFQ as possessing the qualifications described in the RFQ and as having satisfied all conditions set by the Department for being added to the shortlist, and
- (b) that continue to satisfy any conditions set by the Department for remaining on the shortlist, as such persons may be changed subject to the prior consent of the Department in accordance with this RFP.

“Successful Proponent” means the legal entity, as selected by the Preferred Proponent, and as approved in advance and in writing by the Department acting reasonably, that shall enter into the DB Agreement and shall have the sole responsibility for the delivery of the Project including, without limitation, the design and the construction of the Project.

“Team Member” means the entity identified pursuant to Section 4.1 (Team Members) of the RFQ *of* the Proponent’s Response to the RFQ, which accepts primary responsibility on behalf of the Proponent for the performance of one or more of the Project activities identified in Section 6 (Your Plan) of the RFQ.

“Technical Proposal” means collectively, the Administrative Package and the Technical Submission, including any and all Revisions to each of them, submitted in accordance with this RFP.

“Technical Proposal Closing Time” means the date and time specified as such in Section 4.2.4.1, on or before which Technical Proposals must be delivered to the Closing Location in accordance with this RFP as it may be amended from time to time by the Department in accordance with this RFP.

“Technical Requirements” means the performance and other requirements for the Design-Build Project, which is Schedule 14 (Technical Requirements) to the DB Agreement.

“Technical Submission” means the compendium of Management Plans, Technical Reports and Project Plans submitted by the Proponent as part of its Technical Proposal in response to this RFP.

“Term” means the time commencing on the date of the Execution of this Agreement and ending on the End Date.

“Traffic Availability” means the date when the New Infrastructure can safely be opened to the public for use by vehicular traffic, which is the date of the Certification of Traffic Availability pursuant to Section 5 (Design and Build of the New Infrastructure) of the DB Agreement.

“Traffic Availability Target Date” means October 14, 2011.

“Transmittal Package” means the envelope and its contents as described in Section 4.3.3.2 submitted by a Proponent in accordance with this RFP.

“TUC” means Transportation/Utility Corridor around the City of Edmonton which is owned by the Province.

Appendix 4

Optional Innovation Submission

Appendix 4 - Optional Innovation Submission

I. General

In order to encourage the Proponents to propose innovations in the Project, the Department invites, but does not require, the Proponents to participate in an Optional Innovation Submission and feedback process. A Proponent may submit an Optional Innovation Submission for consideration by the Department.

A Proponent does not need to submit an Optional Innovation Submission in order to submit its Technical Proposal.

The Optional Innovation Submission shall include non-binding information on innovative solutions that a Proponent requests the Department to consider which, among others, identify some modifications to the functional plan that the Department has presented that shall result in reduced cost, improved service or other significant benefit to the Department. In its Optional Innovation Submission, the Proponent shall identify the differences of such innovative solutions from the solutions presented in the Functional Plan. Such innovative solutions are still required to meet the functionality requirements set forth in the Functional Plan. In this regard, the Proponent shall make express reference to the specific sections of the Functional Plan that are impacted by its innovative solutions. The information provided shall be in such sufficient detail so that the Department can determine how the Proponent's innovative solutions differ from the solutions in the Functional Plan and how such solutions nevertheless satisfy the functionality requirements.

The Department shall provide written feedback to a Proponent's Optional Innovation Submission with respect to its acceptability based on whether the proposed innovative solutions meet the functionality requirements of the Functional Plan and the Project's objectives. If a Proponent chooses to pursue its proposed innovative solutions through the Optional Innovation Submission and feedback process, it shall incorporate those proposed solutions into its Technical Proposal to the RFP, provided however that its Optional Innovation Submission complies with the technical specifications of Schedule 14 (Technical Requirements) and provided that final acceptance of a Proponent's Optional Innovation Submission shall be at the sole and exclusive discretion of the Department and shall be dependent on such further details that are submitted in its Technical Proposal. A Proponent that opts not to pursue its innovative solutions is not required to include them in its Technical Proposal.

If the Department decides to hold individual meetings with each Proponent after having provided its written feedback, such meetings shall be limited to a discussion of the Proponent's Optional Innovation Submission and to the content of the Department's written feedback.

The Department shall not share the contents of a Proponent's Optional Innovation Submission or of its corresponding feedback with the other Proponents. However, the Department reserves the right to issue an Addendum, a clarification or otherwise modify any aspect of this RFP on the basis of information it has received through the Optional Innovation Submission process.

If a Proponent's innovative solutions differ from the Functional Plan in any respect, the Proponent is encouraged to conduct its own public consultation with other stakeholders at the Proponent's own cost and risk.

If a Proponent's Optional Innovation Submission includes solutions that are not included in Schedule 14 (Technical Requirements), the Proponent is required to submit proposed technical specifications, published standards and any other relevant details to the proposed innovative solutions accordingly.

II. Preliminary Design Reports

A Proponent that submits an Optional Innovation Submission is required to submit both a roadway preliminary design report and a bridge structures preliminary design report. The preliminary design reports shall identify all significant variations from the Functional Plan's solutions and identify alternatives to the Department specifications that are relevant to the innovative solutions but not included in Schedule 14 (Technical Requirements). Changes in roadway and bridge design layout shall indicate impacts on other design elements including, without limitation:

- Level of service;
- Roadway layout;
- Bridge structures layout;
- Additional land requirements;
- Railway infrastructure;
- Drainage;
- Utility infrastructure;
- User functionality and user safety;
- Accommodation of ultimate phases of construction;
- Public/municipal acceptability issues and potential strategies; and
- Others elements, as required.

A. Roadway Preliminary Design

The roadway preliminary design report shall contain sufficient information on the concepts and strategic direction of the proposed roadway infrastructure, including the following (if applicable):

- A basic horizontal (1:5000) plan showing the following: Beginning and end of all horizontal roadway curves;
 - Details of radius, spirals and super elevation for all horizontal roadway curves; and
 - Gore locations and weave locations and lengths, including tapers at all ramp locations.
- A basic vertical plan (1:200) showing:
 - Beginning and end of all vertical curves; and
 - Longitudinal grades.

- Identification of basic intersection types for all intersections.
- A basic strategy for provision of “ultimate stages” for all roadways, including provision of minimum bridge span lengths and clearances.
- Typical cross-sections showing:
 - Cross-slopes;
 - Lane and shoulder widths;
 - “Ultimate” section relationships;
 - Median widths; and
 - Guardrails.
- Roadside Design:
 - Clear zones for mainline and other roadways.
- Traffic Engineering Design:
 - Signage; and
 - Signals.
- Environmental requirements.
- Drainage requirements.

B. Bridge Structures Preliminary Design

The bridge structures preliminary design report shall contain information on the concepts and strategic direction of the proposed bridge structures including the following (if applicable):

- Strategy for meeting any environmental requirements that affect the bridge design;
- Gradeline profiles, including existing groundlines, for overpassing roadway and underpassing roadway(s) or railway(s);
- Overall roadway horizontal and vertical alignment plans showing each bridge in context with the roadway alignment;
- Strategy for accommodation of additional structures as identified in the Functional Plan;
- A basic strategy for provision of “ultimate stages” for all roadways, including provision of minimum bridge span lengths and clearances;
- Elevation view showing the following:
 - Overpassing roadway gradeline;
 - Required length of bridge opening for initial and ultimate stages. Show locations of underpassing traffic lanes, shoulders, railway tracks, ditches, etc.;

- Bridge headslopes, including any retaining structures and ground improvement measures;
- Existing groundlines;
- Required horizontal clearance box and possible substructure locations that provide adequate horizontal clearances for clear recovery zone and sight distance requirements; and
- Required vertical clearance box and available structure depths;
- Site plan showing the following:
 - The horizontal alignment and width of the overpassing roadway(s), underpassing roadway(s), railway(s) or water course, including skew angles and chainage equations. Show locations of traffic lanes, shoulders, sidewalks, bikeways, railway tracks, etc.;
 - The footprints of the approach fills, including any retaining structures and ground improvement measures; and
 - Any potential conflicts between the bridge foundations and existing utilities;
- Cross-sections showing the initial and ultimate widths of bridge clear roadways (including traffic lanes and shoulders), sidewalks, bikeways, medians, etc.; and
- Details and extent of watercourse protection works required to prevent erosion and/or scour, if applicable; Provide rationale for their design.

Bridge planning and preliminary information is not required for proposed overhead and cantilevered sign structures.
